CONDOMINIUM OFFERING PLAN FOR THE SALE OF UNITS IN A CONDOMINIUM TO BE KNOWN AS

210 PACIFIC CONDOMINIUM

210 Pacific Street
Brooklyn, Kings County, New York 11201

8 Residential Condominium Units ----------	**$24,790,000**
TOTAL OFFERING ----------	**$24,790,000**

SPONSOR AND SELLING AGENT
210 PAC LLC
31 UNION SQUARE WEST, SUITE 2D,
NEW YORK, NEW YORK 10003

SPONSOR'S ATTORNEY
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DATE OF ACCEPTANCE FOR FILING IS DECEMBER 5, 2014. THE OFFERING PLAN MAY NOT BE USED AFTER DECEMBER 4, 2015 UNLESS EXTENDED BY AMENDMENT.

FILE NUMBER CD-14-0185

THIS PLAN CONTAINS SPECIAL RISKS. SEE PAGE IV FOR SPECIAL RISKS TO PURCHASERS.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH 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).

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.

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SPECIAL RISKS

1. SPONSOR'S RIGHT TO LEASE UNITS

Sponsor is reserving the unconditional right to rent rather than sell Units. Because 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 fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium. A purchaser acquiring a unit that has been previously occupied will be purchasing the unit "as is".

Owner-occupants and non-resident owners, including 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 as an investment. The Sponsor has the right to control the Board of Managers of the Condominium, by maintaining a majority of the Members of the Board of Managers of the Condominium, until 75% of all Units offered for sale under this Offering Plan are sold or three years from the date of the first closing, whichever occurs first

Sponsor has obtained an acquisition loan and construction loan for the project from Valley National Bank with its offices located at 924 Broadway, 3rd Floor, New York, New York 10010 (the "Valley National Loans"). Sponsor must obtain a release of lien by any mortgagee prior to or at the time of conveyance of a Condominium Unit to the Purchaser. The Valley National Loans do not require the Sponsor to market the units for sale and there is no minimum number or percentage of units which must be under contract before the plan can be declared effective. There is no minimum release price set by the lender or a required minimum payment per sale which must be made to the lender in order for the lender to release its lien from the unit being sold. There are no limits or requirements imposed by the Valley National Bank for sponsor to rent rather than sell under specified market conditions. The Sponsor intends to either (i) obtain Valley National Loans consent to release each condominium unit from the Valley National Bank loans in exchange for payment from each Closing or (ii) obtain a new loan from a new lender with condominium release provisions. (See Part I, Section "B(3)" and See Part I, Section "Q(21)").

2. SPONSOR CONTROL

Until (a) 75% of all Units have been sold and conveyed to Purchasers or (b) within three (3) years from the conveyance of the first unit to a Purchaser, whichever occurs first, the Sponsor shall appoint all three (3) members to the Board of Managers. No meeting of Unit Owners will be held until the earlier of 75% of the Units have been conveyed to Purchasers or (b) within three (3) years from the conveyance of the first unit to a Purchaser, whichever occurs first.

The Sponsor shall call the first meeting of Unit Owners within 90 days after the earlier of (a) 75% of the Units have been sold and conveyed to Purchasers or (b) within

three (3) years from the conveyance of the first unit to a Purchaser. At the first meeting, a three (3) member Board of Managers shall be elected by the Unit Owners, unless Sponsor owns at least one unit, in such event, Sponsor shall appoint one (1) member of the Board of Managers at all times and years that Sponsor owns at least one Condominium Unit and an election shall be held for two (2) members of the Board of Managers.

Control of the Condominium Board of Managers will terminate within 90 days after the earlier of (a) 75% of the Units have been sold and conveyed to Purchasers or (b) within three (3) years from the conveyance of the first unit to a Purchaser. A majority of the Board of Managers need not be owner occupants or members of an owner occupant's household who are unrelated to the Sponsor and its principals.

Until such time as all members of the Board of Managers will be selected by Unit Owners, the Board of Managers may not, without the prior written consent of the Sponsor or its designees, (i) make any addition, alteration or improvement to the Common Elements, Limited Common Elements or to any Unit or (ii) assess any common charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B to the extent that the aggregate amount of such fund does not exceed 5% of the budget expenses of the Condominium or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law) to the extent that existing reserves are insufficient or (iv) amend the Declaration or By-Laws of the Condominium so as to in any way adversely affect Sponsor or its designees. The Sponsor shall have the right to withhold its consent to any of the foregoing actions, except Sponsor may not withhold its consent to any action which affects the health and safety of the occupants of the building.

Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., as a home as opposed to an investment. (See Part I, Section "R").

3. MATERIALS, WORKMANSHIP, ETC.

All Condominium Units and general and Limited Common Elements offered pursuant to this Offering Plan are sold subject to completion of the work specified in the Description of Property, Specifications and Building Condition. The Sponsor is obligated to obtain a Permanent Certificate of Occupancy for the condominium building. (see Part I, Section "C"(4) and Part II, Section "II").

4. WARRANTIES

Because the building is more than five (5) stories, Article 36-b of the General Business Law, which pertains to warranties on the sale of certain new homes does not apply. General Business Law §777, the Housing Merchant Implied Warranty Law is

applicable to Condominium Units in building which are five stories and less. Sponsor will not furnish a Warranty. **(See Part II, Section "JJ").**

5. CLOSING DATE AND ADJOURNMENTS

Purchaser may adjourn the closing date which is set forth in the contract one time for an adjourned period of up to 15 days. If the Purchaser adjourns the closing as permitted herein, then the adjourned date is made "time of the essence". This means that the Purchaser must close by the adjourned date. In the event that Purchaser does not close on the adjourned date, Purchaser may risk the loss of his or her Down Payment. (See Part I, Section "K(16)" and (Part II, Section "FF" - Purchase Agreement)). Purchaser shall Pay Sponsor interest at the rate of 10.95% per annum on the entire amount of the purchase price computed from the date on which Sponsor is to tender a deed for the Condominium Unit and Purchaser is notified of the closing date until this transaction is actually closed. Purchasers will be required to pay an additional fee of $350.00 to Sponsor's closing attorneys if Purchaser does not close title to his or her Unit on the date stated in the notice of closing because such Purchaser has not complied with the terms of the executed Purchase Agreement, or if the Purchaser's lender requires the closing to be at a place other than that indicated in the notice of closing. (see Part I, Section "O"). Sponsor must provide a Purchaser with a written demand for payment after default at least 30 days before forfeiture of the down payment may be declared. (see Part I, Section "K").

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 sent to purchasers at least 30 days before the date set for the closing of the units. Purchasers may waive this thirty (30) day provision.

6. PURCHASE AGREEMENT MAY BE MADE TIME OF THE ESSENCE.

Purchaser may adjourn the closing date which is set forth in the Purchase Agreement one time for an adjourned period of up to 15 days. If the Purchaser adjourns the closing as permitted herein, then the adjourned date is made "time of the essence". This means that the Purchaser must close by the adjourned date. In the event that Purchaser does not close on the adjourned date, Purchaser may forfeit his or her Down Payment.

7. PURCHASE AGREEMENT IS NOT CONTINGENT ON PURCHASER OBTAINING FINANCING.

The Purchase Agreement is NOT subject to a mortgage contingency provision. The Purchaser may not terminate the Purchase Agreement if Purchaser does not obtain a mortgage should the Purchaser elect to obtain mortgage financing. In the event that Purchaser does not have the funds required to close on the Closing Date, Purchaser may forfeit his or her Down Payment.

8. PRIOR TO THE ISSUANCE OF THE PERMANENT CERTIFICATE OF OCCUPANCY, PURCHASERS MAY NOT MAKE ANY STRUCTURAL CHANGES TO THE CONDOMINIUM UNIT WITHOUT THE PRIOR WRITTEN CONSENT OF SPONSOR.

At the Closing of title the Sponsor will deliver the usual certificates available and it is further agreed that title will not close without Purchaser's consent until either a temporary or Permanent Certificate of Occupancy has been issued covering the building in which the Unit is located. Prior to issuance of a final Certificate of Occupancy no structural changes shall be made to either the interior or exterior of Purchaser's Unit without prior written consent from the Sponsor. If any changes are made, by the Purchaser and final Certificate of Occupancy cannot be issued because of such changes, the Sponsor shall make such alterations to the structure to meet the building department requirements at full cost to the Purchaser, and the Purchaser shall further be liable to the Sponsor for any escrow monies held for the procurement of the final Certificate of Occupancy.

9. CONTRIBUTIONS TO WORKING CAPTIAL FUND

At the time of closing, each Purchaser will be required to pay an amount equal to two months' Common Charges then in effect for the Unit pursuant to the budget in accordance with Schedule A hereto, as the same may be amended from time to time which shall be paid into the Working Capital Fund of the Condominium. The Working Capital fund may be used to pay Common Expenses of the Condominium during the time that the Sponsor remains in control of the Board of Managers. While the Sponsor controls the Board of Managers, the Working Capital Fund may not be used to reduce projected common charges. (see Part I, Sections "P" and "Y").

10. BONDING BY SPONSOR

No bond or other security has been posted to secure Sponsor's obligations under this Plan or to complete construction of the building or other obligations under the Plan including the obligation to pay common charges with respect to unsold Units (see Part I, Section "Q").

11. SPONSOR DECLARING PLAN EFFECTIVE

Pursuant to existing law and regulation, the Sponsor may declare the Condominium Plan effective with executed Purchase Agreements for a minimum of fifteen (15%) percent of the Units in the building (which is two (2) Units). Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to create a Condominium with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase a Unit. (see Part I, Section "N"),

12. LENDER INFORMATION REGARDING CONDOMINIUMS IN GENERAL

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of building be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. (see Part I, Section "L").

13. ESCROW OF PURCHASERS FUNDS

All funds received by the Sponsor for extras must initially be placed in an escrow account. However, Purchasers shall note as a special risk that such funds may be released from the escrow account by the escrow agent as long as the Sponsor use the funds for such upgrades or extras. As a result, in the event the Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds used for extras unless the plan is not consummated (see Part I, Section "FF").

Down Payments are anticipated to be deposited by Escrow Agent with JP Morgan Chase Bank, 410 Northern Boulevard, Great Neck, New York 11021 ("Escrow Bank"). All Down Payments will be placed initially in a non-interest bearing checking portion of the Rosen Law LLC, Client Master Escrow Account. Purchaser must deliver the applicable Form W-8 or Form W-9 executed by Purchaser or the designated interest-recipient, as applicable, together with the Purchase Agreement, Down Payment and the interest-recipient designation form, if applicable, before the Down Payment can be deposited into an interest-bearing sub-escrow savings account of the Rosen Law LLC, Client Master Escrow Account established pursuant to this Offering Plan. Subject to the conditions discussed in this paragraph, in accordance with regulations of the Federal Deposit Insurance Corporation ("FDIC"), and pursuant to the terms of the Dodd-Frank Wall Street Reform Act, as amended (the "Dodd-Frank Act"), as of the date of this Plan deposits at Escrow Bank in a Purchaser's name are anticipated to be covered by FDIC insurance to a maximum of $250,000.00. Purchasers are advised that while the Down Payment is in the non-interest bearing checking portion of the Rosen Law LLC, Client Master Escrow Account, the Down Payment may not be fully federally insured even if the Down Payment does not exceed $250,000. Subject to the foregoing, Sponsor is advised that the FDIC advises consumers that for purpose of computing insurance coverage, all deposits in a party's name in a banking institution are added together and insured to a maximum of $250,000, in the aggregate. Accrued interest through the date of a financial institution's failure also is included when calculating insurance coverage. Thus, if a Purchaser already has or opens an account at Escrow

Bank in the same name in which the Down Payment is deposited, and should the Escrow Bank fail and the FDIC insurance be called upon, the funds in that account will be aggregated with the Down Payment and insured to a maximum of $250,000. The FDIC further advises consumers that a depositor cannot increase FDIC insurance coverage by dividing funds owned in the same ownership category among different accounts in the same name. No representation is made by Escrow Agent or Sponsor regarding any further amendment of the Dodd-Frank Act after the date of this Plan or that the FDIC will insure depositor's funds, if and when called upon to do so. Neither Escrow Agent or Sponsor will incur any liability whatsoever under this Plan or otherwise if the FDIC, when and if called upon, fails or refuses to insure the Down Payment (or any other funds maintained by Purchaser in Escrow Bank) or if the FDIC insures only a portion thereof. (See Part I, Section "K").

In the event that the Plan is abandoned, unit upgrade funds will be returned to the Purchaser.

14. SPONSOR'S RETAINED VOTING POWERS

The Sponsor has voting control over the making of certain (a) capital improvements, (b) expenditures of monies, (c) the imposition of assessments, and (d) the amendment of the Declaration and By-Laws of the Condominium until the earlier to occur of (i) three (3) years from the closing of title to the first unit, or (ii) the sale and closing of 75% of the Units. Until the earlier of 75% of the Units have been sold and conveyed to Purchasers or (b) within three (3) years from the conveyance of the first unit to a Purchaser, the Sponsor will have voting control of the Board of Managers. No meeting of Unit Owners will be held until the earlier of 75% of the Units have been sold and conveyed to Purchasers or (b) within three (3) years from the conveyance of the first unit to a Purchaser. (see Part I, Section "R").

15. MAJORITY OF BOARD MEMBERS DO NOT HAVE TO BE OWNER OCCUPANTS.

After the initial Sponsor Control Period expires, the By-Laws do not require that the majority of the board consist of owner occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., as a home as opposed to an investment. (see Part I, Section "R").

16. MORTGAGE TAX CREDIT

Sponsor shall, upon the closing of each Unit, have the right to receive a rebate for mortgage recording taxes already paid, if any, which rebate shall be credited to Sponsor from amounts any Unit Purchaser otherwise would have paid in connection with the recording of a mortgage against his Unit at the time of purchase. (see Part I, Section "P").

17. APPLIANCES

The Sponsor will not provide a clothes washer and clothes dryer in each condominium unit. Sponsor will provide a hook-up for a clothes washer and clothes dryer in each condominium unit. Sponsor will install and hook-up the dishwasher. (see Part I, Section "C").

18. PURCHASER PAYMENT OF TRANSFER TAXES

While the New York State and New York City Transfer Taxes are customarily paid for by the Seller in single family home transactions, the burden of paying such taxes may be modified by contract. As is common with many other Condominium developments in the State of New York, the Purchase Agreement for this Condominium provides that the Purchaser of a Condominium Unit will be required to pay the New York State and New York City Transfer Taxes at the Closing. The New York State Department of Taxation and Finance and the New York City Department of Finance take the position that where the Purchaser pays the transfer taxes, the amount thereof will be added to the taxable consideration for determining the transfer taxes.

The Purchaser of each Residential Condominium Unit will be responsible for paying the following taxes and fees: The New York State Real Estate Transfer Tax, currently $4.00 for each one thousand dollars ($1,000.00) or fractional portion thereof, of the purchase price plus a $5.00 service charge; If applicable, the New York State Additional Tax ("Mansion Tax") of 1% where the purchase price equals $1 million or more; and the New York City Transfer Tax which is currently 1.00% of the purchase price up to $500,000.00 and 1.425% over $500,000.00 (for example - $1,000.00 or 1,425.00 respectively per $100,000.00 of purchase price). Because the Purchaser, rather than the Sponsor is required to pay the New York State and New York City Transfer taxes, the tax is deemed to be additional consideration and therefore, the price is considered to be 1.014 (for price under $500,000) or 1.01825 (for price of $500,000 and over) times the price of the Unit listed in Schedule A. (See Part I, Section "P").

19. SPONSOR'S LIABILITY LIMITATIONS

Sponsor intends to offer all units for sale. Sponsor will endeavor in good faith to sell all of the units in a reasonably timely manner. Sponsor retains the right to rent rather than sell based on a significant decline in market prices of a more than twenty percent from the offering prices. Sponsor would resume sales once the market prices increase by to the offering prices. The construction lender has imposed no requirements upon the Sponsor with regard to selling and/or renting units.

Pursuant to 13 NYCRR §20.3(t)(1), it is disclosed that the Sponsor has no obligation to defend any suits or proceedings arising out of Sponsor's acts or omissions and no obligation to indemnify the Board of Managers and Unit Owners, except for claims arising out of the acts, omissions or representations of the Sponsor.

Sponsor and its principals will remain liable notwithstanding any disclaimers or limitations of liability on the part of the Sponsor or its principals for failure to perform any obligation imposed by applicable statute or regulation. Notwithstanding the foregoing, the Sponsor will remain liable for failure to perform obligations under the Plan. (See Part I, Section "Q").

Purchasers should note that if the any of the condominium units in the building are rented, other than through an Interim Lease, prior to the condominium being declared effective, then, in that event, the Sponsor will be required to abandon the offering plan and the building will be a rental building with tenant's receiving all applicable protections of rent laws, such as rent stabilization laws if rent stabilization laws apply.

20. LABOR FOR MAINTENANCE OF CONDOMINIUM PROVIDED

Costs for a part time superintendent have been included in the budget for the Condominium. The superintendent will not be a union member. The part time superintendent will be available on a 24 hour / 7 day a week basis for emergencies. When the part time superintendent is on vacation or unavailable, there will be a janitorial service that will be available on a 24 hour / 7 day a week basis for emergencies.

The part time superintendent will be responsible for performing all work required for the normal maintenance of the Condominium, such as cleaning the Common Elements, landscaping and snow removal in common areas.

There is no guaranty that the budgeted labor amounts will be sufficient to perform the required tasks, and if additional staff is required by the Board of Managers, the monthly common charges will increase.

Purchasers are advised to review Schedule B ("Part I, Section F. Budget for First Year of Operation") of this Offering Plan with regard to the costs of labor for the Condominium).

In the event that the Board determines that additional labor is required in the future, common charges will be increased to cover the increased costs of labor.

The Board of Managers shall be responsible for hiring any appropriate repair service and to ensure that such service will make any emergency repairs to the Common Elements if the part time superintendent is unable to perform any required repairs or tasks. (See Part I, Section "F"(ii)).

21. CERTIFICATE OF OCCUPANCY

The Closing of individual Units may occur prior to the Sponsor obtaining a Permanent Certificate of Occupancy for the Building. If only a Temporary Certificate of

Occupancy is issued by the Closing Date, Sponsor will, at Sponsor's sole cost and expense, do and perform or cause to be performed all work and supply or cause to be supplied all materials necessary to renew the Temporary Certificate of Occupancy and to obtain such Permanent Certificate of Occupancy.

It has been customary for units in newly constructed and gut rehab co-ops and condos to close after a Temporary Certificate of Occupancy ("TCO") covering such units has been issued. Sponsor will send Closing notices for units covered by TCO's and Purchasers will be required to close with a TCO rather than with a Permanent Certificate of Occupancy in place. TCO's are usually issued for three (3) months at a time.

The NYC Department of Buildings advises Purchasers to houses and apartments, who close with only a TCO in place, to consult with their attorneys and engineers to assure that sufficient funds are escrowed or otherwise secured for Sponsor to obtain a permanent or final Certificate of Occupancy. It is strongly recommended that buyers consult the "DOB Website / Consumer Tips" for its recommendation when buying units in a building that does not have a Final Certificate of Occupancy. Buyers are advised to visit the New York City Department of Buildings Website / Consumers Tips for recommendations when buying units in a Condominium that does not have a Final Certificate of Occupancy. Sponsor does anticipate having a Final Certificate of Occupancy within one year from the First Closing. Purchasers are advised to ascertain that sufficient money is held in escrow in order for the Sponsor to obtain a Permanent Certificate of Occupancy. (See Part I, Section "C(4)").

Complete details regarding the issuance of the Certificate of Occupancy are discussed in this Offering Plan. Purchasers are advised to ascertain that sufficient money is held in escrow in order for the Sponsor to obtain a Permanent Certificate of Occupancy. (See Part I, Section "C"(4)).

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy . Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a

FCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings.

Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf".

22. RESERVE FUND

The Condominium will have a reserve fund in the amount of $13,000, which will be a reserve for capital expenditures. The reserve fund will be funded by Unit Owners through their monthly common charges.

The Reserve Fund shall be used for capital expenditures. Sponsor does not represent or warrant that the Condominium will have sufficient funds for any such capital expenditures within or after three (3) years following the Closing Date should such capital expenditures be needed.

While the Sponsor is in control of the Board of Managers, the Reserve Fund or Working Capital Fund may not be used to reduce projected common charges in the Offering Plan.

Neither the New York State Department of Law or any other governmental agency has passed upon the adequacy of the Reserve Fund. (See Part I, Section "X").

23. SPONSOR HAS THE RIGHT TO SELL UNITS FOR INVESTMENT OR RESALE

The Sponsor has the right to sell Units to Purchasers for investment or for resale. It is possible that certain owners of Condominium Units will not be residents of the Condominium. Sponsor has further reserved the right to enter into Interim Leases for any Unit prior to closing of the sale with the Purchaser thereof or with any other party, and residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or non-Sponsor Unit Owners. Individuals leasing Unit from Sponsor will not, except as expressly provided in their respective Interim Leases have any special rights to purchase such Units. In addition, a Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at closing free and clear of all leases and tenancies, except as may otherwise be agreed to in writing

by the parties. A purchaser acquiring a unit that has been previously occupied will be purchasing the unit "as is". (See Part I, Section "C" and "T").

24. SPONSOR MAY CONTINUE TO SHOW UNSOLD UNITS TO PROSPECTIVE PURCHASERS

While Units are being offered for sale or lease by the Sponsor or its designees, there will be a greater number of visitors to the building than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. (See Part I, Section "C").

25. UNIT OWNERS MUST NOTIFY BOARD OF MANAGERS AND/OR MANAGING AGENT OF CHILDREN AGE TEN AND UNDER RESIDING IN THE CONDOMINIUM

Each Unit Owner must notify the Managing Agent, or the Board of Managers if there is no Managing Agent, when a child or children ages ten (10) years and under lives or resides, permanently or temporarily in the Condominium Unit. Each Unit Owner must install at the Unit Owner's sole cost and expense the required window guards in all windows of the Unit. The Unit Owner must maintain all window guards installed in the Unit and shall not remove same until permitted by applicable law and in any event, without the written consent of the Managing Agent or the Board of Managers. (See Part I, Section "T").

26. SPONSOR MAY SEEK SPECIFIC PERFORMANCE OF THE PURCHASE AGREEMENT

In accordance with the disclosure required by, 13 NYCRR 20.3(o)(9), the Sponsor may seek specific performance of the Purchase Agreement to compel the Purchaser to purchase the subject Condominium Unit. (See Part I, Section "K").

27. INCREASE OR DECREASE IN COMMON INTEREST

The Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act and accordingly based upon a comparison of the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. (See Part I, Section "E", Schedule "A", Footnote "iv").

Unless an affected Purchaser consents, no material change will be made in unit size, layout of common interest if a Purchase Agreement have been executed and delivered to the Sponsor for that Unit.

Based upon final specifications, construction conditions and/or "as-built" Plans for the building reflecting relative measurements, areas and uses of portions of the building, application of such method of allocation of Common Interest may justify a minor

increase or decrease in the aggregate Common Interest appurtenant to the Units. In such event, the Common Interest appurtenant to each individual Unit would be adjusted pro rata. No change will be made to the common interest unless the affected purchaser consents to such change. Sponsor expressly reserves the right, from time to time, prior to the first closing, to effect such a change in the common interests and to amend the Plan so as to reflect the same. In no event, however, will the common interest of any residential Unit be increased as result of any of the foregoing by more than 5%.

28. MEASUREMENTS OF INTERIOR OF UNIT

The approximate floor area of each Condominium Unit is measured as follows: (a) vertically from the top of the concrete or wood flooring to the underside of the sheetrock ceiling and (b) horizontally approximately to the outside fact of the masonry work at the exterior walls of the building and approximately to the non-unit side of the walls and partitions (dividing the units from corridors, stairs and mechanical spaces).

The square footage of each unit is not based upon measurements from interior surfaces of interior walls and the actual area comprising the condominium unit is substantially less than listed on Schedule A of this offering plan. The square footage set forth in the offering plan exceeds the actual usable floor area of the Unit. (See Part I, Section "E", footnote ii of Schedule "A").

29. FOREIGN GOVERNMENT PURCHASERS OR RESIDENT REPRESENTATIVES FROM A FOREIGN GOVERNMENT MUST WAIVE IMMUNITY.

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (examples are diplomatic immunity or sovereign immunity) shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement, the Condominium Documents or this Offering Plan being brought in any State or Federal Court in the State of New York. Any such Purchaser and any other Purchaser who is not a resident of New York State shall designate and authorize a lawful agent to receive process. (See Part I, Section "K"(22) and Part II, Section "FF").

30. PARKING SPACES ASSIGNED AS LIMITED COMMON ELEMENT.

There are eight (8) parking spaces which will be assigned one parking space to each Unit as limited common element. (See Part I, Section "C").

Parking spaces may only be used for the parking of currently registered passenger automobiles, all of which must be validly registered with the Department of Motor Vehicles of any State of the United States of America. Parking Spaces may not be used to repair or work on any vehicle.

31. ONE WATER METER FOR THE CONDOMINIUM BUILDING

The Units will not be individually metered for water. There will be one (1) water meter to measure all water consumed by condominium Unit Owners. The budget figure for water and sewer charges have been estimated based upon estimated annual water and sewer charges published by the New York City Bureau of Water & Energy Conservation and for similar Buildings with approximately the same number Units and in accordance with rates currently in effect in New York City. Because there is one (1) water meter, it is possible that if certain Unit Owners use more water than others, the Unit Owners using less water would conceivably be subsidizing the cost of water for those Unit Owners using more water than others. (see Part I, Section "F"(v)).

32. LATE FEES TO BE PAID BY PURCHASERS FOR FAILING TO CLOSE ON THE CLOSING DATE

If the Purchaser fails to close on the Closing Date for any reason, then (i) the closing adjustments shall be made as of midnight of the day preceding the date originally scheduled for the Closing Date and (ii) the Purchaser shall pay to Sponsor, as a late fee, an amount equal to .03% times the unpaid portion of the purchase price for his or her Unit for each days delay, beginning with the date originally scheduled for the Closing Date to and including the day immediately preceding the actual Closing Date. The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor postpones the Closing Date except to the extent that thereafter the Purchaser postpones the closing for any reason or is in default. (see Part I, Section "P"(IX).

33. LEASING AND SELLING OF CONDOMINIUM UNITS

Unit Owners may not lease any portion of an apartment less than the entire apartment. Purchasers are prohibited from listing their Units for sale prior to the closing of such Unit. (see Part I, Section "T"(7)).

34. ROOF WARRANTY

The expected life span of the roof is ten to fifteen years. Sponsor will provide a ten (10) year no dollar limit warranty.

35. SPONSOR TO RETAIN ARCHITECT OR ENGINEER.

Sponsor, at Sponsor's sole cost and expense will or has retained the service of an architect or engineer for controlled inspection for borings, soil percolation tests, subgrade, concrete test cylinders, masonry units, mechanical ventilation, fire stopping and installation of drywells all in accordance with the requirements of the New York City Building Code.

36. THERE MAY ALWAYS BE A SUBSTANTIAL PERCENTAGE OF OWNERS WHO ARE NON-RESIDENTS.

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

37. SURVEY FEE TO BE PAID BY PURCHASERS AT CLOSING

Purchaser shall be required to pay a $200.00 survey to Sponsor at closing to reimburse the Sponsor for obtaining a survey for the completed condominium building. (see Part I, Section "P"(iii)).

38. TIME LIMITATION FOR SPONSOR TO ACCEPT OR REJECT PURCHASE AGREEMENT.

A Purchaser may not know if the Sponsor has accepted the Purchase Agreement for at up to thirty (30) days from the date when Sponsor receives a fully executed Purchase Agreement from Purchaser. Sponsor will either accept a Purchase Agreement and cause to be returned to Purchaser a fully executed counterpart thereof or reject the Purchase Agreement offer and refund the Down Payment tendered within thirty (30) days after delivery by Purchaser of an executed Purchase Agreement together with the required Down Payment. In the event Sponsor fails to elect to accept or reject within the stated thirty (30) day period, Sponsor will be deemed to have rejected same and Purchaser shall be entitled to a prompt return of the deposit. (see Part I, Section "K"(4)).

39. SPONSOR MAY OBTAIN OR PROVIDE FINANCING FOR PURCHASER IF PURCHASER IS DENIED A LOAN FROM A LENDER TO WHOM PURCHASER APPLIES.

Sponsor may attempt to obtain a commitment from a lending institution for a Mortgage Loan for Purchaser covering the Unit in the same amount on substantially the same terms and conditions as Purchaser makes application for.

If the Sponsor exercises it right to attempt to obtain a mortgage commitment for the Purchaser from another lending institution in the same amount on substantially the same terms and conditions, Sponsor must do so within forty-five (45) days from the date that the Purchaser advises the Sponsor in writing with a copy of a lender's denial letter that the Purchaser's mortgage application was denied. Sponsor must notify the Purchaser within fifteen (15) days from the date Sponsor receives the aforesaid notice from Purchaser whether Sponsor intends to (a) attempt to procure financing for Purchaser or (b) if Sponsor will provide the financing directly to Purchaser as permitted pursuant to the above paragraph. If Sponsor attempts to obtain a mortgage commitment

for the Purchaser, Sponsor will not receive any compensation for obtaining a mortgage commitment for Purchaser.

If the Sponsor obtain a mortgage commitment for the Purchase or provides financing to Purchaser, then Purchaser shall pay for the mortgage application for a lender obtained by Sponsor in an amount not to exceed the amount of application fee paid by Purchaser for the mortgage which Purchaser applied for. (see Part I, Section "K"(3)). If Sponsor attempts to obtain a mortgage commitment for the Purchaser, Sponsor will not receive any compensation for obtaining a mortgage commitment for Purchaser.

40. SPONSOR TO TRANSFER CERTAIN DOCUMENTS TO THE BOARD OF MANAGERS.

The following documents shall be transferred to the condominium management upon transfer of control Operation & Maintenance ("O&M") manuals for mechanical equipment; Electronic system manual; Re-commissioning manual (as applicable); equipment warranties; Roof Warranty; Major equipment Start-Up Sheets; Control System As-Built; Original Test & Balance Report for HVAC System; Indoor Air Quality report; Final As-Built drawings as maintained during construction, i.e., structural, mechanical, electrical, plumbing and shop drawings.

41. NO PASSIVE RADON-RESISTANT MITIGATION SYSTEM.

The Sponsor has not installed any Radon-Resistant Mitigation System in the condominium building.

42. BALCONIES, ROOF CABANAS AND TERRACES MUST REMAIN OPEN AS BUILT.

Balconies, roof cabanas and terraces must remain open as built. If the owner wants to install an enclosure and the condominium by-laws would allow it, the enclosure must be built via the proper approvals and in strict compliance with the requirements of the Department of Buildings or the local authority having jurisdiction.

43. ELECTRONICALLY LOCKED DOORS MUST BE CONNECTED TO FIRE ALARM.

All electrically locked doors, if any, must be tied to the fire alarm and all locking mechanisms will disengage in case of fire or in case of loss or electrical current. During normal conditions, the Unit Owner will be able to manually lock said doors by use of a key. In case of a fire, these doors will unlock to provide passage for fire personnel between both fire stairs. No alterations to above-mentioned doors not locking mechanisms added to said doors will be permissible under any circumstances as such alterations will violate fire code requirements. These doors must be labeled.

44. HEATING EQUIPMENT BEYOND ANY WARRANTY PERIOD IS THE RESPONSIBILITY OF THE UNIT OWNER.

Replacement of the heating equipment or any part of the equipment beyond the warranty period will be the responsibility of the Unit Owner. Heating equipment is not part of the common elements. Each Unit has independent Heating and air conditioning servicing their own Unit.

45. AIR CONDITIONING EQUIPMENT BEYOND ANY WARRANTY PERIOD IS THE RESPONSIBILITY OF THE UNIT OWNER.

Replacement of the individual air conditioning equipment or any part of the equipment beyond the warranty period will be the responsibility of the Unit Owner. Air conditioning equipment is not part of the common elements. Each Unit has independent Heating and air conditioning servicing their own Unit.

46. WOOD FLOORS TO BE PROPERLY MAINTAINED BY THE UNIT OWNER.

The Units will be delivered with wood floors, which should not be washed with water and need to be maintained according to the manufacturer's recommendations. Wood is also subject to changes as a result of humidity as well as chipping, scratching and cracking. Sponsor makes no representation or warranty that the wood floors will maintain their appearance after they are subject to wear and tear.

47. STORAGE ROOMS FOR PERSONAL EFFECTS OF UNIT OWNER ONLY.

Storage rooms may only be used for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item, or any hazardous substance, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein. Storage rooms may not be used as dwelling space; negligence to this requirement may result in violation placed against the building which will be the obligation of the individual Unit Owner responsible for such negligence to remove.

48. LIMITATIONS ON USE OF TERRACES, ROOF CABANAS AND STORAGE SPACES.

Terraces, terraces, storage spaces and roof cabanas may not be used for any type of occupancy, including but not limited to sleeping, living rooms, recreation rooms, offices and storage (on terraces). To do so may result in the authorities having jurisdiction issuing a violation against the property.

49. LOT LINE WINDOWS

The windows at the sides of the property are considered lot line windows. Lot line window openings are protected with interior sprinkler heads. As of the date of this offering plan the lot line windows of this condominium building have no building walls directly adjacent to them. In the future, there is a possibility that the lot line windows could become partially or totally obscured. In all probability, the lot line windows would be removed and the window openings closed with a three-hour masonry wall and sheetrock on the inside. If in the future the lot line windows are sealed or closed up, the legal use of any of the rooms in which there are presently lot line windows will not change. If the Building Code requires that some or all of the Lot Line Window openings be closed, then the cost to close such window openings will be borne by all Unit Owners of the Condominium as a common expense. The cost to close up a Lot Line Window are approximately $1,500 per window. Units 5, 6 & 7 have Lot Line Windows (See Part I, Section "C").

PART I

A. DEFINITIONS OF TERMS USED IN THIS OFFERING PLAN

The following words as hereinafter referred to shall be defined as follows:

"Appurtenant Interest" shall mean with respect to any Unit, the undivided interest of the owner thereof, pursuant to Section 339-x of the Condominium Act.

"Assessments" shall mean the charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-Laws).

"Board" or "Board of Managers" or "Condominium Board" means the Board of Managers of the Condominium which is the overall governing body of the Condominium which represents all the Unit Owners and Managers the Condominium pursuant to the provisions of the Declaration, By-Laws, and of the Plan.

"Building" or "Condominium Building" means the building structure known by the address 210 Pacific Street, Brooklyn, County of Kings, City and State of New York which is located on the Land, in which the Condominium will be located.

"Building Department" or "Department of Buildings" shall mean the New York City Department of Buildings or any successor agency.

"By-Laws" means the By-Laws governing the operation of the Condominium, the form of which is set forth in Part II of the Plan, as the same may be amended from time to time.

"Closing" or **"Closing of Title"** shall be the time, place and procedure by which fee title to the Unit in question is conveyed to a Purchaser pursuant to a fully executed Purchase Agreement.

"Closing Date" shall be the date upon which a Closing occurs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Charges" means any charges allocated and/or assessed by the Condominium Board against any Unit Owner and/or each Unit's proportionate share of the Common Expenses in accordance with its common interest.

"Common Elements" means all portions of the Condominium other than the Units, including without limitation the land, walls and structural elements of the building, storage tank room, electric meter room, pump room, electric meter room, elevator mechanical room, recreation room, lobby, mail room, lobby lavatory, common gym, mechanical room (roof), roof common terrace and certain other portions of the building to be set aside for common use.

"Common Expense" means all costs and expenses incurred or paid generally by the Board in connection with the operation of the Condominium, which pursuant to the Plan, the Declaration and the By-Laws, are, except as set forth in the Plan and the Condominium By-Laws, to be paid by the Unit Owners in proportion to their Common Interest, as summarized in "Rights and Obligations of Unit Owners and Board of Managers; Summary of By-Laws" and as more fully described in the Declaration and the By-Laws.

"Common Interest" means the proportionate undivided interest each expressed as a numerical percentage in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interest attributable to each Unit is set forth on Schedule B annexed to the Declaration.

"Condominium" means 210 Pacific Condominium which is established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-Laws and is composed of the Unit Owners.

"Condominium Act" means Article 9-B of the Real Property Law of the State of New York as the same may be amended from time to time.

"Condominium Board" shall mean the Board of Managers of the Condominium who will manage the affairs the Condominium.

"Condominium Documents" means collectively this Plan, the Declaration, the By-Laws and the Rules and Regulations thereunder, as the same may be amended from time to time.

"Condominium Unit" or "Residential Unit" or "Residential Condominium Unit" means a Unit of residential housing now or hereafter situated on the property. A Residential Unit is equivalent to the term "Unit" as the same is used in Article 9-B of the Real Property Law. A Residential Unit shall be used for residential purposes only, including home occupancy, and not more than one family may occupy a Residential Unit at one time. A Residential Unit may not be used for any "dormitory", "bed and breakfast" or other transient hotel-type entity. A Residential Unit may be used for any other lawful purpose, provided such use is permitted by, and complies with Law, does not violate the then existing Certificate of Occupancy covering the Building and the Condominium Board, in its sole discretion, grants permission for such use.

"Declaration" or "Declaration of Condominium" means the instrument by which the property is submitted to the provisions of the Condominium Act, and such instrument as from time to time amended, consistent with the provisions of the Condominium Act and of the By-Laws.

"Department of Law" means the Real Estate Financing Bureau of the New York State Department of Law, 120 Broadway, New York, New York 10271.

"Deposit" or "Down Payment" shall mean all deposits, down payments, advances or payments made by Purchasers prior to the closing of each individual transaction.

"Designee" means any individual or entity so designated in writing by a Unit Owner or Sponsor as the case may be authorized to make such designation.

"Effective Date" shall mean the date upon which Sponsor has declared the Offering Plan effective pursuant to the provisions of the General Business Law of the State of New York.

"Eligible Holder" means a holder, insurer or guarantor of a first mortgage on a unit in a condominium.

"Exhibits" means collectively Exhibits A, B, C and D which were submitted to the Department of Law in connection with the submission of this Plan to such Department.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property.

"Filing Date" means the date that the Offering Plan or an amendment to the Offering Plans is or was accepted for filing by the New York State Department of Law.

"First Unit Closing" or **"First Closing"** shall mean the first date that title to a Condominium Unit is transferred to a Purchaser under the Plan.

"First Year's Budget" shall mean the Section of the Plan entitled "Schedule B – First Year's Budget". The First Year's Budget is sometimes referred to herein as "Schedule B".

"Floor Plans" means the floor Plans of the Units and Building certified to by a professional engineer or registered architect, to be filed with the Office of the City Register, simultaneously with the recording of the Declaration, together with any supplemental floor Plans thereto, copies of which are reproduced in Part II of the Plan.

"GBL" or **"General Business Law"** shall mean the New York State General Business Law.

"Land" means the parcel of land located in the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York, as Block 279, Lot 24 and more particularly described in Schedule A to the Declaration.

"Law" means the laws and ordinances of any or all of the Federal, New York State, New York City and County (where the Condominium is located) governments, the rules,

regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" means, with respect to each Unit, those Common Elements, if any, which are so designated on the Floor Plans or in the Declaration and which serve or benefit exclusively some, but not all, of the Unit Owners and areas which are irrevocably restricted in use to specified Unit Owners, subject to the right of the Board of Managers, or their designees to enter upon any restricted area for maintenance, repair and inspection of a Unit or Common Elements and subject to the rules of the Board of Managers. Limited Common Elements include but are not limited to terraces, parking spaces, storage rooms and roof cabanas.

"**Majority**" means a more than fifty percent (50%) in Common Interest in the aggregate, as may be specified herein or in the Declaration or the Bylaws with respect to any matter or matters. Any specified percentage of Unit Owners means such percentage in Common Interest in the aggregate, as may be specified herein or in the aggregate, as may be specified herein or in the Declaration or the Bylaws with respect to any matter or matters, provided, however that different percentages in interest and in number of Units may be so specified.

"Managing Agent" shall mean a person or entity employed by the Condominium Board to undertake and perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in the Bylaws.

"Offering Plan" shall mean the document filed with the New York State Department of Law which describes the Condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time.

"Operation of the Property" means the administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

"Party Wall" as hereinafter referred to shall be defined as a wall which is common to and separates two or more Units.

"Permanent Certificate of Occupancy" shall mean the Permanent Certificate of Occupancy issued by the New York City Department of Buildings for the Building.

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described on Schedule A annexed to the form of Purchase Agreement.

"Permitted Mortgage" means a mortgage placed on a Unit made to a bank, a trust company, an insurance company, a federal savings and loan association, a pension fund or other institutional lender, the Sponsor, a Sponsor-designee, or the Seller of the Unit.

"Permitted Mortgagee" means the holder of a Permitted Mortgage.

"Person" means a natural person, corporation, partnership, limited liability company, trust, trustee, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other legal entity.

"Plan" means the Condominium Offering Plan for 210 Pacific Condominium promulgated by the Sponsor pursuant to Section 352-e of the General Business Law of the State of New York and any and all amendments thereto.

"Plans and Specifications" shall mean the Plans and specifications for the construction of the Building which (to the extent required by Law) have been or will be filed with the Building Department and which may from time to time be amended in accordance with the provisions of the Plan.

"Power of Attorney" means the document signed by Unit Owners which (i) appoints the Board of Managers as attorney in fact to acquire on behalf of all Unit Owners, any Unit that the Unit Owner of which wishes to sell or abandon, together with the Appurtenant Interest thereto, and to deal with any such Units so acquired as they may determine and (ii) appoint the Sponsor, as attorney in fact, to amend the Declaration, the Bylaws, the Rules and Regulations of the Condominium, or any of said documents under certain conditions set forth in the Power of Attorney.

"Property" means and includes collectively the Land and the Building, and all other improvements thereon, 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, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.

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

"Purchaser" shall mean a Purchaser of a Unit pursuant to a Purchase Agreement.

"Register's Offices" shall mean the Office of the Register of the City of New York.

"Rules and Regulations" means the rules and regulations made in accordance with the By-Laws of the Condominium as the same may be amended from time to time, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the Bylaws.

"Schedule A" shall mean the Section of the Plan entitled "Schedule A – Offering Prices of Units and Related Information".

"Schedule B" shall mean the Section of the Plan entitled "Schedule B – First Year's Budget". Schedule B is sometimes referred to herein as the First Year's Budget.

"Schedule B-1" shall mean the Section of the Plan entitled "Schedule B-1 – for Individual Energy Costs".

"Selling Agent" means the Sponsor, or any Selling Agent named in the Plan or any successor Selling Agent at any time in question.

"Service Equipment" shall mean all of the following now or hereafter installed in the Building, serving one or more Units or the Limited Common Elements, if any, appurtenant thereto: (i) pipes, wires, ducts, risers, cables, conduits and (ii) mechanical, electrical and other equipment, including antennas, satellite dishes and other communication devices.

"Signs" means any sign, advertisement, notice or other lettering.

"Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-Laws), in accordance with the By-Laws of the Condominium.

"Sponsor" means the promoter of the project and/or the Offering Plan to convert or create the particular parcel of property to Condominium Ownership. The Declarant under the declaration of Condominium for the Property is the Sponsor of the Offering Plan. 210 PAC LLC is the Sponsor and Declarant.

"Sponsor Designee" means any person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all of the rights of a Sponsor-designee. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee".

"Unit" means any space designated as a Unit in the Declaration.

"Unit Deed" shall mean the deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.

"Unit Designation" shall mean the number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the Floor Plans.

"Unit Owner" or **"Unit Owners"** means any owner or owners of a Condominium Unit in the Condominium. All of such Unit Owners are collectively referred to as "Unit Owner". "Unit Owner" and shall have the meaning ascribed to it in Article 9-B of the Real Property Law of the State of New York. Every Unit Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

"Unsold Unit" means any Unit held by the Sponsor or Sponsor's designee or any Construction Lender or Sponsor or Receiver appointed by such Construction Lender or a Purchaser at a foreclosure sale held by such Construction Lender or any designee of such Construction Lender or any entity acquiring Sponsor's Units by a deed in lieu of foreclosure. The owner of Unsold Units shall have the same rights, privileges, exemptions and benefits with respect to its Unsold Units as Sponsor has under this Plan and the Declaration and By-Laws with respect to the Units owned by Sponsor.

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B. INTRODUCTION

(1) Offer Made by Offering Plan.

The purpose of the Offering Plan is to set forth all of the material terms of the offer in order to allow prospective Purchasers to make an informed decision regarding their purchase of a Unit.

Under New York law, a Sponsor may not offer Condominium Units for sale unless and until an Offering Plan has been accepted for filing by the Department of Law of the State of New York.

The Offering Plan may be amended from time to time when an amendment is filed by Sponsor with the New York State Department of Law. All amendments will be served on all offerees (all Purchasers and Unit Owners) as defined in Part 20.1(d) of Title 13 NYCRR. An amendment is not effective until the Department of Law of the State of New York has accepted the amendment for filing.

(2) Applicable Law.

The Condominium is subject to and complies with the New York Condominium Act (Article 9-B of the New York Real Property Law).

(3) Sponsor.

The Sponsor is 210 PAC LLC, a New York limited liability company.

The Sponsor acquired the real property upon which the Condominium is being constructed on March 19, 2012.

There will be one (1) building built on the site of this condominium. The 210 Pacific Condominium will consist of seven (7) stories consisting of a cellar, 1st floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor and 7th floor, which will contain eight (8) Residential Condominium Units.

Sponsor reserves the unconditional right to rent rather than sell Units. Sponsor will endeavor in good faith to sell Units rather than rent. If Sponsor makes a bulk sale of all or some of its unsold Units, the transferee successor Sponsor is bound by Sponsor's representations regarding its commitment to sell Units.

There are no limits or requirements imposed by present the lender for Sponsor to rent rather than sell under specified market conditions.

Sponsor has obtained acquisition and development financing for the project from Valley National Bank. Sponsor must obtain a release of lien by any mortgagee prior to or at the time of conveyance of a Condominium Unit to the Purchaser.

(4) Size of the Offering.

The Sponsor hereby offers for sale eight (8) Residential Condominium Units in one (1) newly constructed building and eight (8) Parking Space Condominium Units in located on the ground floor of the Building (which are assigned as limited common element – one (1) parking space to each Condominium Unit).

The eight (8) Residential Condominium Units for sale are located on the cellar, 1st floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor and 7th floor.

It is anticipated that the construction of the all Units will be substantially completed in April 2015. Sponsor intend to convey title to the Unit Purchasers on or about May 1, 2015.

Units for Sale:

The prices for all Units being offered for sale are set forth on Schedule "A" which is included in this Offering Plan.

There are no Units or property interests which are not offered for sale.

The entire common interest is divided among all of the units in the building in accordance with Section 339-i(1)(iv) of the Real Property Law of the State of New York which allocates common interest based floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

Parking Spaces:

There are eight (8) Parking Space Condominium Units which are assigned one (1) parking space to each Condominium Unit as Limited Common Element.

Parking spaces may only be used for the parking of currently registered passenger automobiles, all of which must be validly registered with the Department of Motor Vehicles of any State of the United States of America.

Common Areas:

All common areas as identified and described in this Offering Plan will be owned by all Unit Owners as common element.

(5) Percentages of Common Interest.

The percentages of common interest and the number of Units are set forth on Schedule "A" of this Offering Plan.

(6) Basic Aspects of Condominium Ownership.

(i) Outright Ownership.

Ownership of a Condominium is similar in many respects to the ownership of a private one-family home. Each Purchaser owns his or her Unit outright and is entitled to the exclusive possession of his or her Unit together with an interest in and right to use the Common Elements, and exclusive right to use Limited Common Elements.

(ii) Differences between the space owned exclusively by a Unit Owner and Common Elements and Limited Common Elements.

Space located inside of the Condominium Unit is owned by a Unit Owner for his or her exclusive use. Use of the Unit is controlled by the provisions of the Condominium Declaration, By-Laws and any rules and regulations promulgated pursuant to these documents. The interior living space of the Unit is generally exclusive space. It must be maintained and decorated by the Unit Owner at his or her own expense.

Common Elements are those portions of the Building used by all Unit Owners together. Examples of Common Elements are the hallways and the stairs which are located outside of the Condominium Unit. The Common Elements are not the exclusive property of any one Unit Owner. The land, walls and structural elements of the building, storage tank room, pump room, electric meter room, elevator mechanical room, recreation room, lobby, mail room, lobby lavatory, common gym, mechanical room (roof), roof common terrace and certain other portions of the building to be set aside for common use.

Limited Common Elements of the Condominium consist of the portion of the land or Building, other than the Units themselves, which are for the use of one or more specified Units to the exclusion of all other Units. Limited Common Elements include but are not limited to terraces, storage rooms, parking spaces and roof cabanas.

(iii) Payment of Common Charges.

Each Unit Owner must pay common charges in accordance with the Declaration, By-Laws and Sections 339-i and 339-m and other related provisions of the New York Condominium Act (Article 9-B of the New York Real Property Law). Common charges are paid in proportion to the Unit Owner's respective interest in the Common Elements and are used for the operation and maintenance of the Condominium property as the Board of Managers determines in the exercise of its business judgment.

(iv) Compliance with Declaration, By-Laws, Rules and Regulations.

Each Unit Owner is obligated to comply with the Declaration of the Condominium, the By-Laws, Rules and Regulations and any other requirements of the Board of Managers.

(v) Restrictions on Use, Resale, Leasing and Mortgaging Condominium Unit

A Unit Owner may not lease any Unit for a term of less than six (6) months.

There are no restrictions on the use or mortgaging of Condominium Units.

(vi) Board of Managers.

The Board of Managers governs the affairs of the Condominium and supervises the operation of the property. Each Unit Owner has the right to vote at annual elections for the Board of Managers in accordance with the Condominium Declaration and By-Laws. There exists no governmental agency to regulate the internal affairs and management of a Condominium in New York. Any controversy among Unit Owners must be resolved by the Unit Owners in accordance with the By-Laws of the Condominium.

Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., as a home as opposed to an investment.

Purchasers for their own occupancy may never gain control of the Board of Managers.

After voting control terminates, a majority of the Board of Managers need not be owner occupants or members of an owner-occupant's household who are unrelated to Sponsor or principals of Sponsor.

The Board of Managers governs the affairs of the Condominium and supervises the operation of the property. Each Unit Owner has the right to vote at annual elections for the Board of Managers in accordance with the Condominium Declaration and By-Laws. There exists no governmental agency to regulate the internal affairs and management of a Condominium in New York. Any controversy among Unit Owners must be resolved by the Unit Owners in accordance with the By-Laws of the Condominium. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., as a home as opposed to an investment.

(vii) Taxation and Mortgages.

Each Condominium Unit will be separately taxed and may be separately mortgaged.

(viii) Maintenance, Repairs and Insurance.

A Unit Owner will be responsible for maintenance and repairs inside of the Condominium Unit, for areas which are Limited Common Element to the Condominium Unit and for any equipment which is exclusively used by the Condominium Unit Owner, such as items which service only the individual Condominium Unit. The Unit Owner will be responsible for obtaining and maintaining casualty and liability insurance for the interior of the Condominium Unit and all of its contents. The Condominium will be responsible for maintaining and repairing all common areas of the Condominium.

(7) Equipment and Fixtures are Included in the Offering Price.

All of the equipment and fixtures described in this Plan are included in the offering price.

(8) Prices Fixed by Sponsor Alone.

The prices for the Units offered through this Plan are not subject to approval by the New York State Department of Law or any other governmental agency.

(9) Plan Contains All Material Terms.

The Offering Plan delivered to prospective Purchasers contains all of the material terms of the transaction.

Copies of all documents referred to in the Offering Plan and all Exhibits submitted to the New York State Department of Law in connection with the filing of the Offering Plan will be available for inspection by prospective Purchasers and their attorneys without charge, and for copying at reasonable charge at the site whenever an on-site sales office is open, at the office of the Sponsor as well as at the New York State Department of Law.

The Offering Plan is presented in two parts which together constitute the entire Offering Plan. Part I sets forth a general description of the Plan and Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed description of the Property, legal opinions as to certain tax matters discussed in the Offering Plan, certifications of Sponsor and certain experts.

A prospective Purchaser may obtain the Plan upon payment of a $100.00 deposit, which amount will be fully refunded upon either (i) the prompt return (30 days

from date of receipt by prospective Purchaser or prospective Purchaser's attorney) of the Offering Plan in good condition or (ii) the execution by the prospective Purchaser of a Purchase Agreement subsequently accepted by Sponsor.

(10) Limitations on Who May Purchase Units

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

The Condominium Units may only be offered to individuals over the age of eighteen (18) years, corporations, and other entities that may legally own real property in the State of New York.

The Sponsor and the Board of Managers and its agents may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, marital status or other grounds prohibited by law.

The Purchase Agreement once executed by the Purchaser(s) and Sponsor are non-assignable without the express written consent of the Sponsor.

(11) Purchasers Advised to Read Offering Plan.

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

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C. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

(1) General Descriptions of the land, building, Units, parking facilities, recreational facilities and amenities:

GENERAL DESCRIPTION OF THE LAND

The Condominium is located in the Brooklyn, City and State of New York. The land is located at 210 Pacific Street, Brooklyn, New York. A metes and bounds description of the Land is set forth in the Declaration in Part II of the Plan. The Property is presently designated as Block 279, Lot 24 on the Tax Map of the City of New York for the Borough of Brooklyn, County of Kings. The individual Condominium Units will be designated as a Condominium series of lots numbers by the City of New York whereby each Condominium will have and be known as an individual tax lot number.

The Property is located within zoning district R6A zone with a C2-4 overlay, as designated on Map 16c of the 1961 Zoning Resolution of the City of New York. The building plans have been approved by the New York City Department of Buildings. The Condominium Building is developed under Quality Housing Regulations.

GENERAL DESCRIPTION OF THE BUILDING

There is one (1) newly constructed building containing seven (7) stories consisting of a cellar, basement, 1st floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor and 7th floor which will contain eight (8) Residential Condominium Units.

The structure is of non-combustible construction.

The building is constructed of reinforced concrete frame and non-bearing reinforced concrete exterior walls at the perimeter. All floors consist of reinforced concrete and range from 4' thickness in the cellar to 8" thickness at all other floors. The foundation walls and footers are constructed of reinforced concrete. All outside foundation walls are waterproofed with negative side cementitous waterproofing.

The interior floor at the cellar will be concrete slab on grade. The interior floor assembly at the upper floors will be a wood flooring and sub-flooring, supported by 8" thick concrete slabs; which in turn will be supported by the poured concrete bearing columns.

The foundation for the building is poured in place 4,000 psi reinforced concrete.

The building is under construction and will be substantially completed as described in "Description of Property, Specifications and Building Condition" in Part II of the Plan. The building will be constructed in accordance with all applicable zoning and building laws, regulations, codes and other requirements including requirements of the New York City Building Code and applicable zoning requirements. Prospective

Purchasers may examine the building plans filed with the New York City Department of Buildings at the Sponsor's office or the Building Department. The building plans have been filed and approved by the New York City Department of Buildings.

While Units are being offered for sale or lease by the Sponsor or its designees, there will be a greater number of visitors to the building than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate.

Construction timetable - Construction work is in progress as of the date of this offering. Substantial completion is anticipated in April 2015 and the first closing will be on or about May 1, 2015. At the present time, the construction of the subject premises has been commenced and is in the process of construction.

The windows at the sides of the property are considered lot line windows. Lot line window openings are protected with interior sprinkler heads. As of the date of this offering plan the lot line windows of this condominium building have no building walls directly adjacent to them. In the future, there is a possibility that the lot line windows could become partially or totally obscured. In all probability, the lot line windows would be removed and the window openings closed with a three-hour masonry wall and sheetrock on the inside. If in the future the lot line windows are sealed or closed up, the legal use of any of the rooms in which there are presently lot line windows will not change. If the Building Code requires that some or all of the Lot Line Window openings be closed, then the cost to close such window openings will be borne by all Unit Owners of the Condominium as a common expense. The cost to close up a Lot Line Window are approximately $1,500 per window. Units 5, 6 & 7 have Lot Line Windows

Purchasers are advised to ascertain that sufficient money is held in escrow in order for the Sponsor to obtain a permanent certificate of occupancy.

GENERAL DESCRIPTION OF THE PARKING FACILITIES

There are eight (8) parking spaces which will be assigned one parking space to each Unit as limited common element.

Parking spaces may only be used for the parking of currently registered passenger automobiles, all of which must be validly registered with the Department of Motor Vehicles of any State of the United States of America. Parking Spaces may not be used to repair or work on any vehicle.

GENERAL DESCRIPTION OF THE UNITS

The Sponsor hereby offers for sale eight (8) Residential Condominium Units.

The eight (8) Residential Condominium Units for sale are located on the cellar, basement, 1st, 2nd, 3rd, 4th, 5th, 6th and 7th floors.

The condominium will contain:
One (1) – two (2) bedroom Condominium Units;
Five (5) – three (3) bedroom Condominium Units; and
Two (2) – four (4) bedroom Condominium Units.

The cellar floor in the building will contain the common gym, storage rooms, electric meter room, elevator, elevator machine room, storage tank room and pump room. The first floor (on grade) will contain the parking garage, recreation room, lobby, mail room and lobby lavatory.

The construction of the condominium building has been completed. The first closing will occur on or about May 1, 2015.

UNIT DESCRIPTIONS

Residential Units:

Unit 2 is located on the second floor and will consist of three (3) bedrooms with three (3) bathrooms, den, laundry closet, living / dining room, kitchen. Unit 2 will contain approximately 2,399 sq.ft. Unit 2 has a terrace of approximately 1,630 sq.ft.

Unit 3E is located on the third floor and will consist of three (3) bedrooms with two and one half (2 ½) bathrooms, laundry closet, living / dining room, kitchen. Unit 3E will contain approximately 1,812 sq.ft. Unit 3 has a cabana on the roof of approximately 236 sq.ft.

Unit 3W is located on the third floor and will consist of three (3) bedrooms with two (2) bathrooms, laundry closet, living / dining room, kitchen. Unit 3W will contain approximately 1,563 sq.ft. Unit 3 has a cabana on the roof of approximately 236 sq.ft.

Unit 4E is located on the fourth floor and will consist of three (3) bedrooms with two and one half (2 ½) bathrooms, laundry closet, living / dining room, kitchen. Unit 4E will contain approximately 1,812 sq.ft. Unit 4E has a cabana on the roof of approximately 195 sq.ft.

Unit 4W is located on the fourth floor and will consist of three (3) bedrooms with two (2) bathrooms, laundry closet, living / dining room, kitchen. Unit 4W will contain approximately 1,563 sq.ft. Unit 4W has a cabana on the roof of approximately 165 sq.ft.

Unit 5 is located on the fifth floor and will consist of four (4) bedrooms with three (3) bathrooms, laundry closet, living / dining room, storage closet and kitchen. Unit 5 will contain approximately 3,131 sq.ft. Unit 5 has a terrace of approximately 247 sq.ft.

Unit 6 is located on the sixth floor and will consist of four (4) bedrooms with three (3) bathrooms, laundry closet, living room, dining room, den, office and kitchen. Unit 6 will contain approximately 3,133 sq.ft. Unit 6 has a terrace of approximately 242 sq.ft.

Unit 7 is located on the seventh floor and will consist of three (3) bedrooms with three (3) bathrooms, laundry closet, living room, dining room, den, office and kitchen. Unit 7 will contain approximately 2,777 sq.ft. Unit 7 has a two (2) terraces totaling approximately 1,124 sq.ft.

A summary description of the Units offered for sale under this Plan is set forth in **"Introduction"** and **"Schedule A"**. Floor Plans for the Units are set forth in "Condominium Floor Plans" in Part II of the Plan.

The legal description of the Units, the Common Elements and the Limited Common Elements is set forth in the Declaration in Part II of the Plan and is summarized in **"Rights and Obligations of Unit Owners and Board of Managers, Summary of By-Laws"** in Part I of the Plan.

Limited Common Elements

There are Limited Common Elements associated with certain Units:

Unit 2 has a parking space, storage room and a terrace as limited common element;

Unit 3E has a parking space, storage room and a roof cabana as limited common element;

Unit 3W has a parking space, storage room and a roof cabana as limited common element;

Unit 4E has a parking space, storage room and a roof cabana as limited common element;

Unit 4W has a parking space, storage room and a roof cabana as limited common element;

Unit 5 has a parking space, storage room and a terrace as limited common element;

Unit 6 has a parking space, storage room and a terrace as limited common element;

Unit 7 has a parking space, storage room and two terraces as limited common element;

(2) Major Fixtures or Equipment Not Included in Offering Price

The Sponsor will provide a range, refrigerator and a dishwasher in each Unit. Clothing Washers and Dryers are NOT included in the purchase price. The Sponsor will not provide a clothes washer and clothes dryer in each condominium unit. Sponsor will provide a hook-up for a clothes washer and clothes dryer in each condominium unit. Sponsor will install and hook-up the dishwasher.

(3) Property to Comply with All Laws.

The property will be improved and the Units constructed in accordance with all applicable zoning and building laws, requirements and specify the laws and regulations that apply.

(4) Property to Comply with All Laws and Certificate of Occupancy to be Obtained by Sponsor.

It is anticipated that the construction of the all Units will be substantially completed in April 2015. Sponsor intends to convey title to the Unit Purchasers on or about May 1, 2015.

It should be noted by Purchasers that the Closing of individual Units under the Plan may occur prior to obtaining a Permanent Certificate of Occupancy for the Building. If only a Temporary Certificate of Occupancy is issued by the Closing Date, Sponsor will, at Sponsor and its principal's sole cost and expense, do and perform or cause to be performed all work and supply or cause to be supplied all materials necessary to renew the Temporary Certificate of Occupancy and to obtain such Permanent Certificate of Occupancy.

Until a Permanent Certificate of Occupancy for the building has been obtained, no Unit Owner may perform work or cause to be performed work in his or her Unit without Sponsor's prior written consent, which consent may be granted or withheld in Sponsor's sole and absolute discretion. If Sponsor shall give its written consent to such work then Sponsor shall not be released from its obligation under the Plan to renew any Temporary Certificate of Occupancy or to obtain a Permanent Certificate of Occupancy for the Building on account of any delays or impediments thereto arising as a result of the performance of such work. However, if any Unit Owner performs or causes to be performed any work in Purchaser's Unit without the written consent of Sponsor ("non-permitted work") and such non-permitted work prevents or delays Sponsor from obtaining, renewing or extending any temporary or Permanent Certificate of Occupancy, Sponsor shall take all reasonable measures against the Unit Owner, which measures shall include, if reasonably required, the commencement of appropriate legal and/or equitable action against such Unit Owner in a court of competent jurisdiction. Sponsor also has the right to enter into the Unit and perform all work necessary to obtain the Permanent Certificate of Occupancy at the sole cost and expense of the offending Unit Owner in addition to all legal remedies. Sponsor shall be entitled to exercise all rights and remedies at law and in equity with respect to such Unit Owner and the Unit Owner's work and Sponsor shall be entitled to recover from such Unit Owner any costs incurred by Sponsor (including, without limitation, court costs and reasonable attorney's fees) in enforcing such Unit Owner's obligations hereunder and under the By-Laws. In no event, shall Sponsor be required to appeal any unfavorable decision rendered by a court of competent jurisdiction. Sponsor may, but is not required to appeal any unfavorable decision. In any event, Sponsor is required to obtain a Permanent Certificate of Occupancy for the Condominium building. In addition, an action may be

brought by the Sponsor against a Unit Owner who violates Section 15 of Article V of the By-Laws, which provides that a Unit Owner is not permitted to make any structural addition, alteration or improvement to his or her Unit without the consent of the Board of Managers, which consent may be withheld in the Board's sole discretion.

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D. LOCATION AND AREA INFORMATION

Location

The Property is located on Pacific Street between Court Street and Boerum Place in the Borough of Brooklyn, County of Kings, City and State of New York.

The surrounding areas and neighborhood is composed of primarily of single family, multi-family detached and semi-detached residences and commercial stores and offices. The surrounding areas are residential with concentrated areas of retail and commercial properties. The properties adjacent to and to the north, east, south and west of the Condominium are all residential and commercial properties. To the Sponsor's knowledge, there are no adjacent or nearby properties which a reasonable Purchaser would find obnoxious.

Transportation

The "F" and "G" subway lines stop at Smith Street and Bergen Street approximately ¼ mile from the Condominium. The B61 and B63 bus lines run along Atlantic Avenue, approximately one block from the Condominium.

Shopping

There is local shopping along Atlantic Avenue within walking distance from the Condominium.

Recreational Facilities

Van Voorhes Lower Park is located at Congress Street and Columbia Avenue, approximately ½ mile from the Condominium.

Medical Facilities

Long Island College Hospital is located at 339 Hicks Street, Brooklyn, New York, approximately ½ mile from the Condominium.

Religious

There are various denominational houses of worship located within walking distance from the Condominium.

Educational Facilities

New York City Public schools and various religious and private schools are located within one (1) mile of the Property. P.S. 161 is located at 314 Pacific Street, Brooklyn New York. The School for Global Studies is the local Junior High School and High School and is located at 294 Baltic Street, Brooklyn, New York, located approximately ½ mile from the Condominium.

Police, Fire, Water, Sanitation. Snow Removal and Road Maintenance Services

Police, Fire, Water, Sanitation, Snow Removal and Road Maintenance Services are provided by the City of New York.

The 76th Police Precinct is located at 191 Union Street, Brooklyn, New York located approximately 3/4 mile from the Condominium.

NYC Fire Department Engine Company 224 is located at 274 Hicks Street, Brooklyn, New York located approximately 1/2 mile from the Condominium.

Sanitation services and rubbish is picked up by the New York City Sanitation Department. Unit Owners are required to place rubbish in trash chutes which will be deposited in the cellar trash room and which trash will be compacted and placed by the superintendent in an area designated by the Sanitation Department for pick up.

The City of New York will remove snow and maintain the roads in the street in front of the Condominium.

Zoning

The Property is located within zoning district R6A zone with a C2-4 overlay which permits residential use. The Condominium Building is developed under Quality Housing Regulations. The New York City Zoning Resolution as per Section 22-12 permits Use Group 2A Residential Uses as-of–right.

Options to Acquire Adjacent Areas

Neither the Sponsor nor the Sponsor's principals own, in whole or in part, or have an option or right to acquire, in whole or in part, any adjacent areas to the Condominium premises.

Easements

Each Unit Owner will have an easement in common with all other Unit Owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the Common Elements or located in other Units and servicing his Unit. Further, each Unit Owner will have an easement for the continuance of any encroachment by his Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter as a result of the settling of the Units or repair or alteration of the Unit by the Board of Managers, after damage by fire or other casualty or as a result of condemnation or eminent domain proceeding, or by reason of an alteration made by the Board to the Common Elements so that any such encroachment may remain undisturbed so long as the Unit stands. Each Unit will be subject to such encroachments and easements in favor of all other Units. The Board of Managers, its agents and employees shall have a right of access to the Units and the Common Elements (irrespective of the restricted nature of such Common Element) to inspect, maintain or repair the Common Elements or to make repairs to the Unit to prevent damage to the Common Elements or any other Unit.

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E. Offering Prices of Units and Related Information

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Schedule A - Unit Prices
Estimated Individual Expenses For The
210 Pacific Condominium
For the Period May 1, 2015 through April 30, 2016

	(i)	(ii)	(ii)	(ii)	(iii)	(iv)	(v)	(vi)	(vi)	(vi)	(vi)		
			Roof Cabana	Terrace			Estimate	Estimate	Estimate	Estimate	Estimate	Estimated	Estimated
		Square	Limited	Limited		Percentage	of Monthly	of Monthly	of Annual	of Monthly	of Annual	Monthly	Monthly
	Bedrooms /	Footage	Common	Common	Offering	of Common	Common	Real Estate	Real Estate	Real Estate	Real Estate	Carrying	Carrying
Apt. #	Bathrooms	of Unit	Element	Element	Price	Interest	Charges	Taxes	Taxes	Taxes	Taxes	Charges	Charges
			Sq. Ft.	Sq. Ft.				2014/2015 tax year	2014/2015 tax year	2015/2016 tax year	2015/2016 tax year	2014/2015 tax year	2015/2016 tax year
2	3 Bedroom / 3 Bathrooms + Parking Space and Storage Room	2,399	0	1,630	$3,250,000	13.00%	$ 1,336.96	$ 387.05	$ 4,644.64	$ 1,352.84	$ 16,234.08	$ 1,724.02	$ 2,689.80
3E	3 Bedroom / 2 1/2 Bathrooms + Parking Space and Storage Room	1,812	236	0	$2,400,000	10.00%	$ 1,028.43	$ 297.73	$ 3,572.80	$ 1,040.65	$ 12,487.75	$ 1,326.17	$ 2,069.08
3W	3 Bedroom / 2 Bathrooms + Parking Space and Storage Room	1,563	236	0	$2,100,000	8.00%	$ 822.75	$ 238.19	$ 2,858.24	$ 832.52	$ 9,990.20	$ 1,060.93	$ 1,655.26
4E	3 Bedroom / 2 1/2 Bathrooms + Parking Space and Storage Room	1,812	195	0	$2,450,000	10.00%	$ 1,028.43	$ 297.73	$ 3,572.80	$ 1,040.65	$ 12,487.75	$ 1,326.17	$ 2,069.08
4W	3 Bedroom / 2 Bathrooms + Parking Space and Storage Room	1,563	165	0	$2,150,000	8.00%	$ 822.75	$ 238.19	$ 2,858.24	$ 832.52	$ 9,990.20	$ 1,060.93	$ 1,655.26
5	4 Bedroom / 3 Bathrooms + Parking Space and Storage Room	3,131	0	247	$3,995,000	18.00%	$ 1,851.18	$ 535.92	$ 6,431.04	$ 1,873.16	$ 22,477.95	$ 2,387.10	$ 3,724.34
6	4 Bedroom / 3 Bathrooms + Parking Space and Storage Room	3,133	0	242	$4,150,000	18.00%	$ 1,851.18	$ 535.92	$ 6,431.04	$ 1,873.16	$ 22,477.95	$ 2,387.10	$ 3,724.34
7	3 Bedroom / 3 Bathrooms + Parking Space and Storage Room	2,777	0	1,124	$4,295,000	15.00%	$ 1,542.65	$ 446.60	$ 5,359.20	$ 1,560.97	$ 18,731.63	$ 1,989.25	$ 3,103.62
TOTAL		18,190	832	3,243	$24,790,000	100.00%	$ 10,284.33	$ 2,977.33	$ 35,728.00	$ 10,406.46	$ 124,877.50	$ 13,261.67	$ 20,690.79

There is a recreation room on the first floor which is for use by Unit Owners and there is a common gym in the cellar. The recreation room and the gym may not be used for habitation, may not be used as a bedroom or living room and doing so may result in a building code violation issued for the building.

FOOTNOTES TO SCHEDULE A

The amounts set forth on Schedule A are projected based on the assumption that the First Year of Condominium Operations will be the year from May 1, 2015 through April 30, 2016. The actual First Year of Condominium Operations may begin earlier or later than the projected date.

(i) The method of calculating the number of rooms is based on the New York City Department of Buildings determination of rooms. The number of bedrooms and baths is as set forth on the building plans approved by the New York City Department of Buildings. For more details regarding the rooms within the Units, please consult the floor plans in Part II, Section "II".

(ii) Any floor Plan or sketch or schedule shown to a prospective Purchaser is only an approximation within reasonable tolerances of the square foot area and layout of the Unit in question. Any material changes will be set forth in an amendment to the Offering Plan, and no material adverse change will be made in the size (ex. a decrease), configuration, or layout of a Unit for which an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within the Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists, and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer the materially adversely affected Purchaser(s) the right, for at least fifteen days, to rescind their Agreement and receive a refund of their deposit, together with all interest, if any, earned thereon. An increase in the size of a room or Unit will not on its own give rise to a right of rescission. For more details regarding the actual size of the Units, please consult the floor Plans in Part II, Section "II".

All square footage measurements listed are approximate within reasonable tolerances, and were obtained by using the method customarily used in New York City to measure Condominium apartments. The approximate floor area of each Condominium Unit is measured as follows: (a) vertically from the top of the concrete or wood flooring to the underside of the sheetrock ceiling and (b) horizontally approximately to the outside fact of the masonry work at the exterior walls of the building and approximately to the non-unit side of the walls and partitions (dividing the units from corridors, stairs and mechanical spaces). The square footage of each Unit listed on Schedule A significantly exceeds the actual usable floor area. The square footage of each unit is not based upon measurements from interior surfaces of interior walls and the actual area comprising the condominium unit is substantially less than listed on Schedule A of this offering plan. The square footage set forth in the offering plan exceeds the actual usable floor area of the Unit.

(iii) No change in the sales price will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Plan at any time during the offering where a reduction in the offering price does not constitute a general offering, but is rather the result of an individual negotiated purchase. Purchasers of similar Units may pay different prices for their respective Units. (See Part I, Section "I(1)" – Changes in Prices and Units).

Part I, Section "P" of the Offering Plan states the estimated closing costs and adjustments, which must be borne by Purchasers in addition to the sale prices set forth. Purchasers are advised to consult with their attorneys as to the exact closing costs that they will incur in purchasing their Condominium Unit.

(iv) The percentage of Common Interest for each of the Units has been calculated in accordance with Section 339-i(l)(iv) of the Condominium Act based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Condominium Unit. The size of the Unit, the location of the Unit and other Limited Common Elements are factors which have been considered in determining the percentage of common interest of each Unit.

(v) The amount stated represents the sum of projected monthly common charges for the first year of operation based on the Condominium budget set forth on Schedule B.

The Sponsor is not offering or procuring mortgage financing for the Purchaser(s). If the Purchaser(s) obtains financing, the Purchaser's debt service will be an additional expense. **The projected carry charges do not include certain costs for which the Unit Owner is responsible such as repairs to the interior of the Unit, separately metered electricity, heat, air conditioning and cable television service.**

Each Unit has a separately metered domestic utility costs for electricity including for air conditioning, lighting and power for each Unit.

Each Unit is separately metered for electric consumption for heating the individual Units, electricity for cooking and for clothing dryers (which clothing dryers are not included in the purchase price of a condominium unit), which costs are borne by each Unit Owners individually. There is no gas in the building. Electricity costs for hot water production are paid through common charges.

If Unit Owners obtain cable television services, the costs of cable television service are additional costs to the Unit Owner.

See Schedule "B-1" in this Offering Plan which sets forth the individual carrying costs for utilities.

(vi) With regard to projected real estate taxes, after the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units.

Under Federal, State and New York City law, real estate taxes paid are deductible for income tax purposes (subject to the Alternative Minimum Tax "AMT") provided deductions are itemized and the Unit is used for residential purposes of the Unit Owner. If the Unit is held for investment, then certain passive loss restrictions may apply and prevent an overall loss deduction.

Based on an opinion letter dated March 3, 2014 from Ben Rottenstein Associates Inc., 147 Prince Street, Brooklyn, New York 11201, it is anticipated that the assessed valuation for the Condominium Building when completed for the 2015/2016 (July 1, 2015 through June 30, 2016) tax year will be approximately $950,000. Based on a real estate tax rate of 13.145 per $100 of assessed valuation, it is anticipated that the real estate taxes on the Building will be approximately $124,878. The Assessed Valuation for the Building as of July 1, 2014 for the period July 1, 2014 through June 30, 2015 is $271,800; with a tax rate of 13.145 per $100 of assessed valuation, the real estate taxes are estimated to be $35,728 for the period July 1, 2014 through June 30, 2015.

The approximately date of completion of the Condominium Building will be in January 2015. The actual real estate taxes for the Condominium Building for the period for the period July 1, 2014 through June 30, 2015 are $35,728. If a closing occurs on or prior to June 30, 2015, The actual real estate taxes of $35,728 would be apportioned to each Condominium Unit based on the percentage of common interest and then apportioned on a daily basis from the date of the closing to June 30, 2015. If any closings occur prior to June 30, 2015, the Sponsor will pay the real estate taxes due on the entire Condominium Building through June 30, 2015 and then charge each Unit Owner their proportionate share based on the foregoing, which shall be paid at Closing.

Purchasers should note that income tax deductions, if applicable, 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 the 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, the tax rate or the method of assessing the real property.

Real Estate Taxes:

See "Real Estate Taxes" in Part I, Section "U" of this Plan.

NO WARRANTY, GUARANTY OR ASSURANCE IS GIVEN AS TO:

(i) Any projected or estimated amount set forth above including, without limitation, the estimates of the Property's assessed valuations, tax rates or tax amounts during the First Year of Condominium Operations, the estimates of the portions of such assessed valuations that will be allocable to the Condominium Units and the projections of the average real estate tax rate will be in effect during such first or subsequent year of Condominium Operation and/or the rate of construction progress of the Condominium Building;

(ii) The figures or methods that the New York City Department of Finance will use to allocate the Property's aggregate assessed valuation between the Units, or the New York City Department of Finance will allocate the aggregate assessed valuation attributable to the Units among the different Units as described in this Offering Plan; or

(iii) The accuracy of any of the projections or estimates made in this Offering Plan and in Schedule A;

If the City of New York does not subdivide or apportion the real estate taxes prior to the First Closing, then the real estate taxes for the Condominium Units, prior to subdivision into Condominium Unit tax lots (one for each Condominium Unit) will be determined by multiplying the total real estate tax for the applicable tax year by the percentage of Common Interest of each particular Condominium Unit. Each Unit Owner will be required to pay their proportionate share of the real estate taxes based on the foregoing until such time as the real estate taxes have been apportioned to each individual Condominium Unit by the City of New York. The Unit Owner shall pay to the Sponsor or to the Board of Managers, its proportionate share if the Sponsor or the Board of Managers has or will advance any sums for real estate taxes on behalf of all Unit Owners, with such sums due from the date of the Closing of title by a Unit Owner to the end of the period of time which the Sponsor or Board of Managers will or has paid the appropriate real estate taxes.

For the purposes of the projections of real estate taxes in this Offering Plan, the real estate tax rate of $13.145 per $100 of assessed value for Class 2 property for the Residential Condominium units for the 2014/2015 and 2015/2016 tax years are utilized. Class 2 properties are those that include residential Condominiums that are over three stories.

It should be noted by Purchasers that the City of New York may increase the real estate tax rate at any time and if the real estate tax rate increases, then the real estate taxes to be paid by Purchasers would increase during the First Year of Condominium Operations or subsequently. Purchaser should be aware that the projections of real estate taxes are only projections and that actual real estate tax rates may increase

further between the time a Purchaser signs a Purchase Agreement and the time that a Purchaser Closing on title.

Tax Lot 24 will eventually become individual Condominium lot numbers.

The projection and estimates of the Real Estate Taxes and Assessed Valuations as used in this Offering Plan that will be payable for each of the Units during the projected First Year of Condominium Operations is based upon an opinion letter prepared by Ben Rottenstein Associates Inc., 147 Prince Street, Brooklyn, New York 11201.

As of December 31, 2013, no Certificate of Occupancy was issued for the Condominium Building. If a Certificate of Occupancy is issued by December 31, 2014, then on or about January 5, 2015, the Condominium Building and/or Condominium Units will be reassessed.

Tax Implications of the Condominium and Unit Owners.

Purchasers are advised to review the Sponsor's Opinion of Counsel, Part I, Section "W-1" and "W-2" of this Offering Plan which discusses the tax implications of the Condominium association.

Sponsor makes no projections of income tax deductions for real estate taxes or mortgage interest expenses, and Sponsor recommends that Purchasers rely only on their own tax professional for advice as to projecting or anticipating income tax deductions for real estate taxes or mortgage interest expenses associated with the purchase of a Condominium Unit. The Sponsor is not offering or procuring mortgage financing for the Purchaser(s).

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F. BUDGET FOR FIRST YEAR OF OPERATION

210 Pacific Condominium

SCHEDULE B

May 1, 2015 to April 30, 2016

PROJECTED INCOME:

Common Charges (Note "i")	$123,412
Commercial Income (Note "i")	$ none
Total Projected Income	**$123,412**

PROJECTED EXPENSES:

Labor (Note "ii")	$ 11,200
Heating & Hot Water Costs (Note "iii")	$ 31,853
Electric Utilities (Note "iv")	$ 12,695
Water Charges / Sewer Rents (Note "v")	$ 7,964
Repairs, Maintenance and Supplies (Note "vi")	$ 5,000
Service Contracts (Note "vii")	$ 14,950
Insurance (Note "viii")	$ 13,750
Management Fees (Note "ix")	$ 7,000
Legal Fees and Audit Fees (Note "x")	$ 4,000
Miscellaneous Expenses (Note "xi")	$ 0
Contingency Fund (Note "xii")	$ 2,840
Reserve Fund (Note "xiii")	$ 13,000
Total Disbursements	**$ 123,412**

FOOTNOTES TO SCHEDULE B

The projections set forth in footnotes (i) through (xiii) of this Schedule B, were made by NYRET Property Management LLC, 8523 12th Avenue, Brooklyn, New York 11228, whose qualifications are set forth in the CERTIFICATION BY SPONSOR'S EXPERT CONCERNING THE OF ADEQUACY OF OPERATING BUDGET.

Amounts are projected on the assumption that the First Year of Condominium Operations will be the twelve month period May 1, 2015 through April 30, 2016. The actual First Year of Condominium Operations may be earlier or later than the aforesaid twelve month period. If the actual or anticipated date of commencement of condominium operation is to be delayed more than six (6) months from the budget year projected in the Offering Plan, the plan must be amended to include a revised budget disclosing current projections. If such amended projections exceed the original projections by twenty-five percent (25%) or more, the sponsor must offer all purchasers the right to rescind and a reasonable period of time that is not less than fifteen (15) days after the date of presentation to exercise the right, whether or not sponsor offers to guarantee the previous budget projection. Sponsor must return any deposit or down payment to purchasers who rescind within a reasonable period of time not to exceed fifteen (15) days. Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the Offering Plan.

(i) Common Charges - $123,412

The Common Charges are equal to the estimates of income and operating expenses been made by the Sponsor based upon the operation of comparable developments in the City of New York. It cannot be construed as an assurance of the final expenses and is merely based upon information available at this time.

Commercial Income

There is no Commercial income anticipated.

(ii) Labor - $11,200

The budget items for Payroll and Related Expenses is based on the following level of staffing:

One part time superintendent ("the labor staff") comprises the labor that will be employed by the Condominium. The employee will not be a union member.

The part time superintendent will be responsible for performing all work required for the normal maintenance of the Condominium, such as cleaning the common elements, landscaping and snow removal in common areas.

The Board of Managers shall be responsible for hiring any appropriate repair service and to ensure that such service will make any emergency repairs to the Common Elements in the event that the part time superintendent cannot make any necessary repairs.

The level of staffing complies with all applicable housing and labor laws. Sponsor will file a post-closing amendment which will identify the name of the superintendent and the location where the superintendant resides. The superintendant is not required to reside within 200 feet of the condominium to comply with New York City law. New York State's Multiple Dwelling Law §83 requires that "whenever there are 13 or more families occupying any multiple dwelling and the owner does not reside therein, there shall be a janitor, housekeeper or some other person responsible on behalf of the owner who shall reside in said dwelling, or within a dwelling located within a distance of 200 feet from said dwelling...". The labor costs set forth herein, include benefits required by local, state or federal law or required by contract such as workers' compensation, disability insurance, welfare and pension contributions by employers, unemployment insurance and payroll taxes.

It is projected that the salary, wages, expenses and benefits for the labor staff will be as follows:

ONE PART TIME SUPERINTENDENT

Salary (Part Time Porter - 12 hrs week x 52 weeks x $15 / hour)	$9,360.00
Workers Compensation Insurance @ 3.42% of applicable wages	$320.11
FICA @ 6.20% of applicable wages	$580.32
Medicare @ 1.45% of applicable wages	$135.72
NYS Unemployment Insurance @ 7.40% of applicable wages	$692.64
Federal Unemployment Insurance @ 0.80% of applicable wages	$74.88
NYS Disability Insurance @ approximately $35.40 per employee	$35.40
Total Salary and Benefits for one Part Time Porter	$11,199.07

The budget for labor reflects current wage rates and payroll tax rates applicable for the budgeted year, and reasonably anticipated increases for the first year of operation of the condominium.

The wages set forth herein meet state minimum wage laws.

In the event that the Board determines that additional labor is required in the future, common charges will be increased to cover the increased costs of labor.

The payroll taxes and benefits include FICA, Federal and New York State unemployment insurance, workers' compensation, disability insurance, holiday and vacation pay.

The projected expenses for wages, salaries, benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert in comparable Building.

The superintendent is not obligated to live in the building and the Board of Managers is not required to comply with New York City Housing Laws which require that a superintendent live within 200 feet of the condominium building or that a janitorial service provide services to the Condominium on a 24 hour per day / 7 days per week basis. Sponsor and the Board of Managers will comply with the requirements of New York City Housing Laws applicable to this Condominium.

(iii) Heating and domestic hot water costs (utility costs) - $31,853

Electric heating of individual units is provided through separate electric meters paid by each unit owner through separate billing from the utility company (Con Edison).

Electricity costs for hot water is provided as a common expense.

Domestic hot water for the condominium building including all condominium units is provided as a common expense. The estimated cost for common area electricity is based on an assumption of 81,578 kilowatt hours per year and an average cost of $0.23 per kilowatt hour. It is estimated that the cost for electricity for domestic hot water for the residential apartments and common areas is $18,763 per year.

Costs for heating and cooling for the residential apartments and common areas is based on an assume consumption of 44,320 KW hours per year and an average cost of $0.23 per kilowatt hour. This is based on common area loads being supplied through a single house meter at Con Edison Rate SC9-1 and the rates are based on the currently effective rates. These rates include an estimated $0.01 fuel adjustment and Con Edison surcharge of 8%. It is estimated that the cost for electricity for Heating and cooling for the residential apartments and common areas is $10,194 per year.

The projections for electricity consumption and rates is pursuant to a letter dated, March 10, 2014, from Valentin M. Antohi, P.E. of DNV Associates, 153 West 27th Street, Suite 1105, New York, New York 10001.

For this budget a 10% inflation factor is used for a total budget amount of $31,853.

(iv) Electric Utility costs – $12,695

Electricity will be used for lighting, power and air conditioning. The projected cost per kilowatt hour of electricity is $0.23 per kilowatt hour inclusive of sales tax for energy to provide lighting and power for the Building. The cost of electric is based upon Consolidated Edison Rate Schedule SC9-1.

Air conditioning in individual Units is provided by electricity. There will be separate electric meters for each condominium Unit to measure electricity usage by each Unit Owner.

There will be one common electric meter for electricity usage for the common areas of the condominium to be paid by the condominium as a common expense through common charges.

It is anticipated that the Condominium will utilize approximately 50,176 kilowatt hours per year of electricity at a rate of approximately $0.23 per kilowatt hour for a total price of $11,541. The total sum of $11,541 has been increased by $1,154 (ten percent increase) for anticipated inflation. The figure of $0.23 per kilowatt hour is inclusive of 8.875% sales tax for a total budget sum of $12,695.

The common electric meter will meter electricity consumed for public interior lighting, elevator, exterior lighting, fans and pumps.

The projections for electricity consumption and rates is pursuant to a letter dated, March 10, 2014, from Valentin M. Antohi, P.E. of DNV Associates, 153 West 27th Street, Suite 1105, New York, New York 10001.

The cost of electricity for public lighting is based upon 24 hours of operation per day for interior lighting and 12 hours of operation per day for exterior lighting.

In view of the current energy situation, it is not possible to predict whether the budgeted figure will reflect the annual cost to be incurred during the first year of condominium operation, which will vary with the level of consumption and the cost of the utility. Electricity is generated by the utility company by means of fuel oil as primary energy source. If the cost of oil used to generate electricity increases, it is likely that electricity rates will increase. It is believed that the projected figure should be sufficient to cover any reasonable increase in the cost of electricity resulting from the foregoing during the first year of condominium operation.

The utility costs, for the purposes of this budget have been increased by ten percent (10%) to reasonably anticipate an increase in utility costs. Taxes are included.

See Schedule B-1 for electricity costs for each individual Unit.

(v) Water Meter / Sewer Charges - $7,964

Water and sewers are provided by the City of New York. The annual water and sewer charge for 80 cubic feet of water (748 gallons) is $9.27 per cubic foot of water.

The Units will not be individually metered for water. There will be one water meter to measure all water consumed by condominium Unit Owners.

The projection for water meter / sewer charges is based upon estimates provided by letter dated March 10, 2014, from Valentin M. Antohi, P.E. of DNV Associates, 153 West 27th Street, Suit 1105, New York, New York 10001. . The budgeted figure has been estimated based upon estimated annual water and sewer charges published by the New York City Bureau of Water & Energy Conservation, similar charges for buildings with approximately the same number Units and in accordance with rates currently in effect in New York City.

781 CCF of water is assumed to be utilized by Unit Owners @ $9.27 for a total anticipated cost of $7,240.

The estimated cost of water and sewer charges includes usage and sales tax includes a ten percent (10%) inflation factor has been added for budgeting purposes ($724) for a total budget sum of $7,964.

(vi) Repairs, Maintenance and Supplies - $5,000

Common repairs and maintenance costs, included in this budget, include roofing, exterior repairs (including walls, foundations, windows, doors and locks), plumbing outside of the individual condominium Unit, repair and replacements of hot water heating equipment, electrical work outside of the individual condominium unit, exterminating outside of the individual condominium Unit, grounds maintenance (snow removal, gardening and landscaping), janitorial supplies outside of the individual condominium Unit, painting of common areas.

Costs to be incurred by individual Unit Owners, include but are not limited to Unit interior repairs, individual Unit heating and hot water systems, plumbing inside of the individual condominium Unit, electrical work inside of the individual condominium Unit, exterminating inside of the individual condominium Unit, cleaning inside of the individual condominium Unit and painting inside of the individual condominium Unit.

The budgeted figure for repairs, maintenance and supplies does not include improvements and repairs to, maintenance of, or supplies for individual Units and certain Limited Common Elements (see Special Risks, Part I). Each individual Unit Owner is responsible for improvements and repairs to, maintenance of, and supplies for his Unit and certain Limited Common Elements irrevocably restricted to his use.

The estimate includes maintenance of and repairs to all Common Elements and certain Limited Common Elements of the Property. Based upon the experience of NYRET Property Management LLC, 8523 12th Avenue, Brooklyn, New York 11228, having prepared actual budgets for other condominiums, he has determined that the sum of $5,000.00 is adequate for costs that the condominium can expect to incur during the first year of operation.

(vii) Service Contracts - $14,110

It is estimated that the condominium will incur the following charges during the first year of condominium operation:

Elevator service – $6,070

There will be an elevator service contract for the elevator in the condominium building. Based on a quotation from G-Tech Associates, LLC with its principal place of business located at 1230 E. Elizabeth Avenue, Linden, New Jersey 07036, the annual contract will be $4,570 per year. There will also be elevator testing required by the New York City Department of Building which will be approximately $1,500 per year.

Elevator telephone service – $420

There will be a telephone in the elevator as required by law. Based on a quotation from Verizon, the annual contract will be $420 per year. There will also be elevator testing required by the New York City Department of Building which will be approximately $1,500 per year.

Exterminating service – $1,500

There will be an exterminating service contract for the condominium building. Based on a quotation dated March 4, 2014 from Empire Pest Control with its principal place of business located at 438 Court Street, Brooklyn, New York, the annual contract will be $1,500 per year.

Fire Sprinkler service and alarm monitoring service – $3,000

There will be a fire alarm central office monitoring service for the fire sprinkler system in the condominium buildings. The fire alarm system will require two – semi annual inspections per year to comply with New York City codes. Based on a quotation dated May 14, 2014 from IRL Systems, Inc., 132 Battery Avenue, Brooklyn, New York 11209, the monthly central station fees will be $2,700.00 per year plus monthly Fire Department of the City of New York terminal assignment fees which will be $25.00 per month, which is for the pull alarm, smoke alarm, carbon monoxide alarm and waterflow alarm zones.

Fire Sprinkler alarm annual inspections – $2,700

Based on a quotation dated May 14, 2014 from IRL Systems, Inc., 132 Battery Avenue, Brooklyn, New York 11209, the cost for the two – semi annual inspections for all of the condominium buildings will be $2,560.00.

Fire Sprinkler telephone service – $420

There will be a telephone connected to the fire sprinkler alarm system in the condominium building as required by law. Based on a quotation from Verizon, the annual contract will be $420 per year.

(viii) Insurance - $13,750

Pursuant to a letter dated November 26, 2013 from Risk Insurance Consulting Co., 530 East 89th Street, Suite 3B, New York, New York 10128 the estimated insurance premium will be $12,500, with coverages to include the following:

Property Insurance:
Building - $6,500,000;
Business Income – Actual Loss Sustained;
Deductible - $2,500
Inflation Guard – 4%
Equipment Breakdown

Commercial General Liability Insurance:
Premises Liability - $2,000,000 Aggregate
Each Occurrence - $1,000,000
Medical Payments - $5,000 per person
Products / Completed Operations Aggregate - $1,000,000
Personal and Advertising Injury - $1,000,000
Excess Liability - $1,000,000
Earthquake - $250,000
Ordinance or Law - $250,000
Flood / Broad Form Water - $250,000
Employee Dishonesty - $25,000

Directors and Officers Liability Insurance:
Wrongful Act / Annual Aggregate - none

The coverage amount limit stated above for casualty insurance is based on full replacement value and should be sufficient to avoid the effects of co-insurance. Excess liability coverage is not included. The insurance policies shall provide that (i) each Unit Owner is an additional insured; (ii) there will be no cancellation without notice to the Condominium Board and Unit Owners; (iii) the right to subrogation against Unit Owners is waived; (iv) the defense of invalidity because of acts of the insured and Unit Owners is waived; and (v) the defense of pro-rata reduction in liability is waived if Unit Owners obtain additional coverage. All of the above coverage including the public liability insurance will be in place on or before the closing of the first Unit in the Condominium.

No coverage is provided for fire and casualty losses to the contents of each individual Unit, nor does the coverage take into account any future replacements or additions to either the Units or the fixtures and improvements contained therein. In.

addition, no liability coverage for an individual Unit Owner is included in the coverage provided above. Prospective purchasers should consult their attorney or insurance agent to determine the advisability of obtaining insurance for their own risk of liability and fire and casualty losses.

THE RATES REFLECTED ABOVE ARE THOSE IN EFFECT AS OF THE DATE OF THE OFFERING PLAN. BECAUSE OF THE VOLATILITY OF THE INSURANCE MARKET IT IS NOT POSSIBLE TO PREDICT WHETHER FUTURE PREMIUMS WILL CONTINUE TO INCREASE OR WILL LEVEL OFF. NO REPRESENTATION IS MADE REGARDING THE ACTUAL COST OF INSURANCE AT THE TIME OF THE COMMENCEMENT OF THE BUDGET.

A ten percent (10%) inflation factor of has been added to the quotation provided by Risk Insurance Consulting Co., 530 East 89th Street, Suite 3B, New York, New York 10128.

(ix) Management Fees - $7,000

Sponsor will engage the services of NY Real Estate Today Properties Management with its offices located at 8523 12th Avenue, Brooklyn, New York 11228 to manage the condominium. Sponsor on behalf of the Board of Managers will enter into a management contract with NY Real Estate Today Properties Management (the "Managing Agent") on the following terms:

Annual Management fee shall be $6,000;
Either party may terminate the contract upon sixty days written notice and upon payment of the balance of the fees due to the Managing Agent.

The Managing Agent is anticipated to receive an annual fee of $6,000 payable in equal monthly installments of $500. The Managing Agent's fee for the First Year of Condominium Operation is comparable to the management fee for similar services in buildings comparable to the Building. Sponsor will amend the Plan to disclose any material change in the Managing Agent's fee for the First Year of Condominium Operation.

The Managing Agent will be responsible for issuing monthly common charge invoices to the Unit Owners, collecting the monthly common charges, paying bills of the condominium, and overseeing the employees of the condominium. The duties of the Board of Managers with respect to management of the Condominium are set forth in Section "S" & "T" of this Offering Plan.

The Sponsor will determine the date on which the Managing Agent shall commence its work. Until such time as the Sponsor determines that Management Agent shall commence, the Sponsor will be responsible for issuing monthly common charge invoices to the Unit Owners, collecting the monthly common charges, paying

bills of the condominium, and overseeing the employees of the condominium and Sponsor will not charge the Condominium any management fee for its work.

The sum of $1,000 has been added to the Management Fee budget for any expenses incurred by Managing Agent which are not included in its management fee.

The sum of $6,000 for a management fee is the prevailing rates for management services for similarly sized properties in Brooklyn, New York.

The management agreement, if any may be terminated in the event of Managing Agent's fraud, misappropriation of condominium funds, embezzlement, or the like.

(x) Legal Fees and Audit Fees - $4,000

The sum of $1,000.00 has been included in the budget which reflects the estimated cost of retaining an attorney to advise the Board of Managers on legal issues that may arise in connection with the Condominium's normal business operations. The amount reflected does not cover extraordinary costs or expenses for additional services rendered or costs incurred to conduct litigation on behalf of the Condominium. The budgeted sum is to be used by the Board of Managers elected by Unit Owners when consulting with an attorney of their choice to review contracts, collect delinquent common charges, or general legal advice with regard to the Condominium.

The sum of $3,000.00 has been included in the budget which reflects the estimated cost of retaining an accountant to prepare a year end financial statement and federal and state tax returns for the first calendar year of condominium operation. The estimate is based upon the fee quotation dated June 23, 2014 provided to the Sponsor by Morris Teper CPA, 104 South Central Avenue, Valley Stream, New York 11580. The fee of $3,000.00 is the maximum that will be charged to the condominium for the preparation of a certified financial statement while the Sponsor in control of the Board of Managers, and this sum is guaranteed by the Sponsor as long as the Sponsor is in control of the Board of Managers. In the event that the actual costs exceed $3,000.00 while the sponsor is in control of the Board of Managers, then the Sponsor shall be responsible for any accounting fees exceeding the $3,000.00 as quoted by the Certified Public Accountant herein.

(xi) Miscellaneous Expenses - $ 0

There are no other expenses anticipate and no budget amount included for any other expenses such as employer association dues, building telephone, license fees, registration and municipal permits, provision for income taxes and any other taxes payable by the condominium or miscellaneous expenses.

(xii) Contingency Fund - $2,840

The budget amount for contingency fund is intended to provide funds for unanticipated expenses or unanticipated increases in the projected expenses of the condominium.

(xiii) Reserve Fund - $13,000

The reserve fund will be funded by each purchaser through payment of this monthly common charges. The Reserve Fund shall be used for capital expenditures. Sponsor does not represent or warrant that the Condominium will have sufficient funds for any such capital expenditures within or after five (5) years following the Closing Date should such capital expenditures be needed.

While the Sponsor is in control of the Board of Managers, the Reserve Fund or Working Capital Fund may not be used to reduce projected common charges in the Offering Plan.

Neither the New York State Department of Law or any other governmental agency has passed upon the adequacy of the Reserve Fund. (See Part I, Section "X").

Miscellaneous Notes:

Sponsor has reserved the right to modify, renew and replace existing service, maintenance, employment, concessionaire and other agreements and to enter into new agreements that will be binding on the Board of Managers upon commencement of condominium operations. All such modifications, renewals and replacements thereto will be reflected in an amendment to this plan if they materially alter statements made herein.

IN THE OPINION OF NYRET PROPERTY MANAGEMENT LLC, 8523 12TH AVENUE, BROOKLYN, NEW YORK 11228, (SEE OPINION LETTER, PART I, SECTION "H", WHICH SETS FORTH ALL OF THE QUALIFICATIONS OF NYRET PROPERTY MANAGEMENT LLC), THE FOREGOING ESTIMATED COMMON CHARGES ARE SUFFICIENT TO PAY THE PROJECTED OPERATING EXPENSES FOR THE CONDOMINIUM'S FIRST YEAR OF OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE TWELVE MONTH PERIOD COMMENCING MAY 1, 2015. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTY OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR OTHER INCOME OR EXPENSES FOR SUCH FISCAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE CONDOMINIUM WILL BE AS SET FORTH IN SAID SCHEDULE AND BUDGET, AND IT IS POSSIBLE THAT THE ACTUAL COMMON CHARGES AND OTHER ITEMS OF INCOME AND EXPENSES WILL VARY FROM THE AMOUNTS SHOWN IN THE SCHEDULE.

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G. BUDGET FOR INDIVIDUAL ENERGY COSTS - SCHEDULE B-1

By letter dated, June 24, 2014 Valentin M. Antohi, P.E. of DNV Associates, 153 West 27th Street, Suite 1105, New York, New York 10001 provided the following estimate of annual electric energy costs for the individual Condominium Units:

ESTIMATED ANNUAL OPERATING COSTS
BUDGET FOR INDIVIDUAL ENERGY COSTS
(A 10% INFLATION FACTOR HAS BEEN INCLUDED IN THE
ESTIMATED ANNUAL OPERATING COSTS SET FORTH BELOW)

				Total
	Kilowatts	Electric	10% Inflation	For Utilities
UNIT	per year	Cost / Year	Factor	with Inflation
2	20,296	$4,668	$467	$5,135
3E	15,509	$3,567	$357	$3,924
3W	12,930	$2,974	$297	$3,271
4E	15,509	$3,567	$357	$3,924
4W	12,930	$2,974	$297	$3,271
5	25,496	$5,864	$586	$6,450
6	26,678	$6,136	$614	$6,750
7	24,757	$5,694	$569	$6,263

Footnotes to Schedule B-1

1. The estimated cost for electric is based upon each Unit being equipped for general lighting, power, air conditioning and miscellaneous household appliances. The projected cost per kilowatt of electricity is $0.23 per kilowatt.

2. There is no gas in the building.

3. The estimated costs are based upon average consumption of similarly situated residential users and is based upon the projections provided by Valentin M. Antohi, P.E. of DNV Associates, 153 West 27th Street, Suite 1105, New York, New York 10001. It is not possible to predict whether the estimated annual cost for each Unit will reflect the actual cost which will vary with the level of consumption of each Unit Owner.

4. Heating costs, which are a substantial part of a consumer's electricity usage, have been estimated for each Unit based upon maintaining the inside

temperature at 70 degrees Fahrenheit when the outside temperature is 11 degrees Fahrenheit for 5,026 degree days.

5. Air conditioning will be produced by Split Air Conditioning Units provided by the Sponsor and installed in each Unit.

6. Cooling is based on 800 load hours per air conditioning residential unit, maintaining 76 degrees Fahrenheit temperature with outdoor temperature at 89 degrees Fahrenheit.

7. In view of the fact that these averages may include the use of energy by persons of varying need, with different standards of comfort, or with families of different sizes, the amount of energy used by the Purchaser may vary substantially from the average estimates herein provided. In addition, the effect of inflation, fuel shortages and other factors may raise the cost of electricity substantially higher than the current or projected rate.

8. Although the Sponsor is under obligation to provide accurate information to prospective purchasers, factors beyond its control may substantially affect the cost of electricity after the purchase of a Unit or in subsequent years. Sponsor represents however, that it has followed the plans and specifications provided by the manufacturer of the appliances together with the recommendation of the manufacturer and other experts to enable these items of equipment to operate at the optimum efficiency and at the lowest costs.

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H. COMPLIANCE WITH REAL PROPERTY LAW § 339-i

Gary Rosen, Esq.
Licensed Real Estate Broker
1010 Northern Boulevard, Suite 322,
Great Neck, New York 11021
516-437-3400

June 23, 2014

New York State Department of Law
120 Broadway – 23rd Floor
New York, N.Y. 10271

Re: 210 PACIFIC CONDOMINIUM

Gentlemen:

I am a licensed real estate broker and have been engaged in sales and management of Condominium projects for over ten years.

I have reviewed the allocation of common interests as shown on the Schedule A to be included in the Condominium Offering Plan for the subject project. The common interests among the Units have been allocated to each based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, in accordance with Section 339-i(1)(iv) of the Real Property Law of the State of New York. The allocation utilizes the measurements and calculations of square footage by the project architect.

I hereby authorize inclusion of this opinion in the Offering Plan for 210 Pacific Condominium to be filed with the Department of Law.

I certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing this certification is not contingent on the conversion of the property to a Condominium or on the profitability or price of the offering.

Very truly yours,

Sworn to before me this
June 23, 2014

Notary Public, State of New York

SONNIA TORRES
Notary Public, State of New York
No. 01TO6107173
Qualified in Nassau County
Commission Expires March 22, 2016

ROSEN LAW LLC
ATTORNEYS AT LAW
1010 NORTHERN BOULEVARD, SUITE 322
GREAT NECK, NEW YORK 11021

516-437-3400
FAX 516-334-3000

NEW YORK
FLORIDA
NEW JERSEY

email:grosen@garyrosen.com

June 23, 2014

New York State Department of Law
120 Broadway – 23rd Floor
New York, N.Y. 10271

Re: 210 PACIFIC CONDOMINIUM

Gentlemen:

I am the attorney for Sponsor, 210 PAC LLC with regard to the condominium offering plan for 210 PACIFIC CONDOMINIUM.

I have reviewed the opinion letter dated June 23, 2014 prepared by Gary Rosen, Licensed Real Estate Broker. I hereby adopt the findings of said letter with regard to the allocation of common interests as shown on the Schedule A to be included in the Condominium Offering Plan for the subject project and such opinion letter complies with Section 339-i(1) of the Real Property Law of the State of New York.

I find that the common interests among the Units have been allocated to each based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, in accordance with Section 339-i(1)(iv) of the Real Property Law of the State of New York. The allocation utilizes the measurements and calculations of square footage by the project architect.

I certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing this certification is not contingent on the conversion of the property to a Condominium or on the profitability or price of the offering.

Very truly yours,

Gary Rosen

I. CHANGES IN PRICES AND UNITS

(1) The Offering Prices set forth in Schedule "A" must be changed by duly filed amendment to the Plan when the change in price is an across the board increase or decrease affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. The Offering Prices set forth in Schedule A and other terms of payment (but not other terms of sale) with respect to a particular Unit are negotiable and may be changed by Sponsor at any time and from time to time, both before and after the recording of the Declaration, without prior notice and without the consent of the Board, any Unit Owner or mortgagee. However, no such change with respect to any Unit for which an Agreement is then in effect may be made without the consent of the Purchaser thereunder, and no Agreement will be modified to waive any of the Purchaser's rights or abrogating any of Sponsor's obligations, under this Plan or Article 23-A of the New York General Business Law.

(2) No change will be made in the size or number of Units and/or their respective percentages 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.

(3) Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of common interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default.

(4) 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.

In order to meet the possible varying demand for number any type of different Units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor and its designees reserve the right (except to the extent prohibited by applicable Legal Requirements and subject to the Declaration and By-Laws) at any time and from time to time, before and after the recording of the Declaration, without prior notice and without the consent of the Board, any Unit Owner or mortgagee, to: (i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Unsold Unit; (ii) change the layout of, or number of rooms in, any Unsold Unit; (iii) change the size and/or number of Unsold Units by subdividing one or more such Units into two or more separate Units, combining separate Unsold Units (including those resulting from a subdivision or combination or otherwise) into one or more Units, altering any boundary walls between any Unsold Units, and/or incorporating within any Unsold Unit the use of any portion of the Common Elements adjacent thereto (but only to the extent that such Common Elements are not required to be maintained as Common Elements based upon such alterations); (iv) if appropriate, reapportion among the Unsold Units affected by such change, their Common Interest, provided however, that after the recording of the Declaration, no change in any Unit's Common Interest will be made without obtaining

the prior consent of all Unit Owners affected by such change; and (v) change the permitted use of some or all of the Unsold Units upon the consent of all unit owners and purchasers. Any such change described in subsections (ii) through (v) in the immediately preceding paragraph and additionally any material adverse change in the size or quality of any of the Common Elements shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. In the event of any such change after the Declaration is recorded, the Declaration and Floor Plans shall each be amended and such amendments duly recorded and disclosed in a duly filed amendment to the Plan. Sponsor or its designee will have the right to (or to cause the Board to) so amend the Declaration and Floor Plans, to the extent required, in order to reflect any such change affecting Unsold Units. In addition, none of the foregoing changes, including any material adverse change in size, layout or Common Interest of a Unit or in the amount or quality of Limited Common Elements directly affecting or servicing a Unit, will be made with respect to any Unit for which an Agreement has been mutually executed and delivered and the Purchaser thereunder is not in default, unless: (a) such change has been dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc.) and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists and set forth in an amendment to the Plan, and the Purchaser is offered the right in such amendment, for at least fifteen days, to rescind his or her Agreement and receive a refund of the Deposit, together with all interest earned thereon, and the Purchaser elects not to exercise such right of rescission; or (b) such change is not a material adverse change in the size, dimension or floor space or layout of such Unit, in which event a Purchaser will not be excused from purchasing such Unit by reason of such minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

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J. INTERIM LEASES

(1) Sponsor may rent any Unit that is vacant before the closing or after the Plan has been declared effective and any unpaid common charges due prior to or as of the date of closing will be payable on the date of closing together with any other payments required under this Plan. (A copy of the Interim Lease form is set forth on the following page). The Interim Lease provides that:

The lease will terminate on the happening of the earlier of the following:
a. Closing of title from Sponsor to Purchaser;
b. 15 days after the Declaration of Condominium is recorded by Sponsor;
c. Default by Purchaser; or
d. Six (6) months after the date that the interim lease is executed.

Tenant will pay rent for the interim lease period.

(2) Interim lessees will not be afforded any rights under Rent Stabilization Laws or any applicable laws afforded to Tenants in this State, and leases will state that tenant acknowledges the same.

(3) An uncured default under the Purchase Agreement is a default under the lease and an uncured default under the lease is a default under the Purchase Agreement. An uncured default under the lease can result in a default under the Purchase Agreement, however before the Sponsor may utilize the default under the 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 lessee unless the lessee has vacated the Unit.

(4) An interim lessee has to vacate the Unit after a default under the Purchase Agreement or rescission of the Purchase Agreement by the lessee within thirty days.

(5) All of the Units offered in this Plan are vacant. If a Unit is leased through an Interim Lease, it will be delivered vacant at closing to the Purchaser although possibly previously occupied.

The remainder of this page is intentionally left blank.

K. PROCEDURE TO PURCHASE

The form of the Purchase Agreement is contained in Part II, Section "FF". Prospective Purchasers will be required to execute four (4) Purchase Agreements in substantially such form. The Purchase Agreement will not be binding upon the Sponsor until Sponsor receives four originally executed copies of the Purchase Agreement signed by the Purchaser(s), together with the down payment check as required hereunder and a signed copy of either IRS Form W-9 (Request for Taxpayer Identification Number and Certification) or IRS Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) and a copy of the Purchase Agreement is executed by the Sponsor and delivered to the Purchaser or Purchaser's counsel.

The Purchase Agreement and Offering Plan may not contain, or be modified to contain a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the General Business Law.

The following are important provisions contained in the Purchase Agreement:

(1) Down payment

The amount or the percentage of the deposit shall be ten percent (10%) of the offering price.

(2) Purchase Agreement.

A complete copy of the Purchase Agreement is included in Part II of this Plan.

(3) Financing Contingency.

The Purchase Agreement is NOT subject to a mortgage contingency provision.

(4) Time Limitation For Sponsor To Accept Or Reject Purchase Agreement.

Sponsor will either accept a Purchase Agreement and cause to be returned to Purchaser a fully executed counterpart thereof or reject the Purchase Agreement offer and refund the Down Payment tendered within thirty (30) days after delivery by Purchaser of an executed Purchase Agreement together with the required Down Payment. In the event Sponsor fails to elect to accept or reject within the stated thirty (30) day period, Sponsor will be deemed to have rejected same and Purchaser shall be entitled to a prompt return of the deposit.

(5) Statutory Requirement

The Sponsor shall comply with the escrow and trust fund requirements of GBL Sections 352-e(2-b) and 352-h and these regulations, and all funds paid by Purchasers shall be handled in accordance with these statutes and regulations.

(6) Escrow

The Escrow Agent:

Rosen Law LLC, with an address at 1010 Northern Boulevard, Suite 322, Great Neck, New York 11021, telephone number 516-437-3400, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Gary Rosen, Esq. and Jared Rosen, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at JPMorgan Chase Bank, located at 410 Northern Boulevard, Great Neck, New York, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Rosen Law LLC Client Master Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

In accordance with the terms of the Purchase Agreement, all Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Law LLC, as Escrow Agent.

In accordance with the terms of the Purchase Agreement, any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.01%. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement:

The Purchase Agreement is attached hereto as Section "FF" in Part II of the Plan. The relevant escrow trust fund provisions are included in Article "11" of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. With ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, conforming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

Release of Funds:

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement upon closing of title to the Unit; or

(b) in a subsequent writing signed by both Sponsor and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the [unit/building] is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit 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. In the event that the Plan is abandoned, unit upgrade funds will be returned to the Purchaser.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

Waiver Void:

Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

Exhibits to Plan. Copies of the forms provided by the bank for opening the escrow account and the escrow agreement as proposed has been filed with the New York State Department of Law with Sponsor's exhibits to the Offering Plan submission. Upon first

deposit, a copy of the escrow agreement as executed and a copy of the bank forms as executed will be submitted by the Sponsor to the New York Department of Law as a supplement to the previously submitted exhibits filed with the New York Department of Law.

Records on file. The escrow agent shall maintain all records concerning the escrow account for seven years after release of the funds. Upon the dissolution of any law firm which was the escrow agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

Review and audit. The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

Trust obligation of Sponsor. Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL Section 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the Plan does not relieve Sponsor of its obligations pursuant to GBL Section 352-h. Funds from the escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

Transition. All funds required to be held pursuant to GBL sections 352-e(2-b) and 352-h on the effective date of this section shall be transferred into escrow accounts in compliance with this regulation within 60 days thereafter.

(7) Alternative Security.

Pursuant to 13 NYCRR §20.3(o)(4), if Sponsor subsequently decides to use an alternative to the escrow account it will make an application to the Attorney General and disclose same in an amendment to the Offering Plan. The New York State Department of Law must approve the application for alternate security.

(8) Change to escrow account.

Where alternate security as provided under a filed Offering Plan is no longer needed by the Sponsor, or new or additional alternate security cannot be obtained by a Sponsor or its successor, Sponsor shall submit an amendment for filing which provides that any future purchase deposits or down payments shall be held in the escrow account in accordance with 13 NYCRR 20.3(o)(3). Such amendment shall not affect the Sponsor's obligation to account for funds previously released to the Sponsor unless the funds representing all such deposits or down payments are restored to the escrow account.

(9) Compliance with Lien Law Section 71-a(3).

Because this Offering Plan provides for the construction of residential condominium units, the Purchase Agreement and the Plan must comply with Section 71-a (3) of the Lien Law.

Section 71-a (3) of the Lien Law provides the following:

(a) The initial advance pursuant to a contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of residential Condominium Unit or any structure designed solely for residential occupancy of not more than two families living separately, on property to be purchased shall, at the vendee's option, be deposited within five business days thereafter by the recipient in an interest bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in this state. Such deposit, together with the interest accumulated thereon, shall remain the property of the vendee except as otherwise provided herein. The recipient shall advise the vendee in writing of the name of the depository where the funds have been placed within ten business days after such deposit has been made.

(b) In lieu of making the deposit of such moneys in an escrow account as provided in paragraph (a) of this subdivision, the recipient may post with the vendee a bond or contract of indemnity, issued by a surety company licensed to execute such an instrument in this state, guaranteeing the return of the moneys which otherwise would be required to be deposited in such escrow account, in which case the recipient shall not be required to deposit such money in an escrow account. Said bond or contract of indemnity shall be delivered to the vendee within ten business days after receipt of the initial advance.

(c) At any time after making the deposit of such moneys in the escrow account, the recipient may post with the vendee a bond or contract of indemnity issued by a surety company licensed to execute such an instrument in this state guaranteeing the return of such moneys, in which case the recipient shall not be required to maintain the deposit of such moneys in such account.

(d) Such advance shall be retained in the escrow account or such bond or contract of indemnity continued in effect until the trust is terminated (i) by the recipient's performance of the terms of the contract of sale, or (ii) by default of the vendee excusing the recipient's performance of the terms of the contract of sale, or (iii) by release or discharge of the recipient's liability to refund such advance to the vendee, or (iv) upon transfer of title of the real property to the vendee.

(e) Every contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of a residential Condominium Unit or a structure designed solely for the residential occupancy by not more than two families living apart, shall contain a statement advising the vendee of the provisions of this subdivision. Such statement shall be printed in bold type which is at least two points larger than any other printing contained thereon and shall read as follows:

"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."

(10) Specific Performance of the Purchase Agreement.

Sponsor may seek specific performance of the Purchase Agreement, requiring Purchaser to close and purchase the Condominium Unit for which Purchaser has executed a Purchase Agreement. Specific performance means that the Sponsor may file a lawsuit against a Purchaser to compel a purchaser to close on the purchase of the condominium unit.

(11) Purchase Agreement May Be Made Time of the Essence.

Purchaser may adjourn the closing date which is set forth in the Purchase Agreement one time for an adjourned period of up to 15 days. If the Purchaser adjourns the closing as permitted herein, then the adjourned date is made "time of the essence". This means that the Purchaser must close by the adjourned date. In the event that Purchaser does not close on the adjourned date, Purchaser may forfeit his or her Down Payment. In the event Purchaser fails to close title on the designated date and Purchaser seeks a 15 day adjournment which shall be time of the essence, then (a) Purchaser shall Pay Sponsor interest at the rate of 10.95% per annum on the entire amount of the purchase price computed from the original Closing Date until this transaction is actually closed, (b) all apportionments between Sponsor and Purchaser shall be made as of the original Closing Date and (c) Purchaser shall reimburse Sponsor for any additional costs incurred by Sponsor as a result of Purchaser's delay. Purchasers will be required to pay an additional fee of $350.00 to Sponsor's closing attorneys if Purchaser does not close title to his or her Unit on the date stated in the notice of closing because such Purchaser has not complied with the terms of the executed Purchase Agreement, or if the Purchaser's lender requires the closing to be at a place other than that indicated in the notice of closing. Sponsor must provide a Purchaser with a written demand for payment after default at least 30 days before forfeiture of the down payment may be declared.

(12) Closing Date.

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 13 NYCRR 20.1(d)(1) no less than 30 days before the date set for the closing of the Units. Sponsor may permit Purchasers to waive this thirty (30) day provision by including such waiver in the Plan or in an amendment thereto. Sponsor is providing Purchaser the opportunity to waive the 30 day notice provision for closing, but is not requiring Purchaser to waive such notice.

The Sponsor anticipates that the first closing of a unit will occur by May 1, 2015. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit occurs later than May 1, 2016, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date.

However, if the first unit closing occurs before May 1, 2016, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

(13) Date of Expected First Closing.

Sponsor expects that the first closing of Unit will occur on or about **May 1, 2015**. If such closing is delayed twelve (12) months or more, Purchasers will be offered rescission of their Purchase Agreements.

(14) Sponsor Must Make Written Demand Before Declaring Default.

Sponsor must make a written demand for payment for default at least thirty (30) days before a default or forfeiture of the deposit may be declared.

(15) Unit Power of Attorney.

Each Unit Purchaser will be required to sign a power of attorney to the Board of Managers of the Condominium on the date of delivery of the deed. Sponsor will not close with any Purchaser who refuses to sign a power of attorney and reserves the right to rescind the Purchase Agreement by returning the full down payment. The Power of Attorney provides the following powers to the Board of Managers of the Condominium:

to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer assign or lease the same, upon such terms and conditions as shall be approved by a majority of Unit Owners, (b) to acquire any Unit, together with its Appurtenant Interests, whose Owner elects to surrender the same pursuant to Article "13" of the Declaration of Condominium, (c) to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Board of its designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote, the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present; (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Residential Section or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Residential Section or the Common Elements which the Board deems necessary or appropriate.

(16) Purchaser's Right To Rescind The Purchase Agreement.

Purchasers shall be afforded not fewer than three business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement. For the convenience of some Purchasers, however, Sponsor will have the right, at its sole option, to accept an Agreement prior to the expiration of such period of three business days; and in such event, and only in such instance, such Purchaser will have the right to rescind such Agreement by written notice sent to Sponsor by certified or registered mail, return receipt requested, or by personal delivery within seven days of such Purchaser's submission of the Agreement, whereupon Sponsor will refund, without interest (notwithstanding any provision of this Plan regarding interest to the contrary), the Deposit received by Sponsor from such Purchaser in connection with such Agreement.

(17) Risk of Loss.

Prior to the first closing the entire building will be insured by the sponsor, and after the first closing the entire building will be insured by the condominium. A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. Thus the risk of loss cannot, as a practical matter, be passed on to a person in possession. It would be acceptable to state that a person who takes possession prior to closing assumes the risk of losses not covered by insurance.

(18) Credit Check.

Prior to executing a Purchase Agreement, the Sponsor may require the prospective Purchaser to execute necessary authorizations to conduct a credit check of the Purchaser(s), at the sole cost and expense of Sponsor. The cost to the prospective Purchaser of the credit check shall not exceed $50.00.

(19) Conflicts Between Offering Plan and Purchase Agreement.

If any provision of the Purchase Agreement is in conflict or inconsistent with any provision of the Offering Plan, then such conflict or inconsistency shall be resolved in favor of the Offering Plan.

(20) Purchase Agreement And Offering Plan Does Not Waive Any Rights Under Article 23-A of the New York General Business Law.

The Plan and the Purchase Agreement does not contain, and may not be modified to contain, a provision waiving a Purchaser's right or abrogating Sponsor's obligations under the Offering Plan or Article 23-A of the New York General Business Law.

(21) Assignment or Transfer of Purchase Agreement.

The Purchaser may not assign his Purchase Agreement without first obtaining the written consent of the Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute discretion. Purchasers are prohibited from listing their Units for sale prior to the closing of such Unit.

(22) Waiver of Immunity By Foreign Government, etc. Parties.

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (examples are diplomatic immunity or sovereign immunity) shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement, the Condominium Documents or this Offering Plan being brought in any State or Federal Court in the State of New York. Any such Purchaser and any other Purchaser who is not a resident of New York State shall designate and authorize a lawful agent to receive process.

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L. FINANCING FOR QUALIFIED PURCHASERS

THIS PLAN DOES NOT CONTAIN ANY FINANCING ARRANGEMENTS FOR PURCHASERS. PROSPECTIVE PURCHASERS WHO ARE INTERESTED IN SUCH FINANCING SHOULD CONTACT LENDING INSTITUTIONS, SUCH AS MUTUAL SAVINGS BANKS AND COMMERCIAL BANKS, MANY OF WHICH HAVE ADVERTISED THAT THEY OFFER FINANCING TO PURCHASERS OF CONDOMINIUM UNITS.

Any applications for such financing with lending institutions must be done on an individual basis by prospective Purchasers and will involve negotiations exclusively between the lending institution and the applicant. The Sponsor should not be construed hereunder as offering any such financing or representing the availability or terms of such financing.

The Purchase Agreement is NOT conditioned upon the Purchaser obtaining financing.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of building be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

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M. ASSIGNMENT OF PURCHASE AGREEMENTS.

The Purchase Agreement once executed by the Purchaser(s) and Sponsor are non-assignable without the express written consent of the Sponsor.

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N. EFFECTIVE DATE OF THE PLAN

The Purchase Agreement and offer to sell Condominium Units is contingent upon, and the closing of the first Unit will not occur until the Offering Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

The Offering Plan may be declared effective by (i) an amendment to the Plan or (ii) by personal service of notice on every Purchaser or by commencement of service by mail in the manner required by Section 20.1(d) of 13 NYCRR 20.3 stating that the Plan is declared effective and submitting an amendment to the Department of Law within five days confirming that the Plan was declared effective on a specified date. The amendment must conform to 13 NYCRR 20.5(e).

The Offering Plan will not be declared effective unless bona fide Purchasers, including investors, have signed Purchase Agreements for at least 15 percent of the Units offered under the Offering Plan. Units of a primarily ancillary nature such as garage spaces may not be counted toward effectiveness. Such Units may be excluded from the base in calculating the percentage needed to become effective. **(15% is two (2) Units)**.

The Offering Plan will not be declared effective based on Purchase Agreements:

(i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or

(ii) if the Purchaser was not afforded the protections required by paragraph (o)(15)(2) of 13 NYCRR 20.3, which states that Purchaser must be afforded not fewer than three business days to review the offering plan and all filed amendments prior to executing a Purchase Agreement; or

(iii) with any Purchaser who 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 to any principal of the Sponsor or 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; 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 Offering Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for eighty (80) percent or more of the Units offered under the Plan. **(80% is seven (7) Units).**

Pursuant to Section 20.1(l)(2) of 13 NYCRR 20.3, If the offering plan is to be abandoned after filing and the sponsor has accepted Purchase Agreements, the sponsor shall promptly submit an amendment to the Department of Law together with form RS-3 as promulgated by the Department of Law. If payments under Purchase Agreements have been received, the amount of such funds and the manner and time when these funds will be returned to purchasers must be disclosed. The funds must be returned within five days after the amendment abandoning the plan has been accepted for filing. If there are no outstanding Purchase Agreements the sponsor need not submit an amendment but shall submit a form RS-3 to the Department of Law which shall be served simultaneously by the sponsor on all commercial or professional tenants, if any, in the manner specified by paragraph (d) (1) of this section.

The Sponsor may not abandon this Offering Plan after effectiveness for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total offering amount; or (ii) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than one-half of one percent of the total offering amount; or (iii) the taking of any material portion of the property by condemnation or eminent domain. The sum of one-half of one percent of the total offering amount as the figure for the basis for abandonment after effectiveness shall exclude any attorneys fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record.

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O. TERMS OF SALE

(1) The Sponsor expects the first closing of a unit to occur on or about **May 1, 2015.** If such date is delayed 12 months or more from **May 1, 2015** or 12 months from the date that Purchaser executes a Purchase Agreement, whichever is later, Purchasers will be offered rescission.

(2) The type of deed given to Unit Owners shall be a Bargain and Sale Deed with Covenants against Grantor's Acts. A form of the Unit Deed is contained in Part II of this Offering Plan. A Purchaser may use a title company of his/her choice.

(3) Prior to the Effective Date of the Plan, there is no obligation or liability upon Sponsor to repair any damage from a casualty or other cause that occurs before the closing of a Purchaser's Unit; in such case, if a Purchaser's Unit or the Common Elements serving such Purchaser's Unit that provide access to such Unit have sustained damage due to casualty or other cause, Sponsor shall have the option, in its sole discretion to elect whether or not to repair such damage. If Sponsor elects to repair such damage, then the Purchase Agreement shall remain in effect, except that Sponsor's time for performance under the Purchase Agreement shall be extended as a result of the delay occasioned because of said casualty and the time required to perform any necessary repairs. If Sponsor elects not to repair such damage, the Purchaser shall be afforded the right to rescind. The extension of time granted to a Sponsor to restore the property after a casualty shall not affect a purchaser's right of rescission pursuant to Title 13 N.Y.C.R.R. 20.3(o)(18).

(4) A closing will take place only concurrently with the issuance of a temporary or Permanent Certificate of Occupancy for the building or, issuance of a partial, temporary or Permanent Certificate of Occupancy for the Unit closed or the building.

(5) Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those described in the Offering Plan and the proposed Unit deed. There will be no leases, mortgages, liens or encumbrances that will affect the property after closing. The state of facts shown on a survey of the land and building and any additional state of facts a subsequent survey would show may be a title exception, provided that such state of facts does not render title unmarketable.

Title to each Unit will be subject to the following title exceptions:

a) Utility Easements, if any;

b) Any other covenants, restrictions, easements, or any other encumbrance (other than for the payment of money), provided that they do not prohibit the existence and residential use of the Units or, if any, as the case may be;

c) Rights, if any, to maintain vaults and chutes under the sidewalk;

d) The lien of any Common Charges, real estate taxes, water frontage and/or meter charges, sewer rents, vault charges and assessments, provided that apportionment of such items are made as provided in this Plan;

e) Any interim lease with the Purchaser of such Unit and any other leases, tenancies and occupancies permitted by the Purchase Agreement for such Unit;

f) Any lien, encumbrance or lis pendens either (i) for which the instrument required to remove said encumbrance of record is delivered at or prior to the Closing Date to the proper party or to the Purchaser's title insurance company together with the required recording or filing fee or (ii) as to which the Purchaser's title insurance company or the Preferred Title Company will insure that the lie, encumbrance or lis pendens will not be collected out of or enforced against the Unit;

g) The lien of any assessment or assessments which are or may become payable in annual installments of which any installment is then a charge or a lien, provided that apportionment thereof is made as provided below;

h) Party wall agreements, if any;

i) Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the Sponsor or any of its principals, provided Sponsor delivers to the Purchaser or the Purchaser's title insurance company or the Preferred Title Company an affidavit showing that such judgments, bankruptcies or other returns are not against the Sponsor;

j) Uniform Commercial Code financing statements or conditional bills of sale provided that (i) such statements were filed on a date more than five years prior to the Closing Date, (ii) Sponsor executes and delivers to the Condominium an affidavit setting forth that the property covered thereby is not longer in the Unit or is fully paid for, or (iii) a tenant is the debtor thereunder;

k) The printed exceptions set forth in the title insurance policy issued by a title company that is authorized to do business in the State of New York and that is a Member of the New York Board of Title Underwriters, including without limitation the following:

l) Defects and encumbrances arising or becoming a lien after the Closing Date;

m) Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the Unit or the Property;

n) Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the Unit or the Property, adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof;

o) Judgments against the insured or estates, interests, defects, objections, liens or encumbrances created, suffered, assumed or agreed to, by or with the privity of the Purchaser;

p) Title to any property beyond the lines of the Unit or the Property, or title to areas within or rights to easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, other than the ordinary rights of access and egress belonging to abutting owners;

q) Title to any personal property, whether the same be attached to or used in connection with the Unit or the Property or otherwise;

r) All of the terms, easements, covenants and conditions of the Declaration and By-Laws as they are subsequently filed or recorded and the Plan and Purchase Agreement and any amendments thereto, including, without limitations, the following:

s) Easements for the continuance of encroachments on the Unit and on the Common Elements then existing, by reason of the construction, renovation or rehabilitation of the Building, or thereafter occurring by reason of the settling or shifting of the Building, or by reason of the repair, alteration and/or restoration by Sponsor, or the Board or encroachments by such other Units or such Common Elements, 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 any Unsold Unit or the Common Elements made by Sponsor, or the Board and similar encroachments by the Unit on other Units, and/or the Common Elements, so that any such encroachments may remain as long as the Building stands;

t) Easements in favor of the owners of other Units to use sidewalks, pipes, flues, wires, conduits, ducts, cables, storm drainage facilities, sanitary system, water, sewer, utility lines, and other Common Elements including those located in the Unit itself or elsewhere on the Property, serving such other Units, and easements of support, subjacency and necessity in favor of each Unit and/or the Common Elements;

u) Easements to the Sponsor, and their assigns, invitees, licensees, contractors, employees, and tenants on, in, over and across all areas of the Property for (i) construction, installation, maintenance, ingress to and egress from and the right to use sidewalks, pipes, flues, conduits, ducts, cables, wires, storm drainage facilities, sanitary system, water, sewer, and other utility lines and other Common Elements; (ii) ingress to and egress from all areas of the Property and the use thereof (in common

with Unit Owners) for construction contemplated by the Plan and for development and maintenance of the Property or any Unit; and (iii) the erection, maintenance, repair and replacement from time to time of one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit (see also the heading "Sponsor's Right of Access" in "Rights and Obligations of Sponsor");

v) Easements in favor of the Board, its agents, contractors and employees to (i) have an unlimited right of access to the Unit and to the Common Elements, to inspect, maintain or repair or to make repairs to the Unit to prevent damage to the Common Elements, or any other Units;

w) Sponsor shall have an easement without the necessity of obtaining the consent of the Condominium Board and/or Unit Owners (1) over the Property, including each Unit and the Common Elements, for access to and to construct, install, erect, inspect, maintain, repair, operate, use and replace from time to time one or more Signs (as hereinafter defined) on the Property (including, without limitation on any Common Element, exterior façade, lobby or any other public portion of the Property) for the purposes of advertising the sale of Units and the leasing of the Units or of space in any of the Units or advertising any of the services and/or facilities of such Unit Owner or the services and/or facilities of any tenant occupying such Unit Owner's Unit(s); (2) over the Property, including each Unit and the Common Elements in connection with the sales and/or leasing of Units; (3) over any portion of the Property, including each Unit and the Common Elements (including, without limitation, the stairways, walkways, vestibules and other public spaces within the Property) for purposes of access to and for all purposes in connection with the installation (whether on Common Elements or within its Unit), inspection, maintenance, repair, operation, improvement or use of any of the following serving their respective Units, the Service Equipment, flues and/or ducts, security systems (including, without limitation, any and all cables and electrical lines as may be desirable in connection with the installation, maintenance, repair and/or replacement of telecommunications or similar equipment on any portion of the roof that is not a Residential Limited Common Element or part of Residential Unit) heating, air-conditioning systems and devices and exhaust and ventilation fan, systems and devices, in each case, located anywhere on the Property.

x) Any additional declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of each Unit as a Condominium Unit.

(6) All personal property located within the Unit on the date the Purchase Agreement is signed or located within the Common Elements on the date the declaration is filed, that is owned by the Sponsor or the owner of the property, is included in the conveyance to a Purchaser.

(7) The declaration, By-Laws and floor Plans for the Condominium and such other documents, as required by law, will be recorded or filed prior to the first

conveyance of title to a Unit in accordance with the New York Condominium Act or applicable state and local law. The aforesaid documents will be recorded in the office of the City Register in the County where the Condominium is located.

(8) PURCHASER IS OBLIGATED TO PAY NEW YORK STATE AND NEW YORK CITY REAL PROPERTY TRANSFER TAXES. WHILE THE NEW YORK STATE AND NEW YORK CITY TRANSFER TAXES ARE CUSTOMARILY PAID FOR BY THE SELLER IN SINGLE FAMILY HOME TRANSACTIONS, THE BURDEN OF PAYING SUCH TAXES MAY BE MODIFIED BY CONTRACT. AS IS COMMON WITH MANY OTHER CONDOMINIUM DEVELOPMENTS IN NEW YORK STATE, THE PURCHASE AGREEMENT PROVIDES THAT THE PURCHASER OF A UNIT WILL BE REQUIRED TO PAY THESE TRANSFER TAXES AT THE CLOSING.

(9) If there are any existing mortgages or construction loans on the Condominium premises prior to closing with purchasers, which will not be satisfied at or prior to the closing of the first Unit, then at the time of conveyance of the first Unit, each mortgagee will either: (i) consent to the formation of a Condominium and acknowledge that its lien will be limited to unsold Condominium Units; (ii) subordinate the lien of its mortgage to the declaration of Condominium; or (iii) release its lien on the Condominium Unit being conveyed and its interest in the Common Elements.

(10) Each Purchaser will be required to execute and deliver at the closing: (i) a New York City Real Property Transfer Tax Return and New York State Real Estate Transfer Tax Return and Credit Line Mortgage Certificate, in the forms required to be filed by law; and (ii) a Unit Owner Power of Attorney substantially in the form set forth in Part II of the Plan.

(11) Sponsor expects the first closing of a unit to occur on or about May 1, 2015. If such date is delayed 12 months or more, purchasers will be offered rescission.

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P. UNIT CLOSING COSTS AND ADJUSTMENTS

1. The estimated closing costs and expenses to be incurred by each Purchaser upon the purchase of a Unit are as follows:

(i) Estimated Costs, Fees and Charges to be Paid by Purchaser:

At the time of the closing, the Purchaser will be responsible for paying the costs, fees and charges in connection with the closing of title: title insurance fee premium; title insurance mortgage premium if the Purchaser obtains mortgage financing; mortgage recording tax; New York State Real Property Transfer Tax; New York City Real Property Transfer Tax; Recording fees for the recording of the deed, mortgage and Unit power of attorney; contributions to the Condominium's Working Capital fund; first month's common charges; survey fee and Sponsor's attorney's fee.

I. Title Insurance Fee Premium:

Although Purchasers are free to use any title insurance company that they choose, title insurance will be available from First American Title Insurance Company through its agent, Ultimate Abstract of New York Inc., 51 Allen Boulevard, Farmingdale, New York 11735 or from a title insurance company selected by the Purchaser. Current rates for fee title insurance in accordance with the scheduled rates set by the New York Board of Title Underwriters and filed with the New York State Insurance Department are set forth below (approximate amounts): (Sponsor does not guaranty the accuracy of the title insurance rates set forth herein).

If the project qualifies for the Bulk Rate pursuant to Section 20 of the TIRSA Rate Manual, then Owner's insurance shall be charged at 70% of the applicable Fee Title Insurance (Owner's) Rate.

Title Insurance Rates - Owner Policy				
First $35,000			$ 402.00	Plus
$ 35,001	to	$ 50,000	$ 6.67	per $1,000
$ 50,001	to	$ 100,000	$ 5.43	per $1,000
$ 100,001	to	$ 500,000	$ 4.36	per $1,000
$ 500,001	to	$1,000,000	$ 3.98	per $1,000
$ 1,000,001	to	$5,000,000	$ 3.66	per $1,000

II. Title Insurance Mortgage Premium:

If Purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance, the premium for the mortgage title insurance will be at a

simultaneous rate. The premium for mortgage title insurance will be computed using the "Basic Rate" schedule as described below. The premium on the amount of the loan policy that does not exceed the owner's policy shall be calculated at thirty percent (30%) of the regular scheduled rate for loan policies according to the rates set forth below:

Title Insurance Rates - Mortgage Policy				
First $35,000			$ 344.00	Plus
$ 35,001	to	$ 50,000	$ 5.55	per $1,000
$ 50,001	to	$ 100,000	$ 4.54	per $1,000
$ 100,001	to	$ 500,000	$ 3.64	per $1,000
$ 500,001	to	$1,000,000	$ 3.31	per $1,000
$ 1,000,001	to	$5,000,000	$ 3.05	per $1,000

III. Cost of Survey.

Each Purchaser shall also be required to pay the cost of any survey or survey inspection prepared at his request. Purchaser shall reimburse to Sponsor the sum of $200.00 as contribution of costs of surveys and surveying services incurred by Sponsor. Prints of Sponsor's survey will be available for a nominal charge.

IV. Cost of Recording Documents.

The fee charged by the New York City Register's Office for the recording of the deed is approximately $200.00. Fee for the recording of the Unit power of attorney is approximately $75.00. The fee for recording the New York City Real Property Transfer Tax Return payable by the Purchaser is $50.00.

V. Costs to Purchaser for the Payment of New York State and New York City Transfer Taxes.

The New York State Real Estate Transfer Tax, currently $4.00 for each one thousand dollars ($1,000.00) or fractional portion thereof, of the purchase price plus a $5.00 service charge. If applicable, the New York State Additional Tax ("Mansion Tax") of 1% where the purchase price equals $1 million or more and the New York City Transfer Tax is 1.00% of the purchase price up to $500,000.00 and 1.425% over $500,000.00 (for example - $1,000.00 or 1,425.00 respectively per $100,000.00 of purchase price). Because the Purchaser, rather than the Sponsor is required to pay the New York State and New York City Transfer taxes, the tax is based on additional consideration amounting to 1.4% of the price of the Unit.

(For example, for a Unit price of less than $500,000 - if the Unit price is $490,000.00, for purposes of calculating the transfer taxes, the Unit price of

$490,000.00 is multiplied by 1.014 for a total price for tax purposes of $496,860.00). The transfer taxes are added as additional consideration on which the tax is calculated. Therefore, the New York State Transfer Tax would be approximately $1,988.00 instead of $1,960.00, and the New York City Transfer Tax would be approximately $4,969.00 instead of $4,900.00.

(For example, for a Unit price of more than $500,000 - if the Unit price is $600,000.00, for purposes of calculating the transfer taxes, the Unit price of $600,000.00 is multiplied by 1.01825 for a total price for tax purposes of $610,950.00). The transfer taxes are added as additional consideration on which the tax is calculated. Therefore, the New York State Transfer Tax would be approximately $2,444.00 instead of $2,400.00, and the New York City Transfer Tax would be approximately $8,706.00 instead of $8,550.00.

The New York City Department of Finance has taken the position that when a Purchaser purchases two or more Units, the New York City Transfer Tax may be 1.425% where the consideration is $500,000.00 or less and 2.625% where the consideration is greater than $500,000.00. Purchasers are advised to discuss this with their own attorney and/or accountant if they purchase two or more Units.

VI. Cost of Mortgage Recording Taxes.

In the event that a Purchaser obtains a mortgage from a lending institution, then he or she will customarily pay at the closing of tile the following additional costs: (i) mortgage recording taxes in the amount of 1.80% of the first ten thousand dollars of the amount of the mortgage executed by the Purchaser and a mortgage recording tax of 2.05% of the amount of the balance of the mortgage actually executed by Purchaser for mortgages in the amount of less than $500,000.00. The mortgage recording tax for mortgages in the amount of $500,000.00 or more is 2.175% after the $30.00 deduction on the first ten thousand dollars of mortgage amount and, (ii) in addition, the recording charges imposed by the New York City Register which are approximately $20.00 plus $5.00 per page or part thereof and a service charge of approximately $20.00 per document. All Purchasers will also be required to pay all fees and charges imposed by their respective lending institutions. Purchaser will also likely pay lender's appraiser fees, origination fees, lender's attorney's fees, reserves for real estate taxes and insurance premiums. The Sponsor makes no representation as to what additional closing costs may be charged by a particular lender.

VII. Working Capital Contribution by Purchaser.

A Working Capital Fund for the Condominium shall be established as follows:

Upon the closing of the purchase of a Unit, the Purchaser will be required to pay to the Condominium an amount equal to two months' Common Charges then in effect for the Unit pursuant to the budget in accordance with Schedule A hereto, as the same may be amended from time to time ("Unit Working Capital Fund Contribution") as initial

Working Capital. This contribution is not refundable or transferable if the Purchaser sells his or her Unit.

VIII. Cost of Purchaser's Attorney's Fees.

Purchaser shall have the sole responsibility for payment of his or her own attorney's fees and any attorneys fees or other fees required by his or her lending institution.

IX. Late Fees.

If the Purchaser fails to close on the Closing Date for any reason, then (i) the closing adjustments shall be made as of midnight of the day preceding the date originally scheduled for the Closing Date and (ii) the Purchaser shall pay to Sponsor, as a late fee, an amount equal to .03% times the unpaid portion of the purchase price for his or her Unit for each days delay, beginning with the date originally scheduled for the Closing Date to and including the day immediately preceding the actual Closing Date. The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor postpones the Closing Date except to the extent that thereafter the Purchaser postpones the closing for any reason or is in default.

X. Estimated Apportioned Costs, Fees and Charges to be Paid by Purchaser:

The following costs are to be apportioned at the closings:

If Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six month period following the first closing. The amount deposited in escrow for real estate taxes will be disclosed in the post closing amendments until the units are separately assessed. Alternatively, the Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the real estate taxes attributable to the unsold Units for such six month period and may collect at each Unit closing the estimated amount of taxes attributable to such Unit for the balance of the six month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be entitled to reimbursement from Unit Owners to the extent of the actual assessment. No escrow will be required if the Condominium By-Laws include as part of the Common Expenses, real estate taxes on the property until the Units are separately assessed and after assessment Unit Owners will be reimbursed for any overpayment of taxes or assessed for an underpayment. The amount of real estate tax escrow will be disclosed in the first post-closing amendment.

A purchaser is required to pay closing adjustments to Sponsor at Closing for (a) adjustments in real estate taxes and adjustment in common charges.

(ii) Numerical Examples of Closing Costs for Typical Condominium Unit [1]

The following is an example of the closing costs applicable to a purchase price of $2,450,000 and a mortgage of $1,960,000 for Unit 4E:

Title Insurance Fee Premium	$9,815
Title Insurance Mortgage Premium	$2,008
Mortgage Recording Tax	$54,880
New York State Transfer Tax	$9,979
New York City Real Property Transfer Tax	$37,700
New York State Mansion Tax	$24,947
Recording of Deed, Mortgage, Unit Power of Attorney	$325
Contribution to Working Capital Fund (Est.)	$2,058
First Month's Common Charges (Est.)	$1,029
Survey Fee	$200
ACRIS processing fee	$150
Basic Sponsor's Attorney's Fee	$2,000
Total Estimated Closing Costs	$145,091

(iii) Credits for Mortgage Recording Taxes Paid by Sponsor.

To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reasons of any prior mortgage against the Unit or the Property, the Purchaser shall pay to the Sponsor at the closing for such Unit the amount of any such credit.

The Sponsor may pay or may have paid a mortgage recording tax in connection with obtaining a mortgage loan for the acquisition and/or the construction of the Condominium. Section 339-ee(2) of the New York Real Property Law provides for a mortgage tax credit upon transfer of the Units.

Sponsor shall be entitled to a credit for the mortgage taxes paid pursuant to Section 339-ee(2) of the New York Real Property Law. The pertinent language of the statute is as follows:

> *"If in the event the proceeds of a construction mortgage were applied to construction of a Unit of a Condominium submitted to the provisions of this article, or in the event that a Unit submitted to the provisions of this act*

[1] The example does not include costs that may be incurred for Purchaser's attorney's fee, apportionments for real estate taxes, water and sewer charges and similar items (see Closing Adjustments, Part I, Section P (II)) and fees required by Purchaser's lending institution. When the Purchaser pays the transfer tax, the law requires that the tax that the seller would pay be treated as additional consideration for the purpose of computing the New York State and City of New York City Transfer taxes.

was subject to a blanket mortgage, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each Unit is first conveyed, there shall be allowed a credit against the mortgage tax that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the Purchaser's pro rata percentage of interest in the Common Elements and the mortgage tax already paid on the construction or blanket mortgage. No credit shall be allowed under this subdivision (a) on account of the special additional mortgage recording tax imposed by subdivision one "a" of section two hundred fifty three of the tax law or (b) where the first Condominium Unit is sold more than two years after the construction or blanket mortgage was recorded".

The Sponsor shall receive the benefit from any credit on Purchaser's mortgage recording tax which may be available pursuant to the quoted statute. Accordingly, at closing, each Purchaser electing mortgage financing shall pay the full amount of the mortgage recording tax chargeable on the entire amount being financed. Sponsor will be reimbursed at closing to the extent of any mortgage tax credit allowed.

(iv) Mortgage financing costs.

The Purchaser will be responsible for all closing costs in connection with mortgage financing if the Purchaser obtains a mortgage.

(v) Costs for Sponsor's Attorney's Fees to be Paid by Purchaser.

Purchaser shall pay the fee of Sponsor's closing attorneys in the amount of $2,000.00 per Unit at the time of closing for document preparation fees for preparation of closing documents and for attendance by Sponsor's counsel at the closing. If a closing takes place, at the request of the Purchaser, at any location other than the office of Sponsor's attorney, Purchaser shall pay to Sponsor's attorney (in addition to the fee set forth above), an attendance travel fee in the sum of $450.00 provided that the closing is held in the City of New York or Nassau County. Sponsor and Sponsor's counsel are not required to attend a closing at any location other than in the City of New York or Nassau County. In the event that a closing is adjourned with Sponsor's consent, at the request of the Purchaser, or Purchaser's attorney within forty eight (48) hours of the scheduled time of closing, Purchaser shall also pay Sponsor's attorney an adjournment fee in the sum of $250.00. There will be a fee charged of $150.00 for the preparation by Sponsor's counsel of E-Forms, which are required for the ACRIS recording of the transfer documents.

Q. RIGHTS AND OBLIGATIONS OF THE SPONSOR

(1) Sponsor is reserving the unconditional right to rent rather than sell Units. Because 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 fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium. Sponsor will endeavor in good faith to sell Units rather than rent. If Sponsor makes a bulk sale of all or some of its unsold Units, the transferee successor Sponsor is bound by Sponsor's representations regarding its commitment to sell Units.

(2) The Sponsor has no obligation to defend any suits or proceedings arising out of Sponsor's acts or omissions and no obligation to indemnify the Board of Managers and Unit Owners, except for claims arising out of the acts, omissions or representations of the Sponsor, as stated in this Offering Plan.

(3) All representations under the Offering Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

(4) Sponsor and its principals will remain liable notwithstanding any disclaimers or limitations of liability on the part of the Sponsor or its principals for failure to perform any obligation imposed by applicable statute or regulation. This Offering Plan does not include any financial limitation on Sponsor's liability for failure to perform its obligations under the Offering Plan. Sponsor's obligations cannot go below the duty to construct the premises in accordance with all applicable codes, filed plans and specifications and locally accepted building practices for items which are not covered by codes.

(5) The Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to unsold Units. Sponsor represents that it has the financial resources to meet its obligations with respect to unsold Units. Sponsor will fund its financial obligations to the Condominium through sale of a Condominium Unit pursuant to this Plan or through cash on hand. No bond or other security has been furnished to secure Sponsor's obligations under this Plan or to complete construction of the building.

(6) Sponsor is not obligated to repair any damage from a casualty or other cause that occurs before the closing of a Purchasers Unit. If Sponsor elects to repair or restore the Unit, Purchaser shall not have the right to reject title or receive a credit against or abatement in the purchase price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. In the event that Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase

Agreement shall be deemed canceled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, and neither party shall have any further rights, obligations or liability to or against the other. The parties shall also be released from all obligations and liability under the Purchase Agreement and this Plan, except that if Purchaser is then in default under the Purchase Agreement, Sponsor shall retain all sums deposited by Purchaser pursuant to the Purchase Agreement together with interest, if any, earned thereon as and for liquidated damages.

(7) Sponsor shall procure fire and casualty insurance, as set forth in Schedule B (Part I, Section "F"), pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance as reflected in Schedule "B". Such insurance will provide that each Unit Owner is an additional insured and that there will be no cancellation without notice to the Board of Managers and Unit Owners. The insurance policies will also contain waivers of subrogation, waivers of invalidity, due to acts of the insured and Unit Owners and waivers of pro-rata reduction of liability of the insurer due to other insurance carried by individual Unit Owners.

(8) In the event of the dissolution or liquidation of the Sponsor or the transfer of ten or more Units or twenty percent or more of the total number of Units in the Condominium, whichever is less, 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.

(9) Sponsor has obtained financing at the time of submission of the Offering Plan to the New York State Department of Law. Sponsor will be obligated to pay off and otherwise comply with the terms of the mortgage loan on the entire Condominium. After the recording of the Declaration and before the closing of title to the first Unit, the mortgage loan, if any, will be satisfied, or released, or subdivided, extended and consolidated with the individual permanent mortgages which will be placed on the Units of those Purchasers obtaining a purchase money mortgage. In addition, before the closing of title to the first Unit, all liens and mortgages affecting the Condominium shall be paid and satisfied or the Unit being conveyed and its appurtenant Common interest shall be released therefrom by partial release duly recorded.

(10) Sponsor shall have the obligation to build and complete the Condominium in accordance with applicable codes and the building Plans and specifications identified in this Offering Plan.

(i) Sponsor shall have the right to substitute equipment or materials of equal or better quality and design as those originally specified.

(ii) Sponsor may modify the layout or design of the building but Sponsor may not change the size, or location of the Units if such changes affect the percentage of common interests or adversely affect the value of any Unit to which title has closed or

for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change. The Sponsor's obligation to build and complete the Condominium in accordance with the building Plans and specifications identified in the Plan and Sponsor's right to substitute equipment or materials and make modifications of layout or design, provided however, that Sponsor may not:

(i) substitute equipment or materials of lesser quality or design; or

(ii) change the size, location of building or Units other improvements or Common Elements if such changes affect the percentage of common interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change.

(11) The common areas and public portions of the building will be completed before the closing of title to the first Unit.

(12) Sponsor may not close units without a Temporary Certificate of Occupancy unless a Permanent Certificate of Occupancy has been issued.

(13) If the first closing may take place prior to the issuance of a permanent certificate of occupancy for the property:

(i) Sponsor is required to maintain all deposits and funds in the special escrow account required by General Business Law Section 352-e(2-b) unless the Sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete all alterations and improvements to the public portions and common areas of the building. In such case the sum exceeding the amount so certified by the Sponsor's engineer or architect may be released from the special escrow account. Alternatively, Sponsor must deposit with an escrow agent an unconditional, irrevocable letter of credit, post a surety bond in the amount so certified, or provide other collateral acceptable to the Department of Law. The use of any alternate security will be previously disclosed in an amendment to the Plan.

The amount of any escrow retained for the issuance of a permanent certificate of occupancy and the architect's certification certifying such amount shall be disclosed in the post-closing amendments.

All alterations and improvements to the common areas and public portions of the condominium building will be completed before the closing of the first unit.

(14) Sponsor is not obligated to provide a warranty on the Condominium Units. All Units, Common Elements and Limited Common Elements offered pursuant to this Plan are sold as described in this Plan. Sponsor makes no warranty whatsoever

regarding materials, workmanship or any other aspect of the Units, Common Elements, Limited Common Elements or any portion thereof.

(15) Upon the closing of title, Sponsor will assign to the Purchaser, and to the Board of Managers upon the recording of the Declaration, all applicable warranties, if any, of manufacturers and subcontractors relating to heating, electrical work, plumbing, and appliances, as well as bonds relating to the Purchasers Unit or the Common Elements, if any. Sponsor undertakes to supply warranties only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent that such warranties and bonds are assignable. The Housing Merchant Implied Warranty Law (General Business Law, Article 36-B) is not applicable to the Condominium Units.

(16) Sponsor will pay the cost of all authorized and proper work involved in the construction, establishment and sale of the Condominium property that Sponsor is obligated to complete under the Plan and to cause all mechanics liens filed with respect to the construction of the building to be promptly discharged or bonded.

(17) Sponsor will deliver a set of "as built" Plans to the Board of Managers.

(18) Except as specifically set forth in this Plan, no bond or other security has been furnished to secure Sponsor's obligations to complete construction after closing title to the first Unit and obtain a Permanent Certificate of Occupancy and all necessary permits.

(19) The Sponsor has a right of access to complete construction of the Condominium. The Sponsor is obligated to repair any damages caused by Sponsor or Sponsor's contractors to any Condominium Unit and the common areas as a result of the work performed in accordance with gaining access to Condominium Units and/or the common areas. The Sponsor may not interfere with the Unit Owner's use and may only gain access to sold Units during normal business hours, from 8AM to 5PM, Monday through Friday.

(20) Owners of Class A multiple dwellings in New York City, which include Condominium Units, must install carbon monoxide detectors. The Sponsor will install a smoke detector and a carbon monoxide detector in each residential Condominium Unit. The law requires the owners of the residential Condominium Units to maintain the carbon monoxide detectors.

(21) There is no minimum release price set by any lender for the lender to release its lien from the Unit being sold.

(22) The Offering Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for eighty (80) percent or more of the Units offered under the Plan. **(80% is seven (7) Units).**

If the offering plan is to be abandoned after filing and the sponsor has accepted purchase agreements, the sponsor shall promptly submit an amendment to the Department of Law together with form RS-3 as promulgated by the Department of Law. If payments under purchase agreements have been received, and the offering plan is abandoned, the funds of purchasers must be returned within five days after the amendment abandoning the plan has been accepted for filing by the New York State Department of Law. If there are no outstanding purchase agreements the sponsor need not submit an amendment but shall submit a form RS-3 to the Department of Law.

The Sponsor may not abandon this Offering Plan after effectiveness for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total offering amount; or (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half of one percent of the total offering amount; or (iii) the taking of any material portion of the property by condemnation or eminent domain. The sum of one-half of one percent of the total offering amount as the figure for the basis for abandonment after effectiveness shall exclude any attorneys fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record.

(23) Sponsor shall procure fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Schedule B in this offering plan.

(24) Sponsor will disclose in all post closing amendments until a Permanent Certificate of Occupancy is issued the amount of any funds held in escrow for the issuance of a Permanent Certificate of Occupancy and the post closing amendments shall include the architect's certification certifying to such amount as an exhibit to such amendments.

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R. CONTROL BY SPONSOR

Sponsor's initial control of the Board of Managers of the Condominium will be subject to the following:

Board of Managers:

The Condominium By-Laws, as set forth in Part II, Section "MM" of the Plan, provide for a three (3) member Board of Managers whose members will be designated by the Sponsor.

Until the first meeting of Unit Owners, Sponsor shall appoint all three (3) members to the Board of Managers.

The Sponsor shall call the first meeting of Unit Owners (a) within 90 days of 75% of the Units have been conveyed to Purchasers or (b) within three years from the conveyance of the first unit to a Purchaser, whichever occurs first. At the first meeting, a three (3) member Board of Managers shall be elected by the Unit Owners.

Until the first meeting, the Sponsor shall control the Board of Managers.

Annual meetings will be held each annual anniversary from the first meeting of the Unit Owners although no change in control will occur until the provisions set forth herein are met.

The By-Laws authorize the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the secretary by not less than 25% in common interest, in the aggregate, of the Unit Owners.

After the initial Sponsor Control Period expires, the By-Laws do not require that the majority of the Board consist of owner occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Purchasers for their own occupancy may never gain control of the Board of Managers. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., as a home as opposed to an investment.

After the initial Sponsor Control Period, a majority of Board Members will not be Sponsor affiliates.

All members of the Board of Managers (other than the designees of the Sponsor) shall be Unit Owners, mortgagees of Units, partners or employees of a partnership owning a Unit or a mortgage covering a Unit, shareholders, officers, directors or employees of corporate owners or corporate mortgagees of Units, or

fiduciaries or officers or employees of fiduciaries who are owners or mortgagees of Units.

The term of office of the members of the Board of Managers shall be one year or until their successors are elected, whichever is later.

All terms of the members of the Board of Managers term shall expire annually.

Control of Management by Sponsor

As long as the Sponsor or its designees shall own Units representing 25% or more in common interest or for a period of three (3) years after closing of title to the first Unit, whichever occurs first, the Board of Managers may not, without the prior written consent of the Sponsor or its designees, (i) make any addition, alteration or improvement to the Common Elements, Limited Common Elements or to any Unit or (ii) assess any common charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B to the extent that the aggregate amount of such fund does not exceed 5% of the budget expenses of the Condominium or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law) to the extent that existing reserves are insufficient or (iv) amend the Declaration or By-Laws of the Condominium so as to in any way adversely affect Sponsor or its designees. At no time will the Board of Managers interfere with the offer and sale or leasing of Units, operation of or sales and leasing offices on the premises, or with any actions necessary for construction, renovation, repair or correction on the Property as required by Sponsor or its designee. Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required: (i) to comply with applicable laws or regulations; or (ii) to remedy any notice of violation; (iii) to remedy any work order by an insurer; or (iv) which affects the health and safety of the occupants of the building.

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S. BOARD OF MANAGERS

The form of the Declaration of Condominium and the By-Laws referred to in the Plan appears in Part II, Sections "LL" and "MM".

The following is a summary of certain provisions of the By-Laws and Declaration:

(1) The affairs of the Condominium will be governed by a Board of Managers consisting of three (3) members. Persons eligible to be members of the Board of Managers (other than the designees of the Sponsor) shall be Unit Owners, mortgagees of Units, partners or employees of a partnership owning a Unit or a mortgage covering a Unit, shareholders, officers, directors or employees of corporate owners or corporate mortgagees of Units, or fiduciaries or officers or employees of fiduciaries who are owners or mortgagees of Units.

The Sponsor shall call the first meeting of Unit Owners (a) within 90 days of 75% of the Units have been conveyed to Purchasers or (b) within three years from the conveyance of the first unit to a Purchaser, whichever occurs first. At the first meeting, a three (3) member Board of Managers shall be elected by the Unit Owners.

Members of the Board of Managers will serve for one year from the date of the election or until their successor is elected, whichever is later, except that a new Board of Managers will be elected at the first annual meeting after the first closing of a Unit even if the current Board has not served for one year.

Annual meetings will be held on the first anniversary of the first meeting of Unit Owners and annually thereafter on the same day unless such day shall fall on a Saturday, Sunday or legal holiday, in which event the meeting for that year shall be held on the succeeding Monday. The By-Laws authorize the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the secretary by not less than 25% in common interest, in the aggregate, of the Unit Owners.

The By-Laws do not require that the majority of the Board of Managers be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals after the end of the initial sponsor control period.

Sponsor will have the right to vote all of the Common Interests attributable to the Unsold Units as it sees fit. When voting for members of the Condominium Board, each Unit Owner shall be entitled to cast one vote for each .01% of Common Interest attributable to the Unit per member to be elected. However, Sponsor has the right to appoint members of the Condominium Board as set forth above for the time periods as stated herein.

(2) Anticipated First Officers and Members of the Board of Managers:

The names of the anticipated first officers and members of the Board of Managers are:

Stewart Osborne, President
David Ruff, Vice President
Gary Rosen, Esq., as Secretary & Treasurer

Stewart Osborne and David Ruff are principals of the Sponsor. Gary Rosen, Esq. is counsel to Sponsor.

(3) Directors' and officers' liability insurance will not be procured by the Sponsor and will not be effective at the closing of the Condominium and the filing of the Declaration. If the Board of Managers desires to obtain Directors' and officers' liability insurance, the cost for such insurance shall be borne by the Condominium. Directors' and officers' liability insurance would provide insurance coverage for any personal liability of the Board of Managers. Any person who serves as a member of a Board of Managers can be subject to an action for a perceived wrong. The insurance coverage that the Board of Managers may obtain, at a cost to the Condominium, may be obtained in an amount that may be sufficient to indemnify the Board of Managers against all claims. However, no representation is made that the coverage will be adequate in all cases and no representation is made that the coverage will include actions outside the scope of the duties of a member of the Board of Managers or an officer of a Condominium. The Unit Owners shall indemnify and hold harmless each of the officers of the Condominium against all liability to others arising from their acts as, or by reason of the fact that such person was an officer. It is intended that officers 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 also intended that the liability of any Unit Owner arising out of any contract made by any officer or out of the aforesaid indemnity in favor of the officers shall be limited to such proportion of the total liability thereof as his interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements.

Every agreement made by any officer 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 agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that any liability of a Unit Owner thereunder shall be limited to such proportion of the total liability of a Unit Owner thereunder as his interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements.

(4) All members of the Board of Managers shall serve without compensation and the Sponsor has agreed that the By-Laws will not be amended to provide otherwise while the Sponsor owns more than 15% of the Units.

(5) The officers and members of the Board may not be removed by the Board of Managers except for just cause. For the purposes of this Plan, "just cause" is defined as follows: (1) willful misconduct in following the legitimate directions of the Board of Managers, (2) theft or misapplication of Condominium property or money, (3) conviction of a felony, (4) habitual drunkenness or substance abuse, (5) excessive absenteeism from Board of Managers meetings, (6) dishonesty or fraud and (7) breach of fiduciary duty.

(6) Except with regard to amendment of the Declaration or By-Laws, voting rights of Unit Owners shall be on the basis of percentage of common interest owned by a Unit Owner. The percentage of common interest needed to amend the Condominium's By-Laws and to change the Declaration of Condominium after it has been filed is sixty-six and two-thirds percent (66 2/3%) in number and in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purposes.

(7) Amendment of the Declaration and By-Laws.

The Declaration may be amended with the approval of at least 66 2/3% in number and in common interest of all Unit Owners, in accordance with the provisions of the By-Laws, provided, however, that the common interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the consent of all Unit Owners affected.

The By-Laws may be amended by approval of 66 2/3% in number and in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purposes.

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

(1) Sale or Lease of Unit; Right of First Refusal of Board of Managers

FOR THE PROPOSED RESALE OF A CONDOMINIUM UNIT:

Any Unit Owner shall have the right to sell his or her Unit free of any right of first refusal or restriction. If there are any additional restrictions or conditions to sale or lease of Units in the future, the Sponsor will file an amendment disclosing that change.

FOR THE PROPOSED LEASING OF A CONDOMINIUM UNIT BY A UNIT OWNER:

Unit Owners will be free without restriction, to sell or lease their respective Units to any person or entity without first offering the Unit for sale or lease to, or obtaining the consent of the Board of Managers. No Unit may be sold, leased or in any way transferred apart from its appurtenant interest in the Common Elements. No Unit may be leased for a term of rental which is less than six months.

The terms of any lease, including the rent, will not be subject to state or local laws.

Any Unit Owner shall have the right to lease their Condominium Unit provided that the term of rental is no less than six (6) months.

Notwithstanding the foregoing, no Unit Owner may sell or lease his Unit if he is in arrears on payment of common charges.

Unit Owners will be free, without restriction, to sell or lease their respective Units to a spouse or, any adult children, without first offering the Unit for sale or lease to, or obtaining the consent of the Board of Managers. Furthermore, a Unit Owner is free, without restriction, to make a gift of his Unit to anyone during his lifetime, to devise such Unit by will or pass such Unit by intestacy. No Unit can be sold, leased or in any way transferred apart from its appurtenant interest in the Common Elements.

The Board of Managers may make further restrictions on or conditions to sale or lease of Units in the future consistent with the Condominium Declaration, By-Laws and applicable law.

Every Unit Owner shall be required to pay a processing fee of $100.00 per transaction to the Board of Managers for each lease for his or her Unit.

(2) Mortgaging of Units by Unit Owners

Every Unit Owner shall have the right to mortgage his or her Unit without restriction, provided that any such mortgage shall be substantially in the form of the New York statutory form of mortgage, except any and all changes or additions as may be necessary in order to permit a particular bank, trust company, savings and loan association or other institutional lender to make the mortgage loan.

(3) Common Charges and Assessments

(i). Unit Owners shall pay common charges and assessments levied by the Board of Managers. The Board of Managers shall be required to prepare budgets at least annually. However, the Board of Managers may prepare budgets at more frequent intervals if it so desires. A copy of each budget shall be furnished to each Unit Owner. Each Unit Owner shall be required to pay common charges and expenses in accordance with his or her proportionate interests in the Common Elements in order to insure collection of sufficient funds to meet the Condominium's budget. Common charges (except those adjusted at closing) shall be billed and be payable in advance on a monthly basis. Common Charges are due on the first day of each month. Common charges not received by the Board of Managers or its designated managing agent, by the tenth day of the month are deemed late. (See Section "MM", Article V, Section 5, By-Laws for discussion as to late fees.)

(ii). The Board of Managers shall have the right to accumulate reserves for capital expenditures or otherwise by establishment of a Reserve Fund. The building may be used by the Board of Managers for Condominium purposes in the exercise of its business judgment on how to run the affairs of a Condominium. The Board of Managers shall have the sole right to determine the amount of money to be kept in the Reserve Fund and how to invest it provided that the investment is made according to applicable law.

(iii). Liability of a Unit Owner for common charges and assessments can only be terminated by the sale of the Unit. As long as the Unit Owner has title to the Unit, the Unit Owner is responsible for the payment of common charges and assessments.

(iv). Section 339-z of the Real Property Law of the State of New York states that the Board of Managers will have a lien on each Unit for unpaid common charges assessed by the Board of Managers on behalf of the Unit Owners. The common charge lien will only be subordinate to liens for real estate taxes on the Unit and any unpaid amount due on a first mortgage of record on such Unit. A lien for unpaid common charges against the Unit becomes effective upon the filing of a notice of lien in the office of the Register of the City of New York, County of Kings. Such lien shall be in effect for six (6) years from the date of filing unless all common charges secured by the lien have been fully paid with interest or unless an action for foreclosure of the lien is commenced. The Board of Managers may commence legal action to foreclose the lien on behalf of the Unit Owners in a similar manner to the foreclosure of a mortgage on

real property or an action may be brought by the Board of Managers to recover unpaid common charges without foreclosing the lien.

(v). The Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of common charges while Sponsor is in control of the Board of Managers.

Sponsor makes no representation or guaranty that any Unit Owner (other than Sponsor), any tenant, or the Condominium, will in fact comply with RPL §339-kk, and Sponsor shall have no liability for their failure to do so. No representation is made about the tax effects of RPL §339-kk and all prospective Purchasers should review RPL §339-kk to determine its effect on their own situation.

New York State RPL §339-kk provides the following:

(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 rents 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 of Managers 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 or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts 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 owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers 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) Repairs

(i). The Board of Managers will cause all maintenance, repairs and replacements necessary or required for the Common Elements the cost thereof will be a common expense. Unit Owners will be obligated to make and perform all maintenance, repairs and replacements to their individual Units and maintenance to the Limited Common Elements assigned to their Unit at their own cost and expense.

(ii). Intentionally Omitted.

(iii). Each Unit Owner shall be responsible to reimburse the Condominium for the cost of any repairs or replacements to the Common Elements and Limited Common Elements required as the result of the negligence or abuse of said Unit Owner.

(iv). The Board of Managers and the Managing Agent shall have the right of access to any Unit for the purpose of making any repairs or replacements to any of the Common Elements and Limited Common Elements contained in the Unit or elsewhere in the building or to remedy any condition which would result in damage to any other Unit or the Common Elements or Limited Common Elements, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof. Such right of access shall be exercised in a manner that will not unreasonably interfere with the use of the Units, but prior notice shall not be required in the event that the Board of Managers shall determine that immediate action is necessary for the preservation or safety of the property of the Condominium, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium. The Board of Managers will not be liable to any Unit Owner by reason of such entry, except in the event of gross negligence or willful misconduct.

(5) Additions, Alterations and Improvements

(i). Additions, alterations or improvements costing $5,000.00 or less may be made by the Board of Managers without prior approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses. Additions, alterations or improvements costing more than $5,000.00 shall only be made in the event approval is granted by the Unit Owners, at a meeting duly called for such purpose, by more than 50% in number and common interest of the Unit Owners, Sponsor or its designee if then a Unit Owner (and by the holders of first mortgages on Units, if their approval is

required). Upon requisite approval of such addition, alteration or improvement by the Unit Owners, the Board of Managers shall proceed with such addition, alteration or improvement and shall have the right to assess each Unit Owner with his proportionate share of the cost as part of the Common Expenses whether such owner voted for the addition, alteration or improvement or not.

(ii). Residential Unit Owners are prohibited from making any structural addition, alteration or improvement in their respective Units or filing any applications with any governmental authority for a permit covering any addition, alteration or improvement to be made in the Unit without prior written approval from the Board of Managers (and, if required, from the Unit Owners mortgagee). The provisions of this paragraph shall not apply to Units owned by the Sponsor or its designee until a deed to such Unit has been delivered to a Purchaser of the Unit. No Unit Owner may make any changes in or to the Common Elements or Limited Common Elements without prior written approval of the Board of Managers. The approval of the Board of Managers is not required for non-structural alterations and improvements to individual Units which do not affect the exterior of the building or the value of other Units. Purchasers should note the restriction contained in the Rules and Regulations of the Condominium regarding television aerials, use of vestibules, storage and related matters.

(iii). The Board of Managers will execute any application or other documents required to be filed with any governmental authority having or asserting jurisdiction in connection with any structural addition, alteration or improvement made by the Sponsor or its designee to any Unit, provided, however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the execution of the application or such other document.

(6) Insurance

(i). The Board of Managers will be obligated to obtain and maintain, to the limits extent obtainable:

Property Insurance:
Building - $6,500,000;
Business Income – Actual Loss Sustained;
Deductible - $2,500
Inflation Guard – 4%
Equipment Breakdown

Commercial General Liability Insurance:
Premises Liability - $2,000,000 Aggregate
Each Occurrence - $1,000,000
Medical Payments - $5,000 per person
Products / Completed Operations Aggregate - $1,000,000
Personal and Advertising Injury - $1,000,000
Excess Liability - $1,000,000

Earthquake - $250,000
Ordinance or Law - $250,000
Flood / Broad Form Water - $250,000
Employee Dishonesty - $25,000

(ii). Proceeds of all policies of physical damage insurance will be payable to the Board of Managers to be applied for the purpose of repairing, restoring or rebuilding the building unless otherwise determined by the Unit Owners as set forth below. No portion of the insurance proceeds shall be applied to the payment of the mortgage indebtedness of any Unit Owner unless 75% of the Unit Owners determine not to repair, restore or rebuild.

In the event of damage to or destruction of the Building as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair and restoration of the Building and the Board of Managers 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 Residential Unit Owners for such deficit as part of the Common Charges.

If 75% or more of the Units are destroyed or substantially damaged and 75% or more of the Unit Owners do not 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 proceeds of insurance policies shall be divided by the Board of Managers among the Unit Owners in proportion to their 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.

All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on coinsurance or of pro rata reduction of liability or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled by the insurance carrier or substantially modified without at least ten days, prior written notice to all of the insured, including all mortgagees of Units. Certificates of insurance 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 at least ten days prior to expiration of the then current policies and each Unit Owner shall receive a certificate of such insurance.

The cost of all such insurance shall be paid by the Board of Managers and shall constitute a common expense.

For details regarding insurance coverage see Footnote to Schedule B. (Part I, Section "F" of the Plan).

Each Unit Owner will be an additional insured on the Condominium insurance policy. Unit Owners shall not be prohibited from carrying other insurance for their own benefit at their own expense (covering items not included or included only to a limited extent in the policy of the Board of Managers), providing 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 Unit Owner's other insurance. Examples of items not included in the policy of the Board of Managers is Additional Living Expense.

Unit Owners are strongly urged to consider the advisability of obtaining insurance to cover items not included in the policy of the Board of Managers.

(7) Restriction on Occupancy and Use

Occupancy shall be limited to residential use unless permission for other use is granted by the Board of Managers and meets approvals of government agencies and authorities.

Unit Owners may not lease any portion of an apartment less than the entire apartment. Purchasers are prohibited from listing their Units for sale prior to the closing of such Unit.

(8). Pet Restrictions.

No animals, birds, or reptiles of any kind shall be raised, bred, or kept in any Unit or in the common elements or limited common elements, except that dogs, cats or other household pets, not to exceed two per Unit, without the written consent of the Board of Managers, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers, provided, that they are not kept, bred or maintained for any Commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Managers.

In no event shall any dog be permitted in any portion of the common elements unless carried or on a leash, or in any grass or garden plot under any circumstances.

(9). Aesthetic Controls.

In order to retain the structural integrity and aesthetic appearance of the building, no additional window or through-the-wall air-conditioning appliances may be installed in any Unit and no radio, television aerial or awning shall be attached to or hung from the exterior of the building by the Unit Owner without consent of the Board and otherwise in accordance with applicable laws and rules. Painting of doors to the individual Condominium Units or any portion of the property outside of the Condominium Unit is prohibited.

(10). Business Restrictions.

Business or professional use is not permitted without the express written consent of the Board of Managers and must be permitted by zoning regulations. The Sponsor may maintain an office on the premises while there is at least one Unit unsold.

11). Restrictions on Occupancy of Units Owned by Corporations, Partnerships or Fiduciaries.

Corporations, Limited Liability Companies, Partnerships and Fiduciaries may own Condominium Units provided that the use is for residential purposes only, and not for any business or non-residential purpose.

(12). Restrictions on Illegal or Offensive Uses.

Units may not be used for illegal or offensive uses.

(13). Restrictions on Guest Privileges.

There are no restrictions on guest privileges.

(14). Limitations on Utilization of Common Elements and Parking Facilities.

Common Elements may not be used for storage or loitering.

(15). Limitations Contained in the Certificate of Occupancy and Zoning Regulations.

There are no known restrictions set forth in the Zoning Regulations to prohibit the use as contemplated for this Condominium. There are no known limitations in the Certificate of Occupancy which will be sought by the Sponsor which would limit the use of the Condominium property other than as set forth in this Offering Plan.

(16) Window Guards

Each Unit Owner must notify the Managing Agent, or the Board of Managers if there is no Managing Agent, when a child or children ages ten (10) years and under lives or resides, permanently or temporarily in the Condominium Unit. Each Unit Owner must install at the Unit Owner's sole cost and expense the required window guards in all windows of the Unit. The Unit Owner must maintain all window guards installed in the Unit and shall not remove same until permitted by applicable law and in any event, without the written consent of the Managing Agent or the Board of Managers.

(17) Other Material Provisions.

There are no other material provisions in the declaration or By-Laws, which significantly affect the rights and obligations of the Unit Owners or the Board of Managers.

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U. REAL ESTATE TAXES

Each Condominium Unit will be separately assessed for tax purposes by the City of New York. The Unit Owner of each Condominium Unit will receive bills from the City of New York for real estate taxes for their own Condominium Unit. Unit Owners will not be responsible for the payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Condominium Units.

The Sponsor anticipates that the Condominium Units will be separate assessments by the tax assessor's office, and the separate assessments should be implemented at the time of the closings or up to six months thereafter.

If Condominium Units have not been separately assessed for real estate tax purposes prior to the Closing of title to the first Unit, then the Sponsor will pay the real estate taxes due on the entire Condominium Building through June 30, 2015 and then each Unit Owner will reimburse the Sponsor for their proportionate share of the Real Estate Taxes at the Closing at the time of Closing. After June 30, 2015, the Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the real estate taxes attributable to the unsold Units for such six month period and may collect at each Unit Closing the estimated amount of taxes attributable to such Unit for the balance of the six month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be entitled to reimbursement from Unit Owners to the extent of the actual assessment. The Sponsor or the Board of Managers as the case may be, will bill the Unit Owners for their proportionate share of the Real Estate Taxes in advance based on the Unit Owner's percentage of common interest as multiplied by the total taxes due to the City of New York. Unit Owners are to pay the taxes as billed by the Board of Managers or Sponsor and such charges shall be considered as a special assessment for enforcement purposes. The Sponsor may, in the alternative, pay the real estate taxes for the entire building for the tax year (or remainder of the year from the time of the First Closing to the end of the tax year), and collect from each Unit Owner, at Closing their proportionate share of the real estate taxes for the said tax year, calculated by the total tax for the building multiplied by the percentage of Common Interest for each particular Condominium Unit. No escrow will be required if the Condominium By-Laws include as part of the Common Expenses, real estate taxes on the property until the Units are separately assessed and after assessment Unit Owners will be reimbursed for any overpayment of taxes or assessed for an underpayment.

Based on an opinion letter dated March 3, 2014 from Ben Rottenstein Associates Inc., 147 Prince Street, Brooklyn, New York 11201, it is anticipated that the assessed valuation for the Condominium Building when completed for the 2015/2016 (July 1, 2015 through June 30, 2016) tax year will be approximately $950,000. Based on a real estate tax rate of 13.145 per $100 of assessed valuation. It is anticipated that the real estate taxes will be approximately $124,878. The Assessed Valuation for the Building as of July 1, 2014 for the period July 1, 2014 through June 30, 2015 is $271,800; with a

tax rate of 13.145 per $100 of assessed valuation, the real estate taxes are estimated to be $35,728 for the period July 1, 2014 through June 30, 2015.

The approximately date of completion of the Condominium Building will be in April 2015. The actual real estate taxes for the Condominium Building for the period for the period July 1, 2014 through June 30, 2015 are $35,728. If a closing occurs on or prior to June 30, 2015, The actual real estate taxes of $35,728 would be apportioned to each Condominium Unit based on the percentage of common interest and then apportioned on a daily basis from the date of the closing to June 30, 2015. If any closings occur prior to June 30, 2015, the Sponsor will pay the real estate taxes due on the entire Condominium Building through June 30, 2015 and then charge each Unit Owner their proportionate share based on the foregoing, which shall be paid at Closing.

Purchasers should note that income tax deductions, if applicable, 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 the 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, the tax rate or the method of assessing the real property.

It should be noted by Purchasers that the City of New York may increase the real estate tax rate at any time and if the real estate tax rate increases, then the real estate taxes to be paid by Purchasers would increase during the First Year of Condominium Operations or subsequently.

Lot 24 will eventually become Condominium lot numbers.

The projection and estimates of the Real Estate Taxes and Assessed Valuations as used in this Offering Plan that will be payable for each of the Units during the projected First Year of Condominium Operations is based upon an opinion letter prepared by Ben Rottenstein Associates Inc., 147 Prince Street, Brooklyn, New York 11201.

	Estimated Monthly Carrying	Estimated of Annual Carrying
Apt. #	2015/2016	2015/2016
2	$1,352.84	$16,234.08
3E	$1,040.65	$12,487.75
3W	$832.52	$9,990.20
4E	$1,040.65	$12,487.75
4W	$832.52	$9,990.20
5	$1,873.16	$22,477.95
6	$1,873.16	$22,477.95
7	$1,560.97	$18,731.63

NO WARRANTY, GUARANTY OR ASSURANCE IS GIVEN AS TO:

(i) Any projected or estimated amount set forth above including, without limitation, the estimates of the Property's assessed valuations, tax rates or tax amounts during the First Year of Condominium Operations, the estimates of the portions of such assessed valuations that will be allocable to the Condominium Units and the projections of the average real estate tax rate will be in effect during such first or subsequent year of Condominium Operation and/or the rate of construction progress of the Condominium Building;

(ii) The figures or methods that the New York City Real Estate Tax Assessment Bureau will use to allocate the Property's aggregate assessed valuation between the Units, or the New York City Real Estate Tax Assessment Bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described in this Offering Plan; or

(iii) The accuracy of any of the projections or estimates made in this Offering Plan and in Schedule A;

If the City of New York does not subdivide or apportion the real estate taxes prior to the first closing, then the real estate taxes for the Condominium Units, prior to subdivision into Condominium Unit tax lots (one for each Condominium Unit) will be determined by multiplying the total real estate tax for the applicable tax year by the percentage of Common Interest of each particular Condominium Unit. Each Unit Owner will be required to pay their proportionate share of the real estate taxes based on the foregoing until such time as the real estate taxes have been apportioned to each individual Condominium Unit by the City of New York. The Unit Owner shall pay to the Sponsor or to the Board of Managers, its proportionate share if the Sponsor or the Board of Managers has or will advance any sums for real estate taxes on behalf of all

Unit Owners, with such sums due from the date of the closing of title by a Unit Owner to the end of the period of time which the Sponsor or Board of Managers will or has paid the appropriate real estate taxes.

V. INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of a Residential Unit as a personal Unit was prepared by Sponsor, based in part, upon the income tax opinion of Rosen Law LLC, counsel to Sponsor, a copy of which is set forth in the Offering Plan.

ROSEN LAW LLC, IS COUNSEL TO SPONSOR AND NOT THE UNIT OWNERS. EACH PURCHASER SHOULD CONSULT PURCHASER'S OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE UNIT OWNERSHIP UNDER THE PLAN.

Income Tax Deductions to Residential Unit Owners

A Residential Unit Owner will own the Condominium Unit which he or she purchases and its appurtenant Common Elements in fee simple absolute and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. As a result, a Unit Owner may be entitled to deduct for Federal, New York State and in case of New York City residents, New York City income tax purposes, real estate taxes assessed against the Unit and paid by such owner as well as interest paid by the Unit Owner on certain mortgages made against the Unit. Generally, an individual Unit Owner may only deduct interest on debt incurred to acquire his principal residence or a designated secondary residence subject to certain limitations. Each Purchaser should consult with his or her own tax counsel, accountant or other financial advisor as to the tax consequences of the ownership of a Condominium Unit.

It is the opinion of Rosen Law LLC that a Residential Unit Owner who uses the Residential Unit as a personal residence will, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that deductions, if applicable, may vary in the future due to changes in the interest rate or the Residential Unit Owner's mortgage or from changes in the allocation of the 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 assess value, the tax rate or the method of assessing the real property. Purchasers who are individuals should note that mortgage interest is deductible generally only with respect to (1) secured debt used to acquire, construct or substantially improve a principal or second residence (or which constitutes a refinancing of such debt) (up to a total indebtedness of $1 million, $500,000 for married tax payers filing separately) plus (2) other debt (not in excess of $100,000) secured by a principal or second residence. Interest on home mortgage debt in excess of these limitations would not be deductible. In addition, Residential Unit Owners should note that special limitations may apply to the deductibility of points and prepaid interest, if any, on their

mortgage loans and to the overall allowance of itemized deductions. Purchasers should discuss the Alternative Minimum Tax ("AMT") with their accountant to understand the impact by AMT on their deductions.

No opinion is rendered with respect to the deductibility of any payments by the Non-Residential Unit Owners.

Tax Status of the Condominium

Ordinarily, a Condominium Board may elect to be exempt from federal income taxes on Common Charges collected from Unit Owners under Section 528 of the Internal Revenue Code, provided certain prerequisites are met. The condominium may be subject to income taxes because if more than 15% of the floor area of the condominium is non-residential space. See the Condominium Budget for projected Income Taxes.

In order to elect such status,

a) the Condominium must be organized and operated to provide for the acquisition, construction, management, maintenance and care of the Property;

b) 60% or more of the gross income of the Condominium for the taxable year must consist solely of amounts received as membership dues, fees or assessments from owners of Units in the Condominium;

c) 90% or more of the net expenditures of the Condominium for the taxable year must be for the acquisition, construction, management, maintenance and care of the Property;

d) no part of the net earnings of the Condominium may inure (other than by acquiring, constructing or providing management, maintenance and care of the Property and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private shareholder or individual;

e) substantially all of the Units must be used by individuals as residents; Treasury Regulation 1.528-4(b) provides that substantially all of the Units will be treated as used by individuals for residences only if at least 85% of the total square footage of all Units are used as such residences; and

f) the Condominium must make such election at such time in such manner as the Secretary of the Treasury prescribes by regulations.

Under the Treasury regulations issued pursuant to Section 528, a Condominium management association must qualify annually for the election under Section 528, and additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of Section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue.

IT APPEARS THAT THE AFOREMENTIONED REQUIREMENTS WILL BE MET FOR A SECTION 528 ELECTION FOR AT LEAST THE FIRST YEAR OF OPERATION.

Each Purchaser should consult with his or her own tax counsel as to the tax consequences of the Offering Plan and of the purchase of a Condominium Unit.

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W-1. OPINION OF COUNSEL – Income Tax Opinion Letter

ROSEN LAW LLC
ATTORNEYS AT LAW
1010 NORTHERN BOULEVARD, SUITE 322
GREAT NECK, NEW YORK 11021

NEW YORK
FLORIDA
NEW JERSEY

516-437-3400
FAX 516-334-3000
email:grosen@garyrosen.com

June 23, 2014

210 PAC LLC
31 Union Square West, Suite 2D,
New York, New York 10003

Re: 210 Pacific Condominium
210 Pacific Street,
Brooklyn, New York

RE: INCOME TAX OPINION LETTER

Gentlemen:

You have requested our opinion concerning (i) the deductibility, for Federal and New York State income tax purposes, of mortgage interest and real estate taxes paid by residents of New York who purchase the offered Residential Condominium Units for their own residential use pursuant to the above-referenced Condominium Offering Plan (the "Plan"), and (ii) the qualification of the Condominium as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"). This opinion does not address the tax consequences of the ownership of Residential Condominium Units by corporations, other entities or foreign persons. Furthermore, this opinion does not address the tax consequences of (i) ownership of any Unsold Residential Condominium Units, any Residential Unit that is used for commercial or mixed residential/commercial purposes, or any Units other than the Residential Condominium Units, or (ii) any rebates or other payments that may be made, or benefits provided, to owners of Residential Condominium Units. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

In connection with rendering this opinion, we have reviewed the Plan and have examined the schedules, exhibits and documents accompanying the Plan, including the declaration establishing, and the By-Laws governing, the operations of the Condominium (the "Plan Documents"). We have also considered the relevant sections of the Code, the New York State Tax Law, the New York City Administrative Code, the regulations promulgated thereunder and such other materials as we deemed relevant.

In rendering this opinion, we have assumed that the Plan is the document pursuant to which owners of the Residential Condominium Units will acquire their Residential Condominium Units and that the relevant facts are as set forth therein.

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

Accordingly, based on the foregoing, it is our opinion that an owner of a Residential Unit who itemizes deductions and who uses his or her Residential Unit as a personal residence will be entitled under current law to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as may be in effect under Section 68 of the Code, real estate taxes assessed against his or her Residential Unit and paid to the local tax authority. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Owners of the Residential Condominium Units should consult their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes.

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

A taxpayer generally is entitled to a deduction for Federal income tax purposes for interest paid with respect to a principal and one secondary residence (a "qualified residence") to the extent that the interest is attributable to indebtedness which is secured by the qualified residence and which (i) is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt) ("acquisition indebtedness"), up to a maximum of $1,000,000 for any period ($500,000 in the case of a married individual filing a separate return), or (ii) is any indebtedness other than acquisition indebtedness, up to the excess of the fair market value of any one qualified residence over the amount of acquisition indebtedness with respect to such residence ("home equity indebtedness"), but not to exceed $100,000 ($50,000 in the case of a married individual filing a separate return) in the aggregate for all qualified residences of the taxpayer in any period. Accordingly, an

owner of a Residential Unit who itemizes deductions and uses his or her Residential Unit as a qualified residence will be entitled, under current law, to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as may be in effect under Section 68 of the Code, interest paid or accrued by him or her on (i) acquisition indebtedness incurred with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) and (ii) home equity indebtedness with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules and limitations to them, as well as regarding the deductibility of interest with respect to their Residential Condominium Units for Federal alternative minimum tax purposes (which at present is subject to rules different than those described above for regular tax purposes). In addition, owners of Residential Condominium Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and any overall limitation on the allowance of itemized deductions.

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

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

To qualify as a homeowners association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least

60% of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) 90% or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must elect to be treated as a homeowners association, and (6) at least 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation § 1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible, therefore, that if the Condominium does not qualify in one year, it may nevertheless qualify in one or more future years.

Based on the information contained in Schedule A to the Plan, at least 85% of the total square footage of all Units of the Condominium will be used by individuals for residential purposes for purposes of Treasury Regulation § 1.528-4(b). Accordingly, assuming the Plan becomes effective during the taxable year ending April 30, 2016 (the "2015 Taxable Year") and there are no changes in the facts and/or the relevant provisions of current law, the Condominium will be eligible to elect to be treated as a homeowners association under Section 528 of the Code for the 2015 Taxable Year.

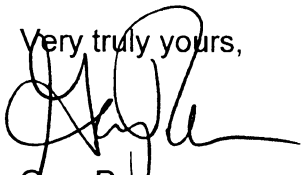
Absent the application of Code Section 528, the present state of federal law is unclear as to the precise tax status of the Condominium. An entity classification regime was adopted in regulations issued by the United States Treasury Department on December 17, 1996 and there is no authority addressing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

The precise tax status of the Condominium for New York State and New York City tax purposes is also unclear. The relevant New York State and New York City laws incorporate by reference federal entity classification provisions which, as discussed above, do not specifically address the treatment of Condominiums. If the Condominium is properly treated as a separate entity that is an association taxable as a corporation for Federal income tax purposes, it appears likely that the Condominium would not be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium does not constitute an association that is taxable as a corporation for Federal income tax purposes, it is still possible, although not certain, that the Condominium might be subject to the New York State Corporation Franchise Tax. Further, in such event, the Condominium likely would be subject to the New York City Unincorporated Business Tax, unless it were eligible for and elected treatment under Code Section 528 as a homeowners association.

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

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan.

Very truly yours,



Gary Rosen

IRS CIRCULAR 230 -- DISCLOSURE NOTICE: IRS Circular 230 regulates written communications about federal tax matters between tax advisors and their clients. To the extent the preceding correspondence and/or any attachment is a written tax advice communication, it is not a full "covered opinion". Accordingly, this advice is not intended and cannot be used for the purpose of avoiding penalties that may be imposed by the IRS regarding the transaction or matters discussed herein.

In addition, the materials communicated herein are intended solely for the addressee and are not intended for distribution to any other person or entity, or to support the promotion or marketing of the transaction or matters addressed herein. Any subsequent reader should seek advice from an independent tax advisor with respect to the transaction or matters addressed herein based on the reader's particular circumstances.

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W-2. Real Estate Tax Opinion.

BEN ROTTENSTEIN ASSOCIATES INC.

REAL ESTATE TAX CONSULTANTS

March 3, 2014

210 PAC LLC
505 Fifth Avenue
New York, NY 10017
Attention: Mr. Stewart Osborne

Re: 421-A Application
210 Pacific Street. Brooklyn, NY
Block:279 Lot: **24**
8 Residential Units

Dear Mr. Osborne:

I am writing in response to your request for an opinion regarding the eligibility of a construction project at the referenced site for tax benefits pursuant to Section 421-A of the Real Property Tax Law.

1. Eligibility requirements
To be eligible for Section 421-A tax benefits, the Project must comply with each of the eligibility requirements set forth in Chapter 6 of Title 28 of the Rules of the City of New York. The application of these requirements to the project is discussed in detail below.

Location Requirements

1. Geographic Exclusion Area Limitation

Sections 6-02(b)(2) and 6-02(c)(10) of the Rules provide that a project in the Geographic Exclusion Area is eligible for Section 421-A benefits only if carried out with Substantial Governmental Assistance or if affordable units are created in accordance with the requirements of Section 6-08 of the Rules.

The Project is not located in the Geographic Exclusion Area and is therefore not subject to these limitations and is not subject to the Assessed Value Cap.

2. Public and Private Park Limitation

Paragraphs (5) and (6) of Section 6-02(c) bar 421-A benefits for projects situated on land mapped as a public park (with certain exceptions) or utilized for ten (10) or more consecutive years immediately prior to October 1, 1971 as a Private Park. You state, and I assume, that the Site does not fall within either category.

Site Requirements

Section 6-02(f) of the Rules states that for a project to be eligible for 421-A benefits, the land on which it is located must have been vacant, predominantly vacant, underutilized, or improved with a non-conforming use on the operative date. "Operative Date" means, in the case of the Project, thirty-six months prior to the Commencement of Construction.

You have stated that construction has commenced in May 2008. You have stated that construction has commenced in the 2007/2008 Fiscal Year. Accordingly the Operative Date will fall within New York City's 2004/2005 Fiscal Year. You have also stated that the site was underutilized prior to the commencement of construction. Accordingly the Site will qualify as underutilized for the purposes of 421-A Rules.

Project Requirements

1. New Multiple Dwelling

Section 6-02(b) of the Rules provides that a project is eligible for Section 421-A benefits only if it is a "new multiple dwelling" containing three or more dwelling units. Section 6-02(c)(2) states that multiple dwellings resulting from the conversion or rehabilitation of a building or structure are ineligible for benefits, and Section 6-01 of the Rules provides that:

Construction shall not commence prior to the issuance by the Department of Buildings of either (i) a building or alteration permit for the construction of an entirely new multiple dwelling, the footprint of which consisted entirely of vacant and unimproved land upon such date, or (ii) an alteration permit for the construction of a new multiple dwelling above, and on an entirely separate tax lot from, one or more existing structures which are to be retained provided that only the floor area attributable to the new multiple dwelling, and any eligible commercial, community facility or accessory use space within such new structure shall be eligible for benefits under the act.

You state that the Project will be carried out pursuant to a new building permit and, upon completion, will be a newly constructed multiple dwelling constructed on land which was entirely underutilized as of the Commencement of Construction. Accordingly, the project will meet the requirements set forth above.

You state that the new construction will consist of 8 newly constructed residential units with an expected completion date of June 2014 (fiscal year 2013/2014)

2. Not used as a Hotel or for Single Room occupancy

Paragraphs (3) and (4) of Section 6-02(c) of the 421-A Rules deem any building or portion thereof which is used as a hotel or for single room occupancy ineligible for 421-A benefits. You state that no such use of the Project will occur.

Timing Requirements

1. Chapter 6 of Title 28 of the Rules of the City of New York is amended by adding a new section 6-09 that defines "commencement of construction". The 421-A Rules requires that a project to be commenced prior to June 30, 2008 to be eligible for Fifteen (15) year benefits under that section. You state, and we assume that the project has met the amended laws on what defines "commencement of construction" with the installation of a metal or concrete structure in the ground to be used for a load bearing purpose pursuant to a new building permit based upon approved architectural and structural plans prior to June 30, 2008.

2. Reduction of Benefits for Excess Commercial, Community Facility or Accessory Use Space

Section 6-06(b) of the Rules provides that the tax exemption granted by 421-A will be reduced if the floor area of the Project's commercial, community facility and accessory use space exceeds twelve percent (12%) of the aggregate floor area.

The amount of commercial, community facility and accessory use space, and resulting decrease in benefits will be determined by the Department of Housing and Preservation and Development ("HPD") in accordance with the 421-A Rules based on building plans for the Project.

3. Exemption after construction

After the first taxable status date immediately following the completion of the construction, any increase in assessed valuation over the Prior Assessed Valuation of the eligible Project which has received a Final Certificate of Eligibility shall be exempt from real property taxes, other than assessments for local improvements, for fifteen consecutive tax years pursuant to the following schedule. In addition, owners must pay full taxes on the Prior Assessed Valuation, as defined in §6-01 of Section 421-A. In addition, condo owners must pay full real estate taxes on the Prior Assessed Valuation and any increases until the Final Certificate of Eligibility is issued, as defined in Section §6-01 of 421-A Rules.

Fifteen Year Exemption

YEAR	Percent of Increased Assessed Valuation Which Is Exempt
First through Eleventh	100%
Twelfth	80%
Thirteenth	60%
Fourteenth	40%
Fifteenth	20%
Sixteenth	0%

Prior to the commencement of construction, records of the New York City Department of Finance Real Property Assessment Department reveal that assessed valuation of the subject premises is as follows: (Years 2006/2007)

BLOCK: 279 LOT: 24 (210 Pacific Street. Brooklyn, NY)

ACTUAL VALUES	LAND: $135,450	TOTAL: $135,450
TRANSITIONAL VALUES	LAND: $114,840	TOTAL: $114,840

It is estimated the assessed value of the property upon completion of construction will be approximately $950,000. The Department of Finance will allocate the assessed value to the condominium units, usually based upon the percentage of common interest as listed in the Condominium Offering Plan. The 2013/2014 Tax Class 2 tax rate is estimated as, $13.181 per $100.

Any increase in assessment due to the physical improvements attributable to the newly constructed residential condominium units shall be exempt as per the FIFTEEN YEAR EXEMPTION table shown earlier.

Although the aforesaid estimate of the post construction 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 less or greater than estimated above. In no event will the firm of BEN ROTTENSTEIN ASSOCIATES INC., the Sponsor, the Sponsor's counsel, or any other person be liable if the assessed valuation when actually made, is less or greater than predicted above or 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 the office of BEN ROTTENSTEIN ASSOCIATES INC., prove to be untrue.

Based on the foregoing, it is our opinion that the Department of Housing and Preservation and Development ("HPD") will consider the property eligible for real estate tax exemption benefits under Section 421-A.

NO WARRANTY IS OR CAN BE MADE BY THIS FIRM THAT HPD OR THE NEW YORK CITY BUREAU OF REAL PROPERTY ASSESSMENT, OR ANY OTHER AGENCY WITH JURISDICTION WILL APPROVE SPONSOR'S APPLICATION FOR SECTION 421-A TAX BENEFITS, OR THAT THE ASSESSED VALUATION WILL BE AS ESTIMATED HEREIN, AND THE WRITER OF THIS LETTER SHALL NOT BE LIABLE, IF BECAUSE OF CHANGES IN LAWS AND/OR REGULATIONS, OR THE INTERPRETATIONS OF LAWS AND/OR REGULATIONS, OR IF THE FACTS REPRESENTED BY SPONSOR, ARCHITECT OR APPRAISER PROVE INCORRECT, THE PROPERTY FAILS TO OBTAIN SECTION 421-A BENEFITS.

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

Very truly yours,

BEN ROTTENSTEIN ASSOCIATES INC.

Adam J. Sabo

X. RESERVE FUND

The Condominium will have a reserve fund in the amount of $13,000 which will be funded by Unit Owners through the payment of monthly common charges. The reserve fund will be used for future capital expenditures of the Condominium.

Sponsor does not represent or warrant that the Condominium will have sufficient funds for any such capital expenditures within or after five years following the Closing Date should such capital expenditures be needed.

Sponsor does not represent or warrant that the Condominium will have sufficient funds for any such capital expenditures within or after five years following the Closing Date should such capital expenditures be needed.

In addition to the Reserve Fund, the budget for the First Year of Condominium Operations as set forth in this Plan provides for an amount for contingencies, which the Board of Managers may elect to use to apply to some or all of the costs of any such needed capital expenditures.

The Sponsor is not required to make any contributions to a Reserve Fund, except through payment of common charges for unsold units.

While the Sponsor is in control of the Board of Managers, the Reserve Fund or Working Capital Fund may not be used to reduce projected common charges in the Offering Plan.

Neither the New York State Department of Law or any other governmental agency has passed upon the adequacy of the Reserve Fund.

Should monies be required by the Condominium for capital expenditures which are not funded by the Reserve Funds available, the Condominium Board could vote to obtain loans for required expenditures as provided by the New York Real Property Law. Real Property Law § 339-jj states:

> 1. To the extent authorized by the declaration or the By-Laws, the Board of Managers, on behalf of the Unit Owners, may incur debt. In addition, subject to any limitations set forth in the declaration or the By-Laws, the Board of Managers, on behalf of the Unit Owners, may incur debt for any of the purposes enumerated in paragraph (b) of subdivision two of section three hundred thirty-nine-v of this article, provided that (a) such debt is incurred no earlier than the fifth anniversary of the first conveyance of a Unit and (b) the incurrence of such debt shall require the consent of a majority in common interest of the Unit Owners.

2. In connection with a debt incurred by it, the Board of Managers, on behalf of the Unit Owners, may (a) assign the rights in and to receive future income and common charges, (b) create a security interest in, assign, pledge, mortgage or otherwise encumber funds or other real or personal property that it holds, (c) agree that, to the extent of any amounts due under any of the provisions of the agreements under which the debt was incurred and subject to the provisions of subdivision two of section three hundred thirty-nine-1 of this article, all common charges received and to be received by it, and the right to receive such funds, shall constitute trust funds for the purpose of paying such debt and the same shall be expended for such purpose before expending any part of the same for any other purpose, and (d) agree that at the lender's direction it will increase common charges to the extent necessary to pay any amount when due under any of the provisions of the agreements under which the debt was incurred. The preceding sentence shall not be construed to authorize the Board of Managers to create a lien on the Common Elements. Any such assignment may provide that, in the event of a default, the lender shall have the right of the Board of Managers to file liens in the lender's name on Units for unpaid common charges pursuant to sections three hundred thirty-nine-z and three hundred thirty-nine-aa of this article and the right to foreclose such liens pursuant to section three hundred thirty-nine-aa of this article.

3. Nothing in this section shall impair rights under any loan or other agreement existing prior to the effective date of this section or limit any right or power that a Board of Managers would otherwise have.

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Y. WORKING CAPITAL FUND

In addition to the payment of the first month of common charges, pro-rated for the remaining number of days in the month from the date of closing, each Unit Owner will also pay an amount equal to two months' Common Charges then in effect for the Unit pursuant to the budget in accordance with Schedule A hereto, as the same may be amended from time to time at the closing of title to his or her Unit for a Working Capital fund of the Condominium.

The Working Capital Fund will depend on the timing of the closing of title to individual Condominium Units and any expenditure made by the Condominium Board from such fund. The contribution is not refundable or transferable if Purchaser sells his or her Condominium Unit.

The initial Working Capital will be used for Working Capital and to pay for insurance premiums and other items in the budget which will be payable prior to the time that sufficient monthly Common Charges and assessments have accrued to pay these items. While the Sponsor is in control of the Board of Managers of the Condominium, the Working Capital fund may be used to pay Common Expenses of the Condominium. The purpose of the Working Capital fund is created by each Purchaser making a contribution equal to two months' Common Charges then in effect for the Unit pursuant to the budget in accordance with Schedule A hereto, as the same may be amended from time to time to provide initial funds to the Condominium so that the Condominium will have funds to operate.

The Sponsor will be responsible for all of the required operating expenses of the Property prior to the date of the closing of title to the first Unit pursuant to the Plan. The Condominium shall be required to pay all of the operating expenses of the Property accruing on or after the date of the closing of title to the first Unit pursuant to the Plan.

The following items shall be apportioned between the Sponsor and the Condominium Board and further allocated by the Condominium Board as follows: a) water charges and sewer rents (unless separately assessed to Units) based on the fiscal year therefore, or, if there be water meters on the Property, the Sponsor shall furnish readings to a date not more than thirty (30) days prior to the date of the closing of title to the first Unit pursuant to the Plan and the unfixed water charges and the unfixed sewer rents, if any, based thereon for the interim shall be apportioned on the basis of such last reading; b) deposits, fees, charges or payments in connection with all permits, licenses, utilities, service and maintenance agreements which are assigned by the Sponsor to the Condominium; c) the cost of fuel on hand, if any, as estimated by the Sponsor's supplier and any other supplies on hand; d) insurance premiums for transferable policies, if any, which Sponsor transfers to the Condominium; e) employees' wages (vacation and severance pay, pension and welfare benefits) and any other payments or obligations relative to employees, if any; f) charges for electricity for the Common Elements; and g) operating expenses and any other prepaid items

(including, without limitation, charges for oil and electricity for the Building, if applicable). In addition, the Sponsor shall pay all installments for assessments due prior of closing of title to the first Unit pursuant to the Plan and the Condominium shall pay all such installments due after such date.

If the net closing adjustments are in favor of the Sponsor, then the amount of such net closing adjustments shall be paid to the Sponsor in twelve (12) equal monthly installments commencing one month after the date of closing of the first Unit, in accordance with a promissory note of the Condominium to be delivered to Sponsor on the Closing Date pursuant to the Plan. The note shall mature on the first anniversary of the date of closing of the first Unit at which time all unpaid principal shall be due and payable. The note shall not provide for interest, except that from and after the maturity, whether by acceleration or otherwise, the note shall bear interest at the lesser of (i) 18% per annum or (ii) the highest rate permitted by law. It is noted that net closing adjustments in favor of Sponsor, if any, generally represent costs for which the Condominium is responsible that have been prepared by Sponsor for a period covering part or all of the first year of Condominium operation, and as such, the amount thereof is reflected in Schedule B – Budget for First Year of Condominium Operation. The Condominium Board shall include in the Common Charges payable by the Unit Owners in their respective share of such Note, allocated as set forth above.

Except as expressly provided in this Section of the Plan, Sponsor shall have no obligation to establish or make any contributions to a Working Capital fund or Reserve Fund of any kind with respect to the Condominium or the Property.

While the Sponsor is in control of the Board of Managers, the Sponsor's representatives shall not use the Working Capital Fund to reduce or decrease the monthly Common Charges projected in Schedule A, however, the Working Capital Fund may be used for building improvements.

No representation is made by Sponsor that the Working Capital Fund will be adequate to cover current or future expenses, including repairs or replacements. If additional funds are required over and above the Working Capital Fund for the payment of items not covered by Sponsor's obligations, it may be necessary to increase Common Charges.

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

The Condominium Board could vote to obtain loans for required expenditures as provided by the New York Real Property Law.

Z. MANAGEMENT, AGREEMENTS, CONTRACTS AND LEASES

Management.

Sponsor will engage the services of NY Real Estate Today Properties Management with its offices located at 8523 12th Avenue, Brooklyn, New York 11228 to manage the condominium. Sponsor on behalf of the Board of Managers will enter into a management contract with NY Real Estate Today Properties Management (the "Managing Agent") on the following terms:

Annual Management fee shall be $6,000;
Either party may terminate the contract upon sixty days written notice and upon payment of the balance of the fees due to the Managing Agent.

The Managing Agent is anticipated to receive an annual fee of $6,000 payable in equal monthly installments of $500.00. The Managing Agent's fee for the First Year of Condominium Operation is comparable to the management fee for similar services in buildings comparable to the Building. Sponsor will amend the Plan to disclose any material change in the Managing Agent's fee for the First Year of Condominium Operation.

The Managing Agent will be responsible for issuing monthly common charge invoices to the Unit Owners, collecting the monthly common charges, paying bills of the condominium, and overseeing the employees of the condominium. The duties of the Board of Managers with respect to management of the Condominium are set forth in Section "S" & "T" of this Offering Plan.

The Sponsor will determine the date on which the Managing Agent shall commence its work. Until such time as the Sponsor determines that Management Agent shall commence, the Sponsor will be responsible for issuing monthly common charge invoices to the Unit Owners, collecting the monthly common charges, paying bills of the condominium, and overseeing the employees of the condominium and Sponsor will not charge the Condominium any management fee for its work.

The sum of $1,000 has been added to the Management Fee budget for any expenses incurred by Managing Agent which are not included in its management fee.

The sum of $6,000 for a management fee is the prevailing rates for management services for similarly sized properties in Brooklyn, New York.

The Board of Managers will enter into a written agreement with a Managing Agent for a term of one year to manage the condominium.

Any Management Agreement entered into by the Board of Managers will contain a provision that such Management Agreement may be terminated in the event of

Managing Agent's fraud, misappropriation of condominium funds, embezzlement, or the like.

The condominium will obtain a fidelity bond and name the Managing Agent as an additional insured.

The Condominium shall indemnify and hold the Managing Agent harmless from any lawsuits as a result of the actions of managing agent in its performance of its normal course of its duties.

The Managing Agent will be expected to prepare budgets at least annually, cause all maintenance, repairs and replacements necessary or required for the Common Elements and certain Limited Common Elements of the Condominium, cause additions, alterations or improvements to be made to the Condominium, and obtain and maintain insurances for the Condominium, at the sole cost and expense of the Condominium.

The Board of Managers and the Managing Agent as directed by the Board of Managers will be responsible for, among others:

a. Bill and collect Common Charges, maintenance charges, Assessments (if any), special Assessments (if any) and special charges (if any) from Unit Owners;

b. Establish and maintain bank accounts on behalf of the Condominium Board of Managers;

c. Disburse funds from the bank accounts of the Condominium Board of Managers;

d. Prepare and distribute annual reports to all Unit Owners within five (5) months after the end of each Fiscal Year;

e. Keep and maintain books and records for the Condominium Board of Managers in accordance with generally accepted accounting principles;

f. Execute and file tax returns and any instruments required of an employer under the Federal Insurance Contributions Act ("FICA"), the Federal Unemployment Tax Act, the United States Internal Revenue Code of 1986 and the Federal Income Tax Act and the filing of any similar state and local instruments;

g. Schedule and hold meetings of the Board of Managers of the Condominium including the preparation of and mailing of notices of meetings in accordance with the provisions of the Condominium Instruments and the Condominium Act;

h. Suggest amendments to the Rules and Regulations for the use and occupancy of the Condominium Units and Common Elements;

i. Maintain a complete roster of Unit Owners including names and mailing addresses;

j. Maintain records including financial books and records sufficient to identify the source of all funds collected by Manager and disbursement of funds;

k. Retain and employ attorneys, accountants and other professionals and experts whose services are required to effectively perform the management services;

l. Obtain and maintain all licenses and permits required to be obtained by the Condominium;

m. Operate the Condominium in compliance with the terms and conditions of the Condominium Instruments and with the requirements of any insurance carrier and any covenants and restrictions on the property;

n. Purchase (at the cost of the Unit Owners) and maintain inventories of consumable items used in the administration or operation of the Condominium, including but not limited to cleaning materials, stationery and similar items;

o. Investigate, or have others investigate, all accidents, estimate the cost to repair any damage or destruction to the Common Elements, and make written reports to the Board of Managers, as to all claims for damages relating to the Ownership, operation and maintenance of the Common Elements as the claims shall become known to Manager;

p. Prepare all reports required by any insurance company;

q. Engage third parties as required to provide services that are necessary or desirable for the operation and maintenance of the Common Elements of the Condominium;

r. Employ personnel consistent with the budget approved by the Board of Managers for the delivery of the management services (including the hiring of vendors and third parties);

s. Hire, terminate and promote personnel and hire and terminate vendors or third parties providing personnel;

t. Make periodic physical inspections of the Common Elements and render reports and recommendations to the Board of Managers;

u. Have the right to enter any of the Units as necessary, without prior notice, for emergency repairs to prevent damage to the Condominium building, any Unit or any element of the Common Elements, and for the purpose of abating any unlawful or prohibited activity (provided that except in cases involving manifest danger to the public safety or property, Manager shall make a reasonable effort to give notice to the Unit owner of any Unit to be entered into for such purposes);

v. Cause the Common Elements to be maintained, repaired and replaced in accordance with the Condominium Instruments;

w. Procure and keep in full force all insurance and bonds required to be procured and maintained by the Condominium;

Indemnification:

The Condominium will defend, indemnify and hold harmless members of the Board of Managers from and against any and all costs, damages, claims, liabilities and expenses (including reasonable attorney's fees) arising from any claim by any person relating to the Condominium or any part thereof (including the Condominium, any Unit and the Common Elements), or directly or indirectly arising out of any defect or alleged defect in design or construction, or any death, injury to person or property damage occurring on or about the Condominium or any part thereof, or the conduct or operation of the Condominium or the performance of members duties or services provided that there is no willful misconduct or fraud of member.

Contracts.

The Sponsor will not bind the Condominium to any contracts except to an elevator service contract and a fire sprinkler inspection contract.

The Condominium will only be bound by contracts made by the Board of Managers.

Leases.

The Condominium will not be bound by any leases.

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AA. IDENTITY OF PARTIES

Sponsor.

The Sponsor of the Offering Plan and the Selling Agent is, 210 PAC LLC.

The Sponsor's address is 31 Union Square West, Suite 2D, New York, New York 10003.

The Sponsor is a New York limited liability company organized on February 2, 2012.

The principals of the Sponsor are Stewart Osborne and David Ruff.

The Sponsor, 210 PAC LLC has no prior experience as a selling agent of Condominium Units.

Stewart Osborne and David Ruff have experience in real estate development.

There are no other cooperatives, Condominiums or homeowners associations in New York State filed within the past five years where the Sponsor or a principal of Sponsor is an owner or Principal or the owner of shares or Units therein and where in the aggregate such owner owns more than 10% of the shares or Units, other than:

None.

The term "Principal" as used herein shall mean a "Principal" as presently defined under the regulations of the Department of Law of the State of New York": Principal(s) means all individual Sponsor, all general partners of Sponsor that are partnerships, all officers, directors and shareholders of a corporate Sponsor that are actively involved in the planning or consummation of the offering, and all other individuals who both (i) own an interest in or control Sponsor and (ii) actively participate in the planning or consummation of the offering, regardless of the form of organization of Sponsor.

There are no other members in the Sponsor entity and only Stewart Osborne and David Ruff have participated in the Planning or consummation of the Condominium Plan.

Only Stewart Osborne and David Ruff are principals pursuant to 13 NYCRR §20.1(c)(2).

No principal of Sponsor has been convicted of a felony, has filed bankruptcy, has been convicted of a crime or has been subject to an injunction or judgment.

Attorneys.

Rosen Law LLC, 1010 Northern Boulevard, Suite 322, Great Neck, New York 11021 represents the Sponsor in connection with all legal matters pertaining to this Offering Plan. Gary Rosen, Esq. and Jared Rosen, Esq. prepared this Offering Plan.

Rosen Law LLC, 1010 Northern Boulevard, Suite 322, Great Neck, New York 11021 will represent the Sponsor in connection with the individual unit closings.

Selling Agent.

The Sponsor, 210 PAC LLC, 31 Union Square West, Suite 2D, New York, New York 10003 is also the Selling Agent of the Condominium Units. The Sponsor has had no experience as the Selling Agent of any other Condominium project.

Managing Agent.

Sponsor will engage the services of NYRET Property Management LLC with its offices located at 8523 12th Avenue, Brooklyn, New York 11228 to manage the condominium. The principal of NYRET Property Management LLC is Francesco DiMarco who is a licensed real estate broker in the State of New York and has managed approximately thirteen (13) buildings.

Architect.

The Sponsor's Architect – SLBM Architects and David Nicholson, R.A. is the project architect. The Description of Property and Specifications set forth in Part II of this Offering Plan was prepared by and certified by David Nicholson, R.A. Mr. Nicholson has a B.S. in architecture. Mr. Nicholson is a licensed Registered Architect in the State of New York. The Sponsor's Architect prepared the Floor Plans of Units set forth in Part II of this Offering Plan and the Floor Plans which will be filed with the New York City Real Property Assessment Department required in order to create the Condominium. Mr. Nicholson has experience providing architectural services for over ten (10) years for various residential and commercial projects in New York State. Mr. Nicholson was the project architect for various projects including The Olivia, 305 West 33th Street, New York, New York a 35 story tower on West 34th Street in Manhattan with 333 residential units and commercial spaces; The Beatrice, 839 6th Avenue, New York, New York, a 54 story mixed use building, hotel, residential and retail.

Condominium Budget Expert.

Sponsor has engaged Rosen Law LLC, 1010 Northern Boulevard, Suite 322, Great Neck, New York 11021 as Sponsor's Budget Expert. The Budget Expert estimated all amounts of income and expenses in "Schedule B – First Year's Budget" in consultation with Sponsor. The Budget Expert has rendered a Certification as to the

adequacy of the First Year's Budget and a Certification as to the Adequacy of Common Charges which may be found in Part II of this Offering Plan.

Insurance.

The estimated insurance rates have been proposed by The Andover Companies through Double Eagle Agency Inc., 372 Willis Avenue, Mineola, New York 11501. The insurance estimate has been included in this Offering Plan in reliance upon the opinions of said broker and upon its authority as an expert. Sponsor has no knowledge that this estimate is not correct.

Title Company.

Ultimate Abstract of New York Inc., 51 Allen Boulevard, Farmingdale, New York 11735 has reviewed the Offering Plan and the Condominium Documents and has committed to insure that a valid Condominium will be created pursuant to the Condominium Act. The Title Company is prepared to issue fee and/or mortgage title insurance policies to those Purchasers who request them. Purchasers may select any title company that they choose to utilize for the Purchase of Condominium Units.

Relationships.

There are no relationship between the Sponsor or its principal and the Attorneys or any person or firm who will provide services to the Condominium subsequent to the First Closing, the Managing Agent, the Experts relied upon by Sponsor, Insurance Broker or Title Company. Neither Attorneys, Experts relied upon by Sponsor, Insurance Broker or Title Company has any financial interests in the Property, the Units, the Condominium, or this Offering, except for their fees for services rendered.

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BB. REPORTS TO THE UNIT OWNERS

It is the obligation of the Board of Managers of the Condominium to give all Unit Owners annually:

(1) A financial statement of the Condominium prepared by a certified public accountant or public accountant within five months after the end of each fiscal year of the Condominium. Such statement shall be certified while the Sponsor is in control of the Board of Managers;

(2) At least thirty days prior notice of the annual Unit Owners' meeting; and

(3) A copy of the proposed annual budget of the Condominium at least thirty days prior to the date set for adoption thereof by the Board of Managers.

While the Sponsor is in control of the Board of Managers such budget shall be certified in compliance with 20.4(d) of Part 20 of Title 13 NYCRR.

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CC. DOCUMENTS ON FILE

Pursuant to Section 352-e of the New York General Business Law, the Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan, on file and available for inspection without charge and copying at a reasonable charge at a specified location for six (6) years from the date of first closing. In addition, the Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of the closing of the first Unit.

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

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DD. GENERAL

Pending Litigation

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

Prior Offerings

To the Sponsor's knowledge, the property has not been the subject of any prior cooperative or Condominium offerings. There have been no preliminary binding agreements entered into and no money has been collected from prospective Purchasers. No contracts or agreements have been entered into by the Sponsor and no deposits or advances have been accepted as of the date this Offering Plan was accepted for filing with the Department of Law.

Sponsor has tested the market pursuant to Cooperative Policy Statement No. 1 under CP14-0045. No reservations or deposits for Condominium Units have been taken by the Sponsor for any condominium unit.

Non-Discrimination

The Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, marital status or other grounds prohibited by law.

Right of Rescission

A Purchaser shall have the right to rescind Purchase Agreements following a substantive or material revisions to the Offering Plan that adversely affects the Purchaser. If an amendment materially adversely affects the rights, obligations or liabilities of then existing Purchasers, or substantially and materially reduces the undertaking or obligations of the Sponsor, Purchasers shall have the right to rescind their Purchase Agreements by notice personally delivered or sent by certified mail to the Sponsor not less than fifteen (15) days after the date of service of the amendment, and the Sponsor shall refund any payments made by such Purchaser pursuant to his Purchase Agreement with interest earned thereon, if any, within thirty (30) days of receipt of such notice of rescission. However, such rescission, as to Purchasers who are then tenants of the Building, shall be conditioned on the cancellation of any interim or other lease and surrender of possession of their Unit.

No Circumstances Existing Which May Affect Use or Enjoyment of Property

There are no circumstances presently existing which may affect use or enjoyment of the property and appurtenances, such as reciprocal covenants or easements, impending adjacent high-rise construction, any usage restriction by statute, ordinance or zoning resolution such as specified occupancy percentage by certified artists, or historic district or landmark designation.

No Contracts Entered Into For Sale of Any Unit

No contracts or agreement have been entered into and no deposits or advances of funds have been accepted as of the date of this Offering Plan for any Condominium Unit.

All Units Are Vacant

All Units are vacant and not occupied by any tenants as of the date of this Offering Plan for any Condominium Unit.

This Plan As Fair Summary

This Plan contains a fair summary of the material provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents.

No person has been authorized to make any representation which is not contained herein. Information, data or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

The documents and reports contained in Part II of this Plan are an integral part of the Plan and should be considered carefully by prospective Purchasers. Merely reviewing the summaries of documents set forth in Part I of the Plan is no substitute for a careful review of the actual documents, some of which are set forth in Part II of the Plan and others of which are available for inspection by all prospective Purchasers at the office of the Sponsor. Therefore, prospective Purchasers and their attorneys and other, financial advisors should read the entire Plan, which consists of Part I and Part II, and should review all documents in connection with the Plan.

Window Guards, Carbon Dioxide Detectors and Smoke Detectors

Each Unit Owner must notify the Managing Agent, or the Board of Managers if there is no Managing Agent, when a child or children ages ten (10) years and under lives or resides, permanently or temporarily in the Condominium Unit. Each Unit Owner must install at the Unit Owner's sole cost and expense the required window guards in all windows of the Unit. The Unit Owner must maintain all window guards installed in the

Unit and shall not remove same until permitted by applicable law and in any event, without the written consent of the Managing Agent or the Board of Managers.

The Sponsor will install a smoke detector and a carbon monoxide detector in each residential Condominium Unit. The law requires the owners of the residential Condominium Units to maintain the carbon monoxide detectors.

Inconsistencies

In the event of any inconsistency between the provisions of this Plan and the provisions of the Purchase Agreement, the provisions of the Plan shall govern. In the event of any inconsistencies between the provisions of the Plan and the provisions of the Declaration and/or By-Laws, the provisions of the Plan shall govern until the Closing Date, following which, the provisions of the Declaration and By-Laws shall govern.

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EE. SPONSOR'S STATEMENT OF SPECIFICATIONS OF BUILDING CONDITION

Sponsor hereby adopts the Description of Property, Specifications and Building Condition set forth in Part II, Section "II" of the Plan. Sponsor has no knowledge of any material defects or need for major repairs to the property except as set forth in the Description of Property and Building Condition.

Date of Offering Plan: _____, 2014
New York, New York

210 PAC LLC
Sponsor

PART II

FF. PURCHASE AGREEMENT

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SCHEDULE A – Permitted Exceptions

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Inspection Statement / Punchlist

210 Pacific Condominium
210 Pacific Street, Brooklyn, New York

AGREEMENT, made as of _____, 201__, between Seller / Sponsor and Purchaser (defined below).

W I T N E S S E T H:

210 PAC LLC, a New York limited liability company with an address of 31 Union Square West, Suite 2D, New York, New York 10003, ("Seller" or "Sponsor") has promulgated a Plan of Condominium Ownership of 210 Pacific Condominium ("the Plan") pursuant to which the land with appurtenances and the Units ("the Units") being constructed thereon by Seller, located in the City of New York, Kings County, State of New York, will be declared to be a Condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, of which is hereby acknowledged, Sponsor and Purchaser and Rosen Law LLC as Escrow Agent, agree as follows:

The name of the Condominium is The 210 Pacific Condominium.

The name of the Sponsor is 210 PAC LLC, a New York limited liability company with an address of 31 Union Square West, Suite 2D, New York, New York 10003

The address of the Property is 210 Pacific Street, Brooklyn, New York.

Purchaser agrees to sell to Purchaser the Condominium Unit designated as:

UNIT NUMBER (the "Unit")	
With its undivided interest equal to	**%**

of interest in the Common Elements appurtenant to such Unit.

The Purchaser's name, residence address, if an individual, or business address, if an entity is:

Name ("Purchaser")	
Address:	
City, State, Zip Code	
Purchaser's Telephone Number	
Purchaser's Social Security Number	
Purchaser's Attorney:	
Firm:	
Address:	
City, State, Zip Code	
Attorney's Telephone Number	
Attorney's Fax Number	
Attorney's Email Address	

PURCHASE PRICE OF CONDOMINIUM UNIT	**$**
DOWNPAYMENT UPON EXECUTION OF PURCHASE AGREEMENT BY PURCHASER	**$**
BALANCE OF PURCHASE PRICE DUE AT CLOSING	**$**
MORTGAGE AMOUNT ("MORTGAGE AMOUNT")	**$**
The Selling Agent or Real Estate Broker is:	

The Closing of title shall occur at the offices of Sponsor's attorneys or at such other place as Sponsor shall designate and at a time and on a date ("Closing Date") designated by Sponsor which is not earlier than thirty (30) days after the Plan has been declared effective provided that on or before the Closing Date there shall have been accepted for filing an amendment disclosing the basis of the effectiveness of the Plan.

It is anticipated that the Closing Date will be on or about **Pursuant to Section 5.1 of this Purchase Agreement ("projected Closing Date")**, however, there is no guaranty or warranty by the Sponsor that the projected date will be the actual date of the Closing.

1 The Plan.

1.1 PURCHASER ACKNOWLEDGES HAVING RECEIVED AND READ A COPY OF THE OFFERING PLAN FOR 210 PACIFIC CONDOMINIUM AND ALL AMENDMENTS THERETO, IF ANY, FILED WITH THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK AT LEAST THREE (3) FULL BUSINESS DAYS PRIOR TO EXECUTING THIS AGREEMENT. If Purchaser has not received and read the Offering Plan and all amendments thereto at least three (3) full days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement, by sending written notice of such rescission to Sponsor by certified mail, return receipt requested, or by personal delivery, in either case within seven (7) days from the date Purchaser delivers an executed Purchase Agreement together with the required Deposit to the Selling Agent or Sponsor's Attorney.

The Offering Plan, including the Schedules, the Declaration, By-Laws and Exhibits and any filed amendments are hereinafter collectively referred to as the "Plan". In the event of any inconsistency between the provisions of this Plan and the provisions of the Purchase Agreement, the provisions of the Plan shall govern. Purchaser also acknowledges and agrees that the Plan may be amended from time to time by the Sponsor and any such amendment shall neither excuse Purchaser from performing any of its obligations hereunder nor entitle Purchaser to any abatement in the Purchase Price. Any such amendments (i) may be made without Purchaser's consent or approval, except as otherwise provided in "Changes in Prices or Units" and the other provisions of the Plan, and (ii) shall not entitle Purchaser to a right of rescission, except as set forth in the Plan. Purchaser acknowledges that Purchaser has had a full opportunity to examine all documents referred to in the Plan and investigate all statements made in the Plan. Terms not defined in this Agreement shall have the meanings given them in the Plan.

1.2 Purchaser has been given an opportunity to examine the architectural Plans for the above Unit and for the building in which it is located.

1.2.1 The Plan, which includes the Declaration of Condominium and By-Laws, is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. Purchaser should carefully read the Plan as it contains important provisions regarding rights and obligations under this Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern.

If Sponsor elects to procure financing or offer financing to the Purchaser as set forth above, then, in that event, Purchaser shall pay the fees that Purchaser would have paid to the Purchaser's lender who declined the loan, and Sponsor will pay all costs above said amount. Purchaser shall be liable for and pay all recording fees and taxes for the mortgage procured by Sponsor.

2. Definitions.

2.1 Terms used herein which are also used in the Plan shall have the same meanings herein as in the Plan unless the context otherwise requires.

3. Agreement to Purchase.

3.1 Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the above described Unit together with the above-stated Common Interest appurtenant thereto (collectively "Unit") for the Purchase Price stated above, upon and subject to the terms and conditions set forth in this Agreement.

4. Payment of the Purchase Price.

The Purchaser shall deliver herewith, to the Sponsor, Purchaser's check to the order of the "Rosen Law LLC Client Master Escrow Account" as escrow agent under the Plan for 210 Pacific Condominium, for the amount of the above-stated Down Payment, subject to collection. The balance of the Purchase Price shall be paid to Sponsor at Closing or as Sponsor directs payment.

Except for the Down Payment, which is to be paid as provided above, any payments to be made by Purchaser under this Agreement (including without limitation, the payment of the balance of the Purchase Price), whether to, on behalf of or at the request of Sponsor, shall be made by unendorsed certified check, or bank check, drawn in either case on a member bank of the New York Clearing House Association payable to the order of the Sponsor, subject to collection.

If any check for any payment to be made by Purchaser under this Agreement (including without limitation, the Down Payment) shall be dishonored for any reason whatsoever, it shall be deemed a material default by Purchaser hereunder and Sponsor may, in that event, cancel this Agreement and notwithstanding such cancellation, be entitled to recover the amount of such check in addition to any other sums Sponsor may be entitled to under this Agreement and, in such event, Purchaser shall reimburse Sponsor for the costs and expenses (including, but not limited to, reasonable attorneys' fees) of collection of any such check or other instrument).

At the request of Sponsor on Closing, Purchaser shall pay balance of the Purchase Price to such payees as Sponsor shall direct. At Sponsor's option, Purchaser may be required to pay part or all of the balance of the Purchase Price by electronic transfer.

5. Closing of Title

5.1 The Closing of title shall occur at the offices of Sponsor's attorneys or at such other place as Sponsor shall designate and at a time and on a date ("Closing Date") designated by Sponsor which is not earlier than thirty (30) days after the Plan has been declared effective provided that on or before the Closing Date there shall have been accepted for filing an amendment disclosing the basis of the effectiveness of the Plan. Sponsor shall give Purchaser notice of the scheduled Closing Date at least thirty (30) days in advance thereof. Sponsor shall have the right to adjourn the date of Closing of title from time to time by written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new date and time for Closing and shall give Purchaser not less than ten (10) days prior written notice of the new scheduled date and time for Closing. Closing of title shall occur only after or concurrently with compliance with the requisites to Closing set forth in the Plan. Notwithstanding the foregoing, if the date of this Purchase Agreement is after the Closing of the sale of the first Unit under the Plan, then the Closing Date shall be that date which is 45 days after the date of this Agreement and Sponsor shall not be required to give Purchaser notice of the Closing Date. Purchaser may waive the applicable notice period by execution of a waiver in the form set forth as Schedule "A-1" to the Purchase Agreement.

5.2 The term "Closing Date" or "Closing of title" or words of similar import, whenever used herein, shall mean the date designated by Sponsor on which the deed to the Unit is to be delivered to Purchaser or any adjourned date fixed by Sponsor pursuant to subsection 5.1 hereof.

5.3 Title to the Unit will close only after or concurrently with the occurrence of the events required under the Plan.

5.4 In the event the dwelling or its environs are not complete on the date set by the Sponsor for Closing of title, same shall not constitute an objection to Closing title, provided the Sponsor shall, by letter agreement to survive title Closing, agree to complete any open items within a reasonable time after Closing, weather and circumstances permitting.

5.5 At the Closing of title the Sponsor will deliver the usual certificates available and it is further agreed that title will not close without Purchaser's consent until either a temporary or Permanent Certificate of Occupancy has been issued covering the building in which the Unit is located. Prior to issuance of a final Certificate of Occupancy no structural changes shall be made to either the interior or exterior of Purchaser's Unit without prior written consent from the Sponsor. If any changes are made, by the Purchaser and final Certificate of Occupancy cannot be issued because of such changes, the Sponsor shall make such alterations to the structure to meet the building department requirements at full cost to the Purchaser, and the Purchaser shall further be liable to the Sponsor for any escrow monies held for the procurement of the final Certificate of Occupancy.

6. Delivery of Deed and Unit Power of Attorney to the Board.

6.1 At the Closing of title on the Closing Date, upon receipt by Sponsor of all payments and documents required hereunder, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying title to the Unit to Purchaser, substantially the form contained in Part II of the Plan, conveying the Unit to Purchaser as provided in the Plan, subject to the exceptions referred to on Schedule "A" annexed hereto, in the Declaration, By-Laws, the Plan and Exhibits thereto. The deed shall be executed and acknowledged by Sponsor, and shall be in form for recording.

6.2 Purchaser shall pay all New York State and New York City Real Property Transfer Taxes and the cost of recording all documents delivered or executed at the Closing.

6.3 Sponsor and Purchaser shall duly execute and swear to a New York State Transfer Tax Return and New York City Real Property Transfer Tax return and any form then required by law, all of which shall be prepared by Sponsor.

6.4 At the Closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, the Purchaser shall execute and acknowledge a Power of Attorney to the Board of Managers prepared by Sponsor and substantially in the form set forth in Part II, Section "GG" of the Plan, and Purchaser shall pay any net adjustments in favor of Sponsor, Purchaser's Closing costs and fees and any processing fees, as provided in the Plan, and pay to the Condominium the contributions to the Working Capital Fund required to be made by each Purchaser as provided in the Plan, together with all other payments to or deposits with the Condominium as may be provided in the Plan.

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

6.6 Anything to the contrary herein contained notwithstanding, it is specifically understood and agreed by the acceptance of the delivery of the deed at the time of Closing of title hereunder shall constitute full compliance by the Sponsor 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 provisions contained in the Offering Plan shall survive delivery of the deed.

7. State of Title

On the Closing Date, Sponsor shall convey to Purchaser good and marketable title in fee simple to the Unit, free and clear of all encumbrances other than the Permitted Encumbrances set forth in the Plan. Sponsor shall have no obligation to

cause Purchaser's title company, if any, to omit any exceptions to title. Any encumbrance to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or Prior to the Closing of title to the proper party or Purchaser's title insurance company together with the recording or filing fee or (b) Purchaser's title insurance company will insure Purchaser that it will not be collected out of the Unit if it is a lien, or it will not be enforced against the Unit if it is not a lien. Title Insurance will be available from First American Title Insurance Company through its agent, Ultimate Abstract of New York Inc., 51 Allen Boulevard, Farmingdale, New York 11735, although Purchasers are free to use any title insurance company that they choose.

8. Closing Adjustments

8.1 The following adjustments shall be made as midnight of the day preceding the Closing Date with respect to the Unit, except as provided in the Plan:

a. If the Unit is separately assessed as of the Closing Date, then, real estate taxes and assessments against the Unit (if any) on the basis of the period for which assessed;

b. If the Unit is not separately assessed as of the Closing Date, then adjustments for real estate taxes and assessments against the Unit shall be calculated based upon the product of the real estate taxes and assessments against the entire building on the basis of the period for which assessed multiplied by a fraction of which the numerator is the Common Interest appurtenant to the Unit and the denominator is 100% (Example, the common interest of the Unit is 15% = 15%/100%).

c. Common Charges for the month in which title closes;

d. Accrued rent and any other charges pursuant to the lease, if any, covering the Unit; and

e. The "Customs in Respect of Title Closings" recommended by the Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

f. Other Customary Adjustments, including water charges and sewer rents, if separately assessed, on the basis of the period for which assessed.

8.2 If the Closing of title occurs before the tax rate is fixed, adjustments of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title.

8.3 If Purchaser fails to close on the Closing Date for any reason, then (i) the Closing adjustments shall be made as of midnight of the day preceding the Closing Date

originally specified by the Sponsor (or the originally scheduled Closing Date specified in this Agreement, as the case may be) and (ii) Purchaser shall pay to Sponsor, as a late fee, an amount equal to 0.03% times the unpaid balance of the Purchase Price for such Owner's Unit for each days delay, beginning with the date originally scheduled for the Closing Date to and including the day immediately preceding the actual Closing Date. (The 0.03% rate as set forth above is an annualized rate of 10.95% per annum). The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor postpones the Closing Date except to the extent that thereafter the Purchaser postpones the Closing for any reason or is in default.

8.4 Any errors or omissions calculating apportionments at Closing shall be corrected and, any payment shall be made to the proper party promptly after discovery. This provision shall survive Closing of title.

9. Closing Costs.

9.1 Purchaser will pay the Closing costs and expenses referred to in the Section of the Plan (as same may be amended to date) entitled "Closing Costs and Adjustments".

9.2 To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to the Sponsor at the Closing for such Unit the amount of any such credit.

9.3 Purchaser will pay legal fees of Purchaser's counsel, if any.

9.4 Purchaser will pay any net adjustments in favor of Sponsor, if any.

9.5 Purchaser shall be required to pay Inspection fees to any Inspector hired by Purchaser, if any;

9.6 Purchaser shall be required to pay to the Seller survey and surveying services fee of $500.00;

9.7 Purchaser shall be required to pay appraisal fees, if any, required by Purchaser or Purchaser's lender;

9.8 Purchaser shall be required to pay the actual costs for title examination and policy insuring the Lender's and/or owners interest;

9.9 Purchaser shall be required to pay to the any lender's attorneys' fees for preparation of all loan documents;

9.10 Purchaser shall be required to pay to its mortgage lender all commitment fees, points, origination fees and other fees and charges (howsoever characterized) imposed

or exacted by the Lender or incurred by Sponsor or Purchaser in connection with Purchaser's mortgage loan, if any;

9.11 Purchaser shall be required to pay to the title company or to the appropriate governmental authority, mortgage recording taxes, if any;

9.12 Purchaser shall be required to pay to the to the title company or to the appropriate governmental authority, governmental charges which may be assessed on account of the mortgage loan;

9.13 Purchaser shall be required to pay to the title company or to the appropriate governmental authority, the New York State Real Estate Transfer Tax and New York City Real Property Transfer Tax on the conveyance; Purchaser's responsibility to pay real property transfer taxes shall include any increases or additions to such taxes which are due by reason of the fact that Purchaser is paying such taxes instead of Sponsor. Sponsor and Purchaser shall duly execute and swear to any transfer tax return and any other form then required by law, all of which shall be prepared by Sponsor;

9.14 Purchaser shall be required to pay to the title company or to the appropriate governmental authority, real estate and real property transfer tax and mansion tax, if any, on the deed; Purchaser's responsibility to pay real property transfer taxes shall include any increases or additions to such taxes which are due by reason of the fact that Purchaser is paying such taxes instead of Sponsor. Sponsor and Purchaser shall duly execute and swear to any transfer tax return and any other form then required by law, all of which shall be prepared by Sponsor;

9.15 Purchaser shall be required to pay all recording and filing charges payable to any public official;

9.16 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 shall Inure to the benefit of the Sponsor. Accordingly, at Closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At the Closing of title, Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed;

9.17 Purchaser shall be required to pay to the Sponsor an initial non-reimbursable Working Capital contribution in the sum equal to two months' Common Charges then in effect for the Unit pursuant to the budget in accordance with Schedule A hereto, as the same may be amended from time to time;

9.18 Purchaser shall be required to pay to the title company or to the appropriate governmental authority, the required fees for recordation or filing of the Unit Power of Attorney in favor of the Board of Managers to be executed by Purchaser at Closing;

9.19 Purchaser shall be required to pay to the Sponsor first month's Common Charges to the Condominium;

9.20 Purchaser shall be required to pay to the Sponsor or Sponsor's attorneys a fee in the sum of $2,000.00[2] for each Unit purchased which will cover the document preparation fees and other fees and expenses of processing the sale of the Unit, at the same time as the balance of the purchase price for the Unit is due and payable hereunder;

9.21 Purchaser shall be required to pay to the Sponsor an additional attendance travel fee if the Closing does at the offices of Sponsor's attorney as stated in the Offering Plan;

9.22 Purchaser may adjourn the Closing Date which is set forth in the Purchase Agreement one time for an adjourned period of up to 15 days. If the Purchaser adjourns the Closing as permitted herein, then the adjourned date is made "time of the essence". Purchasers shall pay to Sponsor's counsel the sum of $500.00 if Purchaser does not close title to his or her Unit on the date stated in the Notice of Closing or if the Purchaser's lender requires the Closing to be at a place other than that indicated in the Notice of Closing.

9.23 Purchaser shall be required to pay to the Sponsor or Sponsor's attorneys a fee in the sum of $150.00 for the preparation of ACRIS documents required for the recording of the deed;

10 Federal Form 1099.

10.1 The party required by law to file an Internal Revenue Service Form 1099 with respect to the sale of the Unit pursuant to the Internal Revenue Code shall do so.

11 Payment; Moneys to be held in Trust

11.1. Rosen Law LLC, with an address at 1010 Northern Boulevard, Suite 322, Great Neck, New York 11021, telephone number 516-437-3400, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Gary Rosen, Esq. or Jared Rosen, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

11.2 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase

[2] See Section P(I)(E) of the Offering Plan for possible other charges.

Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

11.3 Escrow Agent will establish the escrow account at JPMorgan Chase Bank, 410 Northern Boulevard, Great Neck, New York 11021, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Rosen Law LLC Client Master Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

11.4 All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Law LLC, as attorneys, as Escrow Agent.

11.5 The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at Closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

11.6 Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

11.7 The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

11.8 All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the

Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

11.9 Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-Closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

11.10. The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to the terms and conditions set forth in the Purchase Agreement in Paragraph ___ upon Closing of title to the Unit; or

(b) in a subsequent writing signed by both Sponsor and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit 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. In the event that the Plan is abandoned, unit upgrade funds will be returned to the Purchaser.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

11.11 Any provision of the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

11.12 Escrow Agent shall maintain the Escrow Account under its direct supervision and control

11.13 A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

11.14 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

11.15 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

11.16 Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

11.17 Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11.18 Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

11.19 As an alternative to depositing Down Payments in an escrow account as set forth above, Sponsor may post a bond or indemnity contract with a licensed surety company,

in accordance with regulations adopted by the Attorney General, insuring return of such monies, a copy of which bond or contract shall be delivered to the Purchaser.

11.20 Down Payments will be retained in escrow or bonded as set forth above until: (i) Sponsor performs under the terms of the Purchase Agreement or (ii) Purchaser rescinds (due to inability to obtain financing or otherwise) or defaults in performance, thereby excusing performance by Sponsor, or (iii) release or discharge of Sponsor's liability to refund such Down Payment , or (iv) upon transfer of title to the Unit to the Purchaser, or by mutual consent of Sponsor and Purchaser.

11.21 The required Down Payment pursuant to this Agreement will be 10% of the Purchase Price for the Unit set forth in the Plan, as amended, which Down Payment shall be increased by special work or materials, if any, offered by Sponsor and ordered by Purchaser as itemized in Addendum No. 1 of this Agreement. If there is no special work or materials to be included, then no Addendum No. 1 will be attached hereto.

12. Binding Effect of Declaration, By-Laws and Rules and Regulations

12.1 Purchaser hereby accepts and approves the Plan including the Declaration, By-Laws and Rules and Regulations contained therein and agrees to abide by and be bound by the terms and conditions thereof.

13. Agreement Subject to Mortgage.

13.1 Purchaser agrees that all terms 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 or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule or 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 Unit will be delivered by Sponsor free of any mortgage liens.

14. Mortgage Contingency. (Delete if inapplicable)

14.1 The obligations of Purchaser under this Purchase Agreement is not subject to a mortgage.

15. Default by Purchaser

The time for the payment of the balance of the Purchase Price and the performance of Purchaser's obligations under this Agreement may be made TIME OF THE ESSENCE by the Sponsor in accordance with the terms of the Offering Plan.

The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to pay any Additional Deposit on the date set forth in this Agreement if required, Purchaser's failure to pay the Balance of the Purchase Price, or any Closing adjustment or Closing cost required to be paid by Purchaser as set forth in the Plan or in this Agreement, or the dishonor of any check given by Purchaser to Sponsor; or

(ii) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations under this Agreement or the Offering Plan;

(iii) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(iv) If a non-bankruptcy trustee or receiver is appointed over the Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(v) If a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the judgment or lien; or

(vi) Purchaser's assignment of this Agreement without the prior written consent of Sponsor; or

(vii) An Event of Default by Purchaser beyond any applicable grace period under a Purchase Agreement between Purchaser and Sponsor for another Unit at the Property.

Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to (i) cancel this Agreement or (ii) seek specific performance of this Agreement. If Sponsor elects to cancel this Agreement, Purchaser shall have thirty (30) days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such thirty (30) days, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the entire Deposit and any interest earned on the Deposit, if any. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance, then Purchaser shall have

thirty (30) days from the giving of notice of Sponsor's election to close on the Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, reasonable legal fees and costs of collection).

Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared.

In the event Purchaser fails to close title on the designated date and Purchaser seeks a 15 day adjournment which shall be time of the essence, then (a) Purchaser shall Pay Sponsor interest at the rate of 10.95% per annum on the entire amount of the purchase price computed from the original Closing Date until this transaction is actually closed, (b) all apportionments between Sponsor and Purchaser shall be made as of the original Closing Date and (c) Purchaser shall reimburse Sponsor for any additional costs incurred by Sponsor as a result of Purchaser's delay, including Purchaser will be required to pay a $250.00 adjournment fee.

16. Agreement Subject to Plan Being Effective

16.1 The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan.

16.2 The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan.

16.3 Provided Purchaser is not then in default under this Agreement beyond any applicable grace period, if title to the Unit does not close within the time set forth in this Purchase Agreement for any reason other than Purchaser's default, this Agreement shall be deemed canceled and, not later than thirty (30) days thereafter, Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, and upon making such payment, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

17 Sponsor's Inability to Convey the Unit

17.1 The parties hereby agree that the Sponsor may cancel this Agreement by forwarding its check in the full amount paid by the Purchaser, together with a notice in writing, addressed to the Purchaser at their address hereinabove set forth in the event of the occurrence of any of the following: (a) that any governmental bureau, department of subdivision thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials from its regular suppliers or from using same in the construction and/or completion of the Unit; or (b) that the Sponsor is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements or

national emergencies, or the installation of public utilities is restricted or curtailed; (c) that economic conditions are such that the Sponsor cannot obtain labor and or materials in quantities and/or at prices presently contemplated; (d) any occurrence, delay, accident, or act of God which limits Sponsor's ability to promptly perform under the terms of this Purchase Agreement; or (e) that the installation of utilities is delayed, restricted or curtailed; (f) that should any zoning or building restrictions and regulations, imposed by any governmental body having jurisdiction over the construction of the residential housing and appurtenances conveyed hereunder, either presently in effect, or as enacted or promulgated in the future, create or impose requirements upon the Sponsor which are not presently contemplated, this Purchase Agreement may be canceled with notice as hereinabove provided.

18 Fixtures, Appliances and Personal Property.

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

19 Acceptance of Condition of Unit; Changes in Materials; Selection of Colors; Exterior.

19.1 Purchaser shall accept title (without abatement in or credit against the purchase price or provision for escrow) notwithstanding that construction of (i) minor details of the Unit or the Building in which it is located or (ii) other Units or (iii) the landscaped areas or (iv) other portions of the Common Elements have not been completed. Purchaser will examine such their Unit with a representative of the Sponsor during normal business hours prior to the Closing Date and will sign and deliver to Sponsor on or before the Closing Date an inspection statement acknowledging the condition in which Purchaser has received the Unit.

19.2 The Sponsor reserves the right to (i) make changes or substitutions of materials or construction for items as set forth in the Plan, models or Building Plans, provided any such changes are of substantially equal value and quality, (ii) determine the exterior color and design, location of building, grading and design of all plots and dwellings to fit into the general pattern of the Community and to comply with requirements of law, (iii) determine elevation and location of foundations, walks, entrances, stoops and patios to conform with topographical conditions. The Sponsor agrees to notify Purchaser of any material changes, specifications, deviations, additions or deletions which may materially adversely affect Purchaser and as otherwise required by the Plan. If said major change affect Common Areas or Limited Common Areas, if any, it will be disclosed by a duly filed amendment to the Plan.

19.3 It is further agreed that wherever the Purchaser has the right to make a selection of construction changes, optional extras, colors, fixtures and/or materials, he shall do so within five (5) days after demand therefore. The selections are to be made at Sponsor's sales and display offices or as otherwise directed by Sponsor. In the event the

Purchaser fails to make such selection within such period, the Sponsor 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 made by ordinary mail addressed to the Purchaser at the address herein set forth.

19.4 Any extras by Purchaser shall be paid for in full at the time of the order. If for any reason the Sponsor fails to install said extras in accordance with the work order, the limit of the Sponsor's liability is a refund of the amount of the charge. Purchaser shall not be entitled to a refund of amounts paid on account of extras or changes for any reason whatsoever, including the failure of the lending institution to approve their Purchase Money Mortgage. Construction must proceed by a scheduled Plan. Any items not paid for cannot be installed and construction will not be delayed for ordered items not paid for in advance. Selection of any extras also cannot hold up the Progression of any job. If delays are deemed unreasonable by Sponsor, Sponsor has the right to complete the job according to standard specifications, and will return to Purchaser any sums of money paid to him for extras not actually installed.

20 Damages to the Unit.

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

20.2 It is agreed that prior to the first closing the entire building will be insured by the Sponsor, and after the first closing the entire building will be insured by the condominium. A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. A person who takes possession prior to closing assumes the risk of losses not covered by insurance. In the event of damage or destruction of the Unit due to fire or other casualty prior to the Closing of title and the election by Sponsor to repair or restore the Unit, this Agreement shall continue in full force or effect. Purchaser shall not have the right to reject title or receive credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the Closing of title.

20.3 In the event of damage to or destruction of the Unit by fire or other casualty prior to the Closing of title, and if Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed canceled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, and neither party shall have any further rights, obligations or

liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder, together with interest earned thereon, as and for liquidated damages.

21 Sponsor's Right to Enter

21.1 The Purchaser does hereby authorize and grant to the Sponsor the irrevocable right to enter into, upon and over and under the Unit as provided in the Plan, for such purposes as may be reasonably necessary for the Sponsor or his agents to complete the project of which this Unit is a part. Any damages incurred shall be repaired at the cost of the Sponsor. Purchaser agrees to do nothing that will prevent the Sponsor from obtaining a Certificate of Occupancy for these premises. This provision shall survive delivery of the deed.

22 Restriction on Purchaser's Right to Enter

22.1 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 Sponsor shall have the right to remove him 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 Sponsor and, upon such election, the amount paid hereunder shall belong to the Sponsor as liquidated damages and the Purchase Agreement shall be deemed canceled. It is further understood and agreed that the Sponsor will not be responsible for damage or loss to any property belonging to the Purchaser, whether same is delivered to the property on or after the Closing of title herein.

22.2 Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Unit within the seven (7) calendar day period prior to the Closing Date. Purchaser or Purchaser's duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule A-5 to this Agreement) and deliver same to the Sponsor's representative at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the three (3) day period prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the balance of the Purchase Price when due and shall constitute Purchaser's full acceptance of the Unit "as is". However, nothing herein shall relieve Sponsor of its obligations as set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor".

22.3 Any work set forth on the Inspection Statement may be completed by Sponsor in a reasonable period of time following the Closing and shall not be grounds for delaying

the Closing. Purchaser will be required to provide Sponsor with reasonable access to the Unit subsequent to the Closing in order to complete punch list work. Sponsor has no obligation under the Plan to deposit any monies in escrow at Closing as a result of any punch list items.

23 No Representations

23.1 Except as specifically set forth herein or in the Plan, Purchaser acknowledges that he has not relied upon any architect's Plan, sales Plans, selling brochures, advertisements, representations, warranties or statements of any nature, whether made by Sponsor, Sponsor's Counsel or Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit, the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the building services, the estimated Common Charges and expenses allocable to the Unit or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Purchaser. Purchaser agrees that Sponsor shall have no liability or responsibility to Purchaser if the layout or dimensions of the Unit or any part thereof or of the Common Elements as shown on the floor Plans or on the architectural Plans and specifications for the Building or site Plan are not accurate or correct provided such layout or dimensions conform substantially to the floor Plans and the architectural Plans and specifications for the Building and the site as modified or supplemented in accordance with the Plan. The provisions of this Article shall survive the Closing of title.

24 Warranty.

Because the condominium building is more than five (5) stories, Article 36-b of the General Business Law, which pertains to warranties on the sale of certain new homes does not apply. General Business Law §777, the Housing Merchant Implied Warranty Law is applicable to Condominium Units in building which are five stories and less. Sponsor will not furnish a Warranty.

25 Broker.

25.1 Purchaser represents to Sponsor that the real estate broker named above is the only broker or sales agent with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by said broker pursuant to separate agreement. Purchaser agrees that should any claim be made against Sponsor for Commissions by any broker, other than the broker named above, on account of any acts of Purchaser or Purchaser's representative, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this article shall survive the Closing of title.

26 Agreement May Not Be Assigned, Unit Is Restricted From Resale .

26.1 Purchaser shall have no right to assign this agreement without the prior consent in writing of Sponsor. Any purported assignment of this Agreement in violation hereof shall be voidable at the option of Sponsor.

27. Binding Effect

27.1 Within thirty (30) days after delivery by Purchaser to Sponsor or to Sponsor's agent of this Agreement as executed by Purchaser, Sponsor will either (a) accept this Agreement and cause it to be returned to Purchaser a fully executed counterpart thereof, or (b) reject this Agreement and refund the Down Payment tendered by Purchaser. THE SUBMISSION OF THIS AGREEMENT SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER TO SELL, OR AN OPTION TO PURCHASE, AND THIS AGREEMENT SHALL NOT BE BINDING UPON SPONSOR UNLESS AND UNTIL IT IS EXECUTED AND DELIVERED BY BOTH PURCHASER AND SPONSOR AND, IN SUCH EVENT, SUBJECT TO ALL OF THE TERMS AND CONDITIONS HEREOF.

28. Notices.

Any notice to be given hereunder shall be in writing and sent by registered or certified mail postage prepaid or delivered in person or overnight mail via United States Postal Service, United Parcel Service, FedEx, or Airborne Express, with receipt acknowledged, to Purchaser at the address given above and to Sponsor at 31 Union Square West, Suite 2D, New York, New York 10003 (with copy to Rosen Law LLC, 1010 Northern Boulevard, Suite 322, Great Neck, New York 11021) or such other address as either party may hereafter designate to the other in writing. Each notice mailed as provided above shall be deemed given on the third business day following the date of mailing and each notice delivered in person or by overnight mail shall be deemed given when delivered.

29. Joint Purchasers.

29.1 If two or more persons are named as Purchaser herein, any one of them is hereby made agent for the others in all matters of any kind or nature relating to this Purchase Agreement and their respective obligations shall be joint and several.

30. Liability of Sponsor.

30.1 Sponsor shall not have any liability to any Purchaser with respect to any of Sponsor's obligations under this Agreement or the Plan or otherwise in excess of the net proceeds paid to Sponsor from the sale of all Unsold Units after payment of, or reasonable reserve for, any liabilities of Sponsor arising out of the consummation of the transactions contemplated in the Plan, except as specifically set forth in the Plan provided that such limitation shall not apply to any violation of Article 23-A of the General Business Law.

30.2 The Purchaser understands and agrees that it may not under any circumstances file a notice of pendency or "lis pendens" on the Condominium Unit which is the basis of this Purchase Agreement and may not file a notice of pendency or "lis pendens" on any portion of the subject Condominium. Purchaser's sole remedy against the Sponsor shall be to commence an action in any Court having jurisdiction over the Sponsor.

31. Further Assurances.

31.1 Each party shall, at any time and from time to time, execute, acknowledge and deliver to the other party such instruments and documents, and take such other actions, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. This Paragraph shall survive Closing.

32. Severability.

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

33. Strict Compliance.

33.1 Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be Performed by Purchaser.

34. Governing Law.

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

35. Waiver of Jury

35.1 Except as prohibited by law, the parties shall and they hereby do expressly waive trial by jury in any litigation, action, proceeding or counterclaim arising out of, or connected with, or relating to this Agreement or the relationship created hereby or in the Offering Plan. With respect to any matter for which a jury trial cannot be waived, the

parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

36. Entire Agreement

36.1 This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof. Purchaser acknowledges and agrees that the Plan may be amended from time to time as provided for in the Plan and that this Agreement may be amended by Sponsor to conform to the provisions of any such amendment by delivering a notice thereof (which notice may consist of a copy of any such amendment), subject however to any rights which Purchaser may have as provided for in the Plan. This Agreement and the Plan cannot be changed or terminated orally. Any changes or additional provisions must be set forth in writing only.

37. Gender, etc

37.1 Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender whenever the context of this Purchase Agreement requires.

38. Captions and Certain References.

38.1 The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any Provision hereof. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

39. Amendment of Purchase Agreement.

39.1 Neither this Agreement nor any provision hereof may be waived, amended, altered, modified or discharged except by agreement in writing by the party sought to be charged therewith.

40. Successors and Assigns.

40.1 The provisions of this Agreement shall bind Purchaser, his or her heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

41. Attorneys.

41.1 The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided in this Purchase Agreement. The attorneys representing the Sponsor or any Lender represent such parties only and not the Purchaser. The Purchaser may retain independent counsel at Purchaser's own expense in order to protect Purchaser's own interest.

42. Reporting.

42.1 Sponsor and Purchaser shall comply with Internal Revenue Code reporting requirements, if applicable. This Paragraph shall survive Closing.

43. No Third Party Beneficiaries.

43.1 This Purchase Agreement is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

44. New York State Real Property Transfer Gains Tax and New York City Real Property Transfer Tax.

44.1 Purchaser agrees to cooperate fully with Sponsor and to complete, sign and deliver to Sponsor all forms and other documents to facilitate a pre-Closing audit or other procedure required pursuant to Article 31-B of the New York State Tax Law and any other laws, rules and regulations, if required by law. Purchaser agrees to execute any forms required to effectuate the transfer of the subject Condominium Unit and to execute any other form required by the State of New York or Sponsor in connection with said taxes. Failure by Purchaser to comply with this Paragraph shall be deemed a default under this Agreement.

45. Acceptance by Sponsor.

45.1 Within thirty (30) days after delivery by Purchaser to Sponsor or to Sponsor's agent of this Agreement as executed by Purchaser, Sponsor will either (a) accept this Agreement and cause it to be returned to Purchaser a fully executed counterpart thereof, or (b) reject this Agreement and refund the Down Payment tendered by Purchaser. THE SUBMISSION OF THIS AGREEMENT SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER TO SELL, OR AN OPTION TO PURCHASE, AND THIS AGREEMENT SHALL NOT BE BINDING UPON SPONSOR UNLESS AND UNTIL IT IS EXECUTED AND DELIVERED BY BOTH PURCHASER AND SPONSOR AND, IN SUCH EVENT, SUBJECT TO ALL OF THE TERMS AND CONDITIONS HEREOF.

46. No Recordation.

46.1 This Agreement shall not be recorded by Purchaser without the express written consent of Sponsor. Any purported recordation thereof by Purchaser shall be void and shall constitute a material default by Purchaser hereunder.

47. Foreign Investment in Real Property Tax Act .

47.1 Pursuant to the Foreign Investment in Real Property Tax Act ("FIRPTA"), upon disposition of a United States real property interest by a foreign person on or after January 1, 1985, the Purchaser of such real property interest must deduct and withhold a tax equal to ten percent (10%) of the purchase price unless the Sponsor furnishes a certificate that it is not a foreign entity or individual. Sponsor will furnish to Purchaser a non-foreign certification at Closing, thereby complying with FIRPTA and relieving Purchaser from any withholding obligations. .

48. Rules of Construction.

48.1 There shall be no presumption against the draftsman of this Agreement or the Offering Plan.

49. Confidentiality.

49.1 Purchaser hereby acknowledges and agrees to keep all of the terms and conditions of this Agreement confidential. Purchaser agrees that any information which is required to be disclosed to the parties respective lawyers, architect/engineers, accountants, lenders, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Purchaser of the parties undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser entitling Sponsor to the default remedies set forth in this Agreement.

50. Waiver of Diplomatic or Sovereign Immunity.

50.1 The provisions of this Article shall survive the Closing of title or the termination of this Agreement for the purpose of any suit, action or proceeding arising directly or indirectly, out of or relating to this Agreement.

50.2 If Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to diplomatic or sovereign immunity, Purchaser hereby designates a duly authorized and lawful agent to receive process for an on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents.

50.3 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. Section 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

51. Purchaser to complete Form W-9 or Form W-8BEN.

51.1 The Purchaser shall complete an Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (Exhibit "A-4") or IRS Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding)and return to Sponsor together with the Purchase Agreement.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PURCHASER(S):

_____

Social Security # _____

PURCHASER(S):

_____

Social Security # _____

SPONSOR:
210 PAC LLC

By: _____

Name:
Title: Authorized Signatory

Rosen Law LLC
Escrow Agent

By: _____
Name:
Title: Member

SCHEDULE A – PERMITTED EXCEPTIONS

1. Zoning and other regulations, resolution and ordinances and any amendments thereto now or hereafter adopted provided they are not violated by the existing building and improvements erected on the property or the use thereof.

2. Any state of facts which a survey or personal inspection of the property or the Unit would show, provided such facts would not prevent the use of the Unit for dwelling purposes or render title unmarketable.

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

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

5. Any easement or right of use in favor of any utility company for construction, use or maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the property and any covenant, restriction and agreement of record; provided same are not violated by the present structure and the use of the Unit for dwelling purposes.

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

7. Any Easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of the Building.

8. Encroachments of the structure or structures now on the Premises and of structures in the neighboring premises encroaching on the subject Premises and upon any street or highway, or adjoining premises, if any, including but not limited to areas, shrubs, retaining walls, windows, cellar steps and/or doors, stoops, ornamental projections, trim and cornices, fences, fire escapes, if any, upon streets or highways and/or record property lines; and any variation between record property lines, and fences and/or walls and the record map.

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

10. The lien of any unpaid common charge, real estate tax, water charges, sewer rent or vault charge provided the same are adjusted at the Closing of title and/or are not yet due and payable.

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

12. Any Declaration or other instrument affecting the Property which the Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

13. Any encumbrance as to which the Title Company (or such other New York Board of Title Underwriters member title insurance company which insures the Purchaser's title to the Unit) would be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.

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

15. Any proposed, adopted or actual widening of any street, abutting or adjacent to the property provided same do not affect the existing structure or the use thereof as a residential dwelling.

16. Any violations against the Property (other than the Unit) that are the obligation of the Condominium Board or another Unit Owner to correct.

17. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company who is a member of New York Board of Title Underwriters.

18. Any Certificate of Occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

19. Survey of the Premises.

20. Declaration of Zoning Lot Restriction, if any, that have been filed with regard to the subject property.

Exhibit "A-1"
Waiver of Notice of Closing

[ ], being duly sworn, does hereby depose and state:

1) I am the Purchaser of Unit [ ] at 210 Pacific Street, Brooklyn, County of Kings, New York, a Unit at 210 Pacific Condominium.

2) Pursuant to a Purchase Agreement dated [ ], 2014, I am entitled to thirty (30) days written notice of the Closing for my Unit.

3) I hereby waive the applicable notice provision contained in the Purchase Agreement and agree to close on [ ] [ ], 2014.

_____
Purchaser

_____
Purchaser

_____
Purchaser

Sworn to before me this
_____ ___, 201__

_____
Notary Public

Exhibit "A-2"
Tender of Escrow Deposit

Rosen Law LLC,
1010 Northern Boulevard, Suite 322,
Great Neck, New York 11021
516-437-3400

Dated: _____

To: [Purchasers Attorney]
_____
_____

RE: Your Client: _____
Our Client: 210 PAC LLC

Premises: Unit _____
210 Pacific Condominium
210 Pacific Street
Brooklyn, New York

Dear Sir or Madam:

Enclosed herewith please find two (2) fully executed Purchase Agreements for the above captioned premises.

Kindly furnish us with a title report as soon as possible.

The Down Payment in the sum of $_____ has been deposited in JPMorgan Chase Bank, 410 Northern Boulevard, Great Neck, New York 11021 in account no. _____.

The funds are being deposited in an interest bearing escrow account and the current interest paid to Purchaser is _____ % per annum. The interest rate may change based on market conditions.

Thank you very much,

Very truly yours,

Rosen Law LLC

Exhibit "A-3"
Form for the Release of Escrow Funds

Dated: _____, 200__

Rosen Law LLC,
1010 Northern Boulevard, Suite 322,
Great Neck, New York 11021

RE: 210 Pacific Condominium
Unit # _____
210 Pacific Street
Brooklyn, New York

Gentlemen:

You have been holding in a trust account my/our Down Payment for the above reference Condominium Unit in the amount of $_____. I/we acknowledge that a Closing has occurred on this date. Accordingly, Rosen Law LLC, is authorized to release the funds being held in said amount to whomever the Sponsor so designates. In addition, Rosen Law LLC, as escrow agent on said account, is hereby released from any liability or further obligation to me/us with respect to said Down Payment.

Very truly yours,

_____
Purchaser

_____
Purchaser

_____
for Sponsor

Exhibit "A-4"

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Form **W-8BEN**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for: **Instead, use Form:**

- A U.S. citizen or other U.S. person, including a resident alien individual W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

- A person acting as an intermediary W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of .....within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article .....of the treaty identified on line 9a above to claim a .....% rate of withholding on (specify type of income): ..... .

Explain the reasons the beneficial owner meets the terms of the treaty article: .....

.....

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,

2 The beneficial owner is not a U.S. person,

3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and

4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ ..... Signature of beneficial owner (or individual authorized to sign for beneficial owner) ..... Date (MM-DD-YYYY) ..... Capacity in which acting

Exhibit "A-5"

INSPECTION STATEMENT / PUNCHLIST

Dated: _____

TO: 210 PAC LLC
31 Union Square West, Suite 2D,
New York, New York 10003

RE: 210 Pacific Condominium

I/We am/are the Purchaser(s) of Unit ____ located at 210 Pacific Condominium ("my/our Unit").

I/We have inspected my/our Unit and have found the Unit to be in good condition except as otherwise noted below:

_____
Sponsor's Representative

_____
Purchaser

_____
Purchaser

UNIT POWER OF ATTORNEY

GG. UNIT POWER OF ATTORNEY

Unit Power of Attorney

All Terms used in this Unit Power of Attorney which are used in the (a) the Declaration (the "Declaration") establishing a Plan for Condominium ownership of the premises known as 210 Pacific Condominium and by the street number 210 Pacific Street, Brooklyn, New York under Article 9-B of the Real Property Law of the State of New York, dated and recorded in the office of the Register of the City of New York on _____, 201__ under CFRN # _____ or (b) in the By-Laws of 210 Pacific Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in the Power of Attorney as in the Declaration or the By-Laws.

The undersigned having a residence at 210 Pacific Street, Brooklyn, New York, the owner(s) of the Unit (the "Unit") known as Unit No._____ at address 210 Pacific Street, Brooklyn, New York in 210 Pacific Condominium and also designated as Tax Lot _____ in Block 279 of the Borough of Kings on the Tax Map of the Real Property Assessment Department of the City of New York and on the floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 210 Pacific Condominium, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Owners respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect:

(1)(a) Following due authorization by the Unit Owners, to acquire or lease any Unit, together with its Appurtenant Interests

(1)(b) Whose Owner elects to surrender the same pursuant to Article "VII", Section "1" of the By-Laws,

(1)(c) To acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Board of its designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote, the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present;

(2) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to

Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate; and

(3) to execute, acknowledge and deliver (a) any Declaration or other instrument affecting the Condominium which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Residential Section or (b) any consent, covenant, restriction, easement or Declaration, or any amendment thereto, affecting the Residential Section or the Common Elements which the Board deems necessary or appropriate.

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

The undersigned do(es) hereby irrevocably nominate, constitute and appoint 210 PAC LLC ("Sponsor") as attorney-in-fact from the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its Designee in accordance with the Declaration or (2) shall be required by (a) an institutional lender procured by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, 201__.

_____

_____

State of New York) ss.:
County of _____)

On the ____ day of _____ in the year 201__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

State of New York) ss.:
County of _____)

On the ____ day of _____ in the year 201__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Unit Power of Attorney

210 Pacific Condominium
210 Pacific Street,
Brooklyn, New York

Title No. _____

Section _____

Block 279

Lot_____

Record and Return To:

Rosen Law LLC,
1010 Northern Boulevard, Suite 322,
Great Neck, New York 11021

UNIT DEED

HH. FORM OF UNIT DEED

Unit Deed

THIS INDENTURE, made this____ day of _____, 201__ between 210 PAC LLC, a New York limited liability company, having an office at 31 Union Square West, Suite 2D, New York, New York 10003 (the "Grantor"), and _____(the "Grantee(s)"), having an address at _____.

WITNESSETH:

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit known as **Unit No.** _____ (hereinafter called "the Unit") in the building known as 210 Pacific Condominium, and by the street number 210 Pacific Street, Borough of Brooklyn, County of Kings, City and State of New York designated and described by the above Unit No. in a certain Declaration dated _____, 201__, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") establishing a Plan for Condominium ownership of the Building and the land ("Land") upon which the Building situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the Register of The City of New York ("Register's Office") on _____, 201__ under CRFN # _____ ("Declaration"). The Unit is also designated as Tax Lot _____ in Block 279 of the Borough of Brooklyn, County of Kings, on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building certified by David Nicholson, R.A. as Condominium Plan No. _____ and also filed in the Register's Office.

TOGETHER with an undivided _____ % interest in the Common Elements of the Property (hereinafter called the ("Common Elements"), as defined in the Declaration.

The property is described as follows:

SEE SCHEDULE "A"

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

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having any title, interest or estate in the Unit as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters of record as pertain to the Unit and/or to the Building (which Land and Building are collectively referred to as the "Property")

All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of 210 Pacific Condominium (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws");

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

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 New York Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the New York 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 New York Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Board of Managers as provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatsoever, except as aforesaid.

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

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

This conveyance is made in the regular course of business actually conducted by the Grantor.

All capitalized terms used herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or the By-Laws of the Condominium.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

210 PAC LLC
a New York limited liability company

By:_____
TITLE: Member
(Grantor)

_____ _____
(Grantee) (Date)

_____ _____
(Grantee) (Date)

Uniform Acknowledgment

State of New York) ss.:
County of _____)

On the ____ day of _____ in the year 201__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

State of New York) ss.:
County of _____)

On the ____ day of _____ in the year 201__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A
Condominium Unit Description

All that certain plot, piece or parcel of real property, situate and being a part of a Condominium in Kings County, State of New York, known and designated as Unit No. _____, together with an undivided _____% interest in the common elements defined in the Declaration of Condominium entitled 210 Pacific Condominium, establishing a plan for Condominium ownership of the land and buildings thereon erected, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York dated _____ and recorded in the Office of the Register of the City of New York on _____, 2014 as CRFN No. _____. The Unit is also described and designated as Block 279, Lot ____ of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York, and on the floor plans of the building filed with and approved by the Real Property Assessment Department of the City of New York / Tax Map Unit on _____, 2014 as Condominium Plan No. _____, and filed in the City Register's Office on _____ as CRFN No. _____;

TOGETHER with an undivided _____ percent interest in the common elements (as such term is defined in the Declaration) appurtenant to the Unit.

The Land on which the Building is located is described as follows:

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Pacific Street distant 62 feet 5 inches easterly from the corner formed by the intersection of the southerly side of Pacific Street with the easterly side of Court Street;

RUNNING THENCE southerly and nearly parallel with Court Street, 101 feet to a point, distant 61 feet 10 inches easterly from the easterly side of Court Street on a line drawn parallel with the southerly side of Pacific Street;

THENCE easterly parallel with the southerly side of Pacific Street, 53 feet;

THENCE northerly parallel with the first mentioned course, 101 feet to the southerly side of Pacific Street;

RUNNING THENCE, westerly along the southerly side of Pacific Street, 53 feet to the point or place of BEGINNING.

Condominium Deed

210 Pacific Condominium
31 Union Square West, Suite 2D,
New York, New York 10003

Title No. _____

Section _____

Block 279

Lot_____

Record and Return To:

_____
Attorney for Purchaser

_____

_____

_____

"ARCHITECT'S REPORT" OF DESCRIPTION OF PROPERTY, SPECIFICATIONS AND BUILDING CONDITION

II. DESCRIPTION OF PROPERTY, SPECIFICATIONS AND BUILDING CONDITION

210 Pacific Condominium

Report by
David Nicholson, R.A.,
545 West 45th Street, 4th Floor,
New York, New York 10036

SLBM ARCHITECTS
545 West 45th Street, 4th Floor
New York NY 10036
T: 212.995.5600

Premises Known As The 210 Pacific Street Condominium

210 Pacific Street
Brooklyn NY, 11201
Block: 279
Lot: 24

Prepared by:
David Nicholson, AIA, NCARB, LEED AP

August 21, 2014

This "Report" describes the building to be known as The 210 Pacific Street Condominium,

(A) Location and Use of Property

This property and proposed use will comply with all zoning and use requirements at closing. This project complies with the Quality Housing Regulations, which are as follows:

(ZR28-1 2) One tree for every 25'0" of street frontage of the zoning lot. Such trees shall be of at least 3" caliper at time of planting and be placed at approximately equal intervals. This project proposes compliance as indicated on the plot plan.

(ZR28-2 1) Minimum unit size required is 400 sq. ft. per D.U. This project proposes a minimum unit size of 400.00 sq. ft.

(ZR28-22) All windows shall be double-glazed. This project has double and triple glazed windows.

(ZR28-25) 50% of corridors may be deducted from F.A. and another 50% when natural illumination is provided. This project complies.

(ZR 28-33) required planting on zoning lot between street line and street wall. This project will comply.

(1) Address:
This Property will be located at 210 Pacific Street, in the borough of Brooklyn, County of Kings, City and State of New York. The site is located in the Cobble Hill Section of Brooklyn in the zip code area of 11201.

(2) Block and lot number:
The property is designated as Tax Block 279 and designated as Tax Lot 24.

(3) Zoning:
The site is located in an R6A zone with a C2-4 overlay which is identified by a line parallel to Court Street starting 100'-0" from the corner of Pacific Street and Court Street as designated on Map 16c of the 1961 Zoning Resolution (ZR). This zone permits residential use as-of-right.

(4) Permissible use:
The New York City Zoning Resolution permits Use Group 2 Residential Use as a matter of right. This property is designed to be used for residential purposes only. This project is designed within the requirements of all applicable federal, state and local codes and regulations governing accessibility to the disabled including Local Law 58/87.

(B) STATUS OF CONSTRUCTION
This project is not self-certified.

(1) There will be one (1) building erected, as per plans, which were filed with and approved by the Brooklyn Office of the New York City Department of Buildings. Permits were obtained from the NYC Department of Buildings as required. Permits were issued by the NYC Department of Buildings under application #310091003 issued on 03/28/2008.

Year built: This project is currently under construction and the expected date of completion is April 2015.

(2) Class of construction
The class of Construction will be I-D: 1HR Protected as described under the 1968 Administrative Building Code. Construction class I-D includes Buildings and spaces in which the bearing walls and other major structural elements are generally of one-hour fire-resistance rating. Class I-D is in noncombustible construction group I in which walls, exit ways, shafts, structural members, floors, and roofs are constructed of noncombustible materials and assemblies affording the fire-resistance ratings. Class I-D are buildings and spaces in which the bearing walls and other major structural elements are generally of one-hour fire-resistance rating.

(3) Certificate of Occupancy, type and number:
The sponsor shall obtain a temporary certificate of occupancy prior to the closing of the first unit.
A temporary Certificate of Occupancy (*TCO) indicates that the property is safe for occupancy but it has an expiration date. TCO typically expires 90 days after they are issued. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, or sell, or refinance the property. Buyers should seriously consider negotiating a closing based upon a final Certificate of Occupancy, not a TCO. If the property has a TCO, consult with a New York State licensed professional engineer or registered architect to determine the outstanding issues, and speak with an attorney regarding the TCO status.
Buyers are advised to visit the DOB website for further recommendations when purchasing unit(s) in a building that does not have a Final Certificate of Occupancy. In addition, see the special risk section of the offering for further disclosure regarding TCO issues.

All issues related to Certificate of Occupancy for this property will be in accordance with all applicable laws, codes, rules and regulations.

(4) Alteration permit numbers and description of work done:
Not applicable.

(C) SITE

(1) Size:
The site is located on the South side of Pacific Street, East from the corner formed by Pacific Street and Court Street. The site has a street frontage of approx. 53 feet along Pacific Street. The lot area of the property is +/-5,315 square feet.

(2) Number of buildings and use:
There will be one (1) building erected, as per plans, which were filed with and approved by the Brooklyn Office of the New York City Department of Buildings. There will be 8 residential units in the building.

(3) Streets owned or maintained by the project:
Pacific Street is a 50'-0" wide, one-way street. There are no streets owned or maintained by the project. The streets beyond the property lines are New York City sidewalks, curbs and roadways.

(4) Drives, sidewalks and ramps:

(i) Paving (material and condition):
There will not be a driveway for this building. There is an existing concrete sidewalk, which will be replaced when construction is near completion, as directed by the New York City, Department of Transportation and as is required for all new buildings. The new sidewalk will have 4,000 PSI and will be composed of 4" grade and 5" concrete and will be free of tripping hazard and ponding and will comply with ADA recommendations. Sidewalk maintenance is the responsibility of the condominium in accordance with the requirements of the city agency, DOB, DOS and ECB.
There will not be a ramp for this building as it is not necessary since the entrance is on ground level.

(ii) Curbing (material and condition):

There will be a concrete curb with an expansion joint caulking. The curb will have a measurement of 6 inches.

(iii) Catch basins, drainage:

There will be no catch basins and drainage at the exterior front of the building.

(iv) Street lighting:

Street lighting is provided by the City of New York, and consists of vertical stanchions surmounted with mercury lamps.

(v) The above mentioned items are in conformity with local fire district, town or municipal building codes.

(D) UTILITES

(1) Water will be provided by the City of New York, and will be metered commonly. Each condominium unit owner will pay their water as part of the common charges.

(2) The Consolidated Edison Company will provide electricity, and each unit will be separately metered and billed directly by the provider.

(3) Telephone service will be provided by the Verizon Company, and each unit owner will be billed directly by the provider.

(4) The building will be wired for cable television/internet access and each unit owner will be billed directly by the provider.
(5) Sanitary waste and some of the storm water runoff will be carried from the building into New York City Sewer System.

The costs of utility services for the common elements shall be paid by the condominium unit owners as part of the common charges.

(E) SUB-SOIL CONDITIONS

(1) Test Borings
From -0 ft to – 5 ft ..... Brown sand, trace brick, trace gravel, trace silt (class 7)
From -5 ft to – 7.5 ft..... Mix of gray brown clay and MF sand (class 4b)

For more information regarding soil profiles see subsurface investigation test boring exhibit by ALL PHASE TESTING, INC dated 5/13/2013.

(2) Footing Design by Severud Associates, located at 469 Seventh Ave, NY, NY 10018
All footings are designed to bear on class 3d soil, with bearing capacity of 3 tones per sq. ft.

(3) Water Table / Flooding
There is no danger from flooding due to either water table or over flow from bodies of water exists. There is no potential of mudslides and no potential of erosion. The insulation used to negate ad-freezing stresses at foundation walls is a 2" Styrofoam material. The project is not located in a FEMA flood Zone. The water table was not observed during test borings.

(F) LANDSCAPING AND ENCLOSURES

There will be no landscaping in the building. Yard areas to the back will be covered with stone or concrete pavers.

(1) Grass cover (type, location):
There shall be no grass covers at the premises

(2) Plantings (type, location):
There shall be no planters at the premises.

(3) Trees (location):
There will be a section of grass and space for two tree pits near the curb as recommended by the Parks Department.

(4) Fencing (type, location):
There will be no fences on the premises

(5) Gates (type, location):
There shall be no gates at the premises.

(6) Garden walls (type, location):
There shall be no garden walls at the premises.

(7) Retaining walls (type, location):
There shall be no retaining walls at the premises.

(8) Display pools and fountains (location, materials):
There shall be no display pools or fountains at the premises.

(G) BUILDING SIZE

(1) Total height:
The building will have a total height of approximately 70'-0" measured from the adjoining grade to the roof above the 7th floor level.

(2) Crawl spaces:
There are no crawl spaces in the building.

(3) Number of sub-cellars and cellars:
There will be one cellar which shall be the lowest level in the building with a floor to ceiling height of approximately 9'.

(4) Number of floors:
There will be (1) building which will include a cellar and seven (7) stories and Roof-Bulkhead.

The approximate measurements of each floor in the building will be as follows:

Cellar	2589 sf
First Floor	5121 sf
Second Floor	3617 sf
Third Floor	3617 sf
Fourth Floor	3617 sf
Fifth Floor	3359 sf
Sixth Floor	3359 sf
Seventh Floor	3066 sf

(5) Equipment rooms
There shall be five equipment rooms located in the cellar. The equipment rooms shall be used for electric meters and mains, water storage tanks, water and sewer mains and meters, fire alarm main control box, and elevator machine equipment.

(6) Parapet
Parapets will be an extension of the metal rain-screen facade and insulated concrete formwork of the exterior wall assembly. The parapets shall be a height that complies with the building code and zoning resolution. All parapets shall have stainless steel flashing and have non-corrosive hardware. The parapet height is 42" above the finished roof.

(H) STRUCTURAL SYSTEM

(1) Exterior of Building
The structural system for the building is classified mainly as a non-bearing wall type. There will be perimeter, exterior, non-load bearing, poured concrete walls and intermediate poured concrete columns and beams. The foundations shall consist of poured in place concrete on earth. The foundation walls shall be of reinforced concrete.

(i) Walls
Exterior walls consist of (from the outside inward) 2-1/4" deep x 6" wide x 9 to 18" high metal rain-screen tile mounted to ¾" steel channels that are mechanically anchored to a 6" reinforced concrete pour housed within 2-1/2" thick foam formwork on either side of the pour, the foam formwork is encased within 5/8" Densglass sheathing on the exterior side and separated from the interior environment by 1 hour rated construction that consists of two (2) layers of 5/8" type

"X" rated gypsum board panels. All walls between apartments and adjacent to shafts and stairwells will get R13 batt insulation from the top of the floor concrete to the underside of the ceiling concrete.
There shall be no areaway retaining walls at the premises.
Local law 10 and 11 do not apply at this time since this is a new building, and will be due in 5 years from the day of the Certificate of Occupancy.

The interior floor at the cellar will be concrete slab on grade. The interior floor assembly at the upper floors will be a wood flooring, supported by 8" concrete slabs; which in turn will be supported by the poured concrete bearing columns.

(ii) Windows
Windows are manufactured by Zola ThermoALU 70. Windows are to be triple-glazed and low-e, as required by Quality Housing Program Z.R. 28-22. The windows are mainly tilt and turn casements throughout the building with a few fixed windows with the same frames/glazing. of the building. Windows have a thermal break. All exterior metal, including fasteners, will have non-corrosive hardware. Light and air is provided in each unit in compliance with all applicable rules of the New York State Fire Code. Air infiltration rate of windows shall not exceed 0.5cfm/ft., in compliance with Table 4-4 of the New York State Energy Conservation Construction Code. The manufacturer guarantees one year, parts and hardware, and five years glazing. Windowsills shall be metal construction per drawings. Lintels above window openings shall be of steel fabrication or reinforced concrete per structural drawings.

The sponsor reserves the right to provide windows by the same or different manufacturers, which are equal to or better quality than those, listed above. Exterior windows and doors will be caulked with NP1 or equivalent material. Open windows will be closed with plastic in the winter to enable framing when needed.

There will be lot line windows in the building that conform with the requirements of Table 3-4 of the 1968 Building Code of the City of New York and the restrictive declaration(s) filed at the County Clerk's Office. These openings on the east and west walls from floors 4 to 7 are subject to be closed with construction complying with the 1968 Building Code of the City of New York should any neighboring building be erected or enlarged thus decreasing the distance of separation (whether horizontally, vertically or diagonally). There are 11 lot line windows measuring approximately 30" x 50" to 108 x 70". Units 5, 6 & 7 have Lot Line Windows. The windows at the sides of the property are considered lot line windows. Lot line window openings are protected with interior sprinkler heads. As of the date of this report, the lot line windows of this condominium building have no building walls directly adjacent to them. In the future, there is a possibility that the lot line windows could become partially or totally obscured. In all probability, the lot line windows would be removed and the window openings closed with a three-hour masonry wall and sheetrock on the inside. If in the future the lot line windows are sealed or closed up, the legal use of any of the rooms in which there are presently lot line windows will not change. If the building code requires that some or all of the Lot Line Window openings be closed, then the cost to close such window openings will be borne by all Unit Owners of the Condominium as a common expense. The costs to close up a Lot Line Window are approximately $1,500 per window.

(ii) Landmark status:
This building does not have Landmark status.

(2) Parapets and Coping:
Parapets will be an extension of the metal rain-screen façade and insulated concrete formwork of the exterior wall assembly. The parapets shall be a height that complies with the building code and zoning resolution. All parapets shall have stainless steel flashing and have non-corrosive hardware. The copings are constructed of painted metal. Soffits are constructed of painted metal.

(3) Balconies and terraces:
There will be terraces provided for apartments on the 2nd, 5th, 6th, and 7th floors, being limited common elements to apartment attached.

(i) Deck finish:
Terraces are constructed of concrete and have 1.5" concrete or stone pavers on top.

(ii) Doors to balconies and terraces:
The door that opens onto the balcony will be either an outswing door, or a sliding door, and a fixed glazed panel. All doors to be triple glazed panels by Zola ThermoALU 70.

(4) Exterior Entrances

(i) Exterior doors and frames:
There will one main exterior entrance to the building, located at the front façade. The entrance will be located at the first floor level, and will provide access to all units on all floor levels, via the common interior stairs and elevator. There will be a separate exterior entrance door to provide access to the cellar floor level. The doors will be per drawings and conform to the applicable energy codes.
Locksets on the main doors will be Kaba ILco Simplex 1011 Keyless Lock or equal.
All exterior doors shall be in conformity with local fire district, state and local building codes and ADA complaint.

(ii) Vestibule doors and frames:
Vestibule doors will be metal/glass doors and metal/glass frames.

(iii) Exterior stairs:
There will be no exterior stairs in front of the building.

(iv) Railings:
The building will have metal railings. The metal railings are constructed of painted carbon steel tube of 1/8" wall thickness. Balustrades are constructed of painted carbon steel tube of 1/8" wall thickness. There are no exterior entrance railings provided nor required.

(v) Mail boxes:
U.S. Approved type mailboxes will be provided for each unit at the ground floor level, in a location that is central to the building. The mailboxes will be U.S. Mail Supply Inc. #1800571-0147; item: 1XF181570-8; Decorative 8 box unit classic series.

(vi) Lighting:
There will be a total of four waterproof light fixtures on the exterior of the building. Two light fixtures in front of the building; above the main entrance door. Two additional light fixtures will be in the back yard; one on the right side and one on the left side of the building. Lighting in entrances, halls and stairs, corridors, cellars, yards are adequate for all safety public needs.

(5) Service entrances:

(i) Doors and frames
Not applicable

(ii) Gates:
Not applicable

(iii) Exterior stairs:
Not applicable

(iv) Railings:
Not applicable

(6) Roof and Roof Structures

(i) Type of roofs for all areas:

(a) Material:
There will be a flat roof located above the seventh floor level of the building being, except exit staircase and elevator. The roof membrane shall be an EPDM system by Firestone, John Mansville or the equivalent. Exterior roof will have a minimum R value of 30.

(b) Insulation:
Extruded polystyrene foam of a thickness complying with the minimum R value will be applied above the concrete deck and waterproofing membrane and protected with a roof covering per code requirements.

(c) Surface finish:
All horizontal railings must be protected so as not to be used as a ladder by children.

(d) Bond or Guarantee:
The expected life span of the roof type is ten (10) to fifteen (15) years. No bond or guarantee other than the manufacturer's twenty (20) year warranty on all construction material and workmanship will be furnished.

(e) Flashing materials including counter flashing:
Penetration of ducts, pipes, skylights, and etc. shall be properly flashed and waterproofed.

(ii) Drains:

(a) Location, material and type:
All drains will be from manufacturer JR Smith. There will be 6 primary drains and 5 secondary drains on the roof level.

(b) Gutters and leaders:
The run-off from the roof areas will be transported via, internal leaders, to a storm drain which leads to the existing street storm sewer.

(iii) Skylights:
There will be no skylights provided in the building as it is not required.

(iv) Bulkheads:
(a) Stairs:
The stairs to access the bulkhead will be concrete.

(b) Elevator:
The elevator overrun will be located in the bulkhead.

(v) Metal work at roof levels:
(a) Exterior, metal stairs:
None

(b) Vertical ladders, including gooseneck will be hot dipped galvanized bar steel

(c) Railings and guard rails:
Will be welded stainless steel pipes per drawings

(d) Hatches to roof:
None

(i) Rooftop facilities:
The Rooftop accessible via the public stairs and elevator shall be as part of common elements and may be used by all unit owners. Areas connected to the 7th floor apartment terrace and partitioned as separate from common areas are limited common elements to the attached apartment. Lightning protection will not be provided for this building.

(7) Fire escapes
There will not be any fire escapes in the building. Fire escapes are not required since there will be Scissors Staircases in the building.
(i) Location:
None

(ii) Floors covered:
None

(iii) Drop Ladder:
None

(iv) Type:
None

(v) Materials:
None

(8) Yard and courts:
There will be an open rear yard area on the 2nd floor above the parking, accessible to the 2nd floor apartment and a limited common element to the attached apartment.

(i) Deck finish:
Terraces are constructed of concrete and have 1.5" concrete or stone pavers on top.

(ii) Stairs:
There shall be no exterior stairs in the back yard

(iii) Fencing:
There will be no fencing

(iv) Walls:
None

(9) Interior stairs:

(i) Number of stairs of each type
There shall be two interior common staircases known as Scissors Staircases. The stair bulkhead will be ventilated by fixed glass window and louvers.

(ii) Enclosure:
The stairs hall enclosure shall be of reinforced concrete. The Enclosure shall be 2 hour fire rated.

(iii) Stair Construction:
Interior stairs shall be of reinforced concrete construction with metal handrails.

(iv) Stringers:
There shall be no stringers

(v) Treads:
The treads shall be reinforced concrete construction.

(vi) Risers:
The risers shall be reinforced concrete construction.

(10) Interior doors and frames:

(i) Unit entrance and interior doors and frames:
All interior doors to mechanical spaces and electrical meter rooms are to be fire rated self-closing doors and frames with a minimum fire rating of 1-½ hours.
Closet doors will be solid core painted doors.
Door knobs will be lever type with bath and bedrooms having privacy knobs and closets having dummies; all doors will have quality catches. All corner and j beads will be W round corner beads on all high traffic corners. Sheetrock will be minimum 5/8 thick and all fire rated walls will get 2 layers of 5/8 sheetrock on each side. (Bottom 4' of cellar, all bathrooms, including ceilings, installation will be of a water-resistant type sheetrock.) Regular walls will have 3-5/8" studs, 25 gauge. Kitchen cabinets, vanities and bathroom accessories shall have wood or 6' metal blocking before sheetrock installation. Cellar walls will be installed with 6" green-board prior to sheetrock installation. Tubs and shower areas will have 5' high wonder-board installed prior to the sheetrock installation.

(ii) Corridor doors and frames:
Corridor doors will be single panel solid wood with wood frames.

(iii) Stair hall doors and frames:
Public hallway entrance will have a flush metal door with a 5 x 20 vision light.

(iv) Roof doors, cellar doors and frames:
Storage room doors and HVAC doors and frames will be of metal structure.

(11) Elevators:

(i) Number of passenger and service elevators:
The elevator capacity will be 2,500 LBS and 300 speed F.P.M. The elevator has a capacity of 16 passengers. The manufacturer of the elevator is HM Elevator Inc. The model of the elevator is GETM 5.5. The elevator capacity is 2,500 pounds. The Sponsor will furnish a one year elevator service maintenance contract.

(ii) Floors served:
The elevator will serve all stories in the building; cellar, 1st thru 7th floor and roof.

(iii) Type:
The elevator will be of traction geared overhead type.

(iv) Doors:
There will be single speed side slide automatic doors.

(v) Location of machine rooms:
The elevator machine room will be located in the cellar.

(12) Elevator cabs:

(i) Floor:
There will be stone on the floor of the elevator.

(ii) Walls:
The elevator walls will be stainless steel and glass panels.

(iii) Ceiling:
The elevator ceiling will be stainless steel.

(iv) Alarm, safety system:
The elevator will be fully wired with a fire alarm system.

(l) AUXILIARY FACILITIES

(1) Laundry Rooms:

(i) Location and number of rooms:
There will be laundry rooms as indicated per plans.

(ii) Clothes washers, number and type:
The sponsor will provide one hook-up for one domestic type cloth washer per laundry room. Laundry equipment will be the responsibility of the individual unit owners.

(iii) Clothes dryers:
The sponsor will provide one hook-up for one electric clothes dryer per laundry room. Laundry equipment will be the responsibility of the individual unit owners.

(v) Dryer ventilation:
The dryers shall be direct vented.

(2) Refuse disposal:

(i) Incinerator:
There shall be no incinerator.

(ii) Compactor:
There shall be no compactor.

(iii) Approvals by authority having jurisdiction:
Not applicable

(iv) Initial storage location:
Storage rooms are located at the cellar.

(v) Pick-up schedule, and whether public or private provider:
Refuse disposal will be the responsibility of each individual unit occupant to bring to front of the building on the days that the trash is picked up by the New York City Sanitation Department. Sanitation pick-up schedule is as follows: Monday, Wednesday and Friday.

(J) PLUMBING AND DRAINAGE:

(1) Water supply:
Water will be supplied to the units through connections from the building to the New York City Water Distribution System. There will be a water main conveying the water into the building. Each unit is to be supplied with cold and hot water from copper piping. The building relies on New York City water pressure which is 50 gallon per minute therefore a domestic water pump is required. The domestic water pump will be a 5 HP ULTRA 2300 model and manufactured by Sico, or equal along with the small storage tank for domestic water will be located in the cellar of the building. The manufacturer's warranty for the domestic water pump is 5 years. The main shut-off valve and backflow preventer will be located in the cellar in the water meter room.
Cold water pipes will be insulated with 1" inch fiberglass insulation. Hot water pipes will be insulated with 1" fiberglass insulation. Laundry rooms and boiler rooms in cellar shall have a floor drain. There will also be an ITT 4x4x7F booster pump for the sprinkler system as it is required due to the low water pressure in the building.

(2) Fire protection system:
(i) Standpipes
Located in main stair

(ii) Hose racks, hoses and nozzles
None

(iii) Sprinkler heads:
The entire building shall have a full automatic cold water sprinkler system. The sprinkler heads will be mounted in recessed ceiling where ceilings are provided. There shall not be any fire hose rack within the building, the sprinkler shall be connected to a combined sprinkler water main, located in the cellar of the building. Sprinkler and water mains installation will comply with cross connection & engineer specifications as per approved Building Department Plans.

(iv) Siamese connection
The building will have a 4x3x3 Siamese connection made of cast iron, 4" in diameter, located on the front façade of the building.

(3) <u>Water storage tanks and enclosures:</u>
Located in cellar per plans.

(4) Water pressure and how maintained:
NYC Environmental protection pressure was taken 04/08/13 on the north side of Pacific Street 1st hydrant east of Court Street, was 50 pounds per square inch, the residual pressure at this point was 49 pounds per square inch when 500 gallon of water per minute were flowing from the north side of Pacific St 1st hydrant west of Boerum Place.
The flow test was performed on an 8 inch water main which is fed from two directions.

(5) Sanitary sewage system:

(i) Sewage piping:

The sanitary waste will be conveyed to the New York City sewer system via extra heavy cast iron, sewer pipes located in the building, which will lead to a house trap of extra heavy cast iron. The house trap will be located in the cellar area towards the front of the building. Beyond the house trap there will be an extra heavy cast iron pipe conveying the sewage to a 6" combined sewer drain. The 6" combined sewer drainpipe will then be connected to the existing 12" combined sewer located in the roadway beneath Pacific Street.

(ii) Sewage pumps:

There are no sewerage pumps. All sanitary sewer waste lines lead to the 6" combine sewer drainpipe connected to the 12" combined sewer located in the roadway beneath Pacific Street.

(iii) Sewage disposal:

The sewage system carries both waste and sanitary sewage from each apartment. Sewage is carried by extra heavy cast iron waste piping to local city sewers.

(6) Permits:

The following permits shall be obtained as required by law:

Construction Permit..... NYC DOB
Plumbing Permit..... NYC DOB
Electric Permit..... NYC DOB
Sewer Permit..... NYC DEP
Highway Street Permit..... NYC DOT
Fence Permit..... NYC DOB
Sprinkler Permit..... NYC DOB
Elevator..... NYC DOB
Sidewalk Shed Permit..... NYC DOB

(7) Storm drainage system:

The storm drainage system will consist of external cast iron metal JR Smith exterior area drains and below grade horizontal drains and drywells.

(i) Catch basins:

None

(ii) Yard and roof drains:

On the roof there will be 6 Fig. 1083 model drains manufactured by JR Smith. The drains will have a measurement of 3 inches.

(iii) Piping:

The run-off from the surface drains will be conveyed to a new 5" extra heavy cast iron, horizontal storm drain located towards the front of the building. The horizontal drain will lead to an existing 12" combined sewer, located in the roadway beneath Pacific Street, or as indicated by the mechanical engineer

(iv) Eject or sump pumps:

There will be a submersible sump pump manufactured by Goulds and will be model number WE0538H or equal. The manufacturer's warranty for the submersible sump pump is 5 years.

(K) HEATING:

(1) Heating and distribution of domestic hot water:
The sponsor reserves the right to provide hot water heaters by the same or different manufacturers which are equal to or better quality than noted below. The Unit Owners are responsible to maintain, repair and replace such systems, as necessary, at their sole cost and expense. Each apartment will be heated via split VRF system. Each apartment will have one, two or three heat pump units, one or two serving the living areas and one serving the sleeping areas. The heat pump units will be located within the mechanical rooms in each apartment. Heat is provided to each space via ductwork installed at ceiling. The related condensing units (model PURY-P240TSKMU-A, 20 ton capacity, manufactured by Mitsubishi) will be located on the roof. Each bathroom will be provided with electric floor radiation heating. Living rooms with large windows will be provided with electric baseboard panel radiators (model EB-120, manufactured by Runtal)

(2) Type of controls:
Each heat pump unit will be provided with a thermostat.

(3) Radiators, piping, insulation, valves, pumps:
Not applicable

(4) Fuel:
The water heaters utilize electricity.

(5) Location of oil tank, materials, enclosure:
Not applicable

(6) Capacity of oil tank:
Not applicable.

Hot Water:
Instant hot water devices will be provided for this building as noted per plumbing plans.

(L) GAS SUPPLY:
Not Applicable

(M) AIR CONDITIONING:
The sponsor reserves the right to provide air conditioning systems by the same or different manufacturers which are equal to or better quality than noted below. The Unit Owners are responsible to maintain, repair and replace such systems, as necessary, at their sole cost and expense.

(1) Type of System:
All dwelling units to have central air conditioning via split VRF system. Each apartment will be provided with two heat pump units located within the mechanical rooms in each apartment. One heat pump unit will serve the living areas and one heat pump unit will serve the sleeping rooms. Conditioned air will be distributed to each room via ductwork installed at ceiling. The related condensing unit (model PURY-P240TSKMU-A, 20 ton capacity, manufactured by Mitsubishi) will be located on the roof. Each heat pump unit will be provided with one thermostat. Each apartment will be provided with a ventilation unit (model Confoair 550, manufactured by Zehnder) that will provide outside air to the bedrooms and living spaces and will exhaust the bathrooms and kitchen. Each apartment is provided with a humidifier (model RH2 Space, manufactured by Nortec).

(2) Central system:
The air handlers will be located above the stairs bulkhead of the building. Each apartment will include a continuous exhaust for kitchen and bathrooms.

(3) Cooling towers, condensers:
There will be four modular condensing units which will be located on the roof.

(4) Individual units covered by the offer:
The air conditioners will have a one year warranty.

(N) VENTILATION:

The spaces that require mechanical ventilation in the units are interior bathrooms and toilet rooms. The minimum rate of continuous bathroom exhaust ventilation shall be 20 CFM. The ventilation fans will be manufactured by Zehnder model number Confoair 550 or equal.

(O) ELECTRICAL SYSTEM:

Each unit is provided with GFCI at each outlet required per code.
The sponsor reserves the right to provide electrical system by same or different manufacturers, which are equal to or better quality than noted below. Each residential unit shall be provided with 225 Amps service.

(1) Service from main service switchgear:
The electrical service to the building will be brought in from the terminal point of the Consolidated Edison Co. The service supplied will be a 208/120Y Volt, 3 phases, 4 wires, which will provide 2000 Amps, to the building.

(2) Service to individual units:
The main feed will bring the service to one separate meter for each individual unit.
The residential units are provided with 225 Amps service each. The number of main panels will be the same as the number of units in the building. There will be panel equipment and circuit breakers for each unit; which will separate air conditioning equipment, laundry equipment, dishwasher, kitchen appliances, lights and outlets.

(3) Compartment switch gear:
None.

(4) Unit service:
The electrical system will be adequate for modern usage.

(5) Adequacy:
(i) Service:
Each Unit will be provided with AFCI circuit breakers which are located in each apartment panel box.
(ii) Lighting and fixtures:
Lighting and fixtures will be in compliance with the NYC Housing Maintenance code and Multiple Dwelling Laws.
(iii) Convenience outlets, appliances outlets:
There will be electrical receptacles throughout the condominium units.

(P) INTERCOMMUNICATION AND/OR DOOR SIGNAL SYSTEMS, SECURITY CLOSED CIRCUIT TV:

The building will be equipped with an intercom system at the main entrance, connected to one intercom station within each residential unit located by elevator lobby in each unit which will permit voice & video contact between the residential units and the entrance at the first floor level. An electric door release in the first floor entry door, activated by the unit occupant, will release the door for entrance into the building. The intercom shall be equal to aiPhone – JM Series: Handset Video Intercom w 7" Touchscreen. No warranty will be provided for the intercom.

The sponsor reserves the right to provide equipment by the same or different manufacturers, which is equal or better quality than noted above.

(Q) PUBLIC AREA LIGHTING:

Lighting fixtures shall be provided in public stairways and hallways. Fixtures shall be capable of providing illumination of at least (10) ten watts per (25) twenty-five square feet of floor area. In addition, lighting fixtures shall be provided at the front entranceway, providing an aggregate illumination of (150) one hundred and fifty watts incandescent illumination or its equivalent. There shall be provided (in yard areas to the sides and rear) at least one light fixture each of at least (40) forty watts incandescent illumination. The above requirements shall be in compliance with the New York City Housing Maintenance Code and Multiple Dwelling Laws. Lighting in entrances, halls and stairs, corridors, cellars, yards are adequate for all safety public needs.

The lighting for the public areas will be manufactured by Halo, model #493WBS06 or equal. The lighting for the exterior areas will be manufactured by Kichler, model P5641 or equal. The lighting will be adequate and will comply with all applicable laws and codes.

(R) GARAGES AND PARKING AREAS:

(1) Location of garages:
The parking garage is located on the ground floor. The parking garage is enclosed.
(2) There are eight (8) spaces in the parking.
(3) The surface of the parking garage is reinforced concrete.
(4) The lighting in the garage is tubular fluorescent lighting.
(5) There is no fencing in the parking garage. The garage is in the fully enclosed condominium building.
(6) The parking is unattended.
(7) The ventilation in the garage consists of a ducted 4,750 CFM exhaust fan. The fan is manufactured by Greenheck, model number GB-240 or equal.
(8) The garage fire protection consists of 500 GPM automatic sprinkler pump system. The fire protection equipment is manufactured by Sico , model number CR10-6.
(9) The drainage in the garage consists of 2 cast iron 4" floor drains connected to 4"diameter extra heavy cast iron piping conforming to all plumbing codes applicable.

(S) SWIMMING POOL:

There shall be no swimming pool at the premises.

(T) TENNIS COURTS, PLAYGROUNDS AND RECREATION FACILITIES:

There shall be no tennis courts, playgrounds and recreation facilities at the premises.

(U) PERMITS AND CERTIFICATES:

All applicable permits which must be obtained and all inspections which are to be done shall be completed by the architect or engineer hired by the Sponsor.

(V) VIOLATIONS:

There are no outstanding violations as of the date of this report.

(W) UNIT INFORMATION

UNIT	TAX LOT	LOCATION IN BLDG.	BDRM /BTRM	APPROX. SQUARE FOOTAGE	COMMON ELEMENTS PERCENTAGE	LIMITED COMMON ELEMENTS	UNIT USAGE
2	XX	Second Floor	3/3	2,399	13.00 %	2nd Floor 1630 sf Terrace + Parking Space + Storage Closet	Residential
3E	XX	Third Floor East	3/2 1/2	1,812	10.00 %	236 S.F. Cabana + Parking Space + Storage Closet	Residential
3W	XX	Third Floor West	3/2	1,563	8.00%	236 S.F. Cabana + Parking Space + Storage Closet	Residential
4E	XX	Fourth Floor East	3/2 ½	1,812	10.00 %	195 S.F. Cabana + Parking Space + Storage Closet	Residential
4W	XX	Fourth Floor West	3/2	1,563	8.00%	165 S.F. Cabana + Parking Space + Storage Closet	Residential
5	XX	Fifth Floor	4/3	3,131	18.00%	5th Floor 247 sf Terrace + Parking Space + Storage Closet	Residential
6	XX	Sixth Floor	4/3	3,133	18.00 %	6th Floor 242 sf Terrace + Parking Space + Storage Closet	Residential
7	XX	Seventh Floor	3/3	2,777	15.00%	7th Floor 1,124 sf Terraces + Parking Space + Storage Closet	Residential

Unit 2 will consist of:

A single level apartment: (2) bedrooms, (1) Master Bedroom, (1) Master Bathroom, (1) Full Family Bathroom, (1) Full Bathroom serving bedroom 1, Dining/living room, Kitchen, Den, (2) Mechanical Room HVAC Closets, Rear Terrace

Unit 3E will consist of:

A single level apartment: (2) bedrooms, (1) Master Bedroom, (1) Master Bathroom, (1) Full Family Bathroom, (1) Half Bathroom, Dining/living room Kitchen, (2) Mechanical Room HVAC Closets

Unit 3W will consist of:

A single level apartment: (2) bedrooms, (1) Master Bedroom, (1) Full Family Bathroom, Dining/living room Kitchen, (2) Mechanical Room HVAC Closets

Unit 4E will consist of:
A single level apartment: (2) bedrooms, (1) Master Bedroom, (1) Master Bathroom, (1) Full Family Bathroom, (1) Half Bathroom, Dining/living room Kitchen, (2) Mechanical Room HVAC Closets

Unit 4W will consist of:
A single level apartment: (2) two bedrooms, (1) Master Bedroom, (1) Full Family Bathroom, Dining/living room, Kitchen, (2) Mechanical Room HVAC Closets

Unit 5 will consist of:
A single level apartment: (3) bedrooms, (1) Master Bedroom, (1) Master Bathroom, (2) Full Family Bathrooms, Dining/living room, Kitchen, (1) Den, (3) Mechanical Room HVAC Closets, rear terrace

Unit 6 will consist of:
A single level apartment: (3) bedrooms, (1) Master Bedroom, (1) Master Bathroom, (2) Full Family Bathrooms, Dining/living room, Kitchen/Den, office, (3) Mechanical Room HVAC Closets, rear terrace

Unit 7 will consist of:
A single level apartment: (2) bedrooms, (1) Master Bedroom, (1) Master Bathroom, (2) Full Family Bathroom, Dining/living room, Kitchen/Den, office, (2) Mechanical Room HVAC Closets, rear terrace, front terraces on 7th floor and roof

Each Unit will contain a refrigerator as manufactured by SubZero, Model # IC30R or equal and a electric oven as manufactured by Miele, model # H6180BP or equal, and an electric cooktop as manufactured by Miele, Model # KM5753 or better.

Following is a description of how the units will be finished and finish material used:
The units will be furnished as described herein:
Generally the finished floors of the living, dining, kitchen and bedroom areas shall be select white oak wood.
The walls and ceilings shall be primed and painted white.
Telephone jacks will be installed in the kitchen, bedrooms, master, and living room.

- **Kitchens:**
  Floors and walls: Floors will be wood flooring and there will be gypsum wallboard walls and ceilings.
  When finished the walls and ceilings shall be primed.
  Kitchen cabinets: High quality kitchen installation will be fabricated by a custom millwork company and have maple veneer wood fronts or better.
  Countertops: The countertops will be natural stone marble with a honed finish. The sinks will be stainless steel sinks manufactured by Blanco 24" wide x 9" deep or equal or better.
  Faucet: The faucet will be deck mount, single hole by Blanco with retractable spray head, finished in polish chrome.

- **Master Bathrooms:**
  Floors and walls: Natural stone marble to wainscot level and back-painted ¼" thick glass above
  Bathtubs: Freestanding Tubs in Units 4, 5 & 7 – Victoria & Albert solid surface tub 59x32 or larger. All other master baths with tubs shall be acrylic built-in tubs by Duravit 59x29 or larger.
  Toilet: Duravit Happy "D" 1 pc.

Vanity: Custom marble countertops with custom wood millwork cabinetry of maple veneer fronts or better.
Faucets: Zucchetti Single lever faucet in Polished Chrome finish

Family Bathrooms:
Floors and walls: Fully tiled to wainscot level with back-painted glass above
Bathtub: Duravit Starck acrylic tub 59x29 or larger
Toilet: Duravit Happy "D" 1 pc.
Vanity: Vanities will have marble stone countertops with Duravit Vero undermount sinks and custom millwork of painted fronts or better.
Faucet: Hansgrohe single level deck mount lavatory in polished chrome finish
Shower Trim: Showers and tub controls to be Hansgrohe in Polish Chrome finish

- **Powder Bathrooms**
  Floors and walls: Natural stone to the wainscot level and paint above
  Toilet: Duravit Happy "D" 1 pc.
  Vanity: Custom marble countertops with custom wood millwork cabinetry of maple veneer fronts or better.
  Faucet: Zucchetti single lever faucet in Polished Chrome finish

- **Bedrooms:**
  Floors: 6" Select white oak engineered flooring
  Walls and Ceiling: Walls and ceilings will only be primed
  Closets: each closet will have 1 Shelf and 1 Hanging Rod

- **Dining Rooms:**
  Floors: 6" wood white oak engineered flooring
  Moldings: 3" Base molding
  Doors: All interior unit doors to be 1-3/4" solid core painted doors with painted wood trim

The sponsor reserves the right to provide fixtures of the same or different manufacturers which are equal to or better quality than those listed above.

(X) FINISH SCHEDULE OF SPACES OTHER THAN UNITS:

Room:	Floors:	Walls and Ceilings:	Remarks
Entrance vestibule:	Stone	Gypsum board, primed and painted with one layer of paint	
Stair hall:	Tiled	Gypsum board, primed and painted with one layer of paint	
Cellar:	Tiled	Gypsum board, primed and painted with one layer of paint	
Storage rooms:	Tiled	Gypsum board and concrete block, primed and painted with one layer of paint	

(Y) SAFETY AND WARNING DEVICES:
Smoke and carbon monoxide detectors will be provided in bedrooms and hallways in each dwelling unit. Detectors shall be equal to Kiddy ac wire-in combination carbon monoxide &

smoke alarm Model #KN-COSM-IB Part# 21006377 and hard wired as per local Law 62/81 and R.S. 17 of the NYC Building Code.

There will not be incorporated in the building any drywall materials that contain Sulfide.

(Z) ADDITIONAL INFORMATION REQUIRED

(1) Site plans are attached hereto .
(2) Premises is located in a highly urban area.
(3) A floor plan for each type of unit drawn to scale, indicating room dimensions and unit boundaries are herewith attached.
(4) Floor to ceiling heights of units are included in the ceiling plan herewith attached.
(5) Approximate total area of each unit are included in the floor plan herewith attached.
(6) The floor plan herewith attached shows unit boundaries and the relationship of units to each other.
(7) Following documents shall be transmitted to the condo management upon transfer of control as applicable:
- Final as-built drawings, e.g. structural, mechanical, electrical plumbing, approved shop drawings;
- Operation & maintenance manuals for mechanical equipment;
- Electronic system manual;
- Re-commissioning manual;
- Equipment warranties;
- Manufacturer's roof warranty;
- Major equipment start-up sheets & control system as-built;
- Original test & balance report HVAC system;
- Post-construction in-door air quality report;
- Post-construction asbestos report (if the building is erected on a pre-1990 foundation).

FURTHER DEVELOPMENT

There shall be no further development on this site.

DISCLOSURE

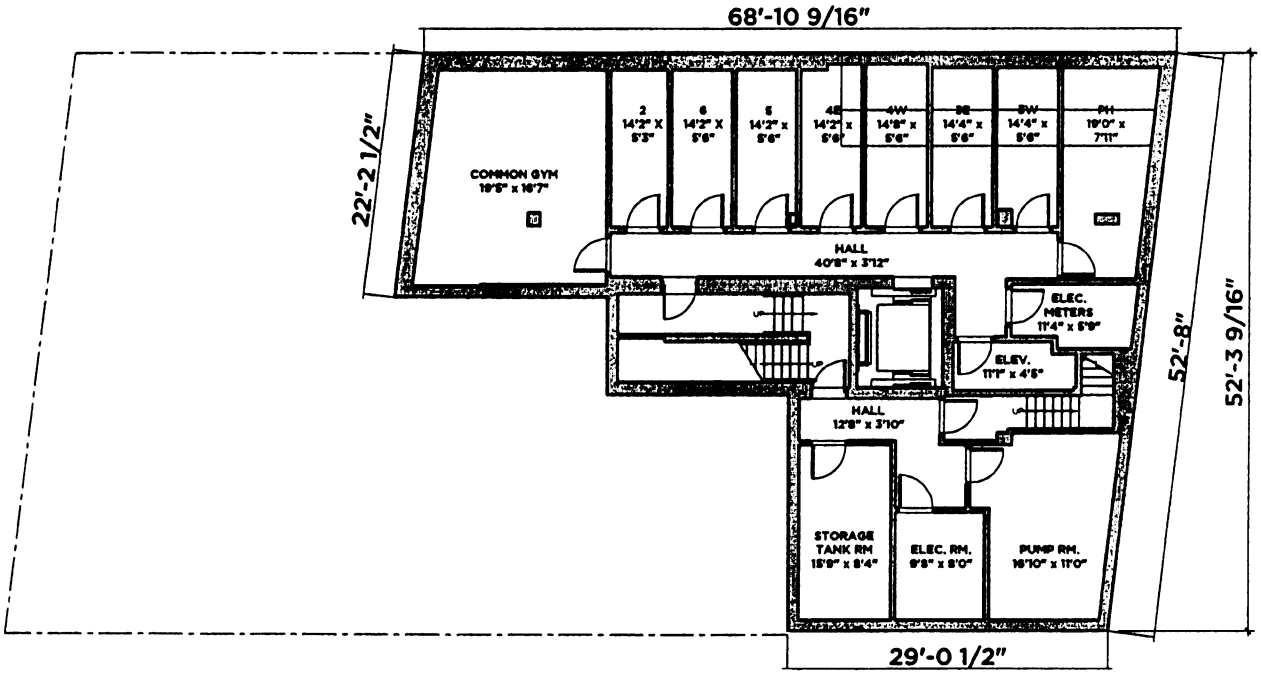
Developer reserves the right to replace supplies, materials, equipment, interior design and/or other installations of equal or better quality than noted above by the same or different manufacturers, as advised by project engineer and/or architect. Descriptions and supplies contained herein are anticipated but slight variations may occur due to supply and demand, availability of supplies, parts, and materials. Any interior changes will comply with building department codes and regulations.

Yours truly,

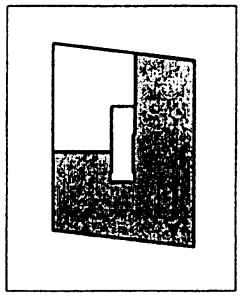


David Nicholson, AIA, NCARB, LEED AP

Floor Plans



APARTMENT	**BASEMENT**
FLOOR	**0**
SQ. FT.	**---**
SCALE	**1/16" = 1'0"**



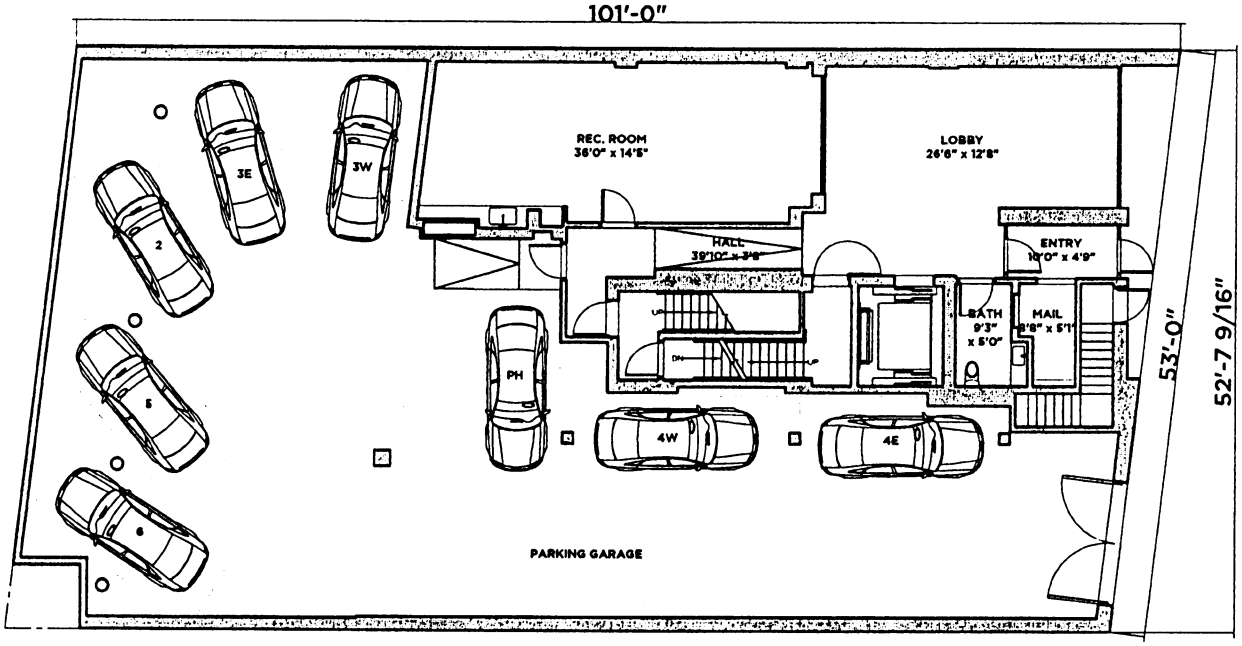
KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

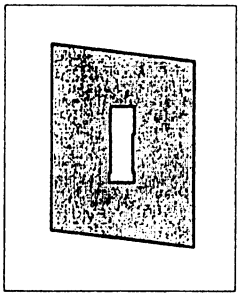
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31 UNION SQUARE WEST SUITE 2D
NEW YORK, NY 10003
PHONE: 212.365.1052

210 PACIFIC STREET
BROOKLYN, NY

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APARTMENT	**FIRST FLOOR**
FLOOR	**1**
SQ. FT.	**---**
SCALE	**1/16" = 1'0"**

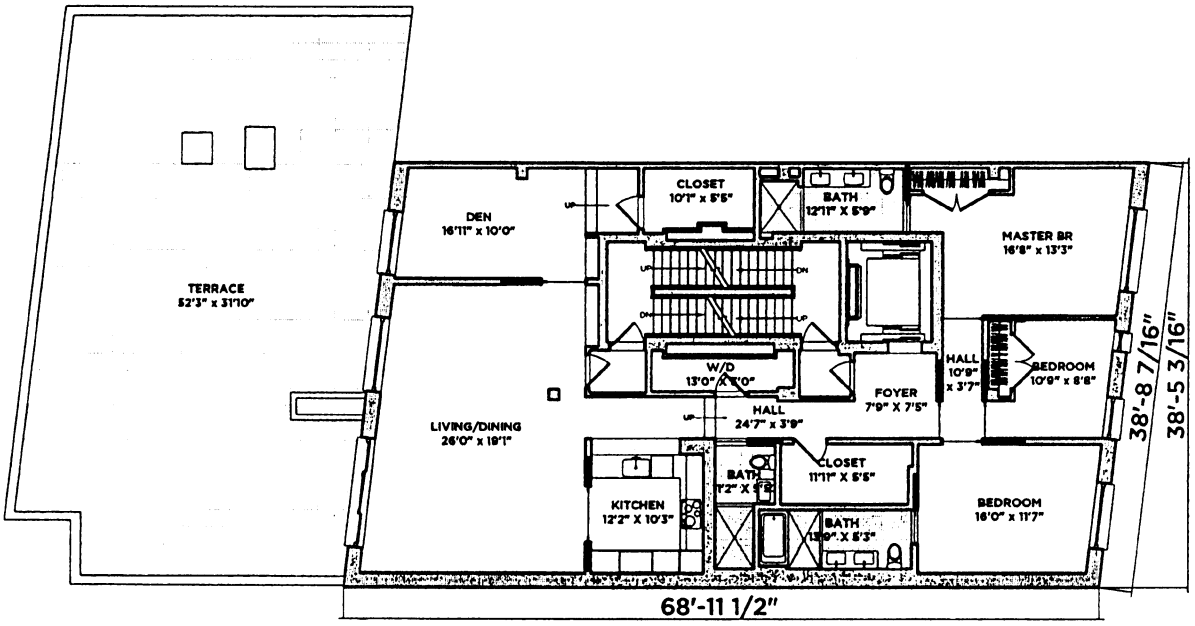


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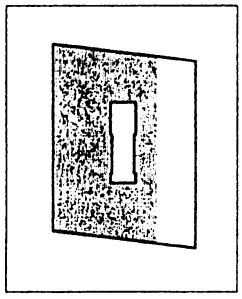
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APARTMENT	**2 (THREE BEDROOM)**
FLOOR	**2**
SQ. FT.	**2,399 SF. + 1,630 SF. TERRACE**
SCALE	**1/16" = 1'0"**

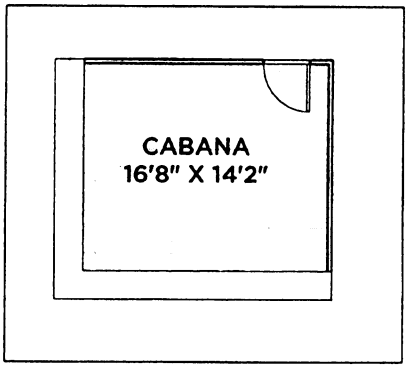
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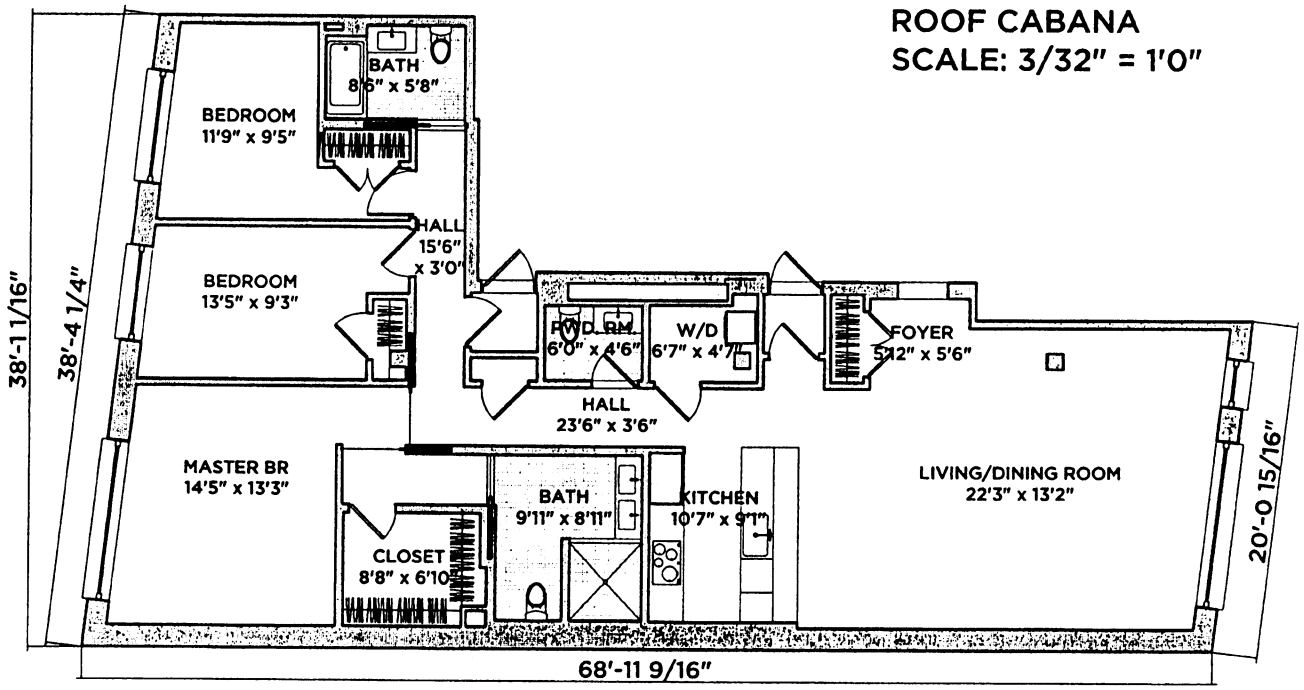
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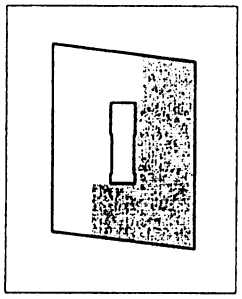


ROOF CABANA
SCALE: 3/32" = 1'0"



APARTMENT	3E (THREE BEDROOM)
FLOOR	3
SQ. FT.	1812 SF. + 236 SF. CABANA
SCALE	3/32" = 1'0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

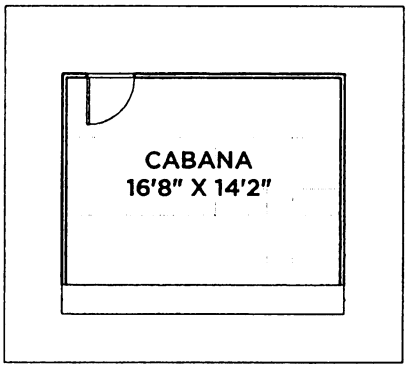


KEY PLAN

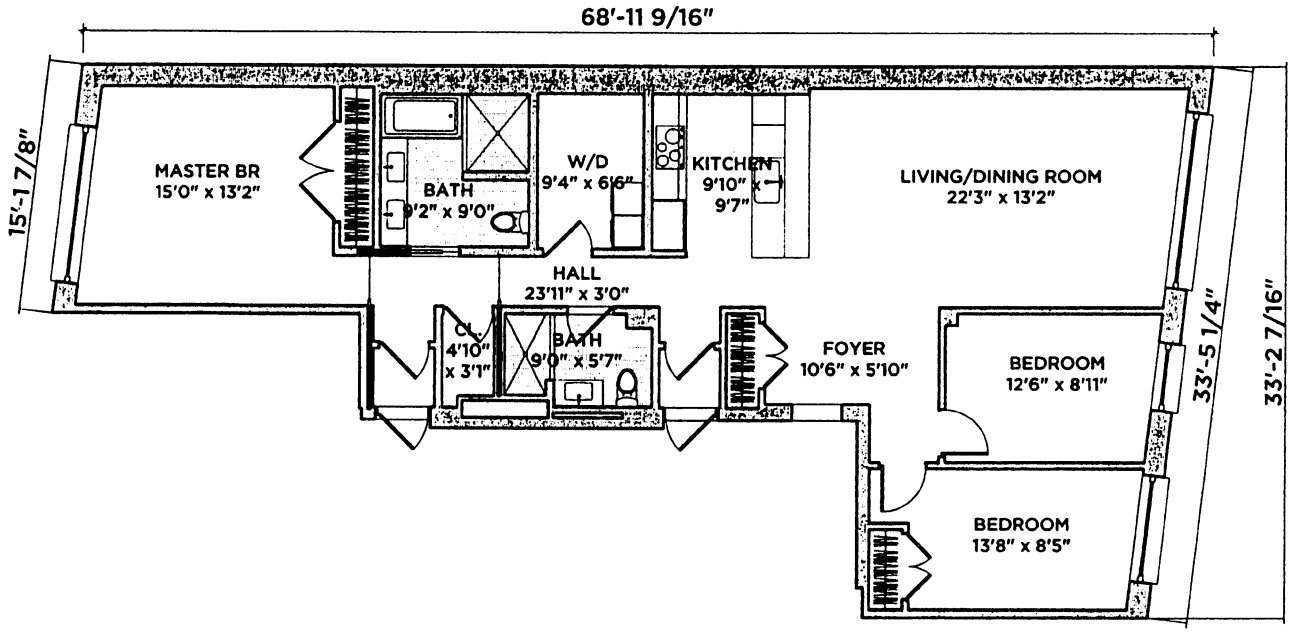
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NEW YORK, NY 10003
PHONE: 212.365.1052

210 PACIFIC STREET
BROOKLYN, NY

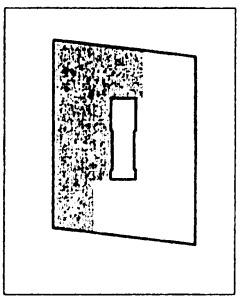
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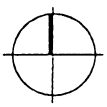


ROOF CABANA
SCALE: 3/32" = 1'0"



APARTMENT	3W (THREE BEDROOM)
FLOOR	3
SQ. FT.	1563 SF. + 236 SF. ROOF CABANA
SCALE	3/32" = 1'0"



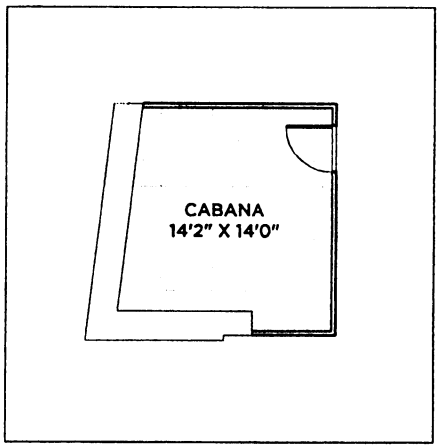


KEY PLAN

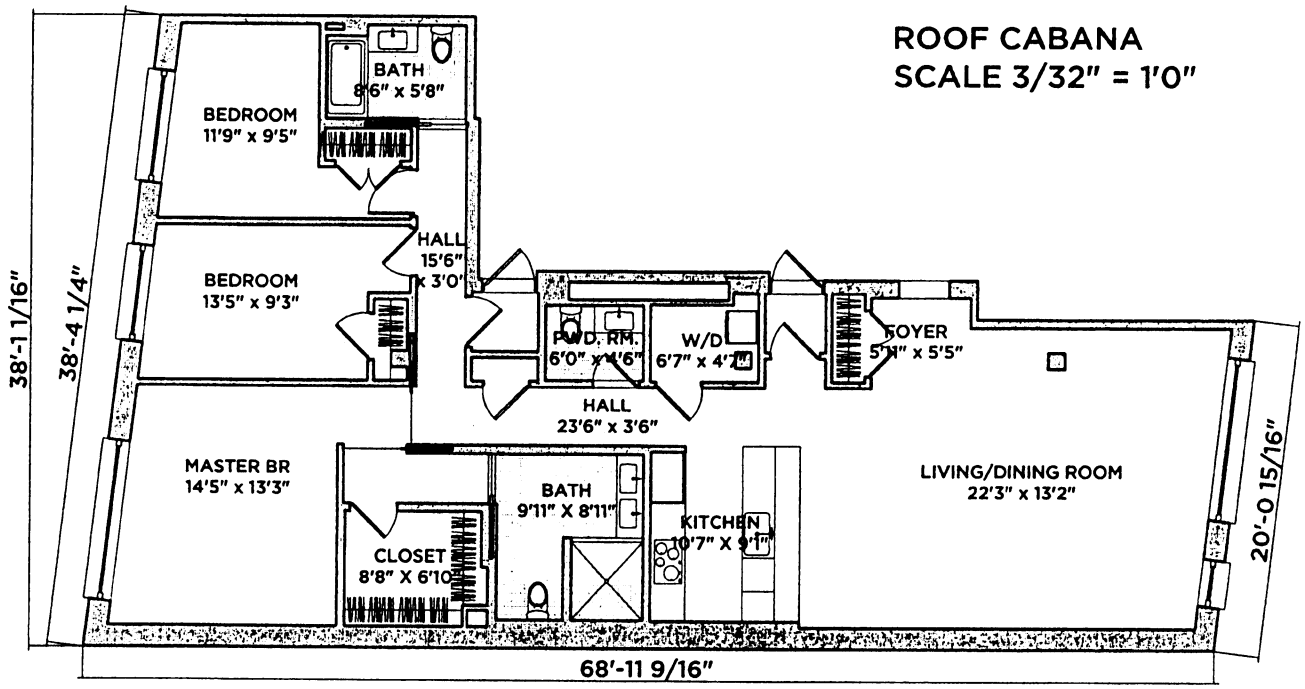
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

NAVA COMPANIES
31 UNION SQUARE WEST SUITE 2D
NEW YORK, NY 10003
PHONE: 212.365.1052

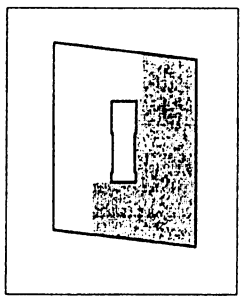
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ROOF CABANA
SCALE 3/32" = 1'0"



APARTMENT	4E (THREE BEDROOM)
FLOOR	4
SQ. FT.	1812 SF. + 195 SF. CABANA
SCALE	3/32" = 1'0"



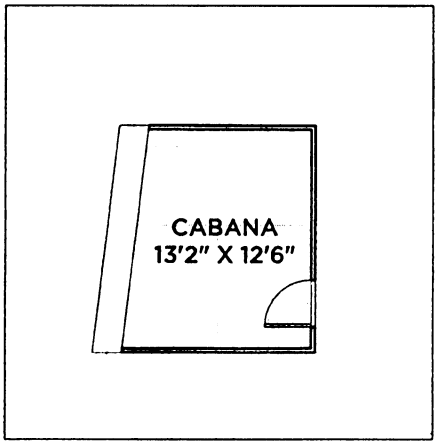
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ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

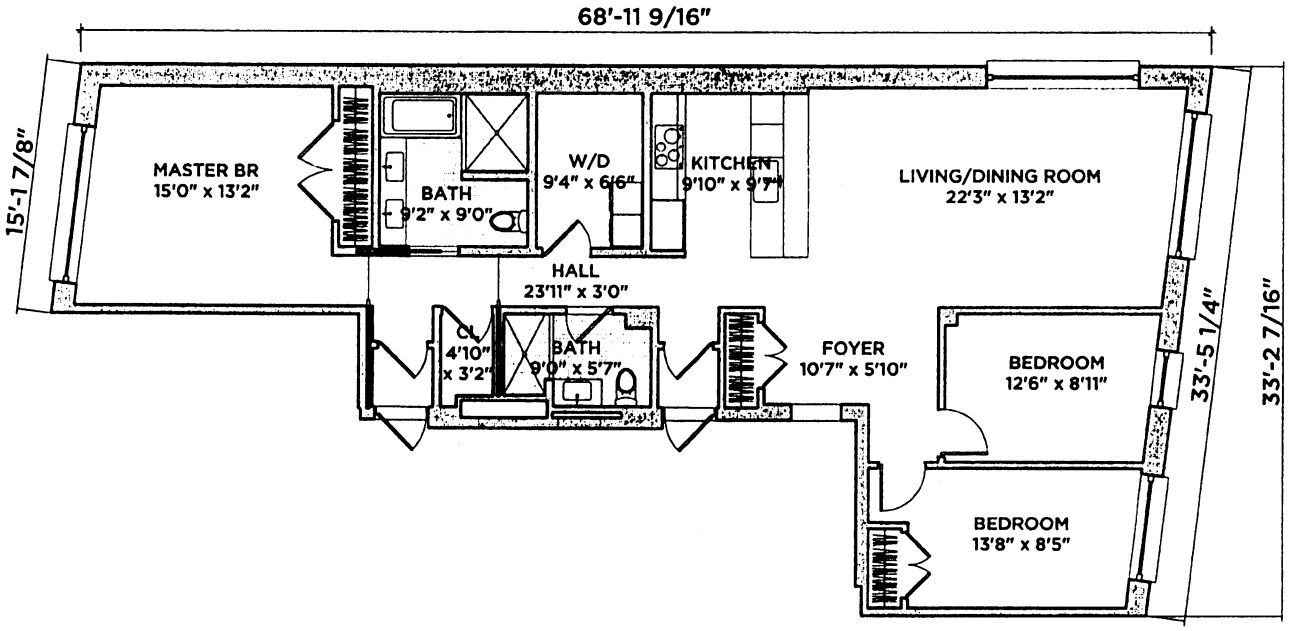
NAVA COMPANIES
31 UNION SQUARE WEST SUITE 2D
NEW YORK, NY 10003
PHONE: 212.365.1052

210 PACIFIC STREET
BROOKLYN, NY

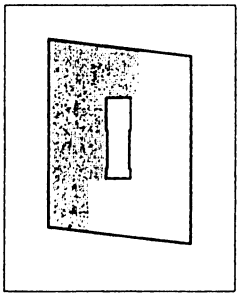
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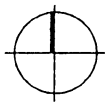


ROOF CABANA
SCALE 3/32" = 1'0"



APARTMENT	4W (THREE BEDROOM)
FLOOR	4
SQ. FT.	1563 SF. + 165 SF. CABANA
SCALE	3/32" = 1'0"





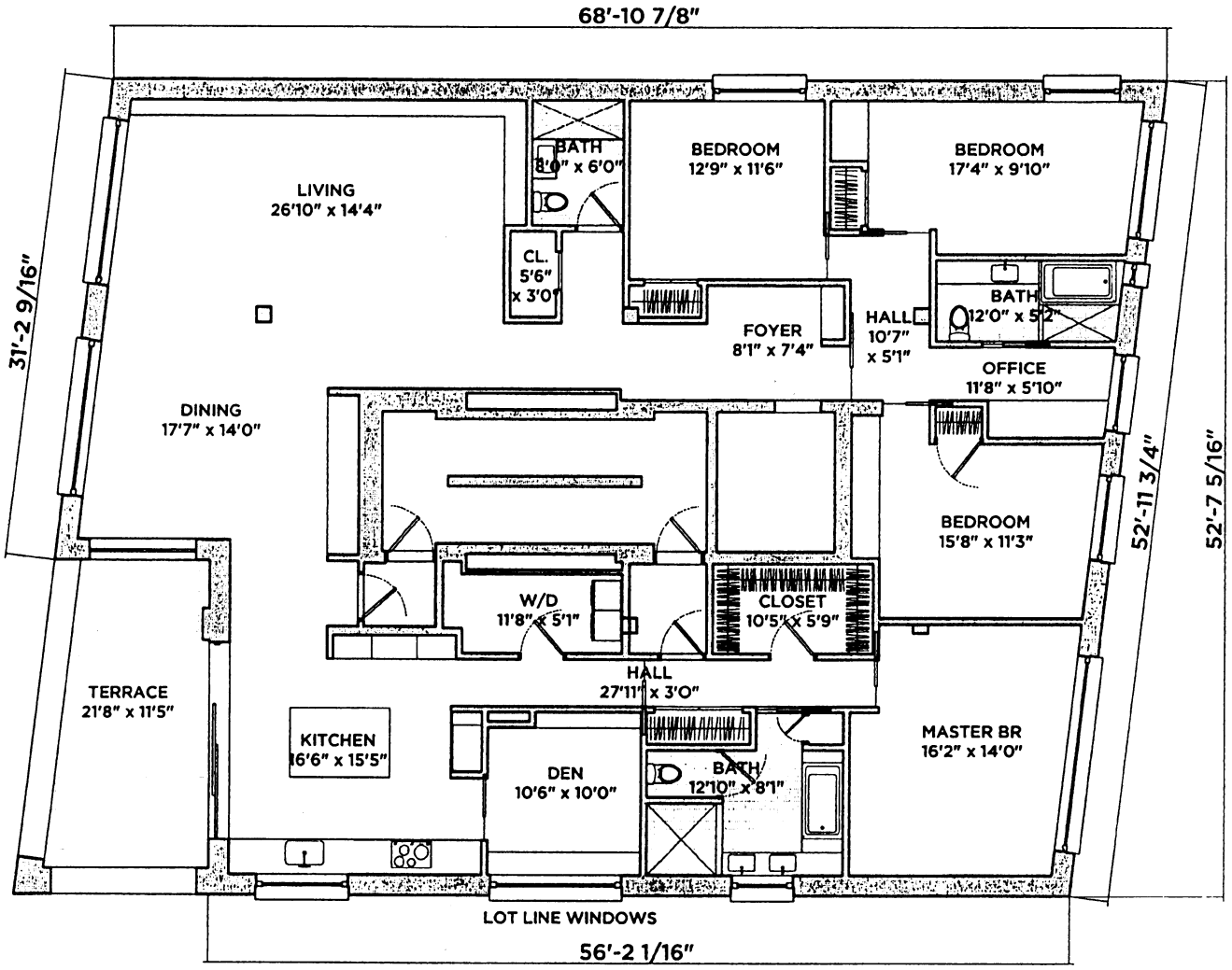
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ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

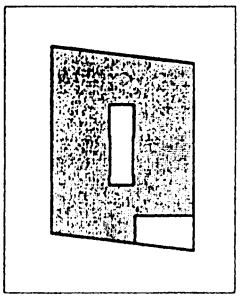
NAVA COMPANIES
31 UNION SQUARE WEST SUITE 2D
NEW YORK, NY 10003
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210 PACIFIC STREET
BROOKLYN, NY

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APARTMENT	**5 (FOUR BEDROOM)**
FLOOR	**5**
SQ. FT.	**3131 SF. + 247 SF. TERRACE**
SCALE	**3/32" = 1'0"**



KEY PLAN

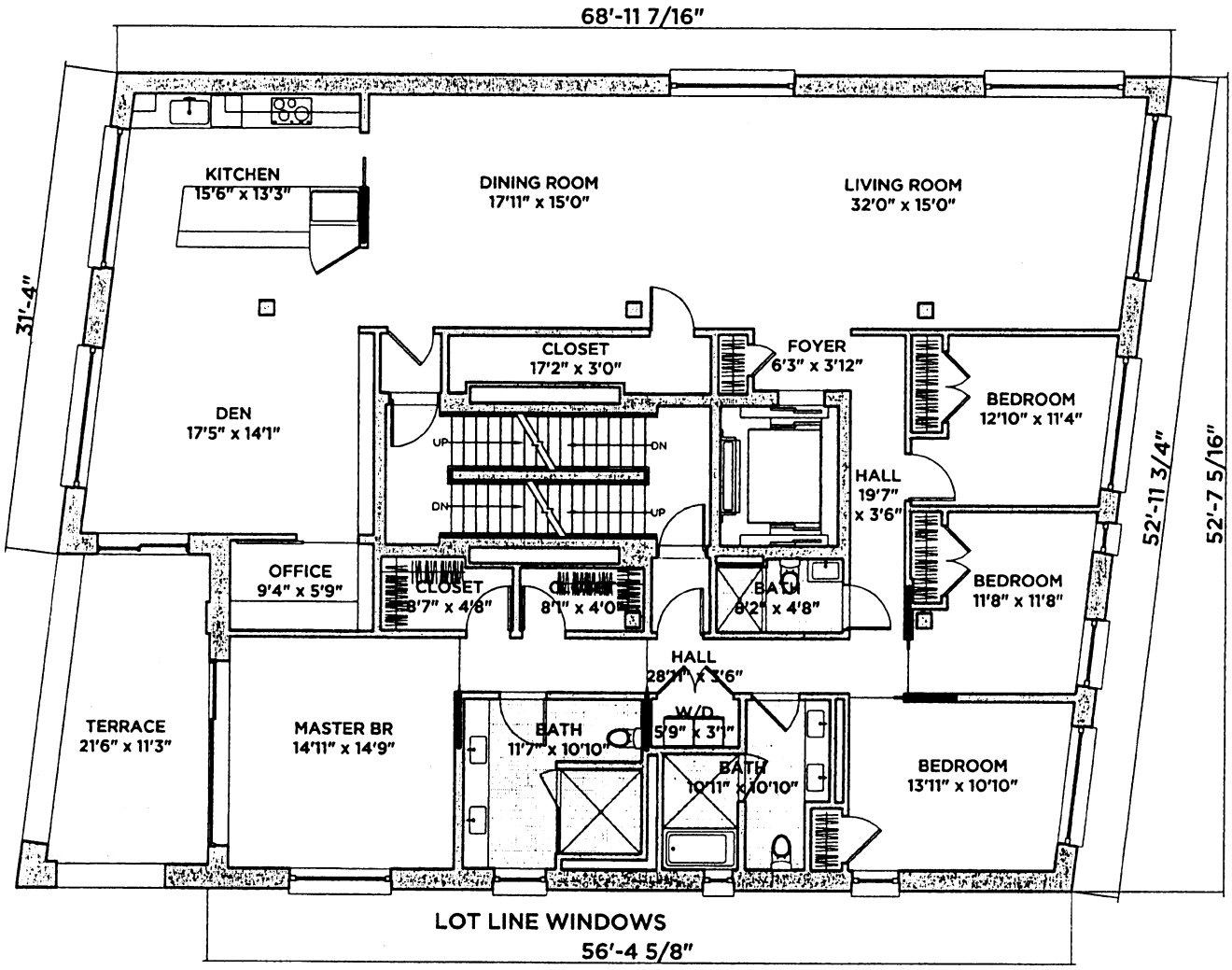
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NAVA

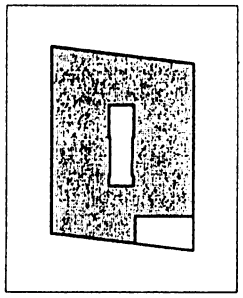
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NEW YORK, NY 10003
PHONE: 212.365.1052

210 PACIFIC STREET
BROOKLYN, NY

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APARTMENT	**6 (FOUR BEDROOM)**
FLOOR	**6**
SQ. FT.	**3133 SF. + 242 SF. TERRACE**
SCALE	**3/32" = 1'0"**



KEY PLAN

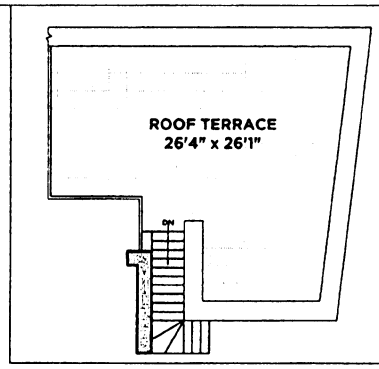
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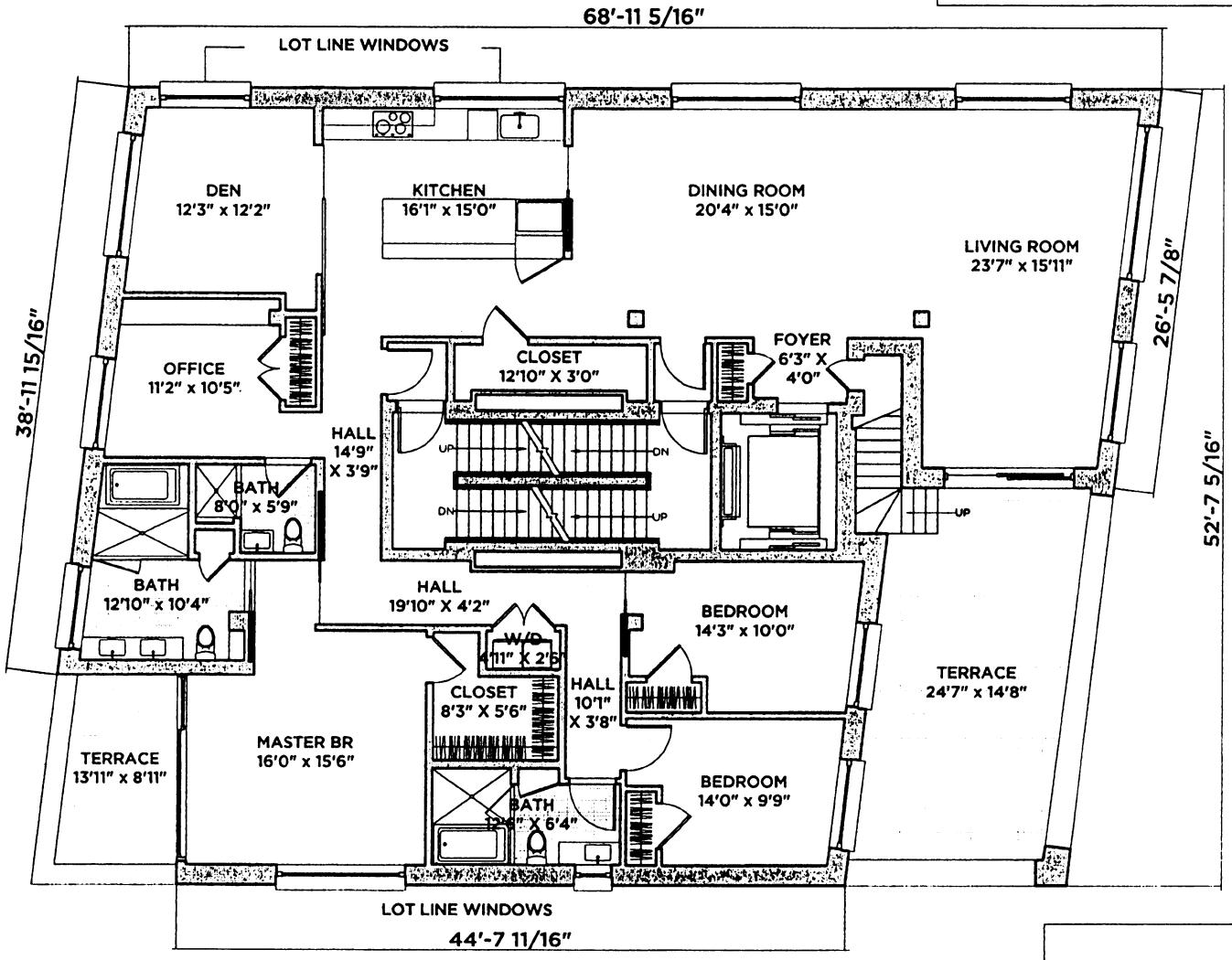
NAVA COMPANIES
31 UNION SQUARE WEST SUITE 2D
NEW YORK, NY 10003
PHONE: 212.365.1052

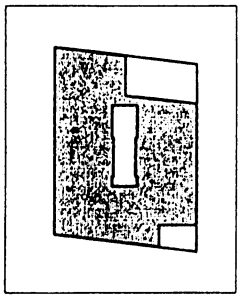
210 PACIFIC STREET
BROOKLYN, NY

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ROOF TERRACE
SCALE: 1/16" = 1'0"







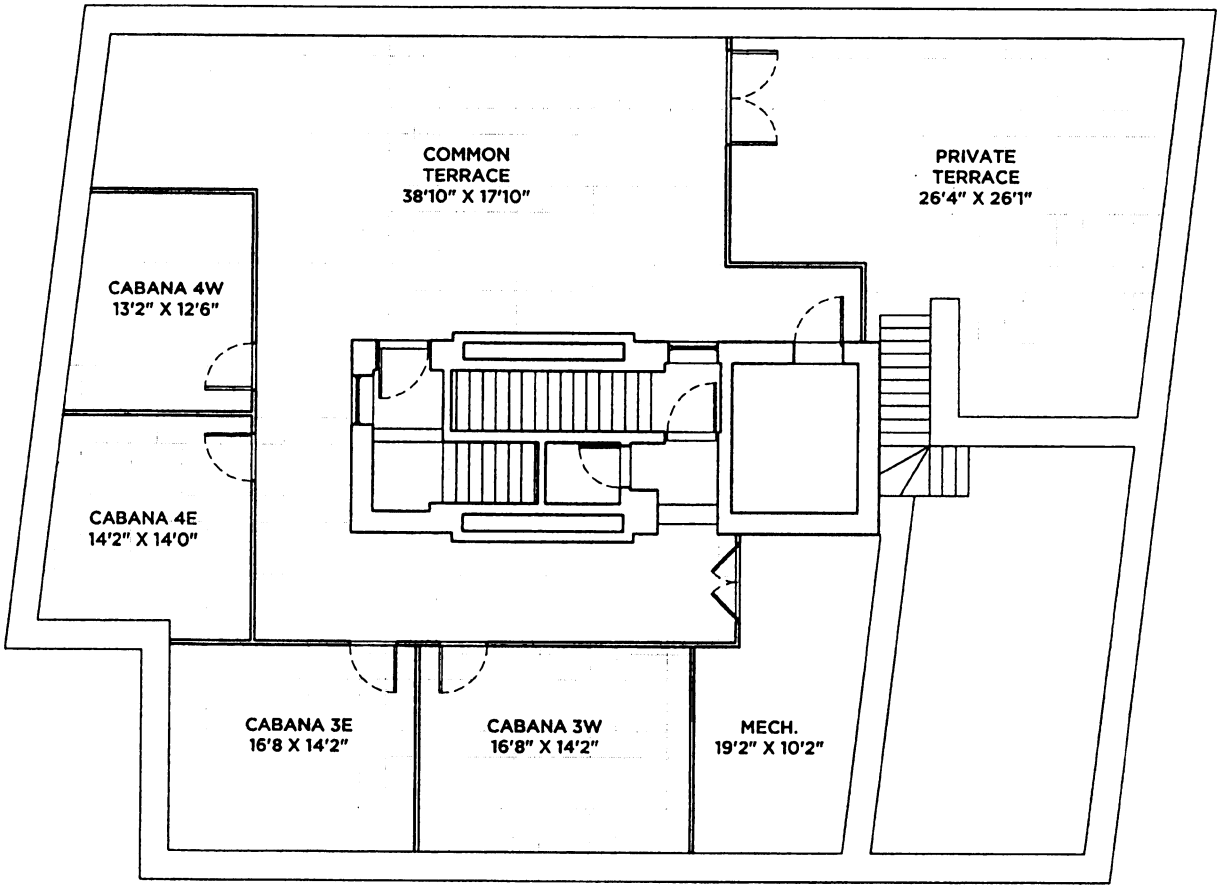
APARTMENT	**7 (THREE BEDROOM)**
FLOOR	**7**
SQ. FT.	**2777 SF. + 1124 SF. TERRACE**
SCALE	**3/32" = 1'0"**

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

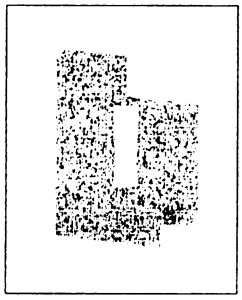
KEY PLAN

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NEW YORK, NY 10003
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APARTMENT	**ROOF**
FLOOR	**8**
SQ. FT.	**3117 SF.**
SCALE	**3/32" = 1'0"**



KEY PLAN

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

NAVA COMPANIES
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NEW YORK, NY 10003
PHONE: 212.365.1052

210 PACIFIC STREET
BROOKLYN, NY

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JJ. Intentionally Omitted.

KK. Intentionally Omitted.

DECLARATION OF CONDOMINIUM

PART II,
SECTION "LL"

Declaration

Establishing a Plan of Condominium
Ownership of Premises Located at
210 Pacific Street,
City of New York, County of Kings, State of New York

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

Name: **210 Pacific Condominium**

Sponsor: **210 PAC LLC**
31 Union Square West, Suite 2D,
New York, New York 10003

Date of Declaration: _____ ___, 2014

Section Number:

Block Number: 279

Lot Numbers: FKN: Lot 24
NKA:

County of Kings

Record and Return To:

Rosen Law LLC
1010 Northern Boulevard, Suite 322
Great Neck, New York 11021

LL. DECLARATION OF CONDOMINIUM

Article	Description
1.	Submission of Property
2.	Area and Location of Land
3.	Description of the Building
4.	Name of Condominium
5.	Units
6.	Definitions
7.	Use of Building and Units
8.	Common Elements
9.	Determination of Percentages in Common Elements
10.	Encroachments
11.	Easements
12.	Power of Attorney to Board of Managers
13.	Acquisition of Units by Board of Managers
14.	Person to Receive Service of Process
15.	Amendment of Declaration
16.	Changes in the Sponsor-Owned Units
17.	Covenants Running with the Land
18.	Covenant of Further Assurances
19.	Successors and Assigns
20.	Termination of Condominium
21.	Definition of "Sponsor-designee", "Sponsor-affiliate"
22.	Invalidity

23. Waiver

24. Captions

25. Gender

26. General

Schedule A – Property Description

Schedule B – Unit Descriptions

Declaration
of
210 Pacific Condominium
Pursuant to Article 9-B of the
Real Property Law of the State of New York

Declaration Establishing a Plan for Condominium Ownership of Premises to be known as 210 Pacific Condominium located in the 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.

210 PAC LLC, a Limited Liability Company organized and existing under the laws of the State of New York, whose principal office is situated at
31 Union Square West, Suite 2D, New York, New York 10003, hereinafter referred to as "the Sponsor," does hereby declares as follows:

Article 1. – Submission of Property.

The Sponsor is the fee owner of the Land, Building and Improvements described on Schedule "A" attached hereto (the "Property") and all other property, real, personal or mixed, intended for use in connection therewith and submits to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), and pursuant thereto does hereby establish a Condominium to be known as "210 Pacific Condominium" (sometimes referred to as the "Condominium").

Article 2. – Area and Location of Land.

The 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 in Schedule "A" annexed hereto and made a part hereof, together with all easements, rights, privileges., and hereditaments appurtenant thereto (collectively sometimes herein referred to as the "Land"). The Land is owned by the Sponsor in fee simple.

The building is located at 210 Pacific Street, Brooklyn, New York, and known on the City of New York, County of Kings, Tax Map as parcel: Block 279, Lot 24 will become new lots, whereby each Condominium Unit will be an individual lot number.

Article 3. – Description of the Building.

There will be one (1) building built on the site of this condominium. The 210 Pacific Condominium will consist of seven (7) stories consisting of a cellar, 1st floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor and 7th floor, which will contain eight (8) Residential Condominium Units.

The structure is of non-combustible construction.

The building is constructed of reinforced concrete frame and non-bearing reinforced concrete exterior walls at the perimeter. All floors consist of reinforced concrete and range from 4' thickness in the cellar to 8" thickness at all other floors. The foundation walls and footers are constructed of reinforced concrete. All outside foundation walls are waterproofed with negative side cementitous waterproofing.

The interior floor at the cellar will be concrete slab on grade. The interior floor assembly at the upper floors will be a wood flooring and sub-flooring, supported by 8" thick concrete slabs; which in turn will be supported by the poured concrete bearing columns.

Article 4. – Name of Condominium.

The Condominium shall be known as "210 Pacific Condominium". Sponsor shall own and control all rights and interests, and shall be responsible for all obligations and liabilities, appurtenant to the name of the Condominium. Only Sponsor shall have the right to change or assign the name of the Condominium. In addition, Sponsor shall have the right, for so long as the Property is a Condominium, to maintain a plaque identifying Sponsor, or any of its affiliates, as the Sponsor of the Condominium offering, together with such other information as Sponsor determines in its sole discretion.

For so long as Declarant owns any Units in the Building, Declarant shall own and control all rights and interests appurtenant to the name of the Condominium and/or the Building. For so long as Declarant owns any Units in the Building, only Declarant shall have the right to change or assign the name of the Condominium and/or the Building.

Article 5. – Units.

List and Description.

Annexed hereto and made part hereof as Exhibit B is a list of all Condominium Units, their designations and tax lot numbers, locations, approximate areas, number of rooms in each Unit, Common Elements to which each has immediate access all as shown on the floor plans of the Building, certified by David Nicholson, R.A., ("the floor Plans"), intended to be filed in the Office of the Register of the City of New York simultaneously with the recording of this Declaration, and the percentage of interest of each Unit in the Common Elements. The location of the Building is shown on the site Plan intended to be filed in the said Office of the Register of the City of New York, County of Kings, as part of this Declaration.

Dimensions.

In addition to the meaning prescribed to it in Article 9-B of the Real Property law of the State of New York, a "Condominium Unit" as hereinafter referred to shall be defined as follows:

Each Condominium Unit consists of the area enclosed: (a) vertically from the top of the concrete or wood flooring to the underside of the sheetrock ceiling and (b) horizontally approximately to the outside fact of the masonry work at the exterior walls of the building and approximately to the non-unit side of the walls and partitions (dividing the units from corridors, stairs and mechanical spaces).

Doors and windows which open from a Unit and interior walls of a Unit shall be deemed to be part of the Unit.

The description of the Units set forth herein pertains to the location of the walls, floors and ceilings of the Unit as they are finally set forth in the certified "as built" floor Plans to be filed simultaneously with the recording of the declaration. All dimensions set forth on the Plans are approximate and may vary from floor to floor and Unit to Unit.

Each Unit includes, and each Unit Owner shall be responsible for the Unit side of the front entrance door and any other entrance doors to the Unit, the interior walls, partitions, floors and floor coverings and plastered ceilings affixed, attached or appurtenant to the Unit, smoke detectors, carbon monoxide detectors, window panes, all plumbing, heating fixtures and air conditioning equipment and equipment such as refrigerators, dishwashers, heating, ventilating and heating / air conditioning Units (including the fans inside the Units), heating equipment, ranges and other appliances, sinks, bathtubs, waterclosets, and all other facilities as may be affixed, attached or appurtenant to the Unit and serving the Unit exclusively. Plumbing, heating fixtures and equipment as used in the preceding sentence shall include exposed water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include water or other pipes, conduits, wires or ductwork within the walls, ceilings or floors (unless installed by Unit Owner). Each Unit shall also include all lighting and electrical fixtures and appliances within the Unit and any special equipment, fixtures or facilities affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the panel and serving or benefiting only that Unit.

Any Common Elements located within a Unit shall not be considered a part of such Unit.

Notwithstanding anything contained in this Article to the contrary, each Unit Owner will have the right, subject to the provisions of the By-Laws, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including without limitation, painting, finishing, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surface of the walls, ceilings and floors that face the interior of such

Unit Owner's Unit and (with respect to Residential Condominium Units, to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like), provided that no such installation shall impair the consistent exterior appearance, the structural integrity, sound integrity and mechanical and electrical systems of such Unit or of the Building or violate Law.

As of the date of the filing of this Declaration with the Register's Office, fee simple absolute title shall automatically vest in Sponsor in all Units, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

Article 6. – Definitions.

"Appurtenant Interest" shall mean with respect to any Unit, the undivided interest of the owner thereof, pursuant to Section 339-x of the Condominium Act.

"Assessments" shall mean the charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-Laws).

"Board" or "Board of Managers" or "Condominium Board" means the Board of Managers of the Condominium which is the overall governing body of the Condominium which represents all the Unit Owners and Managers the Condominium pursuant to the provisions of the Declaration, By-Laws, and of the Plan.

"Building" or "Condominium Building" means the building structure known by the address 210 Pacific Street, Brooklyn, County of Kings, City and State of New York which is located on the Land, in which the Condominium will be located.

"Building Department" or "Department of Buildings" shall mean the New York City Department of Buildings or any successor agency.

"By-Laws" means the By-Laws governing the operation of the Condominium, the form of which is set forth in Part II of the Plan, as the same may be amended from time to time.

"Closing" or **"Closing of Title"** shall be the time, place and procedure by which fee title to the Unit in question is conveyed to a Purchaser pursuant to a fully executed Purchase Agreement.

"Closing Date" shall be the date upon which a Closing occurs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Charges" means any charges allocated and/or assessed by the Condominium Board against any Unit Owner and/or each Unit's proportionate share of the Common Expenses in accordance with its common interest.

"Common Elements" means all portions of the Condominium other than the Units, including without limitation the land, walls and structural elements of the building, storage tank room, electric meter room, pump room, electric meter room, elevator mechanical room, recreation room, lobby, mail room, lobby lavatory, common gym, mechanical room (roof), roof common terrace and certain other portions of the building to be set aside for common use.

"Common Expense" means all costs and expenses incurred or paid generally by the Board in connection with the operation of the Condominium, which pursuant to the Plan, the Declaration and the By-Laws, are, except as set forth in the Plan and the Condominium By-Laws, to be paid by the Unit Owners in proportion to their Common Interest, as summarized in "Rights and Obligations of Unit Owners and Board of Managers; Summary of By-Laws" and as more fully described in the Declaration and the By-Laws.

"Common Interest" means the proportionate undivided interest each expressed as a numerical percentage in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interest attributable to each Unit is set forth on Schedule B annexed to the Declaration.

"Condominium" means 210 Pacific Condominium which is established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-Laws and is composed of the Unit Owners.

"Condominium Act" means Article 9-B of the Real Property Law of the State of New York as the same may be amended from time to time.

"Condominium Board" shall mean the Board of Managers of the Condominium who will manage the affairs the Condominium.

"Condominium Documents" means collectively this Plan, the Declaration, the By-Laws and the Rules and Regulations thereunder, as the same may be amended from time to time.

"Condominium Unit" or "Residential Unit" or "Residential Condominium Unit" means a Unit of residential housing now or hereafter situated on the property. A Residential Unit is equivalent to the term "Unit" as the same is used in Article 9-B of the Real Property Law. A Residential Unit shall be used for residential purposes only, including home occupancy, and not more than one family may occupy a Residential Unit at one time. A Residential Unit may not be used for any "dormitory", "bed and breakfast" or other transient hotel-type entity. A Residential Unit may be used for any other lawful purpose, provided such use is permitted by, and complies with Law, does not violate the then existing Certificate of Occupancy covering the Building and the Condominium Board, in its sole discretion, grants permission for such use.

"Declaration" or "Declaration of Condominium" means the instrument by which the property is submitted to the provisions of the Condominium Act, and such instrument as from time to time amended, consistent with the provisions of the Condominium Act and of the By-Laws.

"Department of Law" means the Real Estate Financing Bureau of the New York State Department of Law, 120 Broadway, New York, New York 10271.

"Deposit" or "Down Payment" shall mean all deposits, down payments, advances or payments made by Purchasers prior to the closing of each individual transaction.

"Designee" means any individual or entity so designated in writing by a Unit Owner or Sponsor as the case may be authorized to make such designation.

"Effective Date" shall mean the date upon which Sponsor has declared the Offering Plan effective pursuant to the provisions of the General Business Law of the State of New York.

"Eligible Holder" means a holder, insurer or guarantor of a first mortgage on a unit in a condominium.

"Exhibits" means collectively Exhibits A, B, C and D which were submitted to the Department of Law in connection with the submission of this Plan to such Department.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property.

"Filing Date" means the date that the Offering Plan or an amendment to the Offering Plans is or was accepted for filing by the New York State Department of Law.

"First Unit Closing" or **"First Closing"** shall mean the first date that title to a Condominium Unit is transferred to a Purchaser under the Plan.

"First Year's Budget" shall mean the Section of the Plan entitled "Schedule B – First Year's Budget". The First Year's Budget is sometimes referred to herein as "Schedule B".

"Floor Plans" means the floor Plans of the Units and Building certified to by a professional engineer or registered architect, to be filed with the Office of the City Register, simultaneously with the recording of the Declaration, together with any supplemental floor Plans thereto, copies of which are reproduced in Part II of the Plan.

"GBL" or **"General Business Law"** shall mean the New York State General Business Law.

"Land" means the parcel of land located in the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York, as Block 279, Lot 24 and more particularly described in Schedule A to the Declaration.

"Law" means the laws and ordinances of any or all of the Federal, New York State, New York City and County (where the Condominium is located) governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" means, with respect to each Unit, those Common Elements, if any, which are so designated on the Floor Plans or in the Declaration and which serve or benefit exclusively some, but not all, of the Unit Owners and areas which are irrevocably restricted in use to specified Unit Owners, subject to the right of the Board of Managers, or their designees to enter upon any restricted area for maintenance, repair and inspection of a Unit or Common Elements and subject to the rules of the Board of Managers. Limited Common Elements include but are not limited to terraces, parking spaces, storage rooms and roof cabanas.

"Majority" means a more than fifty percent (50%) in Common Interest in the aggregate, as may be specified herein or in the Declaration or the Bylaws with respect to any matter or matters. Any specified percentage of Unit Owners means such percentage in Common Interest in the aggregate, as may be specified herein or in the aggregate, as may be specified herein or in the Declaration or the Bylaws with respect to any matter or matters, provided, however that different percentages in interest and in number of Units may be so specified.

"Managing Agent" shall mean a person or entity employed by the Condominium Board to undertake and perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in the Bylaws.

"Offering Plan" shall mean the document filed with the New York State Department of Law which describes the Condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time.

"Operation of the Property" means the administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

"Party Wall" as hereinafter referred to shall be defined as a wall which is common to and separates two or more Units.

"Permanent Certificate of Occupancy" shall mean the Permanent Certificate of Occupancy issued by the New York City Department of Buildings for the Building.

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described on Schedule A annexed to the form of Purchase Agreement.

"Permitted Mortgage" means a mortgage placed on a Unit made to a bank, a trust company, an insurance company, a federal savings and loan association, a pension fund or other institutional lender, the Sponsor, a Sponsor-designee, or the Seller of the Unit.

"Permitted Mortgagee" means the holder of a Permitted Mortgage.

"Person" means a natural person, corporation, partnership, limited liability company, trust, trustee, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other legal entity.

"Plan" means the Condominium Offering Plan for 210 Pacific Condominium promulgated by the Sponsor pursuant to Section 352-e of the General Business Law of the State of New York and any and all amendments thereto.

"Plans and Specifications" shall mean the Plans and specifications for the construction of the Building which (to the extent required by Law) have been or will be filed with the Building Department and which may from time to time be amended in accordance with the provisions of the Plan.

"Power of Attorney" means the document signed by Unit Owners which (i) appoints the Board of Managers as attorney in fact to acquire on behalf of all Unit Owners, any Unit that the Unit Owner of which wishes to sell or abandon, together with the Appurtenant Interest thereto, and to deal with any such Units so acquired as they may determine and (ii) appoint the Sponsor, as attorney in fact, to amend the Declaration, the Bylaws, the Rules and Regulations of the Condominium, or any of said documents under certain conditions set forth in the Power of Attorney.

"Property" means and includes collectively the Land and the Building, and all other improvements thereon, 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, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.

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

"Purchaser" shall mean a Purchaser of a Unit pursuant to a Purchase Agreement.

"Register's Offices" shall mean the Office of the Register of the City of New York.

"Rules and Regulations" means the rules and regulations made in accordance with the By-Laws of the Condominium as the same may be amended from time to time, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the Bylaws.

"Schedule A" shall mean the Section of the Plan entitled "Schedule A – Offering Prices of Units and Related Information".

"Schedule B" shall mean the Section of the Plan entitled "Schedule B – First Year's Budget". Schedule B is sometimes referred to herein as the First Year's Budget.

"Schedule B-1" shall mean the Section of the Plan entitled "Schedule B-1 – for Individual Energy Costs".

"Selling Agent" means the Sponsor, or any Selling Agent named in the Plan or any successor Selling Agent at any time in question.

"Service Equipment" shall mean all of the following now or hereafter installed in the Building, serving one or more Units or the Limited Common Elements, if any, appurtenant thereto: (i) pipes, wires, ducts, risers, cables, conduits and (ii) mechanical, electrical and other equipment, including antennas, satellite dishes and other communication devices.

"Signs" means any sign, advertisement, notice or other lettering.

"Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-Laws), in accordance with the By-Laws of the Condominium.

"Sponsor" means the promoter of the project and/or the Offering Plan to convert or create the particular parcel of property to Condominium Ownership. The Declarant under the declaration of Condominium for the Property is the Sponsor of the Offering Plan. 210 PAC LLC is the Sponsor and Declarant.

"Sponsor Designee" means any person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all of the rights of a Sponsor-designee. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee".

"Unit" means any space designated as a Unit in the Declaration.

"Unit Deed" shall mean the deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.

"Unit Designation" shall mean the number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the Floor Plans.

"Unit Owner" or **"Unit Owners"** means any owner or owners of a Condominium Unit in the Condominium. All of such Unit Owners are collectively referred to as "Unit Owner". "Unit Owner" and shall have the meaning ascribed to it in Article 9-B of the Real Property Law of the State of New York. Every Unit Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

"Unsold Unit" means any Unit held by the Sponsor or Sponsor's designee or any Construction Lender or Sponsor or Receiver appointed by such Construction Lender or a Purchaser at a foreclosure sale held by such Construction Lender or any designee of such Construction Lender or any entity acquiring Sponsor's Units by a deed in lieu of foreclosure. The owner of Unsold Units shall have the same rights, privileges, exemptions and benefits with respect to its Unsold Units as Sponsor has under this Plan and the Declaration and By-Laws with respect to the Units owned by Sponsor.

Article 7. – Use of Building and Units.

A. The Building shall be used as a Residential Condominium for residential use only.

B. The Sponsor or its designees shall have the right to maintain a general sales office in any Unit owned by it and to use such Unit as a model and for other promotional purposes.

C. Except to the extent prohibited by law, Declarant or its designee shall have the right, without the vote or consent of any Condominium Board, other Unit Owners, or the Mortgage Representatives (as such term is defined in the Bylaws), if any, to :

(a) make alterations, additions or improvements to any Unsold Units;

(b) change the use or layout of, or number of rooms of any Unsold Units from time to time;

(c) change the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Units, converting a Unit or any portion thereof to a General Common Element or a Limited Common Element, altering the boundary walls between any Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Unit) which exclusively benefit an Unsold Unit into such Unit;

(d) designate a General Common Element or a Limited Common Element, as part of a newly created Unit or Limited Common Element, or designate all or part of a Unit as a newly created General Common Element;

(e) amend the Certificate of Occupancy; and

(f) if appropriate, reapportion among the Unsold Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their percentage interests in the Common Elements; provided, however, that

(i) the percentage interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto;

(ii) Declarant or its designee, as the case may be, shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold each Condominium Board and all other Unit Owners harmless from any liability arising therefrom.

Notwithstanding the foregoing, a holder, insurer or guarantor of a first mortgage, upon written request to the Board of Managers, is entitled to timely written notice of (1) any proposed amendment of the condominium instruments effecting a change in (i) boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests 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 an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days; (5) Any lapse, cancellation or material modification of any insurance policy maintained by the Board of Managers.

The provisions of this Article may not be added to, amended, modified or deleted without the prior written consent of Declarant or its designee.

By written permission of the Condominium Board, which permission shall not be unreasonably withheld, any other Unit Owner may be given, with respect to his or her Unit, the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Units. Notwithstanding the other provisions of this Article, no reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the percentage interests of the respective Units in the Common

Elements immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered (i) at Declarant's election, by Declarant, the managing agent of the Condominium or any other person reasonably acceptable to the Condominium Board in the case of any Unsold Unit, and (ii) by either the managing agent of the Condominium, or any other person reasonably acceptable to the Condominium Board in the case of any other Unit.

D. The Building shall be used solely for the purposes for which the Units contained therein may be used under law.

Article 8. – Common Elements.

The Common Elements of the Condominium ("Common Elements") shall consist of all parts of the Property other than the Units and are comprised of (i) the general Common Elements (the "General Common Elements") which are described in this Article and the Limited Common Elements described herein.

General Common Elements.

The General Common Elements consist of:

(1) all portions of the Condominium other than the Units, including without limitation the land, walls and structural elements of the building, storage tank room, pump room, electric meter room, elevator mechanical room, recreation room, lobby, mail room, lobby lavatory, common gym, mechanical room (roof), roof common terrace and certain other portions of the building to be set aside for common use.

(2) Any of the following: all foundations, footings, columns, joists, exterior walls, interior walls, partitions, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls, window casements and frames, roofs and ceilings in, on or under the Building, separating a Unit from a General Common Element, and that portion of all such interior walls, partitions, floors and ceilings separating a General Common Element from a Unit and/or Common Elements and/or a Limited Common Element, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such General Common Element, as the case may be;

(3) All portions of the exterior walls beyond the hidden face of the interior gypsum board; all portions of the walls and partitions separating a Unit from other Units or Common Elements, located beyond the unexposed sides of the dry walls; the space between the hidden face of the ceiling board and the roof of the Building;

(4) All masonry walls, partitions, floors and ceilings in, on or under the Building, separating a Unit from another Unit;

(5) All central and appurtenant installations for services such as power, light, telephone, intercom, sewer, plumbing, drainage, hot and cold water distribution, heat, garbage disposal, master and cable television and other mechanical and electrical systems, waste piping and roof drains (including all pipes, flues, ducts, wires, cables and conduits used in connection therewith, whether located in Common Elements or in the Units);

(6) All interior portions of the Building, to the extent that the same are not expressly included as part of the General Common Elements pursuant to the terms herein;

(7) All other parts of the Property and all apparatus and installations existing in the Building or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

The Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of this Declaration and the By-Laws.

Limited Common Elements.

The Limited Common Elements consist of all portions of the Land and Building (other than the Units) that are for the use of one or more specified Units to the exclusion of all other Units. Without intending to limit the generality of the foregoing in any respect, the Limited Common Elements include the following:

1. Each Unit Owner shall have the exclusive use of the entrance to his Unit.

2. The portion of equipment, fixtures or facilities serving or benefiting one Unit, to the extent located within another Unit or within a common element to which there is no direct and exclusive access from the interior of a Unit. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Unit Owner who is so served or benefited by such Limited Common Element shall have the exclusive right to use such Limited Common Element and shall be responsible for the normal operation, maintenance and repair thereof at such Residential Unit Owner's sole cost and expense;

3. Terraces,

4. Storage rooms,

5. Parking spaces

6. Roof cabanas;

The cost of maintaining and repairing the Unit entrances will be included in the common charges payable by all Unit Owners. All other Limited Common Elements shall be repaired and maintained by the Unit Owners having exclusive use thereof.

No construction on or enclosures are permitted on the terraces, parking spaces and roof cabanas. The terraces, parking spaces and roof cabanas may not be enclosed.

Article 9. – Determination of Percentage of Common Interest in the Common Elements.

The undivided percentage of interest of each Unit in the Common Elements is based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Condominium Unit in accordance with Real Property Law Section 339-i.1(iv), based upon.

The percentage interest of all Units in the Common Elements is apportioned in the same proportion that the Units at the date of this Declaration bears to the then aggregate Common Interests of all of the Residential Condominium Units in the Condominium.

Article 10. – Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction of the Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building, or by reason of the repair and/or restoration by the Board of Managers of the Building, any Unit or the Common Elements, a valid easement for the encroachment and for the maintenance of the same so long as the Building stands, shall exist. In the event the Building, a Unit, any adjoining Unit, or any adjoining Common Element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, any and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

Article 11. – Easements.

(a) Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, flues, wires, ducts, cables, conduits, 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, flues, ducts, cables, wires, conduits, utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit to inspect the same, to prevent damage thereto, to remove violations therefrom

and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Property subject to any restrictions on such right as may from time to time be provided in the By-Laws. Each Unit and the Common Elements shall have an easement of support, subjacency and necessity and shall be subject to such easement in favor of all the Units and the Common Elements.

(b) The Sponsor, Sponsor-affiliates (hereinafter defined) and its designees, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across the Property for (i) construction, renovations, installation, maintenance, 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 (ii) 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 invitees, licensees, contractors employees and tenants (i) shall have an easement without the necessity of obtaining the consent of the Board of Managers and/or Unit Owners 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 and 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, oil, 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 on 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 its designee shall deem it necessary or desirable for the proper operation and maintenance of the Property of any portion thereof, or for the general health or welfare of any Unit Owner, or the residents of any property adjacent to the Property, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the 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 of access to any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such rights of 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 subparagraphs "b," and "c" of this Article "11" shall have the responsibility of repairing any damage resulting therefrom.

(e) The Sponsor and its designees, as the case may be (without the necessity of obtaining the consent of the Board of Managers or the Unit Owners) and the Board of Managers (without the necessity of obtaining the consent of the Board of Managers or the

Unit Owners) shall each have the right to establish, grant and create easements for any additional electric, transformer, amplifier, oil, cable television, telecommunication (including, without limitation internet facilities), telephone, water, sewer or other utility lines, flues, ducts and appurtenances including such equipment rooms as may be required in connection with the foregoing in, under and through the Property, including, without limitation, within any of the Units, and to relocate any existing utility, sewer and drainage easements in any portion of the Property including, without limitation, within any of the Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of a Unit (or the Limited Common Elements appurtenant thereto) after construction thereof without the consent of the owner of such Unit.

Article 12. – Power of Attorney to Board of Managers

Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine, following due authorization if required from the Unit Owners), to:

(a) acquire title to or lease any Unit, whose owner desires to surrender, same in the name of the Board of Managers or its designee, corporate or otherwise, and

(b) to convey, sell, lease, mortgage or otherwise deal with any such Unit so acquired or to sublease any Unit so leased by the Board of Managers;

(c) each Unit Owner shall grant to Sponsor and its designees and to the Board of Managers an irrevocable power of attorney coupled within interest and granted for valuable consideration, to execute, acknowledge and deliver any application, declaration, document or other instrument affecting the Condominium that the Sponsor or the Board of Managers deems necessary and appropriate to comply with any Law, zoning regulation, or requirement of the Department of Buildings or any other governmental authority applicable to the rehabilitation, maintenance, demolition, alteration, restoration or repair of the Property or any part thereof.

Article 13. – Acquisition of Units By Board of Managers.

In the event any Unit Owner shall surrender his or her Unit together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") pursuant to the provisions of Section 339-x of the New York Condominium Act, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective common interests. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of

Managers, or its designee, on behalf of all Residential Unit Owners, in proportion to their respective common interests.

Article 14. – Person to Receive Service of Process.

The Secretary of State of the State of New York is designated as agent of the Board of Managers of the Condominium (the "Board of Managers" or the "Board") upon whom process against it may be served at the Office of the New York State Department of State in the manner provided by applicable law. The Board of Managers shall file with the Secretary of State the name and post office address of the Condominium for purposes of receiving copies of any process served against the Board of Managers.

Article 15. – Amendment of Declaration.

(a) This Declaration may be amended with the approval of at least 66 2/3% in number and in common interest of all Unit Owners, in accordance with the provisions of the By-Laws, provided, however, that the common interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the consent of all Unit Owners affected.

(b) The Sponsor or its designee shall have the right without vote or consent of other Unit Owners, the Board of Managers or the holders of Unit mortgages, to execute or (on its request) to require the Board of Managers to execute and record in the Office of the Register of the City of New York, County of Kings and elsewhere if required by law, an amendment or amendments to this Declaration (together with such other documents, Plan and maps as may be required to effectuate the same) to reflect (i) any changes in Units and the reapportionment of the common interests resulting therefrom, made by the Sponsor or its designees) in accordance with Article 15 hereof or (ii) the completion of construction of the Building which shall not have been completed on the date of recording of this Declaration, including, but without being limited to, the final location, dimensions or size of the Building and the Units therein.

Any amendment to the Declaration of a material adverse nature must be agreed to by the mortgagees that represent at least 51% of the votes of units that are subject to mortgages.

Article 16. – Changes in the Sponsor-Owned 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 the 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, their 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 consents 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 Sponsor or its designees for a Unit adversely affected as result of the above changes, Purchasers shall have the right to rescind their Purchase Agreements and receive a refund of any deposit or Down Payment. The above changes, if made, will be disclosed in an amendment to the Offering Plan for the Property. For purposes, of this paragraph, the above changes shall not be considered adverse changes if made in the Offering Plan.

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 to subsequent to this Declaration.

Article 17. – Covenants Running with the Land.

(a) All provisions of this Declaration, the By-Laws and the Rules and Regulations (true copies of which are annexed hereto and made a part hereof), including, without limitations, the provisions of this paragraph shall, to the extent applicable and unless otherwise expressly herein and therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future owners, tenants and occupants of the Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and 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.

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

(c) Subject to the provisions of Article "18"(b), if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of the Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the land.

Article 18. – Covenant of Further Assurances.

(a) Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transition.

(b) If any Unit Owner, the Board or any other party which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses,

within 10 days after request therefore, to take any action which the Board, Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board which represents such Unit Owner or other party hereby authorized as attorney-in-fact for such Unit Owner, or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

(c) If any Unit Owner, the Board or any other party subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within 10 days after request therefore, to take any action which the Board, Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration at the request of Sponsor, then Sponsor is hereby authorized as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action, in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party, as the case may be.

Article 19. – Successors and Assigns.

The rights and/or obligations of Sponsor or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Sponsor or its designee or, with the consent of Sponsor or its designee, any transferee of all then Unsold Units. Subject to the foregoing, Sponsor, or its designee, shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by merger, consolidation, lease, assignment or otherwise.

Article 20. –Termination of Condominium.

The Condominium shall continue and shall not be subject to an action for partition until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws or (b) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by a vote of at least 80% in number and in common interest of all Unit Owners. Sponsor or its designee will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least 80% in number and in common interest of all other Unit Owners so elect for such withdrawal, at which time Sponsor or its designee may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective common interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his share of such net proceeds all liens on his Unit, in the order of priority of such liens.

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 offering plan unless the approval of the eligible holders of first mortgages on units which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated, is obtained.

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.

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.

Article 21. – Definition of "Sponsor-designee"; "Sponsor-affiliate".

The term "Sponsor-designated (alternatively referred to as designee of Sponsor or Sponsor-affiliate) as used in this Declaration shall mean any person or entity designated by the Sponsor to acquire title to a Unit. 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".

Article 22. – Invalidity.

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Article 23. – Waiver.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Article 24. –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 or the intent of any provision hereof.

Article 25. – Gender.

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Article 26. – General.

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

IN WITNESS WHEREOF, the Sponsor has caused this Declaration to be executed this ____ day of _____, 201__.

210 PAC LLC
a New York limited liability company

By: _____
Name:
Title: Authorized Signatory

State of New York) ss.:
County of _____)

On the ____ day of _____ in the year 201__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A
TO THE DECLARATION OF
210 Pacific Condominium

PROPERTY DESCRIPTION

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Pacific Street distant 62 feet 5 inches easterly from the corner formed by the intersection of the southerly side of Pacific Street with the easterly side of Court Street;

RUNNING THENCE southerly and nearly parallel with Court Street, 101 feet to a point, distant 61 feet 10 inches easterly from the easterly side of Court Street on a line drawn parallel with the southerly side of Pacific Street;

THENCE easterly parallel with the southerly side of Pacific Street, 53 feet;

THENCE northerly parallel with the first mentioned course, 101 feet to the southerly side of Pacific Street;

RUNNING THENCE, westerly along the southerly side of Pacific Street, 53 feet to the point or place of BEGINNING.

Schedule B

Notes to Schedule B

All public streets and adjoining property will be improved with street pavement, curbs and sidewalks in accordance with Department of Highways rules and regulations. Off-site and on-site drainage will comply to the Department of Sewers and Building Code requirements. All storm water runoff shall be collected at yard drains and gutters and connected to the storm drywells, and to the storm sewer in the city street. All piping to be installed as per the Approved Drainage Plan.

CONDOMINIUM BY-LAWS

MM. CONDOMINIUM BY-LAWS

Condominium By-Laws

Name: **210 PACIFIC CONDOMINIUM**

Sponsor: **210 PAC LLC**
31 Union Square West, Suite 2D,
New York, New York 10003

Rosen Law LLC
1010 Northern Boulevard, Suite 322
Great Neck, New York 11021

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BY-LAWS
of
210 Pacific Condominium

ARTICLE I. Plan of Unit Ownership

Section 1 - Unit Ownership.

The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium, as well as certain obligations of the Unit Owners therein.

All terms used in these By-Laws which are capitalized and are not defined herein shall have the same definition as in the Declaration of which these By-Laws are a part (such Declaration as amended from time to time being herein referred to as the Declaration").

The land and Building located in the County of Kings, City of New York, State of New York, at 210 Pacific Street, Brooklyn, New York (hereafter called the "Property") has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the office of the City Register of the City of New York, simultaneously herewith and shall hereinafter be known as 210 Pacific Condominium (hereafter called the "Condominium"). The apartments are herein sometimes called "the Units." The owner of a Unit is herein referred to as a "Unit Owner".

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 Building and all other improvements thereon (including the Units, and the Common Elements and Limited Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

Section 3 - Application.

All present and future owners, mortgagees, lessees, sublessees, 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, each as amended from time to time.

The acceptance of a deed or conveyance or the entering into of a lease or sublease for, 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 – Principal Office.

The principal office of the Condominium and the Board of Managers shall be located at the Property or at such other place within the County of Kings, State of New York reasonably convenient thereto as may be designated by the Board of Managers.

ARTICLE II. Board of Managers

Section 1 - Number and Qualification.

The Sponsor shall call the first meeting of Unit Owners within 90 days after the earlier of (a) 75% of the Units have been conveyed to Purchasers or (b) within three years from the conveyance of the first unit to a Purchaser. At the first meeting, a three (3) member Board of Managers shall be elected by the Unit Owners, unless Sponsor owns at least one unit, in such event, Sponsor shall appoint one (1) member of the Board of Managers at all times and years that Sponsor owns at least one Condominium Unit and an election shall be held for two (2) members of the Board of Managers.

Until the first meeting, the Sponsor shall control the Board of Managers ("Sponsor Control Period").

Annual meetings will be held each annual anniversary from the first meeting of the Unit Owners although no change in control will occur until the provisions set forth herein are met.

The By-Laws authorize the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the secretary by not less than 25% in common interest, in the aggregate, of the Unit Owners.

After the initial Sponsor Control Period expires, the By-Laws do not require that the majority of the Board consist of owner occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., as a home as opposed to an investment.

After the initial Sponsor Control Period, a majority of Board Members will not be Sponsor affiliates.

All members of the Board of Managers (other than the designees of the Sponsor) shall be Unit Owners, mortgagees of Units, partners or employees of a partnership owning a Unit or a mortgage covering a Unit, shareholders, officers, directors or employees of corporate owners or corporate mortgagees of Units, or fiduciaries or officers or employees of fiduciaries who are owners or mortgagees of Units.

The term of office of the members of the Board of Managers shall be one year or until their successors are elected, whichever is later.

All terms of the members of the Board of Managers term shall expire annually.

All members of the Board of Managers shall be owners, spouses of owners, or mortgagees of Units, or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, directors, stockholders or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries or officers or employees of such fiduciaries, or in the case of the Sponsor or Sponsor-affiliates, shall be designees of the Sponsor.

Persons designated by the Sponsor or Sponsor-affiliate under this Article need not be Unit Owners.

As used in these By Laws, the term "Sponsor-affiliate" shall mean any person or entity which the Sponsor may designate to acquire title to a Unit. Such term is used interchangeably with and is intended to have identical meaning with the term "Sponsor-designee" as used in the Declaration, Offering Plan and other documents related to the Condominium. A "Sponsor-affiliate" 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-affiliate".

Each member may be re-elected any number of times.

Section 2 - Powers and Duties.

The Board of Managers shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, use, care, upkeep, maintenance and replacements of the Common Elements and Limited Common Elements as described in the Declaration;

(b) Determination of the common charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property and the Units;

(c) Collection from the Unit Owners of the common charges of the Condominium;

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements (which shall be determined by the Board of Managers, in its sole discretion);

(e) Adoption of an amendment and additions to the Rules and Regulations subject to the limitations hereinafter set forth in these By-Laws, covering the details of the operation and use of the Property;

(f) Opening and maintaining of bank accounts on behalf of the Condominium and designating the signatories required therefore;

(g) Accepting the conveyance of Units surrendered by Unit Owners to the Board of Managers, or purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Board of Managers;

(h) Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(i) Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interest in real and personal property for use in connection with ownership and operation of the Property as a Condominium, as described in the Declaration and these By-Laws;

(j) Obtaining insurance for the Property, including the Units, pursuant to the provisions of Article V, Section 2 hereof;

(k) Making of repairs, additions and improvements to or alterations of the property and making of repairs to and restoration of the property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(l) Leasing portions of the Common Elements and granting of licenses for vending machines;

(m) Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by, the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners;

(n) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units or rights and interest in real and personal property for use in connection with the ownership and operation of the property as a residential Condominium, on behalf of all Unit Owners;

(o) Granting of licenses of Common Elements;

(p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of a two-thirds percent (66 2/3rds) of all Unit Owners in number and in common interest obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of $5,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements, or except as expressly permitted in Section 339-jj of the Real Property Law, without the consent of the Unit Owner and (iii) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Board of Managers pursuant to the subparagraph (p) is not repair by the Board of Managers, any Unit Owner who pays to the creditor thereunder such proportion thereof as his Common Interest bears to the Common Interests of all the Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or shall have the right to file against such Unit Owner's Unit.

(q) Enforcing obligations of Unit Owners, including without limitation, levying reasonable fines against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Condominium;

(r) Adjusting and settling claims under insurance policies obtained pursuant to Article V, Section 2 and executing and delivering releases upon settlement of such claims on behalf of all Unit Owners;

(s) Executing, acknowledging and delivering of any declaration or other instrument affecting the Property (i) which the Board of Managers deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of any governmental authorities applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property, permitted hereunder or under the Declaration or (ii) upon request of a Unit Owner;

(t) Preparing, executing and recording on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest (i) amendments of the Declaration and/or these By-Laws, whenever in the judgment of the Board of Managers it is advisable to consolidate and restate all amendments theretofore made to the Declaration and/or By-Laws;

(u) Granting utilities or other easements as may, from time to time, be required for the benefit of the Condominium and Unit Owners and controlling power shut-offs and other interruptions of the normal functioning of the Condominium, to facilitate repairs to and renovations of particular Units and/or of the Common Elements. In making determinations in this area, the Board of Managers will make all reasonable efforts to

disrupt the operations of the Unit Owners as little as possible under the circumstances then prevailing;

(v) Investing any excess funds in savings accounts, treasury bills, certificates of deposit or other such money market instruments and funds which invest in any such instruments.

(w) To impose move-in fees and charges and transfer fees in connection with the sale or lease of a Residential Unit, provided no such fees or charges or other conditions of transfer or lease may be imposed upon Sponsor;

(x) To hire or employ professionals to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate.

Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or any Sponsor-affiliate shall continue to own a Unit, the Board of Managers may not, without the Sponsor's or Sponsor-affiliate's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any common charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund or (iii) hire any employee in addition to the employees referred to in the Plan of Condominium Ownership or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first closing of title to an apartment Unit or (v) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (vi) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees.

At no time will the Board of Managers interfere with: the offer and sale or leasing of Units; operation of general or sales and leasing offices on the premises, actions necessary for construction, renovation, repair or correction on the premises, as required by Sponsor. The Sponsor or Sponsor-affiliate shall have the right to withhold its consent to any of the foregoing actions, except Sponsor may not withhold its consent to any action which affects the health and safety of the occupants of the building.

Mortgagees and guarantors of any mortgage on any unit must receive timely written notice of Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; Any 60 day delinquency in the payment of assessments or charges owned by the owner of any unit on which it holds the mortgage; A lapse, cancellation or material modification of any insurance policy maintained by the condominium; and Any proposed action that requires the consent of a specified percentage of mortgagees. There is implied approval when a mortgagee fails to submit a response to any written proposal for an amendment within sixty days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail with a return receipt requested.

Section 3 - Managing Agent and Manager.

The Board of Managers may employ a managing agent and/or manager (including the Sponsor or a corporation organized or controlled by the Sponsor) for the Condominium at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize.

The Board of Managers may delegate to any manager or managing agent all of the powers granted to the Board of Managers by these By-Laws including but not limited to the duties listed in subdivisions (a), (c), (d), (j) and (k) of Section 2 of this Article II.

However, in no event may the Board of Managers delegate to the manager or managing agent, the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (l), (m), (n), (o), (p), (q), (r), (s), (t), (u), and (v) of Section 2 of this Article II.

The Board of Managers may terminate or replace the managing agent, if any, employed for the operation of the property at any time by a majority vote of the Board of Managers.

The Board of Managers may retain such attorneys, accountants and other professionals as it deems advisable in exercising any of the powers enumerated in Section 2 of this Article II.

Section 4 - Election and Term of Office.

The term of office of the members of the Board of Managers elected by Unit Owners other than the Sponsor or a Sponsor-affiliate at the first meeting of Unit Owners held pursuant to Section 1 (a) of Article III of these By-Laws shall expire on the date of the second meeting of Unit Owners held pursuant to Section 1 (b) of Article III of these By-Laws.

Except as provided in Section 1(d) of Article III, at the second meeting of the Unit Owners the term of office of the new members of the Board of Managers shall be fixed at one (1) year and the members of the Board shall serve until a new Board of Managers is elected at the next annual meeting.

Section 5 - Resignation and Removal of Members of the Board of Managers.

Resignation.

Any member of the Board of Managers may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the President or Secretary of the Condominium. Such resignation shall take effect at the time specified therein provided no resignation shall be effective prior to receipt thereof by the President or Secretary. Acceptance of such resignation shall not be specifically requested or required.

Removal.

At any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers, other than a member designated by the Sponsor or a Sponsor-affiliate, may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. A member of the Board of Managers designated by the Sponsor or a Sponsor-affiliate, may only be removed by the Sponsor or a Sponsor-affiliate, respectively, and only they shall have the right to designate a replacement.

Member of Board of Managers Who Has Sold Unit.

If a member of the Board of Managers ceases to be a Unit Owner or Unit mortgagee (or a partner, officer, director, stockholder or employee of a partnership or corporate owner or mortgagee or fiduciary owner or mortgagee), unless such member is a designee of the Sponsor or a Sponsor-affiliate, he shall be deemed to have resigned effective as of the date such ownership or mortgage interest ceased.

Section 6 - Vacancies.

Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until the next annual meeting of the Unit Owners, at which meeting a successor shall be elected for such member.

Notwithstanding the foregoing, vacancies of members designated by the Sponsor or a Sponsor-affiliate, shall be filled only by the Sponsor or Sponsor-affiliate, respectively.

Section 7 - First Meeting of Board of Managers.

The first meeting of the members of the Board of Managers shall be held immediately following the first meeting of the Unit Owners and no notice shall be necessary to the newly elected members of the Board of Managers legally to constitute such meeting, provided that a majority of the members of the Board of Managers shall be present at such first meeting.

Section 8 - Regular Meetings.

Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or facsimile transmission, at least three (3) business days prior to the day named for such meeting.

Section 9 - Special Meetings.

Special meetings of the Board of Managers may be called by the President on three (3) business days notice to each member of the Board of Managers, given by mail or facsimile transmission, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Section 10 - Waiver of Notice.

Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. Any one or more members of the Board of Managers or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11 - Quorum of Board of Managers.

At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers.

If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Any action required or permitted to be taken by the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board or the

committee consent in writing are filed with the minutes of the proceedings of the Board or the committee.

Section 12 - Fidelity Bonds.

The Board of Managers shall obtain adequate fidelity bonds for all officers and employees of the Condominium and or the managing agent handling or responsible for Condominium funds. The premiums for such bonds shall constitute a common expense.

Section 13 - Compensation.

No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 14 - 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 liability to others arising from their acts as, or by reason of the fact that such person was, a member 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 within the scope of their authority. 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 interest in the Common Elements bears to the interests of all 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 agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that any liability of a Unit Owner 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. Members of the Board of Managers designated by the Sponsor or a Sponsor-affiliate shall not incur any liability for self-dealing in connection with any contract made by the Board of Managers on behalf of the Unit Owners with the Sponsor or a Sponsor-affiliate, respectively, provided that any compensation paid under such contract shall be at then competitive rates for similar goods and services in the County of Kings, City and State of New York.

Section 15 - Executive Committee.

The Board of Managers may, by resolution duly adopted, appoint an Executive Committee to consist of one (1) or more members of the Board of Managers, at least one

of whom shall be a member designated by the Sponsor, or a Sponsor-affiliate so long as the Sponsor, or a Sponsor-affiliate has the right to designate a member of the Board.

Such Executive Committee shall have and may exercise all the powers of the Board of Managers in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common charges and expenses required for the affairs of the Condominium, (b) to determine the common charges payable by the Unit Owners to meet the common charges and expenses of the Condominium, (c) to adopt or amend the Rules and Regulations covering the details of the operation and use of the Property or (d) to exercise any of the powers set forth in subdivisions (g), (h), (i) and (o) of Section 2 of Article II.

Section 16 - Other Committees.

The Board of Managers may by resolution create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. The members of any such committee, at least one of whom shall be designated by the Sponsor, or a Sponsor-affiliate so long as the Sponsor, or a Sponsor-affiliate has the right to designate a member of the Board, shall be appointed by the President of the Condominium. Such committee shall not have power to do any act which the Executive Committee may not do under subsections (a)-(d) of Section 15 of Article II.

ARTICLE III. Unit Owners

Section 1 - Annual Meetings.

The Sponsor shall call the first meeting of Unit Owners within 90 days after the earlier of (a) 75% of the Units have been conveyed to Purchasers or (b) within three years from the conveyance of the first unit to a Purchaser. At the first meeting, a three (3) member Board of Managers shall be elected by the Unit Owners, **unless Sponsor owns at least one unit, in such event, Sponsor shall appoint one (1) member of the Board of Managers at all times and years that Sponsor owns at least one Condominium Unit and an election shall be held for two (2) members of the Board of Managers.**

Until the first meeting, the Sponsor shall control the Board of Managers.

(b) Sponsor's Right to Elect Members of the Board of Managers.

The Sponsor or its designees shall have voting control of the Board of Managers until the earlier of (a) 75% of the Units have been conveyed to Purchasers or (b) within three years from the conveyance of the first unit to a Purchaser at which time, the three (3) members designated by the Sponsor will resign and a vote will be held to elect three (3)

new members to the Board of Managers to comprise a three (3) member Board of Managers elected by all Unit Owners.

(c) Annual meetings.

Annual meetings of Unit Owners shall be held on the first anniversary of the first meeting of Unit Owners and annually thereafter unless such day shall fall on a Saturday, Sunday or legal holiday, in which event the meeting for that year shall be held on the succeeding Monday.

Section 2 - Place of Meetings.

Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3 - Special Meetings.

It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by not less than 25% in common interest, in the aggregate, of Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4 - Notice of Meetings.

It shall be the duty of the Secretary to deliver or mail a notice of each annual or special meeting of the Unit Owners, at least ten (10) but not more than twenty (20) days prior to such meetings, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the Property or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least thirty (30) days prior to such meeting. The delivery or mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5 - Adjournment of Meetings.

If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6 - Order of Business.

The order of business at all meetings of the Unit Owners shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Report of Board of Managers and/or Managing Agent.

(f) Reports of committees.

(g) Election of inspectors of election (when so required).

(h) Election of members of the Board of Managers (when so required).

(I) Unfinished business.

(j) New business.

The order of business of all special meetings of the Unit Owners shall conform to the foregoing to the extent practicable.

Section 7 - Title to Units; Status of Holder of Title as Unit Owner.

Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary, non-profit organization or governmental entity (upon waiver of diplomatic immunity, as, if and when required by the Board of Managers). 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. The above shall not constitute consent or approval of any activity not permitted under existing Certificate of Occupancy, zoning requirements or other applicable law or regulation.

Section 8 - Voting.

The owner or owners of each Unit (except the Board of Managers), or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the

owner or owners so designating. Any or all of such owners may be present at any meeting of the Unit Owners and (those constituting a group acting unanimously) may vote or take any other action as a Unit Owner either in person or by proxy.

The total number of votes of all Unit Owners shall be 100 and each Unit Owner (including the Sponsor or Sponsor-affiliates, if the Sponsor or Sponsor-affiliates shall then own or shall then hold title to one or more Units) shall be entitled to cast a vote at all meetings of the Unit Owners equal to his percent of interest in the Common Elements applicable to his Unit.

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

When voting for members of the Board of Managers, the voting shall be by ballot and each ballot shall state, among other things, the name of the Unit Owner voting and the Common Interest appurtenant to this Unit and in addition the name of the proxy if such ballot is cast by a proxy.

No designation to act as a proxy shall be effective for a period in excess of six months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor.

Section 9 - Majority of Unit Owners.

As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10 - Quorum.

Except as otherwise provided in these By-Laws or the Declaration, the presence in person or by proxy of Unit Owners having one-third of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 11 - Majority Vote.

The vote of a majority of Unit Owners by percentage of common interest at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Declaration, these By-Laws, or by law, a higher percentage vote is required.

Section 12 - Action Without Meeting.

Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-

Laws or applicable law consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the records of the Condominium.

ARTICLE IV. 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 an Assistant Treasurer, an Assistant Secretary, and 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. Any single person may hold any combination of offices except that the office of President and Vice President shall be held by different persons.

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.

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. However, a member of the Board of Managers may not be removed by the Board of Managers without the express written consent of the Sponsor.

Section 4 - President.

The President shall be the chief executive officer of the Condominium and must be a member 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 members of committees created by the Board of Managers 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. The President shall be a member of the Board of Managers.

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. The Vice President shall be a member of the Board of Managers.

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 monies 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 - Agreement, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two persons who shall be officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9 - Compensation of Officers.

No officer shall receive any compensation from the Condominium for acting as such.

Section 10 - 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 indemnify and hold harmless each of the officers of the Condominium against all liability to others arising from their acts as, or by reason of the fact that such person was an officer. It is intended that officers 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 also intended that the liability of any Unit Owner arising out of any contract made by any officer or out of the aforesaid indemnity in favor of the officers shall be limited to such proportion of the

total liability thereof as his interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements. Every agreement made by any officer 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 agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that any liability of a Unit Owner thereunder shall be limited to such proportion of the total liability of a Unit Owner thereunder as his interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements. Officers designated by the Sponsor or Sponsor-affiliate shall not incur any liability for self-dealing in connection with any contract made by such officers on behalf of the Unit Owners with the Sponsor, or a Sponsor-affiliate, provided that any compensation paid under such contract shall be at then competitive rates for similar goods and services in the County of Kings, City and State of New York.

ARTICLE V. 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 Condominium, determine the amount of the common charges payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such common charges and expenses among the Unit Owners according to their respective common interests. The Common Expenses shall include 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 Section 2 of this Article V. The Common Expenses may also include such amount as the Board of Managers may deem proper for the operation and maintenance of the Property, 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 by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of 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 Common 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 (and their respective mortgagee, if required). Until the Sponsor or Sponsor-affiliate has conveyed title to all the Units to Purchasers thereof, the Board of Managers can reduce the amount of common charges allocated to the Units and payable by Unit Owners (including the Sponsor or Sponsor-affiliate as owner of any unsold Units) provided that so long as the Sponsor or Sponsor-affiliate controls the Board of Managers the common charges will not be reduced below the amount necessary to operate the Property.

The Sponsor or Sponsor-affiliate shall be responsible for the common charges assessed against a Unit owned by it from the date of the first conveyance of title to a Unit

in the Building in which such Sponsor-owned Unit is located 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:

Property Insurance:
Building - $6,500,000;
Business Income – Actual Loss Sustained;
Deductible - $2,500
Inflation Guard – 4%
Equipment Breakdown

Commercial General Liability Insurance:
Premises Liability - $2,000,000 Aggregate
Each Occurrence - $1,000,000
Medical Payments - $5,000 per person
Products / Completed Operations Aggregate - $1,000,000
Personal and Advertising Injury - $1,000,000
Excess Liability - $1,000,000
Earthquake - $250,000
Ordinance or Law - $250,000
Flood / Broad Form Water - $250,000
Employee Dishonesty - $25,000

Directors and Officers Liability Insurance:
Wrongful Act / Annual Aggregate - none

And such other insurance as the Board of Managers may determine.

The insurance policy shall be in an amount equal to 100% of the current replacement cost of the condominium exclusive of land, foundation, excavation and other items normally excluded from coverage.

The insurance policy shall include an "Agreed Amount Endorsement" and if available, an "Inflation Guard Endorsement".

All policies of physical damage insurance shall, if possible, contain waivers of subrogation and waivers of any defense based on insurance or of pro-rata reduction of liability or of invalidity arising from any acts of the insured, 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 Units. 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 Units at least ten (10) days

prior to expiration of the 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 (exclusive of the cost of excavation and foundations), including all of the Units, and all of the Common Elements therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

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 each member of the Board of Managers, the managing agent, the manager, and each Unit Owner and covering all claims for bodily injury or property damage, arising out of any occurrence in the Common Elements or the Units, except such policy shall not cover liability of a Unit Owner arising from an occurrence within his own Unit. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Managers shall review such limits once each year.

Until the first meeting of the Board of Managers following the second meeting of the Unit Owners, such public liability insurance shall be a single limit of not less than **$2,000,000** covering all claims for bodily injury or property damage arising out of one occurrence and including property damage and water damage legal liability claims.

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

Insurance proceeds with respect to loss shall be payable to the Board of Managers or the Unit Owner entitled to adjust such loss.

Section 3 - Repair or Reconstruction After Fire or Other Casualty.

In the event of damage to or destruction of the Building as a result of fire or other casualty (unless such damage or destruction shall give a Unit Owner or lienor a right of partition as provided by Article 9-B of the Real Property Law of the State of New York), the Board of Managers shall arrange for the prompt repair and restoration of the Building.

If 75% or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of all Unit Owners do not within sixty (60) days from the date of such damage or destruction, duly 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 accordance with the provisions of Article 9-B of the Real Property Law of the State of New York, the Property will not be repaired and the net proceeds of sale, together with the net proceeds 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 among all the Unit Owners in proportion to their respective common interest, 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.

Any action to terminate the legal status of the condominium after substantial destruction or condemnation must be agreed to by the mortgagees representing at least 51% of the units which have mortgagees.

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 offering plan unless the approval of the eligible holders of first mortgages on units which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated, is obtained.

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.

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.

Section 4 - Payment of Common Charges.

The term "Common Charges" shall mean any charge assessed by the Board of Managers against any Unit Owner. All Unit Owners shall be obligated to pay to the Board of Managers the general common charges assessed to it by the Board pursuant to these By-Laws at such time or times (but not less than monthly) as the Board determines. 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 this Article V which charges shall be payable in advance on the first day of each month or at such time or times as the Board of Managers shall subsequently determine. The common charges payable by each Unit Owner will be computed in accordance with his proportionate interest in the Common Elements.

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 (made in accordance with the provisions of Section 1 of Article VII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VII hereof. A Purchaser of a Unit shall be liable for the payment of common charges

assessed against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other Purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be, subject to a lien for the payment of common charges assessed prior to the foreclosure sale other than as permitted by existing law at the time of the foreclosure sale or for a maximum of six months arrears of regularly budgeted common charges or which accrued before acquisition of title to the unit by the mortgagee..

Section 5 - Default in Payment of Common Charges and Violations.

In the event any Unit Owner fails to make payment of Common Charges when due to the Condominium, such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of $150.00 or one percent (1%) of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid, and (b) interest at the rate of two percent (2%) per month (but in no event in excess of the maximum rate permitted by law) on which unpaid amounts computed from the due date, thereof, together with all costs and expenses, including without limitation, reasonable attorneys' fees paid or incurred by the Board of Managers or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by law. All such "late charges", interest, reasonable attorneys' fees, costs and expenses shall be added to and shall constitute Common Charges due to the Condominium payable by such Unit Owner.

Board of Managers shall have the right to levy against Unit Owners such just and appropriate fines as it deems advisable for noncompliance with any of the provisions of the Declaration, these By-Laws or the Rules and Regulations of the Condominium. All such fines shall be added to and shall constitute Common Charges payable by such Unit Owner. Until such time as the By-Laws or Rules and Regulations are amended, the fine for each violation of any portion of the By-Laws or Rules and Regulations shall be $100.00 for the first offense and $250.00 for the second offense within and $1,000.00 for the third and any subsequent violation in any six month period. The Board of Managers may file a lien as provided for in Section 339-aa of the Real Property Law on Units which are more than thirty (30) days in arrears of common charges. The Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of common charges while Sponsor is in control of the Board of Managers. Interest on the lien shall accrue at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is lower and the Board of Managers may sell the lien to any third party.

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 pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to

the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Managers), convey or otherwise deal with the same. An action to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same. In the event the net proceeds received on a foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficiency.

No Unit Owner shall be liable for the payment of any part of the Common Charges against his Unit accruing subsequent to a sale or other conveyance by him of such Unit, together with its Appurtenant Interest, provided that no violation of any provision of the Declaration or these By-Laws then exists with respect to such Unit. Any Unit Owner may, by conveying his Unit and its Appurtenant Interest to the Board of Managers, or its designee, corporate or otherwise, exempt himself from the liability for Common Charges accruing after such conveyance, subject to the terms and conditions of these By-Laws provided that at the time of such conveyance (a) such Unit is free and clear of liens and encumbrances other than a Permitted Mortgage and the statutory lien for Common Charges and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit. A Purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except as hereinafter provided. A Purchaser of a Unit at a foreclosure sale pursuant to a Permitted Mortgage against such Unit (including, without limitation, such Permitted Mortgagee) shall not be liable, sand such Unit shall not be subject to a lien, for the payment of Common Charges, accrued and unpaid against such Unit prior to the acquisition by said Purchaser of such Unit. However, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Chargers which accrued prior to such sale.

Section 339-kk of the Real Property Law is applicable to the Condominium which provides:

(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 rents 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 of Managers 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 or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts 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 owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers 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.

Section 7 - Statement of Common Charges and Assessments.

The Board of Managers (or a managing agent on its behalf) shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid common charges and assessments due from such Unit Owner.

Section 8 - Abatement and Enjoinment of Violations by Unit Owner.

The violation of any rule or regulation adopted by the Board of Managers, or the breach 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, 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. In connection with the foregoing, the Board of Managers shall have all of the rights of enforcement granted pursuant to Section 339-j of Article 9-B of the Real Property Law of the State of New York.

Section 9 - Maintenance and Repairs.

(a) All maintenance, repairs and replacements to a Unit and Limited Common Elements to which a Unit Owner has exclusive use, whether structural or non-structural, ordinary or extraordinary, (other than maintenance of and repairs to any Common Elements contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such Unit) shall be made by the owner of the Unit.

Electrical, plumbing, heating, and air conditioning equipment remains the sole responsibility of the Unit Owner. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements, that his failure to do so may engender. Notwithstanding the foregoing, the hot water heaters will be maintained, repaired and replaced by the Board of Managers.

(b) All maintenance, repairs and replacements to the Common Elements (other than the Limited Common Elements described in Section 9(a) above), whether located inside or outside of the Units, (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Managers and be charged to all the Unit Owners as a common expense.

(c) Notwithstanding the above, the Board of Managers shall have the responsibility (which shall constitute its only responsibility regarding those items) of painting or refinishing the exterior of the frames of windows opening out of the Units.

(d) In the event that there are "lot line" windows, meaning that there are some or all windows that must be closed and/or sealed if the New York City Department of Building requires same, the cost of doing so will be borne by all of the Unit Owners as a Common Expense of the Condominium.

(e) The interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted and no neon or colored lights may emanate therefrom and neither the windows, window frames nor mullions may be modified, altered or replaced without the consent of the Board of Managers.

(f) The interior and exterior glass surfaces of all windows located in any Unit shall be washed and cleaned by the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense. No Unit Owner or occupant shall clean or permit to be cleaned any window or require, permit or allow it to be cleaned from the outside in violation of Section 202 of the Labor Law of the State of New York, or any future law or like import, or (if applicable) in violation of the rules of the Board of Standards and Appeals of the City of New York or any other governmental authority having jurisdiction over the Land or the Building. Each Unit Owner shall indemnify the Condominium Board and the other Unit Owners, and their respective agents and employees, for all losses, damages or fines suffered by any of them as a result of a violation of the aforesaid laws, ordinances, regulations or rules. Any replacement of glass windows located in any Unit because of

breakage or otherwise shall be made by the Unit Owner thereof at the sole cost and expense of the Owner (unless such breakage is caused by the Condominium Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such Unit Owner). Notwithstanding the foregoing, prior to the replacement of any glass window, the Unit Owner must obtain the prior written approval of the Condominium Board, with respect to the type of replacement windows installed. The public areas of the Building and those residential areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building as determined by the Condominium Board in its sole discretion, by (i) the Condominium, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior surfaces of windows and window treatments in, or appurtenant to the Unit.

(g) The exterior of all front doors of Units shall not be painted or decorated other than with the consent of the Board.

(h) It shall be the obligation of the Board of Managers to clean the sidewalks surrounding the Building and to remove snow therefrom. The cost of such cleaning and snow removal, and the cost of repairing and replacing the sidewalks shall be a Common Expense.

(i) It shall be the obligation of the Board of Managers to clean the parking areas (if any) and to remove snow therefrom. The cost of such cleaning and snow removal shall be a Common Expense.

Section 10 - Violation of Maintenance Obligations.

In the event that any Unit Owner, after receipt of written notice from the Board, fails or neglects in any way to perform any obligations of his with respect to the painting, decorating, maintenance, repair or replacement of Limited Common Elements or his Unit as provided in this Article V or any Common Elements for which such Unit Owner is responsible under the Declaration or these By-Laws, the Board may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within five days after receiving notice of such default by the Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement, together with interest thereon at the rate of five percent (5%) per month (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

Section 11 - Limited Common Elements.

The Limited Common Elements consist of all portions of the Land and Building (other than the Units) that are for the use of one or more specified Units to the exclusion of all other Units. Without intending to limit the generality of the foregoing in any respect, the Limited Common Elements include the following:

(1) Terraces,

(2) Parking spaces,

(3) Storage rooms

(4) Roof cabanas,

(5) Each Unit Owner shall have the exclusive use of the entrance to his Unit;

(6) The portion of equipment, fixtures or facilities serving or benefiting one Unit, to the extent located within another Unit or within a common element to which there is no direct and exclusive access from the interior of a Unit. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the Unit Owner who is so served or benefited by such Limited Common Element shall have the exclusive right to use such Limited Common Element and shall be responsible for the normal operation, maintenance and repair thereof at such Residential Unit Owner's sole cost and expense;

The cost of maintaining and repairing the Unit entrances will be included in the common charges payable by all Unit Owners. All other Limited Common Elements shall be repaired and maintained by the Unit Owners having exclusive use thereof.

No construction on or enclosures are permitted on the terraces, parking spaces and roof cabanas.

The Board of Managers will have the responsibility of maintaining and repairing the entrance to each Unit, and the cost thereof will be included in the common charges payable by all Unit Owners unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. All other Limited Common Elements shall be repaired and maintained by the Unit Owners having exclusive use thereof;

Section 12 - Heating, Hot Water and Air-Conditioning Systems.

All maintenance, repairs and replacements to the air conditioning systems and heating systems shall be made by the Unit Owners to the systems servicing their own Units. Any maintenance, repairs and replacements of the air conditioning systems and heating systems located inside each Condominium Unit, excluding the piping, shall be made by the Unit Owner at the Unit Owner's expense.

All maintenance, repairs and replacements to the hot water heaters shall be made by the Board of Managers..

Section 13 - 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 provisions:

(a) All Residential Condominium Units shall be used by Unit Owners (other than the Sponsor or Sponsor-affiliates) for residences. The Sponsor or Sponsor-affiliates 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; and (iii) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction of the Building and to comply with its obligations;

(b) The Common Elements and Limited 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 unreasonably interferes with the peaceful possession or proper use of the Property by its residents or occupants;

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or 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 complied with, 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 (other than the entire Unit and its appurtenant interests) may be rented, and no transient tenants may be accommodated therein, except that a non-residential Unit may be subdivided with Sponsor's consent, provided that Sponsor owns a Unit at the time of such subdivision;

(f) Rules and regulations concerning the use of the Units, the Common Elements and the Limited Common Elements may be promulgated and amended from time to time by the Board of Managers provided that copies of such rules and regulations are furnished to each Unit Owner not less than 5 days prior to the time that they become effective. Any Rule or Regulation may be rescinded by vote of 70% of the Unit Owners at a meeting duly called for such purpose. No such Rule or Regulation shall interfere with the possession, maintenance, use or enjoyment of any Unit owned by Sponsor or a Sponsor-affiliate. The Condominium's initial Rules and Regulations are attached hereto as Schedule A.

Section 14 - Additions, Alterations or Improvements by Board of Managers.

Subject to the provisions of Section 2 Article II of these By-Laws, whenever in the judgment of the Board of Managers the Common Elements or the Limited Common Elements shall require additions, alterations or improvements costing in excess of $5,000 and the making of such additions, alterations or improvements shall have been approved by more than 50% in number and in common interest of the Unit Owners (including the Sponsor or any Sponsor-affiliate if then a Unit Owner) in accordance with these By-Laws (and by the holders of first mortgages on Units, if their approval is required), the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations or improvements costing $5,000 or less may be made by the Board of Managers without approval of the Unit Owners or mortgagees of Units and the cost thereof shall constitute part of the Common Expenses. So long as the Sponsor or any Sponsor-affiliate shall own at least 15% of the apartment Units, the Board of Managers may not make any addition, alteration or improvement to the Common Elements without the Sponsor's prior written consent.

Section 15 - Additions, Alterations or Improvements By The Owners.

No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit or which may affect the value of other Units, without the prior written consent thereto of the Board of Managers and, if required, of his mortgagee. The Unit Owner must submit a written request (along with documentation reasonably required by the Board of Managers) for approval the Board of Managers of a proposed structural addition, alteration or improvement in such Unit Owner's Unit. The Board of Managers shall respond within thirty (30) days after such request advising of its approval or disapproval of the request; failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any governmental authority having or asserting jurisdiction, for a permit to make an addition, alternation 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, materialman, architect or engineer 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.

The provisions of this Section 15 shall not apply to a Unit owned by the Sponsor or Sponsor-affiliate.

The Board of Managers shall execute any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such installation or structural addition, alteration or improvement made by the Sponsor or Sponsor-affiliate to any Unit provided, however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the execution of the application or such other document.

Non-structural alterations and improvements to Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers.

Section 16 - Use of Common Elements and Facilities.

(a) A Unit Owner shall not store any furniture, packages or objects of any kind in any part of the Common Elements or Limited Common Elements.

(b) The Common Elements and Limited Common Elements and related facilities shall be used only for those purposes for which they are reasonably suited and capable. No Unit Owner shall make any addition, alteration, improvement or change in or to any common element or Limited Common Elements (including, but without limitation, the exterior of the Building) without the prior written consent of the Board of Managers (and the holders of Unit first mortgagees, if required). The Sponsor and any Sponsor-affiliate shall have the right to use the Common Elements, without charge, for the purposes set forth in Section 13 of this Article V.

(c) The Board of Managers has the authority to adopt or amend administrative rules and regulations governing the details of the operation and use of the Common Elements.

Section 17 - Right of Access.

A Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections when necessary or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a common element or Limited Common Element, or any condition originating in his Unit constituting a violation of law or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other Common Elements in his Unit or Limited Common Elements elsewhere in the Building or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner and further provided that such right shall be exercised in such a manner as

will not unreasonably interfere with the proper use of the Units. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. The foregoing shall not be deemed as prohibiting a Unit Owner from having a representative present when such access is given to the Board of Managers.

Section 18 - Utilities.

Electricity.

Electricity to Condominium Units will be supplied by the public utility companies serving the area through individual meters and billed by such companies to each Unit Owner. Except as provided for in the Declaration, a Unit Owner shall not exceed the capacity of existing feeders, risers or wiring installations and shall not use any electrical equipment which in the reasonable opinion of the Board of Managers will overload such feeders, risers or installations.

The cost of electricity for the public spaces outside the Units and for the common areas, as measured by one or more building meters, will be borne by the Unit Owners and will be included in the common charges therefore.

Gas.

There is no gas in the building.

Water.

Water will be supplied to all Units and sewage treatment will be provided by the municipality and the cost thereof will be included in the common charges.

The Board of Managers shall have the right to interrupt all utilities for the purposes of dealing with accidents, strikes, repairs, alterations, improvements, and the like. The Board of Managers shall have no liability to any Unit Owner for any such interruption. However, the Board of Managers shall make all reasonable efforts to minimize the extent of such interference.

ARTICLE VI. 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 conformed 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 or Other Default.

The Board of Managers, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges or assessments levied by the Board of Managers due from, or any other default by, the owner of the mortgaged Unit. The Board of Managers, when giving notice to a Unit Owner of any default, shall also send a copy of such notice to each holder of a mortgage covering such Unit whose name and address shall have theretofore been furnished to the Board of Managers.

Section 3 - Notice of Default.

The Board of Managers, when giving notice to a Unit Owner of a default in paying common charges or assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore 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 and records of the Condominium at reasonable times, on business days, but not more than once each month, at the office of the Condominium or the managing agent.

ARTICLE VII. Sales, Leases and Mortgages of Units

Section 1 - Sales and Leases.

FOR THE PROPOSED RESALE OF A CONDOMINIUM UNIT:

Any Unit Owner shall have the right to sell his or her Unit free of any right of first refusal or restriction.

FOR THE PROPOSED LEASING OF A CONDOMINIUM UNIT BY A UNIT OWNER:

Unit Owners will be free without restriction, to sell or lease their respective Units to any person or entity without first offering the Unit for sale or lease to, or obtaining the consent of the Board of Managers. No Unit can be sold, leased or in any way transferred apart from its appurtenant interest in the Common Elements. Any Unit Owner shall have the right to lease their Condominium Unit provided that the term of rental is no less than six months. Notwithstanding the foregoing, no Unit Owner may sell or lease his Unit if he is in arrears on payment of common charges.

The Board of Managers may make further restrictions on or conditions to sale or lease of Units in the future consistent with the Condominium Declaration, By-Laws and applicable law.

Section 2 - Intentionally Omitted.

Section 3 - No Severance of Ownership.

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his or her Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 4 - Intentionally Omitted.

Section 5 - Intentionally Omitted.

Section 6 - Financing of Purchase of Units by Board of Managers.

Acquisition of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the Working Capital and common charges in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each Unit Owner in proportion to his or her ownership in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 5 and 6 of Article V, or the Board of Managers, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers.

Section 7 - Gifts and Devises, etc.

Any Unit Owner shall be free to convey or transfer his or her Unit and Appurtenant Interests by gift, or devise his or her Unit and Appurtenant Interests by Will, or to pass the same by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to the provisions of this Article VII.

Section 8 - Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Managers, or Its Designee, on Behalf of All Unit Owners as Tenants in Common.

In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Units owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 9 - Payment of Common Charges and Assessments.

The term "Common Charges" shall mean any charge assessed by the Board of Managers against any Unit Owner. All Unit Owners shall be obligated to pay to the Board of Managers the general common charges assessed to it by the Board pursuant to these By-Laws at such time or times (but not less than monthly) as the Board determines. 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 this Article V which charges shall be payable in advance on the first day of each month or at such time or times as the Board of Managers shall subsequently determine. The common charges payable by each Unit Owner will be computed in accordance with his proportionate interest in the Common Elements.

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 (made in accordance with the provisions of Section 1 of Article VII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VII hereof. A Purchaser of a Unit shall be liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other Purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be, subject to a lien for the payment of common charges assessed prior to the foreclosure sale other than as permitted by existing law at the time of the foreclosure sale.

Section 10 - Mortgage of Units.

Each Unit Owner shall have the right to mortgage his or her Unit without restriction provided that any such mortgage shall be substantially in the form of the New York Statutory form of mortgage, except for such changes or additions as may be necessary in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional lender to make the mortgage loan.

Section 11 - Exceptions.

The provisions of Section 1 of this Article VII shall not apply with respect to (a) any sale, conveyance or lease by a Unit Owner of his or her Unit and Appurtenant Interests to his or her spouse or to any of his or her children over the age of 18 years or to his parent or parents or to his brothers or sisters, or any one of more of them, or (b) the acquisition, conveyance, sale or lease of a Unit and Appurtenant Interests by the Sponsor, a Sponsor-affiliate or a designee of same, or (c) the acquisition, sale or lease of a Unit, together with the Appurtenant Interests, by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. The Board shall be required to cooperate in providing appropriate physical access to any Unit (and related Common Elements) described in Subdivision "a" and "b" of this Section 11, as well as all financial information regarding same.

ARTICLE VIII. Condemnation

In the event of the taking in condemnation or by eminent domain of all or any part of the Common Elements, the Board of Managers subject to the provisions set forth below, will represent all Unit Owners and will arrange for the prompt repair and restoration of such part of the Common Elements so taken which, pursuant to the provisions of these By-Laws are required to be maintained by the Board. The award made for any such taking shall be payable to the Board of Managers as aforesaid. Such award shall be held by the Board of Managers and shall be disbursed to the contractors engaged in the repair and restoration, if any, of the Common Elements in appropriate progress payments. If the net proceeds of any such award are insufficient to cover or if such net proceeds exceed, the cost of any repairs and restorations, the deficit or surplus, as the case may be will be (a) borne and shared by all Unit Owners with respect to any taking of the general Common Elements pro rata in accordance with their common interests and (b) borne and shared by all Residential Unit Owners with respect to any taking of the residential Limited Common Elements pro rata in accordance with their common interests.

Notwithstanding any provisions contained herein to the contrary, in the event that 75% or more in common interest of all Residential Unit Owners and all Unit Owners do not duly and promptly resolve to proceed with such repair or restoration of the residential Limited Common Elements or general Common Elements, respectively, such repairs or restorations shall not be made and net proceeds of any such award with respect thereto shall be divided among the Unit Owners in proportion to their respective common interests, after first paying out the shares of each Unit Owner the amount of any unpaid liens on such Units other than mortgages which are not permitted mortgages. As used in this paragraph, the words "promptly resolved" shall mean not more than sixty (60) days from the date of such taking.

All mortgagees must receive timely notice of any condemnation or casualty loss that affects either a material portion of the condominium

ARTICLE IX. Records

The Board of Managers or the Managing Agent shall keep detailed records of the actions of the Board of Managers, 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, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid.

It is the obligation of the Board of Managers of the Condominium to give all Unit Owners annually:

(1) A financial statement of the Condominium prepared by a certified public accountant or public accountant within five months after the end of each fiscal year of the

Condominium. The cost of such report shall be paid by the Board of Managers as a common expense. Such statement shall be certified while the Sponsor is in control of the Board of Managers;

(2) At least thirty days prior notice of the annual Unit Owners' meeting; and

(3) A copy of the proposed annual budget of the Condominium at least thirty days prior to the date set for adoption thereof by the Board of Managers.

ARTICLE X. Arbitration

(a) General Procedure. Any dispute between the Unit Owner and the Board of Managers shall be resolved in Arbitration. Arbitration provided for in these By-Laws shall be conducted before one arbitrator in the City of New York by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. Notwithstanding the foregoing, any arbitration held pursuant to the Declaration or these By-Laws with respect to a dispute which arose prior to the first annual meeting of Unit Owners, shall be non-binding except as provided in subparagraph (c) hereof. In the event that the American Arbitration Association shall not then be in existence and has no successor, any arbitration hereunder shall be conducted in the City of New York before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of Kings. The decision of the arbitrator so chosen shall be given within ten (10) days after his appointment. All expenses of arbitration hereunder, including the fees and expenses of counsel and experts, shall be a General Common Expense. Any arbitrator appointed or selected in connection with the arbitration hereunder shall be a member of a law firm whose principal office is in the City of New York and which has at least three members.

(b) Agreement by Parties. The parties to any dispute required or permitted to be subject to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of (a) with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Determination of Disputes".

ARTICLE XI. Miscellaneous

Section 1 - Notices.

All notices hereunder shall be sent by registered, certified mail, overnight mail or personal delivery to the Board of Managers in care of the managing agent or if there is no managing agent, at the office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time, by notice in writing to all Unit Owners and to all mortgagees of Units.

All notices to any Unit Owner shall be delivered to the Unit or sent by registered, certified mail, overnight mail or personal delivery to the building or to such other address as may have been designated by him from time to time, in writing, to the Board of Managers.

All notices to mortgagees of Units shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Managers except that notice of meetings sent pursuant to Article III, Section 4 hereof may be sent by regular mail.

All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2 - Invalidity.

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3 - 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 these By-Laws, or the intent of any provision thereof.

Section 4 - Gender.

The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5 - Waiver.

No restriction, condition, obligation or provision contained in these By-Laws 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 thereof which may occur.

Section 6 - Definition of "Mortgagee".

As used in these By-Laws, the term "mortgagee" or "holder of a first mortgage" shall include the holder of any construction loan mortgage which shall be a lien on a Unit.

ARTICLE XII. Amendments to By-Laws

Any amendments to the By-Laws of a material adverse nature must be agreed to by the mortgagees that represent at least 51% of the votes of units that are subject to mortgages.

Except as hereinafter provided otherwise, these By-Laws may be modified or amended by approval of 66 2/3% in number and in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purposes.

The following provisions of these By-Laws may not be amended without the consent in writing of the Sponsor or Sponsor-affiliate so long as it shall be the owner of one or more Units.

(a) Section "1" of "Article III" - Insofar as it provides that the Sponsor or Sponsor-affiliate so long as it is the owner of a Unit, shall be entitled to elect members of the Board of Managers, which members need not be Unit Owners.

(b) Section "2" of "Article II" - Insofar as it provides that the, Board of Managers may not exercise certain powers without the Sponsor's or Sponsor-affiliate prior written consent so long as the Sponsor or Sponsor affiliate shall continue to own any Unit.

(c) Section "15" and "16" of "Article II" - Insofar as they provide for representation of the Sponsor or Sponsor-affiliate on the Executive Committee or any other committee created by the Board of Managers so long as it is the owner of one or more Units.

(d) Section "8" of "Article III" - Insofar as it provides that the Sponsor, or Sponsor-affiliate, so long as it is the owner of one or more Units, may vote the votes appurtenant thereto.

(e) Section "14" of "Article V" - Insofar as it provides that the provisions of such Section shall not apply to any Units owned by the Sponsor, Sponsor-affiliate or any designee of the same.

(f) Section "11" of "Article VII" - Insofar as it applies to the Sponsor or a Sponsor-affiliate.

(g) This "Article XII".

Notwithstanding anything to the contrary herein contained, no provision of these By-Laws may be amended so as to adversely affect the Sponsor, Sponsor-affiliate or any designee of same, without the consent thereof.

ARTICLE XIII. 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.

SCHEDULE A Rules and Regulations

1. The Residential Condominium Units shall be used for residences.

2. No industry, business, trade, occupation or professional of any kind, commercial, educational of otherwise, designed for profit, altruism, or otherwise shall be conducted, maintained or permitted on any part of the Residential Condominium Units.

3. "For Sale"', "For Rent" or "For Lease" signs or other window displays or advertising are prohibited to be installed, maintained or permitted on any part of the Property without the prior written consent of the Board of Managers which consent may be withheld. Sponsor or Sponsor-affiliate, or their agent, reserve the right to (a) place, "For Sale", "For Rent" or "For Lease" signs on the Building or on any unsold or unoccupied Units, and (b) to erect, lease, manage and maintain commercial and recreational facilities on various portions of the property as permitted by applicable law and regulation, and as contemplated by the Offering Plan, as amended.

4. No Unit shall be used or rented for transient, hotel or motel purposes.

5. Nothing shall be done or kept in any Unit or the Common Elements or Limited Common Elements which will increase the rate of insurance of the Building, or contents thereof, without prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit, any Limited Common Element appurtenant thereto, or vestibule, any flammable, combustible or explosive fluid, material, chemical or substance (except gasoline in automobile tanks). No waste shall be committed in the Common Elements or Limited Common Elements.

6. No public hall or public vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner.

7. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction thereof, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit. No such installation shall interfere with reception of the Master-T.V. antenna.

8. Nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which will impair the structural integrity of the Building or which would structurally change the Building.

9. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except upon the written consent of the Board of Managers.

10. No animals, birds, or reptiles of any kind shall be raised, bred, or kept in any Unit or in the common elements or limited common elements, except that dogs, cats or other household pets, not to exceed two per Unit, without the written consent of the Board of Managers, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers, provided, that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Managers.

In no event shall any dog be permitted in any portion of the common elements unless carried or on a leash, or in any grass or garden plot under any circumstances

11. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance to the other Unit Owners or occupants.

12. There shall be no obstruction of the Common Elements or Limited Common Elements nor shall anything be stored in the Common Elements or Limited Common Elements without prior written consent to the Board of Managers except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and Limited Common Elements to which such Unit Owner has exclusive use in accordance with the provisions of the By-Laws.

13. Except in recreational or other areas designated as such by the Board of Managers or in the Declaration, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, scooters, rollerblading, wagons, toys, vehicles, benches or chairs, on any part of the Common Elements (except that Limited Common Elements may be used for the intended purposes). Storage by owners in areas designated by the Board of Managers or in the Declaration shall be at their own risk.

14. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out of a Unit or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors railings, or vestibules, nor shall a Unit Owner sweep or throw or permit to be swept or thrown therefrom any dirt or other substance.

15. Each Unit Owner shall keep his Unit or Limited Common Elements to which such Unit Owner has exclusive use in a good state of preservation and cleanliness and

each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and Limited Common Elements to which such Unit Owner has exclusive use in accordance with the provisions of the By-Laws.

16. The sidewalks, entrances, passages, courts, lobby and stairways of the Building shall not be obstructed or used for any other purpose than ingress to and egress, from the Units.

17. Unless express written consent to the contrary is given by the Board of Managers as to the particular Unit in question, eighty percent (80%) of the floor area of each Unit (with the exception of baths, kitchens, closets and foyers) shall always be covered with carpet, rugs or material equally efficient for noise reduction.

18. Each Unit Owner shall be responsible for the cleaning and repair of all windows and window panes forming a part of the respective owner's Unit.

19. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent, may enter any room or Unit in the Building at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

20. The Board of Managers, or its designated agent, may retain a pass key to the Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of the Units and storage areas without the written consent of the Board of Managers. In case such consent is given, the Unit Owner shall provide the Board of Managers, or its agent, with an additional key pursuant to its right of access to such premises. If entry is required in an emergency and the key has not been furnished to management as required by these Rules, the managing agent (with authorization from an officer of the Board) may forcibly enter the Unit without liability for damages or trespass, provided that reasonable care is exercised.

21. No window guards, window shades or window decorations shall be used in or about any Unit, unless otherwise required by law, except such as shall have been approved in writing by the Board or managing agent. Each Unit Owner must notify the Managing Agent, or the Board of Managers if there is no Managing Agent, when a child or children ages ten (10) years and under lives or resides, permanently or temporarily in the Condominium Unit. Each Unit Owner must install at the Unit Owner's sole cost and expense the required window guards in all windows of the Unit. The Unit Owner must maintain all window guards installed in the Unit and shall not remove same until permitted by applicable law and in any event, without the written consent of the Managing Agent or the Board of Managers.

22. No window frames or mullions may be removed, altered or replaced without the written consent of the Board.

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

24. If any key or keys are entrusted by a Unit Owner or occupant or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers, whether for such Unit or in an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

25. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

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

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

28. Sinks and Toilets shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, grease or any other article or substance be thrown into the same. Any damage resulting from misuse of any toilet or sink in a Unit shall be repaired and paid for by the owner of such Unit causing the damage.

29. In order to retain the structural integrity and aesthetic appearance of the Building, no through-the-wall air-conditioning appliances may be installed in any Unit and no radio, television antenna, satellite dish or awning shall be attached to or hung from the exterior of the Building by the Unit Owner without consent of the Board and otherwise in accordance with applicable laws and rules. With the prior written consent of the Board of Mangers, satellite dishes may be installed only on the roof of the Condominium Building and any wires, conduit or piping of any kind, leading from any satellite dish to any Condominium Unit must be concealed and not run on the exterior of the building.

30. Painting of the exterior surface of doors to the individual Condominium Units or any portion of the property outside of the Condominium Unit is prohibited.

31. Corridor and entrance doors to the Building are to be kept locked at all times, except when in actual use for ingress or egress.

32. Complaints regarding the services of the Building shall be in writing to the Board of Managers or the managing agent.

33. No tag sales, tours or exhibition of any Unit or its contents may be conducted without the prior written consent of the Board of Managers.

34. Repairs, alterations or improvement may only be made to a Condominium Unit on weekdays, excluding Saturday and Sunday, between the hours of 9:00 a.m. and 5:00 p.m., unless the Board of Managers grants written permission to perform the work at other times.

35. No Unit Owner shall make or permit any disturbing noises or activity in the Building, to do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Building. No Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a radio, stereo, c.d. player, d.v.d. player, television, computer or other loud speaker in such Unit Owner's Unit between 11:00 p.m. and the following 7:00 a.m., if the same shall disturb or annoy any other occupants of the Building, unless the same shall have the prior written consent of the Board of Managers.

36. No persons are permitted on the roof without express written permission from the Board of Managers, except that residential Unit Owners may use common roof recreation areas, if any or Unit Owners with roof terraces as limited common element may use such areas.

These Rules and Regulations may be altered or amended by vote of the Board of Managers, as set forth in the By-Laws.

CERTIFICATIONS

NN. CERTIFICATIONS

NN-1. CERTIFICATION BY SPONSOR AND PRINCIPAL OF SPONSOR

We are Sponsor and the principal of 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:

(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 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.

210 PAC LLC
Sponsor

By: _____
Stewart Osborne

_____
Stewart Osborne, individually

_____
David Ruff, individually

Sworn to before me
June 23rd 2014

_____
Notary Public, State of New York

PATRICIA BRISTOL
Notary Public, State of New York
No. 01BR4631900
Qualified in Kings County
Commission Expires August 31, 2014

NN-2. CERTIFICATION BY ARCHITECT OR ENGINEER PURSUANT TO 13 NYCRR 20.4(C) (1)

David Nicholson, R.A.,
545 West 45th Street, 4th Floor
New York, New York 10036

June 20, 2014

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

RE: 210 Pacific Condominium
210 Pacific Street,
Brooklyn, New York

The Sponsor of the Offering Plan to convert the captioned property to Condominium ownership retained me to prepare a report describing the construction of the property (the "Report"). I have examined the building plans and specifications that I prepared for Building Department Application # 310091003 approved on May 23, 2013 and prepared the Report dated June 23, 2014, a copy of which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

I am a Registered Architect in the State in which the property is located.

I understand that I am/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 this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of renovation and/or construction, provided that renovation and/or construction is in accordance with the Plans and specifications that I examined;

(ii) in my/our professional opinion affords potential investors, Purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of renovation and/or construction, provided that renovation and/or construction is in accordance with the Plans and specifications that I examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of 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 I:

(a) knew the truth;

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

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

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

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a Condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Very truly yours,

David Nicholson, R.A.

REGISTERED ARCHITECT
DAVID B. NICHOLSON
015015-1
STATE OF NEW YORK

Sworn to before me this
September 30, 2014

NOTARY PUBLIC

MERLENE D. WILLIAMS
Notary Public, State of New York
No. 01WI5041014
Qualified in Kings County
Commission Expires March 27, 2015

NN-3 CERTIFICATION BY SPONSOR'S EXPERT CONCERNING THE OF ADEQUACY OF BUDGET

NYRET LLC.
Property Management

8523 12th Avenue
Brooklyn, New York 11228
T: 718 621-0006
F: 718 621-0002
E: nyret.management@hotmail.com

Dated: July 23, 2014

7/31/14 KJ

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: 210 Pacific 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 18 years; the management of approximately 13 buildings; and, the sale of numerous condominium and rental properties. We are familiar with prices, practices, and procedures in the area of this condominium.

We understand that we are responsible for complying with Article 23 A of the General Business Law and the regulations promulgated by the Department of Law in Part 20, insofar as they are applicable to SCHEDULE B and SCHEDULE B 1. We have reviewed the SCHEDULES and investigated the facts set forth in the SCHEDULES, and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

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

We certify that the Schedules do:

1. Set forth in detail the projected income and expenses for the first year of condominium operation;
2. Afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
3. Not omit any material fact;
4. Not contain any untrue statement of a material fact;
5. Not contain any fraud, deception, concealment, or suppression;
6. Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

7. Not contain any representation or statement which is false where we:
a) knew the truth;
b) with reasonable effort, could have known the truth;
c) made no reasonable effort to ascertain the truth; or;
d) did not have knowledge concerning the representations or statements made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses of the first year of condominium operation. This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Francesco Di Marco
NYRET Property Management, LLC.
NY Real Estate Today, Ltd.
Licensed Real Estate Broker

SWORN TO BEFORE ME THIS
22nd DAY OF July, 2014

NOTARY PUBLIC

SYLVESTER J. SICHENZE
Notary Public State of New York
No 24-5001477
Qualified in Kings County
Commission Expires Sept 9 20 16

ESCROW AGREEMENT

OO. Escrow Agreement

NEW YORK STATE DEPARTMENT OF LAW
ESCROW AGREEMENT

AGREEMENT made this _____ day of _____, 2014, by and among _____("PURCHASER"), 210 PAC LLC, ("SPONSOR"), as sponsor of the 210 Pacific Condominium offering plan ("Plan") and Rosen Law LLC ("ESCROW AGENT").

WHEREAS, SPONSOR has filed the Offering Plan with the Attorney General to offer for sale condominium ownership interests at the premises located at 210 Pacific, Brooklyn, New York, subject to the terms and conditions set forth in the Plan; and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-e(2-b), 352-h and the New York Department of Law's regulations promulgated thereunder; and

WHEREAS, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (referred to herein as "Deposit") 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. ESCROW AGENT shall establish an escrow account for the purpose of holding the Deposit made by PURCHASER pursuant to that certain purchase agreement for the purchase and sale of condominium units (the "Purchase Agreement") at JPMorgan Chase Bank located at 410 Northern Boulevard, Great Neck, New York 11021, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Rosen Law LLC Escrow Account ("Escrow Account"). The account number is **TO BE PROVIDED.**

1.2 ESCROW AGENT has designated the following attorneys to serve as signatories: Gary Rosen, Esq., and Gary Rosen, Esq.. All designated signatories are admitted to practice law in the State of New York.

All of the signatories on the Escrow Account have an address of 1010 Northern Boulevard, Suite 322, Great Neck, New York 11021, and a telephone number of 516-437-3400.

1.3 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.4 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing.

1.5 The Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of Rosen Law LLC, as ESCROW AGENT, pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to PURCHASER promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of the Deposit, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within five (5) business days after the Purchase Agreement has been tendered to ESCROW AGENT along with the DEPOSIT, ESCROW AGENT shall place the DEPOSIT into the Escrow Account. Within ten (10) business days of placing the DEPOSIT in the Escrow Account, ESCROW AGENT shall provide written notice to Purchaser and Sponsor, confirming the Deposit. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS

3.1 Under no circumstances shall SPONSOR seek or accept release of the Deposit of PURCHASER to SPONSOR until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan shall not relieve SPONSOR or ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-e(2-b) and 352-h.

3.2 ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

3.2.1 pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the unit;

3.2.2 in a subsequent writing signed by both SPONSOR and PURCHASER; or

3.2.3 by a final, non-appealable order or judgment of a court.

3.3 If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3.2 above, and Escrow Agent receives a request by either SPONSOR or PURCHASER to release the Deposit, then Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both PURCHASER and SPONSOR informing them of said release. If Escrow Agent receives a written notice from either PURCHASER or SPONSOR objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3.2 above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the county where the unit is located and shall give written notice to both SPONSOR and PURCHASER of such deposit.

3.4 Sponsor shall not object to the release of the Deposit to:

3.4.1 Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.4.2 Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the Escrow Account for seven years after release of the Deposit.

4.2 Upon the dissolution of the 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 New York State Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon 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 Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and PURCHASER, and ESCROW AGENT acknowledges its fiduciary and statutory obligations pursuant to GBL§§ 352-e(2-b) and 352-h.

5.3 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-h and the New York State Department of Law's regulations.

6.2 SPONSOR shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from PURCHASER and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

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

7.1.1 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 to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. PURCHASER shall be deemed to have consented to such cancellation;

7.1.2 The resignation of ESCROW AGENT, which shall not take effect until ESCROW AGENT is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to PURCHASER of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefor.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2 above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR, PURCHASER, and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

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

10. ESCROW AGENT'S COMPENSATION.

Prior to release of the Deposit, ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11. SEVERABILITY.

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.

12. INDEMNIFICATION.

SPONSOR agrees to defend, indemnify, and hold ESCROW AGENT harmless from and against all costs, claims, expenses, and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of ESCROW AGENT. This

indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. ENTIRE AGREEMENT.

This Agreement, read together with GBL §§ 352-e(2-b) and 352-hand the New York State Department of Law's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

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

ESCROW AGENT:
Rosen Law LLC

By: _____
Name: Gary Rosen, Esq.
Title: Member

SPONSOR
210 PAC LLC

By: _____
Name:
Title: Authorized Signatory

PURCHASER

_____

By: _____
Name: _____
Title: _____

PP. Form of Condominium Interim Lease.

Agreement made this ____ day of _____ between 210 PAC LLC, a New York limited liability company (hereinafter "Sponsor"), and _____ (hereinafter "Purchasers").

WITNESSETH,

WHEREAS, Sponsor is the sponsor of the 210 PACIFIC CONDOMINIUM located at 210 Pacific Street, Brooklyn, New York (the "Premises") and;

WHEREAS, Purchasers have executed an Agreement dated _____ for a Condominium Unit at the Premises which will be known as Unit _____ (the "Unit") at the Premises, and;

WHEREAS, Purchasers wish to occupy said Unit prior to the Closing of title;

NOW THEREFORE, in conformity with the terms and conditions of the Offering Plan filed with the Attorney General of the State of New York, the parties agree as follows:

1) Commencing on _____ and terminating as hereinafter specified, Purchaser shall have the right to use and occupy the aforementioned Unit. Prior to commencement of this Interim Lease, the Purchaser shall have a walk-through with the Sponsor and a punchlist will be compiled. The items set forth on the purchlist will be the only items which Sponsor will repair in connection with the Closing.

2) Purchaser shall pay a fee for use and occupancy of the Unit of $_____per month beginning on the date set forth in ¶1 herein.

It is understood that the use and occupancy fee is not rent, and that no landlord-tenant relationship has been created between the parties, and that this Agreement is not governed or subject to any rent regulatory laws.

Upon the execution of this Interim Lease, Purchaser shall deposit the sum of **$**_____ with Sponsor as Security, which sum may be used by Sponsor to repair any damages caused by Purchaser or to be used by Sponsor in the event that Purchaser defaults in any of the terms and conditions hereof.

Purchaser's deposit of **$**_____ shall be applied against the Purchase Price of the Unit at Closing and is subject to forfeiture by Purchaser in the event of his default under the Purchase Agreement. Sponsor is irrevocably authorized to pay the use and occupancy from such deposit as same becomes due.

3) The use and occupancy fee, if any, for the month in which Closing occurs shall be adjusted at Closing. No portion of the use and occupancy fee will be applied to the

Purchase Price of the Unit. Any unapplied use and occupancy fee shall be refundable to Purchaser at Closing.

4) The terms of the Offering Plan and all related documents in effect as of the date hereof are incorporated in and made a part of this agreement.

5) Purchaser shall pay all utility costs and make any repairs to the Unit for which he would be obligated as owner. Sponsor will not be responsible for ordinary wear and tear to the Unit during the Purchaser's occupancy.

6) Purchaser may not make any alteration to the Unit without Sponsor's written consent.

7) This lease will terminate on the happening of the earlier of the following:
a. Closing of title from Sponsor to Purchaser;
b. 15 days after the Declaration of Condominium is recorded by Sponsor;
c. Default by Purchaser; or
d. Six (6) months after the date hereof

8) Upon a default by Purchaser, which is not cured within 15 days after notice thereof, Purchaser's right to occupy the Unit will terminate, and Purchaser must vacate the Unit within 30 days after mailing of Notice to Vacate by the Sponsor. Such notice must be by certified mail, return receipt requested, to the Unit. Purchaser agrees to pay Sponsor $500.00 per day for each day he remains in possession beyond 7 days after mailing of the Notice to Vacate in conformity with this section. Sponsor is hereby irrevocably authorized to deduct said per diem sum directly from any amounts being held as a security deposit hereunder. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of his right to retain, as liquidated damages, the downpayment deposited upon execution of the Purchase Agreement.

9) Any default under this Agreement will be a material default under the Purchase Agreement, and any default under the Purchase Agreement will be a material default under this Agreement. Any such default will terminate Purchaser's right to use and occupy, and will also terminate Purchaser's right to Purchase the Unit, and may result in loss of the downpayment.

10) This Agreement may not be assigned and may not be changed except by signed written Instrument. This Agreement is the entire agreement between the parties and regards use and occupancy of the Unit pending Closing.

11) As of the date hereof, Purchaser confirms that all work required to be done in or about the Unit has been completed except for the remaining punchlist items, and that in all respects Purchaser agrees to accept the Unit in "as is" condition. As of the date hereof, Purchaser waives any right whatsoever to cancel the Purchase Agreement, except for a material change in the Offering Plan or the Sponsor's failure to deliver insurable title, as

required under the Purchase Agreement.

12) Failure of Purchaser to schedule a Closing within 30 days after delivery to Purchaser of notice that Sponsor is prepared to close, shall be deemed a material default both in this Interim Lease and in the Purchase Agreement entitling Sponsor to cancel the Purchase Agreement, retain all sums previously paid, remove Purchaser from the subject Unit and collect the use and occupancy fee set forth in Paragraph 9 above.

13) If any term of this Agreement differs from the Offering Plan as accepted for filing by the Attorney General of the State of New York, the Offering Plan shall be controlling.

14) Purchaser and Seller agree that the Closing shall occur within thirty (30) days from the date that the Declaration of Condominium is recorded in the Office of the City Register.

15) This Agreement may be executed by facsimile signature in one or more counterparts, which taken together, shall constitute the original.

16) The use of the masculine gender in this Interim Lease shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

210 PAC LLC
Sponsor

By: _____
_____,
Name: _____
Title: _____,

_____
Purchaser

_____
Purchaser

PUNCHLIST

TO BE COMPLETED PRIOR TO THE EXECUTION OF THE INTERIM LEASE

The following items are to be repaired or corrected by the Sponsor after possession of Purchaser in the Unit:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

This is a complete punchlist of all items claimed by Purchaser necessitating repair or correction in the Unit.

210 PAC LLC
Sponsor

DATED: _____

By: _____

Name: _____

_____
_____, **Purchaser**

_____
_____, **Purchaser**