

THIS IS A NON-EVICTION PLAN
NO NON-PURCHASING TENANT WILL BE EVICTED BY REASON OF
CONVERSION TO CONDOMINIUM OWNERSHIP

CONDOMINIUM OFFERING PLAN
THE 82 EAST 5TH STREET CONDOMINIUM
82 EAST 5TH STREET
BROOKLYN, NEW YORK 11218

Residential Units.....8	\$ 6,801,000.00
Parking Units.....5	\$ 375,000.00
Total Amount of Offering	\$ 7,176,000.00
Total Offering Price to Tenants in Occupancy	\$ 6,835,950.00
Reserve Fund to be retained by Condominium	\$ 205,078.00*
Working Capital Fund	\$ 3,477.00

* The Reserve Fund may be larger or smaller in conformity with New York City Administrative Code Chapter 8. See section of the Plan entitled RESERVE FUND.

SPONSORS AND SELLING AGENTS:

MW GREENWOOD HOUSE, LLC
2021 57TH STREET
BROOKLYN, NEW YORK 11204

MPRI MGMT, LLC
1104 EAST 3RD STREET
BROOKLYN, NEW YORK 11230

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

THIS PLAN CONTAINS SPECIAL RISKS TO THE PURCHASER. SEE PAGE 1.
THIS IS A NON-EVICTION PLAN. NO NON-PURCHASING TENANT WILL BE EVICTED BY REASON
OF CONVERSION TO CONDOMINIUM OWNERSHIP.

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

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

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

Prepared By:
The Law Office of Claudia V. Murdoch, P.C.
117 Seventh Avenue
Brooklyn, New York 11215
(718) 569-0045

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SPECIAL RISKS

1) Transfer of control of the Condominium Board of Managers shall pass to unit owners other than the Sponsors at the later of: 1) one hundred and twenty (120) days after the date by which 75% of the units have been conveyed to unit purchasers, or 2) three (3) years after the first conveyance of a unit to a unit purchaser. Notwithstanding the foregoing, Sponsors may vote for unit owners of their choice. Prior to that time, the Condominium will be controlled by a Board of Managers elected by the Sponsors. There are certain limitations on actions that can be taken by the Board of Managers while the Sponsors remain in control of the Board of Managers. Such limitations are set forth in the CONTROL BY THE SPONSORS of this Offering Plan.

Until the earlier of five (5) years from the date of first closing, or at the time at which the Sponsors or other Holder of Unsold Units owns units consisting of less than 25% of the common interest of the Condominium, Sponsors may exercise veto power over any expenses other than those expenses described in Schedule B or expenses required to comply with applicable laws or regulations, to remedy any notice of violation, or for any repair or replacement necessary for the preservation or safety of the Building or for the safety of occupants of the Building or to remedy any work order by an insurer. Additionally, so long as the Sponsors retain ownership of at least one unit in the building, the By-Laws, Declaration, and Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect the Sponsors without written consent by the Sponsors.

Because the Sponsors are retaining the unconditional right to rent rather than sell units after plan consummation, 75% of the units may never be conveyed to unit purchasers and the Sponsors could indefinitely control the Board of Managers.

Please see the section of the Offering Plan entitled CONTROL BY THE SPONSORS for a more complete explanation.

2) The Property started to receive Real Estate Tax Exemption Benefits pursuant to Section 421-a of the Real Property Tax Law of the State of New York during the tax year commencing July 1, 2010. Upon closing, the Sponsors will make all tax benefit documents available to the Condominium for inspection and copying for the life of the benefits. The Sponsors will timely comply with all procedures required to maintain the benefits properly. Because all Purchasers will acquire their units after the effective date of commencement of benefits, a portion of the benefits will have expired and will be unavailable to the Purchasers.

The Sponsors' projection of tax due for the first year of operation is based on a review of the City of New York's tax records for the Property. However, it is not possible to predict any future increases in real estate tax rates, which may affect the amount of tax due on the property.

IN THE EVENT THERE ARE INCREASES IN THE TAX RATE, OR THE PROPERTY'S ASSESSED VALUATION, OR IN THE STATUTES GOVERNING THE TAX BENEFITS, REAL ESTATE TAXES MAY BE HIGHER THAN ANTICIPATED FOR THE FIRST YEAR OF OPERATION AND IN FUTURE YEARS. HENCE, INDIVIDUAL CARRYING COSTS FOR ALL UNITS WOULD ALSO BE HIGHER.

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

A property which is granted a partial real estate tax exemption under Section 421-a of the New York Real Property Tax Law and is to be converted to condominium use subject to an offering plan which is not declared effective within fifteen (15) months of the issuance by HPD of the 421-a final certificate of eligibility becomes subject to rent regulations under the Rent Stabilization Laws and Code ("Code"). The Code imposes registration requirements on owners and grants tenants the right to reside in the premises, provided that they abide by their lease terms, for the duration of the 421-a partial real estate tax exemption. Tenants' rents cannot be increased over and above Rent Guidelines Board restrictions plus 2.2% annually. Such units are not subject to "luxury decontrol," which means that even if the rents exceed \$2,000.00 per month, the units remain subject to the rent stabilization limits on increase. Further, an individual who takes possession pursuant to a lease with the Sponsors will have the aforementioned rights of continued possession and rent increase protection but a tenant of a unit purchaser unrelated to the Sponsors would not enjoy these protections.

Since the rent stabilization limits will terminate after the expiration of the 421-a benefits, all leases executed with any tenant of a unit in the building must state in 12 point type that upon expiration of the 421-a benefits on June 30, 2024 the unit will be subject to deregulation.

3) There are numerous time constraints imposed in the Purchase Agreement set forth in Part II of this Offering Plan. **TIME IS OF THE ESSENCE** as to all such time constraints. This means that if the Purchaser fails to perform within the applicable time frame, he or she may waive substantive rights or incur a forfeiture of substantial sums of money. Thus, a purchaser who fails to cure a default within thirty (30) days after receipt of written notice of said default will both have the Contract canceled, and lose

his/her down payment. Similarly, a purchaser who fails to notify the Sponsors in the event he/she has failed to obtain mortgage financing within forty (40) days after receipt of a fully executed Purchase Agreement will be required to proceed to closing, notwithstanding the fact that purchaser has failed to obtain mortgage financing; if such purchaser fails to proceed to closing, the down payment may be retained by the Sponsors. Purchasers are advised to consult with their attorney concerning all terms of this offering. Please see the section of this Plan entitled PROCEDURE TO PURCHASE, and the PURCHASE AGREEMENT set forth in Part II, for a statement of all applicable time limitations.

4) The terms of this Offering Plan transfer the statutory obligation to pay New York City Real Property transfer taxes (1.425% of purchase price for residential units), and New York State Documentary Stamp Taxes (\$4.00 per thousand) to the Purchaser; therefore, the costs of such taxes represent an additional closing cost to the Purchaser, as well as an additional item of consideration on which transfer taxes must be paid. Additionally, the Purchaser is responsible for paying to the Sponsors' attorney a document preparation fee of \$1,100, and may be responsible for certain other fees such as travel fees and default fees. Please see the section of the Offering Plan entitled CLOSING COSTS AND ADJUSTMENTS.

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

6) Pursuant to existing law and regulation, the Sponsors may declare the plan effective by selling a minimum of fifteen (15%) percent of the residential units in the building. Even if the plan is declared effective with a minimum number of sales, it is possible that the Sponsors may be able to convert the building with fewer than the minimum number of sales, if purchasers counted towards effectiveness do not ultimately purchase apartments. The Plan would have to be re-declared effective in the event that there was one sale and the sole purchaser failed to close the sale. Please see the EFFECTIVE DATE section of this Offering Plan.

7) Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings 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 Sponsors or holder of unsold shares has not sold a substantial percentage of the apartments in a 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 Sponsors 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.

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

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

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

10) All funds received by the Sponsors for upgrades or extras must initially be placed in the escrow account set forth herein. However, the Purchaser should note that such funds may be released from the escrow account by the escrow agent as long as the Sponsors uses the funds for such upgrades or extras. As a result, in the event the Purchaser is entitled to a rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras unless the plan is not consummated. A Purchaser will receive a refund of funds used for upgrades if the Plan is abandoned. Please see the PROCEDURE TO PURCHASE Section of this Offering Plan.

11) The cost of providing heat and hot water for individual units is not included in the monthly common charges. Heat and hot water are separately provided to each unit by its own heat and hot water facilities, and the cost of gas and electricity for providing such heat and hot water will be separately billed for each unit. The cost of heat and hot water therefore represents a cost in addition to the monthly common charges. Please see FOOTNOTES TO SCHEDULE B and SCHEDULE B1.

12) All down payments will be placed in an IOLA account. IOLA stands for "interest on lawyer accounts." An IOLA account is a special type of bank account maintained by an attorney for the purpose of holding escrow funds. Such escrow account is federally insured by the FDIC at the maximum amount of \$250,000. To the extent that the total contract deposits exceed \$250,000 they will not be federally insured. Interest earned on IOLA accounts is paid over to the state of New York. No interest is credited to either the purchaser or the seller. Please see the PROCEDURE TO PURCHASE section of this Offering Plan.

13) Units 2A, 2B, 3A, and 3B will each include one balcony allocated as a limited common element. No structures of any kind may be built in or on these limited common elements except for temporary structures such as fencing, screen tents, tool sheds, sukkots, etc. The right to use and occupancy is subject to the right of the Condominium to enter into said areas for the purpose of inspection or building repairs. Please see the DESCRIPTION OF PROPERTY AND BUILDING CONDITION included in Part II of this Offering Plan for a more complete explanation.

14) Units BA and BB each include accessory use space in the cellar. Such space is uninhabitable and may not legally be used as a bedroom or living room. To do so may result in a building code violation against the building. A right of easement is required from Unit BB to access the meter room located in the accessory use space in the cellar.

15) Sponsors are reserving the right to reallocate portions of the common spaces of the building to individual units as limited common elements, or to allow portions of the building to be utilized for the benefit of individual units pursuant to a license agreement. This right shall not apply to portions of the building necessary for ingress or egress to any unit, or to any portion of the common areas designated specifically for common use, such as a common laundry, gymnasium, or recreation room. The common interest of a unit may not be changed without such unit owner's consent. The Offering Plan will be amended in the event that the Sponsors utilize the reallocation rights contemplated here.

16) In addition to use as private residences, the units may be used as professional offices, provided that such use does not violate zoning regulations. Please see the INTRODUCTION section of this Offering Plan.

17) If a Purchaser intends to obtain mortgage financing, such Purchaser shall apply for said loan within five (5) days after receipt of a fully executed copy of the PURCHASE AGREEMENT, and shall have forty (40) days from receipt of a fully executed copy of said PURCHASE AGREEMENT to obtain said mortgage commitment. Purchaser agrees to accept any commitment offered by the lending institution applied to, provided same is in at least the amount set forth in the PURCHASE AGREEMENT. In the event Purchaser obtains a firm written commitment for financing and the terms of such commitment are changed prior to closing, such change in terms shall not be an allowable reason for Purchaser to cancel the contract. Similarly, if the commitment expires prior to closing, Purchaser shall be under a good faith duty to take all required actions necessary to extend such commitment, including the payment of any extension fee required by the lending institution; however, in the event Purchaser has made such good faith effort to extend the commitment on the same terms and is unable to do so, then, provided that Purchaser notifies Sponsors within 10 days after receipt of a notice from a lending institution that it will not under any circumstances extend the commitment, and that Purchaser is exercising his right to rescind the contract, then Sponsors will return the down payment. Please see PROCEDURE TO PURCHASE in Part I, and PURCHASE AGREEMENT located in Part II of this Offering Plan.

18) In the event a child under eleven (11) years old resides in a unit or visits a unit for an extended period of time, the owner of that unit will be required, at his/her own cost and expense, to install child safety window guards on all windows in conformity with applicable New York City Administrative Code sections, and shall not remove them until permitted by applicable law. Failure to do so may create great risk to the life and health of such child, and result in the imposition of a violation against the building which would be the responsibility of the unit owner to cure. Please see the ARCHITECT'S REPORT in Part II for a more complete explanation.

19) The Sponsors will install in each residential unit a four burner Hotpoint gas range and a Frigidaire refrigerator. To the extent the Purchaser elects to have the Sponsors install any other appliances of Purchaser's own choosing in the unit and the Sponsors agree, same will represent an additional cost of purchasing the unit. Please see the ARCHITECT'S REPORT included in Part II of this Offering Plan.

20) With regard to the roof, no permanent structures may be built on the roof without a permit from the Building Department, and the Board of Managers. The Board of Managers will have access for inspection and repair and may regulate any one or more of the following aspects of construction:

1. Time periods during which work is permitted;
2. The manner in which construction degree will be handled;
3. Measures which must be taken to prevent compromising the security of the building during construction;
4. Interruption of services during construction;
5. Liability insurance for contractors during construction.

The building Certificate of Occupancy and applicable zoning rules do not currently allow the construction of anything on the roof other than temporary structures such as decking or screening. The manufacturer's warranty of the existing roof areas has expired. Any damage occurring to the roof from any of the foregoing conditions shall be the sole responsibility of the Condominium and/or any such Unit Owner causing such damage, and will need to be repaired at the Condominium or such Unit Owner's sole cost and expense as determined by the Condominium Board of Managers. Please see SCHEDULE A and DESCRIPTION OF PROPERTY AND BUILDING CONDITION included in this Offering Plan.

21) Risk of loss from fire or other casualty remains with the Sponsors until title has passed unless and until the purchaser is given the right of possession of that unit pursuant to a written agreement with the Sponsors. The Sponsors will restore the damaged unit to conditions represented in the Offering Plan before a purchaser will be obligated to close the sale of the unit. The Sponsors will notify a purchaser whether or not it (the Sponsors) will repair any damage resulting from a casualty prior to the closing of a unit within 15 days of said casualty. If Sponsors decides to restore the unit, the Sponsors shall have 15 days in which to restore the unit or such longer time as is required to accommodate the delivery of materials that must be ordered to complete any such repairs. If the Sponsors decides not to restore the unit, the purchaser in such case would have the right to rescind. An interim lessee assumes the risk of losses not covered by insurance, and, unless the casualty resulted from the act of the Sponsors or those acting under the Sponsors, the interim lessee would be obligated to close the sale of the unit despite such damage to the personal property. Purchasers and interim lessees are advised to confer with an insurance adviser regarding obtaining property and liability insurance. Please see the PROCEDURE TO PURCHASE section of the Offering Plan.

22) The unit owner is responsible for keeping safety warning devices operational. Please see the ARCHITECT'S REPORT located in Part II of the Offering Plan.

23) The Sponsors anticipates that the first closing of a unit will occur by September 1, 2017. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first unit occurs later than August 31, 2018; or (ii) the projected date of closing of title to the first unit occurs later than August 31, 2018, 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 September 1, 2017, the Sponsors may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsors 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. In the event, however, that Sponsors cannot convey title to the unit on or before twelve (12) months from the date of the Purchase Agreement, affected purchasers will be offered a right of rescission.

Purchasers will have at least fifteen (15) days from presentation of an offer of rescission within which to elect to rescind.

24) At closing, the Sponsors will transfer maintenance manuals and warranties. Upon transfer of control of the condominium, the following documents, to the extent applicable, will be transferred to the condominium management: operation and maintenance manuals for mechanical equipment, equipment warranties, major equipment start-up sheets, roof warranty, re-commissioning manual, electronic systems manual, final as-built drawings as maintained during construction (i.e., structural, mechanical, electrical, plumbing, shop drawings), control system as-built, original test and balance report for HVAC system, post-construction indoor air quality report.

25) Sponsor is participating in the recent 421-a Compliance Program promulgated by the New York State Attorney General's Office ("NYAG"), the New York State Division of Housing and Community Renewal ("DHCR")'s Tenant Protection Unit ("TPU"), and the New York City Department of Housing Preservation and Development ("HPD"). Pursuant to this program, the Sponsor (i) has provided notice to tenants at the subject property that their units are subject to rent stabilization, (ii) has corrected any erroneous

prior filings related to the property made with NYAG, to the extent necessary, (iii) is in the process of registering the building and its units as rent stabilized with the DHCR, pending HPD's approval of its submitted "Schedule of Rents"; and (iv) has/will provid(ed) tenants at the property with rent stabilized leases and copies of their apartment's registrations.

Pursuant to Sponsor's notice to tenants dated September 30, 2015, tenants at the subject premises are entitled to a rent-stabilized apartment according to the provisions of New York Real Property Tax Law § 421-a(2)(f). In addition to the regulation of rents, said tenants are entitled to lease renewal and cannot be evicted except on grounds permitted by law. Said tenants will be offered rent stabilized leases with Rent Stabilization Lease Riders upon registration of each unit with DHCR. Additionally, landlords under this program are prohibited from (1) improperly removing or attempting to remove tenants from their apartments by action to evict or other means as long as the tenants pay their rent and refrain from any of the conduct detailed in 9 NYCRR § 2524.3; and (2) from interfering with or disturbing the tenants' comfort, repose, peace or quiet use of the apartment, with the intent to cause the tenants to vacate the apartment or to surrender or waive any rights under the Rent Stabilization Law.

Prospective purchasers of occupied units and non-purchasing tenants are advised to consult with their respective counsels to determine their rights and obligations under the leases and applicable rent laws. The Sponsor will provide written authorization to any prospective purchaser to access the records of the DHCR for any unit the purchaser is considering purchasing. Please see RIGHTS OF EXISTING TENANTS section of this Offering Plan.

26) Pursuant to a Geographic Target Order ("Order") issued July 22, 2016 by the Assistant Director of the Financial Crimes Enforcement Network ("FinCEN"), certain title insurance companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan, and Staten Island; (3) the total purchase price is in excess of \$3,000,000 for the Borough of Manhattan or \$1,500,000 for the Boroughs of Brooklyn, Queens, Bronx, or Staten Island; (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made, at least in part, using currency or a cashier's check, certified check, traveler's check, personal check, business check, or money order in any form. This affects all residential real property closings occurring on or after August 28, 2016 until the expiration of the effective period of the Order.

INTRODUCTION

This is an Offering Plan for the sale of condominium apartments at 82 East 5th Street, Brooklyn, New York. The purpose of this plan is to set forth fully all material terms of the offer. This plan may be amended from time to time if such amendment is filed with the New York State Department of Law. Any such amendments will be served on all prospective Purchasers who have executed a Purchase Agreement for any apartment, all unit owners, and all other persons entitled to service pursuant to local law or statute.

The Sponsors of this offering are MW Greenwood House, LLC, a New York limited liability company formed July 25, 2006, with offices located at 2021 57th Street, Brooklyn, New York 11204, and MPRI MGMT, LLC, a New York limited liability company formed November 14, 2005, with offices located at 1104 East 3rd Street, Brooklyn, New York 11230. The principal of Sponsor MW Greenwood House, LLC is Marek Wereszczynski. The principals of Sponsor MPRI MGMT, LLC are Mario Prestigiacomio and Robert Imburgia. Sponsor MPRI MGMT, LLC acquired title to the property on October 5, 2006, and conveyed a 33 and 1/3% interest in the property, as a tenant in common, to Sponsor MW Greenwood House, LLC on February 7, 2007. Units will be conveyed free and clear of any mortgages, liens, or other encumbrances. Units will be conveyed by delivery of a UNIT DEED as set forth in Part II of this Offering Plan.

The prices contained in this offering as set forth in SCHEDULE A are set by the Sponsor and are not subject to approval by the New York State Department of Law or any other governmental agency.

This Condominium will be subject to, and in compliance with, the New York State Condominium Act, Article 9-B of the New York Real Property Law.

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

The premises consist of a single building composed of three stories, a basement and a cellar, and containing, in aggregate, eight (8) residential units and five (5) parking units. Seven (7) of the eight (8) residential units are occupied. Tenants in occupancy on the date the plan is accepted for filing shall have an exclusive right to purchase their apartments for a period of ninety (90) days. During such ninety (90) day period there will be no increase in prices to tenants in occupancy. Sponsor will not accept purchase agreements from non-tenant purchasers for occupied apartments during the aforementioned exclusive period. The property is located in the Windsor Terrace section of Brooklyn. There will be no recreational facilities. Please see DESCRIPTION OF PROPERTY AND BUILDING CONDITION included in Part II of this Offering Plan.

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

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

This is an existing building. The existing Certificate of Occupancy will remain.

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

- (1) Each purchaser owns his/her unit outright and is entitled to exclusive possession of such unit. Each purchaser also has an interest in, and a right to use, common elements and limited common elements of the building. However, each unit owner is obligated to comply with the Declaration, By-Laws, rules and regulations, and any other requirements of the Board of Managers.
- (2) Common elements are parts of the Property which, in addition to his/her own Unit, a Unit Owner owns in common with the owners of all other Units, such as entryways, stairways, hallways, utility areas, and similar elements of the building that serve all Unit Owners. A Unit Owner will share the non-exclusive right to use the Common Elements with all other unit owners.

Limited Common Elements are those areas appurtenant to a particular Unit or Units, the use of which is restricted to the owner(s) of such Unit or Units, but which are not owned by such unit owner(s). In this condominium, Units 2A, 2B, 3A and 3B each will have a balcony allocated as a limited common element.

(3) After filing of the Declaration, each unit will be separately taxed and may be separately mortgaged; each unit owner may deduct from adjusted gross income for income tax purposes real estate taxes and mortgage interest. No unit owner will be responsible for payment of, or any lien arising out of nonpayment of, real estate taxes assessed against any other unit in the building.

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

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

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

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

(8) The condominium Board does not have the right to approve or disapprove Purchasers, so there is no limit on the number of owners who may purchase for

investment rather than personal occupancy. There may always be a substantial percentage of owners who are non-residents.

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

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

This is a non-eviction plan. Non-purchasing tenants may not be evicted from their apartment for any reason other than violation of their lease terms.

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

Additionally, since the plan can be declared effective based on sales of 15% of the units to tenants or bona fide purchases for their own occupancy, purchasers may be living in a mixed rental/owner occupied building for an indeterminate period of time. The non-purchasing tenants in this building have a right to continue to occupancy of their apartment even after the building is converted to condominium status. This means that the building will remain a mixed owner/renter building for the lifetime of existing tenants, and possibly beyond. This may result in conflicts between owners and renters as to the nature and extent of services required, the nature and extent of participation in building-wide maintenance activities by apartment owners and occupants, and in many

other aspects of building operation, maintenance, and treatment in which owners and renters may not share concurrent opinions, attitudes, or interests. Additionally, since the Sponsors or other holder of unsold shares will be responsible for the units in which non-purchasing tenants remain as renters, there may be substantial participation by non-occupant owners in the affairs of the condominium for an extended period of time, which again, may create conflicts in terms of building management and operation.

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

LOCATION AND AREA INFORMATION

The premises are located in the Windsor Terrace section of Brooklyn. This is a highly developed area, essentially residential in character, but served by a rich and diverse assortment of shopping, recreational, medical, religious, and educational facilities, as well as a network of streets, roads, and urban transportation. Police, Fire, Water, Sanitation, snow removal, and road maintenance are provided by the City of New York.

Zoning of the site is R5.

SCHEDULE A
PURCHASE PRICES AND ALLOCATION OF COMMON INTEREST

82 East 5th Street, Brooklyn, New York

First Year of Operation

September 1, 2017 - August 31, 2018

Unit (A)	Rent Reg Status (B)	Sq. Ftg. (C)	Bdms/ Bths (D)	% of Common Interest (E)	Offering Price (F)	Offering Price			Monthly Carrying Charges (J)
						to Bona Fide Tenants in Occupancy (G)	Monthly Common Charges (H)	Monthly Real Es. Taxes (I)	
BA	RS	1,572	2/1.5	13.87%	\$995,000	\$945,250	\$482.11	\$32.17	\$514.28
BB	RS	1,710	2/1.5	15.26%	\$1,095,000	\$1,040,250	\$530.56	\$35.40	\$565.96
1A	RS	815	2/1	8.99%	\$646,000	\$613,700	\$312.58	\$20.86	\$333.44
1B	RS	963	2/1	10.78%	\$774,000	\$735,300	\$374.82	\$25.01	\$399.83
2A	RS	880	2/1	10.43%	\$749,000	\$711,550	\$362.65	\$24.20	\$386.85
2B	RS	975	2/1	11.12%	\$798,000	\$758,100	\$386.66	\$25.80	\$412.46
3A	RS	880	2/1	11.83%	\$849,000	\$806,550	\$411.37	\$27.45	\$438.82
3B	RS	975	2/1	12.47%	\$895,000	\$850,250	\$433.66	\$28.94	\$462.59
P1		153	parking	1.05%	\$75,000	\$75,000	\$36.34	\$2.42	\$38.76
P2		153	parking	1.05%	\$75,000	\$75,000	\$36.34	\$2.42	\$38.76
P3		153	parking	1.05%	\$75,000	\$75,000	\$36.34	\$2.42	\$38.76
P4		153	parking	1.05%	\$75,000	\$75,000	\$36.34	\$2.42	\$38.76
P5		153	parking	1.05%	\$75,000	\$75,000	\$36.34	\$2.42	\$38.76
TOTALS				100%	\$7,176,000	\$6,835,950	\$3,477.00	\$232.00	\$3,708.04

Notes:

- 1) Units 2A, 2B, 3A and 3B will each have a balcony allocated as a limited common element.
- 2) Estimated Annual Real Estate Taxes for all units are listed on the attached EXHIBIT I.
- 3) Rent regulatory status abbreviations are as follows:
RS=Rent Stabilized
- 4) In addition to the purchase price there are additional closing costs assessed against each unit, such as document preparation fee, payment of transfer taxes, working capital fund contribution equal to one month's common charges, etc.
Additionally, Purchasers will pay their own title insurance costs, recording charges, and mortgage recording taxes. Please see the CLOSING COSTS AND ADJUSTMENTS section of this Offering Plan for a more complete explanation.

SCHEDULE A - EXHIBIT I

Annual Real Estate	
<u>Unit</u>	<u>Taxes</u>
BA	\$386.02
BB	\$424.82
1A	\$250.28
1B	\$300.12
2A	\$290.37
2B	\$309.59
3A	\$329.38
3B	\$347.22
P1	\$29.10
P2	\$29.10
P3	\$29.10
P4	\$29.10
P5	\$29.10

FOOTNOTES TO SCHEDULE A

1. The square footage is calculated by the standard mathematical formula of multiplying the length of an area by the width of an area, and adding together for each apartment all of the areas contained therein. Dimensions are approximate. The estimated square footage of each unit is based on the FLOOR PLANS and ARCHITECT'S DESCRIPTION OF PROPERTY set forth in Part II of this Offering Plan, and may vary within reasonable tolerances from the "as-built" square footage as subsequently described in the condominium Declaration.
2. The room count is based on the method suggested by the Real Estate Board of New York. This method counts each fully partitioned room as one room, and each bathroom containing a sink, toilet, and shower or bath as a full bathroom. Multi-use rooms, such as living/dining rooms are counted as a single room. Baths which do not include a tub or shower are counted as half baths. Additionally, the square footage set forth in SCHEDULE A is approximate, and may differ from the square footage specified for this unit in Schedule B to the Condominium Declaration. See the sections entitled DESCRIPTION OF PROPERTY AND BUILDING CONDITION and FLOOR PLANS, both of which are included in Part II of this Offering Plan, for a more complete description of each apartment.
3. The determination of percentages of Common Interest allocated to each unit is based upon floor area, subject to such other items of relative value as the location of the apartment within the building; uniqueness of the apartment; the availability of common elements for exclusive or shared use; and the overall dimensions of a particular unit, as per Section 339(i)(1)(iv) of the New York State Real Property Law.
4. Across-the-board changes in unit prices, advertised price changes, and increases in individual unit prices may be made by an amendment duly filed with the New York State Department of Law; however, individually negotiated reductions in the purchase price of a unit may be made without prior amendment. Purchasers will also incur certain closing costs in connection with the purchase of their unit. See CHANGES IN PRICES IN UNITS and CLOSING COSTS sections of this Offering Plan.
5. Projected Common Charges for the first year of operation include only those expenses which are enumerated in SCHEDULE B. Common charges do not include such expenses as repairs to the interior of the owner's unit, and the owner's individual

gas, electricity, and telephone expenses. Moreover, if the purchaser should obtain financing for the purchase, the debt service on that loan will be an additional expense not covered by the Common Charges. Common Charges are arrived at by allocating to each unit a share of the Monthly Charges proportionate to the Common Interest which that unit bears in the condominium.

6. After the condominium is divided into individual tax lots, each lot will be separately taxed for New York City property tax purposes. A unit owner will not be responsible for the payment of, nor will the unit be subject to, any lien arising from the non-payment of taxes on other units. The Property started to receive Real Estate Tax Exemption Benefits pursuant to Section 421-a of the New York State Real Property tax law during the tax year commencing July 1, 2010. As a result, the Property is exempt from any increase in actual assessed valuation due to improvements to the premises for a period of ten (10) years, with the full assessment thereafter being phased in over a five (5) year period. Purchasers are directed to the section of this Offering Plan entitled REAL ESTATE TAX BENEFITS OPINION for a more complete explanation.

Calculations of Real Estate Taxes are arrived at by applying the current tax rate to the assessed value, and then allocating the resulting taxes in direct proportion to the allocation of common interest. The assessed value of the Property for the tax year commencing July 1, 2017 is \$21,565. The real estate taxes payable in SCHEDULE A are estimated by applying the 2016/2017 tax rate (the most current rate available) of 12.892% to the assessed value, resulting in a projected annual real estate tax amount of \$2,780 for the first year of condominium operations. The NYC Department of Finance may increase or decrease the real estate tax rate effective July 2017 for the 2017/2018 tax year, during which the Sponsors estimate commencement of operation of the condominium. Unit owners shall be entitled to deduct real property taxes paid on the unit for income tax purposes. See COUNSEL'S TAX OPINION LETTER for a complete explanation.

A property which is granted a partial real estate tax exemption under Section 421-a of the New York Real Property Tax Law and is to be converted to condominium use subject to an offering plan which is not declared effective within fifteen (15) months of the issuance by HPD of the 421-a final certificate of eligibility becomes subject to rent regulations under the Rent Stabilization Laws and Code ("Code"). The Code imposes registration requirements on owners and grants tenants the right to reside in the premises, provided that they abide by their lease terms, for the duration of the 421-a partial real estate tax exemption. Leases given to tenants must contain language advising of when the 421-a partial real estate tax exemption will expire. Tenants' rents

cannot be increased over and above Rent Guidelines Board restrictions plus 2.2% annually. Such units are not subject to "luxury decontrol," which means that even if the rents exceed \$2,000.00 per month, the units remain subject to the rent stabilization limits on increase. Further, an individual who takes possession pursuant to a lease with the Sponsor will have the aforementioned rights of continued possession and rent increase protection, but a tenant of a unit purchaser unrelated to the Sponsor would not enjoy these protections.

7. Monthly carrying charges, as projected in column L, are composed of the monthly common charges and the monthly real estate taxes projected against each unit. Residential unit owners who itemize their deductions should, for federal income tax purposes, be entitled to a deduction for real estate taxes in the year in which same are paid or accrued. The projected tax deduction may vary in future years due to changes in the interest rate on the unit owner's mortgage (if any), or from changes in the allocation of constant debt service payments to interest and principal; or from changes in the assessed value, tax rates, or the method of assessing real property; or from changes in the tax laws governing deductibility of mortgage interest and real estate taxes. Please see the COUNSEL'S TAX OPINION LETTER set forth in this Offering Plan for a more complete explanation. Carrying charges do not include certain costs for which the unit owner is responsible, such as repairs to the interior of the unit, separate metered gas, electricity, air conditioning, and cable television service.

SCHEDULE B

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

September 1, 2017 – August 31, 2018

INCOME

Common Charges	\$ 41,718
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EXPENSES

Gas (1)	\$ -0-
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Electricity (2)	\$ 1,564
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Water and Sewer (3)	\$ 4,425
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Repairs and Maintenance (4)	\$ 5,019
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Supplies (5)	\$ 3,162
--------------	----------

Insurance (6)	\$ 2,740
---------------	----------

Accounting and Legal Fees (7)	\$ 2,200
-------------------------------	----------

Labor (8)	\$ 7,808
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Management (9)	\$ 9,600
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Miscellaneous (10)	\$ 1,000
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Capital Reserve Fund (11)	\$ 4,200
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Total	\$ 41,718
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Note: All figures are rounded to the nearest dollar.

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

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

FOOTNOTES TO SCHEDULE B

1. Gas: Each unit will be separately metered and billed directly for cooking and heating gas. Each purchaser will pay separately for the heat and hot water supplied to his or her unit. See SCHEDULE B1 hereinafter set forth for an estimate of individual heat and hot water charges.
2. Electricity: The average common electricity cost from Con Edison for the previous two years of building operation was approximately \$1,422 per year; \$1,356 for 2012 and \$1,488 for 2013. The projection in SCHEDULE B utilizes this average plus a ten percent inflation figure.
3. Water and Sewer: Water is supplied to the building by the City of New York through a single water meter serving the entire building. The average cost for water and sewer for the previous two years of building operation was approximately \$4,023 per year; \$4,087 for 2012 and \$3,958 for 2013. The projection in SCHEDULE B utilizes this average plus a ten percent inflation figure.
4. Repairs and Maintenance: The budgeted figure is based on normal cleaning, repairs, and maintenance to the common elements of the building and its systems and equipment. The average cost for cleaning, repairs, and maintenance for the previous two years of building operation was approximately \$5,019 per year; \$5,367 for 2012 and \$4,670 for 2013. The amount listed in SCHEDULE B is based on this average. The budgeted figure includes such items of regular maintenance as cleaning, painting and minor mechanical, carpentry, or electrical work. Individual unit owners will be responsible for the cost of cleaning, repairs, and maintenance of their respective apartments.
5. Supplies: These include items expected to be consumed in the normal course of building operation, including light bulbs, cleaning supplies, paints, and hardware items. The average cost for supplies for the previous two years of building operation was approximately \$3,162 per year; \$1,386 for 2012 and \$4,938 for 2013. The amount listed in SCHEDULE B is based on this average.

6. Insurance: Sponsor has received a letter, dated July 16, 2014, from Max J. Pollack & Sons Insurance, estimating the cost of building insurance for the following coverage amounts:

Building.....\$1,800,000 All Risk
100% Replacement Cost
No Co-Insurance

Liability.....\$1,000,000 Special Form

Deductible.....\$1,000

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

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

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

7. Legal, Accounting, and Professional Fees: Sponsor has received an estimate from Peter Capuana, CPA, 277 Broadway, Suite 510, New York, NY 10007 for preparation of an annual financial statements for the first year of operation, which estimate was \$2,200.00. No contingency has been budgeted for the performance of legal services. If the condominium decides to hire an attorney, additional costs will be incurred.

8. Labor: The budgeted figure anticipates one part-time superintendent/porter working ten hours per week at an hourly rate of \$12.00. The budgeted figure also includes FICA, New York State Unemployment Insurance, Federal Unemployment Insurance, Workers Compensation and Disability Insurance. The budgeted figure does not anticipate use of union personnel, which would result in a higher annual cost, and would require a concomitant increase in common charges. The anticipated level of staffing complies with all applicable housing and labor statutes. The porter/superintendent will be able to provide regular maintenance services such as replacement of light bulbs, trash removal, common area cleaning, snow removal, etc. Plumbing, heating, electrical, mechanical or carpentry work will require the engagement of personnel for those purposes.

9. Management: The Sponsors will serve as managing agents for the first year of condominium operation for the fee specified in SCHEDULE B. The projected management fee is based on the prevailing rate in Brooklyn, New York. The Board of Managers thereafter may elect to employ the services of a managing agent of the Board's own choosing, which will affect the operating budget and therefore affect the common charges accordingly.

Activities normally performed by the managing agent include maintenance of checking and savings accounts for the condominium; collection of monthly common charges; payment of all condominium common charges; processing of all individual unit sales; supervision and payment of building employees; building maintenance; review and resolution of any problems arising in the day-to-day operation of the building; compliance with all government laws and regulations affecting building operation, ownership and maintenance; filing of annual tax returns; enforcement of condominium-adopted rules and regulations including enforcement of maintenance obligations; seizure and sale of delinquent units; and response to individual unit owner complaints, questions or issues. In addition to the foregoing, any additional issues or problems

arising out of operation, maintenance, ownership and occupancy of the building will need to be dealt with by the Board of Managers.

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

11. Capital Reserve Fund: The projected item represents a reserve for repair or replacement of major mechanical systems or structural elements of the building. The capital reserve fund may not be used for regular operating expenses or to reduce the monthly common charges.

MANAGEMENT AGREEMENT

Upon closing of the first unit, the condominium Board of Managers will enter into a management agreement with Managing Agents/Sponsors MW Greenwood House, LLC and MPRI MGMT, LLC for an initial period of one year from the date of first closing. The Principal of Sponsor MW Greenwood House, LLC has approximately 15 years of experience managing properties. He currently manages four properties, two residential and two commercial. The Principals of Sponsor MPRI MGMT, LLC each have approximately 25 years of experience managing properties. They currently manage approximately 50 residential, commercial and mixed-use, properties. The agreement will provide that it will automatically renew at the expiration of each one-year period unless either party has notified the other in writing not less than 90 days prior to the expiration of the agreement term that the agreement will not be renewed. In addition, during the term of the agreement, the Managing Agents shall have the right to terminate same on 90 days written notice to the condominium, and the condominium shall have the right to terminate same with or without cause on 30 days written notice to the Managing Agents. Upon termination of the managing agreement by either party, for any reason whatsoever, the Managing Agents shall be required to transfer all books and records in its possession to the condominium Board of Managers or to any successor managing agent named by the condominium Board of Managers.

In consideration of managing the premises, the Managing Agents shall receive monthly compensation of \$800. In addition, the Managing Agents shall have the right to establish reasonable fees for the processing of lease or sale applications, review of requests for permission to make improvements on individual units, and any other activity outside the normal course of building management. In addition, the Managing Agents shall be entitled to provide services (such as repair and maintenance) to individual unit owners where requested, and shall be entitled to charge such individual unit owners (but not the condominium) for such services.

The major duties of the Managing Agents shall include, but not be limited to, maintenance of all condominium books and records, collection of monthly common charges and any special assessments levied by the condominium, payment of all condominium expenses from condominium funds, maintenance of condominium checking accounts, condominium payroll and tax bookkeeping and reporting functions, repair and maintenance of common elements, and the hiring, supervision, and firing of condominium employees. The Managing Agents will also provide superintendent and janitorial services to the building to the extent required by law. In addition, the

Managing Agents shall be entitled to, at their discretion, retain the services of outside professionals such as accountants, attorneys, etc., which expense shall be borne by the condominium. Additionally, where required items of repair or maintenance exceed the capabilities of building employees, the Managing Agents shall be entitled to contract for such services, and such services shall be paid for from condominium funds.

In addition to the compensation set forth above, the Managing Agents shall be entitled to reimbursement for expenses incurred in the normal course of his functions, such as messenger and delivery charges, travel expenses, etc. In addition, the condominium shall indemnify the Managing Agents against any liability or obligation incurred for acts properly performed by the Managing Agents pursuant to the Management Agreement.

The Management Agreement may not be assigned by the agent except to a successor entity composed of the same principals as the current Managing Agents.

CHANGES IN PRICES OF UNITS

Across-the-board changes in unit prices, advertised price changes, and increases in individual unit prices may be made only by an amendment duly filed with the New York State Department of Law. However, prices are negotiable, and Sponsors may enter into an agreement with a purchaser to sell one or more units at prices lower than those set forth in SCHEDULE A without filing an amendment prior to entering such agreement, as per FOOTNOTES TO SCHEDULE A.

No change will be made in the size or number of units, and/or their respective percentage of common interest, and no material change will be made in the size or quality of common elements except by amendment to the Plan and, when applicable, to the Declaration. If a Purchase Agreement has been executed and delivered to the Sponsors for that unit, then no material change will be made in unit size, layout, or percentage of common interest unless the affected purchaser consents. No material change will be made in the size, and no material adverse change will be made in the quality, of common elements unless all purchasers consent. No change of any type set forth in this paragraph shall be made except by amendment duly filed with the New York State Department of Law.

September 22, 2014

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

**MW Greenwood House, LLC and MPRI MGMT, LLC
82 East 5th Street,
Brooklyn, New York 11218**

Dear Sir or Madam:

You have requested an opinion from us with regards to your allocation of common interest to units in your proposed condominium at 82 East 5th Street, Brooklyn, New York 11218 with Section 339(i)(1)(iv) of the New York Real Property Law. You have informed us that the method of allocation chosen is to evaluate the approximate fair market value of the individual unit in proportion to the anticipated aggregate fair value of all units on the day the condominium Declaration will be filed. You have further informed us that, the factual basis of calculating the percentage of common interest consists of the size, layout, and location within the premises of each individual unit, upon floor space, subject to the location of such space, and the additional factors of relative value to other space in the condominium, such as the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the anticipated selling price of each unit. Based on our review of the foregoing factors, we have concluded that the proposed allocation of common interest to individual units is in compliance with Section 339(i)(1)(iv) of the New York State Real Property Law.

I have been a licensed real estate broker for in excess of twenty years and have managed approximately ten buildings in this area with extensive experience in the sale, management, and rental of cooperative and condominium units in Kings County. We have previously participated in the preparation of individual unit value appraisals for the purpose of inclusion in offering plans for the sales thereof. We are not, in any way, associated with you or any other participant in the project, and have no beneficial interest in your business, or in profitability of the project. This is an opinion only as to the relative value of each unit in relation to the value of the project as a whole; is strictly based on the information provided to us in such reasonable inquiries as to the validity thereof as we deemed appropriate under the circumstances; and, is not intended as a guarantee of the actual value of any individual unit. We consent to the inclusion of this letter in your Offering Plan.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marie McIntyre", with a long horizontal flourish extending to the right.

Marie L McIntyre
Licensed Real Estate Broker

82 EAST 5TH STREET
BROOKLYN, NEW YORK

FINANCIAL STATEMENTS

FOR THE TWELVE MONTHS ENDED

DECEMBER 31, 2012

PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT
277 BROADWAY
NEW YORK, NY 10007
TEL: (212) 619-0105
FAX: (212) 608-1051

To the Members of
82 EAST 5TH STREET
BROOKLYN, NEW YORK

I have compiled the accompanying balance sheet of 82 East 5th Street, Brooklyn, NY as of December 31, 2012, and the related statements of operations, and cash flows for the year then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.



PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT
May 8, 2013

82 EAST 5TH STEET
BROOKLYN, NY
BALANCE SHEET
DECEMBER 31, 2012

ASSETS

CURRENT ASSETS

Cash in bank	\$ 22,264
Total Current Assets	<u>22,264</u>

LAND, PROPERTY, AND EQUIPMENT

Land	1,042,227
Building and Improvements	1,254,000
Less: Accumulated Depreciation	<u>161,502</u>
Net	<u>1,092,498</u>
Total Property and Equipment	<u>2,134,725</u>

OTHER ASSETS

Mortgage Costs	72,635
Less: Accumulated Amortization	<u>9,685</u>
Net	<u>62,950</u>
Total Assets	<u>\$ 2,219,939</u>

See accountant's compilation report

PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT

82 East 5th Steet
BROOKLYN, NY
BALANCE SHEET
DECEMBER 31, 2012

LIABILITIES & CAPITAL

LIABILITIES

Mortgage Payable	\$ 1,402,106
Deferred Income	391,291
Escrows	437
Security Deposits Payable	18,900
Total Long Term Liabilities	<u>1,812,734</u>

CAPITAL

Capital Balance - Beginning	428,474
Net Income	88,731
	<u>517,205</u>
Distributions	<u>(110,000)</u>
Capital Balance - End	<u>407,205</u>
Total Liabilities & Capital	<u>\$ 2,219,939</u>

See accountant's compilation report

PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT

82 EAST 5TH STREET
BROOKLYN, NY
INCOME STATEMENT
FOR THE TWELVE MONTHS ENDED
DECEMBER 31, 2012

REVENUE

Rental Income	\$ 229,267
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EXPENSES

Mortgage Interest	70,952
Depreciation	45,600
Real Estate Taxes	3,571
Repairs & Maintenance	5,367
Utilities	1,356
Insurance	2,740
Professional Fees	1,750
Water & Sewer	4,087
Supplies	1,386
Office Expense	36
Amortization Mortgage Cost	3,632
Licenses & Permits	34
NYS LLC Fee	25

140,536

Net Income	\$ <u>88,731</u>
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See accountant's compilation report

PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT

82 EAST 5TH STREET
BROOKLYN, NY
STATEMENT OF CASH FLOWS
FOR THE TWELVE MONTHS ENDED
DECEMBER 31, 2012

Cash flows from operating activities	
Net Income	\$ 88,731
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	49,232
Decrease in other assets	629
Total adjustments	49,861
Net cash provided by operating activities	138,592
Cash flow from financing activities:	
Principal payments on long-term debt	(38,325)
Distributions to partners	(110,000)
Net cash used by financing activities	(148,325)
Net decrease in cash and equivalents	(9,733)
Cash and equivalents, beginning of year	31,997
Cash and equivalents, end of year	\$ 22,264

See accountant's compilation report
PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT

82 EAST 5TH STREET
BROOKLYN, NEW YORK

FINANCIAL STATEMENTS

FOR THE TWELVE MONTHS ENDED

DECEMBER 31, 2013

PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT
277 BROADWAY
NEW YORK, NY 10007
TEL: (212) 619-0105
FAX: (212) 608-1051

To the Members of
82 EAST 5TH STREET
BROOKLYN, NEW YORK

I have compiled the accompanying balance sheet of 82 East 5th Street, Brooklyn, NY as of December 31, 2013, and the related statements of operations, and cash flows for the year then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.



PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT
July 21, 2014

82 EAST 5TH STEET
BROOKLYN, NY
BALANCE SHEET
DECEMBER 31, 2013

ASSETS

CURRENT ASSETS

Cash in bank	\$ 23,366
Escrow	220
Total Current Assets	<u>23,586</u>

LAND, PROPERTY, AND EQUIPMENT

Land	1,042,227
Building and Improvements	1,254,000
Less: Accumulated Depreciation	<u>207,102</u>
Net	<u>1,046,898</u>
Total Property and Equipment	<u>2,089,125</u>

OTHER ASSETS

Mortgage Costs	72,635
Less: Accumulated Amortization	<u>13,317</u>
Net	<u>59,318</u>

Total Assets	<u>\$ 2,172,029</u>
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See accountant's compilation report

PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT

82 East 5th Steet
BROOKLYN, NY
BALANCE SHEET
DECEMBER 31, 2013

LIABILITIES & CAPITAL

LIABILITIES

Mortgage Payable	\$ 1,349,346
Security Deposits Payable	18,900
Total Long Term Liabilities	<u>1,368,246</u>

CAPITAL

Capital Balance - Beginning	798,496
Net Income	48,297
	<u>846,793</u>
Distributions	<u>(43,010)</u>
Capital Balance - End	<u>803,783</u>
Total Liabilities & Capital	<u>\$ 2,172,029</u>

See accountant's compilation report

PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT

82 EAST 5TH STREET
BROOKLYN, NY
INCOME STATEMENT
FOR THE TWELVE MONTHS ENDED
DECEMBER 31, 2013

REVENUE	
Rental Income	\$ 221,910
EXPENSES	
Mortgage Interest	89,859
Depreciation	45,600
Real Estate Taxes	2,848
Repairs & Maintenance	4,670
Utilities	1,488
Insurance	3,701
Professional Fees	12,700
Water & Sewer	3,958
Supplies	4,938
Office Expense	194
Amortization Mortgage Cost	3,632
NYS LLC Fee	25
	<u>173,613</u>
Net Income	\$ <u>48,297</u>

See accountant's compilation report
PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT

82 EAST 5TH STREET
BROOKLYN, NY
STATEMENT OF CASH FLOWS
FOR THE TWELVE MONTHS ENDED
DECEMBER 31, 2013

Cash flows from operating activities	
Net Income	\$ 48,297
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	49,232
Increase in other assets	(657)
Total adjustments	48,575
Net cash provided by operating activities	96,872
Cash flow from financing activities:	
Principal payments on long-term debt	(52,760)
Distributions to partners	(43,010)
Net cash used by financing activities	(95,770)
Net increase in cash and equivalents	1,102
Cash and equivalents, beginning of year	22,264
Cash and equivalents, end of year	\$ 23,366

See accountant's compilation report
PETER CAPUANA
CERTIFIED PUBLIC ACCOUNTANT

RIGHTS OF EXISTING TENANTS

All bona fide tenants in occupancy, tenants with rights to continued occupancy, and tenants with rights to renew a lease before the date the plan is accepted for filing shall have the exclusive right to purchase their apartment for a period of 90 days after the plan is presented. A bona fide tenant of record with an unexpired lease on the date the plan is accepted for filing shall be presumed to be a "tenant in occupancy" even if the tenant has sublet the apartment or the apartment is not the tenant's primary residence. A bona fide sub lessee in occupancy on the date the plan is accepted for filing has the right to purchase during the exclusive period if sublet from a non bona fide tenant or have obtained written permission to purchase the unit from the bona fide tenant of record. Following the expiration of said 90-day period, any of the above-enumerated individuals shall have a period of ten days from the execution of a purchase agreement by an outside purchaser to match said offer and execute a subscription agreement on such terms. Finally, any person enumerated above who executes a purchase agreement during the 90-day exclusive period shall have the right to withdraw said agreement and execute a new one on current insider terms, if the terms to insiders are changed to reflect a more favorable offer to such insiders.

Tenants in occupancy may enter into Purchase Agreements for vacant apartments at the insider price (if any) and on insider terms (if any) for such apartments, provided that they execute an affidavit that said purchase is for their own use and occupancy, and further provided that they agree to vacate their existing apartment upon closing of the sale of the apartment specified in the Purchase Agreement. A tenant who enters into a Purchase Agreement for his/her own apartment may not enter into a Purchase Agreement for another apartment on insider terms. In the event two tenants in occupancy wish to purchase an existing apartment, the first to execute a Purchase Agreement and deliver the appropriate down-payment shall have priority.

This is a non-eviction plan. Therefore, no tenant will be subject to eviction by either the Sponsors or a purchaser of his/her apartment, except for failure to pay rent or any other violation of their lease or their obligations as tenants under applicable law that would permit an eviction were the building not converted to condominium ownership. Tenants who are currently subject to rent control or rent stabilization (if any) remain so subject, and may not have their rents raised in excess of the legal rents under said rent regulatory schemes. Tenants not subject to such rent regulatory laws may not be subject to unconscionable rent increases. Complaints regarding unconscionable rent increases prescribed by law may be referred to the New York State Department of Law, Real

Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, New York, New York 10271, (212) 416-8123. These protections for non-purchasing tenants remain even if there is a change in the law.

In a recent New York County Housing Court decision, *322 West 57th Owners LLC v. Penhurst Productions, Inc.*, Civil Court of the City of New York Index No. 63319/06, issued on March 19, 2007, the court held that under the Martin Act, unregulated rental tenants are protected against eviction in a non-eviction plan from the time the Offering Plan is accepted for filing by the Attorney General's Office. These non-rent regulated tenants were granted protection against eviction although their leases had expired and they were subject to holdover proceedings brought by the sponsor/landlord. Pursuant to the decision, in extending these protections to tenants whose leases had already expired, the court determined that the dismissal of any pending Housing Court proceeding was warranted after the Offering Plan was accepted for filing by the Attorney General's Office.

If the Sponsors amend the terms and conditions of the offer prior to the closing of the first unit to be more favorable to non-purchasing tenants, a person entitled to purchase pursuant to 23.3(n)(1)(i) of 13 NYCRR Part 23 and who executed and submitted a Purchase Agreement for the unit the tenant occupied on the date that the plan was accepted for filing shall benefit from the more favorable terms and conditions, even though such Purchase Agreement was entered into before the Sponsors amended the terms.

All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other units in the building, and he/she shall provide to non-purchasing tenants, on a non-discriminatory basis, all services and facilities required by law. Sponsors guarantee this obligation on the part of the managing agent until such time as the Sponsors surrender control to the Board of Managers; however, it shall remain the obligation of the Board of Managers to insure that the same managing agent manages all units in the premises even after Sponsors surrender control. (See section entitled OBLIGATION OF PURCHASERS OF OCCUPIED DWELLING UNITS). It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which materially interferes with any tenant in the use or occupancy of his/her dwelling or facilities related thereto.

Non-purchasing tenants will be notified of changes in ownership of dwelling units that they occupy within 30 days of such change, by ordinary mail. Such service will be deemed complete three days after the mailing of such notice.

On the 30th, 60th, 88th, and 90th days after the acceptance for filing of this plan by the Attorney General, and once every 30 days thereafter until this plan is declared effective, and on the tenth and second days prior to the expiration of any exclusive period, before noon on such day, the Sponsors shall post in a prominent place accessible to all tenants in the building a sworn written statement listing the percentage of dwelling units in the building contracted for by bona fide tenants in occupancy or purchasers who represent that they or one or more members of their immediate family intend to occupy such dwelling. The percentage shall be computed in the same manner as the minimum percentage needed to declare the plan effective. The notice shall remain posted until the next required posting. The obligation to post this information shall cease upon the plan being declared effective.

Non-purchasing tenants are subject to rent increases as a result of capital improvements made by the Sponsors, the Board of Managers or the unit owners. If improvements are made by the Sponsors, the nature and cost of such improvements, the amount by which the reserve fund will be reduced to pay for such improvements, the amount of the prospective rent pass-along to each non-purchasing tenant, and the procedure which must be followed for each tenant before such rent increase may be collected will be disclosed in an amendment. Please see the RESERVE FUND section of this Offering Plan for additional information.

The Property started to receive Real Estate Tax Exemption Benefits pursuant to Section 421-a of the Real Property Tax Law of the State of New York during the tax year commencing July 1, 2010, and is thus subject to rent regulations under the Rent Stabilization Laws and Code. The Section 421-a benefits period is fifteen (15) years. Thereafter, starting on July 1, 2024, tenants may no longer be subject to rent regulations. Nevertheless, non-purchasing tenants, including eligible senior citizens and disabled persons shall not be subject to unconscionable rent increases beyond ordinary rentals for comparable apartments, pursuant to Sections 352-e(2-a) and 352-eeee of the New York General Business Law.

Any tenants, or their representatives, or the representatives of any tenant association, shall have the right to inspect the building at their own cost and expense. If required by the Department of Law, the results of such inspection may be disclosed in a subsequent amendment to the Offering Plan.

Sponsor is participating in the recent 421-a Compliance Program promulgated by the New York State Attorney General's Office ("NYAG"), the New York State Division of Housing and Community Renewal ("DHCR")'s Tenant Protection Unit ("TPU"), and the New York City Department of Housing Preservation and Development ("HPD"). Pursuant to this program, the Sponsor (i) has provided notice to tenants at the subject property that their units are subject to rent stabilization, (ii) has corrected any erroneous prior filings related to the property made with NYAG, to the extent necessary, (iii) is in the process of registering the building and its units as rent stabilized with the DHCR, pending HPD's approval of its submitted "Schedule of Rents"; and (iv) has/will provid(ed) tenants at the property with rent stabilized leases and copies of their apartment's registrations.

Pursuant to Sponsor's notice to tenants dated September 30, 2015, tenants at the subject premises are entitled to a rent-stabilized apartment according to the provisions of New York Real Property Tax Law § 421-a(2)(f). In addition to the regulation of rents, said tenants are entitled to lease renewal and cannot be evicted except on grounds permitted by law. Said tenants will be offered rent stabilized leases with Rent Stabilization Lease Riders upon registration of each unit with DHCR. Additionally, landlords under this program are prohibited from (1) improperly removing or attempting to remove tenants from their apartments by action to evict or other means as long as the tenants pay their rent and refrain from any of the conduct detailed in 9 NYCRR § 2524.3; and (2) from interfering with or disturbing the tenants' comfort, repose, peace or quiet use of the apartment, with the intent to cause the tenants to vacate the apartment or to surrender or waive any rights under the Rent Stabilization Law.

Prospective purchasers of occupied units and non-purchasing tenants are advised to consult with their respective counsels to determine their rights and obligations under the leases and applicable rent laws. The Sponsor will provide written authorization to any prospective purchaser to access the records of the DHCR for any unit the purchaser is considering purchasing.

**OBLIGATIONS OF OWNERS OF DWELLING UNITS OCCUPIED
BY NON-PURCHASING TENANTS**

The Purchaser of an apartment occupied by another will purchase same and receive a deed therefore subject to the rights of the existing tenant, as those described in the section of the Plan entitled RIGHTS OF EXISTING TENANTS. Such a purchaser is advised to examine the lease of said apartment, if any, and to consult his/her own attorney concerning the effects of any rent regulatory laws on such apartment. The purchaser of a rent-regulated unit may have an obligation to register the unit with the Division of Housing and Community Renewal. A purchaser of an occupied apartment may be obligated to give renewal leases and riders as required by law; the tenants may be evicted only on grounds permitted by law.

A purchaser of an occupied apartment has the obligation to pay the amount due as common charges thereon, special assessments, and real estate taxes even if the amount due is more than the rent received from the non-purchasing tenant. This obligation continues even if the non-purchasing tenant ceases to meet his/her obligations under his/her lease. In the event the owner of an occupied apartment fails to pay common charges as due, the Board of Managers shall have all the rights set forth in New York Real Property Law Section 339kk, which is set forth in Part II of this Plan.

The Condominium By-Laws provide, and Purchase Agreements for dwelling units occupied by non-purchasing tenants shall include, an agreement by the purchaser to appoint irrevocably the Condominium's managing agent (or the Board of Managers if there is no managing agent) as agent to provide the non-purchasing tenant all services and facilities required by law. The purchasers of occupied apartments shall deposit with the managing agent or Board of Managers at the closing an amount not less than the greater of two months' rent, to be used as working capital to furnish services required under the existing lease and applicable laws and regulations. Upon notice by the managing agent or Board of Managers that the deposit has been diminished, the funds shall be replenished by the unit owner within a specified period of time. The Declaration and By-Laws shall provide that the failure of the unit owner to replenish the funds in a timely manner shall result in the Board of Managers, on behalf of the unit owners, having a lien against the dwelling unit. Interest, if any, earned on the fund shall be the property of the unit owner. Purchasers of occupied units shall be required to keep security deposits in a special segregated escrow account and pay interest on them as required by GBL Section 7-103.

The purchaser of a unit occupied by non-purchasing tenants has the obligation to provide to the non-purchasing tenant all services required by law, including the obligation to make all repairs to the unit which are not the responsibility of the Board of Managers of the condominium. These services may include but are not limited to painting, repairs to interior plumbing and wiring, and replacement of fixtures and appliances, doors, hardware, and windows. While Sponsors are in control of the Board of Managers the Sponsors guarantee that these services will be provided if required by applicable law. All litigation costs, fees, and any dues related to the tenancy are the sole responsibility of the purchaser.

INTERIM LEASE

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

PROCEDURE TO PURCHASE

Persons desiring to purchase condominium units will be required to execute a Purchase Agreement in the form contained in Part II of this Plan and return it to the selling agent, together with a check in the amount of 10% of the purchase price as a down-payment, drawn to the order of Sylvester J. Sichenze, As Escrow Agent. Sponsor reserves the right to accept a lesser downpayment to accommodate Purchasers, but in no case will the downpayment be less than 5%.

The prospective purchaser must have the Offering Plan and all filed amendments in his/her possession at least three (3) business days prior to executing the Purchase Agreement. In the event Purchaser has not had said Offering Plan in his possession for at least three (3) business days prior to execution, Purchaser may rescind the Purchase Agreement by mailing Notice of Rescission to Sponsor or selling agent, or by hand delivering notice, within seven (7) days after executing same. Notice by mail will be effective if it is postmarked within seven (7) days of executing Purchase Agreement. Purchase Agreements shall not be binding on any party until accepted by the Sponsor. Within twenty (20) days after the prospective purchaser has delivered to the selling agent a signed Purchase Agreement together with the required downpayment, the Sponsor must either accept the Purchase Agreement and return a fully executed counterpart, or reject the Purchase Agreement and refund in full any downpayment taken. If the Sponsor takes no action, the Purchase Agreement will be deemed rejected. This Offering Plan will expire twelve (12) months from the date on which it is accepted by the New York State Department of Law, unless extended by a duly filed amendment hereto.

All down payments will be placed in an account in conformity with the disclosures contained in this Plan.

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

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

establishment, maintenance, or defense of obligations arising from the handling or disposition of trust funds.

The law firm of Sylvester J. Sichenze, Esq., with an address at 7703 Fifth Avenue, Brooklyn, NY 11209, telephone number (718) 680-0400, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Sylvester J. Sichenze, 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 Agent has established the escrow account at TD Bank, located at 8201 15th Avenue, Brooklyn, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Sylvester Sichenze Client Funds 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.

All Deposits made 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 Sylvester J. Sichenze, as Escrow Agent.

All deposits made by Purchaser prior to closing will be placed, within five (5) business days after the Agreement is signed by all necessary parties, in a segregated special Escrow Account. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance with the Escrow Agreement.

The interest rate for all Deposits made into the Escrow Account (if the Escrow Account is interest-bearing) 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. Notwithstanding the foregoing, the Escrow Account is anticipated to be an IOLA account and no interest is anticipated to be earned thereon.

The Purchase Agreement is attached hereto in Part II of the Offering Plan. The relevant escrow trust fund provisions are included in Section 5 of the Purchase Agreement, which incorporates all of the provision of the Escrow Agreement set forth in Part II of this Offering Plan. The Purchase Agreement must be executed by the Purchaser, Seller, and the Escrow Agent.

Within ten (10) 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. Escrow Agent shall notify the Purchaser that such funds have been placed in the Bank by providing 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.

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, NY 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.

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 section 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 sections 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 Escrow Agreement and 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 judgment or order of a court of competent jurisdiction.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs 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 will not object to the release of the escrowed funds to:

- (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan, or an amendment to the Plan; or
- (b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

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. The Escrow Agent will maintain all records concerning the escrow account for seven years after the release of funds. Set forth in Part II of this Offering Plan is a copy of the Escrow Agreement between the Sponsor and the Escrowee which incorporates the terms of the Attorney General's regulations.

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

Risk of loss from fire or other casualty remains with the Sponsor until title has passed unless and until the purchaser is given the right of possession of that unit pursuant to a written agreement with the Sponsor. The Sponsor will restore the damaged unit to conditions represented in the Offering Plan before a purchaser will be obligated to close the sale of the unit. The Sponsor will notify a purchaser whether or not it (the Sponsor) will repair any damage resulting from a casualty prior to the closing of a unit within 15 days of said casualty. If Sponsor decides to restore the unit, the Sponsor shall have 15 days in which to restore the unit or such longer time as is required to accommodate the delivery of materials that must be ordered to complete any such repairs. If the Sponsor decides not to restore the unit, the purchaser in such case would have the right to rescind. An interim lessee assumes the risk of loss to his/her personal property that is not covered by the condominium's insurance, and, unless the casualty resulted from the act of the Sponsor or those acting under the Sponsor, the interim lessee would be obligated to close the sale of the unit despite such damage to the personal property. Purchasers and interim lessees are advised to confer with an insurance adviser regarding obtaining property and liability insurance.

Purchase Agreements will be contingent on Purchaser obtaining a firm written commitment for financing. Purchaser shall have 40 days from the date on which a signed and executed Purchase Agreement is delivered to such Purchaser within which to obtain such financing. If a Purchaser fails to obtain a firm written commitment for financing within such 40 day period, and fails to notify Sponsor's attorney within five days thereafter, **TIME BEING OF THE ESSENCE THERETO**, Purchaser shall conclusively be deemed to have waived the financing contingency and will be required to proceed to closing, or forfeit his/her down payment, whether or not a mortgage commitment is obtained. If Purchaser, after a good faith attempt to do so, fails to obtain a firm written commitment for financing, and notifies Sponsor within the prescribed time period, then Sponsor will return the down payment or deposit within 10 days after receipt of such notice. In the event Purchaser obtains a firm written commitment for financing, and the terms of such commitment are changed prior to closing, such change in terms shall not be an allowable reason for Purchaser to cancel the contract. Similarly, if the commitment expires prior to closing, Purchaser shall be under a good faith duty

to take all required actions necessary to extend such commitment, including the payment of any extension fee required by the lending institution. However, in the event Purchaser has made such good faith effort to extend the commitment and is unable to do so, then, provided that Purchaser notifies Sponsor within 10 days after receipt of a notice from a lending institution that it will not under any circumstances extend the commitment, and that Purchaser is exercising his right to rescind the contract, Sponsor will return the down payment within 10 days of Sponsor's receipt of Purchaser's notification of exercise of right to rescind.

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

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

The first closing of a Unit is expected to occur on or about September 1, 2017. If such closing is delayed more than twelve (12) months beyond the originally scheduled date, purchaser will be offered the right to rescind this contract. On closing, purchaser will be required to sign a Power of Attorney in favor of the Board of Managers as otherwise set forth in this Offering Plan.

Purchasers should note that even if the first closing occurs on or before the date projected as the date of commencement of operation at the time the purchase agreement was entered into or within the twelve (12) month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a temporary certificate of occupancy has not been issued for such units or for the floor on which such units are located. In such case, provided that the Sponsor is diligently pursuing completion of construction and issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the plan, a purchaser will not be entitled to a right of rescission or to make claims against the sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. **PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.** In the event, however, that Sponsor cannot convey title to the unit on or before twelve (12) months from the date of the purchase agreement, affected purchasers will be offered a right of rescission.

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

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

EFFECTIVE DATE

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

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

The Plan may be declared effective upon the execution of Purchase Agreements for 15% (in number, not common interest) of the residential units in the building to bona fide purchasers, including investors. A minimum of two (2) units must be sold to declare the Plan effective. The count of Purchase Agreements towards the minimum number for effectiveness shall not include those: signed by Purchasers granted a right of rescission which has neither expired nor been waived; a Purchaser who has not had at least three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement or not less than seven (7) days after delivering an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the full deposit refunded immediately; with any Purchaser who is the Sponsor, the selling agent, or the managing agent, or is a principal for the Sponsor, the selling agent, or the managing agent, or is related to the Sponsor, the selling agent, or the managing agent, or to any principal of the Sponsor, or the selling agent, or the managing agent by blood, marriage, or adoption, or as a business associate, employee, shareholder, or a limited partner; except that such a Purchaser, other than the Sponsor or a principal of the Sponsor, may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide. Parking and storage units are deemed accessory and shall not count towards the minimum number of units required to declare the plan effective; however, residential or commercial units purchased by an investor or for the purpose of resale shall be counted. If the Purchase Agreements used to declare the plan effective do not close, the Sponsors will re-declare the plan effective regardless of whether the condominium declaration has been recorded.

The Plan must be declared effective upon the execution of Purchase Agreements for 80% (in number, not common interest) of the units, which, in the case of this Plan means

seven (7) units. Prior to the sale of 80% of such Units, or prior to being declared effective, the Plan may be abandoned by the Sponsor at its option. The Sponsor cannot abandon the Plan for any judgments or liens against the property resulting from acts of the Sponsor or any of its principals or which are known to the Sponsor on the date of the Plan. If the Sponsor abandons the Plan, the Sponsor will return all monies paid by Purchasers, including downpayments and the cost of custom work, if any, together with interest earned, if any, within ten (10) business days. The Sponsor will also file with the New York State Department of Law an amendment abandoning the Plan and form RS-3, detailing why the Plan was abandoned, and explaining all disbursements of funds. 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 (5) days after the amendment abandoning the Plan has been accepted for filing.

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

TERMS OF SALE

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

Risk of loss from fire or other casualty remains with the Sponsor until title is passed, unless and until the Purchaser is given the right of possession of a unit pursuant to a written agreement with the Sponsor. Prior to passing of title or the Purchaser being granted the right of possession of a unit pursuant to a written agreement, the Sponsor will restore the damaged unit to conditions represented in the Offering Plan before a purchaser will be obligated to close the sale of the unit. The Sponsor will notify a purchaser whether or not it (the Sponsor) will repair any damage resulting from a casualty prior to the closing of a unit within fifteen (15) days of said casualty. If Sponsor decides to restore the unit, the Sponsor shall have fifteen (15) days in which to restore the unit or such longer time as is required to accommodate the delivery of materials that must be ordered to complete any such repairs. If the Sponsor decides not to restore the unit, the purchaser in such case would have the right to rescind. An interim lessee assumes the risk of loss to his/her personal property that is not covered by the condominium's insurance, and, unless the casualty resulted from the act of the Sponsor or those acting under the Sponsor, the interim lessee would be obligated to close the sale of the unit despite such damage to the personal property. Purchasers and interim lessees are advised to confer with an insurance adviser regarding obtaining property and liability insurance. Upon Purchaser acquiring the right of possession of the unit, all risk of loss to the unit and its contents, to the extent not covered by building insurance, passes to Purchaser, and Sponsor shall not thereafter be responsible for repairing any damage.

All personal property owned by the Sponsor or Owner of the property that is 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, is included in the conveyance unless specifically excepted elsewhere in this Offering Plan.

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

If any mortgages or construction loans encumbering the property will not be satisfied at or prior to closing of the first unit, each mortgagee will, at the time of the conveyance of the first unit, either consent to the formation of a Condominium and acknowledge that its lien will be limited to Unsold Condominium Units, or subordinate the lien of its mortgage to the Declaration of the Condominium, or release its lien upon the Condominium Unit being conveyed and its interest in the Common Elements.

CLOSING COSTS AND ADJUSTMENTS

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

- (a) If a Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium thereof which will vary depending upon the Purchase Price of the Unit. Rates set by the New York Board of Title Underwriters are \$723.00 on a Purchase Price of \$200,001.00 and approximately \$2.60 for each additional thousand dollars or fraction thereof. Mortgage title insurance is currently \$137.00 on a mortgage of \$100,001.00 and \$0.77 for each additional thousand dollars or fraction thereof. Where mortgage and fee title are obtained simultaneously the charge for mortgage insurance is reduced to 30% of the usual applicable rate, up to the amount of the fee insurance; the amounts provided reflect this.
- (b) Fees for recording the Deed and Power of Attorney are \$42.00 for the first two pages, plus \$5.00 per page for every page thereafter, and a \$50.00 service charge per instrument. Additionally, there is a \$25.00 charge for recording the Real Property Transfer Tax Return along with the deed.
- (c) If the purchaser obtains a mortgage loan, the purchaser will pay a mortgage tax of 2.05% of the principal amount of the mortgage if the mortgage is under \$500,000.00; under New York State Law the lending institution is required to pay 0.25% so that the effective rate of a residential mortgage under \$500,000.00 will be 1.8%. If the residential mortgage is \$500,000.00 or over the rate will be 2.175%, minus the 0.25% lending institution's contribution for a mortgage tax rate of 1.925%. If a mortgage tax credit is or becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure to the benefit of the Sponsor. Accordingly, at closing, the Purchaser will reimburse the Sponsor for any mortgage tax credit allowed and will pay the balance of the mortgage recording tax as provided by law.
- (d) All legal costs, fees and expenses charged by the purchaser's attorney will be the sole responsibility of each purchaser.

(e) New York City Real Property Transfer taxes, currently one (1%) percent of the Purchase Price of up to \$499,999, and 1.425% for those priced \$500,000 or above, will be the sole responsibility of the Purchaser. Payment of the New York City Real Property transfer tax by the Purchaser is deemed an additional consideration to the Seller, and so is in and of itself taxable, which will result in a "tax on a tax" effect.

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

(g) At closing, each Purchaser will be required to make a contribution to the Working Capital Fund in an amount equal to one month's common charges for the unit purchased.

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

(i) All closings will occur in Kings County at a location designated by the Sponsor's Attorney. Under no circumstances will Sponsor be required to close at any place other than a location designated by Sponsor's Attorney. In the event that Sponsor consents to a closing outside of a location designated by Sponsor's Attorney, there will be an attendance fee of \$500.00 for closings in Kings or New York counties or \$1,000 for closings in any other location.

(j) An apartment with a purchase price of \$1,000,000.00 or higher will be required to pay the New York State Mansion Tax of 1% of the purchase price. Also, to the extent that the "grossed-up" consideration causes the consideration to exceed \$1,000,000.00, this New York State Mansion Tax will be due.

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

Purchasers shall pay to the Sponsor's Attorney at closing a fee of \$1,100 for the preparation of closing documents. If a purchaser fails to close on the date set for first closing, or adjourns a scheduled closing date on less than three (3) days notice, there shall be a late closing adjournment fee of \$250.00 added to the above. In the event Purchaser fails to fulfill his/her terms of the Purchase Agreement and Sponsor's Attorney mails a Notice of Default, there will be a \$100.00 charge for such notice. The above closing fees are cumulative to the extent applicable to an individual closing.

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

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

A numerical example of closing costs allocable to a typical Unit is set forth on the next page. Said example is for illustrative purposes only and is not intended to be comprehensive.

SAMPLE CLOSING COSTS

\$ 798,000.00 Purchase Price

\$ 638,400.00 Mortgage

Mortgage and Fee Title Insurance	\$ 2,830.00
Deed and Power of Attorney Recording	\$ 177.00
Mortgage Recording Tax	\$ 12,289.00
New York City Transfer Tax	\$ 11,534.00
New York State Documentary Stamp Tax	\$ 3,205.00
Working Capital Fund Contribution	\$ 387.00
<u>Document Preparation Fee</u>	<u>\$ 1,100.00</u>
TOTAL:	\$ 31,522.00

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

RIGHTS AND OBLIGATIONS OF THE SPONSOR

The Sponsor will complete the work set forth in this Plan relating to the building and the apartments contained therein in conformity with and in accordance with the Building Plans and Specifications, and all applicable New York City Administrative Code requirements, and subject to procurement of all applicable and proper permits required, if any. In the event any housing, building, or fire department violations arise prior to closing, all such violations, if any, will be cured prior to closing. The Sponsor may make changes in design, layout, and arrangement of apartments, and substitute equipment and materials, except that the Sponsor may not (i) substitute materials or equipment of lesser quality or design, or (ii) change the size, location of buildings or units, other improvements, or common elements, if such changes adversely affect the public areas, or affect the percentage of common interest, or adversely affect the value of, any unit to which title has been closed, or for which a Purchase Agreement has been fully executed and is in effect, unless all affected purchasers consent in writing to such change, and all affected purchasers are given the opportunity to rescind their contracts and receive a refund of the deposit or downpayment given to the Sponsor. All representations under the Offering Plan, and all obligations pursuant to the GBL, and any additional obligations under the Offering Plan that are to be performed subsequent to the closing date, will survive delivery of the Deed.

This is an existing building. The existing Certificate of Occupancy will remain.

While the Sponsor will endeavor in good faith to sell all units, the Sponsor is retaining the unconditional right to rent rather than sell units after consummation of the Plan. Thus, Sponsor may never sell more than the 15% of units required to declare the plan effective. As a result of this, the Plan may not result in the creation of a condominium in which a majority of the units are owned by owner-occupants or investors unrelated to the Sponsor. The condominium Board does not have the right to approve or disapprove Purchasers, so there is no limit on the number of owners who may purchase for investment rather than personal occupancy. There may always be a substantial percentage of owners who are non-residents. Owner-occupants and non-resident owners, including Sponsor or purchasers for investment, may have inherent conflict on how the condominium should be managed because of their different reasons for purchasing (i.e., purchase as home as opposed to purchase as investment).

The Sponsor gives no warranty as to workmanship or materials that shall survive sale of a unit. Additionally, Sponsor gives no warranty on workmanship or materials with

regards to any common element or limited common element. The New York State Housing Merchant Implied Warranty Law does not apply to this project. Each prospective purchaser may have the building and apartments therein inspected by an architect or engineer of their own choosing, and at their own expense, to determine the quality of materials and workmanship. Regardless of any limitations in the Offering Plan, the Sponsor is obligated to construct the premises in accordance with all applicable codes and filed plans and specifications.

Unless the Plan has been abandoned pursuant to the EFFECTIVE DATE section of this Offering Plan, Sponsor will repair any damage from casualty or other cause that occurs prior to the closing of a unit. A Purchaser is under the obligation to inspect the unit prior to closing. Sponsor will have no liability of any kind for any damage to a unit not reported prior to closing. With regard to damage to a unit which is reported prior to closing, Sponsor will, as set forth above, repair all such damage within fifteen (15) days after closing (or such longer time as is required to accommodate the delivery of materials which must be ordered to complete any such repairs). In the event Sponsor fails to perform such obligation, Purchaser may enforce same in a court of competent jurisdiction.

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

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

The Sponsor will defend any suits or proceedings against the condominium arising out of the Sponsor's acts or omissions, and the Sponsor does hereby indemnify the condominium, the Board of Managers, and individual unit owners therefore. Nothing contained herein shall limit the rights of the condominium that are granted pursuant to law and statute.

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

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

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

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

CONTROL BY THE SPONSOR

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

The By-Laws are reproduced in Part II, beginning on page CBL1. A summary of certain pertinent provisions of these By-Laws is set forth below. The By-Laws limit the number of Managers on the Board of Managers (hereinafter called "Managers") to not less than three (3). The first Board of Managers to be elected by the Unit Owners shall consist of three (3) members.

At the time of the First Closing there will be three Managers designated by the Sponsor. However, the Managers will resign in favor of Managers who will be elected by the purchasers at a meeting to be convened within 30 days after First Closing. If the Sponsor still owns 50% or more of the units in the building at this time, a majority of the new Board of Managers may be Sponsor-appointees.

Transfer of control of the Condominium Board of Managers shall pass to unit owners other than the Sponsor at the later of the following:

- a) One hundred and twenty (120) days after the date by which 75% of the units have been conveyed to unit purchasers; or
- b) Three (3) years after the first conveyance of a unit to a unit purchaser.

Notwithstanding the foregoing, even after control is surrendered to a Board elected by unit owners, the Sponsor may vote for the unit owner of its choice at an election of Managers.

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

1. Shall not eliminate or reduce the number of employees, insurance coverages, or any service to a level less than that provided in Schedule B unless a majority of Managers elected by bona fide unit purchasers vote in favor thereof;

2. Shall, to the extent of their authority as Managers, use all reasonable efforts to cause the Building (including its equipment, services, and installations) to be kept operational, clean, and in a good state of repair and condition; and

3. Shall not veto expenditures required to comply with applicable laws or regulations and/or expenses necessary to remedy notice of violations of law, order of an insurance carrier, or any matter affecting the health and/or safety of the building's occupants.

The Sponsor may exercise veto power over other expenses for a period ending not more than five (5) years after the closing of the first unit, or whenever the unsold units constitute less than 25% of the common interest, whichever is sooner. Additionally, the By-Laws do not include a provision that a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household that are unrelated to the Sponsor and its Principals after the end of the initial Sponsor control period.

Until the earlier of five (5) years from the date of closing, or at the time at which the Sponsor or other Holder of Unsold Units owns units consisting of less than 25% of the common interest of the Condominium, Sponsor may exercise veto power over any expenses other than those described in SCHEDULE B, or which are required to comply with applicable laws or regulations, remedy any notice of a violation, remedy any work order from an insurer, or remedy any matter affecting the health and/or safety of the building's occupants. Additionally, so long as the Sponsor retains ownership of at least one unit in the building, the By-Laws, Declaration, and Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect the Sponsor without written consent by the Sponsor.

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

BOARD OF MANAGERS

The Condominium shall be governed according to the By-Laws in Part II, beginning on page CBL1.

The By-Laws limit the number of Managers to not less than three (3) members. The first Board of Managers shall consist of three (3) members designated by the Sponsor. However, these Officers and Managers will resign in favor of Officers and Managers which will be elected by the Unit Owners at a meeting to be convened within sixty (30) days after the First Closing; they may, however, be re-elected at such time. The By-Laws do not include a provision that a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its Principals after the end of the initial Sponsor control period.

Managers shall be elected by a plurality of the votes at a meeting at which a quorum shall be present. When voting for Managers, each Unit Owner shall be entitled to cast one vote for each .01% of common interest in the condominium appurtenant to such Owner's Unit, which may be cast all for one nominated manager or divided among any number of candidates. At such time as the Unsold Units constitute less than fifty (50) percent of the Condominium, but in no event later than the fifth anniversary of the Closing Date, not less than a majority of Managers shall be unit owners other than, and unrelated to, the Sponsor. Notwithstanding the foregoing, Sponsor may vote for Unit Owners from among the non-Sponsor related persons seeking election to the Board of Managers. Members of the Board of Managers shall serve without compensation, except for reimbursement for expenses actually incurred in the course of any furtherance of business for the Board of Managers.

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

The Board of Managers will be responsible for the operations of the affairs of the Condominium, including, but not limited to, the fiscal operation, repairs and maintenance of the common areas of the Property, replacement and capital improvements to the common areas of the Property, the hiring, supervision and discharging of employees and Managing Agent (if any), and the enforcement of the provisions of the By-Laws, and shall have the powers and duties necessary for the

administration of such affairs. The Managers shall serve without compensation or remuneration.

Any Manager may be removed from office at any time with or without cause upon the affirmative vote of the Unit Owners whose aggregate votes are at least 51% of the votes of the Condominium at a Unit Owner's meeting duly called for the purpose, provided, however, that the Manager(s) elected by the Holder(s) of Unsold Units can be removed only for cause by vote of a majority of the Unit Owners or without cause by the Holders of the Unsold Units.

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

The principal officers of the Condominium shall be the President, Vice-President, Secretary, and Treasurer, all of whom shall be elected by the Board of Managers. The President and Vice-President (but no other officers) need be members of the Board of Managers. All officers shall serve without compensation or remuneration. The officers shall be elected annually by the Board of Managers, and each officer shall hold office at the pleasure of the Board of Managers or until succession, resignation, or death. Upon the vote of a majority of the Board of Managers, any officer may be removed with or without cause.

The President shall be the chief executive officer of the Condominium, and shall have all of the general powers and duties which are incident to the office of a president pursuant to Section 9B of the Real Property Law of the state of New York (New York's Condominium Act).

The Vice-President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. The Vice-President shall also

perform such other duties as shall from time to time be imposed upon him/her by the Board of Managers or by the President.

The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers, shall have charge of such books and papers as the Board of Managers may direct, and shall, in general, perform all the duties incident to the office of a secretary pursuant to Section 9B of the Real Property Law of the state of New York (New York's Condominium Act).

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

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

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

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

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

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

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

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

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS

The headings used in this Section are inserted only as a matter of convenience and in no way define or limit the scope of the information contained within this Section.

1. Sale, lease, and mortgaging of units by unit owners.

Unit Owners will have the right to sell, lease, or mortgage their units, without restriction, except as set forth herein, subject to the requirements that all Common Charges are current. A Unit Owner may only sell or lease the entire Unit. A Unit Owner may not sell or rent only a portion of a Unit. While lease of a condominium unit, like any other contract, is subject to regulation by certain state laws (General Obligations Law, Multiple Dwelling Law, etc.), the terms of the lease (including rent) will not be subject to any state or local rent regulatory laws.

2. No right of first refusal.

The Board of Managers does not have a right of first refusal with regards to the sale or lease of any unit.

3. Common charges and assessments.

The Board of Managers shall from time to time, but at least annually, prepare a budget for the Condominium determining the amount of the Common Charges payable by the Unit Owners. Common charges will be established by determining the operating budget for the coming year of condominium operation and allocating to each unit owner a percentage of that budget in accordance with their percentage of ownership for common interest in the condominium. The Common expenses include, among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been, obtained by the Board of Managers. The Common Expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount of working capital and a general operating reserve. The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges payable by each of them, and shall furnish copies of each budget on which such Common Charges are based to all Unit Owners and to their mortgagees of record, if requested.

Under the provisions of Section 339-z of the Real Property Law, the Board of Managers on behalf of the Unit Owners shall have a lien on each Unit for unpaid Common Charges assessed against such Unit by the Board of Managers, together with interest thereon. Such lien shall be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on the first mortgage or record of such Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the Kings County Office of the City Register, and until all sums secured thereby with the interest thereon shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six year period), whichever may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the Unpaid Common Charges without foreclosing the lien. In the event the Sponsor is more than thirty (30) days in arrears on Common Charges for any unsold Unit during the time the Sponsor is in control of the Board of Managers, Sponsor will cause the Board of Managers to file a lien as provided for in section 339-aa of the Real Property law.

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

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

Owners, and in such event be exempt from all Common Charges and Expenses thereafter assessed.

4. Repairs and Maintenance.

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

5. Additions, alterations, and improvements.

No Unit Owner may make any structural addition, alteration or improvement in his Unit without the prior written approval of the Board of Managers. As a condition of the granting of its consent to the above acts, the Board of Managers may require the Unit Owner to execute an agreement in form and substance satisfactory to the Board of Managers setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the days and hours during which any work may be done. No application shall be filed with any governmental authority for a permit covering an addition, alteration, or improvement to be made in a Unit unless approved and executed by the Board of Managers; such approval, however, shall not result in liability on the part of the Board of Managers, or any of them, to a contractor, subcontractor, materialman, architect, or engineer,] by reason of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Unit, provided that any alterations to such Unsold Units shall be in accordance with, and

only as permitted by, the Condominium Act and all governmental regulations. Non-structural alterations and improvements to Residential Units that do not affect the exterior of the Building or the value of other Units may be made without prior approval of the Board of Managers.

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

6. Insurance.

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

The proceeds of the hazard and fire insurance policy shall be payable to the condominium Board in the event of a loss amounting to \$100,000.00 or less and to the insurance trustee if the loss exceeds \$100,000.00. Such proceeds shall be applied to the repairing, restoring, or

rebuilding of the subject premises unless otherwise determined by unit owners. In no event shall the proceeds of any insurance policy be paid to the holder of any mortgage on a unit unless there has been a determination by unit owners not to rebuild the building. The insurance trustee, if any, shall be a bank or trust company having an office in the City and State of New York.

7. Restrictions on occupancy and use.

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

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

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

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

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

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

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

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

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

8. Other material rights and obligations

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

Each Unit Owner shall be required to pay the Common Charges and Expenses levied by the Board of Managers. All Unit Owners, mortgagees, lessees, and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner, are subject to the By-Laws, the Declaration, and the Rules and Regulations. A

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

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

REAL ESTATE TAXES AND BENEFITS

After the units are separately assessed, each Unit Owner will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for the payment of, nor subject to, any lien for non-payment of taxes on any other unit. Units will not be separately assessed for the first year of condominium operation. On closing, Sponsor shall deposit with the Board of Managers a sum sufficient to pay all taxes due for the balance of the 2017/2018 tax year. The amount of the taxes deposited with the Board of Managers of the condominium will be disclosed in the post closing amendments until the units are separately assessed. The Board of Managers shall be authorized to pay such taxes as and when due from such escrow fund. As each subsequent individual condominium Unit is sold, the purchasers thereof, as a standard closing adjustment, shall reimburse the Sponsor for the portion of their tax liability paid by the Sponsor from the date of closing through the end of the 2017/2018 tax year. It is anticipated that Units will be separately assessed for the 2018/2019 tax year, and that individual Unit Owners (whether purchasers, holders of unsold shares, or the Sponsor) will pay the taxes thereof as set forth in the attached SCHEDULE A.

The Property started to receive Real Estate Tax Exemption Benefits pursuant to Section 421-a of the Real Property Tax Law of the State of New York during the tax year commencing July 1, 2010. Pursuant to its 421-a benefits, the City assessed the Property for the 2017/2018 tax year at its pre-construction value of \$21,565, and the Property is exempt from any increase in assessed value for real estate tax purposes, to the extent that such increase is the result of the reasonable cost of alteration or improvement to the building, for a period of ten (10) years after the exemption was granted. Thereafter, the exemption declines by 20% per year until, after the fifteenth (15th) year, real estate taxes will be based on the full assessed value of the property, or \$637,452, as determined by the City of New York. The real estate taxes payable in SCHEDULE A are determined by applying the current applicable tax rate of 12.892% to the non-exempt portion of the assessment, or \$21,565. The City of New York is not bound by the allocation of Common Interest, and may allocate on a different basis. All figures are estimates.

The following table indicates the application and expiration of benefits:

YEAR	ASSESSED VALUE	TAX
1-10	\$ 21,565	\$ 2,780
11	\$ 124,213	\$ 16,014
12	\$ 226,861	\$ 29,247
13	\$ 329,508	\$ 42,480
14	\$ 432,156	\$ 55,714
15	\$ 534,804	\$ 68,947
16	\$ 637,452	\$ 82,180

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

The projections set forth herein are based on current New York City Tax rate and assessment procedures. No guarantee or warranty is or can be made that the tax rate will not change in the future, or that the assessed value of the property will not rise due to changes in assessment practices and policies or increases in market value which are reflected in the assessed value.

Adequate recordkeeping and timely payment of real estate taxes are required to keep the 421-a tax benefits. Sponsor will use best efforts to comply with all procedures required to properly maintain the aforementioned real estate tax exemption benefits. Upon closing, the Sponsor will make all documents available to the Board of Managers for inspection and copying for the life of the benefits. Sponsor will keep all records required by HPD, and will make them available to HPD whenever requested to do so.

HPD routinely conducts audits, which can result in the reduction or revocation of benefits if proper documentation is not maintained.



Department of
Housing Preservation
& Development
nyc.gov/hpd

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

Preliminary Certificate of Eligibility

Docket

Owner: MPRI MGMT LLC, MW GREENWOOD HOUSE, LLC

Owner Address: 2021 57 STREET
BROOKLYN, NY - 11204

Address	Borough	Block	Lot	Permit Date	Cons Start
82 East 5 Street	Brooklyn	05273	0037	11/20/2007	12/12

Total Number of U
Preliminary Initial Adjusted Monthly Rent Per Rc
Ineligible /

Comments: 1. A/K/A 423 GREENWOOD AVENUE

This Certificate is for construction benefits only. Upon issuance of a Final Certificate of Eligibility, this project will be entitled to: 15 Year Tax Exemption

Based upon the information contained in the Application for Preliminary Certificate of Eligibility for Partial Tax Exemption filed 05/07/2008, and a determination by the Com-
pursuant to Section 421-a of the Real Property Tax Law and the 421-a Rules of the Department of Housing Preservation and Development issued pursuant thereto, is hereby granted the
of Eligibility for Partial Tax Exemption for the above premises, except as to those portions of the new building, if any, which are non-residential and which exceed the allowable 12% of
Facility and Accessory Use Space.

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

Date of Issuance: FEB 25 2009

Miriam Colon

Miriam Colon

Assistant Commissioner, Division of Housing Incentives

DEDUCTIONS TO UNIT OWNERS, AND TAX STATUS OF CONDOMINIUM

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

The Condominium will be governed by a Board of Managers. The Board of Managers will assess and collect Common Charges from the Unit Owners, and will have certain discretionary powers over the operating expenses and the application of the assessments. While there is presently no direct authority as to the tax status of the Condominium for Federal Income Tax purposes, Sponsor's Counsel is of the opinion that the Condominium will not be treated as an association taxable as a corporation, due to the fact that it will qualify as an exempt homeowner's association under section 528(c)(1) of the IRS code. As a result, the condominium may not be subject to Federal corporate income tax on its taxable income, if any.

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



CLAUDIA V. MURDOCH, ESQ.

ATTORNEY AT LAW
CLAV@CLAVLAW.COM

117 SEVENTH AVENUE
BROOKLYN, NEW YORK 11215

PHONE (718) 569-0045
FAX (347) 763-1095
OF COUNSEL: CHRISTINA DELASI, ESQ

OPINION OF COUNSEL REGARDING TAX STATUS OF
THE 82 EAST 5TH STREET CONDOMINIUM
PURSUANT TO TITLE 13 NYCRR § 23.3(aa)

The purpose of this document is to render an opinion with regard to 1) the availability of tax deductions for real estate taxes and mortgage interest under current federal, state, and city law; 2) the income tax status of the condominium; 3) the availability of real estate tax benefits for the condominium; and 4) the condominium's compliance with New York State Real Property Law Section 339(i).

This discussion assumes that the condominium in question, The 82 East 5th Street Condominium, is a validly-formed condominium under New York's Condominium Act (Article 9B of the New York State Real Property Law) consisting of eight (8) residential units.

1. Availability of Tax Deductions

A. Tax Deductions for Real Estate Taxes

Section 164(a) of the Internal Revenue Code speaks fairly clearly to the issue of deductibility of real estate taxes: "Except as otherwise provided in this section, the following taxes shall be allowed as a deduction for the taxable year within which paid or accrued: (1) State and local, and foreign, real property taxes." I.R.C. § 164(a). The section further defines a State or local tax as "includ[ing] only a tax imposed by a State, a possession of the United States, or a political subdivision of any of the foregoing, or by the District of Columbia." I.R.C. § 164(b)(2). Indeed, the IRS's 2012 Instructions for Schedule A Itemized Deductions (Form 1040) specifically instructs at page A-6 that taxpayers may include state and local real estate taxes paid.

New York, as one of the original 13 states, arguably traces its statehood back to 1776, and ratified the present United States Constitution in 1788. Clearly, its statehood is well-established. New York's 1964 Condominium Act clearly establishes the conceptualization of condominium units as real property, stating, "each unit and its common interest, not including any personal property, shall be deemed to be a parcel and shall be subject to separate assessment and taxation." N.Y. REAL PROP. LAW § 339-y. Each condominium unit is accordingly assigned its own block and lot; purchasers of condominium units take ownership of their units pursuant to real property deeds. Furthermore, the Condominium Act explicitly states, "each unit, together with its common interest, shall for all purposes constitute real property." N.Y. REAL PROP. LAW § 339-g. Therefore, New York state and city property taxes on condominium units constitute potentially deductible real property taxes for federal income tax purposes.

With regard to deductions, New York tax law generally follows the federal system: "If federal taxable income of a resident individual is determined by itemizing deductions from his federal adjusted gross income, he may elect to deduct his New York itemized deduction in lieu of his standard New York deduction." N.Y. TAX LAW § 615(a). (Indeed, New York State's 2012 Resident Itemized Deduction Schedule includes a line item for interest paid as reflected in the taxpayer's federal Schedule A.)

It is therefore my opinion that owners of residential units in this condominium who itemize their deductions will be eligible to deduct real estate taxes paid on said units for federal income tax purposes as well as New York state and city income tax purposes, subject to the limits imposed by the Internal Revenue Code, the New York tax law, and the specific taxpayer's personal situation. Each potential purchaser is strongly encouraged to consult with his or her own tax advisor concerning the deductibility of real estate taxes in his or her specific situation.

B. Tax Deductions for Mortgage Interest

The general Internal Revenue Code rule concerning interest is, "There shall be allowed as a deduction all interest paid or accrued within the taxable year on indebtedness." I.R.C. § 163(a). While subsection (h) disallows deductions for personal interest (I.R.C. § 163(h)(1)), it also clarifies, "For purposes of this subsection, the term 'personal interest' means any interest allowable as a deduction under this chapter, *other than* (D) any qualified residence interest

(within the meaning of paragraph (3))” (emphasis mine). I.R.C. § 163(h)(2). Paragraph (3) states, “The term ‘qualified residence interest’ means any interest which is paid or accrued during the taxable year on (i) acquisition indebtedness with respect to any qualified residence of the taxpayer, or (ii) home equity indebtedness with respect to any qualified residence of the taxpayer.” I.R.C. § 163(h)(3). “Acquisition indebtedness” is further defined as “any indebtedness which (I) is incurred in acquiring, constructing, or substantially improving any qualified residence of the taxpayer, and (II) is secured by such residence.” I.R.C. § 163(h)(3)(B)(i). The subsection limits acquisition indebtedness to \$1,000,000.00. I.R.C. § 163(h)(3)(B)(ii). “Home equity indebtedness” is defined as “any indebtedness (other than acquisition indebtedness) secured by a qualified residence to the extent the aggregate amount of such indebtedness does not exceed (I) the fair market value of such qualified residence, reduced by (II) the amount of acquisition indebtedness with respect to such residence.” I.R.C. § 163(h)(3)(C)(i). The subsection limits home equity indebtedness to \$100,000.00. I.R.C. § 163(h)(3)(C)(ii).

Again, here, New York tax law allows individuals who itemize their deductions for federal income tax purposes to elect to deduct their New York itemized deductions in lieu of their standard New York deduction. N.Y. TAX LAW § 615(a).

Given the provisions above, it is my opinion that purchasers who intend to use their units in this condominium for residential purposes and who itemize their deductions will generally be able to deduct their home mortgage interest for federal and New York State income tax purposes subject to the limits imposed by § 163 of the Internal Revenue Code. I express no opinion with regard to mortgage interest deductibility for purchasers of non-residential units or purchasers of units for non-residential reasons, such as investment or resale. Such purchasers are also strongly advised to consult with tax professionals to see if mortgage interest may be deductible for them and their purposes under other provisions of the Internal Revenue Code.

These materials are difficult even for practitioners to comprehend, as is evidenced by the plethora of clarifying Revenue Rulings and discussions surrounding the pertinent provisions of the Internal Revenue Code. Potential purchasers are *strongly* advised to consult with their own tax experts with regard to deductibility of mortgage interest, as § 163 contains several limitations on deductibility that may or may not apply to a given taxpayer’s specific situation. This opinion is only intended to render a general opinion; purchasers’

or owners' specific situations are well beyond the scope of this document and require a far more tailored analysis. For example, IRS Revenue Ruling 2010-25 tackled the distinction between acquisition indebtedness and home-equity indebtedness, and clarified that a specific taxpayer could deduct both interest paid on the first \$1 million of loan funds (out of a \$1.2 million loan) as acquisition indebtedness and could also deduct the interest paid on an additional \$100,000 of loan funds as home-equity indebtedness. Alistair M. Nevius, *IRS Expands Rules on Deductible Home-Equity Debt*. JOURNAL OF ACCOUNTANCY, May 2011, available at www.journalofaccountancy.com/issues/2011/May/20113910.htm.

2. Income Tax Status of the Condominium

The Internal Revenue Code exempts "homeowners associations" from income taxes, and defines a "homeowners association" as "an organization which is a condominium management association. . . if (A) such organization is organized and operated to provide for the acquisition, construction, management, maintenance, and care of association property; (B) 60 percent or more of the gross income of such organization for the taxable year consists solely of amounts received as membership dues, fees, or assessments from (i) owners of residential units in the case of a condominium management association. . . (C) 90 percent or more of the expenditures of the organization for the taxable year are expenditures for the acquisition, construction, management, maintenance, and care of association property. . . (D) no part of the net earnings of such organization inures. . . to the benefit of any private shareholder or individual, and (E) such organization elects (at such time and in such manner as the Secretary by regulations prescribes) to have this section apply for the taxable year." I.R.C. § 528. Additionally, the section states that, "the term 'condominium management association' means any organization meeting the requirements of subparagraph (A) of paragraph (1) with respect to a condominium project substantially all of the units of which are used by individuals for residences." I.R.C. § 528(c)(2).

Given that this condominium consists solely of residential units, it is my opinion that this condominium as managed by its Board of Managers will qualify as a homeowners association within the meaning of I.R.C. § 528 and will therefore be exempt from income taxes, provided, of course, that the Board of Managers properly elects to file under § 528.

3. Availability of Real Estate Tax Benefits for the Condominium

According to my review of the City of New York's tax records, the Property started to receive Real Estate Tax Exemption Benefits pursuant to Section 421-a of the Real Property Tax Law of the State of New York during the tax year commencing July 1, 2010. As such, the Property is exempt from any increase in assessed value for real estate tax purposes, to the extent that such increase is the result of the reasonable cost of alteration or improvement to the building, for a period of ten (10) years after the exemption was granted. Thereafter, the exemption declines by 20% per year until, after the fifteenth (15th) year, real estate taxes will be based on the full assessed value of the property. The estimates of projected real estate taxes in this Offering Plan are merely estimates based upon current information, cannot be construed as a guarantee, and are subject to change due to changes in the 421-a program, the city's assessment policies, and/or the applicable tax rates.

4. Discussion Regarding the Condominium's Compliance with New York State Real Property Law § 339(i)

Real Property Law § 339(i) governs allocation of common interest and provides four acceptable methods for allocating common interest among condominium units. The allocation of common interest to the units in this condominium has been made pursuant to Real Property Law § 339(i)(1)(iv), which allows for common interest to 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." N.Y. REAL PROP. LAW § 339(i)(1)(iv). It is my opinion that this condominium's allocation of common interest complies with Real Property Law § 339(i)(1)(iv). This opinion is also based on expert factual determinations as required by § 23.3(i) of Title 13 NYCRR; specifically, Sponsor's expert's opinion included in the Offering Plan at the section entitled COMPLIANCE WITH REAL PROPERTY LAW 339(i)(1)(iv).

Conclusion

In my opinion, the condominium will be eligible for tax-exempt status under I.R.C. § 528, if it elects such status, and unit owners will potentially be eligible for the real estate tax deductions and benefits described above. However, this opinion is not a guarantee; it is based on existing rules of law applied to the

facts and documents referred to above. No assurances can be given that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the condominium, the selling agent, or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law, or Internal Revenue Service rulings, or the New York State tax law, as amended, and cause the unit owners not to be entitled to income tax deductions or the benefits described above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Claudia V. Murdoch".

Claudia V. Murdoch

September 16, 2014

RESERVE FUND

On the date of the first unit closing, the Sponsor will establish a reserve fund that may only be used for capital expenditures. Current New York City law (New York City Administrative Code, Chapter 8) requires the reserve fund to be either:

- a) 3% of the total price; or
- b) 3% of actual sales at the time the plan is declared effective (subject to a minimum of 1% of the total price as specified in a) above), plus 3% of each subsequent sale during the five year period following the declaration of effectiveness, subject to the requirement that if the total so raised is less than 3% of the "total price," the Sponsor will make up the difference within thirty days.

The reserve fund will therefore be \$205,078 - \$215,280.00 if option A is used, or a lesser amount, which cannot now be determined, if option B is used. Sponsor shall determine the method to be used prior to the effective date of the plan, and the plan will be amended to reflect such choice. Sponsor currently intends to utilize option A, but reserves the right, by amendment to this offering plan, to substitute option B.

Pursuant to the aforementioned section in the New York City Administrative code, the Sponsor is entitled to take as a credit against the Reserve Fund to be created hereunder, an amount not exceeding 1% of the total offering price attributable to capital repairs or improvements made to the premises subsequent to the date of filing of the Offering Plan and prior to the date when the plan is declared effective. If Sponsor so elects, Sponsor will set forth subsequent improvements and their costs in a subsequent amendment to the Offering Plan.

In Sponsor's opinion, the amount allocated to the reserve fund is sufficient for major capital improvements and replacements which are reasonably foreseeable within three (3) years from the date of this offering.

While the Sponsor is in control of the Board of Directors, neither the Reserve nor Working Capital funds may be used to reduce maintenance charges as projected in the plan.

NEITHER THE DEPARTMENT OF LAW, NOR ANY OTHER GOVERNMENTAL AGENCY, HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL

OR RESERVE FUNDS. NO REPRESENTATION IS MADE THAT SUCH FUNDS, EITHER AS PRESENTLY CONSTITUTED OR AS THEY MAY BE INCREASED BY SUBSEQUENT AMENDMENTS, ARE ADEQUATE OR SUFFICIENT TO PAY FOR NEEDED CAPITAL EXPENDITURES, EITHER AS MAY BE DISCLOSED IN THE "DESCRIPTION OF PROPERTY AND BUILDING CONDITION," OR AS MAY BE SUBSEQUENTLY DISCOVERED.

WORKING CAPITAL FUND

At closing of title to each unit, the unit owner for such unit will contribute to the working capital fund of the Condominium an amount equal to one month's common charges (see CLOSING COSTS AND ADJUSTMENTS). Thus, there will be a \$3,477.00 working capital fund created on closing. Sponsor will make the required contribution for all unsold units at the time of the closing of the first unit, and will be reimbursed therefore on each subsequent closing of a unit by the unit purchaser. This Working Capital Fund will be used to make repairs and improvements and for other appropriate purposes as determined by the Board of Managers, particularly to meet emergencies not budgeted for in SCHEDULE A. While the Sponsor controls the Board of Managers (see CONTROL BY THE SPONSOR), the Working Capital Fund will not be used to reduce estimated Common Charges.

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

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

IDENTITY OF PARTIES

SPONSOR: The Sponsors of this project are MW Greenwood House, LLC, a New York limited liability company formed July 25, 2006, with offices located at 2021 57th Street, Brooklyn, New York 11204, and MPRI MGMT, LLC, a New York limited liability company formed November 14, 2005, with offices located at 1104 East 3rd Street, Brooklyn, New York 11230. The principal of Sponsor MW Greenwood House, LLC is Marek Wereszczynski, a general contractor. The principals of Sponsor MPRI MGMT, LLC are Mario Prestigiacomo, an electrical contractor, and Robert Imburgia, a real estate investor. Neither the Sponsors nor the principals of the Sponsors have previously been the Sponsor or principals of the Sponsor of any condominium or cooperative offerings in or from the State of New York within the past five years. There are no felony convictions, bankruptcies, judgments or injunctions against the Sponsor or principals.

COUNSEL: Sponsors have engaged Claudia V. Murdoch, Esq. of the Law Office of Claudia V. Murdoch, P.C., 117 Seventh Avenue, Brooklyn, New York 11215, to represent them in the conversion of the premises to condominium ownership. Sylvester J. Sichenze, Esq., 7703 5th Avenue, Brooklyn, New York 11209, will represent Sponsors in the closing of all individual condominium units, and will also be the escrowee holding all contract deposits. Ms. Murdoch and Mr. Sichenze represent the Sponsor, not the Condominium, which is not represented by counsel.

ENGINEER: The engineer, Steven I. Schneider, P.E., Schneider Associates, 866 Johnston Drive, Watchung, New Jersey 07069, has examined the physical condition of the property and has rendered his report thereof as set forth in Part II starting at Page AR1. Mr. Schneider has been a licensed engineer for approximately forty years and has prepared reports for numerous condominium projects in New York City. Mr. Schneider has no financial interest in the property, Sponsor, condominium, selling agent, or any other party interested in this transaction, except for his fee for services rendered in connection with his report.

MANAGING AGENT: The Sponsors are the managing agents for the plan. The Principal of Sponsor MW Greenwood House, LLC has approximately 15 years of experience managing properties. He currently manages four properties, two residential and two commercial. The Principals of Sponsor MPRI MGMT, LLC each have approximately 25 years of experience managing properties. They currently manage approximately 50 residential, commercial and mixed-use, properties.

SELLING AGENT: The Sponsor is the selling agent for the plan. The Sponsor has not previously been the selling agent for any offering of condominium or cooperative interests in real property in or from the State of New York.

SPONSOR'S PROFIT

The Sponsors have had an ownership interest in the property for more than three (3) years prior to the submission of the proposed offering plan to the Department of Law. The Sponsors expect to make a profit on the conversion of the property to a condominium.

GENERAL

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

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

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

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

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

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

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

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

DOCUMENTS ON FILE

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

REPORT TO UNIT OWNERS

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

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

SPONSOR'S STATEMENT OF BUILDING CONDITION

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

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

The Property will be offered in its condition as described in this plan. Neither the Sponsor nor the Condominium will have any obligation to make repairs or improvements except as set forth in this Plan. The Sponsor will cure, or cause to be cured, all violations of record against the Property on the closing date, eliminate all known dangerous or hazardous conditions, and comply with all work orders from mortgagees.

PART II

PURCHASE AGREEMENT

Purchaser(s) _____

Address _____

Home Telephone _____ Business Telephone _____

Purchaser's S.S.No _____

Purchaser's Attorney _____

Attorney's Address _____

Attorney's Telephone No _____

Broker _____ Telephone No _____

Unit _____ Common Interest _____ % Common Charges \$ _____

Cash Purchase Price \$ _____

Down Payment (herewith) \$ _____

Balance Due on Closing \$ _____

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

1. OFFERING PLAN READ. As Purchaser, I have received and read the Offering Plan of Condominium Organization (the Plan) with respect to premises located at 82 East 5th Street, Brooklyn, New York.

The Offering Plan for said premises, including all documents set forth in Part II thereof and any amendments thereto, is incorporated herein by reference with the same effect as if set forth at length. In the event of any inconsistency between the terms of the Offering Plan and this Purchase Agreement, the terms of the Offering Plan shall control.

I hereby accept and approve the Plan (and all of said amendments thereto, if any) and agree to abide and be bound by the terms and conditions thereof. The terms used herein shall have the same meanings as ascribed thereto in the Plan.

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

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

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

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

5. PAYMENTS HELD IN TRUST AT NAMED BANK. The Seller will hold all monies received by it directly or through its agents, employees or escrow agent, in trust, in compliance with the trust fund provisions of section 352-h and section 352-e(2)b of the General Business Law, until actually employed in connection with the consummation to the Offering Plan. All such monies will be deposited with TD Bank, under the name of Sylvester Sichenze Client Funds Account. The funds so deposited will be released by the escrow agent, an attorney at law, only for the purposes of, and in conformity with the consummation of this Plan, or returned to me as herein provided. I shall be entitled to any interest earned on the sums deposited by me. Unless the escrow account is of an IOLA type, I shall be entitled to any interest earned on the sums deposited by me unless otherwise agreed to by the parties hereto. However, it is not

anticipated that any interest will be earned.

All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account set forth herein. However, Purchaser should note that such funds may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrades or extras. As a result, in the event the Purchaser is entitled to a rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras (except for any unexpended portion of sums deposited for such purpose), provided the Offering Plan is consummated. In the event the Plan is abandoned by the Sponsor, all sums deposited with the Sponsor, including those used for upgrades or extras, shall be returned to the Purchaser. See the PROCEDURE TO PURCHASE Section of this Offering Plan for a more complete explanation.

The Escrow Agreement is attached hereto as Exhibit B.

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

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

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

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

10. DEFAULT AND LIQUIDATED DAMAGES. I agree that if I shall fail to pay the balance of the Cash Purchase Price when due, as herein provided, or, if I am otherwise in default hereunder as such term is defined herein, the Seller may elect to cancel this Agreement by written notice to me at my residence or at the address stated above, by

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

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

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

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

In the event a mortgage recording tax credit becomes available pursuant to Section

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

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

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

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

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

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

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

18. WHEN TITLE PASSES. I shall acquire no right, title or interest in the aforesaid Unit until (i) the entire Cash Purchase Price has been paid in accordance with the terms

hereof, and (ii) I have otherwise performed, observed and complied with the terms and conditions of this Agreement.

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

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

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

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

22. MORTGAGE FINANCING. This Contract will be conditional on Purchaser obtaining such loan in an amount not less than \$ from an institutional lender. Purchaser shall apply for said loan within five (5) business days after receipt of a fully executed copy of this Contract, and shall have forty (40) days from the signing of said Contract to obtain said mortgage commitment. Purchaser agrees to accept any commitment offered by the aforementioned lending institution

provided same is in at least the amount set forth above, and the purchaser has reasonably determined he/she can satisfy the conditions set forth therein. In the event Purchaser fails to obtain such commitment within forty (40) days from the date of execution of the Contract, either party may cancel this Purchase Agreement on five (5) business days written notice to the other party, whereupon this Purchase Agreement shall become null and void, and the down payment shall be returned to the Purchaser. If the financing commitment lapses or expires prior to closing and the Purchaser has made a good faith effort to extend the commitment but has been unable to do so, then so long as the Purchaser notifies the Sponsor within five (5) business days of the lending institution's refusal to extend the commitment, the Sponsor shall grant to the Purchaser a right of rescission. **IN THE EVENT THAT SPONSOR'S ATTORNEY DOES NOT RECEIVE SUCH NOTICE OF FAILURE TO OBTAIN FINANCING WITHIN FIVE BUSINESS DAYS AFTER EXPIRATION OF THE FORTY-DAY-PERIOD SET FORTH ABOVE (OR ANY EXPIRATION THEREOF), PURCHASER SHALL BE REQUIRED TO CLOSE WHETHER OR NOT PURCHASER RECEIVES FINANCING.**

23. AMENDMENTS. After acceptance of my Purchase Agreement and so long as I am not in default hereunder, there shall be no change in the amount of the Cash Purchase Price, size or layout of the apartment I intend to purchase, without my written consent first being obtained. If there is a material change in the size or quality of common areas, I shall be given written notice thereof by certified mail, return receipt requested, and I shall have fifteen (15) days therefrom to rescind my Purchase Agreement and obtain return of my Down Payment by so notifying the Sponsor or Selling Agent in writing by certified mail, return receipt requested. Notice of an amendment may also be given by overnight delivery service, or fax, and regular mail, and shall be deemed made when received, or when delivery is attempted. Notice of an amendment hereunder may be made by delivering a copy thereof and notice of its acceptance for filing to the attorney for the purchaser rather than directly to the purchaser in the form or manner set forth above.

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

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

26. RISK OF LOSS. Risk of loss from fire or other casualty remains with the Sponsor until title has passed unless and until the purchaser is given the right of possession of that unit pursuant to a written agreement with the Sponsor. The Sponsor will notify a purchaser whether or not it (the Sponsor) will repair any damage resulting from a casualty prior to the closing of a unit within 15 days of said casualty. In the case of an interim lessee, if the Sponsor is not obligated to repair any such damage, the Sponsor will make insurance proceeds available to the interim lessee purchaser, subject to the rights of the condominium Board.

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

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

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

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

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

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

31. APPLIANCES AND EQUIPMENT. The Unit is being sold unfurnished, without window blinds or shades and will contain only the appliances and equipment described above and in the Plan. Furniture, wall coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included

in this sale. Residential Units will be offered with surface treatments as are specified in the DESCRIPTION OF PROPERTY AND BUILDING CONDITION set forth in the Offering Plan. Purchaser will be responsible for any repainting and touch-ups necessitated from moving in. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Units' dimensions and arrangement, and Purchaser should not rely thereon. Sponsor shall not be liable for minor variations from any floor plans or sketches.

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

32. CONSTRUCTION

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

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

33. INSPECTION OF UNIT. At least ten (10) days before the Balance is to be paid, the Selling Agent shall notify the Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the

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

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

35. BROKER. Purchaser represents to Sponsor that the Selling Agent is the only broker or sales agent with whom Purchaser has dealt in connection with this transaction. Sponsor agrees to pay the commission due the Selling Agent pursuant to separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than Selling Agent, on account of any acts of Purchaser or of Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from any and all liabilities and expenses in connection therewith, including (without limitation) reasonable legal fees and disbursements. The provisions of this Paragraph 35 shall survive the Closing.

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

shall pay an assignment fee of \$1,500.00.

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

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

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

DATE: 20

Purchaser

Purchaser

APPROVED AND ACCEPTED
MW GREENWOOD HOUSE, LLC
by:

APPROVED AND ACCEPTED
MPRI MGMT, LLC
by:

ESCROW AGENT

EXHIBIT A
PRE-CLOSING INSPECTION STATEMENT

We/I, the named purchaser/s in a contract for Unit _____ at 82 East 5th Street,
Brooklyn, New York, certify that we/I have this day inspected said unit, and agree to
accept same in its present condition, subject to completion or repair of the items set
forth on the list attached hereto.

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

APPROVED AND ACCEPTED
MW GREENWOOD HOUSE, LLC

APPROVED AND ACCEPTED
MPRI MGMT, LLC

By:

By:

EXHIBIT B
ESCROW AGREEMENT FOR CONTRACT DEPOSIT

ESCROW AGREEMENT FOR CONTRACT DEPOSIT

AGREEMENT made this _____ day of _____, 20____, by and among _____ ("PURCHASER"), MW GREENWOOD HOUSE, LLC and MPRI MGMT, LLC ("SPONSORS") as Sponsors of the Offering Plan, and SYLVESTER J. SICHENZE ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSORS have filed the Offering Plan with the Attorney General to offer for sale condominium units at the premises located at 82 East 5th Street, 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") Section 352-e(2-b), 352-(h) and the Attorney General's regulations promulgated thereunder; and,

WHEREAS, SPONSORS 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 has established 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 Unit(s) _____ at premises 82 East 5th Street, Brooklyn, New York at TD Bank, a bank authorized to do business in the State of New York, at its branch located at 8201 15th Avenue, Brooklyn, New York 11209. The name of the account is SYLVESTER SICHENZE CLIENT FUNDS ACCOUNT.

1.2 ESCROW AGENT has designated the following attorneys to serve as signatories: Sylvester J. Sichenze, 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 7703 5th Avenue, Brooklyn, New York 11209, and a telephone number of (718) 680-0400.

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 Sponsors, 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 an IOLA 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 that 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 SYLVESTER SICHENZE CLIENT FUNDS ACCOUNT, 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 not be deemed to have been delivered to Escrow Agent pursuant to the terms of this Agreement.

2.2 ESCROW AGENT is hereby obligated to send a notice of all Deposits received by ESCROW AGENT to PURCHASER within ten (10) business days of receipt of same. Such notice shall set forth the Bank, the account number, and initial interest rate earned thereon. If the PURCHASER does not receive notification of such deposit within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase 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, NY 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 these regulations and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

3.1 Under no circumstances shall SPONSORS seek or accept release of the Deposit of PURCHASER to SPONSORS 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 SPONSORS 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 SPONSORS 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 SPONSORS or PURCHASER to release the Deposit, then ESCROW AGENT must give both the Purchaser and Sponsors 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 SPONSORS informing them of said release. If ESCROW AGENT receives a written notice from either PURCHASER or SPONSORS 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 SPONSORS and PURCHASER of such deposit.

3.4 SPONSORS 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 (7) years after release of the Deposit.

4.2 Upon the dissolution of a law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm, or by the successor firm and shall notify the 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 SPONSORS.

6.1 SPONSORS agree that SPONSORS and their agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the unit to a designated attorney who is a member of or employed by ESCROW AGENT, within two (2) business days of tender of the Deposit by PURCHASER, using such transmittal forms as required by ESCROW AGENT.

6.2 SPONSORS agree that they 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.

6.3 SPONSORS 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 SPONSORS 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.

8.1 This Agreement shall be binding upon SPONSORS, PURCHASER, and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

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

10. ESCROW AGENT'S COMPENSATION.

10.1 Prior to release of the Deposit, ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSORS from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11. SEVERABILITY.

11.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION.

12.1 SPONSORS agree 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.

13.1 This Agreement, read together with GBL §§ 352-e(2-b) and 352-(h) and 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:

Sylvester J. Sichenze, Esq.

By: _____

Name: Sylvester J. Sichenze, Esq.

SPONSOR:

MW GREENWOOD HOUSE, LLC

By: _____

Name: Marek Wereszczynski

SPONSOR:

MPRI MGMT, LLC

By: _____

Name: Mario Prestigiacomo

PURCHASER:

[INSERT NAME]

By: _____

Name: _____

UNIT DEED

THIS INDENTURE made the day of , 20 , between MW Greenwood House, LLC, 2021 57th Street, Brooklyn, New York 11204 and MPRI MGMT, LLC, 1104 East 3rd Street, Brooklyn, New York 11230 (hereinafter "Grantors"), and , (hereinafter "Grantee");

WITNESSETH:

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

The Unit described in the attached Schedule A.

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

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

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

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

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

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

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

TOGETHER with and subject to easements, rights of way, restrictions and encumbrances created by the Declaration for THE 82 EAST 5TH STREET CONDOMINIUM recorded in the Kings County Office of the Register of the City of New York on the day of , , in Reel , Page

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

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

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

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

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

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

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

MW GREENWOOD HOUSE, LLC

By:

MPRI MGMT, LLC

By:

STATE OF NEW YORK)
COUNTY OF) SS.:

On the _____ day of _____, 20____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF) SS.:

On the day of , 20 , before me, the undersigned personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

POWER OF ATTORNEY

THE UNDERSIGNED, the Owner of Unit No. _____ in the Condominium known as THE 82 EAST 5TH STREET CONDOMINIUM, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration recorded the _____ day of _____, 20____, in the Kings County Office of the Register at Reel _____, Page _____ in the floor plan of file as Map No. _____, do hereby nominate, constitute, and appoint persons who may from time to time constitute the Board of Managers of THE 82 EAST 5TH STREET CONDOMINIUM jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate, or otherwise, on behalf of all Owners of Units whose Owner in said Property, in accordance with their Common Interests, any Unit whose Owner desired to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners in all other assets of the Condominium as defined in the aforementioned Declaration, or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do, if the undersigned were personally present. In more particular delineation of, but not in derogation or limitation of, the power set forth above, the Board of Managers, notwithstanding bankruptcy of any Unit Owner, specifically has the power to do any act or thing, and execute any document necessary to effectuate the purposes set forth in the Declaration referenced above including, but not limited to, Amendment of said Declaration, execution of the Deed conveying condominium property, filing for a severance of tax lots, and any other document or thing reasonable or necessary to effectuate the aforementioned purposes.

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

The Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20____.

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

SAMPLE INTERIM LEASE

AGREEMENT made this day of _____ , 20__ between MW GREENWOOD HOUSE, LLC and MPRI MGMT, LLC (hereinafter SPONSORS) and _____ , (hereinafter PURCHASER);

WITNESSETH:

WHEREAS, SPONSORS are the Sponsors of a condominium conversion of premises located at 82 East 5th Street, Brooklyn, New York; and,

WHEREAS, PURCHASER has executed a Purchase Agreement for Unit _____ at said premises; and,

WHEREAS, PURCHASER wishes to occupy said unit prior to the closing of the transaction;

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.
- 2) PURCHASER shall pay a fee for use and occupancy of the unit of \$_____ per month. It is understood that this 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.
- 3) The use and occupancy fee 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.
- 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) As of the date of this Agreement, risk of loss to the unit and its contents by fire or other hazard shall be determined pursuant to the terms of the Offering Plan.

6) PURCHASER shall pay all utility costs and make any repairs to the apartment for which he would be obligated as owner. SPONSORS will not be responsible for ordinary wear and tear to the apartment during the PURCHASER'S occupancy.

7) PURCHASER may not make any alterations to the apartment without SPONSORS' written consent.

8) This lease will terminate on the happening of the earliest of the following:

- a- Closing;
- b- Rescission of the Purchase Agreement by PURCHASER;
- c- Default by PURCHASER.

9) Upon rescission of the Purchase Agreement by PURCHASER, or a default by PURCHASER that is not cured within 15 days after notice thereof, PURCHASER'S right to occupy the apartment will terminate, and PURCHASER must vacate the unit within thirty (30) days after mailing of Notice to Vacate by the SPONSORS. Such notice must be by certified mail, return receipt requested, to the unit. PURCHASER agrees to pay SPONSORS \$_____ per day for each day he remains in possession beyond the 30th day following mailing of the Notice to Vacate in conformity with this section. SPONSORS are 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 SPONSORS' ability to have PURCHASER evicted from the premises and to pursue any other legal remedy available to SPONSORS; nor shall anything herein be construed as a waiver by the SPONSORS of the right to retain, as liquidated damages, the down payment deposited upon execution of the Purchase Agreement.

10) Any default under this agreement will be a default under the Purchase Agreement, and any default under the Purchase Agreement will be a default under this agreement. Any such default will terminate PURCHASER'S right to use and occupancy, and will also terminate PURCHASER'S right to purchase the unit, and may result in loss of the down payment.

11) 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 as regards use and occupancy of the unit pending closing.

12) 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.

IN WITNESS WHEREOF, the parties hereunto set their hands this
day of _____, 20__.

SPONSORS

MW GREENWOOD HOUSE, LLC

MPRI MGMT, LLC

PURCHASER

TAX ESCROW AGREEMENT

AGREEMENT made this 24 day of September, 2014, by and between MW GREENWOOD HOUSE, LLC and MPRI MGMT, LLC (hereinafter "Sponsors"), and THE BOARD OF MANAGERS OF THE EAST 5TH STREET CONDOMINIUM (hereinafter "The Board");

WITNESSETH

WHEREAS, Sponsors are the Sponsors of the Offering Plan for the conversion to condominium ownership of the land and building located at 82 East 5th Street, Brooklyn, New York; and,

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

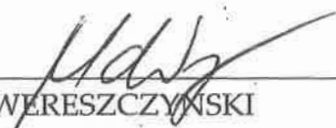
5. If the escrow was kept in an interest-bearing account, the interest earned thereon belongs to the Sponsors.

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

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

MW GREENWOOD HOUSE, LLC

by:


MAREK WERESZCZYNSKI

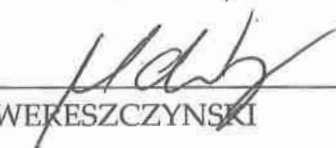
MPRI MGMT, LLC

by:


MARIO PRESTIGIACOMO

THE BOARD OF MANAGERS OF THE
82 EAST 5TH STREET CONDOMINIUM

by:


MAREK WERESZCZYNSKI

**ENGINEER'S REPORT
THE 82 EAST 5TH STREET CONDOMINIUM**

Prepared By:

SCHNEIDER ASSOCIATES
Steven I. Schneider, P.E.
866 Johnston Drive
Watchung, N.J. 07069
Phone No: 908-755-0059
July 16th, 2014



SECTION 20.7: DESCRIPTION OF PROPERTY AND SPECIFICATIONS

(a) LOCATION AND USE OF PROPERTY

(1) Address:

The building is located at 82 East 5th Street in the Windsor Terrace Section of the Borough of Brooklyn, County of Kings, City and State of New York in zip code 11218.

(2) Block and lot number:

The building is located on Tax Lot number 37 in Tax Block number 5273.

(3) Zoning:

The site is located in an R 5 Zone as designated on Map number 16 d of the N.Y. City Zoning Resolution.

The building was developed pursuant to optional, predominantly built-up Zoning regulations applicable to that particular residential zone. The building was not developed pursuant to Quality Housing Zoning Requirements.

(4) Permissible Use:

The Zone permits Residential and accessory uses as of right.

(b) STATUS OF CONSTRUCTION

(1) Year built:

The building was recently constructed and was completed in August of 2009.

(2) Class of construction:

The Class of Construction is I C as described by Table 3-4 of the 1968 New York City Building Code. The structural support members consist of non-combustible materials with a minimum fire protection rating of two hours. Structural, floor / ceiling and roof / ceiling assemblies shall also be of non-combustible materials with a minimum rating of one hour.

(3) Certificate of Occupancy, type and number:

The building has been completed and a Final Certificate of Occupancy number 302331796F was issued by the New York City, Department of Buildings for the use of the building as an eight unit multiple dwelling with open, accessory parking spaces for five cars.

(4) Permit numbers and description of work done:

The building was constructed as per plans which were filed with and approved by the Brooklyn Office of the N.Y. City Department of Buildings. The building plans were assigned Department of Buildings application number 302331796.

A permit number 302331796-01-NB was issued by the N.Y. City Department of Buildings for the construction of the new building.

(c) SITE

(1) Size:

The site is located at the Northwesterly corner of East 5th Street and Greenwood Avenue. The site has a frontage of 93.02 feet along East 5th Street and 27.00 feet along Greenwood Avenue. The site is irregular in shape and extends to a depth of 100.00 feet along the side, property line perpendicular to East 5th Street and 81.62 feet and 32.06 feet from Greenwood Avenue.

The site is has an area of approximately 5,415 square feet.

(2) Number of buildings and use:

There is one building constructed with a eight residential units, accessory uses and five, open accessory parking spaces.

(3) Streets owned or maintained by the project:

(i) Paving (material and condition);

The streets beyond the lot lines are existing, New York City sidewalks, curbs and roadways. East 5th Street is an existing, minimum 60.00 foot wide, irregular width, one way street. Greenwood Avenue is an existing eighty foot (80'-0") wide two-way street.

There is an existing concrete sidewalk fronting the property. The existing concrete sidewalk was newly constructed as was required for all new buildings.

The existing sidewalk providing access to the building is in good condition and is free of tripping hazards and ponding. The new sidewalk, curb cuts, ramps and aprons are ADA compliant and were replaced as directed by the N.Y. City Department of Transportation.

(ii) Curbing (material and condition);

There is an existing concrete curb fronting the property. The existing concrete curb was replaced with a new concrete curb, as is required for all new buildings, when construction was near completion.

The new curb is in good condition and free of tripping hazards. The new sidewalk, curb cuts, ramps and apron are ADA compliant and were replaced as directed by the N.Y. City Department of Transportation.

(iii) Catch Basins (location and condition);

The roadway is asphalt paved and is in good condition. The roadway fronting the property was repaired as directed by the N.Y. City Department of Transportation when construction was near completion. Existing catch basins are located along the roadway to drain the sidewalk, storm water run-off, into the existing New York City Sewer System. The existing catch basins are in good condition and are constructed of concrete with steel grating covers and are located along East 5th Street and along Greenwood Avenue. The existing catch basins have been installed by the N.Y. City Department of Transportation.

(iv) Street lighting (material, type, location and condition);

Existing street lighting is provided by the City of New York, and consists of vertical metal, stanchions surmounted with mercury arc lamps in metal enclosures. The existing street lights are located, at the sidewalk close to the curb, on both sides of the roadway along East 5th Street and along Greenwood Avenue. The existing street lights are in good condition.

(v) Conformity with Municipal Codes;

The sidewalk paving, curb, curb cuts, ramps and aprons are ADA compliant. In addition catch basins and street lighting are designed to conform to the standards of the N.Y. City Department of Transportation and the N.Y. City Department of Buildings and Building Code. A Builders Paving Plan was filed with, approved and signed off by the N.Y. City Department of Buildings under application number 310044421, for the construction of the new sidewalk, curb and roadway.

The Condominium Board will be responsible for maintaining the sidewalk in front of the property as per the N.Y. City Department of Transportation requirements.

(4) Drives, sidewalks and ramps:

(i) Paving (material and condition);

There are poured, reinforced concrete, driveways at grade level adjacent to the Westerly and Northerly, side property lines. The driveways will provide access to open parking areas located at the front of the building, accessible from Greenwood Avenue and to the rear of the building accessible from East 5th Street.

(ii) Curbing (material and condition);

There will be a raised, reinforced concrete curb (approximately six inches above the adjacent grade) at the yard area to the front of the building. The curb will be at the perimeter of the open areaway (which contains a concrete ramp and stairway which provides access to the basement floor level). The curb supports an existing wrought iron, railing which is at the perimeter of the areaway.

(iii) Catch Basins drainage (location and condition);

There will be no catch basins on the property. There will a concrete drywell in the yard area to the rear of the building which will dissipate some of the storm water runoff from the site.

(iv) Street lighting (material, type, location and condition);

There will be no street lighting on the property.

(v) Conformity with municipal codes;

All paving and drainage devices were designed to conform to the standards of the N.Y. City Department of Buildings and the N.Y. City Building Code and were subject to approval and inspection by the Department of Buildings.

(d) **UTILITIES**

Water, is provided by the City of New York, and water consumption will be a common charge .

Natural **Gas**, is provided by National Grid, for cooking and heating; and each unit will be separately metered and billed directly.

Electricity, is provided by the Consolidated Edison Company, and each unit will be separately metered and billed directly.

Telephone service, will is provided by Verizon, and each unit will be billed directly.

The entire **Sanitary** waste, is carried from the building into the existing New York City Sewer System.

The **Storm** water runoff is partially transported to the existing N.Y. City Sewer System and partially dissipated by means of a drywell.

The cost of services of the common areas will be borne by the Condominium Board.

(e) **SUB-SOIL CONDITIONS**

The site is located on FEMA Map number 3604970213F which is an unprinted panel. This indicates that the site is located in an area determined to be outside the annual chance floodplain.

The soil at the bottom of the footings is Class 7-65 soil, as per subsurface test borings which were performed by C.E. Boss Co., Inc., 3319 Merritt Avenue, Bronx, N.Y. 10475. The soil has a bearing capacity of approximately three to six tons per square foot. There was no ground water encountered to approximately thirty one feet below the average grade level of the site, at the end of the boring.

All foundations and footings are relatively new. There is no apparent evidence of uneven foundation movement, settling, cracking, mortar joint decay, etc.

- (1) The footings consist of poured, reinforced, L shaped and spread footings, reinforced with steel re-bars. The footings support the perimeter foundation walls and also the intermediate columns. The foundation walls are also of poured, concrete reinforced with steel re-bars. The below grade, exterior surfaces of the perimeter, foundation walls and footings were treated with a troweled on mastic waterproofing membrane.
- (2) There is no apparent evidence of moisture, seepage or ground water infiltration.
- (3) There is no apparent danger from flooding due to a water table or overflow from other bodies of water. The site and surrounding properties are relatively flat and there is no apparent potential for mudslides or erosion from the surrounding properties.

Foundation walls were treated with trowelled on, mastic waterproofing at below grade surfaces. Drainage is facilitated at the foundation walls by providing gravel fill adjacent to the exterior of the mastic coated foundation walls.

Ad freezing stresses are negated by the mastic coated foundation walls, gravel fill adjacent to the foundation walls and the fact that the level of the footings will be much greater than the level of the frost line for the region, which is approximately three feet below the adjacent grade. In addition the cellar area is mostly heated in the cold season.

(f) **LANDSCAPING AND ENCLOSURES**

- (1) There are no grass areas at the yard areas to the front and rear of the building.
- (2) There will be no plantings on the property.
- (3) There are two existing trees at the sidewalk area in front of the property along East 5th Street.
- (4) There is an existing, wrought iron fencing, approximately four feet in height, at the perimeter of the areaway at the yard area to the front of the building at the East 5th Street property line. The areaway will contain a ramp and open steps to the basement floor level.

There is an existing five foot high, vinyl fence enclosing the yard area along the northerly, side lot line and also at the rear and southerly side lot lines. The existing fence is in good condition.

- (5) There are no gates on the property.
- (6) There will be no garden walls at the open yard areas.
- (7) There is a concrete retaining wall constructed at the yard area at the front of the property along the East 5th Street property line. The retaining wall is of reinforced concrete construction and forms the perimeter of the areaway which contains the ramp and stair to the basement floor level.

The perimeter of the areaway is protected with wrought iron guard rails with a minimum height of three feet, six inches (3'-6") above the adjacent finished grade level. The maximum spacing between vertical mullions of the railings is approximately four inches (4") as required by the N.Y. City Building Code.

All exterior metals, including fasteners, at the railings are corrosion resistant.

- (8) There will be no display pools or fountains at the open yard areas.

The flat roof areas are a poured, reinforced, concrete slab on corrugated steel decking; supported by steel channel joists which in turn will be supported by the bearing walls and steel girders.

The structural system of the building has been designed to withstand lateral forces due to wind, soil and earthquake in compliance with the N.Y. City Building Code.

The construction class of the building shall be noncombustible Construction Class I B as per Table 601 of the N.Y. City Building Code.

(1) Exterior of Building:

(i) Walls;

The exterior walls are load-bearing, masonry walls, consisting of a brick veneer at the exterior surfaces, supported by galvanized steel ties anchored to load-bearing masonry blocks with galvanized steel wire trusses. The brick veneer shall be fitted with stainless steel or copper fabric flashing and weep holes to allow for drainage. The interior finishes are of gypsum wallboards on steel furring channels. The spaces between the steel furring channels shall be fitted with fiberglass, batt insulation with a minimum R value of 11. The exterior wall composition has been designed to comply with the New York State Energy Conservation Construction Code and the N.Y. City Energy Code.

Exterior walls are also fitted with stainless steel or copper fabric flashing at window and exterior door openings. The exterior walls have a minimum rating of two hours as required by the 1968, N. Y. City Building Code for Construction Class I C.

The building is less than six stories in height and does not have to comply with Local Law 11 of 1998 which requires facade inspections.

(ii) Windows;

Windows are double-glazed and mainly of the casement type, as manufactured by Andersen. Glazing is set in wood frames with a rigid, vinyl clad exterior finish. The perimeter of window openings, are fitted with a latex-based, caulking compound at interior and exterior surfaces. Air infiltration rate of windows shall not exceed 0.3 cfm per square foot in compliance with the New York State Energy Conservation Construction Code.

The manufacturer guarantees one year, parts and hardware and five years glazing.

The Sponsor reserves the right to provide windows by different manufacturers which are equal to or better than noted above.

Window sills are constructed of masonry. Lintels above window openings are of steel fabrication.

Window guards shall be installed as necessary by each unit's owner. Aluminum window guards shall be installed by each unit's owner at the windows within each unit that a child of ten years old or younger will reside.

There will be no window screens provided.

There will be no lot line windows at the exterior walls of the building.

(iii) Landmark Status;

The building is not located in a Landmark area nor will the building be designated Landmark Status.

(2) Parapets and Copings:

Parapets at the roof areas above the third floor are constructed of brick veneer supported by load bearing steel studs. The parapet walls are capped with cast stone coping which are anchored to the load bearing walls with non corrosive steel dowels.

(3) Chimneys and Caps:

There are direct vent stainless steel flues provided, for the ventilation of the mechanical equipment located in the mechanical closets within each unit. The flues terminate at the roof above the third floor level.

(4) Balconies and Terraces:

(i) Deck Finish;

The finished surfaces of the cantilevered balconies, located at the second and third floors, shall be a screeded, concrete finish. The balcony areas are in good condition. The terrace areas, located at the roof areas above the third floor level shall be a five ply rubberoid roofing finish.

(ii) Balustrade;

There are no balustrades at the cantilevered balconies or at the roof terraces. The perimeter of the balconies, are protected with wrought iron railing. The perimeter of the roof terraces are protected with a steel stud parapet wall finished with brick veneer at the interior surfaces.

(iii) Railings;

Balconies are protected at the perimeter with wrought iron guardrails, with a minimum height of three feet and six inches (3'-6") above the finished balcony or roof level. The maximum spacing between the vertical mullions of the railings shall be approximately four inches (4") on center as required by the N.Y. City Building Code.

(iv) Coping;

The coping at the top of the terrace walls are of cast stone, anchored to the masonry veneer walls with non corrosive steel dowels.

(v) Soffits;

The soffit areas of the cantilevered balconies shall be finished with stucco.

(vi) Doors to balconies and terraces;

The doors to balconies are single hinged, glass doors as manufactured by Andersen. The doors shall be equipped with double paned, glass set in wood framing which shall be finished with a rigid, vinyl cladding. Balcony doors shall be equipped with an entry type lockset.

The doors to the roof terrace areas are fireproof self-closing, hollow core, steel doors with a minimum rating of one and one half hours. The doors are set in steel framing. Terrace doors are equipped with entry type locksets.

The Sponsor reserves the right to provide doors by a different manufacturer which are equal to or better than noted above.

(5) Exterior entrances:

(i) Exterior Doors and Frames;

There will be one, main exterior entrance door located centrally at the front facade at the basement floor level of the building. The entrance will provide access to the common stairs and to all levels of the building. There is an exterior door, providing access to the cellar floor level to the rear of the building.

The main entrance door to the building is a single, hinged, self closing, double glazed, double, glass doors set in extruded aluminum framing. The entrance door is equipped with an entry type lockset. The cellar door is a fireproof self-closing, hollow core, steel door with a minimum rating of one and one half hours.

(ii) Vestibule doors and frames;

There are no vestibule doors at the entrances.

(iii) Exterior Stairs;

There will be two stairs at the exterior of the building. There will be one stair, at the yard area to the front of the building, which will provide access to the main entrance and one stair to the rear of the building which will provide access to the cellar floor level.

Stairs are of poured, reinforced, concrete construction with wrought iron handrails, and wrought iron railings at the perimeter of the open stairwells.

(iv) Railings;

There will be railings and handrails on both sides of a handicap access ramp, which will provide access to the main entrance from the sidewalk area in front of the property. The railings and handrails are of wrought iron construction. The top of the handrails shall be a minimum of thirty four inches and a maximum of thirty eight inches in height above the level of the ramp.

(v) Mailboxes;

U.S.P.S. approved type mailboxes are provided for each residential unit within the entrance lobby at the first floor level. Mailboxes are wall mounted, cluster box type units and are of aluminum construction.

(vi) Lighting;

There is a wall mounted, lighting fixture provided adjacent to the entrance at the front facade. The lighting fixture is capable of providing an aggregate illumination of one hundred and fifty (150) watts incandescent illumination, or its equivalent at the entrance.

Lighting requirements shall be in compliance with the New York City Housing Maintenance Code and Multiple Dwelling Laws.

All lighting fixtures shall be installed by a N.Y. State licensed electrician and shall be in compliance with the New York City Electrical Code.

(6) Service entrances:

There is an exterior door, providing access to the common areas at the cellar floor level, to the rear of the building.

(i) Exterior Doors and Frames;

The cellar door is a fireproof self-closing, hollow core, steel door mounted on steel frames, with a minimum rating of one and one half hours.

(ii) Vestibule doors and frames;

There are no vestibules at the cellar floor level.

(iii) Exterior Stairs;

There is an exterior stair to the rear of the building. The stairs are of poured, reinforced, concrete construction.

(iv) Railings;

Railings and handrails are of wrought iron construction which have been primed and painted.

(7) Roof and Roof Structures:

(i) Types:

There will be a flat roof area above part of the third floor level of the building. There will be a sloping roof area which is pitched down and away from the parapet wall enclosing the flat roof area.

(i) (a) Material;

The flat roof areas are finished with rubberoid, built-up roofing membrane, as manufactured by Firestone, on rigid insulation supported on a reinforced concrete slab on corrugated metal decking which in turn are supported by steel joists and girders and the load-bearing walls.

The sloping roof areas are finished with asphalt shingles, on rigid insulation and exterior grade gypsum wallboards which in turn are supported by steel joists and load-bearing steel stud and masonry walls.

(i) (b) Insulation;

The spaces between the steel joist rafters are fitted with fiberglass, batt insulation with a minimum R value of 32.

(i) (c) Surface finish;

The flat roof surfaces are finished with a built up, rubberoid, roofing membrane. The sloping roof surfaces are finished with asphalt shingles.

The existing roof areas are in good condition.

(i) (d) Bond or guarantee;

The expected life span of the roof type is ten (10) years. A ten (10) year warranty on materials will be provided by the manufacturer.

(i) (e) Flashing materials including counter flashing;

The perimeter of the roof areas at parapet walls shall be fitted with aluminum flashing and counter flashing.

Penetration of ducts, pipes, skylights, etc. have been fitted with flashing and waterproofed with galvanized steel or stainless steel base and cap flashing.

All exterior metals including fasteners at roof areas are of corrosion resistant material.

(ii) Drains:

(ii) (a) There are cast iron, roof drains connected to vertical, cast iron leaders located at the flat roof areas above the third floor and at the roof above the common stair bulkhead. The roof drains and leaders will be connected to the building's storm drainage system.

(ii) (b) Gutters and vertical, aluminum leaders will drain the storm water runoff from the sloping roof areas above the third floor. The runoff from the bulkhead roof areas will then be transported to the roof drains at the roof above the third floor level.

(iii) Skylights:

There will be one skylight located at the roof above the common stair bulkhead. The skylight is constructed of plain glass set in steel frames with welded steel wire mesh above and below. The skylight is a fixed skylight, with a minimum area of twenty square feet and is equipped with a minimum one hundred and forty four square inch ridge vent. The skylight is constructed with curbing approximately six inches in height above the finished bulkhead roof.

(iv) Bulkheads:

(iv) (a) Stair (material);

The walls of the stair bulkhead are constructed of load-bearing steel stud with a stucco finish on exterior grade gypsum wallboards at the exterior and gypsum wallboard finish at the interior surfaces. The roof area above the stair bulkhead is finished with a rubberoid, built-up, roofing membrane, on rigid insulation and exterior grade gypsum wallboards, which will be supported by steel joists and the load-bearing steel stud walls.

The spaces between the steel studs at the exterior walls and between the steel joist rafters are fitted with fiberglass batt insulation

(iv) (b) Elevator (material);

There is no elevator bulkhead at the roof area.

(iv) (c) Other;

There are no other bulkhead areas.

(v) Metal work at roof levels:

(v) (a) Exterior metal stairs;

There are no exterior metal stairs at the stair bulkhead.

(v) (b) Vertical ladders, including gooseneck;

There are no vertical ladders including gooseneck ladders at the roof areas.

(v) (c) Railings;

There are no railings, at the perimeter of the roof areas.

(v) (d) Hatches to roof;

There are no hatches to the roof areas.

(v) (e) Other;

There are no other structures at the roof areas.

(vi) Rooftop Facilities:

New steel dunnage beams support the condensers at the roof above the common stair bulkhead. All exterior metals, including dunnage beams and fasteners are of corrosion resistant materials.

(8) Fire Escapes:

There will be no fire escapes at the exterior of the building as fire escapes are not permitted on new buildings. The following sub sections will not be applicable to this Report:

(i) Location;

(ii) Floors covered;

(iii) Drop ladder;

(iv) Type;

(v) Materials;

(9) Yards and Courts:

There will be two front, two side and one rear yard area at the exterior of the building.

The front yard area at Greenwood Avenue is approximately eighteen feet in depth, measured perpendicular to front property line at the basement and first floor levels. The front yard area at East 5th Street is approximately ten feet in depth measured perpendicular to the front property line.

The side yard area at the northerly side of the property (accessible from East 5th Street) is fifteen feet measured perpendicular to the northerly, side property line. The side yard area at the westerly side of the property is approximately eight feet, measured perpendicular to the side property line.

The yard area to the rear of the building is irregular in shape and will be a minimum width of twenty four feet and six inches and will be approximately fifty three feet and nine inches in depth, measured perpendicular from the rear property line to the nearest point of the building.

(i) Paving;

The yard areas will be paved with concrete reinforced with welded steel, wire fabric at all stairs, ramps, driveways and parking areas.

(ii) Drainage;

The yard areas will be equipped with cast iron area drains which will be connected to either a concrete drywell in the rear yard area or to the building's storm drainage system, via below grade, cast iron drainage piping.

(iii) Railings;

There will be wrought iron railings, at the front yard area, on both sides of a concrete ramp which will provide access from grade level to the basement floor level.

(iv) Stairs;

There will be one stair at the front yard area at East 5th Street and one stair at the side yard area at the westerly, side property line. Both stairs are of reinforced concrete construction.

(v) Fencing;

There is an existing rigid, vinyl fence along the property lines at the side and rear yard areas separating the driveway and parking areas from the adjacent properties.

The existing fence is approximately five feet in height above the grade level of the property.

(vi) Walls;

There is a concrete retaining wall constructed at the front yard area, at the East 5th Street property line. The retaining wall is approximately twelve inches thick, and is constructed of poured concrete reinforced with steel re-bars.

(10) Interior Stairs:

(i) Number and type;

There is one common, interior stair, which provides access to all levels of the building and two private, interior stairs which provides access between the basement and cellar levels for each of the units located primarily at the basement floor level.

(ii) Enclosure;

The walls of the common, interior, stair enclosure shall be constructed of masonry and of steel studs with two layers of one hour rated, gypsum wallboards on each side. Ceiling areas, below landings shall also be finished with gypsum wallboards which will be primed and painted.

The walls adjacent to the interior stairs within the units shall be of gypsum wallboards which shall be primed and painted.

(iii) Stair construction;

The common interior stair shall be of steel pan construction with concrete treads.
The stairs within the units shall be of wood construction.

(iv) Stringers;

The stringers at the common interior stairs are steel channel, stringers.
The stringers of the stairs within the units are of wood construction.

(v) Treads;

The treads of the common interior stairs are of poured concrete.
The treads of the stairs within the units are of wood construction.

(vi) Risers;

The risers at the common interior stairs are of steel plate construction.
The risers at the interior stairs within the units are of wood construction.

(vii) Guardrails;

The open perimeter of the common stair landings, where necessary, shall be protected with wrought iron guardrails, with a minimum height of three feet and six inches (3'-6") above the level of the landings. The maximum spacing between the vertical mullions of the railings shall be approximately four inches (4") as required by the N.Y. City Building Code.

The open perimeter of the stair landings within the units, where necessary, shall be protected with wood guardrails, with a minimum height of three feet and six inches (3'-6") above the level of the landings. The maximum spacing between the vertical mullions of the railings shall be approximately four inches (4") as required by the N.Y. City Building Code.

(viii) Balustrade;

There will be no balustrades at the perimeter of stair landings.

(11) Interior Doors and Frames:

(i) Unit Entrance and Interior Doors and Frames;

The entrance doors to the residential units shall be hollow steel, fireproof, self closing doors with a minimum fire rating of one and one half hours. Unit entrance doors are mounted on steel frames. Residential unit entrance doors are equipped with an entry type lockset and interview peephole.

Interior doors within the residential units are hollow core, wood doors, set in steel frames. Doors within the residential units are equipped with passage type locksets.

(ii) Corridor doors and frames;

Corridor doors and frames, to the boiler and meter rooms, located at the cellar floor level, shall be hollow metal, steel covered, fireproof, self closing doors with a minimum fire rating of one and one half hours and shall be mounted on steel frames. The doors shall be equipped with a passage type lockset.

(iii) Stair hall doors and frames;

The stair hall doors, located at the cellar and basement floor levels shall be a hollow core, steel fireproof, self closing door with a minimum fire rating of one and one half hours. Stair hall doors shall be mounted on steel frames and shall be equipped with a passage type lockset.

(iv) Roof Doors, Cellar Doors and frames;

The roof doors to the common stair shall be a one and one half hour rated fireproof self closing, hollow core, steel doors mounted on steel frames.

(12) Elevators:

There will be no elevators in the building therefore the following sub sections will not be applicable to this Report.

- (i) Number;
- (ii) Manufacturer & capacity;
- (iii) Type of Operation;
- (iv) Automatic (Type of controls);
- (v) Floors served;
- (vi) Type (hydraulic, gearless);
- (vii) Doors (sliding, swinging, manual, automatic);
- (viii) Location of machine rooms;
- (ix) DC motor (manufacturer);
- (x) AC motor generator set (manufacturer);

(13) Elevator Cabs:

There will be no elevator cabs in the building therefore the following sub sections will not be applicable to this Report.

- (i) Kind (Manufacturer);
- (ii) Floor (Material);
- (iii) Walls (Material);
- (iv) Ceiling (Material);
- (v) Lighting;
- (vi) Alarm, Safety system;

(i) **AUXILIARY FACILITIES**

(1) Laundry rooms:

(i) Location and number;

There will be one laundry closet provided within each residential unit with hookups for a stackable type, domestic washer and dryer at the cellar level and at the first through third floor levels.

Laundry equipment to be installed shall be U.L. approved or N.Y. City M.E.A. or B.S. and A. approved if necessary.

(ii) Clothes Washers;

There is a stacked, combined, washing machine and dryer, as manufactured by Bosch, provided by the Sponsor.

(iii) Clothes Dryer;

There is a stacked, combined, washing machine and dryer, as manufactured by Bosch, provided by the Sponsor.

(iv) Room Ventilation;

There will be no mechanical exhaust ventilation provided for the laundry closets.

(v) Dryer Ventilation

There will be a vertical, metal exhaust ventilation duct provided in each laundry closet for the dryers. Each exhaust vent duct will terminate at the roof above the third floor level.

(2) Refuse Disposal:

(i) Incinerators;

There will be no incinerators in the building.

(ii) Compactors;

There will be no garbage compactors in the building

(iii) Approvals by Authority having jurisdiction;

There will be no approvals required. Garbage will be removed by the N.Y. City Department of Sanitation.

(iv) Storage Location;

Refuse disposal will be the responsibility of each residential unit's occupant. They will collect their own garbage and take it to grade level at the yard area adjacent to the side of the building where there will be garbage cans provided for temporary storage. The garbage will then be removed from the storage location, sorted and packaged by a janitorial service and placed at the curb in front of the property, on the night before scheduled pickups. Garbage will be collected from the curb by the New York City Sanitation Department on days designated for garbage removal.

(v) Pick-up Schedule;

The schedule for garbage removal at the location of the site is Tuesdays and Fridays with recycling on Tuesdays as per the N.Y. City Department of Sanitation's website.

(j) PLUMBING AND DRAINAGE

(1) Water Supply:

Water is supplied to the units through connections to the building, from the New York City Water Distribution System. There is a copper water main conveying the water into the building. Each residential unit is to be supplied with cold water from a minimum ½" copper piping. Each residential unit will have its own hot water boiler, located in a mechanical room at the cellar floor level.

The hot and cold water piping throughout the building is protected with a minimum ½" thick polyethylene, thermal insulation with a minimum R value of 2 as required by the N.Y. State Energy Conservation Construction Code.

The building will rely on normal New York City water pressure for raising the water to the third floor level.

(2) Fire Protection System:

There is a wet pipe sprinkler system installed throughout the building.

A separate sprinkler application number 310061438 was filed with and approved by the Brooklyn Office of the New York City Department of Buildings. The required permits were secured and the sprinkler system was installed and signed off prior to the Certificate of Occupancy being issued.

(i) Standpipes;

There is a minimum 2" diameter, steel, standpipe riser located in the common stair hallway.

(ii) Hose racks, hoses and nozzle;

There will be no hose racks, hoses and nozzles installed as part of the sprinkler system.

(iii) Sprinkler heads;

Sprinkler heads are mainly concealed, pendant type sprinkler heads within the residential units and exposed and are located throughout the entire building.

(iv) Siamese Connection;

There is a 4" x 3" x 3" siamese connection, located centrally at the Greenwood Avenue facade, and mounted a minimum of 18" above grade.

(3) Water storage tanks and enclosures:

There will be no water storage tanks at the roof of the building. The following sub sections will not be applicable to this Report:

- (i) Number, type, location;
 - (ii) Material (Interior, exterior and roof);
 - (iii) Access to tank;
 - (iv) Capacity (total gallons);
 - (v) Capacity (fire reserve);
- (4) Water pressure;

The building will rely on normal N.Y. City water pressure to raise the water to the fifth floor level of the building. The water pressure at the site is approximately 50 psi.

(5) Sanitary Sewage System:

- (i) Sewage piping (materials);
Sanitary sewage piping is of extra hard cast iron.
- (ii) Sewage pumps;

There will be a sewage ejector pump located at the cellar floor level. The pump is an 1100 Series duplex pump as manufactured by Liberty Pumps with a capacity of 110 gallons per minute.

(iii) Sewage disposal;

The sanitary waste will be conveyed to the New York City sewer system via new, 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 at the cellar floor level in a meter room towards the front of building at East 5th Street.

Beyond the house trap there is a new 6", extra heavy cast iron, sanitary drain pipe which is connected to the existing 36" combined sewer located in the roadway beneath East 5th Street.

(6) Permits required:

A permit for the installation of plumbing fixtures was obtained from the Department of Buildings prior to the installation of all plumbing work within the building and on the site. A Site Connection permit was obtained from the Department of Environmental Protection prior to connecting to the existing New York City sewer system.

All plumbing work was completed and signed off prior to the issuance of the Final Certificate of Occupancy.

(7) Storm Drainage System:

The onsite, storm drainage system consists of; roof drains connected to vertical, internal, cast iron leaders; aluminum gutters and leaders, exterior area drains, a drywell and below grade horizontal cast iron drains.

Part of the run-off from the roof and yard areas is conveyed to a new 4" extra heavy, cast iron, horizontal, storm drain. The 4" storm drain is tied into a new combined 6" site connection which leads to the existing 36" combined sewer, located in the roadway beneath East 5th Street. The rest of the run is dissipated through a drywell located in the yard area to the rear of the building.

The storm drainage system was approved by the N.Y. City Department of Environmental Protection, prior to approval of the building plans by the N.Y. City Department of Buildings.

(i) Catch Basins;

Existing catch basins are located in the public roadway along Greenwood Avenue and along East 5th Street. Catch basins are constructed of concrete with steel grating covers and have been designed and installed by the N.Y. City Department of Transportation. The catch basins comply with the standards of the N.Y. City Department of Transportation of the N.Y. City Department of Buildings and the N.Y. City Building Code and are in good condition.

(ii) Yard and Roof drains;

There will be roof drains located at the roof areas above the third floor level and at the roof above the stair bulkhead. Area drains will be located in the yard areas.

Bulkhead roof areas are drained with aluminum gutters and external leaders. Flat roof areas, located above the third floor, are drained with cast iron drains and internal leaders. Pitched roof areas above the third floor are drained with aluminum gutters and leaders.

(iii) Piping;

Interior, vertical, drain pipes shall be of cast iron.

(iv) Ejector or Sump pumps;

There will be no sump pumps in the building. There is a sewage ejector pump located at the cellar level. The sewage pump is manufactured by Liberty Pumps as noted above.

(k) HEATING (SPACE HEATING AND DOMESTIC HOT WATER)

(1) Heating and Distribution of Domestic hot water & Heating System Capability:
Domestic hot water heaters are provided for each residential unit by electric hot water heaters which are located within a mechanical room at the cellar floor level.

The hot water heating system shall be designed to provide peak required services to each unit.

Heating of each residential unit will be achieved by the heating cycle of a split HVAC system. Heated air will be delivered to spaces within the units by galvanized steel ducts and ceiling and wall registers. The heat energy will be generated by gas fired furnaces, located in mechanical closets, within each residential unit.

The space heating system will be designed to maintain a minimum inside temperature of 70 degrees Fahrenheit, when the outside temperature is 15 degrees Fahrenheit with a 15 mph wind (in accordance with ASHRAE, 2001 Fundamentals Handbook, Climatic Design Information, Table 1A, for New York City, JFK Airport).

The Condominium Board will be responsible for the costs of maintenance and replacement of the domestic hot water and the space heating equipment for the residential units.

(2) Number of boilers and description:

There will be eight, new, electric, hot water heaters provided in the mechanical room at the cellar floor level.

There will be eight, new, gas fired, furnaces located within the mechanical closets within each unit which will generate the heat energy for the forced air system.

(3) Manufacturer (model, capacity):

Each hot water heater for the units is model number ECT 52 200, as manufactured by AO SMITH. Each heater is UL approved and has a capacity of approximately 50 gallons. Each heater will operate with an efficiency rating of approximately eighty (80 %) percent.

There is a six year tank and six year parts warranty provided by the manufacturer for the hot water heaters.

Each furnace is model number **90RS45 267-07-08**, (first, second and third floor units) and model number **90RS75 267-07-08**, (basement floor units) as manufactured by **WEATHERKING**. Each furnace has a N.Y. City MEA approval number (**285-05-E**) and will have heating input ratings of approximately 45,000 and 75,000 BTUs per hour respectively. Each furnace will operate with an efficiency rating of approximately eighty (80 %) percent.

(4) Manufacturer and age of burners (model, capacity):

Hot water heater, burners will be new and will be as manufactured by **AO SMITH**.

Furnace burners will be new and will be as manufactured by **WEATHERKING**.

(5) Type of Controls:

Hot water heaters and furnaces are equipped with thermostats.

(6) Radiators, piping, etc.:

There are no radiators in the units.

(7) Fuel (supply system):

Electricity is supplied by Consolidated Edison Company. Gas service is provided by National Grid. The gas will be used for domestic cooking and for space heating and is distributed by black iron piping.

(8) Location of oil tank:

There are no oil tanks in the building.

(9) Capacity of oil tank:

There are no oil tanks in the building.

(I) GAS SUPPLY

(1) Type;

Gas service is provided by National Grid for each residential unit. The gas is used for domestic cooking, and for space heating.

(2) Meters;

There will be a minimum of six, new, gas meters provided in the gas meter room at the cellar floor level.

(3) Piping;

Gas piping throughout the building shall be of black iron.

(m) **AIR CONDITIONING**

The cooling systems will be a designed to provide sufficient cooling to maintain inside conditions of 78 degrees Fahrenheit and 50% relative humidity when the outside conditions are 88 degrees Fahrenheit dry bulb and 72 degrees wet bulb (in accordance with ASHRAE, 2001 Fundamentals Handbook, Climatic Design Information, Table 1B, for New York City, JFK Airport). Indoor design temperatures will be in accordance with the New York State Energy Conservation Construction Code.

(1) Type of system,

Cooling of each residential unit will be achieved by the cooling cycle of a split HVAC system. Cooled air will be delivered to spaces within the units by galvanized steel ducts and ceiling and wall registers.

(2) Central System (manufacturer, model, capacity):

Cooling of the residential units shall be achieved by supplying the cooled air (via galvanized metal ducts and wall and ceiling registers) to the different spaces within the residential units.

The system will be as manufactured by **WEATHERKING** and each condenser will have a cooling capacity of approximately two and three tons.

(3) The condenser units, which will generate the energy required for cooling, will be located at the roof above the common stair bulkhead.

The condenser units shall be model number **13AJA-024** (for first, second and third floor residential units) and model number **13AJA-036** (for basement floor residential units) as manufactured by **WEATHERKING**. The units have a N.Y. City MEA approval number **(285-05-E)**. Each condenser will have an input capacity of 24.0 and 36.0 MBH respectively and will operate at an efficiency rate of approximately 80%.

(4) Individual units covered by the offer (window / sleeve- number, location, description);

There will be no window sleeves provided at the exterior walls of the units.

(n) **VENTILATION**

The spaces that require mechanical ventilation within the units are the interior bathrooms, kitchens and toilet rooms. These spaces within the units shall be equipped with vertical ducts with a fan, which terminates to the outside air. The minimum rate of exhaust ventilation shall be 50 cfm; for bathroom areas as required by the New York City Building Code.

The laundry closets shall be equipped with exhaust ventilation ducts for dryers. Exhaust equipment shall be New York City M.E.A. or B.S.A. approved.

(o) **ELECTRICAL SYSTEM**

(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 to the building is a 400 Amp, 120 / 208 Volt, triple phase, three wire, service.

The electrical service will be transported throughout the building via, insulated, three wire cables

(2) Service to the individual units;

There will be a separate meter for each residential unit. There is 100 Amps of service supplied to each residential unit.

(3) Compartment switchgear;

The sectional meter boards and transformers supplying power to the meter boards will be located in an electrical meter room at the cellar floor level towards the front of the building.

(4) Unit service;

Each residential unit will be equipped with 100 Amp fuses and circuit breakers.

The electrical system will be adequate to handle modern usage and appliances such as air conditioners, dishwashers and electric dryers.

(5) Adequacy;

(i) Service;

There will be approximately six circuits with circuit breakers provided for each unit. The circuits will have the capacity to handle modern appliances such as air conditioners, dishwashers and electric dryers.

(ii) Lighting and Fixtures;

There shall be at least one centrally located, overhead, incandescent, lighting fixture, provided in each bedroom, kitchen and bathroom within each residential unit. There shall also be an overhead fixture provided in hallways within the units. Each lighting fixture shall be capable of providing at least 60 watts of incandescent illumination.

Lighting fixtures and electrical outlets; shall be installed by a licensed Electrician, and shall be in compliance with the N.Y. City Electrical Code and the N.Y. City Building Code.

(iii) Convenience outlets & appliance outlets;

There will be convenience outlets and appliance outlets provided in each bedroom, living room, recreation room, kitchen, bathroom, toilet room etc. within each unit.

GFCI outlets and AFCI protection devices are installed as required by the N.Y. City Electrical Code and the National Electrical Code.

Convenience outlets and appliance outlets have been installed by a licensed Electrician and shall be in compliance with the N.Y. City Electrical Code and the N.Y. City Building Code.

(p) **INTERCOMMUNICATION SYSTEM**

Each residential unit will be equipped with an intercom at the main entrance door, which will permit voice contact between the inside of the residential unit and the main entrance. The intercom shall be equipped with a buzzer to allow access to the lobby from the entrance vestibule. The intercom is manufactured by **Leedan**.

The building is wired for cable. Each unit's owner will be responsible for securing their own cable service provider at their own cost.

(q) PUBLIC AREA LIGHTING

Lighting fixtures shall be provided in the common stairways and hallways. Fixtures shall be capable of providing illumination of at least ten (10) watts per twenty five (25) square feet of floor area. Each lighting fixture shall be provided with one or more lights, of a total of not less than sixty (60) watts incandescent illumination.

Wall mounted, lighting fixtures shall be provided adjacent to the main entrance at the front of the building; providing an aggregate illumination of one hundred and fifty (150) watts incandescent illumination, or its equivalent.

There shall also be provided, at the yard areas to the side and rear of the building two exterior wall mounted lighting fixtures of approximately one hundred (100) watts incandescent illumination located approximately at the level of the second floor. The fixtures will provide illumination for the driveway and parking areas to the rear of the building.

The ceiling, lighting fixtures for the interior public areas shall be Avalon, flush mounted, model number P3688 as manufactured by Progress Lighting.

The lighting fixtures at the exterior entrance shall be Bay View, wall sconces, model number MG01509 as manufactured by The Minka Group.

The lighting fixtures at the exterior wall at the side and rear facades of the building shall be model number WP3SC150/50HZ as manufactured by RAB Lighting.

The Sponsor reserves the right to provide fixtures by different manufacturers which are equal to or better than noted above.

The public area lighting will be adequate and shall be in compliance with the New York City Housing Maintenance Code and Multiple Dwelling Laws.

All lighting fixtures shall be installed by a N.Y. State licensed Electrician and shall comply with the New York City Electrical Code.

(r) **GARAGES AND PARKING AREAS**

There will be no enclosed garages on the site. There will be five (5) open parking spaces, located at grade level.

(1) Location of garages;

There will be no parking garages.

(2) Location of parking areas;

There will be five (5) open parking spaces, at grade level, two, at the yard area to front accessible from Greenwood Avenue and three at the yard areas to the rear of the building which will be accessible via a concrete driveway from East 5th Street.

(3) Surfaces;

Parking spaces will be of poured concrete, reinforced with welded, steel, wire fabric.

(4) Parking (attended or unattended);

Parking spaces will be unattended.

(5) Garage ventilation (method and equipment);

There will be no garage areas to be ventilated.

(6) Garage fire protection (method and equipment);

There will be no enclosed garage areas that will require fire protection.

(7) Drainage;

The yard areas will be equipped with cast iron, area drains connected to the building's storm drainage system.

(s) SWIMMING POOLS

There will be no swimming pools in or at the exterior of the building. The following sections will not be applicable to this Report:

- (1) Type (concrete, material composition) and Location;
- (2) Size (length, width, depth, capacity);
- (3) Enclosure (material including roof);
- (4) Pumping and filter system;
- (5) Water heating equipment;
- (6) Structural support system (roof location);

(t) TENNIS COURTS, PLAYGROUNDS AND RECREATION FACILITIES

There will be no tennis courts playgrounds or recreational facilities in or at the exterior of the building. The following sections will not be applicable to this Report:

- (1) Tennis Courts:
 - (i) Type (clay, macadam, turf);
 - (ii) Number and Size;
 - (iii) Lighting (number and type);
 - (iv) Fencing and enclosure;
- (2) Playgrounds (size and location);
- (3) Other Recreation facilities;

(u) **PERMITS AND CERTIFICATES**

All required permits and sign-offs required and a Certificate of Occupancy were obtained by the Sponsor.

The following permits were obtained by the Sponsor:

<u>PERMIT TYPE</u>	<u>AGENCY</u>
Demolition	Department of Buildings
Underpinning	Department of Buildings
Fence	Department of Building
Sidewalk Shed	Department of Building
General Construction	Department of Buildings
Plumbing	Department of Buildings
Sprinkler	Department of Buildings
Electrical	Department of Buildings
Site Connection	Department of Environmental Protection
Builders Pavement (Construct new sidewalk)	Department of Transportation.

Permits issued by the New York City, Department of Buildings are valid for a minimum of one year from the date of issue or on the expiration date of the contractor's insurance policy whichever comes first. All work types for permits issued by the Department of Buildings were subject to inspection and signoff by the Department of Buildings prior to the issuance of the Certificate of Occupancy.

Site connection permits are valid for two years from the date of issue. All permits issued by the New York City Department of Transportation expire on December 31st of each year and are required to be renewed.

(v) **VIOLATIONS**

There are currently no open violations listed for the property as per the N.Y. City Department of Buildings Information System website.

A final Certificate of Occupancy was issued by the N.Y. City Department of Buildings.

(w) UNIT INFORMATION

The condominium will consist of five (5) open parking units and eight (8) residential units.

The parking units will be located at the front and rear yard areas at grade level. The residential units will be located, two each, at the basement, first, second and third floor levels of the building. Parts of the cellar floor level will be used in conjunction with the units at the basement floor level.

Units P 1 through P 5 will each consist of:

One open parking space at grade level;

Units B A and B B will each consist of:

Two (2) bedrooms, one and one half (1 ½) bathrooms, living / dining area, kitchen, recreation room, laundry closet and mechanical closet;

Units 1 A and 1 B will each consist of:

Two (2) bedrooms, one (1) bathroom, living / dining area, kitchen, laundry closet and mechanical closet;

Units 2 A and 2 B will each consist of:

Two (2) bedrooms, one (1) bathroom, living / dining area, kitchen, laundry closet and mechanical closet;

Units 3 A and 3 B will each consist of:

Two (2) bedrooms, one (1) bathroom, living / dining area, kitchen, laundry closet and mechanical closet;

UNIT SIZES:

The dimensions indicated are approximate and are located: horizontally; approximately to the outside face 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). Dimensions shall be to the centerline when a partition divides two units.

The approximate square footages for each unit are as follows:

<u>Unit P 1</u>	Grade	= 153 square feet
<u>Unit P 2</u>	Grade	= 153 square feet
<u>Unit P 3</u>	Grade	= 153 square feet
<u>Unit P 4</u>	Grade	= 153 square feet
<u>Unit P 5</u>	Grade	= 153 square feet
<u>Unit B A</u>	Cellar Floor	= 757 square feet
	Basement Floor	= <u>815</u> square feet 1,572 square feet
<u>Unit B B</u>	Cellar Floor	= 747 square feet
	Basement Floor	= <u>963</u> square feet 1,710 square feet
<u>Unit 1 A</u>	Second Floor	= 815 square feet
<u>Unit 1 B</u>	Second Floor	= 963 square feet
<u>Unit 2 A</u>	Second Floor	= 880 square feet
<u>Unit 2 B</u>	Second Floor	= 975 square feet
<u>Unit 3 A</u>	Third Floor	= 880 square feet
<u>Unit 3 B</u>	Third Floor	= 975 square feet

(1) **UNIT FINISHES:**

The units will be finished as described herein.

The finished floor of the living, dining and bedroom areas of the residential units are a hardwood finish of ¾" select grade oak strips. Thereafter unit owners may finish with carpeting or another material of their own choice and at their own expense.

The walls and ceilings of the residential units are of gypsum wallboard. When finished the walls and ceilings shall be primed and painted. Thereafter the unit owners may decorate by finishing with paint, wallpaper, paneling, etc. of their own choice.

Residential kitchens shall have a hardwood finish flooring of ¾" select grade oak strips covering the floors and gypsum wallboard walls and ceilings.

Full, residential bathrooms are equipped with a washbasin, medicine cabinet, water closet and a combination bathtub/shower. Bathrooms have ceramic tile floors. Tile around the bathtubs and showers shall extend to the ceiling. All other bathroom walls shall be of tile and moisture resistant, gypsum wallboard.

When completed, the following interior finishes will be installed;

Location	Floors	Base	Walls	Ceilings
1. Living/Dining Room	Wood	Wood	G.W.B. Painted	G.W.B. Painted
2. Bedroom	Wood	Wood	G.W.B. Painted	G.W.B. Painted
3. Kitchen	Wood	Wood	G.W.B. Painted	G.W.B. Painted
4. Bathroom	Ceramic Tile	Ceramic Tile	Tile/G.W.B. Painted	G.W.B. Painted
5. Laundry Closet	Ceramic Tile	Ceramic Tile	G.W.B. Painted	G.W.B. Painted

Note:

G.W.B : Denotes Gypsum Wallboard

Mas. : Denotes Masonry

(2) **BATHROOM FIXTURE SCHEDULE:**

- A. Water Closets: are as manufactured by Gerber. Water closets are of vitreous china and shall be floor mounted and equipped with siphon flushing action. Water closets are also to be equipped with vacuum breakers and shall meet water saving performance standards as per New York City Local Law 29/89.
- B. Countertop lavatory: are as manufactured by American Standard with American Standard faucet; set in a plastic laminate finished, particle board vanity countertop.
- C. Bathtubs: are of enamel finished cast iron and manufactured by American Standard.

The Sponsor reserves the right to provide fixtures by a different manufacturer which is equal to or better than noted above.

(3) **KITCHEN EQUIPMENT SCHEDULE:**

The kitchen areas will generally be provided with the following fixtures, appliances and equipment:

1. Formica or wood laminate, wall and base cabinets and formica or wood laminate countertops.
2. Stainless steel sink by Crane, with faucet by Delta.
3. One, four burner gas range by Hotpoint.
4. One, refrigerator by Frigidare, model # FRT18HS6JB1.

Note:

Additional kitchen appliances and fixtures including additional gas ranges will be the responsibility of the unit owners.

The sponsor reserves the right to provide fixtures by a different manufacturer, which are equal to or better than noted above.

(x) **FINISH SCHEDULE (SPACES OTHER THAN UNITS)**

The following interior finishes will be installed at the locations as indicated;

Location	Floors	Base	Walls	Ceilings
1. Mechanical Room	Concrete	Mas./G.W.B.	Mas./ G.W.B.	G.W.B. Painted
2. Meter Room	Concrete	Mas./G.W.B.	Mas./ G.W.B.	G.W.B. Painted
3. Stair & Hallway	Concrete	Metal	Mas./ G.W.B. Painted	G.W.B. Painted

Note:

G.W.B : Denotes Gypsum Wallboard

Mas. : Denotes Masonry

(y) SAFETY AND WARNING DEVICES

There will be a hardwired, combined smoke and carbon monoxide detector provided in each residential unit at a maximum distance of fifteen feet from any bedroom door within the unit as required by the N.Y. City Building Code. The combined smoke and carbon monoxide detector shall be model number SC9120B as manufactured by BRK Brands Inc.

The smoke and carbon monoxide detectors are the fire and smoke safety devices required by the N.Y. City Building Code.

The Sponsor reserves the right to provide a combined smoke and carbon monoxide detector by a different manufacturer which is equal to or better than noted above.

(bb) FURTHER DEVELOPMENT

The Sponsor shall disclose any existing Unsafe Conditions that has been brought to their attention during or after the site inspections and specify corrective measures that need to be implemented.

(cc) ASBESTOS

There were no asbestos made products or products containing asbestos materials specified for use in the construction of the building.

(dd) LEAD-BASED PAINT

There was no lead-based paint or lead-based paint products used in the construction and finishing of the building.

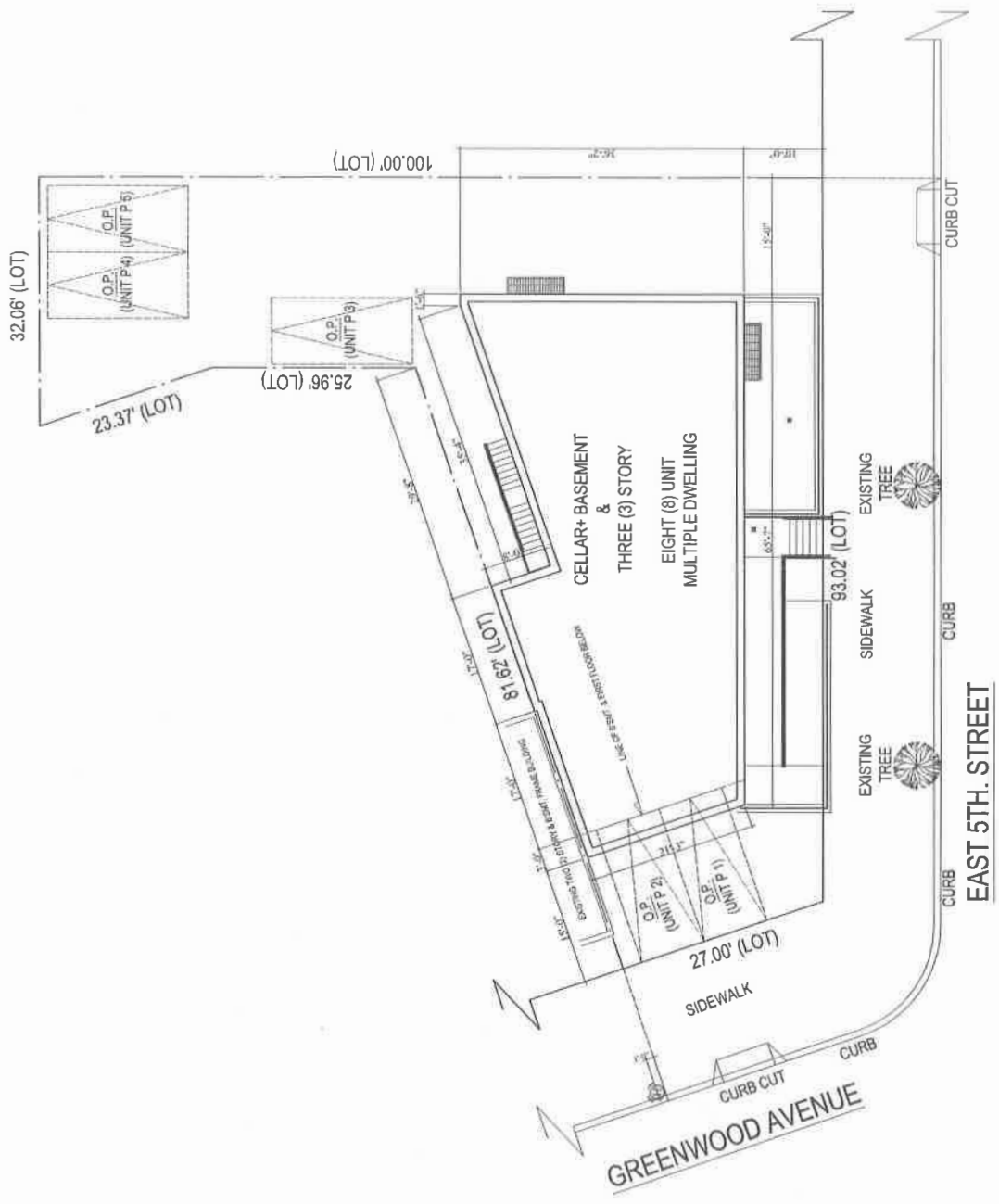
(ee) CORROSIVE MATERIALS

There was no "Sulfide" or other known corrosive drywall materials used in the construction of the building.

(gg) DOCUMENTS TO BE TRANSFERRED TO THE CONDOMINIUM MANAGEMENT

The following documents, as applicable, 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 and Balance Report for HVAC System;
Indoor Air Quality Report;
Final As-Built Drawings as maintained during construction, ie, Structural,
Mechanical, Electrical, Plumbing, Shop Drawings.



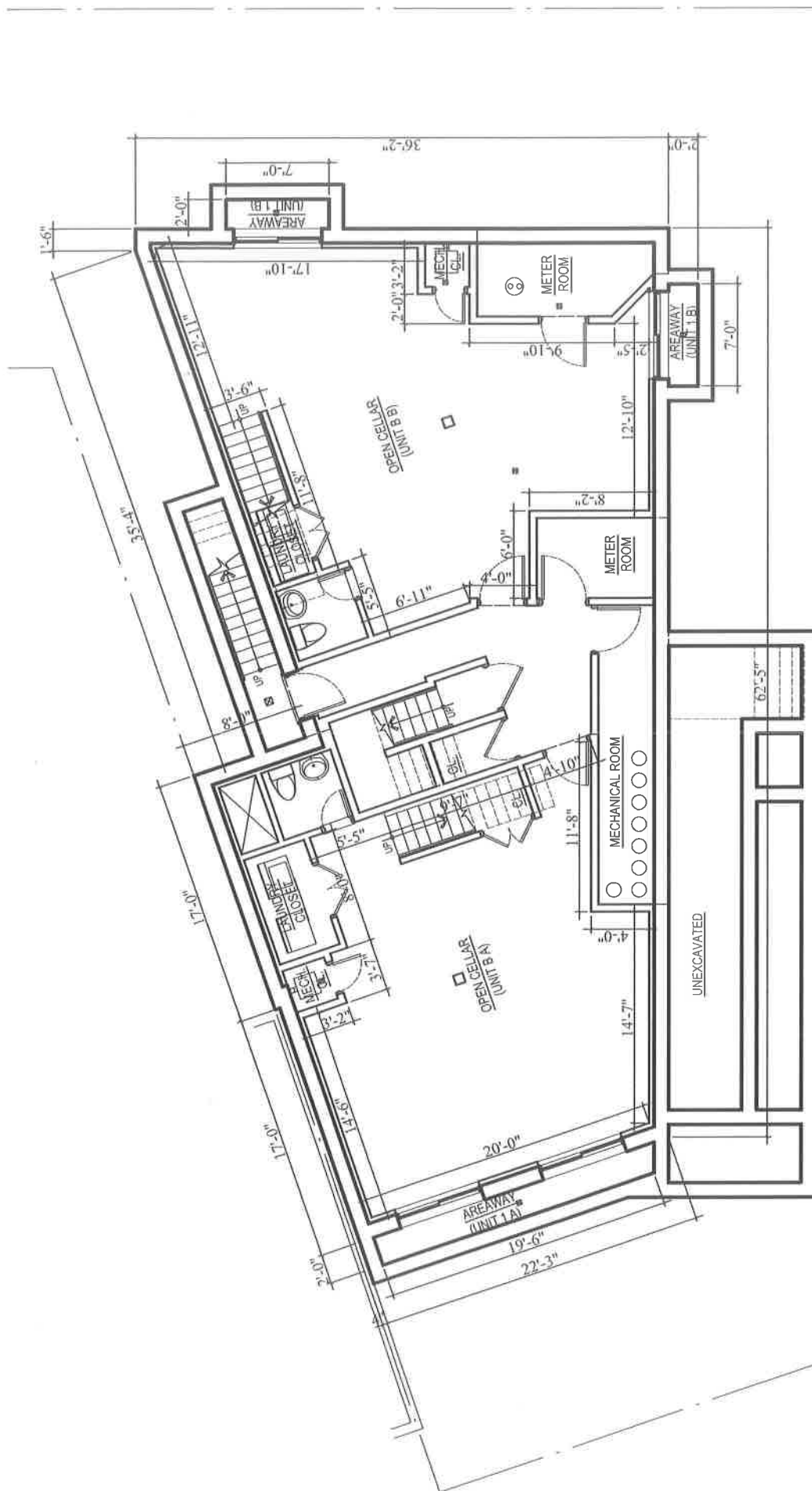
PLOT PLAN

82 EAST 5TH. STREET, BROOKLYN, N.Y.



BLOCK : 5273
LOT : 37

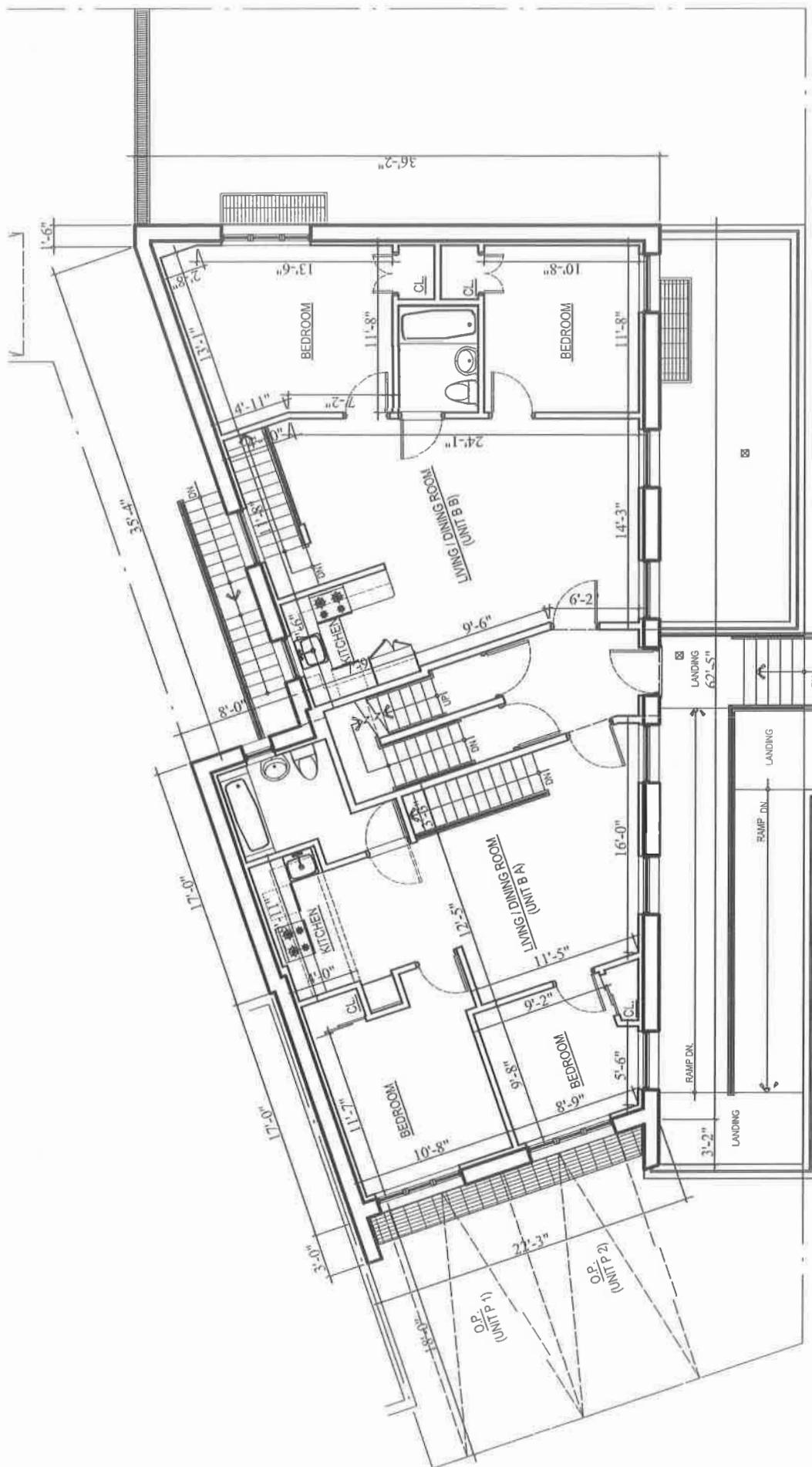
O.P. : DENOTES OPEN PARKING SPACE APPROXIMATELY 8'-6" X 18'-0"



CELLAR FLOOR PLAN

82 EAST 5TH STREET, BROOKLYN, N.Y.



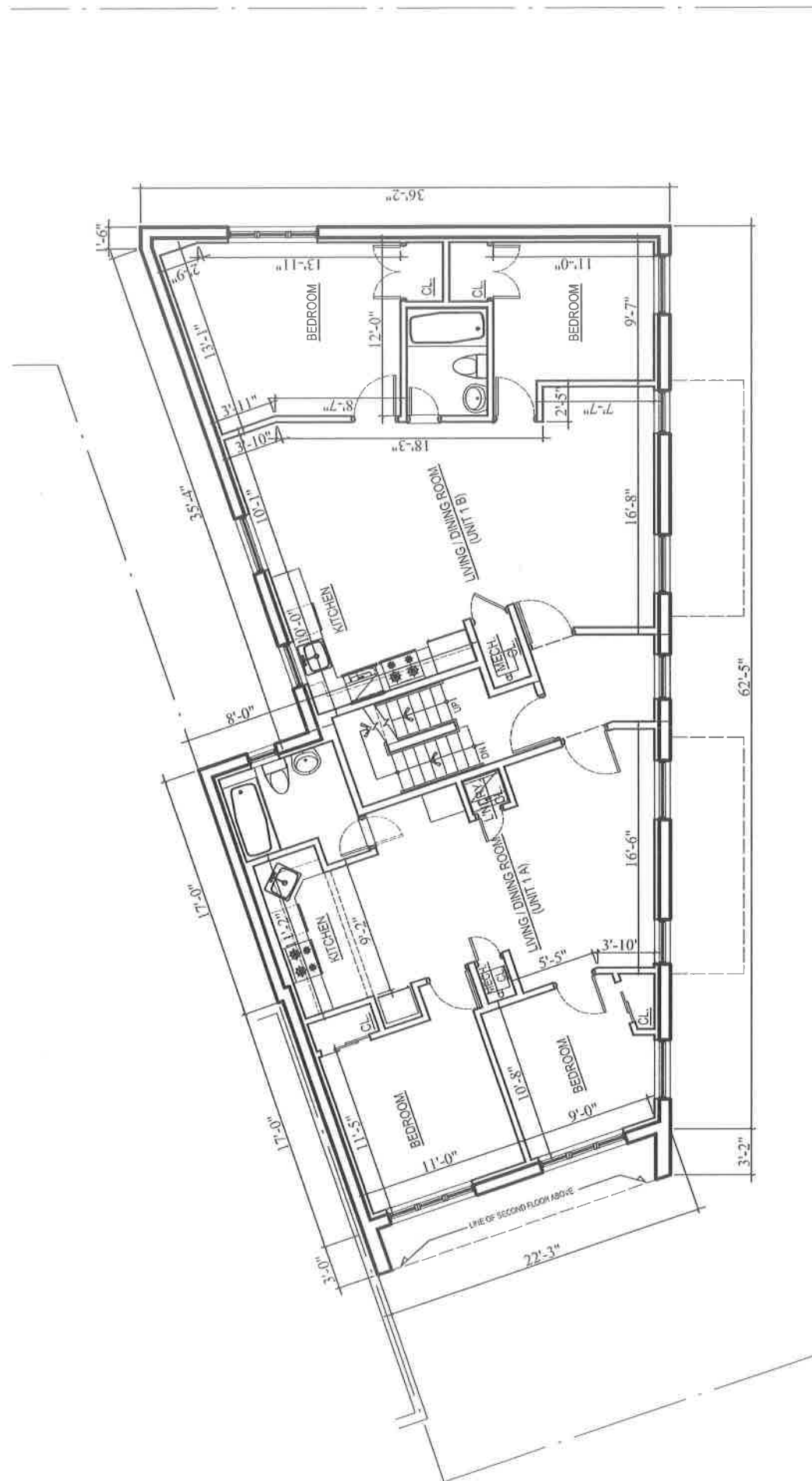


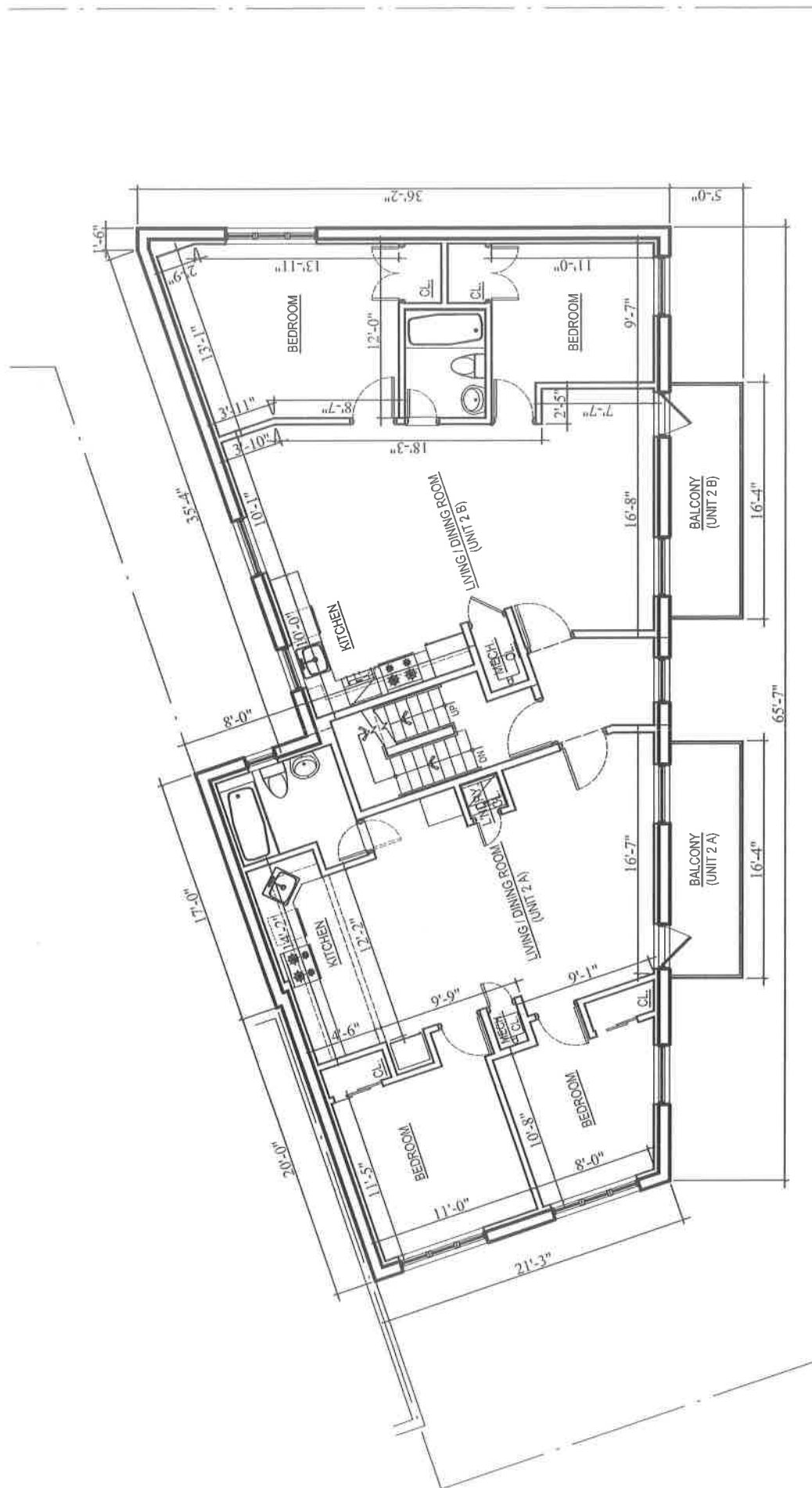
BASEMENT FLOOR PLAN

82 EAST 5TH. STREET, BROOKLYN, N.Y.



O.P. : DENOTES OPEN PARKING SPACE APPROXIMATELY 8'-6" X 18'-0"

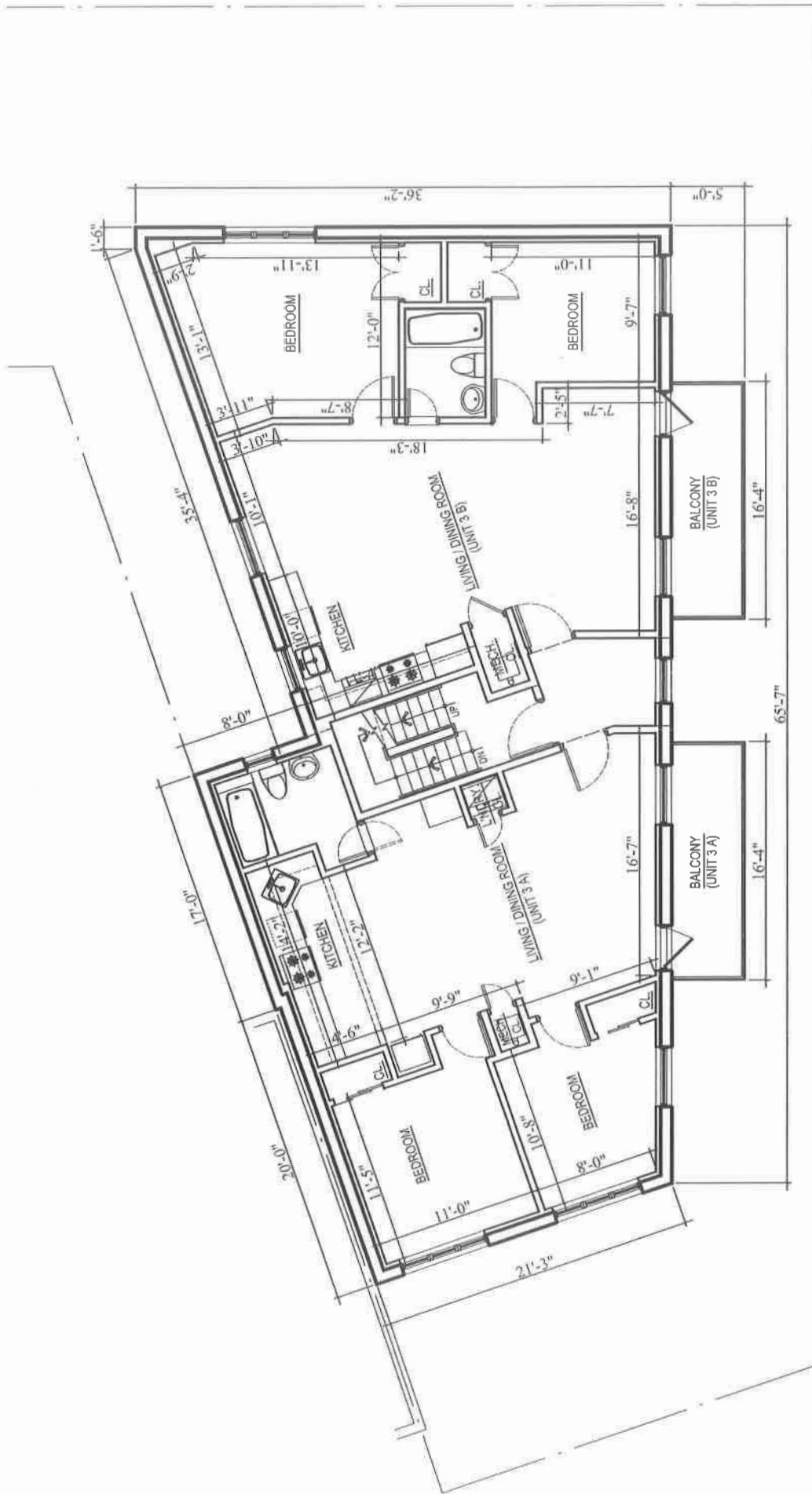




SECOND FLOOR PLAN

82 EAST 5TH. STREET, BROOKLYN, N.Y.

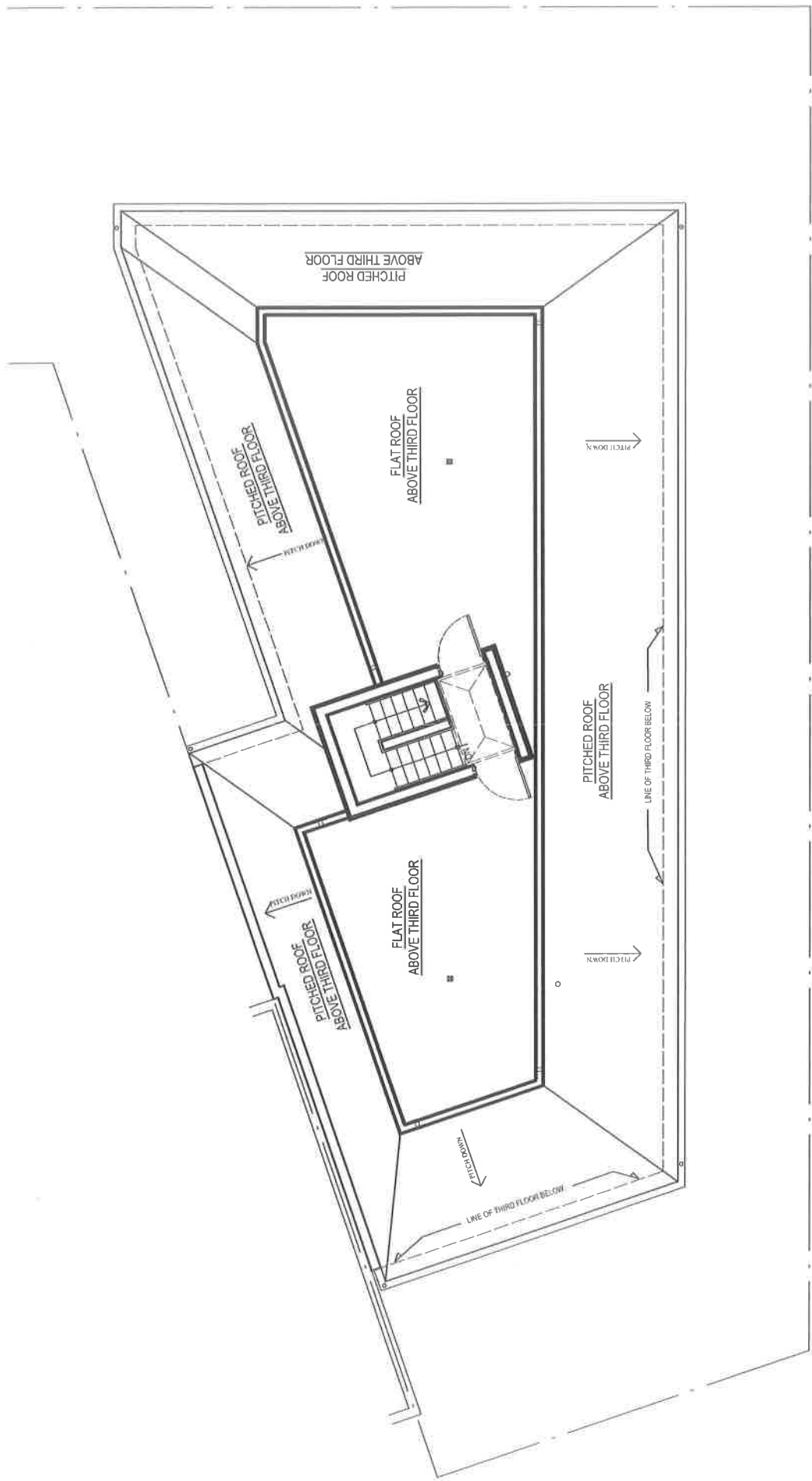




THIRD FLOOR PLAN

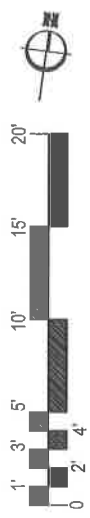
82 EAST 5TH. STREET, BROOKLYN, N.Y.





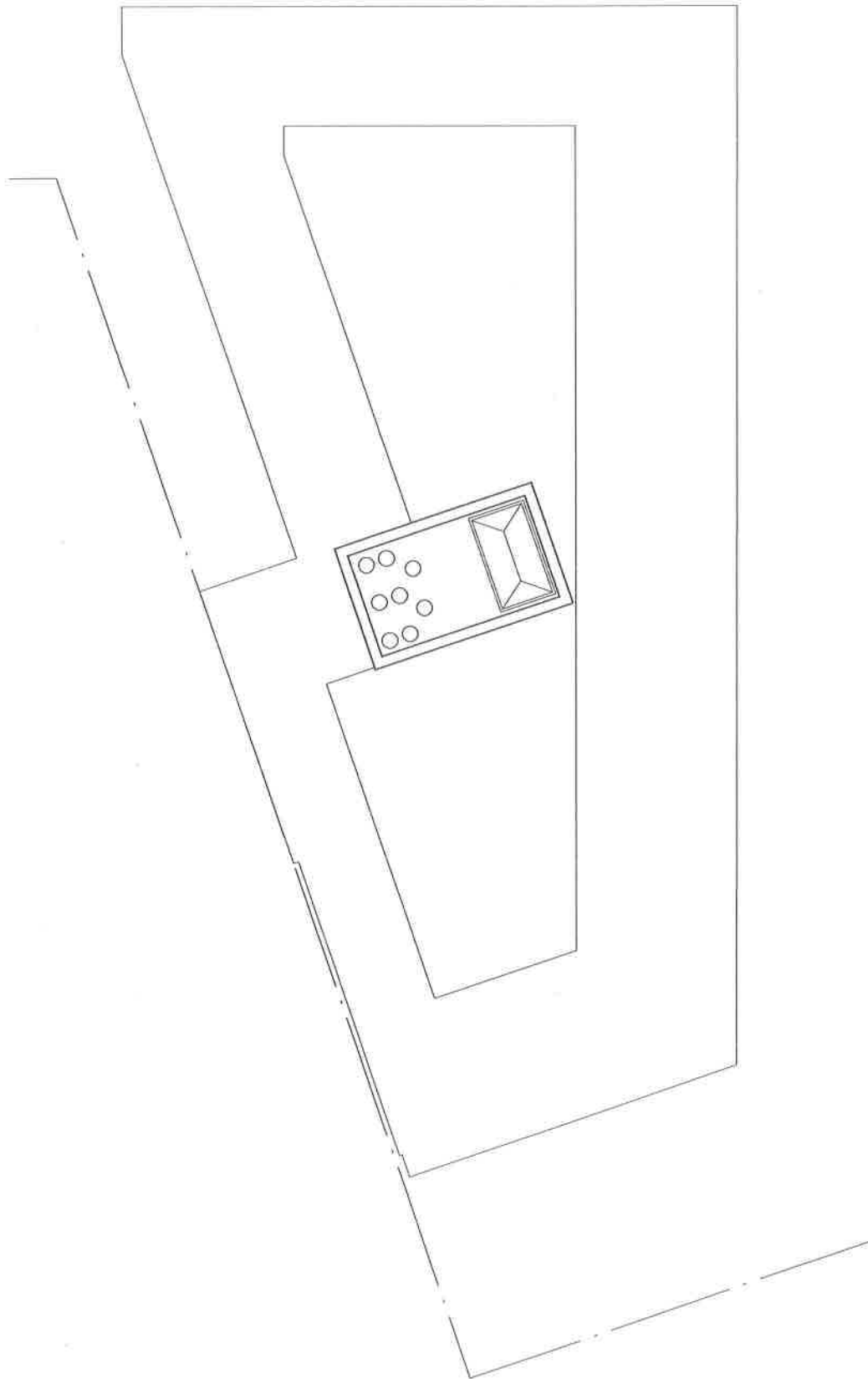
BULKHEAD AND ROOF PLAN

82 EAST 5TH. STREET, BROOKLYN, N.Y.



BULKHEAD ROOF PLAN

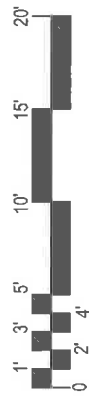
82 EAST 5TH STREET, BROOKLYN, N.Y.





GREENWOOD AVENUE ELEVATION

82 EAST 5TH. STREET, BROOKLYN, N.Y.

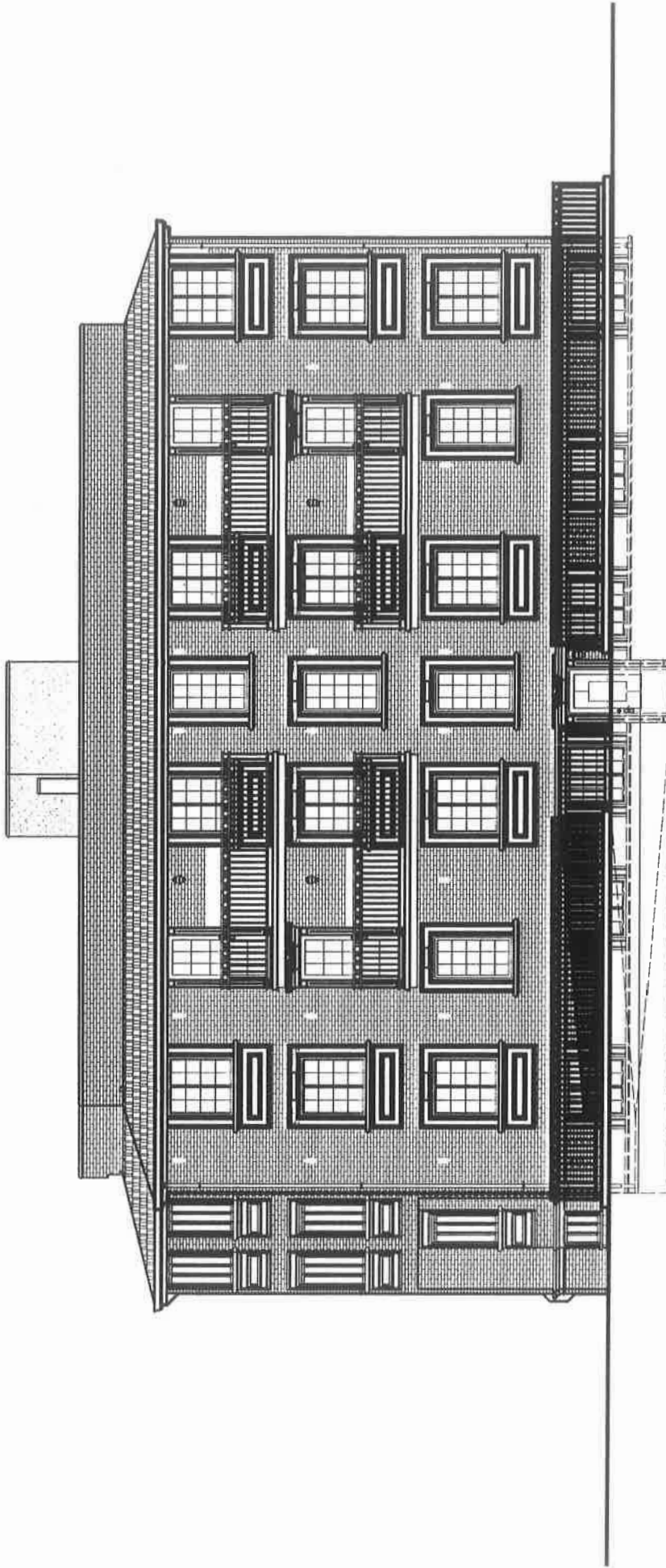




GREENWOOD AVENUE ELEVATION

82 EAST 5TH. STREET, BROOKLYN, N.Y.

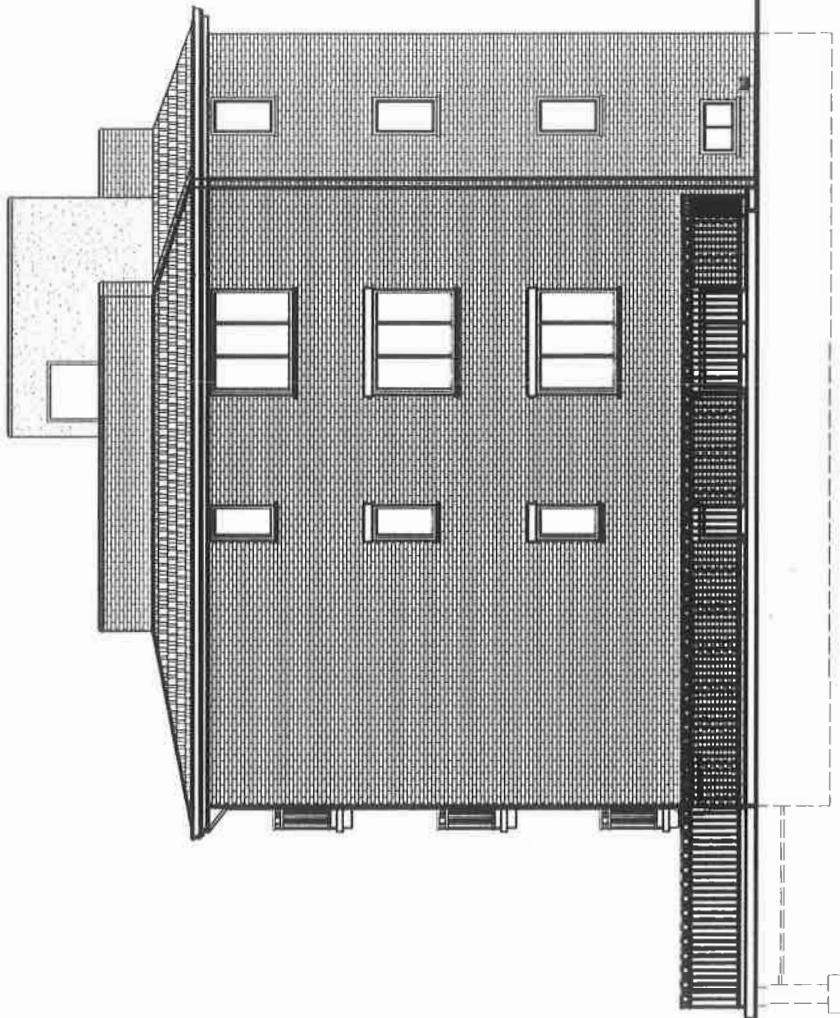




EAST 5TH. STREET ELEVATION

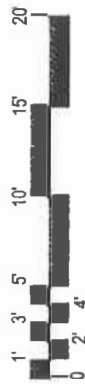
82 EAST 5TH. STREET, BROOKLYN, N.Y.

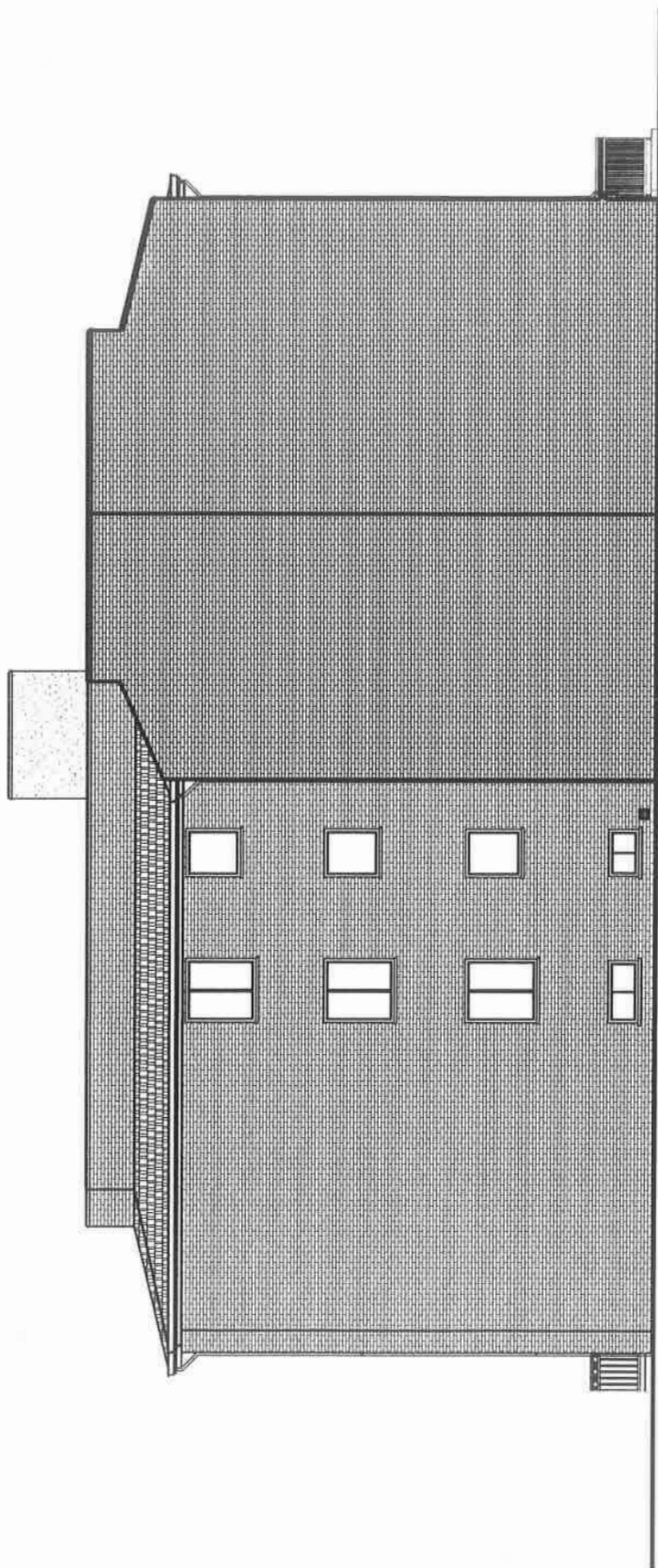




NORTHERLY ELEVATION

82 EAST 5TH. STREET, BROOKLYN, N.Y.





WESTERLY ELEVATION

82 EAST 5TH STREET, BROOKLYN, N.Y.



New York Real Property Law, Article 9-B.

§339-kk. Rents.

(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 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.

DECLARATION

Establishing a Plan for Condominium Ownership of Premises located at 82 East 5th Street, Brooklyn, New York, County of Kings, City and State of New York, Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: THE 82 EAST 5TH STREET CONDOMINIUM

**DECLARANTS: MW GREENWOOD HOUSE, LLC
2021 57th Street
Brooklyn, New York 11204**

**MPRI MGMT, LLC
1104 East 3rd Street
Brooklyn, New York 11230**

DATE OF DECLARATION:

The land affected by the within instrument lies in Block 5273 on the Tax Map of the Borough of Brooklyn, County of Kings, City and State of New York.

F/k/a:	Lot(s) 37
N/k/a:	Lot(s)

Record and Return:

**THE LAW OFFICE OF CLAUDIA V. MURDOCH, P.C.
Attorney for Declarants
117 Seventh Avenue
Brooklyn, New York 11215**

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP of Premises to be known as THE 82 EAST 5TH STREET CONDOMINIUM, located at 82 East 5th Street, Brooklyn, New York, Borough of Brooklyn, County of Kings, City and State of New York, pursuant to Article 9B of the Real Property Law of the State of New York.

MW GREENWOOD HOUSE, LLC, located at 2021 57th Street, Brooklyn, New York 11204 and MPRI MGMT, LLC, located at 1104 East 3rd Street, Brooklyn, New York 11230, hereinafter referred to collectively as "the Declarants," do hereby declare:

1. SUBMISSION OF PROPERTY: Declarants hereby submit the land hereinafter described, together with the Buildings and improvements thereon erected ("the Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York.
2. AREA AND LOCATION OF LAND: The land ("Land") consists of all that certain tract, plot, piece, and parcel of land situate, lying and being in the County of Kings, City and State of New York, more particularly described on Schedule A annexed hereto and made a part hereof. The Land is owned by the Declarants in fee simple absolute.
3. NAME OF CONDOMINIUM: The Condominium shall be known as THE 82 EAST 5TH STREET CONDOMINIUM.
4. DESCRIPTION OF THE BUILDING: The condominium consists of a single building composed of four stories and a basement, and containing, in aggregate, eight (8) residential units and five (5) parking units. The legal occupancy will match the proposed occupancy hereunder. The building complies with 1C construction requirements.
5. THE UNITS: SCHEDULE B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit designation; tax lot number; approximate square foot area; location; number of rooms; the portion of the Common Elements, including Limited Common Elements to which the Unit has immediate access (if any) and the percentage of interest in the Common Elements. The location of each Unit and any Limited Common Elements appurtenant thereto is more clearly designated on the Floor Plans (as hereinafter defined) and reference should be made thereto for the statement of the location of each Unit.

6. FLOOR PLANS: As shown on the Floor Plans of the Buildings (the "Floor Plans"), certified by Steven I. Schneider, P.E., and intended to be filed in the Kings County Office of the register of the City of New York simultaneously with the recording of this Declaration, the dimensions indicated are approximate, and are incorporated by reference as if fully set forth herein.

7. COMMON ELEMENTS: The Common Elements of the Condominium consist of the entire Property, including parts of the Buildings and improvements thereon other than the Units. Common Elements are comprised of General Common Elements and Limited Common Elements. They include, to the extent applicable, the following:

a) General Common Elements:

(i) The land on which the Buildings are physically erected, including any open areas appurtenant to the building(s);

(ii) All foundations, columns, girders, beams, supports, bearing walls; those portions of the exterior walls and installations beyond the exterior face of the Buildings; those portions of the walls and partitions dividing the Units from corridors, lobby and stairs located beyond the exposed face of the dry walls enclosing the Unit; the subfloor and framing joists, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roofs (excluding terraces), fire escapes (if any), corridors, halls, stairs and stairway areas located beyond the unexposed face of the dry walls enclosing the Residential Unit; lobby; storage and utility areas located beyond the unexposed face of the dry walls and the entrances to and exits from the Buildings;

(iii) All installations outside the Units for services such as gas, power, light, telephone and water;

(iv) All sewer pipes and drainage pipes outside units, including all drains and dry well on the land and those located outside the building footprint;

(v) The boiler room and meter areas, and janitor's closet(s), if any, as shown and delineated on the Floor Plans. To the extent the "as-built" condition of the building differs from such Floor Plans, both said Floor Plans and this Declaration shall be deemed amended to conform to said as-built condition;

(vi) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance or safety of the Buildings.

(vii) The foregoing are included only to the extent they are present in this building. If any of the foregoing items are hereinafter designated as limited common elements, such designation shall take priority over the listing set forth herein.

b) Limited Common Elements:

Limited Common Elements are those areas appurtenant to a particular Unit or Units, the use of which is restricted to the owner(s) of such Unit or Units, but which are not owned by that unit owner. Each Unit Owner, his guests, invitees, lessees and residents of his Unit shall have the exclusive right to use and possession of the limited common elements of the building indicated in the attached Exhibit B, subject to the following:

Each Unit Owner shall be solely and only responsible for repair and maintenance of the Limited Common Element appurtenant to his/her Unit including, but not limited to, painting, cleaning, patching, and surface repair. In the event a Unit Owner fails to properly maintain his/her Limited Common Element, the Condominium Board of Managers may take such steps as in its exclusive judgment are necessary to maintain the areas and the cost thereof shall be assessed against the Condominium Unit to which such Limited Common Elements are appurtenant. To the extent that any damage to a Limited Common Element is caused by building condition, or by other condition for which the Condominium carries insurance, the cost of repair of such damage shall be borne by the Condominium.

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

9. USE OF UNITS: Any Residential Unit may be used for private residential use, or for any home occupation use permitted under applicable zoning laws and ordinances, building code, or other rules and regulations of governmental authorities having jurisdiction thereof. Such Units may also be used as professional offices by a resident thereof, provided such professional use does not violate any zoning law and ordinance, and provided further that prior written consent of the Board of Managers for such professional use is obtained. Notwithstanding the foregoing, the Declarants may, without the permission of the Board of Managers, retain ownership of one or more Units for use as rental units, models, sales and/or offices, in connection with the sale or rental of the Units.

10. ENCROACHMENTS: If any portion of the Common Elements encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Buildings, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings; a valid easement shall exist for such encroachments and for the maintenance of the same so long as the Buildings shall stand.

11. EASEMENTS:

a) Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right to access to each Unit and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

b) The Declarants and their designees, their successors, assigns, invitees, licensee, contractors, employees and tenants, shall have an easement in, on, over and across the Property for (i) construction, installation and development thereon and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, cables, wires, storm drainage facilities, water, sewer and other utility lines and (ii) construction and installation, ingress to and

egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables, and (iii) 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 Declarants, their designees and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in the access to Units and Common Elements consistent with the purposes of the Offering Plan for the Property as same may be amended, and Declarants' rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements, and (ii) reserve the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Declarants or designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or the residents of any property adjacent to the Property, or users of the Recreation Facilities, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Residential Units for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right to access of any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right to access is exercised in such a manner as not unreasonably to interfere with the use of the Units.

d) The user of any easement granted by Sub-paragraphs "b" and "c" of this Paragraph 11 shall have the responsibility of repairing any damage resulting therefrom.

12. PERSON TO RECEIVE SERVICE: For the period during which Declarants are in control of the Board of Managers, MW Greenwood House, LLC, 423 Greenwood Avenue, Brooklyn, New York, is hereby designated to receive notice of process in any action which may be brought against the Condominium. After Declarants relinquish control of the Board of Managers notice of process in any action which may be brought

against the Condominium shall be served on the President of the Condominium at the office of the Condominium located at 82 East 5th Street, Brooklyn, New York. In addition to the foregoing, the Secretary of State of the state of New York is hereby designated as agent of the Board of Managers to accept the service of process in any proceeding.

13. UNITS SUBJECT TO DECLARATION, BY-LAWS, AND RULES AND REGULATIONS: All present and future Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, and the Rules and Regulations (if any), as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering unto occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

14. AMENDMENT TO DECLARATION: This Declaration may be amended, modified, added to or deleted from by vote of Unit Owners representing at least 66-2/3% of all Unit Owners in number and in common interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved, in writing by vote of Unit Owners representing at least 66-2/3% of the Common Interest of all Unit Owners; provided however,

a) No amendment, modification, addition, or deletion which shall adversely affect the lien or any mortgage may be made without the written consent of the mortgagee;

b) No amendment which shall change the percentage of Common Interest allocated to any Unit or Units may be made without the written consent of such Owner;

c) No amendment, modification, addition, or deletion of or to this Declaration will be effective in any respect against the Declarants, their designee, or any Unsold Unit until the Declarants or such designee shall consent thereto in writing;

d) No amendment, modification, addition, or deletion of or to this Declaration which would in any way alter, restrict or change the use to which a

Commercial Unit may be put shall be effective against any such Commercial Unit without the written consent of the Owner of such Commercial Unit.

The Declarants hereby reserve to themselves and their designee(s) the right to amend this Declaration at any time without the requirements of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Buildings and appurtenances that are incomplete upon the original filing of the Declaration provided that the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depicting the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p, will be filed with such amendment.

No such amendment shall be effective until recorded in the Kings County Office of the Register of the City of New York.

15. CHANGES IN UNSOLD UNITS:

For any Unit owned by the Sponsors or its designee(s), if not prohibited by the New York Condominium Act (as the same may be amended), the Sponsors or their designee(s) shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit Mortgages, to (i) make alterations, additions, or improvements in, to and upon the Unit; (ii) change the layout or number of rooms in the Unit; (iii) change in and size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and (iv) reapportion among such Units affected by such change in size or number, subdivision, combination or alteration, appurtenant interests in the Common Elements; provided, however, that the Sponsors or their designee(s) shall comply with all rules, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all Unit Owners affected. Written consent will be obtained from Unit Owners, if any, who are adversely affected as a result of the above changes. Contract vendees, if any, pursuant to Purchase Agreements with the Sponsors or their designees for a Unit adversely affected as a result of the above changes, will be given the right to rescind their Purchase Agreements and receive a refund of any

disclosed in an amendment to the Offering Plan for the Property. The provisions of this Paragraph 16 may not be added to, amended or deleted without the prior written consent of the Sponsors or their designee(s). In the event of any such change in an Unsold Units, Sponsors shall amend the Declaration and Floor Plans to reflect same.

16. INVALIDITY:

a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included;

(b) Subject to the terms of Paragraph "a" above, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, this Declaration and By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provisions as a covenant running with the Land.

17. OBLIGATIONS OF OWNERS OF DWELLING UNITS OCCUPIED BY NON-PURCHASING TENANTS: Purchasers of dwelling units occupied by non-purchasing tenants shall appoint irrevocably the Condominium's managing agent (or the Board of Managers if there is no managing agent) as agent to provide the non-purchasing tenant all services and facilities required by law. The purchasers of occupied apartments shall deposit with the managing agent or Board of Managers at the closing an amount not

less than the greater of two months' rent, to be used as working capital to furnish services required under the existing lease and applicable laws and regulations. Upon notice by the managing agent or Board of Managers that the deposit has been diminished, the funds shall be replenished by the unit owner within a specified period of time. The failure of the unit owner to replenish the funds in a timely manner shall result in the Board of Managers, on behalf of the unit owners, having a lien against the dwelling unit. Interest, if any, earned on the fund shall be the property of the unit owner. Purchasers of occupied units shall be required to keep security deposits in a special segregated escrow account and pay interest on them as required by GBL Section 7-103.

18. TERMINATION OF CONDOMINIUM: The Condominium may be terminated by casualty loss, condemnation, or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners who own not less than eighty (80%) percent in Common Interest of the Units. The Declarants or their designees will not vote their interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in Common Interest of all other Unit Owners have elected for such withdrawal, in which event the Declarants may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided however, that no payment shall be made to a Unit Owner until all lienors have first been paid off out of his share of such proceeds.

19. COMMON EXPENSE: Common Expenses of the Condominium mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, the Declaration or the By-Laws. Common Expenses shall be charged to Unit Owners according to their respective common interests, except that such expenses may be specially allocated and apportioned by the Board of Managers in a manner different from common profits and expenses for one (1) or more non-residential units. Additionally, Common Expenses may be specially allocated and apportioned to residential or non-residential units, or a combination thereof, based on special or exclusive use or availability, or exclusive control, of particular units or common areas by particular Unit Owners.

20. DEFINITION OF "DECLARANT-DESIGNEE": The term "Declarant- Designee" as used in this Declaration shall mean any person or entity designated by the Declarants to acquire title to a Unit, other than a good faith Purchaser for value purchasing pursuant to a validly executed Purchase Agreement. A "Declarant-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 "Declarant-Designee."

21. 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.

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

23. GENDER: The use of the masculine gender in this Declaration shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

24. MORTGAGEES RIGHTS:

a) Notwithstanding anything to the contrary set forth in any other portion of this Declaration, amendments of a material adverse nature to the interest of the mortgagees must be agreed to by mortgagees holding mortgages on units entitled to cast at least 51.00% of the votes of the Condominium allocated to all units which are subject to mortgages;

b) Any action to terminate the legal status of the project after substantial destruction or condemnation, or for any other reason, must be agreed to by mortgagees holding mortgages on units entitled to cast at least 51.00% of the votes allocated to units which are encumbered by mortgages at the time of such termination. In the event notice of either of the foregoing is delivered to any mortgagee; and in the further event such mortgagee fails to submit a written response to such written notice within sixty (60) days after it receives such notice (and further provided that such notice was delivered by registered or certified mail with a return receipt requested); then in such case such mortgagee will be deemed to have consented to the notice to action.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed by its duly authorized representatives this
day of _____, 20__.

MW GREENWOOD HOUSE, LLC
BY: _____

MPRI MGMT, LLC
BY: _____

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

BY-LAWS

of

THE 82 EAST 5TH STREET CONDOMINIUM

ARTICLE I

Purpose of Business

Section 1. Unit Ownership: The property located in the Borough of Brooklyn, County of Kings, City and State of New York at 82 East 5th Street, Brooklyn, New York (hereinafter called the "Property") has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the Kings County office of the Register of the City of New York, simultaneously herewith. The Condominium thereby created shall hereinafter be known as THE 82 EAST 5TH STREET CONDOMINIUM.

Section 2. Applicability of By-Laws: The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Buildings, and all other improvements thereon (including the Units, the Common Elements and the Limited Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York. The Condominium Units are hereinafter sometimes referred to as "Unit" or "Units."

Section 3. Application: All present and future owners, mortgagees, lessees, and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-laws, the Declaration and the Rules and Regulations attached hereto as Schedule A.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office: The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

Meetings of Unit Owners

Section 1. Annual Meeting: The Annual Meeting of the Unit Owners of the Condominium for the election of the Board of Managers and for such other business as may properly come before such meeting, shall be held in the Borough of Brooklyn, City of New York, at such time and place, each year as may be designated by the Board. The notice of the meeting shall be in writing and signed by the President or a Vice President or the Secretary or an Assistant Secretary. Such notice shall state the time when and the place within the state where it is to be held, and the Secretary shall cause a copy thereof to be delivered personally or mailed to each Unit Owner of record of the Condominium entitled to vote at such meeting not less than ten (10) nor more than forty (40) days before the meeting. If mailed, it shall be directed to each such Unit Owner at his or her address as it appears in the records of the Condominium, unless he or she shall have filed with the Secretary of the Condominium a written request that notices intended for him or her be mailed to some other address, in which case it shall be mailed to the address designated in such request.

Section 2. Special Meetings: Special meetings of Unit Owners, other than those the calling of which is regulated by statute, may be called at any time by the President or Secretary or by a majority of the Board of Managers. It shall also be the duty of the Secretary to call such meetings whenever requested in writing to do so by Unit Owners owning at least twenty-five per cent (25%) of the votes of the Condominium. The Secretary shall cause a notice of such Special Meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 1 of this Article to each Unit Owner of record of the Condominium entitled to vote at such meeting not less than ten (10) nor more than forty (40) days before such meeting. No business other than that stated in such notice shall be transacted at such Special Meeting unless the holders of all the Units of the Condominium be present thereat in person or by proxy. Except that there shall be a meeting commenced within sixty (60) days after the closing of the First Unit to be sold to elect a Board of Managers.

Section 3. Waiver of Notices: The notice provided for in the two foregoing sections is not indispensable, but any Unit Owners' meeting whatever shall be valid for all purposes if all the Unit Owners of the Condominium are represented thereat in person or by proxy, or if a quorum is present, as provided in the next succeeding section, and waiver of notice of the time, place and objects of such meeting shall be duly executed in writing either before or after said meeting by such Unit Owners as are not so represented and were not given such notice.

Section 4. Quorum: At each meeting of Unit Owners, except where otherwise provided by law, Unit Owners representing, in person or by proxy, 51% of the votes of the Units shall constitute a quorum; in case a quorum shall not be present at any meeting, the holders of a majority of the Units represented may adjourn the meeting to some future time and place. Only those Unit Owners who, if present at the adjourned meeting, would have been entitled to vote thereat, shall be entitled to vote at any such adjourned meeting.

Section 5. Voting: At each meeting of Unit Owners, each Unit Owner present in person or by proxy shall be entitled to cast the votes appurtenant to his/her Unit at the time of service of notice of such meeting or at such prior date, not more than forty (40) days before such meeting, as may be prescribed by the Board of Managers as the date for determining which Unit Owners of record are entitled to notice of and to vote at such meeting. The proxies shall be in writing duly signed by the Unit Owner but need not be acknowledged or witnessed, and the person named as proxy by any Unit Owner need not himself be a Unit Owner of the Condominium. Voting by Unit Owners shall be viva voce unless any Unit Owner present at the meeting, in person or by proxy, demands a vote by written ballot, in which case the voting shall be by ballot, and each ballot shall state the name of the Unit Owner voting and the number of votes appurtenant to his/her Unit, and in addition, the names of the proxy of such ballot if cast by a proxy.

Section 6. Title to Units: Title to Units may be taken in the name of an individual or in the name of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation or partnership, or in the name of a fiduciary or trust, estate, un-incorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section.

Section 7. Number of Votes: Any or all of such Owners (including the Sponsor or Sponsor-designee, if the Sponsor or its designee shall then own one or more Units) shall be entitled to cast one vote for each .01% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to the vote at all meetings of Unit Owners. If Units are owned by more than one person as joint tenants, tenants by the entirety, or as tenants in common, or by a partnership, corporation or other entity, the persons owning said Unit shall agree among themselves and cast the votes for their Unit as a single vote. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote.

Section 8. Majority of Unit Owners: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having greater than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 7 of this Article II. Two thirds of Unit Owners shall mean those Unit Owners having greater than 66-2/3% of the total authorized vote of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners. A vote of a majority of Unit Owners shall be sufficient for any action of any meeting, except where otherwise provided herein or required by statute.

Section 9. Inspectors of Election: Inspectors of election shall not be required to be appointed at any meeting of Unit Owners unless requested by a Unit Owner present (in person or by proxy) and entitled to vote at such meeting and upon the making of such request inspectors shall be appointed or elected as provided in Section 610 of the Business Corporation Law.

ARTICLE III

OFFICERS

Section 1. Designation: The principal officers of the Condominium shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint such other officers as in its judgment may be necessary. The President and Vice-President, but no other officers, need be members of the Board of Managers.

Section 2. Election of Officers: The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected, their resignation or death.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President: The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice-President: The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Secretary: The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. Treasurer: The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office

of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. Compensation of Officers: No officer shall receive any salary or other compensation from the Condominium for acting as such or for services rendered in an official capacity.

Section 9. Liability of Officers: No officer shall be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify each officer against any liability or claims except those arising out of the bad faith or willful misconduct of an officer. It is intended that each officer shall have no personal liability with respect to any contract made by him on behalf of the Condominium. It is and shall be permissible for each officer who is appointed by the original Board of Managers (designees of the Sponsor), to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by an officer or out of the aforesaid indemnity in favor of each officer shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the aggregate interest in the Common Elements of all the Unit Owners. Every agreement made by an officer on behalf of the Condominium shall provide that each officer is acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners, except for willful misconduct or bad faith), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the aggregate interest in the Common Elements of all Unit Owners.

ARTICLE IV

Managers

Section 1. Number: The number of Managers of the Corporation shall not be less than three (3) nor more than seven (7), as may from time to time be herein provided and, in the absence of such provision shall be three (3). Commencing with the first election of Managers by Unit Owners of the Condominium, and until changed by amendment of this By-Law provision, and hereinafter provided, the number of Managers shall be three (3). The number of Managers shall not be decreased to a number less than the number of Managers then in office except at any Annual Meeting of Unit Owners. However, during the period the Sponsor, its Successor Offeror(s) or

Designees(s) continue to own 50% or more of the Condominium the number of Managers shall remain fixed at three (3).

Section 2. Powers and Duties: The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, as agent of all Unit Owners. The Board shall further have the right to employ a manager or managing agent or both, and may delegate any or all of the powers conferred by this section to such managing agent. Persons employed in the operation of the property may be designated or removed by a majority vote of the Board of Managers, or without vote by the managing agent or manager, if such a person is employed by the Board.

Section 3. Nomination and Election: The Managers shall be elected for a term of one year at the Annual Meeting of Unit Owners or at a Special Meeting called for that purpose as provided by law. Each Condominium Unit shall be entitled to elect one manager to the Board of Managers. Their term of office shall be until their respective successors are elected and qualify.

Section 4. Quorum: A majority of the Managers then authorized by these By-Laws shall constitute a quorum.

Section 5. Vacancies: Vacancies in the Board of Managers resulting from death, resignation, or otherwise may be filled without notice to any of the Unit Owners by a vote of a majority of the remaining Managers present at the meeting at which such election is held for that purpose promptly after the occurrence of any such vacancy even though no quorum is present. Each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of Unit Owners to serve the remaining term. In the event of the failure to hold any election of Managers at the time designated for the annual election of Managers or in the event that the Board of Managers shall not have filled any such vacancy, a Special Meeting of Unit Owners shall be called to elect a new Board of Managers. Any vacancy created by amendment of these By-Laws shall be filled in the manner provided in the resolution adopting such amendment. In case of a reduction of the authorized number of Managers by amendment of these By-Laws, the Manager, if any, whose term of office shall cease, shall be determined in the manner provided in the resolution adopting such amendment.

Section 6. Meetings: The Board of Managers shall meet immediately after the Annual Meeting of Unit Owners without notice and also whenever called together by any Manager of the Condominium or upon the written request of any three Managers then holding office, upon notice given to each Manager, by delivering personally, mailing or telegraphing the same to him at least two days prior to such meeting at the last address furnished by him to the Condominium. Regular meetings may be held without notice at such times and places as the Board of Managers may determine. Any meeting of the Board at which all the Managers shall be present, or of which notice shall be duly waived by all absentees, either before or after the holding of such meeting, shall be valid for all purposes provided a quorum be present. Meetings of Managers may be held either at the principal office of the Condominium or elsewhere within the State of New York as provided in the notice calling the meeting, unless the Board of Managers by resolution adopt some further limitation in regard thereto. At all meetings of the Board of Managers, each Manager shall be entitled to one vote. The vote of a majority of the Board of Managers present at the time of a vote of a duly constituted meeting shall be the act of the Board of Managers.

Section 7. Resignation and Removal: Any Manager may resign at any time by written notice delivered in person or sent by certified registered mail to the President or Secretary of the Condominium. Such resignation shall take effect at the time specified therein, and unless specifically requested acceptance of such resignation shall not be necessary to make it effective. Any Manager may be removed from office at any time with or without cause upon the affirmative vote of the Unit Owners whose aggregate vote is at least 51% of the votes of the Condominium at a Unit Owners' meeting duly called for that purpose; provided, however, that the Manager(s) elected by the Holders of "Unsold Units" can be removed only for cause by a vote of a majority of the Unit Owners or without cause by the Holders of Unsold Units.

Section 8. Annual Cash Requirements: The Board of Managers shall, from time to time determine the cash requirements as defined in the Condominium's By-Laws, and fix the terms and manner of payment of Common Charges as more specifically set forth in Article VI. The Board of Manager shall have discretionary power to prescribe the manner of maintaining and operating the Building, to be paid as aforesaid by the Unit Owners. Every such determination by the Board of Managers shall be final and conclusive as to all Unit Owners and any expenditures made by the Condominium's officers or its agent under authority of, or with the approval of, the Board of Managers of the Condominium shall, as against the Unit Owners, be deemed necessarily and properly made for such purpose. Until the earlier of (i) the fifth anniversary of the First

Closing or (ii) such time as the Holders of Unsold Units hold less than 50% of the outstanding votes of the Residential Units, the Board of Managers of the Condominium will not take any of the following actions unless Unit Owners owning at least 51% of the votes of Residential Units of the Condominium approve in writing or by vote, in person or by proxy, at a duly constituted meeting called for such purpose:

- a) Increase the number or change the type of employees from that described in the FOOTNOTES TO SCHEDULE B of the Offering Plan;
- b) Provide for new or additional services from those indicated in the FOOTNOTES TO SCHEDULE B, unless the annual cost of such new or additional services, when added to the annual cost of all other services, being provided, is no greater than that provided in said notes;
- c) Establish any reserve other than the Reserve and/or Working Capital Funds set forth in the Offering Plan.

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

Section 9. Rules and Regulations: The Board of Managers may from time to time adopt and amend such rules and regulations as it may deem necessary in respect to the Building of the Condominium for the health, safety and convenience of the Unit Owners. Copies thereof and of changes therein shall be furnished to each Unit Owner.

Section 10. Compensation: No Member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 11. Liability of the Board of Managers: The Members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such

contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is understood and permissible for the original Board of Managers, who are designated by the Sponsor, to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements, and, except as prohibited by law, the Unit Owner's interest in the Unit. Every agreement made by the Board of Managers, or the Managing Agent, or the Manager, on behalf of the Condominium shall provide that the members of the Board of Managers, or the Managing Agent, or the Manager as the case may be, are acting only as agent for the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the Managing Agent or by the Manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the Managing Agent, or the Manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements, and, except as prohibited by law, the Unit Owner's interest in the Unit.

ARTICLE V

NOTICES

Section 1. Definitions: Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any Manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such Managers or Unit Owner or mortgagee in such address as appears on the books of the Condominium.

Sections 2. Service of Notice Waiver: Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges: The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses, and allocate and assess such Common Charges and Expenses among the Unit Owners in proportion to their respective Common Interests; except that such expenses may be specifically allocated and apportioned by the Board of Managers in a manner different from common interest to one (1) or more non-residential units; or in the case of either residential or non-residential units or any combination thereof, such expenses may be specially allocated and apportioned based on special or exclusive use or availability, or exclusive control, of particular units or common areas by particular unit owners. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of these By-Laws and the fees and disbursements of the Insurance Trustee. The Common Expenses may also include such amount as the Board of Managers may deem proper for the operation and maintenance of the Common Elements including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease of any Unit whose Owner has elected to sell or lease such Unit, or any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such Common Charges and Expenses are based, to all Unit Owners. Any dispute relating to the expenses to be borne by the Unit Owners shall be submitted to arbitration in accordance with these By-Laws.

Until such time as units are separately assessed for New York City real estate tax purposes, real estate taxes shall be deemed part of the common expenses of the building, and individual unit owners will be assessed their proportionate share thereof.

After assessment, unit owners will be reimbursed for any overpayment of taxes or assessed for any underpayment.

The Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the First Unit Closing until such Unit is sold to a bona fide purchaser.

Section 2. Insurance: The Board of Managers shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Buildings containing the Units (including all of the Units and the fixtures initially installed therein by the Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including furniture, furnishings, or other personal property supplied or installed by Unit Owners) together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees with certificates of insurance, as their interests may appear, in an amount to be determined by the Board of Managers. In the event this building includes a commercial unit, the Board of Managers shall annually obtain from the insurance broker a letter stating the extent to which the cost of insurance for the condominium, on account of the usage of the commercial unit, exceeds the cost which would otherwise have been obtained if no commercial unit were present; and this cost shall be borne by the commercial unit owner. A copy of the letter shall be delivered to the commercial unit owner within ten (10) days after receipt thereof, and the commercial unit owner shall be obligated to pay the amount assessed therein within fifteen (15) days after receipt thereof.

Section 3. Payment of Common Charges: All Unit Owners shall be obligated to pay the Common Charges assessed by the Board of Managers pursuant to the provisions of Section 1 of Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him.

Section 4. Collection of Common Charges and Assessments: The Board of Managers shall assess Common Charges against Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner that remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any assessment

due from any Unit Owner that remains unpaid for more than thirty (30) days from the due date thereof.

Section 5. Default in Payment of Common Charges or Assessments: In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges or any assessment as determined by the Board of Managers, such Unit Owners shall be obligated to pay interest at the highest legal rate on such Common Charges or assessments from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or assessments, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. A Unit Owner defaulting in payment of Common Charges or assessments shall not be permitted to vote at any regular or special meeting of Unit Owners. During the time that the Sponsor is in control of the Board of Managers, Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on units in which the Sponsor is more than 30 days in arrears of common charges.

Under section 339-kk of the Real Property Law, the Board of Managers has the right to require the tenant in an apartment owned by a non-occupying owner to make rental payments directly to the Board of Managers where such non-occupying owner is in default on payments of common charges, assessments, or late fees for such unit for a period of 60 days after the expiration of any grace period after they are due. Payments by such rental tenant to the condominium pursuant to this statute relieves such rental tenant from the obligation to pay such rent to such non-occupying owner, and is an absolute defense in any nonpayment proceeding commenced by such non-occupying owner. The procedures by which the Board of Managers may enforce this right, including required notice, means of protest, and termination are set forth in the aforementioned section which is recited at Page RP1 of this Offering Plan.

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 the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at foreclosure sale and to acquire,

hold, lease, mortgage (but not to vote the votes appurtenant to), convey, or otherwise deal with same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same. The proceeds from the sale of any Unit pursuant to this Section shall be used first to pay the unpaid Common Charges and/or assessments, plus reasonable attorney's fees and administrative costs and any other lawful liens on the defaulting Unit. Amounts above this, if any, will be the property of the defaulting Unit Owner. If after the sale of Unit for the nonpayment of Common Charges and/or assessments, the sale does not recover the full amount due and owing, the Board of Managers has the right to assess all the Unit Owners as a Common Expense for the difference between the amount received by the Condominium from the sale of the Unit and the amount owed to the Condominium.

Section 7. Statement of Common Charges and Assessment: The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit Owner.

Section 8. Abatement and Enjoinment of Violations by Unit Owners: The violation of any rule or regulation adopted by the Board of Managers, or the 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, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 9. Maintenance and Repairs:

a) All maintenance, replacement, or repair to any Unit, ordinary or extraordinary, and to the doors (except painting exterior side of Unit entrance door), windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating fixtures and air conditioning units within the Unit or belonging to the Unit Owner shall be the responsibility of the unit owner, and the expense thereof shall be the sole

responsibility of the Unit Owner, excepting as otherwise specifically provided herein.

b) All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, shall be made by the Board of Managers as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed as per the Declaration.

c) Each unit owner shall be solely and only responsible for repair or maintenance of any limited common element appurtenant to his/her unit, including but not limited to painting, cleaning, patching, and surface repair, and, in the case of balconies, if any, structural maintenance.

d) In the event a unit owner fails properly to maintain his unit or limited common element, the Board of Managers may take such steps as in its exclusive judgment are necessary to maintain the areas, and the cost thereof shall be assessed against the owner of the condominium unit in question, or the owner of the unit to which such limited common elements are appurtenant.

e) To the extent that damage to a limited common element or unit is caused by a building condition or by other condition for which the condominium carries insurance, the cost of repair of such damage shall be borne by the condominium.

Section 10. Restrictions on Use of Units: In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following:

a) The Units shall be used for any use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction, and the Certificate of Occupancy. Notwithstanding the foregoing, the Sponsor or Sponsor-Designee shall have the right, without charge, (i) to maintain general and sales offices in one or more Units or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property; (ii) to have its employees, contractors and sales agents present on

the Property; (iii) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction of the Building and to comply with its obligations.

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

c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the Property by its occupants.

d) No 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 eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

e) In the event the Board of Managers determines, via letter from the insurance agent providing insurance for the building, that the cost of insuring the building with the Commercial Units exceeds the cost of insuring the building without Commercial Units, then the Commercial Unit Owners shall be responsible for a special assessment in the amount of such overage. Commercial Unit Owners shall be under a duty to maintain heat in their unit on a 24-hour basis, notwithstanding the operating hours of the business, so as to prevent any piping or building facilities which run through said Commercial Units from freezing or being otherwise damaged by any weather condition.

Section 11. Additions, Alterations or Improvements by Unit Owners: No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, or which affects the exterior of the Building's Units, without prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer in writing any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a

consent by the Board of Managers to the proposed addition, alteration, or improvement. An application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor, or material man on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent, either affirmatively or by its inaction, to any structural addition, alteration or improvement to be made by a Unit Owner, the consent shall provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 11 that require the consent of the Board of Managers in connection with a structural addition, alteration, or improvement shall not apply to Units owned by the Sponsor or its designee. All other provisions of this Section 11 shall apply to all Units.

Non-structural alterations and improvements to Units that do not affect the exterior of the Buildings may be made without the prior approval of the Board of Managers.

Section 12. Use of Common Elements and Facilities: A Unit Owner shall not place or cause to be placed in the lobby, public halls, stairways or other common areas or

common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them. The Sponsor and any Sponsor-Designee shall have the right to use of the Common Elements, without charge, for the purpose set forth in Section II of this Article VI.

Section 13. Right of Access: A Unit Owner shall grant a right of access to his Unit, to the Manager and/or any other person authorized by the Board of Managers, the Manager or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 13, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI. Each Unit Owner will be required to give a copy of his/her keys to his/her Unit to the President of the Board of Managers who shall designate an authorized person or persons to keep the keys and use them in case of an emergency.

Section 14. Rules of Conduct: Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. A copy of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers are annexed hereto and made a part hereof as Schedule A.

Section 15. Water Charges and Sewer Rents: Water shall be supplied to all of the Units and the Common Elements through one or more building meters or pursuant to a frontage charge and, the Board of Managers shall pay, as a Common Expense, all charges for water consumed on the Property and in the Units, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed.

ARTICLE VII

Mortgages

Section 1. Notice to Board of Managers: A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a confirmed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Common Charges: The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit, of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. Notice of Default: The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. Examination of Books: Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

Section 5. Any mortgagee shall be entitled to timely written notice of:

- a. Any condemnation of casualty loss that affects either a material portion of the project or the unit securing its mortgage.
- b. Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- c. A lapse, cancellation, or material modification of any insurance policy maintained by the Homeowner's Association.
- d. Any proposed action that requires the consent of a specified percentage of mortgagees.

Section 6. Notwithstanding anything to the contrary set forth in any portion of these By-Laws, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of such unit's unpaid regularly scheduled budgeted dues or common charges accrued before acquisition of title to the unit by the mortgagee, together with any fees or costs related to the collection of such unpaid dues.

Section 7. Notwithstanding anything to the contrary set forth elsewhere in these By-Laws, no amendment, modification, addition, or deletion that shall adversely affect the lien of any mortgage may be made without the consent of the mortgagee.

Section 8. When a mortgagee fails to submit a response to any written notification made pursuant to these By-Laws within sixty (60) days after such notice is delivered by certified or registered mail, return receipt requested, said mortgagee will be conclusively presumed to have consented to the action set forth in said notice.

ARTICLE VIII

Condemnation and Termination

Section 1. Condemnation: In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to \$50,000.00 or less, and to the Insurance Trustee if such award amounts to more than \$50,000.00. If seventy-five (75%) percent or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five (75%) percent or more of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 2 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

Section 2. Termination: The Condominium may be terminated by the casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners who own not less than eighty (80%) percent in number and in Common Interest of the Units. Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event the Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests. However, no payment shall be made to a Unit Owner until all liens to which his/her Unit are subject are paid off.

ARTICLE IX

Arbitration

Section 1. Procedure: Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in New York City, New York, in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in New York City, New York before one arbitrator appointed, upon the application of any party, by the Real Estate Board of New York.

Section 2. Variation by Agreement: The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York City Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes."

Section 3. Binding Effect: The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. Cost and Expenses: The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

All costs and expenses paid or incurred by Condominium board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE X

Conflicts

Section 1. Conflicts: These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE XI

Amendments to the By-Laws

Section 1. Amendment to By-Laws: These By-Laws may be modified or amended by the vote of two-thirds (as that number is defined in these ByLaws) in number and in Common Interests of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

For as long as there are one or more Unsold Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be altered, amended, repealed or added to without the consent of the Holder(s) of Unsold Residential Units and the Sponsor.

ARTICLE XII

Miscellaneous

Section 1. Invalidity: The invalidity of any part of the By-Laws shall not impair or affect in any manner the valid enforceability or effect of the balance of these By-Laws.

Section 2. Captions: The captions herein are inserted only by matter of convenience and/or reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provision therein.

Section 3. Gender: The use of the masculine gender in the By-Laws shall be deemed to include the feminine gender and the use of singular shall be deemed to include the plural, whenever the context requires.

Section 4. Waiver: No restriction, condition, obligation or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, respective of the number of violations or breaches thereof that may occur.

Section 5. Insurance Trustee: The Insurance Trustee selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with approval of the holders of five (5) or more Unit first mortgagees). In the event the Insurance Trustee shall resign, the new insurance Trustee shall also be a bank, trust company, or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of the holders of five (5) or more Unit first mortgagees). The Board of Managers shall pay fees and disbursements of any Insurance Trustee, and such fees or disbursements shall constitute a Common Expense of the Condominium.

Section 6. Report to Unit Owners: The Board of Managers of the Condominium shall give annually to each and every Unit Owner:

- 1) On or before March 1st of each year a financial statement for the previous year's operation. During the period the Sponsor is in control of the Board of Managers, there shall be a certified financial statement prepared by a certified public accountant or public accountant.

2) Prior notice of the annual Unit Owners meeting at least 30 days prior to such meeting.

3) A copy of the proposed annual budget of the Condominium, no less than thirty (30) days prior to the date set for adoption thereof by the Board of Managers. During the time the Board is controlled by the Sponsor, this statement shall be certified by a qualified budget expert.

ARTICLE XIII

Sponsor Control

Section 1: Transfer of control of the Condominium Board of Managers shall pass to unit owners, other than the Sponsor, at the later of the following:

- One hundred and twenty (120) days after the date by which 75% of the units have been conveyed to unit purchasers;
- or
- Three (3) years after the first conveyance of a unit to a unit purchaser.

Notwithstanding the foregoing, Sponsor may vote for unit owners of its choice.

Section 2: Until the earlier of five years from the date of closing, or at the time at which the Sponsor or other Holder of Unsold Units owns units consisting of less than 25% of the common interest of the Condominium, Sponsor may exercise veto power over any expenses other than those described in Schedule B, or which are required to comply with applicable laws or regulations; remedy any notice of a violation; or remedy any work order from an insurer; or for any repair or replacement necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or required to avoid the suspension of any necessary service to the Building.

Section 3: So long as the Sponsor retains ownership of at least one unit in the building, the By-Laws, Declaration, and Rules and Regulations of the Condominium, may not be amended or modified in any way so as to adversely affect the Sponsor without written consent by the Sponsor.

Section 4: At the time of the first closing there will be three Managers designated by the Sponsor. However, the Managers will resign in favor of Managers who will be elected by the purchasers at a meeting to be convened within 30 days after the first closing. If

the Sponsor still owns 50% or more of the units in the building, the Sponsor-appointed managers may be re-elected at such time.

Section 5: So long as a majority of the Board of Managers consists of managers elected by the Sponsor or holders of unsold units, the board:

1. Shall not eliminate or reduce the number of employees, insurance coverages or any service to a level less than that provided in Schedule B unless a majority of board members elected by bona fide unit purchasers vote in favor thereof.

2. Shall, to the extent of their authority as Board Members, use all reasonable efforts to cause the Building (including its equipment, services and installations) to be kept operational, clean, and, in a good state of repair and condition;

3. Shall not veto expenditures required to comply with applicable laws or regulations and/or expenses necessary to remedy notice of violations of law, or order of an insurance carrier, or for any repair or replacement necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building.

ARTICLE XIV

Obligations of Owners of Dwelling Units Occupied by Non-Purchasing Tenants

Section 1: Purchasers of dwelling units occupied by non-purchasing tenants shall appoint irrevocably the Condominium's managing agent (or the Board of Managers if there is no managing agent) as agent to provide the non-purchasing tenant all services and facilities required by law. The purchasers of occupied apartments shall deposit with the managing agent or Board of Managers at the closing an amount not less than the greater of two months' rent, to be used as working capital to furnish services required under the existing lease and applicable laws and regulations. Upon notice by the managing agent or Board of Managers that the deposit has been diminished, the funds shall be replenished by the unit owner within a specified period of time. The failure of the unit owner to replenish the funds in a timely manner shall result in the Board of Managers, on behalf of the unit owners, having a lien against the dwelling unit. Interest, if any, earned on the fund shall be the property of the unit owner. Purchasers of occupied units shall be required to keep security deposits in a special segregated escrow account and pay interest on them as required by GBL Section 7-103.

**CERTIFICATION OF SPONSORS AND SPONSORS' PRINCIPALS PURSUANT TO
SECTION 23 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL
BUSINESS LAW ARTICLE 23-A, AS AMENDED**

**RE: The 82 East 5th Street Condominium
 82 East 5th Street
 Brooklyn, New York**

We, MW GREENWOOD HOUSE, LLC, MPRI MGMT, LLC, MAREK WERESZCZYNSKI, MARIO PRESTIGIACOMO, and ROBERT IMBURGIA, being the Sponsors and principals of the Sponsors of the Offering Plan to convert the above captioned property to condominium ownership, jointly and severally certify as follows:

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 23, 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 that amend or supplement the Offering Plan will:

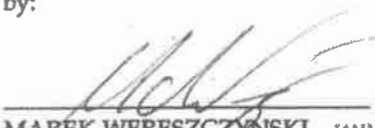
1. Set forth the detailed terms of the transaction and be complete, current, and accurate;
2. Afford potential purchasers, investors, and participants an adequate basis on which to found their judgment;
3. Not omit any material fact;
4. Not contain any untrue statement of a material fact;
5. Not contain any fraud, deception, concealment, suppression, false pretense, or fictitious or pretended purchase or sale;
6. Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

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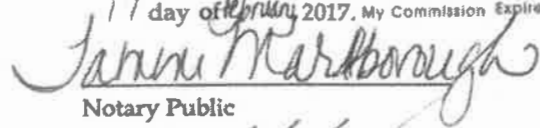
7. Not contain any representation or statement which is false where we:
- a) knew the truth;
 - b) with reasonable effort could have known the truth;
 - c) made no reasonable effort to ascertain the truth; or
 - d) did not have knowledge concerning the representation or statement made.

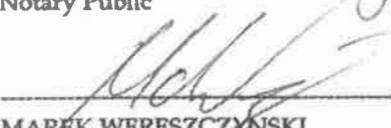
This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to the Civil and Criminal penalties of the General Business Law and the Penal Law.

MW GREENWOOD HOUSE, LLC
by:

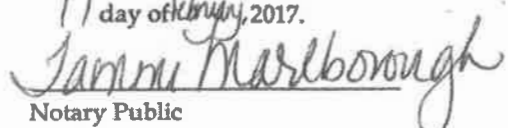

MAREK WERESZCZYNSKI TAMMI MARLBOROUGH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6258822

Sworn to before me this
17 day of February, 2017, My Commission Expires April 02, 2020


Notary Public

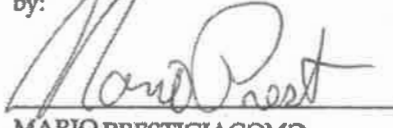

MAREK WERESZCZYNSKI

Sworn to before me this
17 day of February, 2017.

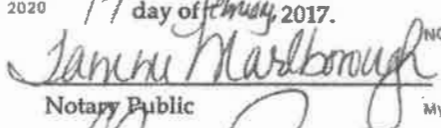

Notary Public

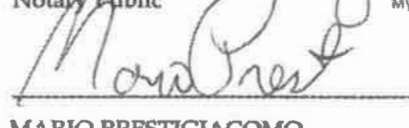
TAMMI MARLBOROUGH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6258822
Qualified in Richmond County
My Commission Expires April 02, 2020

MPRI MGMT, LLC
by:

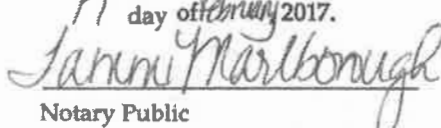

MARIO PRESTIGIACOMO

Sworn to before me this
17 day of February, 2017.


Notary Public

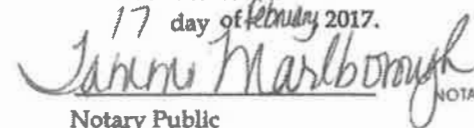

MARIO PRESTIGIACOMO

Sworn to before me this
17 day of February, 2017.


Notary Public


ROBERTIMBURGIA

Sworn to before me this
17 day of February, 2017.


Notary Public

TAMMI MARLBOROUGH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6258822
Qualified in Richmond County
My Commission Expires April 02, 2020

CRT2

CERTIFICATION BY SPONSOR'S ENGINEER
PURSUANT TO PART 20.4 OF THE REGULATIONS
ISSUED PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED

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

Re: 82 East 5th Street
Brooklyn, New York

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership has retained our firm to prepare a report describing the construction and/or renovation of the property (hereinafter "the Report"). I visually inspected existing portions of the renovated property, if any on June 16th, 2014. I examined the building plans and specifications, prepared by Bricolage Designs, 6321 New Utrecht Avenue, Brooklyn, N.Y. 11219; dated June 1st, 2006, and prepared the Report dated, July 16th, 2014, a copy of which is intended to be incorporated into the Offering Plan, so that prospective purchasers may rely thereupon. I am a licensed Engineer, registered in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20, insofar as they are applicable to this "Report".

I have read the entire Report and investigated the facts set forth therein 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 does:

- (i) set forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications which I examined.
- (ii) in our professional opinion, afford 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 construction provided that construction is in accord with the plans and specifications which I examined.
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, or suppression;

- (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 statement or representation 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 statements made

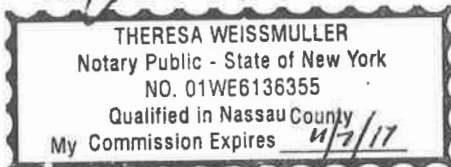
I further certify that I am not owned or controlled by, and have no beneficial interest, in the Sponsors, and that my compensation for preparing the Report is not contingent on the conversion of the property to condominium ownership, or on the profitability or price of the Offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.



Sworn to before me this

16th day of May, 2014

Notary Public





Center Slope ■ Fort Greene
website: brooklynproperties.com e-mail: info@brooklynproperties.com

NORTH SLOPE 113 7th Avenue Brooklyn, NY 11215
Tel 718.788-3888 Fax 718.638.5886

February 23, 2017

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: 82 East 5th Street, Brooklyn, New York 11218

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 twenty years, the management of approximately ten buildings, and, the sale of numerous condominium and rental properties. We are familiar with prices, practices, and procedures in the area of this condominium.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20, insofar as they are applicable to SCHEDULE B and SCHEDULE B-1. We have reviewed the SCHEDULES and investigated the facts set forth in the SCHEDULES, and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

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

We certify that the Schedules 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

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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.



Marie L McIntyre
Licensed Real Estate Broker

SWORN TO BEFORE ME THIS

28 DAY OF Feb, 2017.


NOTARY PUBLIC

MILAGROS PEREZ
Notary Public, State of New York
No. 01PE6196919
Qualified in Kings County
Commission Expires 11-17-2020