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

CONDOMINIUM OFFERING PLAN

THE 2107 BEDFORD AVENUE CONDOMINIUM

A PLAN FOR CONDOMINIUM CONVERSION OF PREMISES LOCATED AT

2107 BEDFORD AVENUE
COUNTY OF KINGS, CITY OF NEW YORK
BROOKLYN, NEW YORK 11226

36 RESIDENTIAL UNITS AND 1 COMMERCIAL UNIT OFFERED FOR SALE

OFFERING PRICE OF 36 RESIDENTIAL UNITS [1]	**$24,711,000.00**
OFFERING PRICE OF 1 COMMERCIAL UNIT	**$350,000.00**
TOTAL OFFERING PRICE OF 37 UNITS	**$25,061,000.00**
PROJECTED RESERVE FUND OF CONDOMINIUM [2]	**$378,750.00**

(1) THE SUPERINTENDENT'S UNIT (UNIT 1) WILL BE INITIALLY RETAINED BY SPONSOR, AND SPONSOR WILL HAVE THE OPTION TO CONVEY THE UNIT TO THE CONDOMINIUM AFTER FIVE (5) YEARS. SEE "SPECIAL RISKS."

(2) THE ACTUAL AMOUNT OF THE RESERVE FUND WILL BE NOT LESS THAN 3% OF THE LAST DISCOUNT PRICE OFFERED TO TENANTS WHEN THE PLAN IS DECLARED EFFECTIVE, MINUS A CREDIT, IF ANY, FOR ELIGIBLE CAPITAL REPLACEMENT WORK UNDERTAKEN BY SPONSOR, PURSUANT TO THE RESERVE FUND LAW. SEE "RESERVE FUND" FOR MORE DETAILS.

SPONSOR:	ATTORNEYS FOR SPONSOR:
2107 BEDFORD LLC 85 DELANCEY STREET NEW YORK, NEW YORK 10002	THE LAW OFFICE OF JAY LICHTMAN P.C. 68 JAY STREET, SUITE 420 BROOKLYN, NEW YORK 11201 (347) 504-1724

DATE OF ACCEPTANCE FOR FILING: DECEMBER 16, 2015

THIS OFFERING PLAN MAY ONLY BE USED FOR 12 MONTHS FROM THIS DATE UNLESS EXTENDED BY A DULY FILED AMENDMENT.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS.

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

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

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

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CERTIFICATIONS

1. SPONSOR AND PRINCIPALS
2. SPONSOR'S ENGINEER (OR ARCHITECT)
3. SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET
4. SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER(S)

A. SPECIAL RISKS

1. Each purchaser will be required to pay an additional $2,500.00 at closing to defray Sponsor's costs, e.g., architectural costs, filing fees, legal fees and other costs incurred in creating the condominium. See Sections "Schedule A" and "Unit Closing Costs and Adjustments."

2. Pursuant to existing law and regulation, the Sponsor may declare the plan effective by entering into contracts to sell a minimum of fifteen percent (15%) of the units in the building. Even if the plan is declared effective with a minimum number of sales, it is possible that the sponsor may be able to convert the building with fewer than the minimum number of sales, if purchasers counted toward effectiveness do not ultimately purchase an apartment.

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

3. The Sponsor is the reserving the unconditional right to rent units rather than sell units. Accordingly, there is no commitment by Sponsor to sell more than 15% or six (6) units which is necessary to declare the plan effective. Purchasers should note that owner-occupants may never gain effective control of the condominium. See Section entitled "Rights and Obligations of Sponsor."

   Because Sponsor is retaining the unconditional right to rent rather than sell units, this plan may not result in the creation of a condominium in which a majority of the units are owned by owner-occupants or investors unrelated to the Sponsor and its Principal. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

4. The Plan will be deemed abandoned, void and of no effect if it does not become effective within fifteen (15) months from the date of acceptance for filing and, in the event of such abandonment, no new plan for the conversion of the building shall be submitted to the attorney general for at least twelve (12) months after such abandonment. Additionally, unit upgrade funds must be returned to Purchasers.

5. After the plan has been declared effective, Sponsor will serve a notice setting a closing date, which date shall be not be earlier than thirty (30) days from the date of such notice. TIME IS

OF THE ESSENCE to close on such date. The failure to close by such date may result in the Purchaser losing his down payment, but the sponsor may not retain more than 10% of the purchase price (regardless of the amount of the down payment), plus any amounts paid for any special work or extras. Any remainder will be returned to the purchaser with reasonable promptness thereafter. Sponsor has the right to postpone the closing date and to fix a new closing date within a reasonable time period. Additionally, following any Event of Default as listed in the "Procedure to Purchase" section of this Plan, Sponsor shall serve a notice upon Purchaser of the default and Purchaser shall have thirty (30) days with which to cure said default WITH TIME BEING OF THE ESSENCE TO REMEDY SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If such event of default is not cured within said thirty (30) days, Sponsor may retain as and for liquidated damages all payments made thereunder (but in no event to exceed ten (10%) percent of the total Purchase Price of the Unit, plus the cost of any special work in the Unit ordered by Purchaser). See Section "Procedure to Purchase" and "Definitions."

6. In the event a purchaser does not close on the Closing Date set forth in the Notice of Closing and 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 or adjourned closing date until such amount is paid. The interest rate shall be sixteen percent (16%) per annum calculated at a daily rate of 0.0004383561%. This rate shall be in effect for as long as there are any unpaid amounts owing towards the full purchase price. See Section "Procedure to Purchase" for further details.

7. Purchaser will be responsible for the following costs at closing, in addition to the purchase price and other closing costs (such as the $2,500.00 previously mentioned) listed in the Section "Unit Closing Costs and Adjustments":

    a. Although usually Seller's expense, Purchaser shall pay the Real Property Transfer Tax due to the City of New York. This tax is in the amount of one percent (1%) of the total purchase price of the unit, if $500,000.00 or less; and 1.425% of the total purchase price of the unit if over $500,000.00. The Purchaser shall also pay for the New York State Deed Documentary stamps (currently $2.00 per $500.00 or a fractional portion thereof of the purchase price) imposed by statute on the transferors of the property. For purposes of calculating the transfer taxes to be paid, consideration includes the transfer taxes paid by the purchaser. See Section "Unit Closing Costs and Adjustments" for further details.

    b. Purchasers shall be obligated to pay the following fees to Sponsor's attorney: (a) $2,000.00 for services rendered in connection with the preparation of documents; (b) $100.00 if E-forms for New York City Real Property Transfer Tax are prepared by Sponsor's Attorney; (c) $350.00 if the closing is held at any location other than Sponsor's attorney's offices; and (d) $100.00 for each time the closing is rescheduled (for the costs to fix a new Closing Date and time, to coordinate the attendance of all persons, to re-date the closing documents and to recalculate the closing apportionments). See Section "Unit Closing Costs and Adjustments" for further

details.

c. Purchasers of a unit from the Sponsor will be required to deposit at closing with the Board of Managers four (4) months' estimated common charges for his unit to be used as working capital. The Sponsor will not be responsible for this contribution, however, on unsold units. See Sections "Unit Closing Costs and Adjustments" and "Working Capital Fund" for further details.

d. At closing, the Sponsor will collect each purchaser's pro-rated share in the first year's insurance premium, and any pre-paid water and sewer, and any other pre-paid expenses, from the date of the closing until the end of the first year of condominium operation. This amount will be calculated in proportion to each purchaser's common interest and will be used to reimburse the Sponsor for payment of the first year's pre-paid expenses. See Section "Unit Closing Costs and Adjustments" for further details.

8. Each unit owner is responsible for the payment of the electricity used for cooking if the unit only has an electric oven/range, and or the electricity and gas which will be used for cooking costs of his individual unit. The plan provides that the budget charges (which include heat and water/sewer charges as part of the common charges) are to be divided among the units in proportion to percentage of common interest, even though the units may use heat or water in a different proportion. See Schedules B and B-1 and the notes to the schedules for further details.

9. Generally, any provision of the Declaration, the By-Laws, or the Rules and Regulations may be amended, modified, added to or deleted by the affirmative vote of 75% of all Unit Owners. However, for so long as Sponsor or its designee is the owner of one (1) or more Units, the Declaration, the By-Laws and the Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or such designee without the prior written consent of every Unit Owner affected by such amendment. In addition the Sponsor reserves the right without approval of the Board of Managers or any one unit owner to make changes to any unsold unit, and to the common areas of the building. Specifically the Sponsor retains the right to annex part of the hallway as part of one or more of the first floor units. The result of said change would be a smaller hallway, with larger units, and said change may affect the percent common interest of the non-enlarged units, by reducing the units Percent Common Interest, and increasing the Percent Common Interest of the enlarged units. Said change will be documented in an amendment to the Plan and the Declaration if already recorded. Additionally, Sponsor will grant a right of rescission, for fifteen (15) days, to any purchaser not in default on their purchase agreement. In addition, if any area of the building affects only two (2) units, the two unit owners may agree between each other how to allocate said area between their units without the permission of the Board of Managers.

10. The escrow account in which down payments or advances made by purchasers will be placed is covered by federal bank deposit insurance to $250,000.00 per individual deposit. Any deposit in excess of $250,000.00 will not be insured in to the extent such amount exceeds $250,000.00. See Section "Procedure to Purchase" for further details.

11. All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account. However, purchasers 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 a purchaser is entitled to rescission, the purchaser will not receive a refund of any funds used for upgrades or extras. See Section "Procedure to Purchase" for details.

12. No representation is made that the initial working capital fund will be adequate to cover current or future expenses, including repairs or replacements, and if additional funds are required over and above the initial capital fund, it may be necessary for the board of managers to increase the common charges. See Section "Working Capital Fund" for details.

13. Insurance coverage does not include claims for personal injury or property damage occurring within a Unit. Therefore, the Unit Owner should consider obtaining the following at his own cost additional insurance cost covering the contents of the Unit, personal property, and liability for personal injury as a result of occurrences in the individual Unit. See sections "Footnotes to Schedule B" and "Rights and Obligations of Unit Owners" for details.

14. The Sponsor reserves the right to make changes in size, layout and number of unsold units, and the common areas without the approval of the Board of Managers provided that all changes comply with the building code and all applicable laws and regulations. The Sponsor will file an amendment to the offering plan disclosing any such changes and any material changes must be with the consent of any affected purchasers. Unless an affected purchaser consents, no material change will be made in unit size, layout or percentage of common interest if a purchase agreement has been executed and delivered to the Sponsor and the purchaser is not in default. Specifically the Sponsor retains the right to annex part of the hallway as part of one or more of the first floor units. The result of said change would be a smaller hallway, with larger units and said change may affect the percent common interest of the non-enlarged units, by reducing the units Percent Common Interest, and increasing the Percent Common Interest of the enlarged units. Said change will be documented in an amendment to the Plan and the Declaration if already recorded. Additionally, Sponsor will grant a right of rescission, for fifteen (15) days, to any purchaser not in default on their purchase agreement. In addition of any area of the building affects only two (2) units, the two unit owners may agree between each other how to allocate said area between their units without the permission of the Board of Managers. See Section "Changes in Prices and Units" for further details.

15. All Unit Owners shall severally indemnify each member of the Condominium Board against any liability or claim, contractual or otherwise, except those arising out of the bad faith, willful misconduct or gross negligence of such member or that are contrary to law or the terms of the Declaration or the By-Laws. However, the liability of any Unit Owner on account of the indemnification of the Board of Managers will be limited to such proportionate share thereof as the Common Interests of such Unit Owner bear to the aggregate Common Interests of all Unit Owners. See Section "Rights and Obligations of Board of Managers."

16. Since the condominium board does not have the right to approve or disapprove purchasers (), there is no limit on the number of owners who may purchase for investment rather than for personal occupancy and accordingly there may always be a substantial percentage of owners who are non-residents. See Section "Introduction."

17. There are no limitations on who can purchase units so that units may be purchased as an investment purpose. After the initial sponsor control period, a majority of the board of managers need not be owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals, purchasers for their own occupancy may never gain control of the board of managers under the terms of this plan. Owner-occupants and non-resident owners, including sponsor, may have inherent conflicts on how the condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment. See Section "Introduction."

18. In the event of a bulk sale by the Sponsor of all or some of its unsold units, the transferee successor sponsor will be bound by the Sponsor's representation regarding its commitment to sell units. See Section "Introduction."

19. The sponsor has reserved the right to modify, renew and replace existing service, maintenance, employment concessionaire and other agreements and insurance policies and to enter into new agreements and policies that will be binding on the board of managers on the closing date. The Sponsor may not unilaterally change the terms of the offer. Services must remain comparable to what is in the budget. Any such new agreement which has the effect of materially increasing common charges or is binding on the board of managers for more than two years will be disclosed by a duly filed amendment to this plan. See Section "Notes to Schedule B."

20. In addition to the Working Capital Fund which can be subject to reduction for closing apportionments, and in accordance with Title 26 § 703 of the Administrative Code of The City of New York, within thirty (30) days after the first closing, Sponsor shall establish and transfer to the condominium board of managers, a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of the building. Such reserve fund shall be exclusive of any other funds required to be reserved under the plan or applicable law or regulation of the state attorney general. Such reserve fund also shall be exclusive of any working capital fund and shall not be subject to reduction for closing apportionments.

    Such fund shall be established in an amount equal to either: (i) three percent (3%) of the total offering price for the units; or (ii) three per cent of the actual sales price of all condominium units sold by the Sponsor at the time the plan is declared effective, provided, however, that if such amount is less than one percent (1%) of the total price, then the fund shall be established as a minimum of one percent (1%) of the total price; plus supplemental contributions to be made by the Sponsor at a rate of three per cent of the actual sales price of condominium units for each unit held by the Sponsor and sold to bona fide purchasers subsequent to the effective date of the plan and within five (5) years of the closing of the conversion pursuant to this Plan notwithstanding that the total amount contributed may

exceed three percent (3%) of the total price; and provided, further, that if five (5) years from thirty (30) days after the closing of the first unit pursuant to this Plan the total contributions by the Sponsor to the fund are less than three percent (3%) of the total price, the Sponsor shall pay the difference between the amount contributed and three percent (3%) of the total price. Supplemental contributions shall be made within thirty (30) days of each sale.

The above contributions required may be made earlier or in an amount greater than so provided. Sponsor may claim and receive credit against the mandatory initial contribution to the reserve fund for the actual cost of capital replacements which he or she has begun after the plan is submitted for filing to the state department of law and before the plan is declared effective; provided, however, that any such replacements must be set forth in the Plan together with their actual or estimated costs, and, further provided, that such credit shall not exceed the lesser of the actual cost of the capital replacements or one per cent of the total price. Sponsor has plans to do work to the common area and receive a credit for the cost of said work; the Reserve Fund will therefore consequently be diminished by that amount, and the improvements and their costs will be set forth 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.

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. See section entitled "Reserve Fund."

21. While the Sponsor is in control of the Board of Directors, the Working Capital Fund may be used to reduce Closing Adjustments and the Reserve Fund may be used to reduce maintenance charges as projected in the Plan. See sections entitled "Working Capital Fund" and "Reserve Fund."

22. Unit 1 is being designated as the Superintendent's Unit. The unit will be retained by the Sponsor and leased to the Condominium Board for the exclusive use of the resident superintendent at a monthly rate of $1,500.00, which price will increase by 3% per year. After five (5) years from the start of Condominium Operation, the Sponsor will have the option to convey the unit to the Board at purchase price of $225,000.00 through a five year balloon mortgage with payments of interest only to the Sponsor for the sale price of the Unit. At maturity of the mortgage, Sponsor may at its option choose not extend or refinance the loan and the Condominium Board will then be responsible to pay off the entire unpaid principal amount together with accrued interest. The only potential source of funds for such purpose would be: (a) a loan from an Institutional Lender secured by a mortgage on the

Superintendent's Unit and/or an assignment and security interest in Common Charges; or (b) a Special Assessment levied on all Unit Owners, or a combination thereof. In the case of a loan, Sponsor does not represent, assure or guarantee that the interest rate and other loan terms will be as favorable as those provided by Sponsor. To the extent the interest rate or payment terms on refinancing are less favorable, the resulting higher loan payments may likely cause a corresponding increase in Common Charges. It is not possible to predict at this time, the terms of refinancing at maturity in five (5) years or, if less favorable, the amount of increase (if any) in Common Charges. Sponsor is delaying the sale of the Superintendent's Unit for up to approximately five (5) years from the First Closing to allow more time for Units to be sold and conveyed to bona fide Purchasers. See Schedule B, Notes to Schedule B and Section entitled "Superintendent's Apartment" in Part I of this Plan for more details.

23. No representation is made with respect to as to who the tenants or occupants of the commercial unit may be at any time or as to the uses to which any portion of the commercial unit may be put at any time (except that the commercial unit may be used for a lawful purpose only) and no assurance is given that such tenants, occupants or uses will not be objectionable to residential unit owners or other parties. See section "Commercial Unit" for more details.

24. The Sponsor is reserving the right to transfer air or developmental rights if any exists today, or if created in the future, for use in other buildings. The building undergoing conversion cannot be expanded or may be limited.

25. Secured Loan Condition Rider. The Sponsor will approve a mortgage contingency to the Purchase Agreement if the proposed mortgage is applied for through Patrick McCarthy, Mortgage Loan Officer, Bank of America Home Loans, NMLS#589997, Office: (646) 556-4123, Cell: (917) 596-4523, Fax: (866) 517-5207, Email: Pmccarthy3@bankofamerica.com. In the event that the Purchaser wishes to apply for a mortgage through a different lending institution, the Sponsor reserves the right to reject such lending institution unless the name of such lending institution is provided at the time of the contract and Sponsor consents at such time. In the event the Sponsor consents to permit a mortgage contingency, the purchaser may condition his Purchase Agreement upon obtaining a loan from an institutional lender doing business in New York of not more than 75% of the sales price and the Purchase Agreement will be modified by appending to same the Secured Loan Condition Rider set forth as Exhibit A to the Purchase Agreement in Part II of this Plan (the terms of which are also set forth in the "Procedure to Purchase" Section of this Part I, paragraph (c), subparagraphs A. – E.). Purchasers should note that the financing commitment may expire or that the terms of the commitment may change prior to actual closing. See said Section for more details.

26. Units Sold "As Is." The Units and the Building are being sold in the condition in which they exist at the time of signing the Purchase Agreement, subject to ordinary use, wear and tear and natural deterioration and subject, further, to Sponsor's obligation to maintain the building until the First Closing to the extent indicated in the Section entitled "Sponsor's Statement of Building Condition." Sponsor will only be obligated to make repairs, modifications, or changes in or to any Unit expressly agreed to in writing or, if required by statute or regulations. In accordance with the statute, each Purchaser will be given reasonable

opportunity to examine the Unit prior to closing, subject to the rights of any tenant or occupant of such Unit, and is urged to make a careful inspection.

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

28. The Condominium Board shall have the powers and duties necessary for administration of the affairs of the Condominium (subject to the limitations set forth in the By-Laws), including, to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements. With respect to the borrowing of any sum less than $500,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years) the affirmative consent of a majority of all Unit Owners shall be not required.

29. The Sponsor is not providing laundry appliances, or hookups for laundry appliances, to the Units. Sponsor will supply coin or card operated washers and dryers in the laundry room located in the cellar. The area will be considered part of the Condominium's common area and Sponsor will lease out the area to an outside company who will manage the laundry machines. The income form the rent will cover any expenses of the laundry room. See Part II, "Description of Property" for further details.

30. The flat roof does not have a warranty, and the remaining useful life is not known. See Part II, "Description of Property" for further details.

31. The Sponsor is not providing window air conditioning units to the Units. It will be the responsibility of the Unit owners to obtain same at his or her own cost. See Part II, "Description of Property" for further details.

32. There are no mechanical ventilation systems. All areas requiring ventilation shall be direct vented. See Part II, "Description of Property" for further details.

33. Purchasers are advised that the below-grade cellar space, which shall include equipment spaces, may not be used for any residential uses including bedroom, dining room or any other use considered to be a habitable space as defined by the New York City Building Code. Any use of the cellar as a living or sleeping space may result in a violation being issued against the Building and/or the imposition of fines against the Building.

34. Pursuant to the New York City Building Code §28-104.8.4 (the "Tenant Protection Law"), Construction documents for alterations of buildings in which any dwelling unit will be occupied during construction shall include a tenant protection plan. Such plan shall contain a statement that the building contains dwelling units that will be occupied during construction and shall indicate in sufficient detail the specific units that are or may be occupied during construction, the means and methods to be employed to safeguard the safety and health of the occupants, including, where applicable, details such as temporary fire-rated assemblies, opening protectives, or dust containment procedures. The elements of the tenant protection

plan may vary depending on the nature and scope of the work but at a minimum shall make detailed and specific provisions for: 1. Egress; 2. Fire safety; 3. Health requirements, including a statement of compliance with all asbestos and lead related provisions; 4. Compliance with housing standards; 5. Structural safety; and 6. Noise restrictions. Please see the Tenant Protection Plan attached to the Architect's Report in Part II of this Plan for more details.

B. INTRODUCTION

The purpose of the offering plan is to set forth all the material terms of the offer to sell these apartments as condominium units. The plan may be amended from time to time to reflect changes which materially affect the offering. All amendments will be filed with the New York State Department of Law and will thereafter be served upon one tenant per Unit, purchasers who have executed and delivered Purchase Agreements to the Sponsor or Selling Agent and are not in default, Unit Owners and any other person entitled to service pursuant to local law or regulation.

The Offer

The Sponsor presents this Offering Plan (the "Plan") for the conversion of condominium ownership of the Property pursuant to and in compliance with Article 9-B of the Real Property Law of the State of New York, as amended (the "Condominium Act"). The condominium shall be known as The 2107 Bedford Avenue Condominium (the "Condominium").

The offering plan encompasses the land, the structure and all appurtenances thereto at the following address: 2107 Bedford Avenue, Brooklyn, New York (the "Building"). The Sponsor is 2107 Bedford LLC a New York limited liability company with an address at 85 Delancey Street, New York, New York, 10002 (the "Sponsor"). The Sponsor acquired the property on July 12, 2005. There is one (1) existing building on the site containing rental apartments and which is being converted to condominiums. The building and land are hereinafter collectively referred to as the "Property."

There are a total of thirty six (36) residential units and one (1) commercial unit, in the Condominium being offered for sale under this Offering Plan. Unit 1 is being designated as the Superintendent's Unit and will be retained by the Sponsor and leased to the Board for the first five (5) years of condominium operation, after which time the Sponsor shall have the option to convey the unit to the Board, in accordance with the terms of the Plan. The common areas of the building including the lobby, the hallways, and the cellar accessory rooms, are not being offered for sale. Additionally, the cellar storage rooms and the roof deck are part of the building's limited common elements will be conveyed via licenses by the Sponsor and/or the Condominium Board to purchasers of licenses. The purchase prices and estimated Common Charges for each of the Units are listed in "Schedule A -- Offering Prices and Related Information." THE PRICES CONTAINED IN THE PLAN HAVE BEEN SET BY SPONSOR WITHOUT ARM'S LENGTH NEGOTIATION AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY GOVERNMENTAL AGENCY.

Basic Aspects of Condominium Ownership

The ownership of a condominium unit is similar in many respects to the ownership of a private home. Each purchaser owns his Unit outright, in fee simple absolute, and is entitled to exclusive possession of his Unit together with an interest in and right to use the Common Elements and the Limited Common Elements. The Common Elements essentially consist of all parts of the Property other than the Units themselves, are owned by all of the Unit Owners as tenants in common, each having an undivided interest therein. In this Plan the sponsor reserved

the right to enclose to annex part of the hallway as part of one or more of the first floor units. The result of said change would be a smaller hallway, with larger units and said change may affect the percent common interest of the non-enlarged units, by reducing the units Percent Common Interest, and increasing the Percent Common Interest of the enlarged units. Said change will be documented in an amendment to the Plan and the Declaration if already recorded. Additionally, Sponsor will grant a right of rescission, for fifteen (15) days, to any purchaser not in default on their purchase agreement. In addition of any area of the building affects only two (2) units, the two unit owners may agree between each other how to allocate said area between their units without the permission of the Board of Managers.

The Common Elements consist of all portions of the Condominium Property that are not designated as Units or parts thereof. The Common Elements include, generally, but without limitation, the Condominium Property including the portions on which the Building are erected.

Limited Common Elements

Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more, but fewer than all Unit Owners. An easement is granted in all Limited Common Elements in favor of those Units which they are designed to serve, or to which they are otherwise expressly allocated. In this condominium the Limited Common Elements include the Storage Areas and Roof Deck that will be conveyed by the Condominium Board to Purchasers of Licenses. All other areas are either (i) designated for specific unit use as Unit Area; or (ii) reserved for the use of all unit owners as Common Area; or (iii) retained by Sponsor.

Common and limited common elements are not subject to partition nor are they severable from the Units except in accordance with The Condominium Act (Article 9-B of the Real Property Law).

Common Charges

Each Unit Owner must pay Common Charges in accordance with the New York Condominium Act, Real Property Law Sections 339-i and 339-m. These charges are payable on a monthly basis. Common Charges have been estimated by the Sponsor and include fire insurance for the Units and the Common Elements, liability insurance for the Common Elements, and maintenance and operation of the Common Elements. Each Unit Owner is obligated to comply with the Declaration, the By-Laws, Rules and Regulations of the Condominium and any other requirements of the Board of Managers. For more information on Common Charges and how they are assessed, see Article VI of the By-Laws attached hereto as Document No. 8.

Ownership/Leasing of Units

Other than as set forth herein, there is no restriction upon ownership of a Unit.

Any Unit Owner may sell or lease his or her Unit to anyone (said purchaser or tenant

hereinafter being referred to as an "Outside Offeror"), without restriction or limitation, subject only to Civil Rights laws and the right of first refusal in favor of the Board of Managers of the Condominium (the "Condominium Board") or a third party produced by the Condominium Board to acquire or lease such Unit upon the same terms that were offered to the Outside Offeror.

The board of managers will notify the Unit Owner offering his/her Unit for sale (Offeree Unit Owner) of its intention to exercise the right within fifteen (15) business days from the date the Unit Owner gives notice of intended sale or lease. The Board of Managers must exercise any right of first refusal within fifteen (15) business days from the date said notice was received by the Offeree Unit Owner;

The Condominium Board shall not exercise any option to purchase any Unit without the unanimous prior approval of the Unit Owners other than the Offeree Unit Owner ("Remaining Unit Owners"). Accordingly, if one (1) unit owner offers his unit for sale, the Condominium Board may not exercise the option to purchase the unit unless the Remaining Unit Owners unanimously agree to purchase the Unit.

The Remaining Unit Owners may reach an agreement between themselves under which the right of first refusal shall be exercised by one (1) of the Remaining Unit Owners (the "Purchasing Unit Owner"), who will then be responsible for closing on such Unit and will be required to fulfill all the terms and conditions set forth in Section 7.7 of the By Laws, "Acceptance of Offer." In such event, such title may be closed in the name of the Purchasing Unit Owner and the parties may agree between themselves as to the terms and conditions of the voting power, operation and maintenance of the property, repairs, and improvements, so as to take into account the voting power of each of the Unit Owners.

If the Board elects to purchase such Unit or produce a third party to acquire such Unit, the purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may levy a special assessment against each Unit Owner (other than the Offeree Unit Owner) in accordance with the terms of paragraph (C) of Section 6.1 of the By Laws or the Condominium Board may, in its discretion, finance the acquisition of such Unit, provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Condominium other than the Unit to be purchased together with its Appurtenant Interests. In addition, if the Outside Offeror was to assume or to take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Purchase Agreement, the Condominium Board may purchase the Unit and assume or take title thereto subject to such mortgage or mortgages, as the case may be. At the closing of title, the Offeree Unit Owner shall convey the Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, on behalf of all Unit Owners, by deed in the form required by Section 399-o of the Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale notwithstanding any terms of the Purchase Agreement to the contrary. Real estate taxes (including water charges and sewer rent, if separately assessed), mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit

Owner and the Condominium Board or its designee as of the closing date, notwithstanding any terms of the Purchase Agreement to the contrary. Thereafter, such Unit shall be held, so long as the same is owned by the Condominium Board or its designee, on behalf of all Unit Owners, as tenants-in-common, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit and the entire Property, as provided in the By Laws.

In the event that such Unit is to be leased by the Condominium Board or its designee on behalf of all Unit Owners, the Offeree Unit Owner shall execute and deliver to the Condominium Board or such designee a lease covering such Unit by and between the Offeree Unit Owner, as landlord, and the Condominium Board or such designee, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain all of the terms and conditions of the Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein. Notwithstanding anything to the contrary set forth hereinabove or in the Lease Agreement, however, such lease shall expressly provide that the Condominium Board or such designee may enter into a sublease of the premises demised thereunder without consent of the landlord. In the event that such Unit is to be leased by the Condominium Board or its designee on behalf of all Unit owners, or if one of the Remaining Unit Owner exercises the right to lease the apartment, such Unit Owner shall be responsible for any damages caused to the Unit by the occupant.

In the event the Unit is purchased by the Board of Managers or by a third party produced by the Board of Managers, the Board shall then be able to offer the Unit for resale or sublease. If offered for resale, the proceeds of said sale shall be used (i) to replenish the capital and/or expense accounts of the Condominium; (ii) pay back the Remaining Unit Owners who were levied a special assessment for the purchase of the Unit; or (iii) to pay down any existing mortgages encumbering the Unit including the Board's own lien for unpaid Common Charges. If the proceeds exceed the amounts used to purchase the Unit, the excess shall be deposited into the capital and/or expense accounts of the Condominium. Common charges and real estate taxes will be paid for by income from sale or lease of the Unit.

In the resale of the Unit, the Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

The provisions of the By Laws requiring a Unit Owner to obtain the written consent of the Board of Managers, waving its right of first refusal on a sale or lease of a Unit, do not apply to the Sponsor or its designee. Note that the following is merely a summary of conditions for the resale or lease of a Unit, and you are referred to Article 7 of the By-Laws attached hereto for detailed restrictions on sale, resale or leasing of Units. Any deed to a subsequent purchaser must provide that the acceptance thereof by the grantee constitutes an assumption of the provisions of the Declaration, the By-Laws, and the rules and regulations of the Condominium as they may be amended from time to time.

No Unit Owner may convey or mortgage title to his Unit without including therein the appurtenant interest.

No Unit Owner is permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he has paid in full to the Board of Managers all unpaid Common Charges previously assessed by the Board of Managers against his Unit, and until he shall have satisfied all unpaid liens against the Unit, except permitted mortgages.

No Unit Owner may mortgage his Unit except by a first Mortgage made to a bank, trust company, insurance company, savings and loan association, pension fund, or other institutional lender, or by a purchase money mortgage taken by a Unit Owner in the sale of a Unit. Any such mortgage must be substantially in the form on file with the Board of Managers, except for such changes or additions which may be necessary in order to permit or induce the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers.

Powers/Duties of Board of Managers

The Board of Managers has the power and responsibility for the operation of the Condominium. These responsibilities include, among other things, the operation care, upkeep and maintenance of the Common Areas, collection of Common Charges from the Unit Owners, employment of personnel, adoption and amendment of rules and regulations, maintenance of bank accounts, obtaining insurance, making repairs, additions, improvements or alterations to the Common Elements, repair, reconstruction and restoration of damage by fire or other casualty, and such other functions as may be required in connection with the operation and maintenance of the Property. The Board of Managers will elect a President, a Secretary and a Treasurer and such Vice Presidents as it may deem necessary for the administration of its affairs. Neither members of the Board nor any officers will receive any compensation for acting in such capacity. The Board may engage a manager or managing agent to perform any of its delegable duties as provided in the By-Laws of the Condominium, and may pay such manager or managing agent such compensation as the Board deems desirable. See Section "Rights and Obligations of Board of Managers."

Voting

Each residential and commercial Unit is entitled to vote as follows: all residential and commercial Unit Owners will be entitled to one (1) vote for each unit owned in all matters which require a vote of the Unit Owners, including Board elections. Except in those instances where the New York Condominium Act, the Declaration or the By-Laws provide otherwise, all matters to be decided by the vote of Unit Owners will be decided by a majority vote thereof.

Real Estate Taxes

Each Unit will be separately taxed for real estate tax purposes and, therefore, no Unit Owner is liable for the payment of real estate taxes on any Unit other than his own. No Unit is subject to the lien of a mortgage on any other Unit.

In the opinion of Sponsor's Counsel (set forth in "Opinion of Counsel" of the Plan), each Unit Owner who itemizes his deductions may, under present income tax laws, deduct from his or

her income, for the purposes of federal, New York State and New York City income taxes, any mortgage interest and real estate taxes paid on his or her Unit, substantially like a homeowner.

Furthermore a Unit Owner who uses the unit for business purposes or in connection with the production of income is presently entitled to deduct from income, for purposes of Federal, New York State and New York City income taxes, any mortgage interest, real estate taxes, common charges and cost recovery (similar to depreciation) on his or her Unit.

The undivided percentage interest in the Common Elements of each Unit (the "Common Interest" of such Unit) shall be based upon floor space of the unit, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit. The aggregate Common Interest of all Units equals 100%. Each Unit's Common Interest and an estimate of the Common Charges that will be payable by the owner of each Unit during the first year of condominium operation of the Property are listed in Schedule A. See Schedule A for price information, common charges, percentage of common interest, and an estimate of real estate taxes appurtenant to the Units.

Insurance

Fire and liability insurance covering the entire Condominium are included with other items as part of the Common Charges, but fire and liability insurance for the purchaser's personal effects in the interior of each Unit, including, but not limited to decorations, painting, furniture tor improvements made by the Unit Owner, should be carried out by the individual purchaser. Each Unit Owner desiring such coverage on his personal effects must purchase his own policy at his own cost and expense. All policies purchased by Unit Owners must contain waivers of subrogation and must contain provisions to the effect that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of the policy or policies carried by Unit Owners.

Painting/Decoration of Common Elements and Units

All painting and decorating of exterior portions of the Building and Common Elements as well as all repairs and replacements to the Common Elements shall be made by the Board of Managers through its officers, its manager or managing agent. No further approval of the Unit Owners shall be required for the foregoing, regardless of the cost, and such costs will be charged to the Unit Owners as Common Charges, except to the extent that the same may be charged to a particular Unit Owner if such costs are necessitated by his negligence or misuse.

Each Unit Owner may decorate the interior of his or her Unit in any manner that he or she desires, subject to compliance with the Condominium's By-Laws and the Rules and Regulations promulgated pursuant thereto, and will be solely responsible for the cost and expense of maintaining, repairing, painting and maintaining casualty and liability insurance on his or her Unit.

Limitations on Purchase of Units

There are no restrictions on who may purchase a Unit in the Condominium. However, the Sponsor hereby reserves the right at any time for any reason whatsoever to refuse to approve and execute (i) a Purchase Agreement for any Unit, and (ii) a Purchase Agreement or Agreements, as the case may be, for more than one (1) Unit to any one person or entity; provided, however, that neither the Sponsor nor the Selling Agent will discriminate in the sale or lease of Units on the basis of race, creed, sex, color, disability, marital status or national origin or other basis prohibit by law.

Applicable Rent Laws

There are thirty six (36) residential units and one (1) commercial unit located at the premises. Of the Residential Units, four (4) are vacant, twenty eight (28) are currently rent stabilized, and six (6) are non-stabilized. Of the rent stabilized units, five (5) are receiving Section 8 benefits and one has a Senior Citizen Rent Increase Exemption (SCRIE).

The Plan is being presented in compliance with the procedures contained in General Business Law Section 352-eeee for converting the Premises to condominium ownership on a non-eviction basis. As a result, no eviction proceedings will be commenced at any time against non-purchasing residential tenants for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner, or a similar breach by the non-purchasing residential tenant of his obligations to the owner of the dwelling unit (see "Rights of Existing Tenants").

A copy of the Plan will be served upon all bona fide tenants in occupancy within three (3) business days after acceptance for filing by the Department of Law.

THIS PLAN MAY NOT BE AMENDED AT ANY TIME TO AN EVICTION PLAN.

Contents of Part II

The agreement to purchase a Unit is called a "Purchase Agreement", the general form of which is set forth in Part II as Document No. 2. The terms of sale of Units, as well as the procedure to purchase the same, are summarized in Section "Procedure to Purchase."

The form of Unit Owner's Power of Attorney that each Unit Owner will be required to give to the Condominium Board and to Sponsor pursuant to the terms of the Declaration, set forth as Document No. 7 in Part II of the Plan. The Power of Attorney (1) gives the Board of Managers the power to acquire a unit when offered for sale by a unit owner or pursuant to foreclosure and (2) permits the Board of Managers to file an instrument affecting the condominium with respect to compliance with laws, zoning, easements, etc. For more details see the form annexed as Document No. 4 in Part II of the Plan. The form of deed that Sponsor will issue to purchasers of Units is set forth as Document No. 5 in Part II.

A detailed description of the physical condition of the Property is set forth in Part II as

Document No. 1, entitled "Description of Property", which includes an architect's/engineer's report describing the property, and should be reviewed carefully by prospective purchasers. Floor plans of the Units are set forth as part of Document No. 1.

The salient provisions of the Declaration of the Condominium (the "Declaration"), which is the document that establishes condominium ownership of the Property, and the By-Laws of the Condominium (the "By-Laws"), which govern the operation of the Condominium and to which are annexed the Rules and Regulations of the Condominium (the "Rules and Regulations"), are partially summarized in Section "Rights and Obligations of Unit Owners and Board of Managers" and are reproduced in full in Part II as Documents Numbers 7 and 8, respectively. Each unit owner is obligated to comply with the Declaration, the By-laws, the Rules and Regulations and any other requirement of the Board of Managers.

The salient provisions of General Business Law Section 352-eeee which concern the conversion of the Property to condominium ownership are set forth as Document No. 9 in Part II.

Parts I and II constitute the entire offering and contain all the detailed terms of the offer. The exhibits submitted to the Department of Law in connection with the filing of the Plan contain additional supporting documentation. All of these are available for inspection and copying to prospective purchasers and their attorneys at the office of the attorneys for the Sponsor during regular business hours. There will be no charge for inspection. However, there will be a charge of forty cents ($0.40) per page for copying. The Plan and exhibits are also available for inspection and copying by appointment (at a current charge of $0.25 per page) at the Department of Law, 120 Broadway, 23rd Floor, New York, New York 10271. There is a $25.00 deposit required for each copy of the book, which will be refunded if it is returned to the Sponsor in good condition, normal wear and tear excepted.

In accordance with Title 26 of the Administrative Code of The City of New York, Sponsor shall, not later than the thirtieth (30th) day following the presentation date and until the Closing Date, cause to be maintained at the premises a listing of all violations of record against the Property as determined by the Department of Buildings and the Department of Housing, Preservation and Development and to add to such list all new violations noted against the Property within forty-eight (48) hours of their issuance.

THIS OFFERING PLAN SETS FORTH ALL OF THE MATERIAL TERMS OF THE OFFER AND THE DETAILED TERMS OF THE TRANSACTION. THE PLAN WILL BE KEPT CURRENT AND ACCURATE THROUGH AMENDMENTS FILED WITH THE DEPARTMENT OF LAW AND SERVED ON TENANTS AND PURCHASERS.

THE PLAN, ALL OF THE DOCUMENTS REFERRED TO IN THE PLAN, AS WELL AS PARTS A, B, C AND D OF THE EXHIBITS SUBMITTED TO THE DEPARTMENT OF LAW PURSUANT TO PART 23 OF ITS REGULATIONS, WILL BE AVAILABLE FOR INSPECTION AT THE OFFICE OF THE SPONSOR'S ATTORNEY, 68 JAY STREET, SUITE 420, BROOKLYN, NEW YORK 11201.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT

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

C. DEFINITIONS

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

1. Below Grade: means below first floor or ground floor level.

2. Board of Managers: The governing body of the Condominium, being the group selected, authorized and directed to manage and operate the Condominium individually as provided by the New York Condominium Act, the Declaration and the By-Laws. The Board of Managers will manage and operate the building as provided by the New York Condominium Act, the Declaration and the By-Laws.

3. Common Charges: Assessments by the Board of Managers of the Condominium upon the Unit Owners, in proportion to their respective interests in the Common Elements for the purpose of paying common Expenses. NOTE: These charges are payable by the Unit Owners of its building on a monthly basis.

4. Common Elements: All that part of the Condominium Property or facilities servicing or benefitting all the Units comprising the Condominium, as defined in Section 339-e of the Condominium Act. The Common Elements include generally, and without limitation: (i) all parts of the building (other than the Units in the building) including but not limited to the foundation, roof and supports of the building; and (ii) all areas or facilities for the common use of all the Units of the building and Unit Owners. Common Elements consist of all portions of the Condominium Property which are not designated as Units or parts thereof.

5. Common Expenses: Expenses for which Unit Owners shall be proportionately liable, and includes the actual and estimated expenses of operating the property, assessments relating to repair, maintenance, replacements, management and operation of the Condominium, and reasonable reserves for such purposes as found and determined by the Board of Managers, and sums designated as Common Expenses by or pursuant to the Condominium Documents.

6. Common Interest: The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration of Condominium for the building.

7. The Condominium: The 2107 Bedford Avenue Condominium, proposed to be created and organized as provided for in this Offering Plan, consisting of land, building, and appurtenances of the building located at 2107 Bedford Avenue, Brooklyn, New York.

8. Condominium Documents: This Offering Plan, and the Declaration, Floor Plans, By-Laws and rules and regulations of the Condominium and all Exhibits for the foregoing, each of which will be recorded or filed simultaneously with the recording of the Declaration, and as amended from time to time.

9. Condominium Property or Property: The land described in the Declaration (see

Document No. 7) which is subject to the Condominium Act by the Declaration, together with all improvements thereon and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof.

10. Declaration: The instrument by which the Building is submitted to the provisions of the New York Condominium Act and that instrument as from time to time amended, consistent with the provisions of the New York Condominium Act and the By-Laws of the Condominium.

11. Eligible Senior Citizens: Eligible senior citizens are non-purchasing tenants who are sixty-two years of age or older on the date the Attorney General has accepted the Plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the Attorney General has accepted the Plan for filing, on forms promulgated by the attorney general and present to such tenants by the Sponsor, to become non-purchasing tenants under the provisions of New York General Business Law § 352-eeee. Such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered under the Plan.

12. Eligible Disabled Persons: Eligible disabled persons are non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on the date the Attorney General has accepted the Plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the Attorney General has accepted the Plan for filing, on forms promulgated by the Attorney General and presented to such tenants by the Sponsor, to become Non-Purchasing Tenants under New York General Business Law § 352-eeee; provided, however, that if the disability first occurs after acceptance of the Plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the Plan for filing but prior to such election, the Sponsor accepts a written agreement to purchase the apartment from a Bona Fide Purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy under the Plan.

13. First Class Condition: shall mean same as new, excepting normal wear and tear.

14. Floor Plans: shall mean the floor plans of the Units filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto. The Floor Plans shall govern in the event of any inconsistency between the written part of the Declaration and By-Laws and the Floor Plans.

15. Limited Common Elements: Limited Common Elements (if any) generally are those Common Elements reserved for use and enjoyment by one or more Units. Examples are porches, decks, balconies and terraces. See Section "Introduction" for information regarding

the Limited Common Elements in this Condominium, if any. An easement is granted to the Unit Owner(s) of the Unit(s) which they are designed to serve, or to which they are otherwise expressly allocated.

16. Lot Line: shall mean the boundaries of the tax lot as determined by the City of New York Department of Finance, Real Property Assessment Bureau. Lot line windows, if any, are windows located on such boundaries, in the event the building is constructed on the lot lines.

17. New York Condominium Act: Article 9-B of the Real Property Law of the State of New York, as amended, which sets forth provisions governing the creation and operation of condominiums, and to which the Condominium is the subject of this Offering Plan, is submitted.

18. Non-Purchasing Tenant: A non-purchasing tenant is a person who has not purchased under the Plan and who is a tenant entitled to possession at the time the Plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the Plan shall not be deemed a Non-Purchasing Tenant. A Non-Purchasing Tenant shall also include Eligible Senior Citizens and Eligible Disabled Persons who have elected to become such.

19. Sponsor: As used in New York State regulations pertaining to newly constructed and vacant condominium, the word "sponsor" means "any person, partnership, joint venture, corporation, company, trust, association or other entity or agent thereof who makes or takes part in a public offering or sale in or from the State of New York of participation interests or investments in real estate including condominium interests in realty." The Sponsor of this offering plan is 2107 Bedford LLC.

20. Time of the Essence: shall mean that the purchaser must cure a default under his purchase agreement by the date indicated on the notice of closing or forfeit his down payment.

21. Unit: Any unit designated as such in the Declaration of the Condominium and further described in the floor plans to be filed simultaneously with the Declaration.

22. Unit Owner: The person or persons owning a unit in fee simple absolute.

A complete set of definitions is set forth in Exhibit C to the Declaration of the Condominium set forth in Part II of the plan.

D. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

This description of the property and improvements is intended to provide a general outline of the land, building and units, but shall not be interpreted as enlarging in any manner, directly or by reference, the obligations or liability of the Sponsor as set forth in this Plan. A more detailed description of the building and property, including the Engineer's Report and floor plans is set forth in the "Description of Property", Document No. 1 in Part II of the Plan.

The land is known by street address as 2107 Bedford Avenue, Brooklyn, New York. It is situated 125 feet from the northeastern corner formed by the intersection of Linden Boulevard and Bedford Avenue, in the Borough of Brooklyn, Kings County, City and State of New York and is situated in the neighborhood of Brooklyn known as Prospect Lefferts Gardens.

There is one (1) existing building on the site consists of four (4) stories, and a cellar and contains thirty six (36) residential units and one (1) commercial unit, and storage units to be conveyed to Purchasers via Licenses. The building does not have an elevator. See "Schedule A - Offering Prices and Related Information" and the Architect's Report and Floor Plans in Part II of the Plan for more information.

The cellar may have as part of the common area, a bicycle storage room and a fitness room.

The building was constructed prior to 1938 and as such does not require a certificate of occupancy. The building complies with Construction Class IIB a/k/a Old Code 3.

The Dimensions of the Units shown on the Floor Plans measure the approximate distance from the inner face of the masonry of the outer wall of the building to the center line of the wall separating the unit from corridors, stairs, mechanical spaces and other units.

No Unit Owner shall be deemed to own the structural walls, supporting columns, pipes, wires, conduits or other public lines running through the Unit which are utilized for or serve more than one (1) Unit. Any area or installation which is designated on the Floor Plans as part of a Unit, including doors and windows, shall be considered as part of said Unit and the owner of said Unit shall be responsible therefor.

The Sponsor reserves the right to amend or modify such plans, specifications and description of property (including changes in area, floor plans and allocation of space, changes in materials, and other construction details) and substitute in place of any materials and other construction details set forth herein or in Document No. 1 in Part II of this Plan, materials and other construction details of equal or better quality; provided that the Sponsor may not change the size, location of building or units, other improvements or common elements if such changes affect the percentage of common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected unit owners and contract vendees consent in writing to such change, and provided that the approval of any governmental authority having jurisdiction thereover, if necessary, is first obtained. In this Plan the sponsor reserved the right to enclose to annex part of the hallway as

part of one or more of the first floor units. The result of said change would be a smaller hallway, with larger units and said change may affect the percent common interest of the non-enlarged units, by reducing the units Percent Common Interest, and increasing the Percent Common Interest of the enlarged units. Said change will be documented in an amendment to the Plan and the Declaration if already recorded. Additionally, Sponsor will grant a right of rescission, for fifteen (15) days, to any purchaser not in default on their purchase agreement. In addition of any area of the building affects only two (2) units, the two unit owners may agree between each other how to allocate said area between their units without the permission of the Board of Managers. See Section "Changes in Prices and Units" for further details. All references in this Plan to "Plans and Specifications" shall mean the aforesaid plans and specifications for the Building prepared by the Sponsor's Architects and Engineers as the same may have, from time to time, been amended or changed, or may, from time to time, hereafter be amended or changed in accordance with the provisions of this paragraph.

Water is provided by the City of New York and the units will be billed together for water consumption as a common charge. Units will have either electric or gas ovens and ranges. Natural gas for cooking if applicable is provided by National Grid. Each unit will be separately metered and billed for gas for cooking use if applicable. There is a separate meter for gas utilized for heating that services the entire building. The cost for heating the building will be borne by the condominium and paid for as part of the common charges. Telephone service is provided by local providers and billed separately to the unit owners. Electricity is provided by the Consolidated Edison Co. Each unit is metered and billed separately, and there is a separate meter servicing the common areas that will be paid for by the condominium as part of the common charges. Storm water is carried into the New York sewer system as is the entire sanitary waste from the building.

The Units are already equipped with a range/oven installed. Sponsor will provide a range/oven to units not currently equipped with one. The Sponsor is not providing a refrigerator, laundry appliances, blinds or shades to the Units. It will be the responsibility of each unit owner to provide them, at his or her own cost. See Part II, "Description of Property" for further details.

Estimate of Commencement of Condominium Operations

The Sponsor projects that condominium operations shall commence by July 1, 2016, which is anticipated to be the date when there will be sufficient units closed upon to begin operations. In the event that the actual or anticipated date of commencement of condominium operation is delayed by twelve (12) months or more from the anticipated date of closing, the Sponsor will amend the plan to offer all purchasers for fifteen (15) days following the presentation of such amendment the right to rescind their offer to purchase and to have their down payments refunded. If such right to rescind is exercised, the downpayment will be refunded within ten (10) days of the Sponsor's receipt of the notice of rescission.

E. LOCATION AND AREA INFORMATION

The following is a general description of the location of the building and the area surrounding the property. Reference should be made to the Architect's Description of Property, reproduced in full as Document No. 1 in Part II of the Plan, for a more detailed description of the Property and its physical condition.

Location

The building is located 125 feet from the northeastern corner formed by the intersection of Linden Boulevard and Bedford Avenue, in the Borough of Brooklyn, Kings County, City and State of New York and is situated in the neighborhood of Brooklyn known as Prospect Lefferts Gardens. The site is zoned R7-1 as designated on Map 16d, which is a General Residence District zone and allows residential use as of right.

The major access roads are Eastern Parkway, Flatbush Avenue and Linden Boulevard. The Brooklyn and Manhattan Bridges, The Brooklyn-Queens and Gowanus Expressways are accessible via Flatbush Avenue, and the Belt Parkway and Jackie Robinson Parkways are closely accessible via Eastern Parkway and Flatbush Avenue.

The Condominium is located in a primarily residential neighborhood with convenient residential amenities. The immediate area consists of multi-occupancy housing with elementary schools within walking distance. Located nearby are public, private and parochial schools, religious institutions, various synagogues, day care centers and a senior citizen center. The nearest police station is the 67th Precinct, located at 2820 Snyder Avenue, approximately ¾ of a mile away. The Fire Department has station house Battalion 41, Engine 248, located at 2900 Snyder Avenue, approximately ¾ of a mile away. Kings County Hospital Center is located 451 Clarkson Avenue, approximately ¾ of a mile away.

Many retail facilities such as supermarkets, fruit and vegetable stores, meat and fish stores and bakeries exist on the surrounding streets. Complete shopping needs and services are available on Flatbush Avenue. The Condominium is within walking distance of banks, restaurants, hotels, parks and subway and bus transit.

The City of New York provides police, fire, sanitation, snow removal and road maintenance services.

F. SCHEDULE A
OFFERING PRICES AND RELATED INFORMATION

THE 2107 BEDFORD AVENUE CONDOMINIUM
2107 Bedford Avenue, Brooklyn, New York 11226

Year Projected: July 1, 2016 - June 30, 2017

Unit No.	Occupancy Status	Regulatory Status***	Location	Approx. Floor Area	No. of Bedrooms/ Bathrooms Current	No. of Bedrooms/ Bathrooms Proposed	Offering Price** for Non-Tenants	Offering Price** for Tenants	Percent Common Interest	Projected Monthly Common Charges	Projected Real Estate Taxes (Monthly)	Projected Real Estate Taxes (Annual)	Projected Monthly Carrying Charges
				(1)	(1)	(1)	(2)	(2)	(3)	(4)	(5)	(5)	(6)
Comm			Cellar	590	0/0	0/0	$350,000	N/A	1.14%	$213.38	$70.32	$843.88	$283.70
1*			Cellar	1483	0/1	2/1	$225,000	N/A	2.87%	$536.35	$176.76	$2,121.14	$713.11
A1	Occupied	E, S	1st Floor, Cellar	1634	1/1	2/1	$1,002,000	N/A	4.31%	$805.11	$265.34	$3,184.06	$1,070.45
A2	Occupied	S	1st Floor	1,008	2/1	3/1	$810,000	$490,000	3.34%	$623.39	$205.45	$2,465.39	$828.84
B1	Occupied	S	1st Floor	945	2/1	3/1	$780,000	$455,000	3.13%	$584.43	$192.61	$2,311.30	$777.04
B2	Occupied	S	1st Floor	722	1/1	2/1	$624,000	$320,000	2.39%	$446.52	$147.16	$1,765.88	$593.67
B3	Vacant	S	1st Floor	667	1/1	1/1	$600,000	$295,000	2.21%	$412.50	$135.95	$1,631.36	$548.45
C1	Occupied	S	1st Floor	772	2/1	3/1	$684,000	$365,000	2.56%	$477.44	$157.35	$1,888.18	$634.79
C2	Occupied	S, Z	1st Floor	666	2/1	2/1	$570,000	$310,000	2.21%	$411.88	$135.74	$1,628.92	$547.63
C3	Occupied	S	1st Floor	765	2/1	2/1	$654,000	$360,000	2.53%	$473.11	$155.92	$1,871.05	$629.03
A3	Occupied	S, 8	2nd Floor	1,050	3/1	3/1	$900,000	$510,000	3.66%	$683.54	$225.27	$2,703.28	$908.82
A4	Occupied	S	2nd Floor	750	2/1	2/1	$666,000	$355,000	2.62%	$488.24	$160.91	$1,930.91	$649.15
A5	Occupied	S	2nd Floor	800	1/1	3/1	$708,000	$360,000	2.79%	$520.79	$171.64	$2,059.64	$692.43
B4	Occupied	S	2nd Floor	790	2/1	2/1	$918,000	$375,000	2.76%	$514.28	$169.49	$2,033.89	$683.78
B5	Vacant	S	2nd Floor	742	2/1	2/1	$444,000	$350,000	2.59%	$483.04	$159.19	$1,910.32	$642.23
B6	Occupied	S, 8	2nd Floor	790	2/1	2/1	$702,000	$375,000	2.76%	$514.28	$169.49	$2,033.89	$683.78
C4	Occupied	S	2nd Floor	772	2/1	3/1	$690,000	$365,000	2.69%	$502.57	$165.63	$1,987.55	$668.20
C5	Occupied	S	2nd Floor	666	2/1	2/1	$576,000	$310,000	2.32%	$433.56	$142.89	$1,714.65	$576.45
C6	Occupied	S	2nd Floor	765	2/1	2/1	$672,000	$360,000	2.67%	$498.01	$164.13	$1,969.53	$662.14
A6	Occupied	N	3rd Floor	1,050	3/1	3/1	$912,000	$510,000	3.66%	$683.54	$225.27	$2,703.28	$908.82
A7	Occupied	S	3rd Floor	750	2/1	2/1	$666,000	$355,000	2.62%	$488.24	$160.91	$1,930.91	$649.15
A8	Occupied	N	3rd Floor	800	1/1	3/1	$708,000	$360,000	2.79%	$520.79	$171.64	$2,059.64	$692.43
B7	Occupied	N	3rd Floor	790	2/1	2/1	$696,000	$375,000	2.76%	$514.28	$169.49	$2,033.89	$683.78
B8	Occupied	S	3rd Floor	742	2/1	2/1	$666,000	$350,000	2.59%	$483.04	$159.19	$1,910.32	$642.23
B9	Vacant	S	3rd Floor	790	2/1	2/1	$702,000	$375,000	2.76%	$514.28	$169.49	$2,033.89	$683.78
C7	Occupied	S	3rd Floor	772	2/1	3/1	$690,000	$365,000	2.69%	$502.57	$165.63	$1,987.55	$668.20
C8	Occupied	S	3rd Floor	666	2/1	2/1	$576,000	$310,000	2.32%	$433.56	$142.89	$1,714.65	$576.45
C9	Occupied	S, 8	3rd Floor	765	2/1	2/1	$672,000	$360,000	2.67%	$498.01	$164.13	$1,969.53	$662.14
A9	Occupied	S	4th Floor	1,050	3/1	3/1	$906,000	$500,000	3.48%	$649.37	$214.01	$2,568.11	$863.38
A10	Occupied	S	4th Floor	750	2/1	2/1	$660,000	$345,000	2.48%	$463.83	$152.86	$1,834.37	$616.70
A11	Occupied	S, 8	4th Floor	800	1/1	3/1	$702,000	$360,000	2.65%	$494.75	$163.05	$1,956.66	$657.81
B10	Occupied	N	4th Floor	790	2/1	2/1	$690,000	$375,000	2.62%	$488.57	$161.02	$1,932.20	$649.59
B11	Occupied	N	4th Floor	742	2/1	2/1	$660,000	$345,000	2.46%	$458.88	$151.23	$1,814.80	$610.12
B12	Occupied	S	4th Floor	790	2/1	2/1	$696,000	$370,000	2.62%	$488.57	$161.02	$1,932.20	$649.59
C10	Occupied	N	4th Floor	772	2/1	3/1	$660,000	$360,000	2.56%	$477.44	$157.35	$1,888.18	$634.79
C11	Vacant	S	4th Floor	666	2/1	2/1	$564,000	$300,000	2.21%	$411.88	$135.74	$1,628.92	$547.63
C12	Occupied	S, 8	4th Floor	765	2/1	2/1	$660,000	$355,000	2.53%	$473.11	$155.92	$1,871.05	$629.03
				30,627			$25,061,000	$12,625,000	100.00%	$18,667.17	$6,152.08	$73,825.00	$24,819.25

36 Residential Units & 1 Commercial Unit Offered for Sale

Note: Estimated individual heating and electric costs are set forth in Schedule B-1.

* The Condominium will Purchase Unit 1, the Superintendent's unit. See sections entitled "Special Risks", "Budget", "Notes to Budget" and Superintendent's Unit, for more details.

** At closing, each Purchaser shall pay an additional $2,500.00 to defray Sponsor's costs of forming the condominium. See Section "Unit Closing Costs and Adjustments."
At closing, each Purchaser shall deposit a contribution to the Working Capital Fund equal to two months' estimated monthly common charges for the unit. See Section "Working Capital Fund."

*** E -- Employee Occupied
S -- Rent Stabalized
Z -- Senior Citizen Rent Increase Exemption
N -- Non-Stabalized
8 -- Section 8

NOTES TO SCHEDULE A

1. Any floor plan or sketch shown to a prospective purchaser is only an approximation of the dimensions and layout of a Unit, within reasonable tolerances. Accordingly, each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. The number of rooms in each Unit is computed in accordance with the standards established by the New York City Building Code. See the "Description of Property" set forth in Part II for a more detailed description of the Units and the rooms, including floor plans of the units. The approximate area calculates the square footage as the area from the inner face of the masonry of the outer wall of the building to the center line of the wall separating the unit from corridors, stairs, mechanical spaces and other units. Accordingly, they include the area of the interior walls of the unit, and the actual livable area of the units may be significantly less than the area set forth in Schedule A.

   The Units currently have the amount of bedrooms listed in the column "Current Bedrooms." As they become vacant, Sponsor will renovate the units to change the amount of bedrooms to the number listed in the "Proposed Bedrooms" column.

2. Prices are negotiable. The Sponsor reserves the right to change the offering prices set forth in Schedule A. These offering prices, however, may only be changed by a duly filed amendment to this Plan when the change in price is an across the board change affecting one or more lines of Units or is to be advertised or is a price increase for an individual purchaser. However, the prices for the Units are negotiable and the Sponsor may enter into an agreement with a purchaser to sell one or more Units at prices lower from those set forth in Schedule A. See Section Changes in Prices and Units. See Section "Unit Closing Cost and Adjustments" which discloses and explains the closing costs and adjustments that a purchaser has to pay.

   Tenants who sign a Purchase Agreement for their unit during the ninety (90) day period following the acceptance and presentation of the Plan will be allowed to purchase the unit they occupy for the price set out in the column "Offering Price for Tenants." Following the ninety (90) day period, or if Tenants wish to purchase a unit other than the unit they occupy, the purchase price will be as set out in the column "Offering Price for Non-Tenants." This column also represents the offering price for non-tenants wishing to purchase vacant units within the ninety day exclusive period.

   Sponsor reserves the right to negotiate with purchasers all aspects of the purchase price of the unit, including but not limited to: renovations or improvements to the apartments or the fixtures or equipment contained therein or credits or allowances therefor; changes to the layout, amount of down payment; the terms of financing contingency in the event the Sponsor agrees to permit the same; extension of period to secure financing; default clause; application of the interim lease rental payment towards the purchase price; payment of all or part of purchaser's closing or financing costs such as closing costs, attorneys' fees, origination fees, commitment fees and waiver or reduction of the attorney's fees set forth in the offering plan; and any and all other costs relating to the cost of acquiring title to the unit. Furthermore, the Sponsor reserves the right to amend the Plan from time to time to add

and/or delete negotiable terms.

In accordance with Section 339-i(1)(ii) of the New York State Condominium Act, the Common Interests of each of the Units have been allocated based upon the approximate proportion that the floor area of the unit at the date of the declaration bears to the then aggregate floor area of all the units, but such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all units in a part or parts of the common elements.

3. Common charges have been estimated by the Sponsor and include fire insurance for the building and liability insurance for the Common Elements, and maintenance and operation of the Common Elements including gas used for heating. Common Charges exclude insurance for, and repair or decoration to the inside of the units, electricity and gas (if applicable) used for cooking for each Unit and insurance for personal effects. Common charges have been estimated by the Sponsor based on the estimated operating budgets annexed as Schedule B to this Plan. See Schedule B-1 for individual electricity and gas (cooking if applicable) expenses for the units.

4. Based on the current real estate taxes for the building, the real estate taxes for the condominium for the first year of operations are projected to be $73,825. The projected assessed valuation for the first year of operations is projected to be $574,290.

Estimated real estate tax assessments are determined using various factors including sales price, square footage, location of the unit, availability of limited common elements and/or access to common elements. No assurances can be given that the taxing authorities will assess the building and allocate the assessments in the same manner and the actual assessments may not be in the same proportion as the common interests set forth in Schedule A.

After separate tax lots are apportioned, each unit will be taxed as a separate lot for real estate tax purposes and the unit owner will not be responsible for the payment of, nor will the unit be subject to, any lien arising from the non-payment of taxes on other units. See section "Real Estate Taxes" for further details.

The estimated date of completion and reassessment is July 1, 2016. The projections of taxes due for the first year of condominium operation are based on the new real estate tax rate of 12.855%. However, it is not possible to accurately determine what the increase in actual assessed valuation will be and it is equally impossible to predict any future increases in real estate tax rates which may affect the amount of tax due on the property.

Since no mortgage financing is offered by Sponsor, the only deductible item is real estate taxes. If a Purchaser obtains a mortgage loan, interest on such loan is deductible under current law. The projected amount deductible may vary in future years due to changes in the assessed value, the tax rate or in the method of assessing real property which result in a change in real property taxes, or due to changes in interest rates or in the allocation of constant debt service payments to interest and principal, or such other changes as may

reasonably be expected to affect deductions.

The Internal Revenue Code of 1986, as amended, limits the deductions of mortgage interest to mortgages incurred in acquiring, constructing or substantially improving the first and second residences of a taxpayer. The deduction is also limited to interest paid on acquisition indebtedness not to exceed $1,000,000.00 and home equity indebtedness not to exceed $100,000.00.

5. All projected total carrying charges are for the projected first year of operation beginning July 1, 2016. NOTE: Sponsor has not obtained, nor is it offering, permanent financing commitments to purchasers. Therefore, if a purchaser obtains financing, debt service on such financing will be a monthly expense additional to the total charge listed. Monthly Carrying costs do not include certain costs for which the owner is responsible such as repairs to the interior of the unit, separately metered gas if any, electricity, hot water, air conditioning and cable television service, if applicable. In addition, prospective purchasers will be required to pay at closing, among other things: (i) four (4) months' common charges to be used as working capital (the Sponsor will not be responsible for this contribution, however, on unsold units); (ii) New York City and State transfer taxes; and (iii) $2,500.00 to defray Sponsor's costs of creating the condominium. See section entitled "Closing Costs and Adjustments" below.

THE ABOVE IS NOT INTENDED TO BE A COMPLETE DISCUSSION OF ALL LIMITATIONS IMPOSED BY THE CODE, PARTICULARLY FOR INVESTORS. ALL PURCHASERS ARE ADVISED TO SEEK ADVICE FROM THEIR TAX CONSULTANTS CONCERNING TAX CONSEQUENCES OF PURCHASE OF A UNIT IN A CONDOMINIUM.

G. SCHEDULE B
BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

THE 2107 BEDFORD AVENUE CONDOMINIUM
2107 Bedford Avenue, Brooklyn, New York

Year Projected to Begin: July 1, 2016

INCOME:

Common Charges:	$224,006.00

EXPENSES:

Salaries & Wages (1):	$36,176.00
Superintendent's Apartment (1):	$18,000.00
Management (2):	$30,000.00
Heating (3):	$50,000.00
Electricity (4):	$9,830.00
Water & Sewer (5):	$23,500.00
Repairs, Services & Supplies (6):	$8,100.00
Service Contracts (7):	$12,000.00
Insurance (8):	$21,000.00
Legal Fees (9):	$1,500.00
Audit Fees (9):	$1,400.00
Contingency (10):	$5,000.00
Reserve Fund (11):	$7,500.00
	$224,006.00

NOTES TO SCHEDULE B

1. Salaries and Wages, Payroll Taxes and Benefits

   a. Superintendent: There will be one superintendent who will reside at the property and will be paid approximately $15 per hour and will work an average of 40 hours per week, for an estimated annual base salary of $31,200.00. The budgeted figure incorporates the following:

i.	Base annual salary:	$31,200.00
ii.	F.I.C.A. (7.65%)	$2,386.80
iii.	Federal & State Unemployment Insurance (4.1%):	$1,279.20
iv.	Disability & Workers' Compensation (4.2%):	$1,310.10
		$36,176.10

   The level of staffing set forth above complies with housing and labor and minimum wage laws presently applicable to the property and meets minimum wage standards. If, however, any of these laws are changed in the future to require additional building staff or higher wages, the amount allocated for the first year of operation will be greater than that shown above. It is not possible to predict whether any such laws will be changed, or to anticipate the amount of any increase in expense.

   b. Superintendent's Apartment: The Condominium Board will lease the Superintendent's Unit (Unit 1) from the Sponsor at monthly rate of $1,500.00, for the exclusive use of the resident superintendent. The rate per month will increase by 3% every year. While Sponsor owns Unit 1 and leases it to the Board of Managers, Sponsor (and not the Condominium) will be responsible for the payment of real estate taxes, utilities (electricity and gas), telephone and Common Charges for Unit 1. The rent estimates the included carrying costs as follows (all figures are rounded): real estate taxes of approximately $1,577.00; utilities of approximately $1,585.00; telephone of approximately $600.00, and Common Charges of approximately $2,600.00. In addition to the 3% increase per year, if there is an increase in the charges for the unit's carrying costs, the rent will be increased accordingly.

   After five (5) years from the date of the first closing, the Sponsor will have the option of continuing to own the Superintendent's Unit and collect rent at the increased amount per month, or Sponsor may sell the unit to the Condominium Board. Sponsor is delaying the sale of the Superintendent's Unit for at least five (5) years to allow more time for Units to be sold and conveyed to bona fide purchasers. If Sponsor chooses to sell the unit to the Board, the Purchase Price will be $225,000.00, all of which will be paid by the board executing and delivering to Sponsor a Purchase Money note in the amount of $225,000.00 in favor of Sponsor and a first mortgage (and related collateral loan documents) to secure payment of such note. The note will provide for monthly payment of interest only at the rate of 5% a year until maturity on the fifth (5th) anniversary of the consummation of closing of title to the

Superintendent's unit, when a balloon amount equal to the unpaid principal amount together with accrued interest will be due. This calculation results in interest payments of approximately $937.50 per month or $11,250 (rounded) annually.

In the event Sponsor elects at any time to sell the Superintendent's Unit to the Board, the Condominium will also need to include in the budget the following costs: real estate taxes; utilities (electricity and gas), telephone, and Common Charges.

2. Management

The building will be managed by the Sponsor 2107 Bedford LLC, at 85 Delancey Street, New York, New York, for the first year of condominium operation, for a fee of $2,500.00 a month, which does not include reasonable office expenses which shall also be the responsibility of the Condominium. After the first year, the fee charged may be higher and the Board may choose to manage the condominium themselves, or enter into a contract with an independent managing agent. In the event that an outside managing agent is retained, the common charges will need to be increased. The prevailing fees are approximately $50.00 per unit per month or more.

3. Heating

The units are not separately metered for heating. As such, heating will be distributed by National Grid, and billed to the condominium based upon one readings of one meter servicing the entire building. The building uses approximately 30,000 therms per year at a cost of $0.1.56 per therm for an annual cost of approximately $50,000. The amount budgeted is based upon the average usage for the past three (3) years and includes a 10% increase.

4. Electricity

This item includes the cost of electricity for lighting the common areas. The building uses approximately 28,800 KWH of electricity per year at an approximate cost of $0.31 per KWH for an annual cost of approximately $9,830. The budgeted figure is based upon actual electricity costs for the building (excluding the individual units) for the past two (2) years and includes a 10% increase.

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

5. Water and Sewer

The building will be metered for water and sewer usage by the City of New York Department of Environmental Protection in accordance with current law. The amount budgeted for this item is $23,500.00 which is based on estimated daily usage of 4,440 gallons of water for the building and converted to cubic feet by dividing by 7.48.

Estimated Consumption		
Estimated daily usage	=	593.58 cubic feet
Estimated annual usage	=	216,657 cubic feet
Convert to hundred cubic feet (HCF) 117,895 / 100	=	2,166.58 HCF

Estimated Water & Sewer Rates		
Water charge: 3.81 per 100 CF	=	$3.81/HCF
Sewer charge: 159% of water charge	=	$6.06/HCF

	Usage		Rate per HCF		Cost
Water charges:	2,166.58 HCF	x	$3.81/HCF	=	$8,254.67
Sewer charges:	2,166.58 HCF	x	$6.06/HCF	=	$13,129.47
Total:					$21,384.14
Estimated Charges (Including 10% Inflation):					**$23,500**

6. Repairs and Maintenance; Services and Supplies

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

The budgeted figure is based upon an estimation by the budget expert of repairs to the interior of the building, the roof, the exterior of the Building (including walls, foundations, windows, doors, and locks), the plumbing and electrical systems, and includes various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies), and painting of common areas. The following is a breakdown of the repairs and maintenance:

Exterminating	$700
Plumbing	$1,500
Electrical	$1,500
Carpentry	$1,500
Services & Supplies	$2,500
Cleaning	$400
TOTAL:	**$8,100**

7. Service Contracts

A contract for a virtual doorman will be entered into by the Sponsor for the Condominium. The Services will cost approximately $1,000.00 per month or $12,000.00 a year.

8. Insurance

The following insurance is available for the Property for the first year of condominium operations as set forth in a letter dated August 12, 2015 from Fairmont Insurance Brokers Ltd., a

licensed insurance broker with an address 1600 60th Street, Brooklyn, New York 11204:

Items Covered	Coverage Limits
Building All-risk 100% Replacement Cost No Co-insurer	$4,950,000
Maintenance Fees	$462,000
Rent Income	Up to one year's common charges
Deductible	$5,000.00
Building Ordinance A, B, C	$1,000,000
Deductible	$5,000.00
Flood	$1,000,000
Deductible	$25,000.00
Quake	$4,950,000
Deductible	10%
Crime and Fidelity	$100,000
Deductible	$5,000
Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Directors and Officers Liability	$1,000,000
Umbrella	$5,000,000 per occurrence; $5,000,000 aggregate
PROJECTED ANNUAL PREMIUM	**$21,000**

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

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

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

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

9. Legal Fees and Audit Fees

A portion ($1,400.00) of the budgeted item will be used for auditing fees in connection with the preparation of the first year's audited financial statements of the Condominium and its Federal, State and City income tax returns. The estimate for accounting fees is based on a letter dated November 5, 2014 from Mozes Guttman, CPA, 741 Wythe Avenue, Brooklyn, New York 11211. An allowance ($1,500.00) is provided for miscellaneous (but not major) legal services such as hiring an attorney to attend Unit Owners' and Board meetings, in the event the Board of Managers decides to engage an attorney for such services.

10. Contingency Fund

This item is to provide for possible increases in one or more items of operating expense above the amounts projected or for unanticipated expenses. This amount is separate and apart from the reserve fund that is to be used for capital expenditures. The budget may be modified from time to time prior to the commencement of, or during, condominium operation to add new items of expense or to increase one or more items of operating expense. The funds for such modifications may be provided by decreasing this budget item or by decreasing one or more items of expense, or both.

11. Reserve Fund

This item is to be used as a yearly reserve fund to be set aside and used for periodic capital replacements, or necessary repairs of common elements. At this time the Sponsor has no knowledge of any capital improvements that may be have to be made during the first five years of condominium operation.

H. SCHEDULE B-1 BUDGET FOR INDIVIDUAL ENERGY COSTS

Utility Estimates			
		Electric	Gas
Unit	Square Feet	Total Estimate	Total Estimate*
COMM	590	$531	$250.00
1	1483	$1335	$250.00
A1	1634	$1470	$250.00
A2	1008	$907	$250.00
B1	945	$851	$250.00
B2	722	$650	$250.00
B3	667	$600	$250.00
C1	772	$695	$250.00
C2	666	$599	$250.00
C3	765	$689	$250.00
A3	1050	$945	$250.00
A4	750	$675	$250.00
A5	800	$720	$250.00
B4	790	$711	$250.00
B5	742	$688	$250.00
B6	790	$711	$250.00
C4	772	$695	$250.00
C5	666	$599	$250.00
C6	765	$689	$250.00
A6	1050	$945	$250.00
A7	750	$675	$250.00
A8	800	$720	$250.00
B7	790	$711	$250.00
B8	742	$668	$250.00
B9	790	$711	$250.00
C7	772	$695	$250.00
C8	666	$599	$250.00
C9	765	$689	$250.00
A9	1050	$945	$250.00
A10	750	$675	$250.00
A11	800	$720	$250.00
B10	790	$711	$250.00
B11	742	$668	$250.00
B12	790	$711	$250.00
C10	772	$695	$250.00
C11	666	$599	$250.00
C12	765	$689	$250.00

* Gas used for Cooking (if applicable to unit). Amount is estimate—actual charges will depend on usage.

NOTES TO SCHEDULE B-1

1. Each Unit Owner will be responsible for the cost of natural gas for cooking (if applicable to the unit), and electricity service, supplied to his Unit. The building contains gas meters [for cooking] and electric meters for each of the units, one electric meter for the common areas, and one gas meter for heating for the entire building (common electric charges and heating charges are set forth in Schedule B). Charges for each Unit will be payable directly to the utility company.

2. The above information is based upon a survey and estimate provided by Demerara Engineering, PLLC, 160 Pearl Street, 2nd Floor, New York, New York 10005. The building uses gas for cooking, heating and hot water, and electricity for all other power needs. Usage and costs vary based on location and area of the units. For example, the yearly electricity costs for Unit A1 are estimated based on current Con Edison rates of $0.28 per KWH and projected usage of 4,311 KWH per year, for approximately $1,470.00 including a 10% increase. The figures for the other unit have been calculated accordingly. Yearly gas costs (for cooking) are estimates and actual charges will vary based on usage.

3. The estimated costs are subject to change based on changes in Con Edison Rates and National Grid delivery rates.

ALTHOUGH SPONSOR BELIEVES THAT THE FOREGOING IS ACCURATE, NO WARRANTY OR GUARANTY IS BEING MADE BY SPONSOR, MANAGING AGENT, OR ANY OTHER PERSON OR ENTITY AS TO WHAT THE SEPARATELY METERED GAS AND ELECTRICITY COSTS MAY BE.

King David international Realty
Licensed Real Estate Broker
616 Williamsburg Station
Brooklyn, N.Y. 11211
Tel. (718) 222-1500 Fax. (718) 624-1497

02/26/2015

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

RE: 2107 Bedford Avenue, Brooklyn, New York

Dear Sirs:

You have requested an opinion from us with regards to your allocation of common interest to units in your proposed condominium at 2107 Bedford Avenue, Brooklyn, New York, with Section 339-i (1) of the New York Real Property Law. You have informed us that common interest for each unit is allocated based upon the approximate proportion that the floor area of the unit bears to the aggregate floor area of all the units, and that such proportion reflects the substantially exclusive advantages enjoyed by one or more but not all units in a part or parts of the common elements. 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) (ii) of the New York Real Property Law.

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

Sincerely,

GIORGIO MAYER
Licensed Real Estate Broker

J. COMMERCIAL UNITS

Unit COMM, located in the cellar, which is being offered for sale (or may be retained by the Sponsor at its option), is designated as commercial unit. The Unit may be used as a commercial space. The unit as finished will conform to applicable zoning and legal requirements for the use of such space and may be used for any permitted use which conforms to the Certificate of Occupancy. The Sponsor reserves the right to change the use of the unit to any use permitted by the New York City Building Code.

The basis for projecting the share of expenses attributable to the commercial unit is estimated in accordance with the common interest of the unit. The common charges payable by the owner of the commercial unit will be sufficient to cover the expenses fairly attributable to such unit.

The Sponsor or the Owner of the commercial unit reserves the right to subdivide the unit without Board of Managers' approval.

The allocation of common charges attributable to the commercial unit reflects special or exclusive use or availability or exclusive control of particular common areas, if any.

The Declaration and By Laws authorize the Board of Managers to specially allocate or apportion profits and expenses or specific expense items based on special or exclusive use or availability or exclusive control of particular units or common areas. The method of resolving disputes between the commercial unit owner and the Board of Managers concerning any special allocations is to be by arbitration.

The commercial unit owner shall have the right to designate one member of the Board of Managers. The commercial unit owner shall have the right without the consent of the board to make alterations and repairs in the unit. The Condominium Board will not have the right to restrict or limit any uses of the commercial unit, other than to those which are permitted by law and the New York City Zoning Resolution. All or any part of the commercial unit may be sold, leased or subleased by the commercial unit owner without prior notice. Any such sale or lease shall be disclosed in a duly filed amendment to the Plan. Residential unit owners will not have any interest in the rents, profits or revenues from the rental use of any space in the commercial unit. No representation is made with respect to as to who the tenants or occupants of the commercial unit may be at any time or as to the uses to which any portion of the commercial unit may be put at any time (except that the commercial unit may be used for a lawful purpose only) and no assurance is given that such tenants, occupants or uses will not be objectionable to residential unit owners or other parties.

Such rights and obligations will not have a material adverse impact upon the condominium.

K. SUPERINTENDENT'S UNIT

The Condominium Board will lease the Superintendent's Unit (Unit 1) from the Sponsor at monthly rate of $1,500.00, for the exclusive use of the resident superintendent. The rate per month will increase by 3% every year. While Sponsor owns Unit 1 and leases it to the Board of Managers, Sponsor will be responsible for the payment of real estate taxes, utilities (electricity and gas), telephone and Common Charges for Unit 1. The rent estimates the included carrying costs as follows (all figures are rounded): real estate taxes of approximately $1,577.00; utilities of approximately $1,585.00; telephone of approximately $600.00, and Common Charges of approximately $2,600.00. In addition to the 3% increase per year, if there is an increase in the charges for the unit's carrying costs, the rent will be increased accordingly.

After five (5) years from the date of the first closing, the Sponsor will have the option of continuing to own the Superintendent's Unit and collect rent at the increased amount per month, or Sponsor may sell the unit to the Condominium Board. Sponsor is delaying the sale of the Superintendent's Unit for at least five (5) years to allow more time for Units to be sold and conveyed to bona fide purchasers. If Sponsor chooses to sell the unit to the Board, the Purchase Price will be $225,000.00, all of which will be paid by the board executing and delivering to Sponsor a Purchase Money note in the amount of $225,000.00 in favor of Sponsor and a first mortgage (and related collateral loan documents) to secure payment of such note. The note will provide for monthly payment of interest only at the rate of 5% a year until maturity on the fifth (5th) anniversary of the consummation of closing of title to the Superintendent's unit, when a balloon amount equal to the unpaid principal amount together with accrued interest will be due. This calculation results in interest payments of approximately $937.50 per month or $11,250 (rounded) annually.

At maturity, Sponsor may at its option choose not extend or refinance the loan and the Condominium Board will then be responsible to pay off the entire unpaid principal amount together with accrued interest. The only potential source of funds for such purpose would be: (a) a loan from an Institutional Lender secured by a mortgage on the Superintendent's Unit and/or an assignment and security interest in Common Charges; or (b) a Special Assessment levied on all Unit Owners, or a combination thereof. In the case of a loan, Sponsor does not represent, assure or guarantee that the interest rate and other loan terms will be as favorable as those provided by Sponsor. To the extent the interest rate or payment terms on refinancing are less favorable, the resulting higher loan payments may likely cause a corresponding increase in Common Charges. It is not possible to predict at this time, the terms of refinancing at maturity or, if less favorable, the amount of increase (if any) in Common Charges.

In the event Sponsor elects at any time to sell the Superintendent's Unit to the Board, the Condominium will also need to include in their annual budget the following costs: real estate taxes; utilities (electricity and gas), telephone, and Common Charges.

The sale of the Superintendent's Unit to the Board will not be counted toward declaring this Plan effective.

Sponsor reserves the right to first amend the Plan to disclose alternative financing of all

or (at Sponsor's exclusive option) a portion of the Purchase Price from an Institutional Lender chosen by Sponsor on the prevailing terms for mortgage loans on condominium units in Brooklyn then being offered by the Institutional Lender. If Sponsor exercises this right, the net proceeds of the mortgage loan shall be paid to Sponsor and applied toward the Purchase Price of the Superintendent's Unit.

In addition to the Purchase Price, the Condominium Board will pay all of the same title and Loan Closing costs (other than the Working Capital Payment) to purchase the Superintendent's Unit as any other Purchaser will pay to purchase a Residential Unit. The title and loan closing costs of the Superintendent's Unit will be paid from the Funds of the Condominium including if applicable the Working Capital Fund.

In addition, at Title Closing of the Superintendent's Unit, Sponsor and the Condominium Board will apportion the Common Charges (including any Special Assessment) and real estate taxes of the Superintendent's Unit the same as any other Purchaser of a Residential Unit and also will apportion the aforementioned rent charge payable to Sponsor as of the end of the day preceding Title Closing. If the net closing apportionments are in favor of Sponsor, the amount owed will be paid from the Working Capital Fund.

L. CHANGES IN PRICES AND UNITS

Changes in Purchase Price

The Sponsor reserves the right at any time and from time to time prior and subsequent to the date of transfer of title to the first Unit, to increase or decrease the amount of the purchase price of one or more Units from the amounts shown in the Section entitled "Schedule A--Offering Prices and Other Financial Details for Each Unit." Sponsor will not change the price, however, for Units being purchased by tenants during any exclusive period.

The offering prices set forth in Schedule A of the offering plan may be changed only by a duly filed amendment to the Plan when the change in price is: (i) an across-the-board increase or decrease affecting one (1) or more lines of units or unit models; or (ii) is to be advertised; or (iii) is a price increase for an individual purchaser. However, the prices for the Units are negotiable unless it would constitute a prohibited discriminatory inducement, and the Sponsor may enter into an agreement with a purchaser to sell one or more Units at prices lower from those set forth in Schedule A.

No change will be made in the size or number of units and/or their respective percentages of common interest, and no material change will be made in the size or quality of common elements, except by amendment to the plan, and, when applicable, to the Declaration.

Unless an affected purchaser consents, no material change will be made in unit size, layout, or percentage of common interest if a purchase agreement has been executed and delivered to the sponsor for that unit. Unless all purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of common elements.

In the event of a change in the purchase price of one or more Units, the purchaser of a Unit may pay or have paid more or less than other purchasers of comparable Units having the same Common Interest. However, such change shall not affect the Common Charges or Common Interest of any Unit (including Units whose purchase prices have changed), nor affect the purchase price stated in any Purchase Agreement then in effect.

Changes in Size, Layout and Number of Units

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective purchasers, or for any other reason, Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units and (b) the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit(s), or otherwise, including, without limitation, the use of any portion(s) of the Common Elements adjacent to such Unsold Units to the extent that such portion(s) are not required to be maintained as Common Elements pursuant to the terms of the By-Laws. Subject to the terms of this section, such right may be exercised by Sponsor from time to time, both before and after the First Closing, and without the consent or approval of the

Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, or any mortgagee, so long as such changes do not compromise the structural integrity of the building. However, Sponsor shall first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by law. In addition, there may be no change in the number of units at any time without an amendment to the offering plan.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid, or otherwise, nor may the Common Interest of any Unit be changed, unless reflected in a duly recorded amendment to the Declaration. As more particularly provided in the Declaration, Sponsor or its designee, as the Owner of an Unsold Units, will have the right itself to so amend the Declaration to effectuate such change, without the Condominium Board, the other Unit Owners, or any mortgagee consenting to, or executing, such amendment. However, no increase of a Unit's Common Interest will be made without obtaining the prior consent of all affected Unit Owners not then in default. In addition, no change will be made in the unit size, layout or Common Interest of any Unit for which a Purchase Agreement is in effect, without obtaining the prior written consent of the Purchaser thereof. Additionally, no material change will be made in the size or layout and no material adverse change will be made in the quality of the Common Elements unless all purchasers who have signed Purchase Agreements have consented thereto. Therefore, Sponsor must first obtain consent of all purchasers who have signed Purchase Agreements before amending the Declaration to reflect such change. Notwithstanding the foregoing Sponsor reserves the right without approval of the Board of Managers or any one unit owner to make changes to any unsold unit, and to the common areas of the building. Specifically the Sponsor retains the right to annex part of the hallway as part of one or more of the first floor units. The result of said change would be a smaller hallway, with larger units, and said change may affect the percent common interest of the non-enlarged units, by reducing the units Percent Common Interest, and increasing the Percent Common Interest of the enlarged units. Said change will be documented in an amendment to the Plan and the Declaration if already recorded. Additionally, Sponsor will grant a right of rescission, for fifteen (15) days, to any purchaser not in default on their purchase agreement. In addition of any area of the building affects only two (2) units, the two unit owners may agree between each other how to allocate said area between their units without the permission of the Board of Managers

Alternatively, Sponsor may make such change provided Sponsor grants Purchasers a right to rescind their Purchase Agreements and a reasonable period of time that is not less than fifteen (15) days after the date of presentation to exercise the right. Sponsor must return any deposit or downpayment promptly to purchasers who rescind.

2107 BEDFORD, LLC

STATEMENT OF INCOME AND SELECTED EXPENSES

FOR THE YEARS ENDING DECEMBER 31, 2013 AND 2012

2107 BEDFORD LLC

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Braun, Kahan
& Weiss
CPA PLLC

Certified Public Accountants | Member **NYSSCPA** | Member **AICPA**

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
2107 Bedford, LLC.

We have audited the accompanying Historical Summaries of Gross Income and Direct Operating Expenses of 2107 Bedford, LLC for the years ending December 31, 2013 and 2012. Management is responsible for the preparation and fair presentation of these historical summaries in accordance with accounting principles generally accepted in the United States of America. Our responsibility is to express an opinion on the historical summaries based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the historical summaries are free from material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the historical summaries referred to above presents fairly, in all material respects, the gross income and direct operating expenses of 2107 Bedford, LLC for each of the two years ending December 31, 2013, and 2012 in accordance with accounting principles generally accepted in the United States of America.

Braun Kahan & Weiss CPA

Braun, Kahan & Weiss CPA PLLC
October 22, 2014

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2107 BEDFORD LLC

STATEMENT OF REVENUES AND SELECTED EXPENSES

FOR THE YEARS ENDING DECEMBER 31, 2013 AND 2012

	2013	2012
Revenue:		
Rental Income	$ 449,285	$ 387,599
Other Income	11,995	8,508
Total Revenue	461,280	396,107
Expenses:		
Electricity	8,120	11,769
Gas and Heating Oil	27,782	23,082
Insurance	18,661	21,565
Management Fees	5,423	4,042
Real Estate Taxes	64,579	62,492
Repairs and Maintenance	23,779	22,513
Wages and Salaries	36,999	43,310
Water and Sewer	48,695	29,401
Total Expenses	$ 234,038	$ 218,174

See accompanying notes and auditor's report

2107 BEDFORD, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2013 AND 2012

NOTE A - BASIS OF ACCOUNTING

The Partnership prepares their Financial Statements on accrual basis in accordance to generally accepted accounting principles. Under the accrual basis of accounting, revenues are reported when earned. Expenses are recorded when the goods are received or services are rendered.

NOTE B - RELATED PARTIES

Management Fees - The property is managed by an affiliate of a member of the partnership through common ownership.

N. RIGHTS OF ELIGIBLE SENIOR CITIZENS AND ELIGIBLE DISABLED PERSONS

Under the terms of the Plan, Eligible Senior Citizens and Eligible Disabled Persons are eligible to elect the status of a Non-Purchasing Tenant upon acceptance for filing of the Plan by the Department of Law. Eligible Senior Citizen and Eligible Disabled Person election forms promulgated by the Department of Law, forms SH-1 and SH-2, respectively, are included in Part II of the Plan as Document Number 15.

An Eligible Senior Citizen is a Non-Purchasing Tenant and the spouse of such Non-Purchasing Tenant who:

(i) is sixty two (62) years of age or older on the date the Plan is accepted for filing by the Department of Law; and

(ii) has elected not to purchase his or her apartment within sixty (60) days from the Presentation Date by completing the senior citizen election form in the Plan, signing the form and having the signature notarized, and personally delivering it to the Sponsor, or mailing it by certified or registered mail, return receipt requested to the Sponsor, at Sponsor's principal place of business as disclosed in this Plan.

An Eligible Disabled Person is a Non-Purchasing Tenant and the spouse of such Non-Purchasing Tenant who:

(i) has an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which is demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which is expected to be permanent, and which prevents the disabled person from engaging in any substantial gainful employment on the date the Department of Law accepted the Plan for filing; and

(ii) has elected not to purchase his or her apartment within sixty (60) days from the presentation date by completing the disabled person election form in the Plan, signing the form and having the signature notarized, and personally delivering it to the Sponsor, or mailing it by certified or registered mail, return receipt requested to the Sponsor, at Sponsor's principal place of business as disclosed in this Plan.; and

(iii) if the disability first occurs after acceptance of the Plan for filing, then such election may be made within sixty (60) days following the onset of such disability unless during the period subsequent to sixty (60) days following the presentation of the Plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a *bona fide* Purchaser.

As a Non-Purchasing Tenant under the Plan, Eligible Senior Citizens and Eligible Disabled Persons are entitled to the following protections upon electing Non-Purchasing Tenant status:

(i) No eviction proceeding will be commenced at any time against either Eligible Senior Citizen or Eligible Disabled Persons unless they are in violation of their lease;

(ii) Eligible Senior Citizens and Eligible Disables Persons who reside in apartments subject to government regulations as to rentals and continued occupancy shall continue to be subject thereto;

(iii) The rents of Eligible Senior Citizens and Eligible Disables Persons who reside in the Building not subject to government regulations as to rentals and continued occupancy, and Eligible Senior Citizens and Eligible Disabled Persons who reside in the Building with respect to which government regulations as to rentals and continued occupancy is eliminated or becomes inapplicable after the Plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy.

Any owner of a unit occupied by an Eligible Senior Citizen or Eligible Disabled Person shall be bound by the provisions of the New York General Business Law and the terms of the Plan. The by-laws of the Condominium must require that such purchase is subject to all the rights of the Eligible Senior Citizen or Eligible Disabled Person occupying the apartment and that the purchaser, his successors and assigns shall continue to be bound as long as such occupancy continues.

Sponsor may dispute the election by a tenant to be an Eligible Senior Citizen or an Eligible Disabled Person by applying to the Department of Law for a determination of the tenant's eligibility within thirty (30) days of the receipt of the election form. The Department of Law shall issue a determination of eligibility within thirty (30) days thereafter.

In the absence of fraud, the determination by the Department of Law is the sole method for resolving a dispute as to whether a tenant is an Eligible Senior Citizen or Eligible Disabled Person. The determination by the Department of Law is reviewable only through a proceeding under article 78 of the Civil Practice Law and Rules.

An election not to purchase shall not preclude an electing senior citizen or disabled person from subsequently purchasing his or her apartment on the terms and conditions set forth in the Plan.

O. RIGHTS OF EXISTING TENANTS

Legal Rights of Non-Purchasing Tenants

For purposes of tenant rights under this Plan, all occupants of units are deemed to be occupied by tenants. A person who does not purchase under the Plan and is entitled to possession at the time the plan is declared effective is called a "Non-Purchasing Tenant." A subtenant of a purchaser under this Plan is not a Non-Purchasing Tenant. This is a Non-Eviction Plan which protects Non-Purchasing Tenants (as defined above) from eviction based solely on their not buying, even though the Premises are converted to condominium ownership. So long as a Non-Purchasing Tenant pays the full rent and otherwise complies with the obligations imposed on him under his lease or applicable law, he may continue in possession.

In accordance with the GBL:

1. No eviction proceedings will be commenced at any time against Non-Purchasing Tenants for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or similar breach by the Non-Purchasing Tenant of his obligations to the owner of the Unit may not commence an action to recover possession of an apartment from a Non-Purchasing Tenant on the grounds that he seeks the Unit for the use and occupancy of himself or his family.

2. Non-Purchasing Tenants who reside in units subject to government regulation as to rentals and continued occupancy prior to the conversion of the Property to condominium ownership shall continue to be subject thereto.

3. The rentals of Non-Purchasing Tenants who reside in apartments not subject to government regulation as to rentals and continued occupancy and Non-Purchasing Tenants who reside in apartments with respect to which government regulation as to rentals and continued occupancy has been eliminated or becomes inapplicable after this Plan has been accepted for filing by the Department of Law shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy. In determining comparability consideration shall be given to such factors as building services, level of maintenance and operating expenses.

4. The Plan shall not be amended at any time to provide that it shall be an "eviction" plan.

5. The rights granted under this Plan to Non-Purchasing Tenants may not be abrogated or reduced, notwithstanding any expiration of, or amendment to, any applicable law, such as Section 352-eeee of the GBL.

6. It is unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his apartment or the facilities related to the apartment or to harass the tenant in any other

manner. The Attorney General may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate an order restraining the non-occupant purchaser from selling the Unit or an order restraining the Sponsor from proceeding with the plan of conversion; provided that nothing contained in the GBL shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

7. In a recent New York County Housing Court decision, 322 West 57th Owner LLC v. Penhurst Productions, Inc., Civil Court of the City of New York, Index No. L&T 63319/06, issued on March 19, 2007, the court held that under the Martin Act, unregulated tenants are protected against eviction in a non-eviction condominium conversion plan from the time the offering plan is accepted for filing by the Attorney General's office. The Appellate Term of the Supreme Court reversed the decision and ruled that an unregulated tenant becomes protected when the plan is declared effective and not when the plan is filed. This case has been appealed and the plan will be updated to reflect any forthcoming decision.

8. Complaints of unconscionable rent increases proscribed by law may be referred to the New York State Department of Law, Real Estate Financing Bureau, 120 Broadway, 23rd Floor, New York, New York 10271.

9. Tenants or their representatives who are registered architects or professional engineers licensed to practice in the State of New York may physically inspect the Building during normal business hours, upon prior written request to the Selling Agent.

10. The Declaration of the Condominium provides that the Board of Managers will notify each non-purchasing tenant of changes in ownership of Unit. Such notice will be provided in writing within a reasonable period of time (not to exceed 30 days) after the change in ownership.

11. If prior to the expiration of any exclusive purchase period that had begun prior to closing, the terms and conditions of the Plan are amended to be more favorable to prospective tenant purchasers, then a Tenant in Occupancy on the Filing date who had already executed and submitted a Purchase Agreement for his Unit shall be allowed the option to purchase on and subject to all of the same new terms and conditions set forth in the amendment provided that he is not in default under his Purchase Agreement and further provided that any sales quota or other prerequisite for implementing the new terms and conditions (as stated in the amendment) are satisfied.

Rights of Residential Tenants in Occupancy to Purchase Their Units

Each Residential Tenant in Occupancy of a Unit, as defined in GBL part 23, has the exclusive right for the ninety (90) day period following the presentation of the Plan (but not thereafter) to purchase his unit for a Total Price, which is less than the Total Price being offered to non-tenants, during which time his Unit shall not be shown to a third party unless he has, in writing, waived his right to purchase. A purchaser who purchases an occupied apartment does so subject to the rights of the residential tenant-in-occupancy of said apartment to purchase said apartment during any Exclusive Period granted by the Sponsor.

Such exclusive right to purchase applies only to the Unit occupied by said Tenant in Occupancy and not to any vacant Unit on the Premises. Tenants in occupancy will not be permitted to purchase a vacant apartment or any other apartment not occupied by the tenant. The exclusive right to purchase may only be exercised by the Tenant in Occupancy and not by any subtenant. The Purchase Agreement may not be transferred or assigned by the purchasers without Sponsor's prior written consent. (See section "Assignment of Purchase Agreement").

After the expiration of the ninety (90) day period following presentation of the Plan, the Total Price to Tenants in Occupancy shall automatically increase to the Total Price then being offered to non-tenants, subject to further change in accordance with the procedures set forth in "Changes in Prices and Units." In addition, tenants shall no longer have the exclusive right to purchase their Units and, if not purchased by them, their Unit may be offered for sale to others. No tenant-in-occupancy has an exclusive right to use any portion of the common elements, such as hallways.

Exclusive Purchase Period

In accordance with the GBL and Part 23:

1. Each residential tenant-in-occupancy on the date the plan is accepted for filing shall have the exclusive right for a period of ninety (90) days after the presentation date (the "90-Day Period") to purchase their dwelling Unit for the Total Purchase Price set forth in Schedule A.

2. Part 23 further defines those tenants-in-occupancy who have the exclusive right to purchase during the 90-Day Period. These include:

    a. All bona fide tenants-in-occupancy, including corporations, on the dated accepted for filing ("Filing Date").

    b. Any bona fide tenant who, on the Filing Date, has the right to renew a lease.

    c. Any bona fide tenant who, on the Filing Date, has the right to continued occupancy.

3. For the purpose of determining who has the right to purchase during an exclusive period, a bona fide tenant of record with an unexpired lease on the Filing Date shall be presumed to be a "tenant-in-occupancy" even though the tenant has sublet his or her dwelling unit or the dwelling unit is not his or her primary residence.

4. A bona fide sublessee in occupancy, including corporations, on the Filing Date has the right to purchase during an exclusive period if he or she sublets from a non-bona fide tenant, or has obtained written permission from the bona fide tenant of record to purchase the Unit. Nothing herein shall be construed to deprive an owner of any legal remedy for illegal occupancy.

5. A residential occupant entitled to protection under Article 7C of the Multiple Dwelling Law

has the right to purchase during the exclusive period.

6. If the residential tenant-in-occupancy does not purchase his Unit within the 90-Day Period, then such Units may be offered to others at the Total Purchase Price as set forth in Schedule A of the Plan or at such other prices as the Sponsor may determine in a duly filed amendment to the Plan if required.

7. In the event a substantial amendment is filed prior to the Closing, the exclusive right to purchase time period shall be extended, as follows:

    a. If the presentation of the Substantial Amendment occurs during the 90-Day Period, such period shall terminate at the later of 30 days after presentation of the Substantial Amendment or the expiration of the 90-Day Period.

    b. If the presentation of the Substantial Amendment occurs after the expiration of the 90-Day Period, the Substantial Amendment must grant to all tenants who had the right to purchase during the 90-Day Period a new exclusive right to purchase on the terms offered in the amendment for a period of not less than thirty (30) days from the Date of Presentation.

Tenant's Right to be Notified of Pending Sales

On the 30th, 60th, 88th and 90th days from the date of presentation of this Plan to the tenants and at least once every thirty days thereafter, until to and including the day the Plan is declared effective or is abandoned, as the case may be, and on the tenth and second day before the expiration of any exclusive purchase period provided in a substantial amendment to the Plan, Sponsor will: post before noon in prominent places on the Premises accessible to all tenants copies of Sponsor's written statement under oath, setting forth the percentage of Units on the Premises, as of the date of such statement, purchased by (i) Tenants in Occupancy without discriminatory repurchase agreements or other discriminatory inducement or (ii) bona fide purchasers who represent that they or one or more specified members of their immediate family (a) intend to occupy the Unit or (if the Unit is then occupied by someone else) (b) intend to occupy the Unit when it becomes vacant. The notice shall further state the number of Tenants in Occupancy as of the date of presentation of the Plan who have signed Purchase Agreements to purchase under the Plan and what percentage this represents of the total number of such Tenants in Occupancy. The statement shall also be filed with the Department of Law.

Copies of this notice will be available to any tenant from 10:00 A.M. to 5:00 P.M. at the office of Sponsor's Attorney, The Law Office of Jay Lichtman P.C., 68 Jay Street, Suite 420, Brooklyn, New York 11201 and at the offices of the Attorney General, Real Estate Financing Bureau, 120 Broadway, 23rd Floor, New York, New York.

Services Provided to All Tenants on a Non-Discriminatory Basis

All apartments occupied by Non-Purchasing Tenants shall be managed by the same managing agent employed by the Board of Managers and such managing agent shall provide to

Non-Purchasing Tenants all services and facilities required by law on a non-discriminatory basis. Sponsor shall guarantee the obligation to provide such services and facilities until such time as a majority of the Board of Managers consists of residents of the Premises. See "Obligations of owners of Dwelling Units occupied by Non-Purchasing Tenants."

General

If a tenant purchases a Unit, then from and after the date the deed to his Condominium Unit delivered to him, such tenant-purchaser shall be entitled to all the rights and benefits customarily available to all condominium owners as explained elsewhere herein, such as the right to exclusive possession of the Unit.

Non-purchasing tenants will be subject to rent increases as a result of capital improvements made by the Sponsor, the Board of managers, or Unit Owners.

Purchase Agreements are not assignable or transferable by any purchaser without the prior written consent of the Sponsor which is under no obligation to grant such consent. (See section, "Assignment of Purchase Agreements").

Rights of Residential Tenants under the Omnibus Housing Act of 1983
(Chapter 403 of the Laws of 1983)

In addition to the foregoing rights of tenants, tenants-in-occupancy shall have the following rights under the Omnibus Housing Act of 1983:

1. A tenant renting an apartment shall have the right to sublease his or her apartment, if the tenant can establish that at all times he or she has maintained the apartment as his or her primary residence and intends to reoccupy it as such at the expiration of the sublease, subject to prior written consent of the Landlord. Such consent shall not be unreasonably withheld. If the Landlord unreasonably withholds consent, the tenant may sublet in accordance with the tenant's request and may recover the costs of a proceeding and attorney's fees, if it is found that the owner acted in bad faith by withholding consent.

2. Tenants who sublet their apartments, in accordance with the statute, shall retain their rights to renewal leases and the rights and status of tenant in occupancy with respect to the conversion of the Property and no action or proceeding based on the non-primary residence of a tenant may be commenced prior to the expiration date of the tenant's lease.

3. Unless a greater right to assign is conferred by the lease, a tenant-in-occupancy may not assign his or her lease without the written consent of the Landlord. Such consent may be unconditionally withheld without cause. However, the Landlord shall release the tenant from the lease upon request of tenant upon thirty (30) days' notice, if the Landlord unreasonably withholds consent, there shall be no assignment and the tenant shall not be released from the lease.

4. Any lease or rental agreement for residential premises entered into by one tenant shall be

construed to permit occupancy by the tenant, the immediate family of the tenant, one additional occupant, and dependents of the occupant. Any lease or rental agreement for residential premises entered into by two or more tenants shall be construed to permit occupancy by tenants, the immediate family of tenants, occupants, and dependent children of occupants; provided that the total number of tenants and occupants, excluding occupants, dependent children, do not exceed the number of tenants specified in the lease or rental agreement and that at least one tenant or a tenant's spouse occupies the premises as his or her primary residence.

5. The tenant shall inform the Landlord of the name of any occupant within thirty (30) days following the commencement of occupancy by such person or within thirty (30) days following a request by the Landlord.

6. No action or proceeding shall be commenced seeking to recover possession on the ground that an apartment is not occupied by the tenant as his or her primary residence, unless the owner or Landlord shall have given thirty (30) days' notice to the tenant of his or her intention to commence such action or proceeding on such ground.

7. The foregoing rights of tenants in occupancy with respect to assignment and subleasing are subject to tenants following certain notice requirements. Therefore a Landlord may terminate the tenancy of a tenant or subtenant who sublets contrary to the provision of the Omnibus Housing Act.

P. OBLIGATIONS OF OWNERS OF DWELLING UNITS OCCUPIED BY NON-PURCHASING TENANTS

A person interested in purchasing a unit occupied by another will purchase same and obtain a Condominium Deed therefor subject to (a) the existing lease of the Unit, if any (and any renewal thereof required to be made under the Rent Stabilization Law and Code ("RSL")), (b) the existing occupancy of the Unit, and (c) rights of the tenant thereof, if any, under the General Business Law ("GBL")and RSL, including the right to stay in possession of the Unit as discussed herein and in the foregoing section, "Rights of Existing Tenants."

The Board of Managers, Sponsor, and Selling Agent make no representations or statements of any kind as to the requirements of the RSL, Code, the NYS Emergency Tenant Protection Act (1974) ("ETPA"), or GBL, except as expressly set forth in this Plan, and a prospective purchaser interested in purchasing a Unit in which he does not reside is advised to consult with his attorney regarding the application and effect of the foregoing laws and Code in order to become fully apprised of his rights as a purchaser and his obligations to any existing tenant or occupant.

Under the GBL, a Non-Purchasing Tenant, as defined in 352-eeee(1)(e), may not be evicted at any time, unless the tenant's lease is terminated for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or other justifiable cause permitted by the GBL, RSL and Code. Under the RSL and Code, if the tenant continues to maintain the Unit as his primary residence, then when his present lease and each renewal expires, he may demand and (if he wishes to stay in possession) must sign a renewal lease for a term of one or two years (at the tenant's choice) at the then applicable increased rental.

If a Non-Purchasing Tenant fails to pay rent or to comply with the other obligations imposed on him under his lease or applicable law or the Code, and such default is not cured within any applicable grace period provided in the lease, then the non-tenant, in order to gain possession of the Unit, may be required (at his own expense) to institute a summary dispossess proceeding in court. In any such dispossess proceeding, the court has discretionary power to stay the issuance of a warrant of eviction for not more than six (6) months, depending upon the availability of other suitable accommodations and upon other factors.

No representation or warranty is made as to the length of time which may elapse before a final court order of eviction is granted and made effective, or that such court order will be granted, or that possession of a unit occupied by another will be obtained.

All costs and expenses incurred in connection with the ownership of a Unit occupied by another (including, without limitation, annual registration fees to the State Division of Housing and Community Renewal, dues to the Rent Stabilization Association of New York City, Inc., and legal fees and litigation expenses for enforcing the lease and obtaining possession of the Unit), will be borne entirely by the purchaser.

If a purchaser acquires the Unit occupied by another person, then on the Closing Date the purchaser will become the landlord of such occupant and the latter will become the purchaser's

tenant. Such purchaser will be required under the Declaration of Condominium and the By-Laws of the Condominium to pay the Common Charges for such Unit to the Board of Managers, whether or not such Common Charges are greater or less that the rent payable by the tenant or occupant and regardless of whether the rent is received. Such purchaser will be responsible for the performance of all obligations of the landlord under the lease or required by applicable law that are not the responsibility of the Board of Managers under the Declaration of Condominium and the By-Laws of the Condominium. Such obligations include, without limitation the obligations to maintain, repair and replace the plumbing fixtures, refrigerator, range, any dishwasher, lighting fixtures, and other equipment (if any) in the Unit and to paint the Unit, as provided in the Declaration of Condominium, the By-Laws of the Condominium, the existing tenant's Lease (if any), the RAL, Code, GBL or other applicable law.

Purchase Agreements for Units occupied by non-purchasing tenants, other than the Sponsor, and the Condominium Deed for said Units shall include an agreement by the Purchaser to:

1. Irrevocably appoint the managing agent for the Board of Managers as his agent to perform for the account and at the expense of the Purchaser all services required to be furnished or performed by a landlord under the non-purchasing tenant's lease, the applicable New York City Law and any other applicable laws and regulations that are not to be provided by the Board of Managers under the Declaration of Condominium, including, but not limited to, interior repairs and Unit painting; and

2. Deposit with the Managing Agent at the Closing for such Unit a sum not less than an amount equal to the greater of two (2) months Common Charges or two (2) month's rent to be used as working capital to furnish services required under the non-purchasing tenant's lease, the applicable New York City Rent Laws and any other applicable laws and regulations. Upon notice by the managing agent that the said deposit has been diminished, such fund shall be replenished by the Unit Owners within thirty (30) days of such notice. The failure of the Unit Owner to replenish this fund within said thirty (30) day period shall result in the Board of Managers having a lien against the Unit. Interest, if any, earned on this fund shall be the property of the Unit owner. The monies deposited are in addition to any other closing costs listed in this Plan. This paragraph, however, shall not apply to the Sponsor.

A person interested in purchasing the Unit in which he does not reside is advised to examine any lease for such Unit to ascertain the rental, expiration date and obligations imposed on the landlord. These leases are on file at the office of the Sponsor. In particular, leases of tenants subject to the RSL and Code should be examined to ascertain the purchaser's obligations. It is further recommended that such person consult with his own attorney in order to become fully apprised of the effect of the GBL, RSL, Code and any lease for the Unit on his rights as a purchase and his obligations to any existing tenant or occupant.

A purchaser of a Unit subject to a lease will be entitled to receive the unapplied portion of any rent security deposit held by the Sponsor under the terms of the lease. Such security must be held by the purchaser in an interest bearing account in accordance with Section 7-103 of the New York General Obligations Law. Upon delivery of such security deposit, the purchaser will

be required to execute, notarize and deliver to Sponsor and agreement acknowledging the amount received and indemnifying the Sponsor and the Board of Managers against all claims and liability in connection therewith.

If required by applicable law or code, the purchaser shall become a member of, and register the Unit with, and pay annual fees to, the New York State Division of Housing Community Renewal (DHCR) or any successor organization. In the event purchaser is required to become a member of the DHCR or a successor organization and permits his membership to lapse or purchaser is expelled, or if purchaser fails to register the Unit with or pay annual fees to the DHCR, the purchaser may be barred from obtaining rent increases and faces possible civil penalties.

Q. INTERIM LEASES

The Sponsor-Seller reserves the right to rent or lease vacant Units (including any Units which become vacant after the date of presentation of this Plan) to purchasers and non-purchasers. However, once a vacant Unit has an executed Purchase Agreement, and so long as the Purchase Agreement is in effect, it may only be leased to the purchaser of such Unit. No purchaser shall have the right to occupy the unit purchased by him prior to the closing unless Sponsor-Seller agrees to permit such occupancy under an interim lease or other written rental agreement. It is possible that Sponsor-Seller will condition the sale of a vacant Unit upon the Purchaser entering into an interim lease. The purchaser may not occupy the unit or perform any work in the unit prior to closing without the prior consent of the Sponsor. Such event shall constitute a default under the terms of the Purchase Agreement. See Section "Procedure to Purchase" for further details.

Of the Residential Units, two (2) are vacant, twenty eight (28) are currently rent stabilized, and six (6) are non-stabilized. Of the rent stabilized units, five (5) are receiving Section 8 benefits and one has a Senior Citizen Rent Increase Exemption (SCRIE).

The lease shall be prepared substantially in accordance with the general form of lease which is set forth as Document No. 11 in Part II of the Plan. The form lease is applicable to apartments not under any rental protection laws. The terms of such lease shall be subject to negotiation.

If Sponsor-Seller elects to lease an apartment, the lease will be for such rent and other terms as may be mutually agreed upon. Such lease will also provide that an uncured default by the purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (i.e., Sponsor-Seller), at its sole option, to immediately terminate such lease. The Purchaser-tenant shall be required to vacate the Unit within thirty days (30) after notice of cancellation of the Purchase Agreement. The Purchase Agreement contains a similar cross-default provision entitling the Sponsor to cancel the Purchase Agreement in the event the purchaser fails to cure a default under his lease within the applicable grace period (if any) and purchaser has vacated the apartment. Before the Sponsor may utilize the default under the lease to declare a default under the purchase agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit. No portion of the rental paid under such lease will be credited toward the Unit's Total Cash Payment. The interim lessee will have thirty (30) days to vacate the apartment after a default under the Purchase Agreement.

In the event of a material adverse amendment to the Plan which would permit the purchaser to rescind his Purchase Agreement and the purchaser elects to rescind, the interim lease made with such rescinding purchaser shall be canceled and possession of the Unit surrendered within ninety (90) days thereafter. In the event the Plan is abandoned, a purchaser who has entered into an interim lease must vacate the Unit upon the termination of the term of his/her lease, unless Sponsor, in its sole option, enters into a new lease with said purchaser.

It should be noted that until this Plan is consummated in accordance with its terms,

tenants of the units in the Building, shall not be able to claim income tax deductions. Such deductions may become available only when there is a Closing under this Plan, and the purchaser becomes a Unit Owner, but only deductions for the period subsequent to the tenant's closing may be taken. Rents due under any Interim Lease shall be adjusted as of the Closing Date between the Sponsor and tenant. No part of any rent paid under any Interim Lease will inure to the benefit of the tenant-purchaser under the Interim Lease if such tenant later purchases the leased apartment or any other apartment in the building. All rent paid under Interim Leases will belong to the Sponsor as payment for the use and occupancy of the unit prior to Closing.

R. PROCEDURE TO PURCHASE

A person desiring to purchase a Unit will be required to execute, in triplicate, a Purchase Agreement in the form set forth as Document No. 2 in Part II of the Plan. Non-tenant purchasers must also execute an Affidavit of Intention to Reside in the Unit as set forth in Document Number 13 of Part II of the Plan. Purchaser must deliver all of the above documents to the Selling Agent, together with a check for the downpayment payable to the order of "Fink & Zelmanovitz P.C. as Attorney." The down payment shall be ten percent (10%) of the purchase price (subject to negotiation) but in no event shall it be less than $10,000.00.The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and should be read carefully by the prospective Purchaser and his or her legal or financial representative before being executed.

A purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal and origination fees (if any). It is possible that a purchaser's financing commitment may expire prior to the Closing and purchaser will incur additional costs.

Tenant and Non-Tenant Purchasers shall have at least three (3) business days to review the Plan and all filed amendments prior to executing a Purchase Agreement.

A Purchase Agreement properly executed and submitted by an existing tenant during an exclusive period afforded tenants to purchase his or her Unit will be deemed accepted. A Purchase Agreement submitted by any other prospective purchaser, including an existing tenant who submits a Purchase Agreement after the Exclusive period afforded tenants, or an existing tenant who submits a Purchase Agreement for a Unit other than his own, will not be binding on the Sponsor until a fully executed duplicate original of such Purchase Agreement is returned to such prospective purchaser. If such duplicate Purchase Agreement is not returned to the prospective purchaser within twenty (20) days after it is received by the Selling Agent, it will be deemed rejected and all monies submitted with such Purchase Agreement will be promptly returned to such prospective purchaser, without interest. Except as otherwise provided herein with respect to tenants who execute Purchase Agreements for the Unit in which they reside, Sponsor may reject any Purchase Agreement without cause or explanation so long as such rejection is not based upon race, creed, color, national origin, ancestry, sex, or any other ground prohibited by law.

Notice of Closing

After the Plan is declared effective, Sponsor will give each Purchaser not less than thirty (30) days' prior written notice of the date, time and place (in The City of New York) for the transfer of title to his or her Unit. Such notice will be served in compliance with Section 20.1(d)(1) no less than thirty (30) days before the date set for the closing of the units. Purchaser at his option may waive this thirty (30) day notice provision as provided for in the Purchase Agreement.

At title closing, such Purchaser shall pay the balance of the Purchase Price stated in the

Purchase Agreement by his or her unendorsed certified personal check or by official cashier's check drawn on a New York bank, a member of the New York Clearing House Association, and execute a Unit Owner's Power of Attorney to the Board of Managers which provides for the Condominium Board to acquire a unit from an individual unit owner if such owner sells the unit to the Board of Managers.

The Sponsor expects the first closing of a unit to occur on approximately July 1, 2016. If such closing is delayed twelve (12) months or more, the Plan shall be amended to offer purchasers a right to rescind.

In the event that a purchaser does not close on the Closing Date set forth in the Notice of Closing, and 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 sixteen percent (16%) per annum. This rate shall be in effect for as long as there is any unpaid amounts owed towards the full purchase price.

Terms of Purchase Agreement

The following is a summary of certain material provisions of the Purchase Agreement, but is not intended as a complete statement of these or other important provisions of the same. Reference should be made to the form of Purchase Agreement set forth as Document No. 2 of the Plan for the complete terms of these and other material provisions:

(a) Incorporation of the Plan. The Plan (including, without limitation, the Condominium Documents contained in Part II of the Plan) and any amendments thereto duly filed by Sponsor are incorporated into each Purchase Agreement by reference. The execution and submission of a Purchase Agreement constitutes Purchaser's acceptance of the Plan (Parts I and II) and his or her agreement to abide and be bound by the terms of the same, as well as all amendments to the Plan duly filed by Sponsor. No Purchaser shall have the right to approve or consent to any such amendments, including, without limitation, any changes, modifications, or updating of the estimated Common Charges or estimated real estate taxes and assessments to be paid by the Purchaser on Schedule B, "Budget for First Year of Condominium Operation" and no such amendment will excuse a purchaser from performing his or her obligations under a Purchase Agreement or entitle such purchaser to any credit or offset against the purchase price set forth therein. However, if an amendment materially adversely affects the rights, obligations, or liabilities of then existing Purchasers, Purchasers will be given for fifteen (15) days following the presentation of such amendment the right to rescind their Purchase Agreements by notifying Sponsor and will receive a refund of their Down Payments, without interest (unless interest is earned), within ten (10) days after Sponsor's receipt of Purchaser's election to rescind.

(b) Funds. All funds received from prospective purchasers by the Sponsor will be handled in accordance with the provisions of Sections 352-h and 352-e(2)(b) of the General Business Law and Section 71-a(3)(a) of the Lien Law and shall be used by the Sponsor only in connection with the consummation of the Plan. Section 71-a(3) of the Lien Law requires, at

the purchaser's option, that the deposit funds be placed in an escrow account in a bank trust company, savings bank, or state or federal savings and loan association located in New York State. Said monies must be deposited within five (5) business days of the Sponsor's receiving them. The Sponsor must advise the purchaser in writing within ten (10) business days after the deposit has been made of the name of the depository where the funds have been placed.

All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account. However, purchasers should note as a special risk 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 a purchaser is entitled to rescission, the purchaser will not receive a refund of any funds used for upgrades or extras.

(c) Secured Loan Condition Rider. The Sponsor will approve a mortgage contingency if the proposed mortgage is applied for through Patrick McCarthy, Mortgage Loan Officer, Bank of America Home Loans, NMLS#589997, Office: (646) 556-4123, Cell: (917) 596-4523, Fax: (866) 517-5207, Email: Pmccarthy3@bankofamerica.com. In the event that the Purchaser wishes to apply for a mortgage through a different lending institution, the Sponsor reserves the right to reject such lending institution unless the name of such lending institution is provided at the time of the contract and Sponsor consents at such time. In the event the Sponsor consents to permit a mortgage contingency, the purchaser may condition his Purchase Agreement upon obtaining a loan from an institutional lender doing business in New York of not more than 75% of the sales price and the Purchase Agreement will be modified by appending to same the Secured Loan Condition Rider set forth as Exhibit A to the Purchase Agreement in Part II of this Plan (the terms of which are also set forth below). Purchasers should note that the financing commitment may expire or that the terms of the commitment may change prior to actual closing.

The following are the terms of the Secured Loan Condition Rider:

A. Seller shall send notice to Purchaser that an application for a mortgage must be made by Purchaser. Within two (2) weeks of receipt of said notice, Purchaser must make a mortgage application. Within seven (7) days thereafter, the Purchaser must provide the Seller and/or Seller's attorney with the name and address of the bank or mortgage broker to which application has been made. Purchaser shall authorize the mortgage broker or lending institution to talk directly to Seller's attorney regarding the status of the mortgage application. Failure to send such notice will be considered to be a waiver of the mortgage contingency.

B. The obligations of Purchaser hereunder are conditioned upon issuance on a date which is on or before forty-five (45) days from date of notice set forth in Paragraph A ("Mortgage Contingency Expiration Date"), of a written commitment from any Institutional Lender (which shall include a mortgage banker and broker) pursuant to which such Institutional Lender agrees to make a first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of an amount equal to 75% of the purchase price or such lesser sum as Purchaser shall be willing to accept, at prevailing interest rates for a term of at least thirty (30) years and on other customary commitment terms,

whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender.

C. Purchaser shall (a) make an application within two (2) weeks after receiving the notice referred to in Paragraph A above, (b) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (c) pay all fees, points and charges required in connection with such application and loan, (d) pursue such application with diligence, (e) cooperate in good faith with such Institutional Lender to obtain such commitment and (f) give notice within three (3) weeks to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof.

D. If such commitment is not issued on or before the Mortgage Contingency Expiration Date, or a rejection is received, Purchaser shall within five (5) days of the Mortgage Contingency Expiration Date or rejection date, notify the Seller of the failure to receive a commitment or of the rejection and at such time, Purchaser may cancel this contract by giving notice to Seller, in which case this contract shall be deemed canceled and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract and the downpayment shall be promptly refunded to Purchaser. Provided, however, that at such time, the Seller, at its option, shall within fifteen (15) days, cause the Purchaser to submit an application together with the required fees to an Institutional Lender and Purchaser shall be required to accept the commitment under the same terms and conditions as stated above. The terms of such commitment will be equal to or better than the terms originally sought by the purchaser.

E. If Purchaser fails to give notice of cancellation then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this Rider and the mortgage contingency will no longer apply. In addition, if Purchaser fails to notify Seller within fifty (50) days of the date of the notice set forth in Paragraph A that he has received a commitment, Seller may at its option cancel the contract and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract, and upon cancellation the downpayment shall be promptly refunded to Purchaser.

Provided that the Sponsor consents to permit a mortgage contingency in accordance with the above terms and the purchaser complies with all of such terms, if the financing commitment lapses or expires prior to closing and the purchaser has made a good faith effort to extend the commitment, the Sponsor will grant to purchaser a right of rescission and a reasonable period of time to exercise such right.

A purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal and origination fees (if any).

In accordance with the Secured Loan Condition Rider, the purchaser will have the right to terminate the Purchase Agreement and be refunded all monies deposited thereunder, without interest, in the event:

(i) an institutional lender fails, through no fault of the purchaser, to issue its commitment on the terms described above within 45 days (or such greater period as the Sponsor may permit, in Sponsor's sole discretion), provided the purchaser gives notice of termination not later than five (5) days after the expiration of the aforementioned period; or

(ii) the commitment issued by the lender is not funded by the closing through no fault of the purchaser, provided the purchaser gives notice of termination no later than ten (10) days before the closing.

In the event purchaser fails to exercise the right of termination within time periods set forth above or has failed to satisfy the conditions set forth in the Secured Loan Condition Rider, then, in either case, the Purchase Agreement shall remain in full force and effect.

(d) Escrow and Trust Fund Requirements

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 and all funds paid by purchasers shall be handled in accordance with these statutes and regulations.

The Escrow Agent

The law firm of Fink & Zelmanovitz, P.C., with an address at 3839 Flatlands Avenue, Suite 206, Brooklyn, New York 11234, telephone number (718) 377-7600, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Neil Fink and Judah A. Zelmanovitz. All designated signatories are admitted to practice law in the State of New York.

Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account

The Escrow Agent has established the escrow account at Signature Bank located at 6321 New Utrecht Avenue, Brooklyn, New York, ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Fink & Zelmanovitz P.C. IOLA #7" ("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, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of "Fink & Zelmanovitz P.C. as Attorney."

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

The Escrow Account is an IOLA account with no interest accrued to the benefit of the either the Sponsor or the purchaser. An IOLA account is a special segregated escrow account maintained by an attorney in which the interest earned is paid to the State of New York. It is not anticipated that any interest will be earned thereon. If at some future point, the Offering Plan is amended to provide that the account will be a non-IOLA account, then the interest rate for all deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement

The Purchase Agreement is attached hereto as Document No. 1 in Part II of the Plan. The relevant escrow trust fund provisions are included in Section 5 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser

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

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.

Release of Funds

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

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

The Sponsor shall not object to the release of the Deposit to:

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

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

If there is no written agreement between the parties to release the escrowed funds, the escrow agent will not pay the funds to the sponsor until the escrow agent has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to the

sponsor.

The Escrow Agent shall maintain all records concerning the escrow account for seven (7) years after the release of the funds. Upon the dissolution of any law firm which was the escrow agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by the successor firm and shall notify the Department of Law of such transfer.

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

Waiver Void

Any provision of the Purchase Agreement or separate agreement, whether oral or in writing, by which a purchaser purports to waive or indemnify any obligation of the escrow agent holding any deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Purchase Agreement, the offering plan or any amendment thereto. Purchasers shall not be obligated to pay any legal or other expense of the sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

See Document No. 10 in Part II of the offering plan for a copy of the escrow agreement which incorporates the terms of the Attorney General's regulations.

The Sponsor will deposit all deposit monies in Signature Bank, 6321 New Utrecht Avenue, Brooklyn, New York. All funds will be held as trust funds pursuant to Sections 352-e(2)(b) and 352-h of the General Business Law. The signature of Neil Fink or Judah A. Zelmanovitz shall be required for withdrawals or drafts on such account. Such funds will be payable to the Sponsor upon the closing of title to the Units covered by the Purchase Agreement.

The Sponsor reserves the right to apply to the Attorney General to use alternate security. In the event such application is approved by the Attorney General, the Sponsor may meet its obligation to insure the availability of such funds to purchasers by effectuating the issuance of surety bonds to such purchasers by a licensed insurance company which agrees to act as a surety for the amount of such down payments or deposits, or by effectuating the issuance of a letter of credit for the benefit of the purchasers by an issuer qualifying hereunder.

In the event that the Sponsor wishes to avail itself of the alternatives to the escrow account, it will submit an amendment setting forth the terms of such alternate security and the form of surety bond or letter of credit which will be used to secure the down payment funds. All of the provisions will comply with Section 71-a(3)(b) of the Lien Law, in accordance with the Regulations of the Attorney General. Where alternate security as provided under a filed offering plan is no longer needed by the Sponsor, or new or additional alternate security cannot be obtained by a sponsor or its successor, sponsor shall submit an amendment for filing which

provides that any future purchaser deposits or down payments shall be held in escrow pursuant to the terms of the offering plan. Such amendment shall not affect the Sponsor's obligation to account for funds previously released to the Sponsor unless the funds representing all such deposits or down payments are restored to the escrow account.

Events of Default

The following are events of default under the Purchase Agreement:

(i) purchaser fails to pay the unfinanced balance of the price of his Unit by the Closing Date;

(ii) the Sponsor fails to receive the financed portion of the price of his apartment by the Closing Date;

(iii) if purchaser becomes a tenant of the Building after the Plan is presented and purchaser defaults under his interim lease or tenancy, such default shall become a default under the Purchase Agreement if an order of eviction or other judgment or order from a court or agency of competent jurisdiction is issued against purchaser or purchaser shall have vacated the Apartment;

(iv) if purchaser is a residential tenant of the Building when the Plan is presented and purchaser defaults in paying the rent, such default shall become a default under the Purchase Agreement if an order of eviction or other judgment or order from a court or agency of competent jurisdiction is issued against purchaser or purchaser shall have vacated the Apartment;

(v) if purchaser is a residential tenant of the Building when the Plan is presented and purchaser fails to renew his lease, such failure shall become a default under the Purchase Agreement if purchaser fails to continue to pay to Sponsor monthly the rent that would have been payable had the lease not expired;

(vi) purchaser defaults in performing some other obligation under the Purchase Agreement and fails to cure.

If such event of default is not cured within a further period of thirty (30) days after sending written notice thereof, the Sponsor's sole remedy is to cancel the Purchase Agreement and retain as and for liquidated damages all payments made thereunder (but in no event to exceed ten (10%) percent of the total Purchase Price of the Unit plus the cost of any special work in the Unit ordered by Purchaser), without interest (hereinafter collectively called the "Liquidated Sum"). TIME IS OF THE ESSENCE TO REMEDY SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. Any payments received in excess of the Liquidated Sum, shall be refunded to the purchaser with reasonable promptness after cancellation. In the event the Purchase Agreement is canceled, the Sponsor will have the right to sell the Unit to another person as though said Purchase Agreement had never been made (and without accounting to purchaser for the proceeds of such sale), and purchaser and Sponsor shall be relieved of all

further liability and obligations thereunder and under the Plan.

The purchaser may not occupy the unit or perform any work in the unit prior to closing without the prior consent of the Sponsor. In the event the purchaser occupies the unit or performs any work in the unit prior to closing without the prior consent of the Sponsor, such event shall constitute a default under this section.

In the event that a Purchase Agreement is canceled, both the Sponsor and the Purchaser shall be relieved of all further obligations and liabilities thereunder and under the Plan, and the Sponsor shall be free to sell the Unit to another as though such Purchase Agreement had never been made and without accounting to the Purchaser for the proceeds received on such sale.

Units Sold "As Is"

The Units and the Building are being sold in the condition in which they exist at the time of signing the Purchase Agreement, subject to ordinary use, wear and tear and natural deterioration and subject, further, to Sponsor's obligation to maintain the building until the First Closing to the extent indicated in the Section entitled "Sponsor's Statement of Building Condition." Sponsor will only be obligated to make repairs, modifications, or changes in or to any Unit expressly agreed to in writing or, if required by statute or regulations. In accordance with the statute, each Purchaser will be given reasonable opportunity to examine the Unit prior to closing, subject to the rights of any tenant or occupant of such Unit, and is urged to make a careful inspection.

Fixtures and Appliances

At closing, each Unit will contain only those appliances, countertops, cabinets, sinks, vanities (if any),), hardware and other fixtures and equipment installed therein as of the date of the Purchase Agreement relating thereto that are owned by the Sponsor. Each Unit is to be sold unfurnished, and there will be no modifications or extras unless agreed to in writing by the parties. Any appliances, furnishings, equipment, fixtures, and other personal property owned by any tenant of the Unit will not be included in the sale.

The Sponsor is not providing a gas range/oven, kitchen sink, kitchen cabinets/countertops and hookups for a washer/dryer The Sponsor is not providing laundry appliances, blinds or shades to the Units. It will be the responsibility of each unit owner to provide them, at his or her own cost. Furniture, wall coverings, furnishings, decorations and the like in or about any model are not included in the sale. There will be no modifications or extras unless agreed to in writing by the parties.

Fee to Sponsor's Attorney

Purchasers shall be obligated to pay the following fees to Sponsor's attorney: (a) $2,000.000 for services rendered in connection with the preparation of documents; (b) $100.00 if E-forms for New York City Real Property Transfer Tax are prepared by Sponsor's Attorney; (c) $350.00 if the closing is held at any location other than Sponsor's attorney's offices; and (d)

$100.00 for each time the closing is rescheduled (for the costs to fix a new Closing Date and time, to coordinate the attendance of all persons, to re-date the closing documents and to recalculate the closing apportionments).

Closing of Title

The closing of title to each Unit will be held at the office of the Sponsor's attorney, on such date and at such hour as the Sponsor shall designate to the Purchaser of such Unit on not less than thirty (30) days' prior written notice. The Purchaser may waive this notice provision. Sponsor has the right to postpone the closing date and to fix a new closing date within a reasonable time period. In such event, Sponsor shall give the Purchaser not less than ten (10) days' notice of the new date and time of closing. The closing shall take place only after or concurrently with the occurrence of the events set forth in Section "Unit Closing Costs and Adjustments." Purchasers desiring to arrange for such closing to take place at another location in New York City should promptly notify Counsel for Sponsor of that address and, in addition, will be responsible for the payment of an attendance fee to such Counsel (see Section "Unit Closing Costs and Adjustments").

The foregoing shall not act to extend Sponsor's time to declare the Plan effective as set forth in the Section entitled "Effective Date" and shall not affect the Sponsor's right to abandon or withdraw the Plan as set forth in such section. In the event that the Plan is so abandoned or withdrawn, the Purchase Agreement will be deemed canceled and all monies paid by the Purchaser thereunder, together with interest earned thereon, if any, shall be disbursed as discussed in the subsection entitled "Trust Funds" of the Plan. After the funds are so disbursed, neither the Purchaser nor Sponsor shall have any claims against each other or against the Selling Agent in connection with the Purchase Agreement or the Plan, and all of the same shall be released and discharged from all liabilities under the Purchase Agreement and the Plan.

Broker

The Purchaser will represent to Sponsor that he or she has not dealt with any broker other than the Selling Agent, or directly with the Sponsor in connection with the acquisition of his or her Unit and will indemnify the Sponsor against the claims of any other broker, if such broker is not disclosed to the Sponsor at the time of the contract.

No Lien

Neither the Purchase Agreement nor any monies deposited thereunder shall constitute a lien against the Property, including the Unit.

Non-Survival of Obligations

No provisions of the Purchase Agreement shall survive the delivery of the deed, except those obligations expressly stated therein or to be performed subsequent to the closing. However, all representations set forth in the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the

Closing Date shall survive delivery of the deed.

DAMAGE TO UNITS

IF THE PURCHASER BECOMES THE TENANT OR ACTUALLY OCCUPIES THE UNIT BEFORE THE CLOSING OF TITLE THERETO AND, BEFORE SUCH CLOSING, THE UNIT IS DAMAGED BY CASUALTY OR OTHERWISE, SUCH PURCHASER SHALL ASSUME THE RISK OF LOSSES NOT COVERED BY INSURANCE. No purchaser shall have the right to occupy a Unit purchased by him prior to the Closing of title unless Sponsor agrees to permit such occupancy under an interim lease or other written agreement. See Section "Interim Leases" for further discussion.

Purchaser's Remedies

In the event that the Sponsor shall for any reason (except for willful default) be unable to convey and deliver the apartments in accordance with the terms of the Purchase Agreement, (except for any failure to perform any obligation imposed by applicable statute or regulation, or a failure to perform his obligations under the offering plan) the sole remedy of the purchaser shall be to rescind the Purchase Agreement and be refunded the entire down payment with interest plus the cost of title searches, if any.

Except as set forth in paragraph (j) above, all other risk of loss or damage prior to Closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair the damage. The Sponsor will make a determination whether or not to repair damages within fifteen (15) days. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, the purchaser will be refunded all purchase monies paid to Sponsor with any interest earned thereon. If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and purchaser shall not be required to pay the balance of the purchase price unless and until (i) the Unit has been substantially repaired in compliance with the offering plan and the repairs done with equal quality or in better condition than immediately prior to the casualty, (ii) its essential services (such as, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the tenant to cure or that are caused by the act or omission of the tenant. Sponsor will remove subsequent to closing all violations of record it is obligated to correct.

The Purchase Agreement is not assignable without the consent of the Sponsor.

If there is any conflict between the Plan and the Purchase Agreement it will be resolved in favor of the Plan. The Purchase Agreement does not contain nor will it be modified to contain a provision waiving a purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law.

Arbitration

Any matter or issue that may be resolved by arbitration pursuant to New York State law, or if there is a deadlock in any matter, must be submitted to arbitration. No party may commence a proceeding in any other forum other than to enforce this arbitration provision. The decision of the arbitrators so chosen shall be given within thirty (30) days after his or her selection or appointment. The decision shall be enforceable in a court of law of competent jurisdiction. In the event there is a deadlock in voting between the units, such deadlock shall be submitted to an arbitration board. The arbitration board is hereby given the power to cast a deciding vote in order to break any deadlock and shall render an arbitration decision in accordance with the best interests of the Condominium. The Condominium Board shall follow the directions of the Arbitrators.

S. ASSIGNMENT OF PURCHASE AGREEMENTS

Purchase Agreements are not assignable or transferable by any purchaser without the prior written consent of the Sponsor, which is under no obligation to grant such consent. However, such consent, if given, shall be based on specific and reasonable conditions and will be applied on an objective and non-discriminatory basis. In the event that the Sponsor consents to an assignment, the following conditions must be complied with:

1. The Purchase Agreement must have been signed and the down payment tendered by the tenant.

2. The Assignee shall tender the balance of the down payment at the time of the assignment.

3. The Assignee must execute and deliver to the Selling Agent at least thirty (30) days prior to the Closing Date a notarized affidavit stating that the assignee was not procured by the Sponsor or the Selling Agent, and that the Assignee intends that he or she or a specified member of his or her immediate family will personally occupy the Unit. The form of such affidavit is set forth as Document No. 6 in Part II of the Plan.

4. The Assignor must deliver to the Selling Agent at least thirty (30) days prior to the Closing Date a properly executed Assignment and Assumption of Purchase Agreement.

5. Assignee shall deliver to the Selling Agent, together with the Assignment and Assumption Agreement, a $750.00 check made payable to Fink and Zelmanovitz, P.C. for their fee for services in connection with the assignment.

6. The Purchase Agreement may not be transferred or assigned by the purchasers without Sponsor's prior written consent.

In order for assigned or transferred purchase agreement to be counted towards effectiveness:

(i) a Purchase Agreement shall be signed by the Tenant and the full downpayment paid by the tenant to the Sponsor; and

(ii) the assignee shall provide an affidavit stating that the assignee was not procured by Sponsor, the selling agent, or the managing agent, and that the assignee intends that he or she or a specified member of his or her immediate family will personally occupy the dwelling unit. The form assignee affidavit shall appear in Part II of the plan.

T. EFFECTIVE DATE

The offer to sell the units under this Plan is contingent upon the Plan's being declared effective in accordance with the provisions set forth below.

1. The Plan may be declared effective if, within fifteen (15) months from the date of its acceptance for filing, at least 15% of the residential Units in the building (which in this condominium is six [6] Units) have been purchased for by bona fide tenants in occupancy or bona fide purchasers who represent that they or one or more members of their immediate family intend to occupy the Unit when it becomes vacant. As to tenants who were in occupancy on the date the Plan was accepted for filing, the purchase agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements. The Plan may be declared effective by (i) by amendment to the Plan or (ii) by personal service of the notice of effectiveness on every purchaser and tenant or by commencement of service by mail addressed to the offeree at the last known residence of such offeree as required by the Regulations and submitting an amendment to the Department of Law within five (5) days confirming that the plan was declared effective on a specified date. No closing shall occur until the plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law. After the Plan has been declared effective, Purchasers will be given at least thirty (30) days' written notice of the initial Closing Date. Thereafter, on the Closing Date, a condominium deed will be issued to each purchaser who has paid the entire Total Cash Payment and otherwise complied with his obligations under the Purchase Agreement. However, the condominium deed of a purchaser who obtains financing will be delivered instead to the lender. Each such purchaser will be responsible for the payment of Common Charges under the Declaration of Condominium and the Condominium By-Laws commencing on the Closing Date, whether or not he has taken possession of the Unit and whether or not the tenant in possession, if there be one, pays the rent required to be paid by him.

2. The Attorney General's Regulations provide that the Plan may not be declared effective unless bona fide purchasers, including investors, have signed purchase agreements for at least fifteen percent (15%) of the residential units offered under the Plan.

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

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

   (ii) conditioned upon an amendment to the Plan which purchasers have not been afforded either if the purchaser did not have three (3) business days to review the offering plan and all filed amendments prior to executing a purchase agreement, or seven (7) days to rescind the purchase agreement whichever is applicable; or

   (iii)with any purchaser who is the Sponsor, the Selling Agent, or the managing agent, or is a principal of the Sponsor, the Selling Agent, or the managing agent, or is related to the Sponsor, the Selling Agent or the managing agent or any principal of the Sponsor,

the Selling Agent or the Managing Agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a purchaser, other than a Sponsor or a principal of the Sponsor, may be included in the count if the Sponsor has submitted proof satisfactory to the Department of Law establishing that such purchaser is a bona fide tenant; or

(iv) assigned or transferred unless such assignment or transfer is in accordance with both the Plan and the appropriate regulations; or

(v) for auxiliary units such as commercial units, the roof unit or storage units, if any.

4. The Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for 80% of the residential units under the Plan.

5. This Plan may not be amended at any time to provide that it shall be an eviction plan.

6. When calculating the percentage for effectiveness, no more than one Purchase Agreement by the tenant or tenants of a particular Unit shall be counted and only one Purchase Agreement from any tenant who leases or occupies more than one Unit shall be counted.

7. The Sponsor may, at its option, declare the Plan abandoned for any reason whatsoever before it is declared effective. All monies paid by subscribers shall be refunded to them in full with interest earned, if any, within ten (10) days after abandonment. Sponsor shall promptly file an amendment together with a notice of abandonment on Form RS-3. If the Plan has not been declared effective within fifteen (15) months from the date of its acceptance for filing, it will be deemed abandoned, void and of no effect, all monies will be returned to purchasers, with the interest earned thereon, if any, and no new offering plan for the conversion of the Property to cooperative or condominium ownership shall be submitted to the Attorney General for at least twelve (12) months after such abandonment.

8. Sponsor may not abandon the plan after effectiveness for any reason other than (a) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half (1/2) of one percent (1%) of the total offering amount (said amount of money excludes any such title defects which exist on the Presentation Date of the Plan and either are known to Sponsor or are a matter of public record); or (b) work orders of a mortgagee or violations that cannot be cured for less than one half (½) of one percent (1%) of the offering price (said amount excludes any such violations, work orders or determinations of any authority or Regulatory associations which exist on the Presentation Date of the Plan and either are known to Sponsor or are a matter of public record); or (c) 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 amount; or (d) the taking of any material portion of the Property in condemnation proceedings or by eminent domain. Any amount relied upon as a basis for abandonment after effectiveness excludes attorney fees or any such title defects violations, work orders, or determinations of any authority or regulatory association which exist on the date of presentation of the plan and are either known to the sponsor or are a matter of public record.

9. Subsequent to the First Closing, this Plan may not be withdrawn or abandoned unless at least eighty percent (80%) of the Unit Owners vote to terminate the Condominium. (See Section "Rights and Obligations of Unit Owners" for further discussion.)

10. If this Plan is withdrawn or abandoned, all purchasers will be so notified in writing. Within ten (10) days thereafter, all down payments paid pursuant to Purchase Agreements (together with any interest earned thereon) will be returned to purchasers. Within fifteen (15) days of abandonment of the Plan, the Sponsor will promptly submit an amendment to the Department of Law reflecting such abandonment and file a notice of abandonment on form RS-3 and such other form as the Department of Law may require and shall refund all moneys received from purchasers within ten (10) days after the acceptance of said amendment.

11. After the Plan has been accepted for filing, the Sponsor shall, on the thirtieth (30th), sixtieth (60th), eighty-eighth (88th) and ninetieth (90th) day after such date and at least once every thirty (30) days until the Plan is declared effective or is abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the Plan

    (i) file with the Attorney General a written statement, under oath, setting forth the percentage of the Units in the building or group of buildings purchased by bona fide tenants in occupancy or bona fide purchasers who represent that they or one or more members of their immediate families intend to occupy the Unit when it becomes vacant as of the date of such statement, and

    (ii) before noon on the day such statement is filed, post a copy of it in a prominent place accessible to all tenants in each building covered by the Plan. Copies of this statement will also be available at the office of the Selling Agent, during business hours.

12. The foregoing provisions of this Section are based upon the laws in effect on the date of presentation of the Plan. The Sponsor reserves the right to amend this Section if such laws, or any of them, expire or are modified or repealed during this offering. A copy of each amendment to this Plan reflecting a change in the law will be furnished to all tenants after acceptance for filing.

13. After this Plan has been declared effective, Sponsor will, from time to time, fix one or more dates for closing title to Units for which Purchase Agreements are in effect. The First Closing will be held no sooner than thirty (30) days after the date upon which notice is given that the Plan is declared effective. If the Closing does not occur before January 1, 2017, the plan will be amended to offer purchasers a right of rescission. The Closing of title to each Unit will take place in accordance with the terms of the applicable Purchase Agreement. (See Section "Terms of Sale" for a more complete discussion of the events that will occur at each such closing of title.)

U. TERMS OF SALE

1. Deed and State of Title. Upon delivery to Sponsor of: (i) the balance of the Purchase Price, (ii) a Unit Owner's Power of Attorney in favor of the Condominium Board and Sponsor and (iii) a transferee affidavit or a transfer tax return in the form required to be filed with The City of New York, each of which must be executed and acknowledged by the Purchaser, the Sponsor will execute, acknowledge and deliver to the Purchaser a Bargain and Sale Deed with covenant against grantor's acts, conveying title to such Unit to Purchaser subject only to the title conditions set forth in Exhibit A to the Purchase Agreement. The Unit Owner's Power of Attorney and Deed will be substantially in the forms set forth in Documents No. 4 and No. 5 in Part II of the Plan.

2. At any time after the execution of a purchase agreement, the Sponsor may give the Purchaser thirty (30) days' Notice of Closing. However, the actual closing of title to each Unit shall take place only after, or concurrently with, the latest of the following events to occur:

   (i) issuance of a temporary or permanent certificate of occupancy for the Property or a temporary or permanent certificate of occupancy covering the Unit being purchased (if applicable).

   (ii) the Plan has been declared effective;

   (iii)the recording or filing, as required by law, of the Declaration, the By-Laws and the Floor Plans and such other documents as may be required by law;

   (iv)the existing mortgagee at the time of the conveyance of the first unit and at the time of the conveyance of each unit will release its lien on the condominium unit being conveyed and its interest in the common elements;

   (v) if the purchaser of such Unit so requests, the issuance of a title insurance binder insuring fee title to such Unit in the purchaser, at purchaser's expense, subject only to the encumbrances set forth in such purchaser's Purchase Agreement (all other liens will be removed or insured against enforcement or collection out of the Unit by Purchaser's title company prior to or at closing), which binder will also insure that a valid condominium has been created pursuant to the terms of the Condominium Act. (See Section O, "Unit Closing Costs and Adjustments" for an estimate of the cost to the purchaser to obtain such title insurance);

   (vi)purchaser being given the opportunity to inspect such Unit and other portions of the Property subject to the Declaration;

3. Damage to Units. If the Purchaser is or becomes the tenant or the occupant of the Unit before the closing of title thereto and, before such closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of losses not covered by insurance. Except as set forth in the preceding sentence, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the

same. The Sponsor will make a determination whether or not to repair damages within fifteen (15) days. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, the Purchaser will be refunded all purchase monies paid to Sponsor with interest earned thereon, if any, unless Purchaser is then in default thereunder (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed the Liquidated Sum) will be retained by Sponsor as and for liquidated damages. If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacements.

4. Title to each unit and its appurtenant interest in the common elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those described in the plan and the proposed unit deed. Title exceptions include the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable.

5. The Declaration of Condominium, By-Laws and floor plans for the condominium and such other documents as required by law, will be recorded or filed prior to the first conveyance of title to a unit in accordance with the New York Condominium Act or applicable state and local law in the Office of the City Register of the County in which the Condominium is located.

V. UNIT CLOSING COSTS AND ADJUSTMENTS

1. Closing Adjustments. At the closing of title to each Unit, Sponsor and the Purchaser shall apportion, as of midnight of the day preceding the closing: (i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the New York fiscal year beginning July 1st of the year for which assessed, including water charges and sewer rents (if separately assessed) and escrows for real estate taxes, if any; (ii) rent and other charges, if any, pursuant to a lease for, or tenancy of, such Unit; (iii) each purchaser's pro-rated share in the first year's insurance premium from the date of the closing until the end of the first year of condominium operation. This amount will be calculated in proportion to each purchaser's common interest and will be used to reimburse the Sponsor for payment of the first year's premium.

2. Closing Costs. At the time of title closing, each Purchaser of a Unit will pay certain closing costs in addition to the legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan.

   (i) If such Purchaser elects to obtain fee title insurance, he or she will pay a premium therefor to his or her title insurance company which will vary depending upon the amount of insurance requested. The Sponsor has been insured by Riverside Abstract Co., LLC, 3839 Flatlands Avenue, Brooklyn, NY 11234. The premium for fee title insurance, if ordered through a title insurance company (the purchaser is free to choose any title company, without penalty), should be $773.00 for the first $100,000.00 of fee insurance plus $4.36 for each $1,000.00 or fraction thereof of additional fee insurance up to $500,000.00 and $3.98 for each $1,000.00 or fraction thereof of additional fee insurance over $500,000.00. The premium for mortgage title insurance should be $654.00 for the first $100,000.00 of insurance plus $3.64 for each $1,000.00 or fraction thereof of additional insurance up to $500,000.00 and $3.31 for each $1,000.00 or fraction thereof of additional insurance over $500,000.00. Riverside Abstract Co., LLC: a) has updated the title search and has submitted the title report to the Attorney General of the State of New York with respect to this offering plan; and b) has been retained by the Sponsor to clear any title issues affecting the premises, and c) has been retained by the Sponsor to record the condominium declaration and any other documents requiring recording with respect to this offering plan. A copy of the title report will be furnished to the purchaser.

   (ii) A fee for recording the deed and Unit Owner's Power of Attorney of $32.00 for each instrument plus $5.00 per page, together with a service charge to the title company for such recording for a total of approximately $185.00;

   (iii)If Purchaser obtains a mortgage loan, Purchaser will pay:

      (a) a fee and service charge for recording the mortgage of approximately $200.00;

(b) a portion of the mortgage recording tax in the amount provided for by law (at the date of the Plan, the tax to the purchaser is 1.8% of the face amount of the mortgage for mortgages under $500,000.00, and1.925% of the face amount of the mortgage for mortgages over $500,000.00). (Note: The Lending Bank pays an additional 0.25%);

(c) Purchasers will pay a premium through the title company for the mortgage title insurance policy. In addition, such Purchaser shall pay the costs of filing the UCC-1 Financing Statements ($50.00), and will also pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser is entitled under Section 339-ee(2) of the Condominium Act. All such payments shall be made upon execution of the loan documents.

(d) all costs and expenses in connection with such loan in amounts determined by the lender, i.e., application, points, credit report, survey, appraisal, bank's attorney's fees, Residential and Condominium Endorsements (title insurance forms required by banks) and any other fees required by lender. Sponsor makes no representation or warranty as to such closing costs or expenses or as to the availability of such financing.

(iv) Although usually Seller's expense, purchaser shall pay the Real Property Transfer Tax due to The City of New York. This tax is in the amount of 1.425% of the total purchase price of the Unit for units over $500,000.00 and 1% of the total purchase price for units $500,000.00 or less. The Purchaser shall also pay for the New York State deed documentary stamps (currently $2.00 per $500.00, or fractional portion thereof of the purchase price) imposed by statute on transferors of property. For purposes of calculating the transfer taxes to be paid, consideration includes the transfer taxes paid by the purchaser. The sample calculation of taxes below includes tax on the consideration.

(v) Purchaser will be required to deposit with the Board of Managers four (4) months' estimated monthly common charges for his unit to be used as Working Capital.

(vi) Purchaser shall be obligated to pay the following fees to the law firm of sponsor's attorney: (i) $2,000.00 for services rendered in connection with the preparation of documents; (ii) $350.00 if the closing is held at any location other than sponsor's attorney's office; (iii) $200.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor's attorney on the purchaser's behalf; and (iv) $100.00 for each time the closing is rescheduled (for the costs to fix a new Closing Date and time, to coordinate the attendance of all persons, to re-date the closing documents and to recalculate the closing apportionments).

(vii) At closing, each purchaser shall pay to the Sponsor the sum of $2,500.00 to defray some of the Sponsor's costs of creating the condominium, e.g., architectural costs, filing fees, legal fees and other costs incurred in creating the condominium.

All fees are cumulative to the extent applicable to an individual Purchaser. If, for example, a Unit has a purchase price of around $550,000.00 a mortgage of $412,500.00, and title insurance, the following closing costs are estimated:

Owner's liability:	$2,310.00
Loan liability:	$538.00
Mortgage Tax Buyer's Portion:	$7,395.00
NY State Transfer Tax:	$2,242.00
NYC Tax:	$7,980.53
Municipals:	$295.00
Bankruptcy Search:	$50.00
Patriot's Search:	$20.00
Overnights:	$50.00
Condominium Endorsement:	$25.00
Environmental Endorsement:	$25.00
Escrow Service Fee:	$50.00
Mortgage Recording Fee:	$200.00
Deed Recording Fee:	$145.00
Transfer Tax Filing Fee:	$125.00
Legal fee to Sponsor's Attorney:	$2,000.00
E-forms (if applicable):	$100.00
2 months' estimated common charges:	$740.00
Paid to Sponsor for costs:	$2,500.0
TOTAL:	$26,790.53

3. In the event that units have not been separately assessed for real estate tax purposes prior to the closing of title to the first unit, the sponsor shall place in escrow in the name of the Board of Managers an amount equal to the real estate taxes which will be levied against the property for the six (6) month period following the first closing and will collect at each unit closing the estimated amount of taxes attributable to such unit. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment.

   In the event that the Unit has not been separately assessed for the then current fiscal tax year at the time of closing title, the apportionment of real estate taxes shall be based on the Unit's pro rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. Installments for tax assessments due after delivery of the deed (if any) shall be paid by the Purchaser and shall not be considered a defect in title.

W. RIGHTS AND OBLIGATIONS OF THE SPONSOR

1. The Sponsor is reserving the unconditional right to rent units rather than sell units. The Sponsors construction lender does not place any restrictions on the Sponsor with regard to renting units. Accordingly, there is no commitment by Sponsor to sell more than 15% or one (1) unit, which is necessary to declare the plan effective. In addition, the By-laws do not contain a provision that, after an initial Sponsor voting 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 Sponsor and its principal(s). Purchasers should note that owner-occupants may never gain effective control of the condominium.

2. In the event of a bulk sale by the Sponsor of all or some of its unsold units, the transferee successor sponsor will be bound by the Sponsor's representations regarding its commitment to sell units.

3. Sponsor shall be obligated to defend any suits or proceedings arising out of sponsor's acts or omissions and to indemnify the board of managers and the unit owners against any claim arising out of such act or omissions.

4. All representations under the offering plan, all obligations pursuant to the General Business Law, and such additional obligations under the offering plan which are to be performed subsequent to the closing date will survive delivery of the deed.

5. Sponsor and its Principals do not disclaimer or limit their liability, including any financial limitation for failure to perform any obligation imposed by applicable statute or regulation.

6. Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to unsold units. Sponsor represents that it has the financial resources other than income from projected sales (i.e.: from other holdings) to meet its obligations with respect to unsold units. No bond or other security has been furnished to secure sponsor's obligations.

7. Sponsor will cause the board of managers to maintain the property in substantially the same condition and manner as on the date of presentation until the sponsor no longer controls the board of managers.

8. If the Purchaser is or becomes the tenant or the occupant of the Unit before the closing of title thereto and, before such closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of losses not covered by insurance. Except as set forth in the preceding sentence, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the same. The Sponsor will make a determination whether or not to repair such damage within fifteen (15) days. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, the Purchaser will be refunded all purchase monies paid to Sponsor with interest earned thereon, if any, unless Purchaser is then in default thereunder (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed the

Liquidated Sum) will be retained by Sponsor as and for liquidated damages. If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacements.

9. Sponsor shall procure fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in schedule B.

10. In the event of the dissolution or liquidation of the sponsor or the transfer of ten (10) or more units or twenty percent (20%) or more of the total number of units in the condominium, whichever is less, the principals of the sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the sponsor for those units under the offering plan, applicable laws or regulations and in the event of dissolution or liquidation, the principals of the sponsor shall guarantee the performance of such obligations.

11. The Sponsor reserves the right to make changes or substitutions of materials or construction for items as set forth in the Offering Plan or Building Plan, provided any such changes are of equal or better value and quality, however, the Sponsor may not substitute equipment or materials of lesser quality or design.

12.

(a) Subsequent to the date a Unit Owner is given possession of, or closing of title to, his Unit, Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or formica chips and scratches, marks, breaks, or other blemishes in the following: windows, sliding glass doors, screens, electric fixtures, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, medicine cabinets, saddles, wood flooring, appliances, woodwork and doors. The Purchaser will have the right to inspect the unit for any defects prior to taking possession, but such defects are not the responsibility of the Sponsor. See the Purchase Agreement annexed as Document No. 2 in Part II of the Plan.

(b) Except as set forth in this paragraph 12, the Sponsor makes no undertaking or warranty and shall not be obligated to correct or repair any other defects or conditions in the Building, including (without limitation) the Units, the Common Elements and the Building systems, appliances and all other installations, apparatus, fixtures and appurtenances.

(c) Nothing contained in this paragraph 12 or elsewhere in the Plan shall be construed to render Sponsor liable for consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligation hereunder shall be to repair or replace (at Sponsor's option) any defective item of construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the plans and specifications), subject to the terms and conditions (and within the time limits) set forth in this paragraph 12 and

elsewhere herein.

13. No bond or other security has been furnished to secure sponsor's obligations including sponsor obligations to complete construction of the condominium.

14. Sponsor and its contractors, subcontractors, agents and employees will have a right of reasonable access to each Unit and its appurtenant Limited Common Elements and to all of the Common Elements and to all of the Common Elements for purposes of completing construction of the Building or performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan, provided (i) Sponsor repairs any resulting damage to the Unit and restores it to substantially the condition it was in prior to Sponsor's entry and (ii) Sponsor provides reasonable prior notice to the Owner of the Unit to which access is required.

General

Except for Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to any Unsold Units (for so long as Sponsor owns same), the foregoing sets forth the entire extent of the obligations of Sponsor under this Plan and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of purchasers relative to their Units under their respective Purchase Agreements. Sponsor makes no warranties other than as set forth in this section. The obligations of Sponsor under this section shall survive the delivery of the deeds to the respective Units. Sponsor shall not be liable for, or obligated to defend, any suits or claims with respect to any Unit arising out of any occurrence taking place on or after the date of the closing of title to such Unit or the leasing thereof to any purchaser or, with respect to the General Common Elements or Limited Common Elements, arising out of any occurrence taking place on or after the date of the First Closing, except suits or claims arising out of the acts or omissions of Sponsor or the representations made by Sponsor in this Plan or any obligations imposed by statutes and/or regulations.

Sponsor agrees to indemnify the Condominium Board and Unit Owners and hold them harmless from, and defend on their behalf, any suits or claims arising out of acts or omissions of Sponsor or the representations made by Sponsor in this Plan (i) with respect to the General Common Elements or Limited Common Elements (prior to the First Closing) and (ii) with respect to any Unit (prior to the Closing Date for such Unit).

Obligations of Sponsor under this section with respect to the Condominium, the General Common Elements or the Limited Common Elements shall be enforceable only by the Condominium Board on behalf of all Unit Owners. In no event shall any obligations of Sponsor to the Condominium be enforceable by individual Unit Owners unless the Condominium Board fails to take reasonable action to enforce such obligations within ninety (90) days following the giving of written notice of such claim by any Unit Owner to the Condominium Board.

NO BOND OR OTHER SECURITY HAS BEEN FURNISHED TO SECURE THE PERFORMANCE OF THE SPONSOR'S OBLIGATIONS SET FORTH HEREIN. THE ABILITY OF SPONSOR TO PERFORM ITS OBLIGATIONS WILL DEPEND UPON ITS

FINANCIAL CONDITION, WHEN AND IF IT IS CALLED UPON TO PERFORM. NO WARRANTY IS MADE THAT SPONSOR WILL BE FINANCIALLY ABLE TO PERFORM ANY OR ALL OF SUCH OBLIGATIONS.

X. CONTROL BY THE SPONSOR

As provided in the Bylaws, the Sponsor will control the board of managers for five (5) years after the closing of the first unit or until the unsold units constitute less than twenty five percent (25%) of the common interests, whichever is sooner (provided however, that the Sponsor may relinquish control at any time by calling a special meeting of the Unit Owners to elect a new Board of Managers). After the initial period of Sponsor control, a majority of the board of managers need not be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. During the period of Initial Control, the Sponsor shall designate a majority of the Board Members which would be three (3) Members and the remaining two (2) Board Members shall be elected by all Unit Owners, including the Sponsor. After the initial period of Sponsor control, the Sponsor shall have the same right to vote as all other Unit Owners and no additional voting rights. Within thirty (30) days of the expiration of the initial period of control, the Sponsor will call a special meeting of the Unit Owners to elect a new Board of Managers who will be elected based on the plurality of the votes. Each and every Unit Owner, including the Sponsor shall have a right to cast one (1) vote for each unit owned.

The Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required: (i) to comply with applicable laws or regulations, or (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer.

Additionally, Sponsor may exercise veto power over expenses other than those described in the previous sentence for a period of not more than two (2) years after the first closing or whenever unsold units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner.

The following is a detailed discussion of the implementation of the above paragraphs.

Under the Condominium By-Laws, set forth in Part II of the Plan, until the first sale of a Unit, the initial three (3) member Board of Managers shall be designated by the Sponsor. Within four (4) months of the first closing, a meeting will be held to elect a new Condominium Board consisting of five (5) Board Members. At such time, the Sponsor shall designate three (3) of the five (5) Board Members, who shall serve for the remainder of the sponsor control period. One of other two (2) Board Members will be a commercial board member appointed by the Owner of the Commercial unit(s) and the other Board Member will be elected by all Unit Owners, for a term of one (1) year. Elections for these seats on the Condominium Board shall be held annually. After the initial period of Sponsor control, the Condominium Board shall consist of five (5) members, each of whom will have one (1) vote. The term of office of each member of the Condominium Board (other than the Sponsor's appointed members) shall continue for one (1) year. Any member of the Condominium Board may resign his or her membership at any time by giving written notice thereof to the Condominium Board and, with respect to members of the Condominium Board designated as such. Notwithstanding anything to the contrary, however, each Condominium Board shall serve until a successor Board is elected and qualified.

At any regular or special meeting of Unit Owners after the initial control period of the Sponsor, any one or more of the members of the Board of Managers may be removed with or

without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created, provided notice of such proposed removal was given to the Board member and was specified in the notice of the meeting. Any member of the Board of Managers whose removal has been proposed shall be given an opportunity to be heard at the meeting. Officers may be removed at any meeting of the Board.

No members of the Board of Managers will receive any compensation from the Condominium for acting as such.

Y. BOARD OF MANAGERS

1. The affairs of the Condominium shall be governed by the Condominium Board, which shall consist initially of three (3) members designated by the Sponsor. Each member of the Board shall have one (1) vote. As provided in the By-Laws, the Condominium Board shall thereafter consist of five (5) members, each of whom will have one (1) vote. The first meeting to elect the five (5) member board will be held within four (4) months after the first closing and thereafter, board elections shall take place annually. One of other two (2) Board Members will be a commercial board member appointed by the Owner of the Commercial unit(s) and the other Board Member will be elected by all Unit Owners, for a term of one (1) year. The term of office of each member of the Condominium Board shall continue for one (1) year. After the initial period of sponsor control, board members may be a Unit Owner or a person designated by a Unit Owner. Any member of the Condominium Board may resign his or her membership at any time by giving written notice thereof to the Condominium Board and, with respect to members of the Condominium Board designated as such. Notwithstanding anything to the contrary, however, each Condominium Board shall serve until a successor Board is elected and qualified.

2. The bylaws do not include a provision that after the end of an 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 sponsor and its principals.

3. Except for the first meeting, the Unit Owners shall hold annual meetings on or about the anniversary of the first meeting and every anniversary thereafter, unless such date shall occur on a legal holiday, in which event the meeting shall be held on the succeeding business day. At each annual meeting, the Unit Owners shall conduct such business as may properly be conducted. In addition, special meetings of Unit Owners may be held from time to time, pursuant to Article 2 of the By-Laws, whenever necessary for the affairs of the Condominium.

4. The initial three (3) member Board will be comprised of Jonathan Weinberger and Steven Neuman, Principals of the Sponsor, and a business associate of the Principals of the Sponsor.

5. The Condominium Board may contract or effect other transactions with any member thereof, with any Unit Owner, with Sponsor, or with any affiliate of any of them at competitive rates without incurring any liability for self- dealing.

6. Every contract made by the Condominium Board, by any officer of the Condominium, or by any superintendent or Managing Agent of the Building, shall state (if obtainable) that (a) it is made only as agent for all Unit Owners, and the members of the Condominium Board or such officer, superintendent, or Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners), and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and (ii) such Unit Owner's interest in his or her Unit and its appurtenant Common Interest, unless otherwise provided by law.

7. All Unit Owners shall severally indemnify each member of the Condominium Board against any liability or claim, contractual or otherwise, except those arising out of the bad faith or willful misconduct of such member or that are contrary to law or the terms of the Declaration or the By-Laws. However, the liability of any Unit Owner on account of the indemnification of the Board of Managers will be limited to such proportionate share thereof as the Common Interests of such Unit Owner bear to the aggregate Common Interests of all Unit Owners.

8. Officers and members of the board of managers including those appointed by the sponsor or sponsor's designees serve without compensation.

9. Any officer may be removed, without cause, by vote of a majority of the Condominium Board at a meeting called for such purpose. While the Sponsor is in control, the Board may not be prohibited from removing members for cause. After the initial period of Sponsor control, a Board member may be removed by a majority of the Unit Owners with or without cause.

10. The presence, in person or by proxy, of a 51% majority of all Unit Owners shall constitute a quorum at all meetings of Unit Owners, and unless otherwise provided, the decision of a majority of the Unit Owners at a meeting at which a quorum shall be present shall be binding upon all of the Unit Owners. However, the Commercial Unit Owner shall be entitled to designate one (1) member of the Condominium Board.

11. In votes of the Unit Owners, each residential Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one (1) vote for each Unit owned. Unless otherwise provided, the affirmative 2/3 majority vote of the Unit Owners at which a quorum (51% of all unit owners) is present shall be binding upon all of the Unit Owners. In the case of a deadlock, the issue will be resolved by arbitration as provided in Article 10, Section 10.1 of the Bylaws, which provides that the arbitration board may cast a deciding vote to break the deadlock.

12. Generally, subject to certain exceptions and provided that any required consent of the Mortgage Representatives is obtained, any provision of the Declaration, the By-Laws, or the Rules and Regulations may be amended, modified, added to or deleted by the affirmative vote of seventy-five percent (75%) of the Unit Owners, taken in accordance with the By-Laws. However, for so long as Sponsor or its designee is the owner of one (1) or more Units in the entire Condominium, the Declaration, the By-Laws and the Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or such designee without the prior written consent of every Unit Owner affected by such amendment.

13. Powers and Duties of the Condominium Board: The Condominium Board shall have the powers and duties necessary for administration of the affairs of the Condominium (subject to the limitations set forth in the By-Laws), including, without limitation, the following:

    (i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, including, without limitation, as the Condominium Board shall deem necessary

or proper in connection therewith: (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel;

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership and operation of the Property as a residential condominium;

(iii)to maintain records with respect to the finances and the operation of the Condominium, including, without limitation: (a) detailed accounts of receipts and expenditures affecting the Property; (b) other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws; and (c) minutes and other records of all meetings held pursuant to the terms of these By-Laws;

(iv)to prepare and adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same;

(v) to determine the amount and establish the means and methods of payment of, and to collect, the Common Charges and Special Assessments from the Unit Owners;

(vi)to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) with respect to the borrowing of any sum in excess of $500,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years) in addition to the affirmative consent of a majority of the members of the Condominium Board, the affirmative consent of a majority of all Unit Owners shall be required; (b) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (c) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (vi) shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit;

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor;

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with

the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 hereof;

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws;

(xii) to accept the surrender of any Unit pursuant to the terms of paragraph (C) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiii) to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xv) to sell, lease, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to exercise the votes appurtenant to any such Unit;

(xvi) to adopt and amend the Rules and Regulations and to levy and collect fines against Unit Owners for violations of the same;

(xvii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners;

(xviii) to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and

the terms of such certificate of incorporation and by-laws;

(xix) to organize corporations to act as the designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a residential condominium;

(xx) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, renovation, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate;

(xxi) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or the By-Laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the same; and

(xxii) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and the By-Laws.

(xxiii) to execute, acknowledge and deliver any documents necessary for filing an appeal for reduction of assessment of real estate taxes on behalf of all the units in the Condominium, unless written notice is received by the Condominium Board from any Unit Owner not to do so on behalf of his or her condominium unit.

(xxiv) unless and until real estate taxes, water charges and sewer rents are billed directly to the Unit Owners by the New York City Department of Finance and/or the Department of Environmental Protection, the Condominium Board shall promptly pay such taxes, charges and rents as a Common Expense.

(xxv) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and the By-Laws.

The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Repairs, Alterations and Improvements to Common Elements

All painting, decorating, maintenance, repairs and replacements to the Common Elements, whether located inside or outside of Units, shall be made by the Condominium Board, which need not obtain the approval of the Unit Owners or of mortgagees of Units (regardless of the cost thereof), and the cost of the same shall be a Common Expense (unless necessitated by

the negligence, misuse, or neglect of a Unit Owner, in which case such Unit Owner will bear the entire cost thereof).

The cost of snow removal from Common Elements shall be a Common Expense. All maintenance and repairs to the Common Elements shall be performed by employees of the Condominium or by independent contractors.

Whenever, in the judgment of the Condominium Board, or the Sponsor the Common Elements shall require additions, alterations, or improvements costing more than $500,000.00, in the aggregate, in any calendar year, such additions, alterations, or improvements shall not be made unless the same have been approved by a majority vote of all the Unit Owners (including Sponsor, if it then owns any Unit) at a duly constituted Unit Owner's meeting and by the representatives of mortgagees of Units, if any, appointed pursuant to the By-Laws (the "Mortgage Representatives"). If approved, the Condominium Board may, in its discretion, assess each Unit Owner his or her pro rata share of the cost of such additions, alterations, or improvements according to his or her Common Interest, as part of the Common Charges. Any additions, alterations, or improvements costing $500,000.00 or less, in the aggregate, in any calendar year may be made by the Condominium Board without the approval of the Unit Owners or the Mortgage Representatives, if any, and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing, for a period of five (5) years after the closing of the first unit, or as long as Sponsor or its designee or both shall collectively own units representing at least twenty-five percent (25%) or more in number or in common interests, no additions, alterations, or improvements shall be made to the Common Elements, regardless of the cost thereof, unless the consent of the Sponsor or its designees is first obtained (so long as Sponsor or its designee or both shall collectively own Units representing at least twenty-five (25%) percent or more in number or in Common Interests), unless same is required by law or is necessary for the health or safety (but not the general comfort or welfare) of the residents of the Building.

Insurance

The Condominium Board shall maintain fire insurance policies insuring the Building (not including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and not including appliances or any furniture, furnishings, or other personal property supplied or installed by the Unit Owners or tenants of Unit Owners) and all service machinery contained therein), and covering the interests of the Condominium, the Condominium Board, the Unit Owners and the holders of all Permitted Mortgages (the "Permitted Mortgagee"), as their replacement value of the Building (exclusive of excavation and foundations), without deduction for depreciation. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the loss proceeds, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear; subject, however, to the loss payment provisions in favor of the Condominium Board and the Insurance Trustee (hereinafter defined) as set forth below. The cost of all such insurance shall be paid by the Condominium Board and shall be borne by the Unit Owners as part of the Common Charges.

The proceeds of all such policies of physical damage insurance shall be payable to the

Condominium Board. Such proceeds shall be applied for the purpose of repairing, restoring or rebuilding the Building, unless otherwise determined by Unit Owners. In no event shall such proceeds be paid to the holder of any mortgage placed by a Unit Owner on his or her Unit unless, in accordance with the provisions of Section 5.5 of the By-Laws, there shall be a determination not to rebuild the Building.

All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance or on invalidity arising from any acts of the insured and of pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' written notice to all of the insured, including Unit Owners, the Board of Managers and Permitted Mortgagees. Each Unit Owner shall be named as an additional insured on all such policies. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Permitted Mortgagees ten (10) days prior to expiration of the then current policies, and Unit Owner shall receive a certificate of such insurance. The insurance policies will provide that each Unit Owner is an additional insured party.

The Condominium Board shall also maintain, to the extent obtainable: (a) public liability insurance as to personal injury and property damage in such limits and amounts as the Condominium Board may from time to time determine, covering each member of the Condominium Board, and the Managing Agent or manager (if any) and each of the Unit Owners; (b) rent insurance in an amount equal to the Common Charges for one (1) year; (c) workers' compensation and New York State disability benefits insurance; (d) elevator liability and collision insurance (if an elevator is present); (e) hazard insurance; and (f) such other insurance as the Condominium Board may from time to time determine. Such public liability insurance will also cover cross-liability claims of one insurer against another. However, such insurance will not cover the individual liability of a Unit Owner arising from any occurrence within his or her own Unit.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board may determine. The cost of all such insurance shall be paid by the Condominium Board and shall be borne by all Unit Owners as part of the Common Charges.

Until the first meeting of the Condominium Board elected by the Unit Owners, the public liability insurance will be in an amount of $1,000,000.00 per occurrence or 2,000,000.00 aggregate covering all claims for personal injury or property damage in respect of any one occurrence, and the fire insurance will be at least in the amount set forth in Schedule B, the "Budget for the First Year of Condominium Operation." The Condominium Board shall review such limits annually.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation and provided, further, that the liability of the carriers issuing insurance procured by the Condominium Board shall not be affected or diminished by reason of any Unit Owner's other insurance. A Unit Owner should consider maintaining, at his or her own expense: (a) separate insurance on the contents (i.e.,

furniture and other personal property and belongings) in his or her Unit, in such amount as will be adequate to insure against loss by reason of fire or other casualty; and (b) liability insurance against claims for personal injury or property damage resulting from occurrences in his or her Unit.

Repair or Restoration after Fire or Other Casualty

Except as set forth in the next paragraph, in the event that the Building or any of the Common Elements thereof is damaged or destroyed by fire or other casualty, the Condominium Board will arrange for the prompt repair and restoration thereof.

If the insurance proceeds are insufficient to cover the cost of repairs or restorations of the building or any Common Elements thereof, the Condominium Board may assess all Unit Owners for such deficit as a Common Expense. Any surplus insurance proceeds shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to reduce unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

If a Unit is damaged by casualty and the proceeds of insurance obtained by the Condominium Board are not sufficient to cover the repair of the Unit, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Building will be an expense of the individual Unit Owner. In order to protect himself against the possibility of such an expense, the Unit Owner should obtain additional fire insurance coverage above and beyond that coverage maintained by the Condominium Board.

If seventy-five (75%) percent or more of the Building is destroyed or substantially damaged and if all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of the resulting sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in accordance with the factors set out in the New York State Condominium Act Section 339-i(1)(ii), which is based on the approximate proportion that the floor area of the unit at the date of the declaration bears to the then aggregate floor area of all the units, but such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all units in a part or parts of the common elements.

In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. No payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens. If Sponsor or its designee is then a unit owner, it will have the right to vote at any meeting of Unit Owners called for the purpose of deciding whether or not to proceed with the restoration or repair of the Building.

Units Acquired by the Condominium Board

All Units acquired or leased by the Condominium Board or its designee shall be held by the Condominium Board or its designee on behalf of all Unit Owners. Any rent, purchase price, closing costs and closing adjustments payable in connection therewith shall be assessed against all Unit Owners as a Common Expense. No Units held by the Condominium Board or its designee shall carry voting rights. See Section "Rights and Obligations of Unit Owners and Board of Managers", subsection "Right of First Refusal" for further details.

Termination of Condominium; Partition of Common Elements

The Condominium shall continue (unless terminated by casualty loss, condemnation, or eminent domain as provided by the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so by at least eighty percent (80%) of the vote, taken in accordance with the By-Laws. In addition, the written consent of the Mortgage Representatives, if any, shall be required before such vote is effective. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale resulting therefrom shall be divided among all Unit Owners in accordance with factors set out in the New York State Condominium Act Section 339-i(l)(ii), which is based on the approximate proportion that the floor area of the unit at the date of the declaration bears to the then aggregate floor area of all the units, but such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all units in a part or parts of the common elements. In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. Before paying any of the proceeds to a unit owner, the shares of such proceeds payable to such unit owner shall first be applied to the payment of any liens on his or her Unit, in the order of priority of such liens.

Reports to Unit Owners

All Unit Owners will receive annually copies of an annual report of the Condominium including a balance sheet and profit and loss statement certified by a certified public accountant (as long as the Sponsor is in control of the Condominium Board), a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the Annual Unit Owners' meeting. In addition, it is the obligation of the Board of Managers to give all Unit Owners annually a copy of the proposed annual budget of the condominium ten (10) days prior to the date set for the adoption of such budget.

Review of Real Estate Assessments

The Board of Managers will be responsible for reviewing, appealing and filing any documents necessary for obtaining a reduction in the tax assessment and will file such documents on behalf of all of the owners. Such owners shall execute any documents required for such filing.

After the Units have been separately assessed, tax review for each Unit will be the responsibility of the Unit Owner.

Covenant against Partition of Common Elements

The Common Elements are not subject to partition nor are they severable from the Units except in accordance with the Real Property Law.

Capital Reserves

The Condominium Board has the power to accumulate reserve funds for capital replacements or other purposes in accordance with the Declaration and By-Laws, as set forth in Documents 6 and 7 in Part II of the Offering Plan.

Compliance with Rent Laws

The Condominium Board shall operate the Property at the same level of services as those supplied on the date of recording the Declaration in accordance with the Rent Law except for those services that, under the Declaration or the By-Laws, are the obligation of Sponsor to provide to its Units. The Condominium Board shall not impose any charge or fee against the tenants and occupants of the Unsold Units owned by Sponsor or its designee for using the Common Elements or on account of any services provide to such tenants and occupants unless permitted by the rent laws. Such permitted charge or fee may be increased by the Condominium Board, but only to the extent allowed by the Rent Laws. Except for those services and obligations to be provided or performed by the Condominium Board as set forth in the Declaration and the By-Laws, Sponsor shall provide and perform all other services and obligations required by law to be furnished to tenants and occupants of the Unsold Units (including, but not limited to, painting the interior of such Units).

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

Sales and Leases of Units

Each owner of a Unit may sell or lease his or her Unit; provided, however, that such owner first gives the Condominium Board written notice of his or her intention to do so, which notice shall be accompanied by a fully executed copy of the contract of sale or lease, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or lessee.

Right of First Refusal

The Condominium Board, on behalf of the remaining Unit Owners, shall have the exclusive right to purchase the Unit within fifteen (15) business days after receipt of such notice of sale, or to lease the Unit within ten (10) business days after receipt of such notice of lease, on the same terms set forth in said contract or lease, all as more specifically set forth in Article 7 of the By-Laws. If the Condominium Board does not notify the Unit Owners of its election to purchase or lease the Unit, such Unit Owner will have sixty (60) days thereafter to consummate the sale or lease in accordance with the terms stated in the contract of sale or lease appended to such notice, failing which the Unit Owner will again be required to offer the same right of first refusal to the Condominium Board as provided above.

The Condominium Board may not exercise its option to purchase or lease any Unit unless those Unit Owners owning a majority of the aggregate Common Interests of all Units affirmatively vote in favor thereof, in person or by proxy, at a meeting of Unit Owners at which a quorum is present. If approval is given, the Condominium Board may assess each Unit Owner (other than the selling Unit Owner), in proportion to his or her Common Interests, an amount necessary to effectuate the purchase or lease. The Unit will be used for its legal use and the rent will be used to defray the operating expenses of the building. Each one of the Unit Owners may request that the Board of Managers offer the unit for sale through a broker. In the event that such unit is sold, the proceeds will be distributed to the Unit Owners in proportion to the amount of funds each Unit Owner provided for the purchase of the unit. In the alternative, the majority of the Unit Owners present at a Special Meeting may designate one of the Unit Owners to purchase the Unit being offered for sale and it will be the responsibility of such Unit Owner to raise the funds to purchase the Unit. The Unit will be used in such manner as any other Unit may be used.

Notwithstanding the foregoing, any Unit Owner may sell or lease his or her Unit to his or her spouse, adult child, parent, grandparent, parent-in-law, or adult sibling, or may convey his or her Unit by gift, devise it by will, or have it pass by intestacy to the aforementioned persons, without complying with the restrictions described above; provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, such restrictions.

Notwithstanding the foregoing, the Sponsor and/or its designee shall not be subject to a right of first refusal in favor of the Board of Managers with respect to Unsold Units.

The Board of Managers may not discriminate against any person on the basis of race,

creed, color, national origin, sex, age, disability, marital status or any other grounds prohibited by law.

Each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, such Unit Owner's (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) an undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and satisfied at or prior to closing. At the time of acquisition of a Unit and as a condition thereof, the new Unit Owner shall be required to execute, acknowledge and deliver a Unit Owner's Power of Attorney in favor of the Condominium Board and Sponsor, in the form set forth as Document Number 4 in Part II of the Plan, in accordance with Article 14 of the Declaration.

Mortgages of Units

Each unit owner has the right to mortgage his or her unit, provided that, with respect to Units other than the Unsold Units, the conditions with respect thereto set forth in Article 8 of the By-Laws are first complied with. As more fully set forth in said Article 8, these conditions include the requirements that:

(a) no Unit Owner shall be permitted to mortgage, pledge or hypothecate his or her Unit unless and until he or she shall have paid in full to the Condominium Board all unpaid Common Charges and special assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit;

(b) no Unit Owner shall execute any mortgage or other document mortgaging, pledging or hypothecating title to his or her Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein so that at all times, all of the Units interests in the Condominium shall remain and shall not be severed;

(c) any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan;

(d) Sponsor or its designee, as the owner of Unsold Units, shall have the right to mortgage the Unsold Units without any restriction or limitation

Capital Reserves

The Condominium Board has the power to accumulate reserve funds for capital replacements or other purposes to meet the needs of the Condominium in accordance with the Declaration and By-Laws, as set forth in Documents 6 and 7 in Part II of the Offering Plan.

There are no restrictions on these powers.

Common Charges: Assessment, Collection and Lien for Non-Payment

The Condominium Board will commence to collect the Common Charges upon the closing of title to the first Unit. Furthermore the Condominium Board will prepare and distribute to all Unit Owners, at least annually, a budget setting forth its projection of the Common Expenses for the coming fiscal year of the Condominium. Such Common Expenses will include, among other things:

(a) all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements;

(b) water charges and sewer rents in connection with the Building (unless the same are separately assessed to individual Units);

(c) real estate taxes and assessments levied with respect to the Property (until the same are separately assessed to individual Units); and

(d) amounts for such other items as the Condominium Board may deem proper (such as amounts for reserves, to make up deficits for prior years, to prepay indebtedness of the Condominium, or to purchase or lease Units).

Based upon such budget, the Condominium Board will promptly determine and advise each Unit Owner of the Common Charges payable by such Unit Owner during the ensuing fiscal year, which Common Charges shall represent a portion of the projected Common Expenses of the Condominium assessed to such Unit Owner pro-rated according to the Common Interest of his or her Unit.

Pursuant to the terms of Article 6 of the By-Laws, the Condominium Board has the right to revise its projection of the Common Expenses at any time and from time to time during any fiscal year of the Condominium. Any such revision may result in an increase or decrease in the amount of Common Charges payable by Unit Owners during such fiscal year. However, no such revision shall have a retroactive effect on the amount Common Charges payable by Unit Owners prior to the date of such new determination.

Unless otherwise determined by the Condominium Board, Common Charges will be payable in monthly installments, in advance, on the first day of each month. Any common charges not received by the 15th of the month will incur a $50 a month late fee. No Unit Owner will be relieved from liability for the payment of his or her Common Charges by waiving the use of any of the Common Elements or by mere abandonment of his or her Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a permissible sale and transfer, or other conveyance by him or her of such Unit.

Any Unit Owner may, by conveying his or her unit, without consideration, to the Condominium Board and complying with certain conditions set forth in the By-Laws in connection therewith, exempt himself or herself from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to his or her Unit and such Unit being free and clear of all liens and encumbrances other than any statutory lien for unpaid Common Charges. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing, unless:

(a) the aggregate Common Interests appertaining to the Unsold Units constitutes fifteen (15%) percent or less of the total Common Interests appertaining to all Units;

(b) at least five (5) years have elapsed since the First Closing; and

(c) at the time of conveyance, Sponsor shall pay the Condominium Board a sum equal to the product of the then current monthly Common Charges for the Unsold Units being conveyed multiplied by twenty four (24).

On a resale of any Unit, the purchaser of such Unit shall be required to pay unpaid Common Charges assessed against such Unit prior to his or her acquisition, except that a mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale shall not be liable, and such mortgaged Unit shall not be subject to, a lien for the payment of any Common Charges assessed subsequent to the recording of such mortgage and prior to the acquisition of title to such Unit by the mortgagee or a purchaser at a mortgage foreclosure sale and such assessments shall be the liability of the owner of the Unit at the time of the assessments. In the event that the Condominium Board forecloses its statutory lien on any Unit for unpaid Common Charges and the net proceeds of the foreclosure sale shall not be sufficient to pay such unpaid Common Charges, or if such Unit is acquired by a mortgagee or purchaser at a mortgage foreclosure sale, then, in either event, the defaulting Unit Owner shall remain personally liable for the balance of such unpaid Common Charges. The Condominium Board shall have the right to assess such unpaid balance amongst all those who are Unit Owners at the time that the same is levied.

Under the provision of Section 339-z of the Real Property Law and Article 6 of the By-Laws, the Condominium Board will have a lien, on behalf of all Unit Owners, on each Unit for unpaid Common Charges and expenses assessed against such Unit together with interest and costs thereon. All such liens, however, will be subordinate, to the extent required by applicable law, to any liens for real estate taxes and assessments on such Unit.

Any lien for unpaid Common Charges and expenses against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office and until all sums secured thereby, with interest and costs accrued thereon, shall have been fully paid, or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall be sooner. Such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a

mortgage on real property, or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing the lien.

In accordance with Section 339-aa of the Real Property Law, while the Sponsor is in control of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien on units in which Sponsor is more than thirty (30) days in arrears of common charges.

Failure by Non-Occupying Owner to Make Payments on its Unit

Section 339-kk of the Real Property Law of the State of New York (the "Condominium Act") applies to all condominium plans in existence after July 22, 1998. It is intended to provide financial protection for a condominium association if a non-occupying owner fails to make monthly payments for its units. The terms of Section 339-kk are as follows:

> For purposes of this section, "non-occupying owner" means a condominium unit owner who does not occupy the dwelling unit.
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> 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 60 days of the expiration of any grace period after they are due, the Condominium Board shall provide written notice to the tenant and the non-occupying owner that rental payments from the tenant shall be paid directly to the Condominium Board.
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> Such notice shall provide that commencing immediately and until such time as all such payments are made current, all rental payments due subsequent to the issuance of such notice are to be made to the Condominium Association at the address listed on the notice. However, where a majority of the Board of Managers has been elected by Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Condominium Board.
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> When such payments from the non-occupying owner are once again current, written notice of this fact shall be given within 3 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 Board's claim to rental payments pursuant to Section 339-kk shall be entitled to present facts supporting such position at the next scheduled meeting of the Board of Managers, which must be held within 30 days of the date that such Board receives notice that such owner seeks to dispute such claim.
>
> Nothing in Section 339-kk shall limit any rights of Unit Owners or of the Condominium Board existing under any other law or agreement.
>
> Payment by a rental tenant to the Condominium Board made in connection

with Section 339-kk 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.

Repair and Maintenance of Units and Common Elements

Each Unit and all portions of the Common Elements shall be kept in first-class (same as new, excepting normal wear and tear) condition, order and repair (and free of snow, ice and accumulation of water with respect to any terrace, patio, roof or other part of the Property exposes to the elements) by the unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work that is necessary in connection therewith. In the event that any Unit Owner fails to keep his or her Unit in such condition, the Condominium Board may, at the expense of such Unit Owner, enter his or her Unit to perform such acts as are necessary to cure such default. (See the subsection entitled "Rights of Access" for a further discussion).

Subject to the rights of existing tenants and other occupants of Unsold Units, each Unit Owner shall grant to the Condominium Board, the Managing Agent and/or any other person authorized by any of the foregoing a right of access (to be exercised in a reasonable manner) to his or her Unit for the purposes of: making inspections, removing violations against the Common Elements or any part of the Property, making general repairs, curing defaults by the Unit Owner and for other purposes permitted by the By-Laws.

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary: (a) in or to any Unit (other than the Common Elements contained therein) shall be performed by the Owner of such Unit at his or her sole cost and expense; and (b) in or to the Common Elements shall be performed by the Condominium Board as a Common Expense.

In connection with the foregoing, it should be noted that the exterior glass surfaces of all windows located in any Unit are to be washed and cleaned by the owner of such Unit, at such Unit Owner's sole cost and expense.

Notwithstanding the foregoing, however, all maintenance, repairs and replacements to the Common Elements, whether structural or non-structural, ordinary or non-extraordinary, that are necessitated by the negligence, misuse, or abuse of a Unit Owner, will be made by such Unit Owner at his or her sole cost and expense.

Alterations and Improvements of Units and Common Elements

Each Unit Owner shall have the right to:

(i) make alterations, additions, or improvements in the interior of his unit;

(ii) make alterations, additions, or improvements in the interior of to any part of the property allocated to his unit;

(iii) change the layout of his unit;

provided, however, that, with respect to any such alteration, addition, improvement or change in, to, of or upon a Unit:

(1) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto;

(2) the Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; and

(3) such alteration, addition, improvement or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property.

In the event that any unit is subdivided, the subdivided units shall jointly exercise and share the vote allocated to the original unit.

In connection therewith, the Condominium Board, on behalf of the Unit Owner, shall execute any applications to any departments or to any governmental agencies having jurisdiction thereof, for any and all permits required in connection the making of alterations, additions, improvements, or repairs in or to a Unit, provided however that Condominium Board approval shall be required prior to any work of a structural nature.

Alterations and Improvements of Common Elements:

Generally, all alterations, additions, or improvements in or to the Common Elements will be made by the Condominium Board, and the cost and expense thereof will be charged to the Unit Owners as a Common Expense.

Except as otherwise provided in the By-Laws, no Unit Owner may make any alteration, addition, improvement, or repair in or to the Common Elements.

Sponsor or its designee or the owners of the Units shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, other Unit Owners, or representatives of holders of mortgages on Units to:

(a) make alterations, additions, improvements, or repairs in or to any Unsold Unit or Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and

(b) subdivide, combine and change the boundary walls of Unsold Unit or Units. (See Section Changes in Prices and Units" for further discussion.)

However, no change will be made in the size or number of units and/or their respective percentages of common interest, and no material change will be made in the size or quality of common elements, except by amendment to the Plan and, when applicable, the declaration.

In addition, the sponsor may not substitute equipment or materials of lesser quality and design, nor may the Sponsor change the size, location of building or units, other improvements or common elements if such changes affect the percentage of common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change.

At the request of the Sponsor or its designee or the Unit Owner, the Condominium Board will execute any application or other documents required to be filed with any governmental authority having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair proposed to be made by the Sponsor or Unit Owner, at which time Sponsor or the Unit Owner shall execute an agreement to indemnify and hold harmless the Condominium Board and the Unit Owners from any expense or liability by virtue of the execution of the application or such other documents.

Insurance Coverage

The following insurance is available for the Property for the first year of condominium operations as set forth in a letter dated August 12, 2015 from Fairmont Insurance Brokers Ltd., a licensed insurance broker with an address 1600 60th Street, Brooklyn, New York 11204:

Items Covered	Coverage Limits
Building All-risk 100% Replacement Cost No Co-insurer	$4,950,000
Maintenance Fees	$462,000
Rent Income	Up to one year's common charges
Deductible	$5,000
Building Ordinance A, B, C	$1,000
Deductible	$5,000
Flood	$1,000,000
Deductible	$25,000
Quake	$4,950,000
Deductible	10%
Crime and Fidelity	$100,000
Deductible	$5,000

Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Directors and Officers Liability	$1,000,000
Umbrella	$5,000,000 per occurrence; $5,000,000 aggregate
PROJECTED ANNUAL PREMIUM	**$21,000**

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

The proceeds of all such policies of physical damage insurance shall be payable to the Condominium Board. Such proceeds shall be applied for the purpose of repairing, restoring or rebuilding the Building, unless otherwise determined by Unit Owners. In no event shall such proceeds be paid to the holder of any mortgage placed by a Unit Owner on his or her Unit unless, in accordance with the provisions of Section 5.5 of the By-Laws, there shall be a determination not to rebuild the Building.

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

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

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

Restrictions on the Use of Units

As more fully set forth in the Declaration and in the By-Laws, each Unit may be used in accordance with the use permitted by local law and zoning regulations and the Certificate of Occupancy.

No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Building unless, in each instance, the same shall have been expressly consented to in writing by the Condominium Board or the Managing Agent, which consent shall not be unreasonably withheld. There are no aesthetic controls in the building. The units and common elements are limited to residential use and no business or professional use may be carried on in the units. Such limitations are more restrictive than those applicable to the Sponsor. The Sponsor may, without obtaining the consent of the Condominium Board or the other Unit Owners, use any one or more of such Units as model units and sales and/or promotion offices in connection with the sale of the Unsold Units or for any other purpose, subject only to compliance with current laws, statutes or regulations.

A Unit owned or leased by an individual, corporation, partnership, fiduciary, or other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including officers, directors, stockholders, or employees or corporate fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such entity, respectively, or by members of the immediate family or guests of any of the foregoing. However, the foregoing restriction shall not apply to Unsold Units.

No nuisance, or immoral, improper, offensive, or unlawful use, shall be allowed in the Building or any portion thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whomever shall have the obligation to maintain or repair such portion of the Property. The Rules and Regulations of the Condominium, which govern the use of all of the Units, may be amended from time to time by the Condominium Board, provided that copies of such amendments are furnished to each Unit Owner prior to the time that they become effective. For further discussion, see the "Addendum to the Bylaws - Rules and Regulations" attached as part of Document No. 8 in Part II of the Plan.

Rights of Access

As more fully set forth in the By-Laws, the Condominium Board, and the Managing Agent, superintendent and other persons authorized by the Condominium Board, will have a right of access to any Unit for the purposes, among others, of making inspection of, or removing violations of governmental laws or regulations against any part of the Property, curing defaults committed by the owner of such Unit under the Condominium Documents, or correcting conditions originating in any Unit and threatening another Unit or any Common Element. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of performing certain

alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan.

Self-Help

In the event that any Unit Owner fails to maintain or repair parts of the Building required to be maintained or repaired by such Unit Owner, or in the event of any breach of the Condominium Documents, then, as set forth in Article 9 of the By-Laws, the Condominium Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

Mechanic's Liens

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the Common Elements except with the unanimous consent of all Unit Owners. Liens may arise or be created against only the several Units and their respective Common Interests. A lien for labor performed in, or materials supplied to, a Unit may be filed against the Unit of an owner who has expressly requested or consented to the performance of such work or the supplying of such materials, but may not be filed against the Unit of any other owner who has not expressly requested or consented to the same, except in the case of emergency repairs. No labor performed in, or materials furnished to, the Common Elements shall be the basis for a lien thereon, but all Common Charges received by the Condominium Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request, or with the consent of, the Condominium Board or the Managing Agent.

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

Each Unit Owner must strictly comply with the provisions of the Condominium Documents, including, but not limited to: the Declaration, By-Laws, or any other rules, regulations or requirements promulgated by the Condominium Board, and as the same may be amended, modified, deleted, or added to from time to time pursuant to the terms thereof. Failure to strictly comply is grounds for an action for damages, including but not limited to attorney's fees, late charges and interest at the highest legal rate allowable, or injunctive relief, or both.

AA. REAL ESTATE TAXES

After the units are separately assessed, each unit will be taxed as a separate tax lot for real estate tax purposes and that the unit owner will not be responsible for the payment of, nor will his or her unit be subjected to, any lien arising from the nonpayment of taxes on other units.

In the event that the units are not separately assessed at the time of the closing, the following procedure will be applicable:

The sponsor shall place in escrow in the name of the Board of Managers an amount equal to the real estate taxes which will be levied against the property for the six (6) month period following the first closing and will collect at each unit closing the estimated amount of taxes attributable to such unit. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment.

To the extent that the taxes have been paid by the condominium for the initial period, there will be an adjustment made at the time of the closing in the amount of the prepaid taxes with respect to this unit. The adjustment will be based on the percentage common interest allocated to the unit.

The unit owner will be required to pay the entire amount of tax allocated to his unit at the time that the Board of Managers is required to make its real estate tax payment to the City of New York. The allocation for taxes will be based on the unit's percentage of common interest allocated to the unit.

Taxes are assessed by the Real Property Assessment Bureau of the Department of Finance of the City of New York. The tax assessments of condominium apartment buildings are governed by Section 581 of the Real Property Tax Law. This law requires the tax assessor to disregard the condominium form of ownership in valuing such properties and to value the building in the same manner as similar but non-condominium owned rental buildings.

Based upon the current assessed value of the property, $574,290.00, and the new tax rate of 12.855%, the real estate taxes for the condominium for the first year of operations are projected to be $73,825.00. The assessed valuation for the first year of operations is projected to hold at $574,290.00.

The estimated date of completion and reassessment is July 1, 2016. The projections of taxes due for the first year of condominium operation are based on the new real estate tax rate of 12.855%. However, it is not possible to accurately determine what the increase in actual assessed valuation will be and it is equally impossible to predict any future increases in real estate tax rates which may affect the amount of tax due on the property.

Estimated real estate tax assessments are determined using various factors including sales price, square footage, location of the unit, availability of limited common elements and/or access to common elements. No assurances can be given that the taxing authorities will assess the

building and allocate the assessments in the same manner and the actual assessments may not be in the same proportion as the common interests set forth in the Schedule A in Part I of this Plan.

See Schedule A for the estimated real estate taxes for the units for the first year of condominium operation. Since actual figures are not currently available, the figures set forth in Schedule A are based on estimated data.

As of December 2015, no tax certiorari proceedings are pending on the premises.

Review of Real Estate Assessments

The Board of Managers will be responsible for reviewing, appealing and filing any documents necessary for obtaining a reduction in the tax assessment and will file such documents on behalf of all of the owners. Such owners shall execute any documents required for such filing.

After the Units have been separately assessed, tax review for each Unit will be the responsibility of the Unit Owner.

THERE IS NO ASSURANCE THAT THE TAXING AUTHORITY WILL ASSESS THE MINIMUM TAX PAYABLE WITH RESPECT TO THE UNITS, IF ANY, IN PROPORTION TO EACH UNIT'S COMMON INTEREST (AND IF NOT SO ASSESSED, UNITS HAVING THE SAME COMMON INTEREST MAY PAY DIFFERENT REAL ESTATE TAXES).

Real Property Tax Benefits

The building does not currently receive tax benefits under section J-51 of the New York City Administrative Code or section 421-a of the Real Property Tax Law. Additionally, Purchasers should note that Sponsor is not applying for Real Property Tax Benefits.

Miscellaneous

Tenant Purchasers currently residing in units subject to rent stabilization are referred to the section of this Plan entitled "Rights of Existing Tenants."

BB. INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE 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 ascertain discretionary powers over the operating expenses and the application of the assessments. While there is presently no direct authority as to the tax status of the Condominium for Federal Income Tax purposes, Sponsor's Counsel is of the opinion that the Condominium will not be treated as an association taxable as a corporation, due to the fact that it will qualify as an exempt homeowner's association under section 528 of the IRS code. As a result, the condominium may not be subject to Federal corporate income tax on its taxable income, if any.

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

CC. OPINION OF COUNSEL

The Law Office of Jay Lichtman P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

November 24, 2015

The 2107 Bedford Avenue Condominium
2107 Bedford Avenue, Brooklyn, New York

Re: Offering Plan ("Plan") for the Condominium Ownership of the Premises known as 2107 Bedford Avenue, Brooklyn, New York (the "Property")

Gentlemen:

You have requested our opinion with regard to certain Federal, New York State and New York City income tax matters relating to a person ("Unit Owner") who purchases a condominium unit ("Unit") under the Plan.

In connection with this opinion, we have reviewed the Plan including the exhibits thereto and such other documents as we considered necessary for the purposes of this opinion.

The opinion expressed herein is based upon the assumptions that the Plan becomes effective and is consummated in accordance with its terms and condominium ownership of the Property is validly established. All terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan.

I. Tax Deductions for Unit Owners

Under the Plan:

(1) a Unit Owner will receive legal title in fee simple to the Unit coupled with ownership of an individual interest in the land and appurtenances and all other parts of the Building held in common with other Units Owners in its building (the "Common Elements");

(2) each Unit will be a separate tax lot for the purposes of The New York City real estate tax, and the Unit Owner will be directly liable to The City for the real estate tax assessment with respect to his Unit, but not with respect to any other Unit;

(3) subject to certain restrictions as to form, a Unit Owner may mortgage his Unit as he wishes, and will be individually liable for payment of principal and interest (and/or finance charges) on such mortgage but the Unit will not be subject to the lien of any mortgage placed on other Units; and

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(4) a Unit Owner may separately transfer his Unit subject, with certain exceptions, to certain rights of the Condominium Board of his building.

Accordingly, it is our opinion that a Unit Owner who itemizes deductions will be entitled to deduct, for Federal income tax purposes, real estate taxes assessed against his Unit as well as interest on any mortgage indebtedness secured by his Unit.[1] See Sections 163 (interest) and 164 (taxes) of the Internal Revenue Code of 1986, as amended (the "Code"); Revenue Ruling 64-31, 1964-1 (Part I) Cum. Bull. 300.[2] These expenses will be deductible when paid or accrued in accordance with the Unit Owner's method of accounting. In addition to the interest and real estate tax deductions discussed above, a Unit Owner who uses all or part of his Unit in the conduct of his trade or business or for the production of income may deduct a portion of common charges allocable to such use. Each such Unit Owner will be entitled to deduct cost recovery on his Unit (similar to depreciation), computed separately and based upon the cost of his Unit (see Code Section 1012). Such deduction may be determined under Code Section 168 by using the straight-line method or under ACRS tables which approximate the use of 175% declining balance method, switching to straight-line recovery in later years. The excess of accelerated cost recover deductions over deductions computed using the straight-line method is an item of tax preference and may result in Unit Owners incurring alternative minimum tax. The amount of permitted deductions have been modified by the Internal Revenue Code 1986. The deduction of Common Charges is limited to that portion which does not exceed the Unit Owners' share of expenses paid or incurred through the Condominium and which would constitute trade or business expenses under Code Section 162 or would constitute expenses for the production of income under Code Section 212, if they were paid directly by the Unit Owner. Common Charges may exceed the deductible amount to the extent that Common Charges are used by the Condominium Board to finance capital expenditures or reserves. The amount used to fund capital expenditures or reserves are not deductible and must be capitalized by Unit Owners, increasing the basis in the Unit and thus the cost recovery deduction available for that Unit.

II. Tax Treatment of Condominium and Board of Managers

Under the Plan, each Condominium, via the Board of Managers, will determine, assess to, and collect from, its Unit Owners, in proportion to their respective Common Interests, the

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[1] However, the Internal Revenue Code of 1986, as amended, provides that if the Unit Owner has more than two (2) residences, he/she will not be able to deduct his/her interest of his/her condominium unit loan. See section "Taxes: Deductions to Unit Owners and Tax Status of the Condominium."

[2] The New York State and City tax laws incorporate by reference Federal itemized deductions in regard to resident individuals (see N.Y. Tax Law Section 615; N.Y.C. Admin. Code Section T46-115.0) and for corporations (see N.Y. Tax Law Section 208.9; N.Y.C. Admin. Code R46-2.0.8). Hence, all Federal authorities hereinafter referred to should, for the most part, apply under the New York State and/or City income tax statutes and to the extent that deductions are permitted for Federal tax purposes, they will be permitted for New York State and New York City tax purposes. It should be noted, however, that (i) for New York State and New York City income tax purposes, the interest and real estate tax deductions discussed herein may be reduced for a taxpayer who has certain specified items of tax preference (see N.Y. Tax Law Section 622; N.Y.C. Admin. Code Section T46-122.0); and (ii) for Federal income tax purposes, a Unit Owner may be liable for an alternative minimum tax based upon certain deductions taken (including interest on mortgages) (see Section 55 of the Internal Revenue Code). New York State also imposes a minimum tax based on certain Federal tax preference items including adjusted itemized deductions. See N.Y. Tax Law Sections 601-A and 622.

Common Charges to pay the costs and expenses of operating, repairing and maintaining the Common Elements of that Building.

The tax status of the Condominium Board is uncertain and turns upon whether the Condominium Board is treated as a mere conduit for Unit Owners or as an association taxable as a corporation.

If the Condominium Board is deemed to be the conduit for the Unit Owners, all income of the Condominium, such as investment income earned on interim investments or rent on any Unit it acquires, less the applicable expenses of earning such income, will be deemed income to the Unit Owners and taxable to them. However, Common Charges will not be considered income to the Condominium Board.

The Service, however, may take the position that the Unit Owners, acting through the Condominium Board, constitute an association taxable as a corporation (an "Association")[3] because of, e.g.:

(1) the Board's centralized management powers over the Building;

(2) the attempt to limit contractual liability of Unit Owners, for the contracts entered into by the Condominium, to the Unit Owners' proportionate share of such liability in accordance with their common interest in the entire Condominium; and

(3) the possibility of perpetual life. (See Treas. Reg. 301.7701-2, and discussion in Shapiro, Commercial Condominiums: Tax Considerations for Unit Purchasers and the Association, 41 J. TAXATION 204, 206-08 (Oct. 1984) and Wolitzer, Condominium -- Organization, Taxes and Accounting, XL N.Y.C.P.A. 893, 899-900 (Nov. 1970).)

If the Condominium were treated as an association taxable as a corporation it would be subject to Federal income tax on the excess of the portion of its receipts including Common Charges and laundry concession income which is deemed to constitute gross income over any deductible expenses.

To the extent that any portion of the Common Charge receipts is segregated and used to finance specified capital expenditures or reserves, said portion may be excluded from gross income of the Association. (See Rev. Rul. 74-563, 1974-2 Cum. Bull. 38; L.R.B. 1974-47.6; and Lake Petersburg Ass'n v. Commissioner, 33 CCH Tax Ct. Mem. 259 (1974)). In such event, the Unit Owners might be required to pay further Common Charges to fund the Federal income tax liability of the Association. Any such Common Charges would probably be deemed to constitute additional gross income to the Association -- upon which further Federal tax would be owing. See Old Colony Trust Co. v. Commissioner, 279 U.S. 716 (1929), and cf. Rev. Rul. 74-75, 1974-1 Cum. Bull. 19.

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[3] If such an association were found to exist, it is our view that it would not constitute a tax exempt organization under Section 501(c) as an organization operated exclusively for the promotion of social welfare (cf. Rev. Rul. 74-99, 1974-1 Cum. Bull. 131).

In an effort to resolve the above uncertainty, Section 528 was added to the Code, pursuant to which the Condominium Board may, if qualified, elect to exclude from income the Common Charges payable by Unit Owners. (New York State and New York City have not adopted a similar statute.) This exemption is available to the Condominium Board only if:

(i) 60% or more of the gross income for the taxable year is received as fees or assessments from owners of Units ("Exempt Function Income"); and

(ii) 90% or more of the expenditures for the taxable year are for management, acquisition, maintenance and care of the Common Elements.

(iii) 85% or more of the total square footage of all Units within the Condominium must be used by individuals for residential purposes; and

(iv) No part of the net earnings may inure to the benefit of any private individual except through the rebate of excess assessments or indirectly through the acquisition, management and maintenance of association property.

A Condominium meeting the requirements of Section 528 of the Code and electing to be exempt from federal income tax on exempt function income would be taxable at corporate rates, with some minor modifications, on the amount by which its non-exempt function income exceeds the amount of allowable deductions which are directly connected with the production of such income.

It is our opinion that the Condominium will meet the requirements for election of Section 528 during its first year of operation. Thus the Condominium may make such election during the first year if it is advantageous. However, since the requirements for election under Section 528 are applied annually it cannot now be determined whether the Condominium may elect Section 528 treatment in any subsequent tax year.

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those explicitly discussed in this opinion. Nor do we express any view as to the tax status and tax consequences of the Plan under the laws of any other U.S. or foreign jurisdictions. This opinion does not deal with tax consequences which may result to a foreign Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences which may arise if Units are acquired and/or leased by the Condominium Board or with respect to whether a Unit Owner may be deemed a resident of New York City due to ownership of a Unit. We therefore strongly advise each person contemplating the purchase of a Unit to consult his own tax advisor as to all such tax matters (including the tax matters discussed in this opinion).

We make no warranty that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of The City of New York will accept any or all of the views stated above. Moreover, the Federal, State and City tax laws and regulations (and the rulings and decisions thereunder) may change and thereby affect, in whole or in part, the views stated above.

IN OUR OPINION, EACH UNIT OWNER WILL BE ENTITLED TO INCOME TAX DEDUCTIONS AS DESCRIBED ABOVE. HOWEVER, THIS OPINION IS NOT A GUARANTEE; IT IS BASED UPON 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 BASE THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL THE SPONSOR, THE SPONSOR'S COUNSEL, THE CONDOMINIUM BOARD, COUNSEL TO THE CONDOMINIUM BOARD, 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 ON WHICH COUNSEL RELIED WHICH CAUSE THE CONDOMINIUM TO CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE NEW YORK STATE TAX LAW, AS AMENDED.

We consent to the incorporation of this opinion in the Plan.

Very truly yours,

The Law Office of Jay Lichtman P.C.

By: _____
Jay Lichtman

Phone: (347) 504-1724 EFax: (917) 688-2553 E-mail: Jay@Jaylichtmanlaw.com

The Law Office of Jay Lichtman P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

Re: The 2107 Bedford Avenue Condominium
2107 Bedford Avenue, Brooklyn, New York
Condominium Offering Plan
Compliance with Real Property Law § 339-i

To Whom It May Concern;

Pursuant to your request, I have received the allocation of Percent Common Interests (PCI) as set forth on the Schedule A to the offering Plan.

Based solely on my review of the Schedule A of the Offering Plan, the New York State Condominium Act and the Rules and Regulations, as well as the validity and correctness, without further independent investigation, of an opinion letter set forth in the Offering Plan as required by NYCRR section 20.3(i), from King David international Realty I have determined that the method selected for calculating the percentage of common interests in the condominium is in accordance with the Real Property Law section 339-i(1) is subparagraph (ii), which provides:

> The common interest of each of the Units have been allocated based upon the approximate proportion that the floor area of the unit at the date of the declaration bears to the then aggregate floor area of all the units, but such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all units in a part or parts of the common elements.

Very truly yours,
The Law Office of Jay Lichtman P.C.

By: _____
Jay Lichtman

Phone: (347) 504-1724 EFax: (917) 688-2553 E-mail: Jay@Jaylichtmanlaw.com

DD. RESERVE FUND

Within thirty (30) days after the first closing, Sponsor shall establish and transfer to the condominium board of managers, a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of the building. Such reserve fund shall be exclusive of any other funds required to be reserved under the plan or applicable law or regulation of the state attorney general. Such reserve fund also shall be exclusive of any working capital fund and shall not be subject to reduction for closing apportionments.

Current New York City law (N.Y. ADC. LAW § 26-703) requires the reserve fund to be either:

1. three percent (3%) of the total offering price for the units; or

2.

   a. three per cent of the actual sales price of all condominium units sold by the Sponsor at the time the plan is declared effective, provided, however, that if such amount is less than one percent (1%) of the total price, then the fund shall be established as a minimum of one percent (1%) of the total price; plus

   b. supplemental contributions to be made by the Sponsor at a rate of three per cent of the actual sales price of condominium units for each unit held by the Sponsor and sold to bona fide purchasers subsequent to the effective date of the plan and within five (5) years of the closing of the conversion pursuant to this Plan notwithstanding that the total amount contributed may exceed three percent (3%) of the total price; and provided, further, that if five (5) years from thirty (30) days after the closing of the first unit pursuant to this Plan the total contributions by the Sponsor to the fund are less than 1three percent (3%) of the total price, the Sponsor shall pay the difference between the amount contributed and three percent (3%) of the total price. Supplemental contributions shall be made within thirty (30) days of each sale.

The above contributions required may be made earlier or in an amount greater than so provided. Sponsor may claim and receive credit against the mandatory initial contribution to the reserve fund for the actual cost of capital replacements which he or she has begun after the plan is submitted for filing to the state department of law and before the plan is declared effective; provided, however, that any such replacements must be set forth in the Plan together with their actual or estimated costs, and, further provided, that such credit shall not exceed the lesser of the actual cost of the capital replacements or one per cent of the total price. Sponsor has plans to make such improvements; when Sponsor makes such improvements and elects to take such credit, the Reserve Fund will consequently be diminished by that amount. If Sponsor so elects, Sponsor will set forth the 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 five (5) from

the date of this offering.

While the Sponsor is in control of the Board of Directors, the Reserve Fund 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.

EE. WORKING CAPITAL FUND

At closing of title to each Unit (except for the Superintendent's Unit; see section "Superintendent's Unit" for more details), the Unit Owner for such Unit will contribute to the working capital fund of the Condominium an amount equal to four (4) months common charges (see section "Closing Costs And Adjustments"). The Sponsor will not be responsible for this contribution, however, on unsold units. 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 section "Control by the Sponsor"), the Working Capital Fund may be used to reduce estimated Common Charges.

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

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

FF.IDENTITY OF PARTIES

Sponsor/Selling Agent and Managing Agent

The Sponsor and Selling Agent is 2107 Bedford LLC, a New York limited liability company formed on June 6, 2005, with an address at 85 Delancey Street, New York, New York, 10002. The principals and managing members of the Sponsor are Jonathan Weinberger and Steven Neuman. Mr. Weinberger and Mr. Neuman are owners and investors in real estate and have experience in being a Sponsor and Selling Agent in occupied conversions (see below).

Neither the Sponsor nor its principals have any felony convictions, injunctions or judgments which are material to the Offering Plan.

Sponsor will also be the Managing Agent for the first year of condominium operations.

Prior Offerings for the Sponsor and Principal

The Sponsor has not previously been the Sponsor of any prior offerings. The Principals of the Sponsor have previously been the principals of the sponsor on the following offerings:

PLAN	ADDRESS	FILE NUMBER	FILED
The 1912 Avenue H Condominium	1912 Avenue H 839 East 19th Street Brooklyn, New York 11230	CD10-0207	9/6/2011
The 35 & 41 Clarkson Avenue Condominium	35 & 41 Clarkson Avenue Brooklyn, New York 11226	CD12-0061	3/13/2013
The 2525 Beverly Road Condominium	2525 Beverly Road Brooklyn, New York 11226	CD15-0197	Pending

Offering Plans for the above properties are on file with the Department of Law and are available for public inspection or will be available upon acceptance for filing. The Principals of Sponsor own an interest of greater than 10% in the above properties, are current in their obligations to the same and do not own an interest of 10% or greater in any other condominiums or cooperatives.

Attorneys

The Sponsor is represented by The Law Office of Jay Lichtman P.C., 68 Jay Street, Suite 420, Brooklyn, New York 11201 in connection with this Offering Plan and the recording of the Declaration of Condominium. The offering plan was prepared by Jay Lichtman, Esq. The Sponsor will be represented by Fink and Zelmanovitz, P.C., 3839 Flatlands Avenue, Suite 206, Brooklyn, New York 11234 in connection with the sales and closings of the units.

The Condominium does not have independent legal counsel. IT IS SUGGESTED AND EXPECTED THAT EACH PURCHASER WILL CONSULT WITH AND BE REPRESENTED

BY HIS/HER OWN COUNSEL IN CONNECTION WITH THIS OFFERING.

Selling Agent

Sponsor will also be the Selling Agent for this Plan. Selling Agent has experience in selling condominiums. Selling Agent does not have any felony convictions, injunctions or judgments which are material to the Offering Plan.

Engineer/Architect

Oscar P. Walters, Jr., P.E., of Demerara Engineering, PLLC with an address at 160 Pearl Street, 2nd Floor, New York, New York 10005, a licensed Professional Engineer, has rendered the Floor Plans of the Property and has rendered the report thereof as set forth in Part II. The architect has been involved in the planning and development of condominiums and the drafting of architectural drawings and reports for such condominiums in New York City and particularly in the Borough of Brooklyn, for over five (5) years. The architect has no financial interest in the Property, the Sponsor, the Condominium or any other party interested in this transaction, except for its fee for services rendered in connection with such report.

Preferred Mortgagee

The Sponsor's Preferred Mortgagee is Bank of America Home Loans, NMLS#589997, Patrick McCarthy, Mortgage Loan Officer, Mortgage Loan Officer, Bank of America Home Loans, NMLS#589997, Office: (646) 556-4123, Cell: (917) 596-4523, Fax: (866) 517-5207, Email: Pmccarthy3@bankofamerica.com. Neither the Sponsor nor the principal of the Sponsor has a prior relationship with Sponsor's Preferred.

GG. SPONSOR'S PROFIT

Sponsor acquired the Property in July of 2005. It is anticipated that if all units are sold at the offering price set forth in the Schedule A, Sponsor will make a profit on the conversion. However, the extent of the profit cannot currently be projected, since the amount of the profit can be significantly affected by factors involved in the sales process.

HH. REPORTS TO UNIT OWNERS

It is the obligation of the board of managers of the condominium to give all unit owners annually:

1. A financial statement of the condominium prepared by a certified public accountant or public accountant by June 30 covering the previous year ending December 31. Such statement shall be certified while Sponsor is in control of the board of managers; and

2. Prior notice of the annual unit owner's meeting; and

3. A copy of the proposed annual budget of the condominium by ten (10) days prior to the date set for adoption thereof by the board of managers. Such budget shall be certified while the sponsor is in control of the board of managers.

II. DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-eeee of the New York General Business Law, copies of the Plan and all exhibits and documents referred to herein shall be available for inspection by prospective purchasers and by any person who shall have purchased a Unit offered under the Plan or shall have participated in the offering of such Unit, at The Law Office of Jay Lichtman P.C., attorney for the Sponsor, 68 Jay Street, Suite 420, Brooklyn, New York 11201, during convenient weekday hours and shall remain available for such inspection for a period of six (6) years from the First Closing. There will be a charge of forty cents ($0.40) per page for copying any documents. The Plan and all other exhibits and documents referred to herein shall also be available for inspection and copying by appointment (at a current charge of $0.25 per page) at the Department of Law, 120 Broadway, 23rd Floor, New York, New York 10271. In addition, a set of the floor plans showing the layout, locations, and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed with the Register's Office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-Laws will be recorded in the Register's Office prior to or concurrently with the first closing and a copy of same will be provided to the Board of Managers. All deeds conveying, and all mortgages covering, individual Units will also be recorded in such office.

JJ. GENERAL

There are no lawsuits, administrative proceedings or other proceedings the outcome of which may materially affect the offering, the property, the rights of existing tenants, Sponsor's capacity to perform all of its obligations under the plan, the condominium or the operation of the condominium.

This property has not been the subject of any prior cooperative or condominium offerings. No preliminary binding agreements have been entered into and no money has been collected from prospective purchasers.

In accordance with the provisions of the laws of the State and City of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person because of sex, sexual orientation, race, creed, color, national origin, ancestry, or other ground prescribed by law in the sale of the Units offered by the Sponsor pursuant to the Plan or in the leasing of any such Units or any other portion of the Building.

Purchasers have a right to rescind purchase agreements following material adverse amendments. Affected Purchasers shall have a right for fifteen (15) days following the presentation of a copy of the amendment to rescind by sending written notice to the Sponsor. Sponsor will return any deposit or down payment to purchasers who rescind, within ten (10) days of the receipt of written notice of rescission. No deposit or down payment shall be returned to interim lessees prior to their vacating of the apartment. See Section "Interim Leases."

There are no circumstances known to the Sponsor which may affect use or enjoyment of the property and appurtenances, such as reciprocal covenants or easements, impending adjacent high-rise construction, any usage restriction by statute, ordinance or zoning resolution such as specified occupancy percentage by certified artists, or historic district or landmark designation, unless disclosed elsewhere in the plan.

The Sponsor reserves the right to revise, from time to time, the terms and conditions upon which the Units are to be sold and to otherwise revise the Plan, including revisions affecting the rights, obligations, and liabilities of Sponsor, purchasers, or prospective purchasers, without obtaining the consent of purchasers or others. However, the Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in the case of an uncured default), nor unilaterally change the purchase price, the payment terms or change the material terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then existing purchasers or reducing the undertakings or obligations of Sponsor, such purchasers will be given the right to rescind their Purchase Agreements and be refunded all monies paid thereunder, with interest earned thereon, if any. Unless an affected purchaser consents, no material change will be made in unit size, layout or percentage of common interest if a purchase agreement has been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default. Unless all purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of common elements. In addition the Sponsor reserves the right without

approval of the Board of Managers or any one unit owner to make changes to any unsold unit, and to the common areas of the building. Specifically the Sponsor retains the right to annex part of the hallway as part of one or more of the first floor units. The result of said change would be a smaller hallway, with larger units, and said change may affect the percent common interest of the non-enlarged units, by reducing the units Percent Common Interest, and increasing the Percent Common Interest of the enlarged units. Said change will be documented in an amendment to the Plan and the Declaration if already recorded. Additionally, Sponsor will grant a right of rescission, for fifteen (15) days, to any purchaser not in default on their purchase agreement. In addition of any area of the building affects only two (2) units, the two unit owners may agree between each other how to allocate said area between their units without the permission of the Board of Managers

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

The Plan is offered only to persons eighteen (18) years of age or over and entities. Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine, or neuter, includes the other two.

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

This Plan may not be changed or modified orally.

KK. SPONSOR'S STATEMENT OF BUILDING CONDITION

The offer is subject to the disclosure in the Description of Property and Building Condition set forth in Part II of the Plan, subject to ordinary wear and tear. The Sponsor adopts the "Description of Property and Building Condition" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the property except as set forth in the Description of Property and Building Condition.

Sponsor is not undertaking any repairs or other work apart from work expressly provide in the Description of the Property section in part II of this Plan, or work expressly provided otherwise in this Plan, if any.

SPONSOR IS OFFERING THE UNITS IN "AS IS" CONDITION AT CLOSING OF TITLE. However, nothing contained herein will excuse Sponsor from its representations or obligations in this Plan.

The number of units offered is identical to the number of units stated in the certificate of occupancy, whether the proposed use of the units is the same as the use indicated in the certificate of occupancy and whether property interests that are offered, such as basement facilities, are provided for in the certificate of occupancy.

Date: December 16, 2015

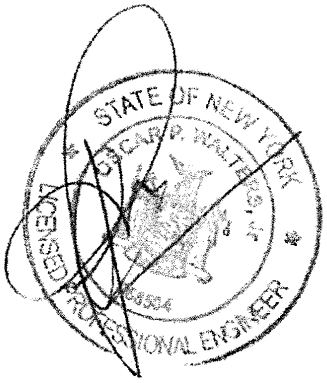
SPONSOR:
2107 BEDFORD LLC
85 Delancey Street
New York, New York 10002

PART II

DOCUMENT NUMBER 1

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

DEMERARA ENGINEERING, PLLC
160 PEARL STREET, 2ND FLOOR
NEW YORK, NEW YORK 10005
1212.383.4897



ENGINEER'S DESCRIPTION OF PROPERTY
Premises known as
2107 Bedford Avenue
Brooklyn, New York 11226

Date: August 18, 2015

The content of this Report was based on:

a) Visual inspection of some, but not all areas of the Building, including: cellar, lobby, public halls, roof, exterior walls, yards, some (approximately 16 apartments) but not all apartments, and related equipment contained therein;
Inspections were made between 8/14/2014 through 08/26/2014 and the conditions described then existed.
b) Existing records and applications on file with the Department of Building of the City of New York;
c) Information provided by the Sponsor and/or his representatives.

a) *Location and use of property*:

(1) Address:
2107 Bedford Avenue, Brooklyn, NY 11226.

(2) Block and lot number:
Tax Block: 5084
Tax Lot: 6

(3) Zoning:
The site is located in a R7-1 Zone which is a General Residence District, as designated on Map 16d.

(4) Permissible use.
The permissible use is Use Group 2 Residential Use as a matter or right.

(b) Status of construction:

(1) Year built:
This is an existing building which was built prior to year 1921. The construction is complete. The building is being offered in an "as is" condition. Job # 310033914 was withdrawn a while ago.

(2) Class of construction:
This building complies with Construction Class IIB aka Old Code 3. Construction Class IIB includes buildings and spaces, in which the exterior walls, fire walls, exit ways, and shaft enclosures are of noncombustible materials having the required fire-resistance ratings; and in which the floors, roofs, and interior framings are wholly or

(3) Certificate of Occupancy, type and number:
There is no Certificate of Occupancy and one will not be required since this building was constructed prior to year 1938.

(4) Alteration permit numbers and description of work done:
Not applicable.

(c) *Site*:

(1) Size:
The site has an approximate floor area of 13,516 s.f..

(2) Number of buildings and use:
There is 1 building on the site. There are 36 residential units and 1 non-residential unit in the building.

(3) Streets owned or maintained by the project:
There are no streets owned or maintained by the project. The streets are owned by the NYC.

(4) Drives, sidewalks and ramps:

(i) Paving:
The sidewalks are concrete and are in good condition. The existing sidewalks shall not be replaced. Sidewalks are free of tripping hazard and ponding. The Condominium shall be responsible for maintaining the sidewalks per the requirements of DOT or AHJ. There are no sidewalk vaults. The Condominium will not need to obtain a Right of Egress from an adjacent neighbor. Sidewalks aer sloped at to drain water away from foundation of the building.

(ii) Curbing:
The curb is concrete and is in good condition.

(iii) Catch basins, drainage:
There are no catch basins inside the property. The catch basin is located on the roadway and is in good condition. Drainage is adequate.

(iv) Street lighting:
Street lighting is provided by the City of New York and is adequate for all safety public needs.

(v) The aforementioned items are in conformity with local fire district, town or municipal building codes.

(d) *Utilities*:

Water
Water is furnished by the City of New York and shall be paid by the condominium unit owners as part of the common charges. There is one meter serving the entire building.

Gas

Gas service is provided by National Grid. There are individual meters for gas consumption serving the apartment. Gas utilized for cooking within the units shall be billed directly to the condominium unit owner. There is also a separate meter for gas utilized for heating; the charge shall be paid by the condominium unit owners as part of the common charges.

Electricity
Electricity is provided by the Consolidated Edison Company. There are individual meters for electric consumption serving each apartment. Electricity utilized within the units shall be billed directly to the condominium unit owner. There is also a separate meter for the common elements; the charge shall be paid by the condominium unit owners as part of the common charges.

Telephone
Telephone service is provided on an individual basis to each unit by local providers. Each condominium unit owner will be billed directly by provider.

(e) *Sub-soil conditions*:

(1) Visual inspection of the cellar walls and floors, as well as the exterior facades, showed no evidence of cracking or mortar joint decay which may indicate uneven foundation movement and settling.
(2) The cellar is dry and shows no evidence of moisture or seepage or ground water infiltration.
(3) There is no danger from flooding, either due to the water table in the area or due to the overflow from other bodies of water. This building is not located in a FEMA flood zone.

(f) Landscaping and enclosures:

(*1*) Grass cover:
There are no grass covers at the premises.

(*2*) Plantings:
There are no plantings at the premises.

(*3*) Trees:
There are trees at the building frontage on Bedford Avenue. Trees are in good condition. There is no tree pit treatment.

(*4*) Fencing:
There is no fencing at the premises.

(*5*) Gates:
There are no gates at the premises.

(*6*) Garden walls:
There are no garden walls at the premises.

(*7*) Retaining walls:
There are no retaining walls at the premises.

(*8*) Display pools and fountains:
There are no display pools and fountains at the premises.

(g) Building size:

(1) Total height:
The building has an approximate height of 44'-11 1/2" feet measured from the adjoining grade to the top of the roof floor.

(2) Crawl spaces:
There are no crawl spaces in the building.

(3) Number of sub-cellars and cellars:
There is one cellar.

(4) Number of floors:
The building is comprised of 4 stories.

(5) Equipment rooms:
All equipment rooms are located at the cellar.

(6) Parapet:
The roof parapet extends 2'-2" feet above the roof area. This building was constructed prior to the issuance of parapet laws. (The first laws regarding parapet heights were issued in year 1929.)

(h) *Structural system*:

(1) Exterior of buildings:
The structural system for this building appears to be bearing walls type. The type of foundation and method of waterproofing for the foundation and floor slab is unknown since this is an existing building.

(i) Walls:
- All exterior walls, including all facades and courts, except the front wall up to the second floor, are constructed of brick. The front wall up to the 2nd floor is limestone. The exterior walls are in good condition. The exterior walls are approximately three-hour fire-rated. It is unknown whether there is any wall treatment to prevent water intrusion in the building.
- There is presumed to be no (sound) insulation in the exterior and/or interior walls.
- New York City Local Law 10 of 1980 does not apply since these buildings are less than 60 feet in height.
- The typical floor construction for all floors is wood joists with plywood.

(ii) Windows:
Windows are "up and down" type. Manufacture is unknown. There is no warranty. The glass is double glazed. There is no thermal break. Flashing, storm, sash and hardware are aluminum. Caulking is silicone. Lintels and sills are concrete. Windows in the apartments have various types of child guards. No screens are provided by the Sponsor. There are no lot line windows. There are no window wells.

In the event that a child under the age of 11 years lives, or resides temporarily in a

unit, the owner of such unit must notify the Board of Managers in writing of such fact. Such unit owner shall be obligated at their own cost and expense, to install window guards in all windows of the unit, and may not remove them until such child ceases to reside, or dwell in the unit. Failure to do so is not only a safety hazard, but is a violation of the NYC Administrative Code, may result in a violation being placed against the building, which would be the responsibility of the individual unit owner to remove at their sole cost and expense.

Light and Air requirements have been verified and comply with code.

(iii) Landmark status:
This b does not have Landmark status.

(2) Parapets and copings:
The parapet is brick. The parapet is firmly secured in place and is in good condition overall.

(3) Chimneys and caps:
There is a chimney for the boiler. The flue appears to be steel. The gauge is unknown. The chimney is enclosed by double walls. Walls are brick and plaster. The chimney is in good condition overall.

(4) Balconies:
There are no balconies.

(5) Exterior entrances:
Sidewalks at exterior entrances slope drain into the street which is adequate.
Exterior entrances are free of tripping hazard and ponding.

(i) Exterior doors and frames:
There are 3 exterior entry doors, each serving one building section-see plans for details. All 3 entry doors are located in the courtyard. All 3 entry doors are accessed via a door leading from Bedford Avenue to the courtyard. The entry door on Bedford leading to the courtyard and all 3 entry doors leading directly into the building are aluminum. Doors are in good condition. Doors might be replaced with new doors. There is no thermal break for the exterior doors. All exterior entry doors have keyed locksets.

(ii) Vestibule doors and frames:
There are no vestibule doors.

(iii) Exterior stairs:
All exterior stairs are concrete. Stairs are in good condition overall.

(iv) Railings:
Stair railings are metal.

(v) Mail boxes:
Mailboxes are United States Postal Service approved, aluminum, intruded in the wall type. Mailboxes are located in the main lobby. Mailboxes are in good condition overall.

(vi) Lighting:

Surface mounted wall lights are provided at each building entry. Lighting is in good condition overall. Lighting is adequate for all safety public needs.

(6) Service entrances:
There are no service entrances.

(7) Roof and roof structures:
The roof and roof structures are in good condition overall.

(i) Type of roofs for all areas:
The roof of the building is a flat type roof.

(*a*) Material:
The roof material is rubber roofing and is in good condition overall.

(*b*) Insulation:
The roof insulation is unknown; however, it is apparently sufficient since no drafts or wind currents or etc. was observed.

(*c*) Surface finish:
The roof surface is not finished for walking.

(*d*) Bond or guarantee:
Not applicable.

(e) Flashing materials including counter flashing:
Roof flashing materials including counter flashing is rubber.

(ii) Drains:

(*a*) Location, material and type:
There are cast iron roof drains.

(*b*) Gutters and leaders:
The roof has metal gutters and leaders which drain to the combined storm drainage system located at the public street.

(iii) Skylights:
There are no skylights serving the building.

(iv) Bulkheads:

(*a*) Stairs:
The stairs are concrete with marble treads and metal railings. The exterior walls are brick. The bulkhead is in good condition overall.

(*b*) Elevator:
There is no elevator bulkhead.

(*c*) Other:
None.

(v) Metal work at roof levels:

(*a*) Exterior, metal stairs:
None.

(*b*) Vertical ladders, including gooseneck:
None.

(*c*) Railings:
None.

(*d*) Hatches to roof:
None.

(*e*) Other:
None.

(vi) Rooftop facilities:
There are no rooftop facilities. The sponsor will retain the roof.

(8) Fire escapes:
The general conditions of the fire escapes are good.

(i) Location:
There are 6 sets of fire escapes.

(ii) Floors covered:
The fire escapes serve the 2nd through the 4th floors.

(iii) Drop ladder:
There is a standard vertical drop ladder to extend to the street level.

(iv) Type:
The fire escapes are cantilever steel type with steel slat landings and treads, open riser stairs, and bar stock handrails. The fire escapes are firmly attached and supported.

(v) Materials:
The fire escapes are made of painted steel.

(9) Yard and courts:
There is a rear, side and court yard to the building. A portion of the courtyard shall be allocated as a limited common element to Unit A1. All other yards are designated as common elements.

(i) Paving:
The yards are concrete.

(ii) Drainage:
The yards are equipped with drains and are pitched to facilitate drainage to the storm drainage system.

(iii) Stairs:
All exterior stairs are concrete.

(iv) Railings:
Stair railings are metal.

(l0) Interior stair:

(i) Number of stairs of each type:

There are 3 stairwells serving the building. The treads, risers, railings and balustrades are in good condition.

(ii) Enclosure:
The stairwells are partially enclosed by building walls and by demising walls.

(iii) Stair construction:
The stairs are constructed of marble and steel.

(iv) Stringers:
The stringers are steel.

(v) Treads:
The treads are marble.

(vi) Risers:
The risers are steel.

(vii) Guard rails:
The guard rails are steel.

(viii) Balustrade:
The balustrades are painted wood.

(11) Interior doors and frames:

(i) Unit entrance and interior doors and frames:
Unit entrance doors and frames are fire-rated, painted hollow metal, with keyed locks. Interior doors and frames in the apartments are painted wood, with passage and privacy locks as appropriate. Doors are in good condition.

(ii) Corridor doors and frames:
There are no corridor doors.

(iii) Stair hall doors and frames:
There are no stair hall doors.

(iv) Roof doors, cellar doors and frames:
Roof and cellar doors and frames are hollow metal.

(12) Elevators:
There is no elevator serving the building.

(i) *Auxiliary facilities*:

(1) Laundry rooms:

(2) Refuse disposal:

(i) Incinerator(s):
There are no incinerators.

(ii) Compactor(s):
There are no compactors.

(iii) Approvals by authority having jurisdiction:
Not applicable.

(iv) Initial storage location:
Refuse is stored in trash bins located outside the building until pick-up.

(v) Pick-up schedule, and whether public or private provider:
Refuse is brought by the occupants to the designated areas. Subsequently, on days of pick up, it is brought by the Superintendent of the building to the street. Refuse is collected on Tuesdays, Thursdays and Saturdays by the NYC Sanitation. Recycling is collected on Thursdays, only.

(j) *Plumbing and drainage:*
The plumbing and drainage systems are in good condition.

(1) Water supply.
Water is supplied to the units through connections from the building to the NYC Water Distribution System. There is a minimum of a 1 ¼" water main conveying the water into the building.

(2) Fire protection system:
There is no fire protection system.

(i) Standpipes:
None.

(ii) Hose racks, hoses and nozzles:
None.

(iii) Sprinkler heads:
None.

(iv) Siamese connection:
None.

(3) Water storage tank(s) and enclosures:
There are no water storage tanks.

(4) Water pressure and how maintained:
No pumps are utilized for the domestic water supply. These buildings rely on normal NYC water pressure for raising the water to all floors so that no water tanks are required.

(5) Sanitary sewage system:
The sewage system is in good condition. Sanitary sewage system is a gravity system, connected to a street sewer main.

(i) Sewage piping:
Sewage piping is a standard no hub cast iron pipe.

(ii) Sewage pumps:
There are no sewage or ejector pumps.

(iii) Sewage disposal:
The sewage system carries both waste and sanitary sewage from each apartment.

(6) Permit(s) required:
All permits are to current date.

(7) Storm drainage system:
The sewage system carries both waste and sanitary sewage from each unit.

(i) Catch basins:
None.

(ii) Yard and roof drains:
There are yard and roof drains.

(iii) Piping:
All piping and fittings are cast iron.

(iv) Sump pumps:
There are no sump pumps.

(k) Heating and hot water:

(1) Heating and distribution of domestic hot water and whether capable of providing peak required services:
The building has a thermostat with the ability to maintain a maximum temperature of 85 degree Fahrenheit. The estimate of the heating is based on maintaining a temperature of 70 degrees at the thermostat for 16 hours a day, and 60 degrees for 8 hours as the night temperature.

(2) Number of boilers and description:
There is one boiler for heating and hot water.

(3) Manufacturer and age of boiler(s):
The boiler is manufactured by Federal IC, model # FST-60 with an input rating of 2,520,000 BTU/HR and output rating of 2,009,000 BTU/HR. The boiler is approximately 20 years old and is in fair condition. The remaining useful life is not known.

(4) Manufacturer and age of burners:
The burner is manufactured by I.C.I., model # MMG-28. The burner is a dual type burner it works on either gas or oil. The burner is approximately 20 years old and is

in fair condition. The remaining useful life is not known.

(5) Type of controls:
There is 1 computerized timer serving the entire building.

(6) Radiators, piping, insulation, valves, pumps:
The heat is distributed via cast iron radiators. The radiators are in good condition.

(7) Fuel:
Gas is supplied by National Grid.

(8) Location of oil tank, materials, enclosure:
There is an oil tank in the cellar. The tank is not enclosed.

(9) Capacity of oil tank:
The boilers have the ability to run on either oil or gas. Currently it is running on gas. The oil tank has a capacity of 4,000 gallons. Tank is ventilated by windows.

(l) *Gas supply:*

(l) Type:
Gas supplied is natural gas.

(2) Meters:
There are separate meters for each unit.

(3) Piping:
The gas piping is galvanized steel, schedule 40, with iron fittings.

(m) *Air conditioning:*
Air conditioning for the apartments is accomplished by through the window air conditioning units. Air conditioning units is the sole responsibility of the purchasers.

(n) *Ventilation:*
There are no mechanical ventilation systems. All areas requiring ventilation shall be direct vented.

(o) *Electrical System:*
The electrical system has been upgraded approximately 5 years ago.

(l) Service from main service switchgear:

Electrical Service to the building is provided by Con Edison Company and is 400 Amps, 240 V~, 60 HZ, 250 V.

(2) Service to individual units:
Each unit is supplied with three phase, 230 V, 100 amps.

(3) Compartment switchgear:
The compartment switchgear is located at the cellar.

(4) Unit service:

The electrical service is adequate for a full complement of modern appliances such as air conditioners, dishwashers and dryers.

(5) Adequacy:

(i) Service:
There is an average of 10-15 circuits per apartment and it has a capacity to handle modern appliances such as air conditioners, dishwashers and dryers.

(ii) Lighting and fixtures:
Each lighting fixture is provided with 1 or more lights of a total of not less than 60 watts. Lighting is adequate.

(iii) Convenience outlets, appliance outlets:
There are electrical receptacles throughout the condominium units.

(p) ***Intercommunication and/or door signal systems, security closed circuit TV.***
Each apartment is equipped with an intercom system connected to the intercom directory at the building entry. The system enables communication between the apartment and intercom directory. The intercom system is in good condition overall. The sponsor might install a new intercom system.

(q) ***Public area lighting:***
Public lighting is wall mounted and/or ceiling mounted. Public area lighting is adequate for all safety public needs.

(r) ***Garages and parking areas:***
There are no garages or parking areas at the premises.

(s) ***Swimming pools:***
There are no swimming pools at the premises.

(t) ***Tennis courts, playgrounds and recreation facilities.***
There are no tennis courts, playgrounds or recreation facilities at the premises.

(u) ***Permits and Certificates:***
All permits are to current date.

(v) ***Violations:***
There are no outstanding violations as of the date of this report.

(w) ***Unit Information:***

Unit No.	Unit Location	Square Feet	*Proposed Bedroom Count	Current Bedroom Count	Bathroom Count
COMM	Cellar	590	0	0	0
1	Cellar	1,483	2	0	1
A1	1st floor cellar	834 800	2	1	1
A2	1st floor	1,008	3	2	1
B1	1st floor	945	3	2	1
B2	1st floor	722	2	1	1
B3	1st floor	667	1	1	1
C1	1st floor	772	3	2	1
C2	1st floor	666	2	2	1
C3	1st floor	765	2	2	1
A3	2nd floor	1,050	3	3	1
A4	2nd floor	750	2	2	1
A5	2nd floor	800	3	1	1
B4	2nd floor	1,075	3	3	1
B5	2nd floor	457	1	1	1
B6	2nd floor	790	2	2	1
C4	2nd floor	772	3	2	1
C5	2nd floor	666	2	2	1
C6	2nd floor	765	2	2	1
A6	3rd floor	1,050	3	3	1
A7	3rd floor	750	2	2	1
A8	3rd floor	800	3	1	1
B7	3rd floor	790	2	2	1
B8	3rd floor	742	2	2	1
B9	3rd floor	790	2	2	1
C7	3rd floor	772	3	2	1
C8	3rd floor	666	2	2	1
C9	3rd floor	765	2	2	1
A9	4th floor	1,050	3	3	1
A10	4th floor	750	2	2	1
A11	4th floor	800	3	1	1
B10	4th floor	790	2	2	1
B11	4th floor	742	2	2	1
B12	4th floor	790	2	2	1
C10	4th floor	772	3	2	1
C11	4th floor	666	2	2	1
C12	4th floor	765	2	2	1

Sponsor is filing an Alt-1 with the DOB to change the interior layouts in the apartments. The proposed bedroom count reflects the revised plans. The current bedroom count reflects the current bedroom count. (Every time an apartment becomes vacant it may be renovated.)

The Tenant Protection Plan is not in effect at the time of renovation of the vacant apartments. See attached letter.

Majority of the apartments are in good condition overall. Majority of the apartments are finished in the manner described below: (Every time an apartment becomes vacant it may be renovated.)

(a) Living/dining rooms have the following finishes:
- Floors: ¾" thick oak with ¾ thick underlayment.
- Walls, ceilings: Gypsum board and/or plaster primed and painted with 2 layers of paint.

(b) Bedrooms have the following finishes:
- Floors: ¾" thick oak with ¾ thick underlayment.
- Walls, ceilings: Gypsum board and/or plaster primed and painted with 2 layers of paint.
- Closets: All closets are finished with a rod. Some closest are finished with a shelf.

(c) Kitchens have the following finishes:
- Floors: Tiled.
- Walls, ceilings: Gypsum board and/or plaster primed and painted with 2 layers of paint.
- Cabinets: Wood.
- Countertops: Plastic laminated.
- Backsplash: Tiled.
- Sink: Stainless steel.
- Appliances: Each unit is equipped with a refrigerator and stove.

(d) Bathrooms are equipped as follows:
- Tub: Porcelain.
- Sink: Porcelain.
- Toilet: Porcelain.
- Floors: Tiled.
- Walls: Fully or half tiled.

There are 26 rent stabilized apartments. Currently, there are no plans to combine any Units. Currently, there are several vacant Units.

(x) ***Finish schedule of spaces other than units***:
The public spaces are in good condition.

Location	Floor	Wall	Ceilings
Lobby	Tiled	Gypsum board and/or plaster primed and painted with 2 layers of paint.	Gypsum board and/or plaster primed and painted with 2 layers of paint.
Stair halls	Tiled	Gypsum board and/or plaster primed and painted with 2 layers of paint.	Gypsum board and/or plaster primed and painted with 2 layers of paint.
Cellar	Concrete	Brick and/or concrete	Gypsum board and/or plaster

(y) *Safety and warning devices:*
Smoke and carbon monoxide detectors are provided for each unit as per Local Law 62/81 and R.S. 17 of the NYC Building Code. All detectors are to be approved by the Board of Standards and Appeals.

(z) *Additional information required:*
(1) A plot plan showing landscape features, street, and outside dimensions of the building, are herewith attached.
(2) Floor plans for each line or type of unit drawn to scale, indicating room dimensions and unit boundaries, are herewith attached.
(3) The cellar floor has an approximate floor to ceiling height of 7'-6". The 1st through 4th floors have an approximate floor to ceiling height 9'-0".
(4) The sponsor will retain the cellar storage rooms.
(5) The sponsor might create the bicycle storage room and fitness room as shown on the floor plan.
(6)This building was constructed prior to the issuance of ADA Laws.
(7) It is unknown whether any corrosive drywall materials have been incorporated in the building construction.
(8) The following documents shall be transferred to the Condominium Management upon transfer of control, to the extent any such documents actually exist.

- Operation and Maintenance manuals for mechanical equipment
- Electronic system manual
- Equipment warranties
- Major equipment Start-Up Sheets
- Original Test and Balance Report for heating and cooling systems
- Final as-built drawings
- Re-commissioning manual
- Control system As-Built

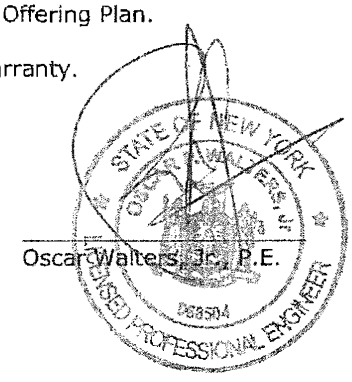
Further Development
No further development is anticipated at this time.

Asbestos:
See ACP5 report annexed hereto.

Lead Based Paint:
There is no known lead based paint in the building. No reports are available.

Special Risks:
All Special Risks shall be disclosed appropriately in the Offering Plan.

This report may not be construed as a guarantee or warranty.



Oscar Walters, Jr., P.E.

TENANT PROTECTION PLAN

TEMPORARY EGRESS PLAN
FOR
2107 BEDFORD AVE.
BROOKLYN, NY 11226
DOB JOB # 340278372

COMMUNITY BOARD: 317
BLOCK: 5084
LOT: 1
ZONE: R7-1
MAP: 17B
BIN: 3116641
BLDG HEIGHT: 4 STORIES, ± 40 FT.

OWNER:
2107 BEDFORD LLC
2107 BEDFORD AVE
BROOKLYN, NY 11225
TEL: 212-777-2060
FAX: 212-777-2188

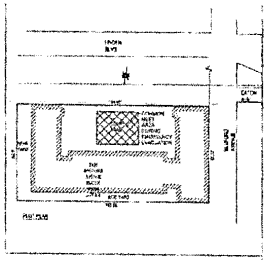
PREPARED BY:
HRF SERVICES CORP
167-34 156TH STREET; SUITE 1
JAMAICA, NY 11433
EMAIL: CUSTOMERS@HRFSERVICES.COM
TEL: 718-593-9460
FAX: 914-227-9953

PREPARED FOR:
ASSOCIATED BLG. CONST.
23 DORCHESTER STREET
BROOKLYN NY 11208
EMAIL: M.A.ZARBAR@GMAIL.COM
TEL: 718-235-1500
FAX: 718-235-1500

SCOPE OF WORK:

INTERIOR RENOVATION
PLUMBING FIXTURES CHANGES

* NO CHANGES ON EGRESS & OCCUPANCY



Drawn by: FAYAZ FATEH, P.E.
Checked by: FAYAZ FATEH, P.E.

DOB No.	BLOCK/LOT No.:	Date:
340278372	5084/0001	10/15/2015

Project:
2107 BEDFORD LLC

Address:
2107 BEDFORD AVENUE
BROOKLYN, NY 11226

Drawing Title:
COVER PAGE

Drawing No.:
TE-001.00

Sheet 1 of 4

Sheets in This Set:

GENERAL NOTES:

1. All work areas to be closed during the work time and not accessible.
2. All permits issued by the Department of Buildings shall be posted in a visual place open to the public inspection for the entire time of the prosecution of the work, of the use and operation of the equipment or until the expiration of the permit.
3. The contractor has to notify the building management in daily bases the type of work and the location of it.
4. All exposed or dangerous parts of machines and equipment shall be secured by the contractor during the work and after.
5. All Debris, dirt and dust are to be controlled by the contractor in daily basis.
6. All debris and products of demolition not site-designated for reuse shall be removed from the premises and legally disposed of on a daily basis.
7. Construction work will be confined to the designated areas of work and will not create excessive dust, dirt or other such inconveniences to other units within the apartment building.
8. All Debris, dirt and dust are to be cleaned up and cleared periodically to avoid any excessive accumulation.
9. All hoses, wires, chains, ropes, etc. Shall be located so as they will *NOT* create a tripping hazard. All area used by public shall be maintained free from Ice, snow, materials, projections, etc. That may constitute a slipping or other hazard. If any utility service is to be interrupted, the management, the city agency or utility company shall be notified at least 72 hours in advance.
10. Construction operations will be confined to the hours set by the Owner/building management.
11. The site shall be left broom-clean at the end of every working day by the Contractor.
12. Any equipment or device that will affect public safety when operated shall be inspected by the superintendent before use.
13. Any unsafe equipment or device shall be made safe immediately or removed from the site. A record of such inspections will be kept at the site.
14. No materials shall overhang the edge of the building.
15. If debris containers are used, they shall be of minimum ¾ CY capacities. Sufficient containers of metal and other acceptable material shall be provided for storing garbage and debris.
16. Construction operations will not block hallways or means of egress.
17. Construction operations will not involve unscheduled interruption of heating, water or electrical services to the building
18. Combustible waste material must not be allowed to accumulate, and shall be removed from site at reasonable intervals.
19. All workers employed on the site should receive a site specific safety orientation program addressing hazardous activities.
20. All workers in the site should have completec a 10 hours OSHA course within the previous 5 years.
21. All workers employed on the site shall comply with this emergency evacuation plan and meet at common point in court yard area during any emergency.

BUILDING OCCUPANT & SAFETY NOTES:

WHEN ANY DWELLING UNIT IS OCCUPIED DURING CONSTRUCTION, ALTERATION OR DEMOLITION, THE CONTRACTOR SHALL PROVIDE SUFFICIENT MEANS AND METHODS TO SAFEGUARD THE HEALTH AND SAFETY OF THE OCCUPANTS. THE OCCUPANT SAFEGUARDS MAY VARY DEPENDING ON THE NATURE AND SCOPE OF WORK, BUT AT A MINIMUM SHALL MAKE PROVISIONS FOR:

1. EGRESS:

AT ALL TIMES DURING THE COURSE OF CONSTRUCTION PROVISIONS SHALL BE MADE FOR ADEQUATE EGRESS AND IDENTIFICATION OF THE EGRESS THAT WILL BE PROVIDED. REQUIRED EGRESS SHALL NOT BE OBSTRUCTED AT ANY TIME, EXCEPT WHERE APPROVED IN WRITING BY THE NYC DOB

2. FIRE SAFETY:

FIRE FIGHTING EQUIPMENT, ACCESS AT THE CONSTRUCTION OR DEMOLITION SITE AND THE CONDUCT OF ALL CONSTRUCTION OR DEMOLITION OPERATIONS AFFECTING FIRE PREVENTION AND FIRE FIGHTING SHALL COMPLY WITH THE NEW YORK CITY FIRE CODE.

3. HEALTH REQUIREMENTS:

METHODS TO BE USED FOR CONTROL OF DUST, DISPOSAL OF CONSTRUCTION DEBRIS, PEST CONTROL, HANDLING OF ASBESTOS AND LEAD AND MAINTENANCE OF SANITARY FACILITIES, AND LIMITATION OF NOISE TO ACCEPTABLE LEVELS COMPLY WITH ALL APPLICABLE STANDARDS.

4. COMPLIANCE WITH HOUSING STANDARDS:

THE REQUIREMENTS OF THE NEW YORK CITY HOUSING MAINTENANCE CODE, AND, WHERE APPLICABLE, THE NEW YORK STATE MULTIPLE DWELLING LAW SHALL BE STRICTLY OBSERVED.

5. STRUCTURAL SAFETY:

NO STRUCTURAL WORK SHALL BE DONE THAT MAY ENDANGER THE OCCUPANTS.

6. OSHA SAFETY REQUIREMENT OF EMPLOYEE:

PRIOR TO PERFORMING ANY WORK ON THE PROJECT ALL WORKERS SHALL HAVE SUCCESSFULLY COMPLETED, WITHIN THE PERVIOUS FIVE CALENDAR YEARS, A TEN HOUR APPROVED BY THE UNITED STATES DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) IN CONSTRUCTION INDUSTRY SAFETY AND HEALTH, OR BY THE COMMISSIONER COVERING SUBSTANTIALLY THE SAME MATERIAL. SUCCESSFUL COMPLETION OF SUCH TRAINING COURSE SHALL BE EVIDENCED BY (A) PRESENTATION OF A BONAFIDE COURSE COMPLETION CARD, (B) COPY OF SUCH CARD, (C) A TRAINING ROSTER ATTENDANCE RECORD OR OTHER DOCUMENTATION FROM THE CERTIFIED TRAINER PENDING THE ISSUANCE OF SUCH CARD OR (D) OTHER VALID PROOF WHICH MAY BE APPROVED BY THE COMMISSIONER. SUCH EVIDENCE SHALL BE READILY AVAILABLE TO THE COMMISSIONER UPON REQUEST, AND ALL WORKERS EMPLOYED ON THE SITE WILL RECEIVE SITE SPECIFIC SAFETY ORIENTATION PROGRAM. THIS PROGRAM SHALL INCLUDE A REVIEW OF ANY HAZARDOUS ACTIVITIES OF THE JOB THAT ARE RELEVANT TO THE TASKS AND ACTIVITIES TO BE PERFORMED. ALL WORKERS MUST ATTEND SUCH A PROGRAM NO LATER THAN SEVEN DAYS AFTER COMMENCING THEIR EMPLOYMENT.

7. FIRST AID AND MEDICAL ATTENTION:

FIRST AID SERVICES AND PROVISIONS FOR MEDICAL CARE SHALL BE MADE AVAILABLE BY THE EMPLOYER FOR EVERY EMPLOYEE COVERED BY THESE REGULATIONS. OSHA 1926.50 INCLUDING APPENDIX A SHALL APPLY.

8. FIRE PROTECTION AND PREVENTION (IF APPLICABLE):

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT AND MAINTENANCE OF AN EFFECTIVE FIRE PROTECTION AND PREVENTION PROGRAM AT THE JOB SITE THROUGHOUT ALL PHASES OF THE CONSTRUCTION, REPAIR, ALTERATION, OR DEMOLITION

WORK IN ACCORDANCE WITH THE CURRENT FDNY INSPECTION MANUAL. 2. THE PLAN SHALL INCORPORATE FDNY F.P. MANUAL, CH.3, ADDENDUM 1, INSPECTION GUIDE 7" TITLED "BUILDINGS UNDER CONSTRUCTION AND DEMOLITION" AS WELL AS THE NYC FIRE CODE. ALL REQUIRED PERMITS FOR HOT WORK SHALL BE OBTAINED PRIOR TO WORK.

9. HOUSEKEEPING:

DURING THE COURSE OF CONSTRUCTION, ALTERATION, OR REPAIRS, FORM AND SCRAP LUMBER WITH PROTRUDING NAILS, AND ALL OTHER DEBRIS, SHALL BE KEPT CLEARED FROM WORK AREAS, PASSAGEWAYS, AND STAIRS, IN AND AROUND BUILDINGS AND OTHER STRUCTURES.

DURING THE COURSE OF CONSTRUCTION, EXISTING FLOOR SHALL BE PROTECTED. CONTRACTOR CAN USE 6 MIL PASTIC SHEETS, AS REQUIRED, TO COVER THE FLOOR IN THE WORK AREA.

DURING DEMOLITION, CONTRACTOR SHALL EMPLOY METHODS, SUCH AS ENCLOSING THE ENTRANCE DOORS TO THE WORK AREA WITH PLASTIC WRAPS, TO ELIMINATE THE SPREAD OF DUST OUTSIDE THE WORK AREA

COMBUSTIBLE SCRAP AND DEBRIS SHALL BE REMOVED AT REGULAR INTERVALS DURING THE COURSE OF CONSTRUCTION. SAFE MEANS SHALL BE PROVIDED TO FACILITATE SUCH REMOVAL.

CONTAINERS SHALL BE PROVIDED (IF NEEDED/REQUIRED) FOR THE COLLECTION AND SEPARATION OF WASTE, TRASH, OILY AND USED RAGS, AND OTHER REFUSE. CONTAINERS USED FOR GARBAGE AND OTHER OILY, FLAMMABLE, OR HAZARDOUS WASTES, SUCH AS CAUSTICS, ACIDS, HARMFUL DUSTS, ETC. SHALL BE EQUIPPED WITH COVERS. GARBAGE AND OTHER WASTE SHALL BE DISPOSED OF AT FREQUENT AND REGULAR INTERVALS.

10. ILLUMINATION:

CONSTRUCTION AREAS, AISLES, STAIRS, RAMPS, RUNWAYS, CORRIDORS, OFFICES, SHOPS, AND STORAGE AREAS WHERE WORK IS IN PROGRESS SHALL BE LIGHTED WITH EITHER NATURAL OR ARTIFICIAL MEANS, TO AN ILLUMINATION INTENSITY EQUAL TO OR GREATER THAN TEN FOOT CANDLES.

FULL SITE-WIDE EMERGENCY & EVACUATION PROCEDURES:

A SITE-WIDE EVACUATION MAY BE NECESSARY DURING ONE OR MORE OF THE FOLLOWING EMERGENCIES:

a. AN EXPLOSION OR FIRE BEYOND THE INCIPIENT STAGE IS IMMINENT OR HAS OCCURRED.
b. AN EXPLOSIVE ATMOSPHERE POTENTIALLY EXISTS
c. A PERSON INEXPLICABLY COLLAPSES OR BECOMES SERIOUSLY ILL FOR NO APPARENT CAUSE.
d. AN ALARM SOUNDS THAT EMPLOYEES HAVE BEEN TRAINED TO UNDERSTAND INDICATES FIRE AND/OR
e. SITE EVACUATION
f. HAZARDOUS CHEMICAL RELEASE.
g. ACTS OF VIOLENCE INCLUDING BOMB THREATS.

EVACUATION NOTIFICATION:

IF AN EVACUATION IS REQUIRED, THE FOLLOWING EVACUATION PLAN WILL BE IMPLEMENTED:

a. MUSTER POINTS AND PATHS TO EXIT WILL BE DETERMINED PRIOR TO WORK. THE EXITS AND EVACUATION POINTS WILL BE REVIEWED AT THE NEW-TO-JOB ORIENTATION PRIOR TO THE COMMENCEMENT OF WORK WITH MANAGEMENT, TENANT AND WORKERS . THIS INFORMATION SHALL ALSO BE REPEATED EACH MORNING BEFORE WORK BEGINS FOR THE DAY.
b. ALTERNATE LOCATIONS WILL BE DETERMINED BY THE MANAGMENT, IF NECESSARY.
c. EVACUATION PROCEDURES THE EXITS AND EVACUATION POINTS WILL BE REVIEWED PROPERLY WITH WORKERS, TENANT AND MANAGEMENT PRIOR TO COMMENCEMENT OF WORK. THIS INFORMATION SHALL ALSO BE REPEATED EACH MORNING BEFORE WORK BEGINS FOR THE DAY.
d. A "YOU ARE HERE" MAP WITH MUSTER POINTS WILL BE POSTED AT WORK AREA PRIOR TO THE COMMENCEMENT OF SITE ACTIVITIES IN THE APARTMENT.

IF AN EVACUATION IS REQUIRED, THESE PROCEDURES SHALL BE FOLLOWED:

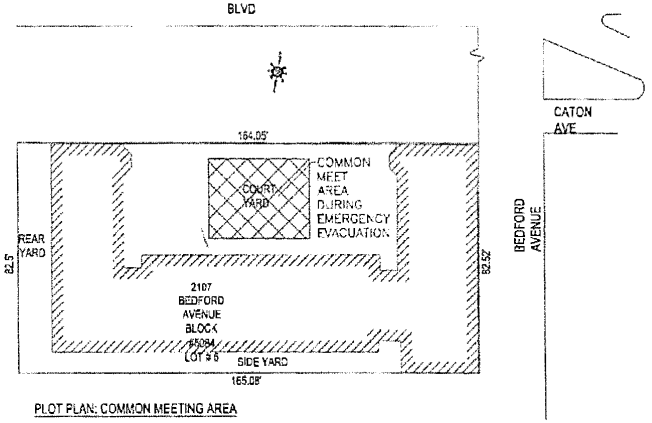
e. ALL PROJECT PERSONNEL, MANAGEMENT AND TENANT WILL LEAVE VIA THE NEAREST EXIT AND GATHER AT ONE OF THE MUSTER POINTS (NORTH BUILDING COURT YARD) AS DESIGNATED ON THE KEY PLAN (TE-002) AND REVIEWED DURING THE PRE-PROJECT BRIEFING AND/OR MORNING SAFETY MEETING BEFORE STARTING THE WORK.
f. NO SHORT CUTS SHALL BE TAKEN WHEN GOING TO AN EVACUATION GATHERING POINT.
g. AVOID AREAS AFFECTED BY THE EMERGENCY EVEN IF IT TAKES LONGER TO REACH THE EVACUATION GATHERING POINT.
h. DO NOT BLOCK ENTRY GATES AT THE EVACUATION GATHERING POINTS.
i. IT IS MANDATORY THAT YOU REPORT YOUR PRESENCE TO A HEAD COUNT COORDINATOR IMMEDIATELY UPON ARRIVAL TO AN EVACUATION GATHERING POINT.
j. ONCE AT THE GATHERING POINT, THE HEAD COUNT COORDINATOR WILL TAKE A HEAD COUNT TO ENSURE THAT ALL PERSONNEL ACCOUNTED FOR BASED ON THE LIST OF PEOPLE PRESENT AT THE BUILDING OR AT EACH APARTMENT FOR THE DAY.
k. REPORT TO THE MANAGEMENT THE NAME(S) OF MISSING PERSONNEL, IF ANY, AND APPROXIMATE TIME AND LOCATION LAST SEEN.

STAIR AND EXIT TEMPORARY CLOSURE NOTES:

a. ANY TIME AN EXIT OR STAIRWAY IS CLOSED, THE PUBLIC SHOULD BE DIRECTED WITH CODE COMPLAINT SIGNAGE TO THE APPROPRIATE AND APPROVED STAIRS AND EXIT.
b. AT NO TIME SHALL THERE BE LESS THAN 2 EXITWAYS FROM ALL OPEN AREAS.
c. THE SIGNS SHOULD DIRECT THE TENANTS AND WORKERS TO THE APPROVED SECONDARY EXIT.
d. CONTRACTOR TO INFORM MANAGEMENT AT LEAST 2 WEEKS IN ADVANCE IN WRITING OF IMPLEMENTATION OF ANY EGRESS PLAN SHOWN & OF RETURN TO CURRENT BUILDING EGRESS.
e. CONTRACTOR TO PROVIDE TEMPORARY SELF ILLUMINATED SIGNAGE CLARIFYING EXIT LOCATION DURING COURSE OF WORK

CONTRACTOR MUST FOLLOW THE FOLLOWING TENANT PROTECTION PROTOCOL DURING THE ENTIRE COURSE OF THIS CONTRACT:

a. CONSTRUCTION OPERATIONS SHALL BE CONFINED TO THE APARTMENT THEREIN AND WILL NOT CREATE DUST, DIRT, OR OTHER SUCH INCONVENIENCES TO OTHER APARTMENT UNITS WITHIN THE BUILDING.
b. CONSTRUCTION OPERATIONS SHALL NOT BLOCK HALLWAYS OR MEANS OF EGRESS FOR TENANTS OF BUILDING.
c. CONSTRUCTION OPERATIONS WILL NOT INVOLVE INTERRUPTION OF HEATING, WATER OR ELECTRICAL SERVICES TO OTHER TENANTS OF THE BUILDING.
d. CONSTRUCTION OPERATIONS WILL BE CONFINED TO NORVAL WORKING HOURS 8:00 AM TO 5:00 PM MONDAY THRU FRIDAY EXCEPT HOLIDAYS OR AS APPROVED BY THE BUILDING MANAGEMENT.
e. ADEQUATE SAFETY MEASURES SHALL BE TAKEN AT ALL TIMES TO ENSURE THE SAFETY OF OTHER BUILDING RESIDENTS.
f. FULL COORDINATION REQUIRED WITH BUILDING MANAGEMENT DURING ENTIRE COURSE OF THIS CONTRACT
g. IN CASE OF EMERGENCY MANAGEMENT, TENANT AND WORKERS MUST EVACUATE THE BUILDING AND MEET AT COMMON MEETING AREA AT BUILDING COURT YARD (NORTH ELEVATION) AS DEPICTED BELOW.



PLOT PLAN: COMMON MEETING AREA

OWNER:

2107 BEDFORD LLC

2107 BEDFORD AVE
BROOKLYN, NY 11226
TEL: 212-777-2060
FAX: 212-777-2168

PREPARED BY:

HRF SERVICES CORP

107-34 156TH STREET, SUITE 1
JAMAICA, NY 11433
EMAIL: CUSTOMERS@HRFSERVICES.COM
TEL: 718-593-9460
FAX: 914-227-9953

PREPARED FOR:

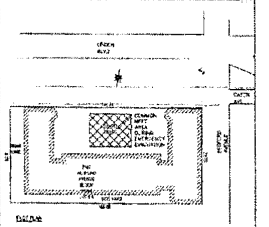
ASSOCIATED BLD. CONST.

23 DORCHESTER STREET
BROOKLYN NY 11208
EMAIL: M.A.ZAGBAR@GMAIL.COM
TEL: 718-235-1500
FAX: 718-235-1500

SCOPE OF WORK:

INTERIOR RENOVATION
PLUMBING FIXTURES CHANGES

* NO CHANGES ON EGRESS & OCCUPANCY



Drawn by: FAHAD FAIZI, P.E.
Checked by: FAHAD FAIZI, P.E.

DOB Job No:	BLOCK/LOT No:	Date:
340270372	5084/0001	10/15/2015

Project:
2107 BEDFORD LLC

Address:
2107 BEDFORD AVENUE
BROOKLYN, NY 11226

Drawing Title:
GENERAL NOTES

Drawing No:
TE-002.00

Sheets in Contract Set: 2 of 4

Sheets in DOB Set: 2 OF 4

EVACUATION NOTIFICATION @ CELLAR LEVEL:

IF AN EVACUATION IS REQUIRED, THE FOLLOWING EVACUATION PLAN WILL BE IMPLEMENTED:

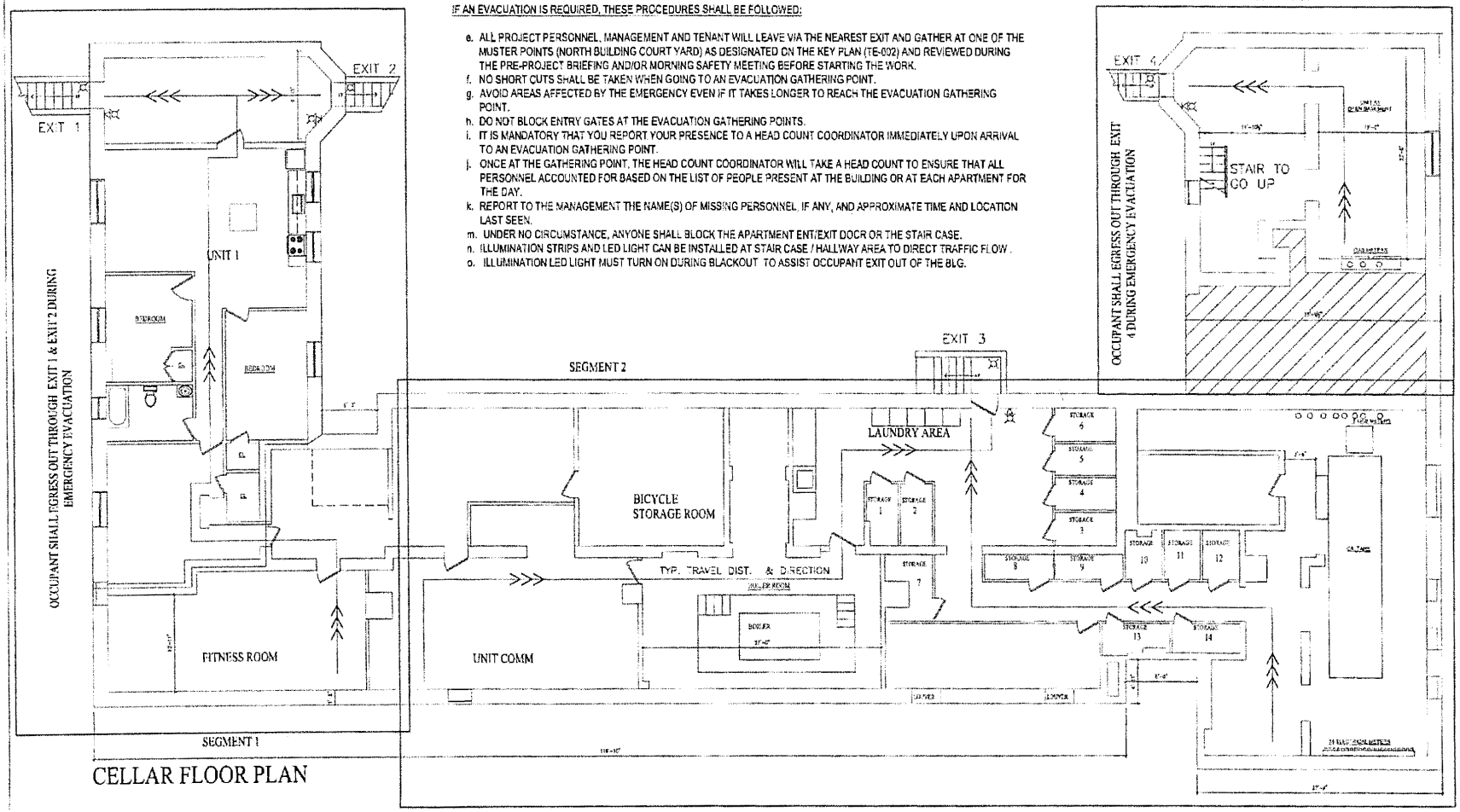
a. MUSTER POINTS AND PATHS TO EXIT WILL BE DETERMINED PRIOR TO WORK. THE EXITS AND EVACUATION POINTS WILL BE REVIEWED AT THE NEW-TO-JOB ORIENTATION PRIOR TO THE COMMENCEMENT OF WORK WITH MANAGEMENT, TENANT AND WORKERS . THIS INFORMATION SHALL ALSO BE REPEATED EACH MORNING BEFORE WORK BEGINS FOR THE DAY.
b. ALTERNATE LOCATIONS WILL BE DETERMINED BY THE MANAGMENT, IF NECESSARY.
c. EVACUATION PROCEDURES THE EXITS AND EVACUATION POINTS WILL BE REVIEWED PROPERLY WITH WORKERS, TENANT AND MANAGEMENT PRIOR TO COMMENCEMENT OF WORK. THIS INFORMATION SHALL ALSO BE REPEATED EACH MORNING BEFORE WORK BEGINS FOR THE DAY.
d. A "YOU ARE HERE" MAP WITH MUSTER POINTS WILL BE POSTED AT WORK AREA PRIOR TO THE COMMENCEMENT OF SITE ACTIVITIES IN THE APARTMENT.

IF AN EVACUATION IS REQUIRED, THESE PROCEDURES SHALL BE FOLLOWED:

e. ALL PROJECT PERSONNEL, MANAGEMENT AND TENANT WILL LEAVE VIA THE NEAREST EXIT AND GATHER AT ONE OF THE MUSTER POINTS (NORTH BUILDING COURT YARD) AS DESIGNATED ON THE KEY PLAN (TE-002) AND REVIEWED DURING THE PRE-PROJECT BRIEFING AND/OR MORNING SAFETY MEETING BEFORE STARTING THE WORK.
f. NO SHORT CUTS SHALL BE TAKEN WHEN GOING TO AN EVACUATION GATHERING POINT.
g. AVOID AREAS AFFECTED BY THE EMERGENCY EVEN IF IT TAKES LONGER TO REACH THE EVACUATION GATHERING POINT.
h. DO NOT BLOCK ENTRY GATES AT THE EVACUATION GATHERING POINTS.
i. IT IS MANDATORY THAT YOU REPORT YOUR PRESENCE TO A HEAD COUNT COORDINATOR IMMEDIATELY UPON ARRIVAL TO AN EVACUATION GATHERING POINT.
j. ONCE AT THE GATHERING POINT, THE HEAD COUNT COORDINATOR WILL TAKE A HEAD COUNT TO ENSURE THAT ALL PERSONNEL ACCOUNTED FOR BASED ON THE LIST OF PEOPLE PRESENT AT THE BUILDING OR AT EACH APARTMENT FOR THE DAY.
k. REPORT TO THE MANAGEMENT THE NAME(S) OF MISSING PERSONNEL, IF ANY, AND APPROXIMATE TIME AND LOCATION LAST SEEN.
m. UNDER NO CIRCUMSTANCE, ANYONE SHALL BLOCK THE APARTMENT ENT/EXIT DOOR OR THE STAIR CASE.
n. ILLUMINATION STRIPS AND LED LIGHT CAN BE INSTALLED AT STAIR CASE / HALLWAY AREA TO DIRECT TRAFFIC FLOW .
o. ILLUMINATION LED LIGHT MUST TURN ON DURING BLACKOUT TO ASSIST OCCUPANT EXIT OUT OF THE BLG.

SYMBOL LIST

	WALL MOUNTED ILLUMINATING LED LIGHT @ EXIT.
	WALL MOUNTED ILLUMINATING STRIP @ STIAR
(S)	AREA SMOKE DETECTOR
(H)	HEAT DETECTOR
CO	CARBON MONOXIDE DETECTOR



CELLAR FLOOR PLAN

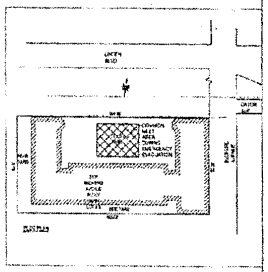
OWNER:
2107 BEDFORD LLC
2107 BEDFORD AVE
BROOKLYN, NY 11226
TEL: 212-777-2060
FAX: 212-777-2168

PREPARED BY:
HRF SERVICES CORP
107-34 156TH STREET; SUITE 1
JAMAICA, NY 11433
EMAIL: CUSTOMERS@HRFSERVICES.COM
TEL: 718-593-9460
FAX: 914-227-9953

PREPARED FOR:
ASSOCIATED BLG. CONST.
23 DORCHESTER STREET
BROOKLYN, NY 11208
EMAIL: M.A.ZARBAR@GMAIL.COM
TEL: 718-235-1500
FAX: 718-235-1500

SCOPE OF WORK:

INTERIOR RENOVATION
PLUMBING FIXTURES CHANGES
* NO CHANGES ON EGRESS & OCCUPANCY



Drawn by: FAHAD FAZIL, P.E.
Checked by: FAHAD FAZIL, P.E.

DOB No.:	BLOCK/LOT No.:	Date:
340276372	5084/0001	10/15/2015

Project:
2107 BEDFORD LLC

Address:
2107 BEDFORD AVENUE
BROOKLYN, NY 11226

Drawing Title:
CELLAR FLOOR PLAN

Drawing No.:
TE-003.00

Sheets in Contract Set: 3 of 4

Sheets in DOB Set: 3 of 4

EVACUATION NOTIFICATION @ 2ND, 3RD & 4TH FLOOR AREA:

IF AN EVACUATION IS REQUIRED, THE FOLLOWING EVACUATION PLAN WILL BE IMPLEMENTED:

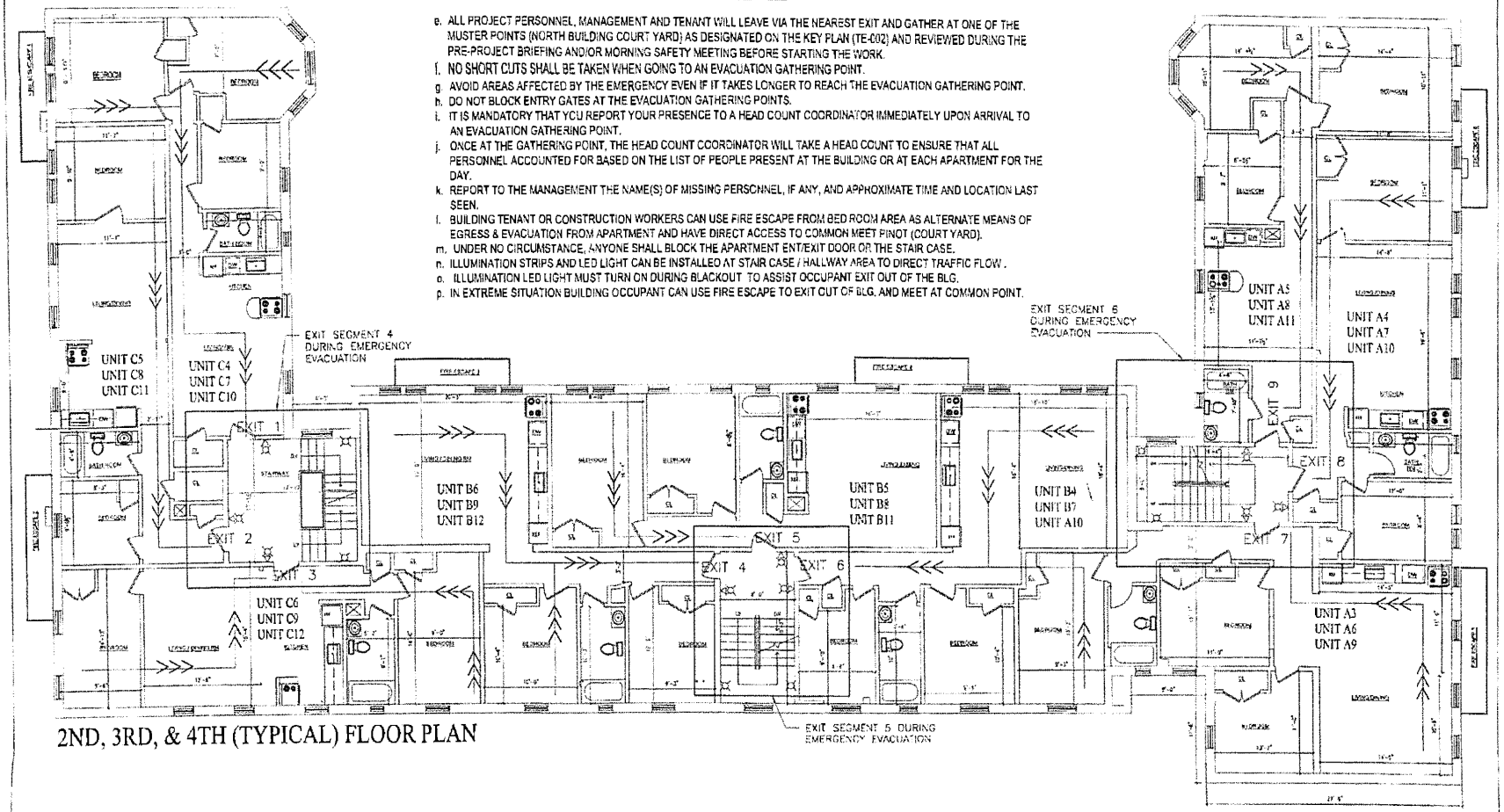
a. MUSTER POINTS AND PATHS TO EXIT WILL BE DETERMINED PRIOR TO WORK. THE EXITS AND EVACUATION POINTS WILL BE REVIEWED AT THE NEW-TO-JOB ORIENTATION PRIOR TO THE COMMENCEMENT OF WORK WITH MANAGEMENT, TENANT AND WORKERS . THIS INFORMATION SHALL ALSO BE REPEATED EACH MORNING BEFORE WORK BEGINS FOR THE DAY.
b. ALTERNATE LOCATIONS WILL BE DETERMINED BY THE MANAGMENT, IF NECESSARY.
c. EVACUATION PROCEDURES THE EXITS AND EVACUATION POINTS WILL BE REVIEWED PROPERLY WITH WORKERS, TENANT AND MANAGEMENT PRIOR TO COMMENCEMENT OF WORK. THIS INFORMATION SHALL ALSO BE REPEATED EACH MORNING BEFORE WORK BEGINS FOR THE DAY.
d. A "YOU ARE HERE" MAP WITH MUSTER POINTS WILL BE POSTED AT WORK AREA PRIOR TO THE COMMENCEMENT OF SITE ACTIVITIES IN THE APARTMENT.

IF AN EVACUATION IS REQUIRED, THESE PROCEDURES SHALL BE FOLLOWED:

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k. REPORT TO THE MANAGEMENT THE NAME(S) OF MISSING PERSONNEL, IF ANY, AND APPROXIMATE TIME AND LOCATION LAST SEEN.
l. BUILDING TENANT OR CONSTRUCTION WORKERS CAN USE FIRE ESCAPE FROM BED ROOM AREA AS ALTERNATE MEANS OF EGRESS & EVACUATION FROM APARTMENT AND HAVE DIRECT ACCESS TO COMMON MEET PINOT (COURT YARD).
m. UNDER NO CIRCUMSTANCE, ANYONE SHALL BLOCK THE APARTMENT ENT/EXIT DOOR OR THE STAIR CASE.
n. ILLUMINATION STRIPS AND LED LIGHT CAN BE INSTALLED AT STAIR CASE / HALLWAY AREA TO DIRECT TRAFFIC FLOW .
o. ILLUMINATION LED LIGHT MUST TURN ON DURING BLACKOUT TO ASSIST OCCUPANT EXIT OUT OF THE BLG.
p. IN EXTREME SITUATION BUILDING OCCUPANT CAN USE FIRE ESCAPE TO EXIT OUT OF BLG. AND MEET AT COMMON POINT.

SYMBOL LIST

	WALL MOUNTED ILLUMINATING LED LIGHT @ EXIT.
	WALL MOUNTED ILLUMINATING STRIP @ STAIR
S	AREA SMOKE DETECTOR
H	HEAT DETECTOR
CO	CARBON MONOXIDE DETECTOR



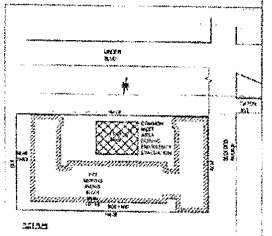
2ND, 3RD, & 4TH (TYPICAL) FLOOR PLAN

OWNER:
2107 BEDFORD LLC
2107 BEDFORD AVE
BROOKLYN, NY 11226
TEL: 212-777-2060
FAX: 212-777-2168

PREPARED BY:
HRF SERVICES CORP
107-34 156TH STREET, SUITE 1
JAMAICA, NY 11433
EMAIL: CUSTOMERS@HRFSERVICES.COM
TEL: 718-593-9450
FAX: 914-227-9953

PREPARED FOR:
ASSOCIATED BLG. CONST.
23 DORCHESTER STREET
BROOKLYN NY 11208
EMAIL: M.A.ZABBAR@GMAIL.COM
TEL: 718-235-1500
FAX: 718-235-1500

SCOPE OF WORK:
INTERIOR RENOVATION
PLUMBING FIXTURES CHANGES
* NO CHANGES ON EGRESS & OCCUPANCY



Drawn by: FAHAD FATEH, P.E.
Checked by: FAHAD FATEH, P.E.

DOB File:	Block/Lot No:	Date:
340278372	5084/0001	10/15/2015

Project:
2107 BEDFORD LLC

Address:
2107 BEDFORD AVENUE
BROOKLYN, NY 11226

Drawing Title:
2ND, 3RD & 4TH FLOOR PLAN

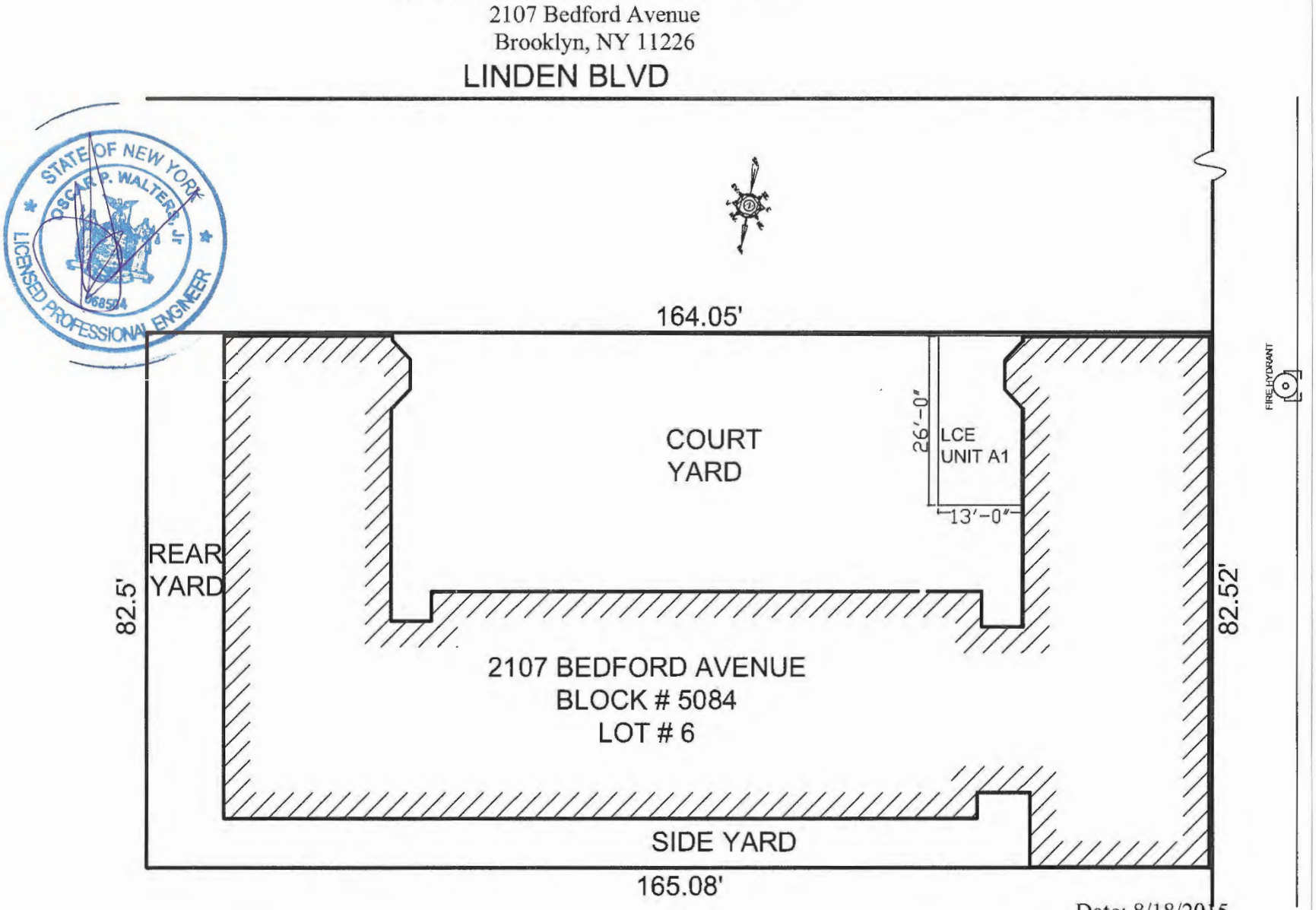
Drawing No.:
TE-004.00

Sheets in Contract Set: 4 of 4

Sheets in DOB Set: 4 of 4

FLOOR PLANS

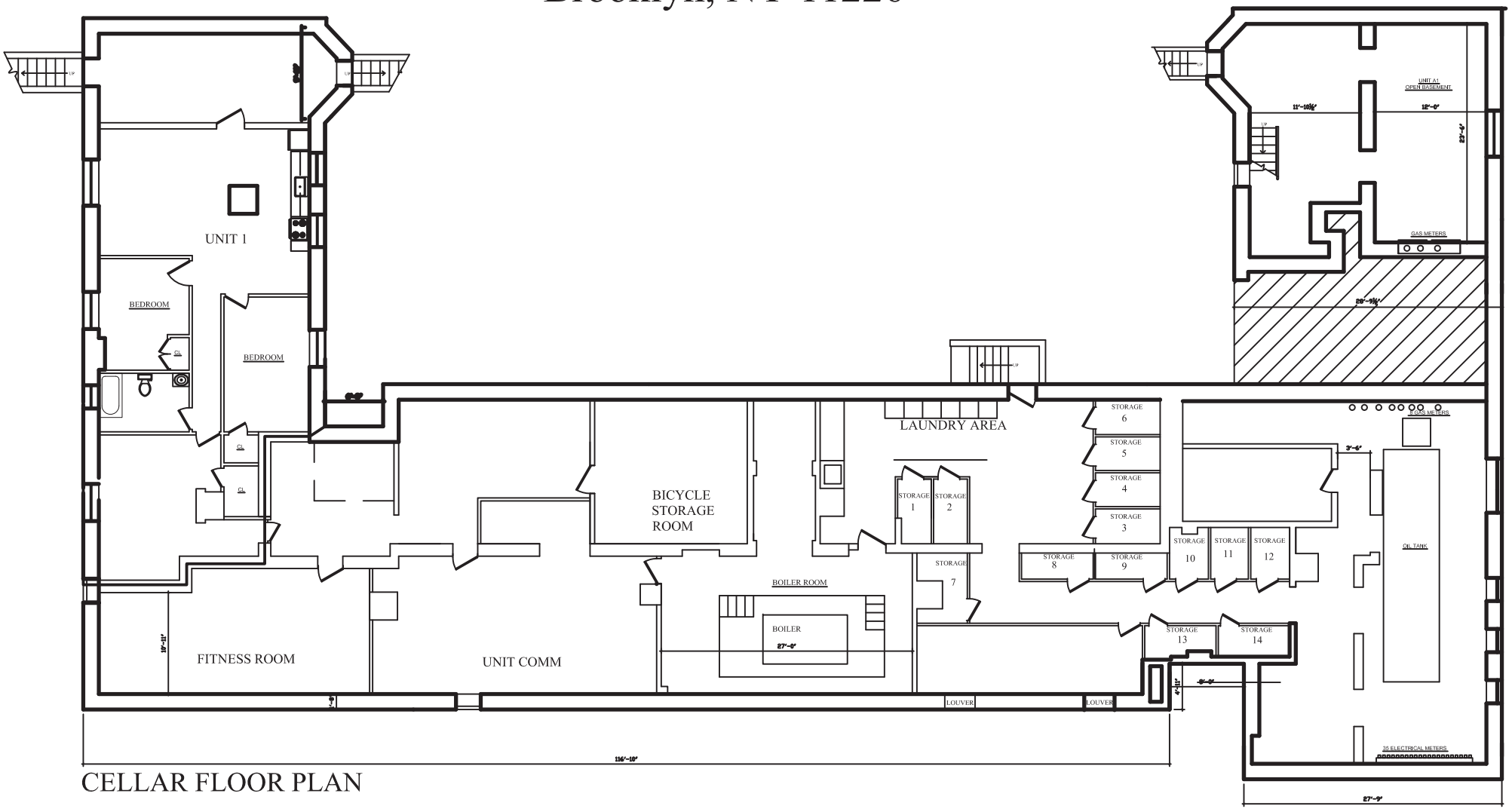
The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226



PLOT PLAN

Date: 8/18/2015
Demerara Engineering PLLC
160 Pearl Street, 2nd Floor
New York, NY 10005

The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226

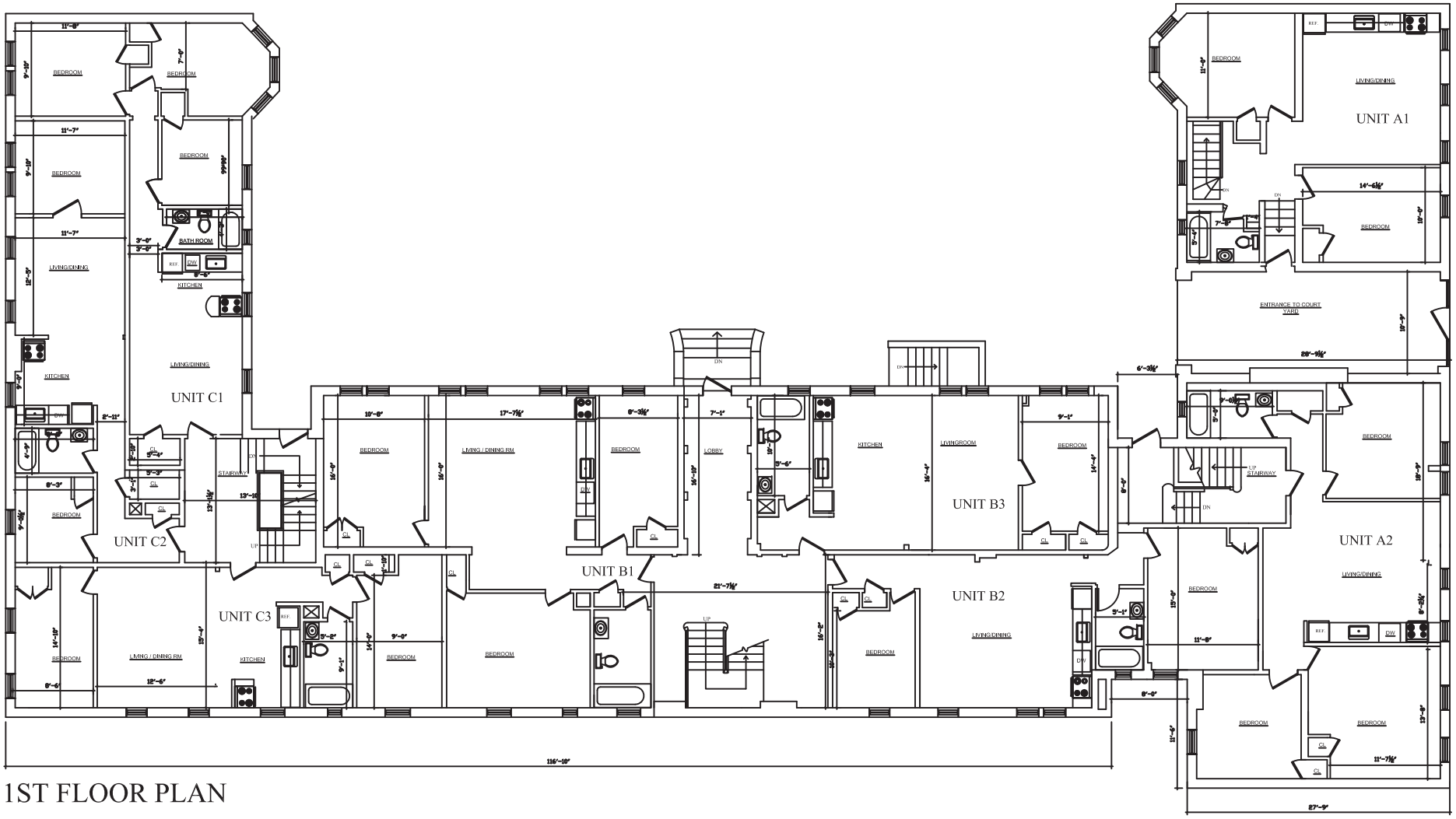


CELLAR FLOOR PLAN

Date: 8/18/2015

Demerara Engineering PLLC
160 Pearl Street, 2nd Floor
New York, NY 10005

The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226

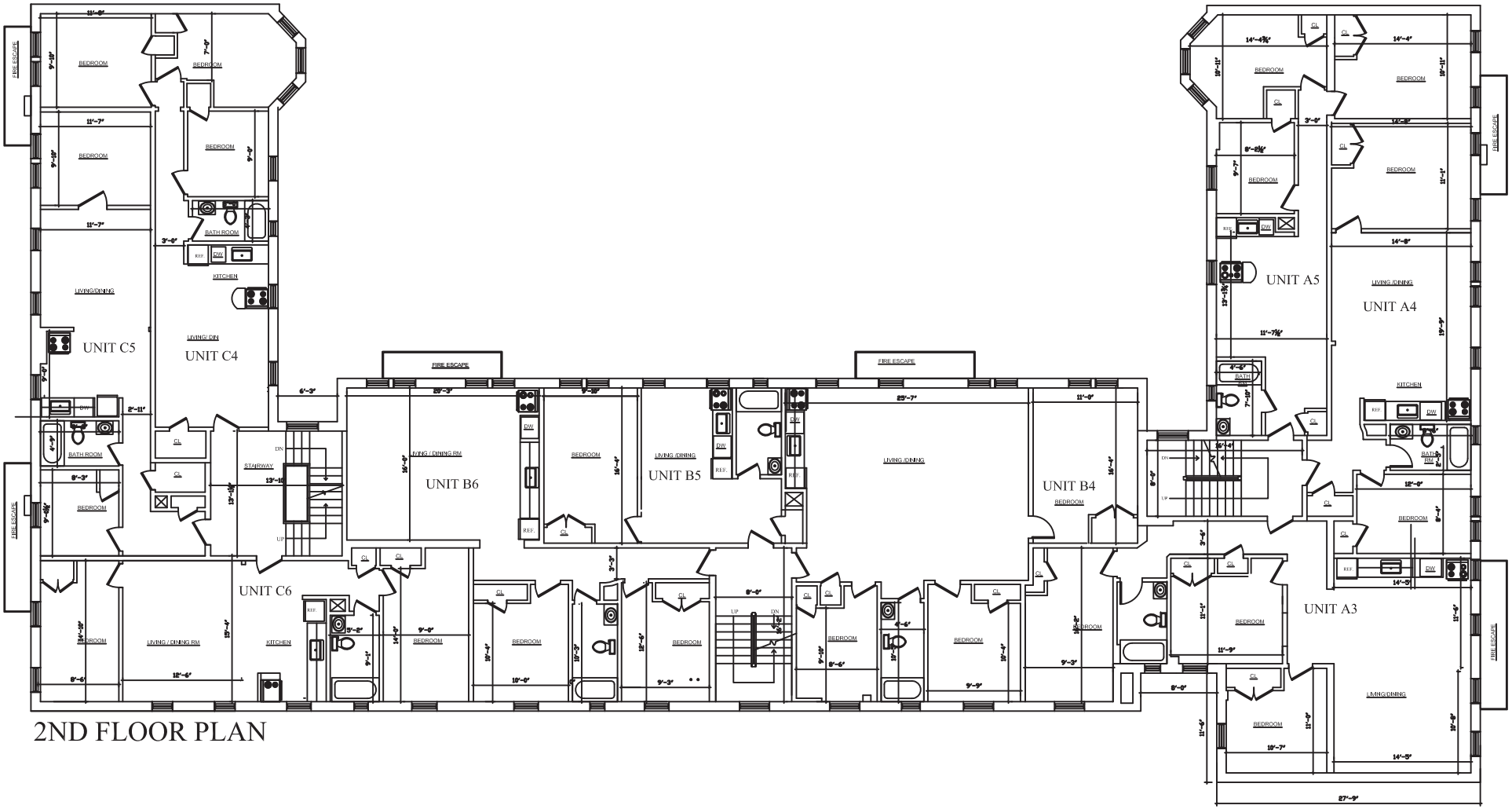


1ST FLOOR PLAN

Date: 8/18/2015

Demerara Engineering PLLC
160 Pearl Street, 2nd Floor
New York, NY 10005

The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226

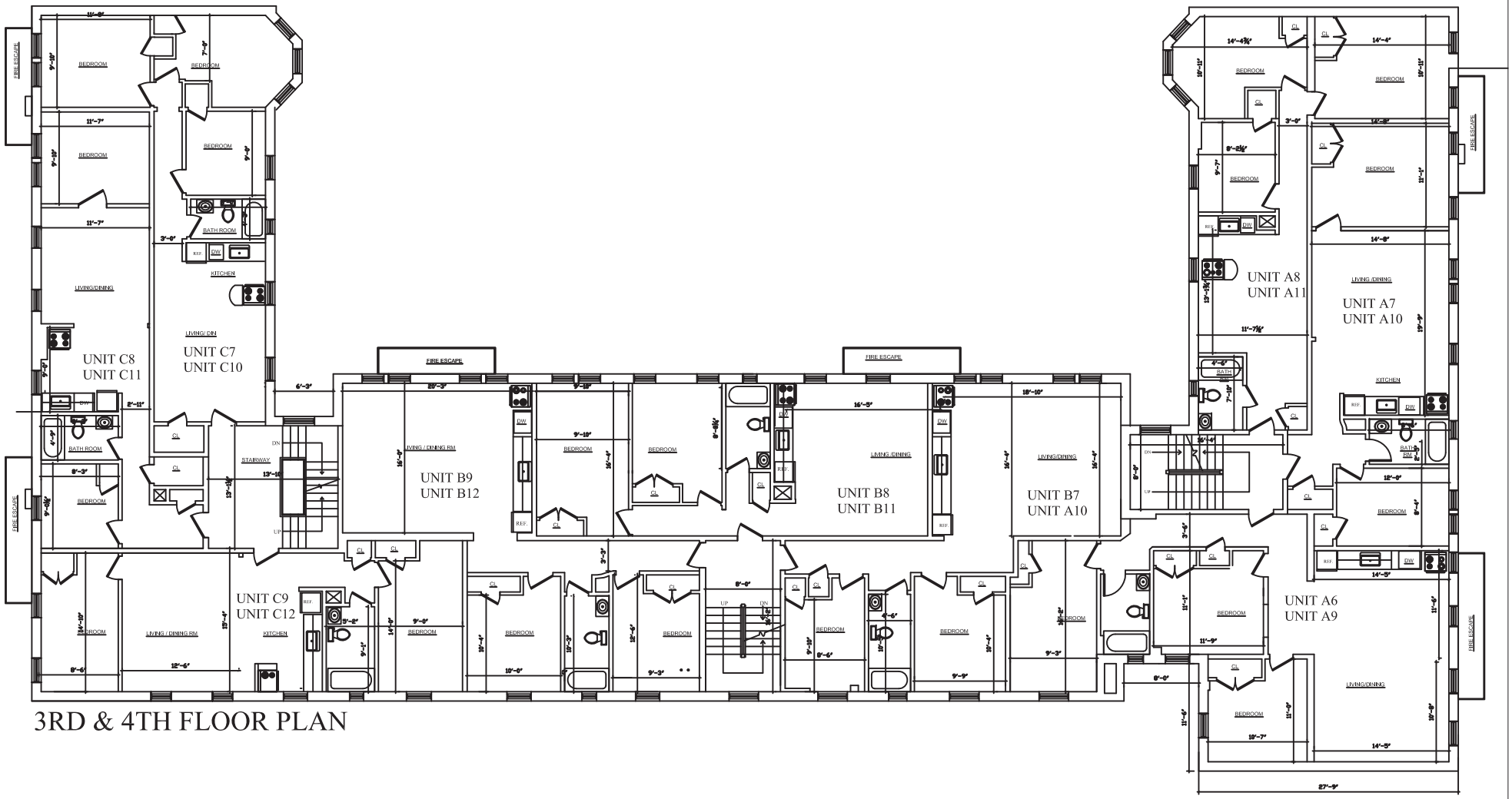


2ND FLOOR PLAN

Date: 8/18/2015

Demerara Engineering PLLC
160 Pearl Street, 2nd Floor
New York, NY 10005

The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226

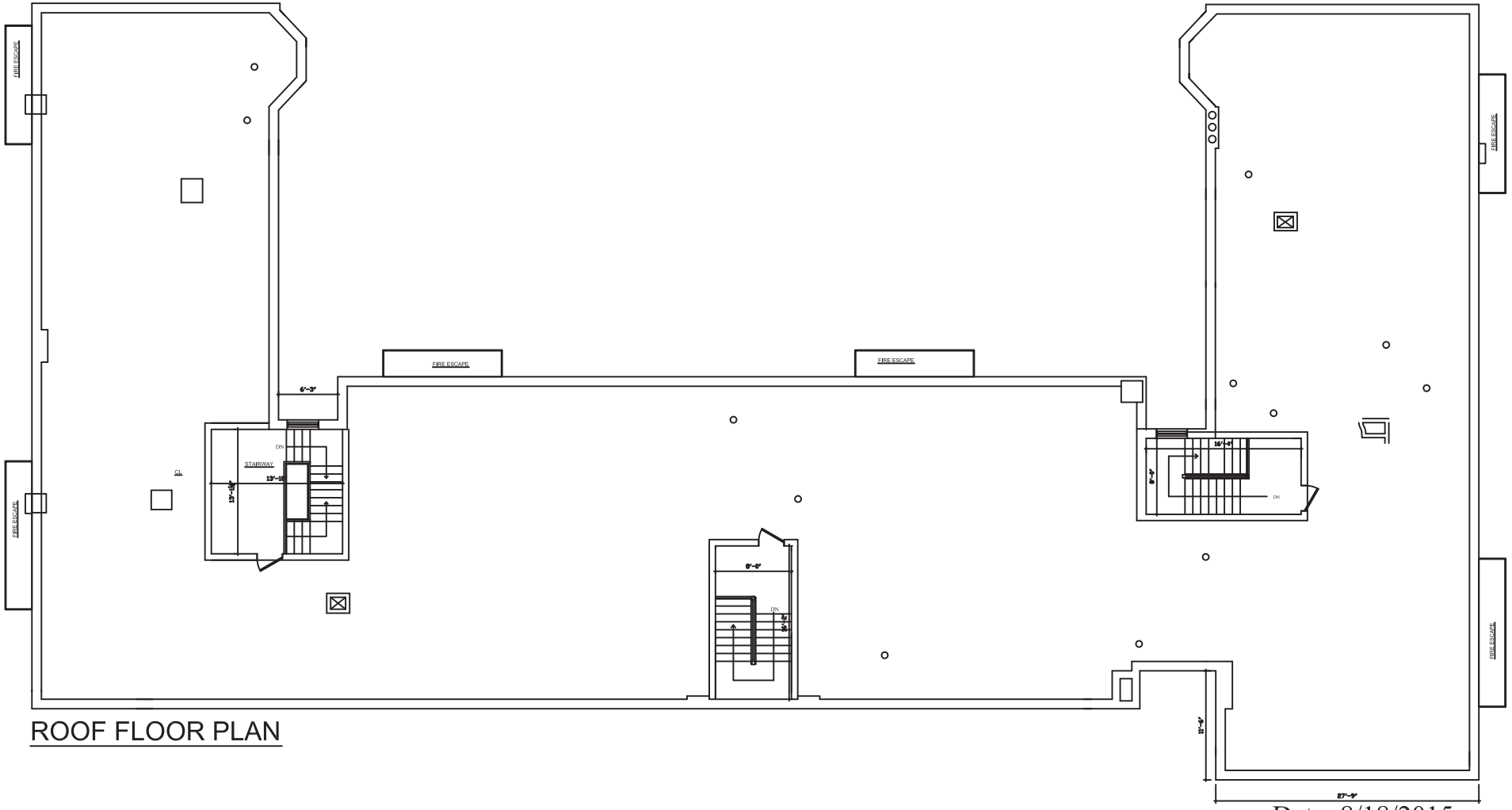


3RD & 4TH FLOOR PLAN

Date: 8/18/2015

Demerara Engineering PLLC
160 Pearl Street, 2nd Floor
New York, NY 10005

The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226

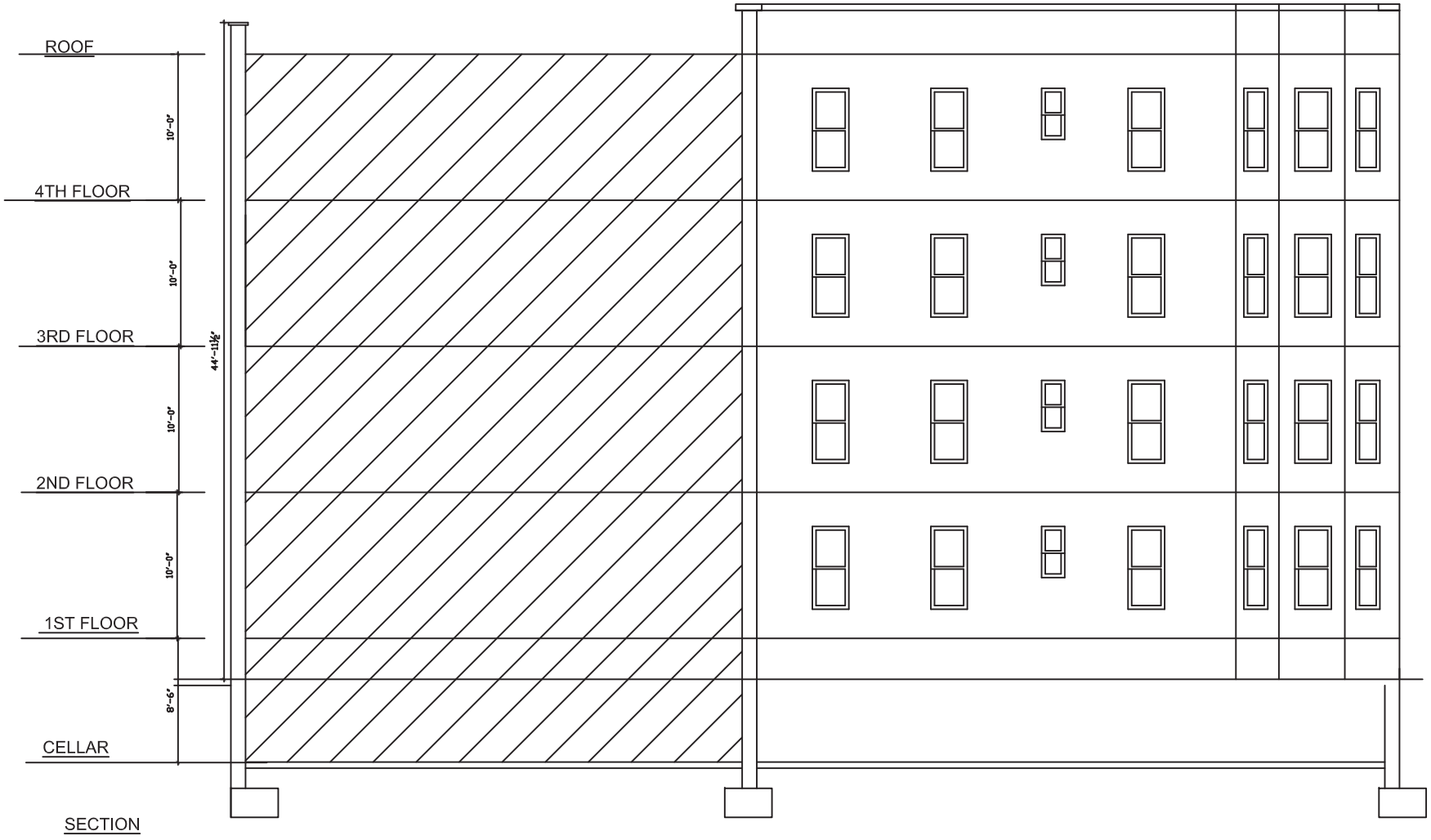


ROOF FLOOR PLAN

Date: 8/18/2015

Demerara Engineering PLLC
160 Pearl Street, 2nd Floor
New York, NY 10005

The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226



INNER COURT ELEVATION

Date: 8/18/2015
Demerara Engineering PLLC
160 Pearl Street, 2nd Floor
New York, NY 10005

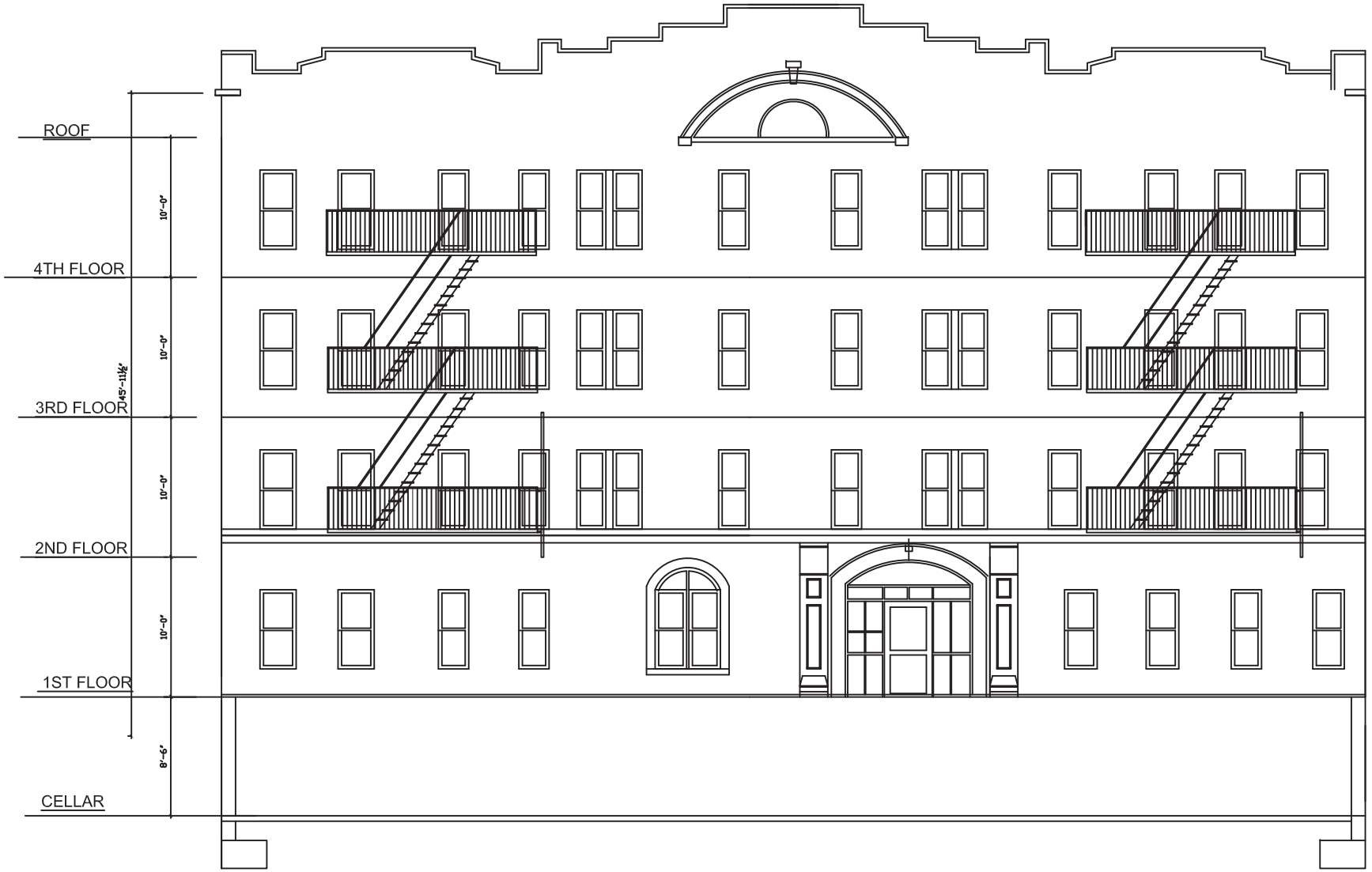
The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226



INNER COURT ELEVATION

Date: 8/18/2015
Demerara Engineering PLLC
160 Pearl Street, 2nd Floor
New York, NY 10005

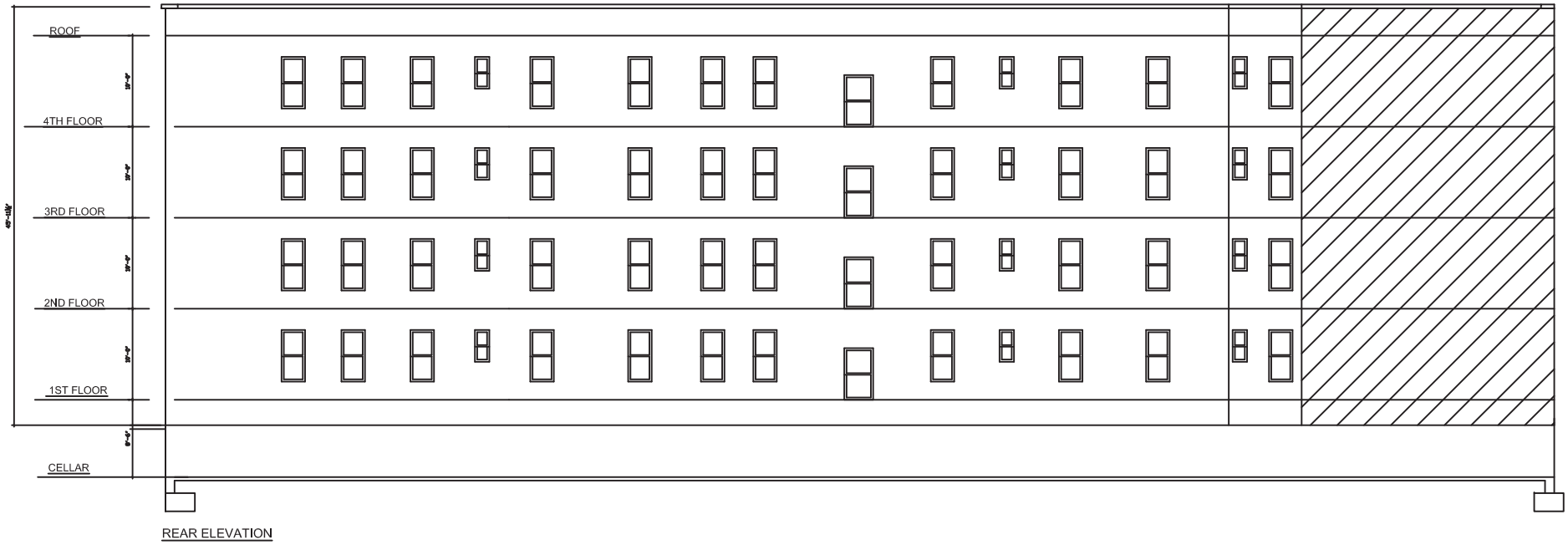
The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226



FRONT ELEVATION

Date: 8/18/2015
Demerara Engineering PLLC
160 Pearl Street, 2nd Floor
New York, NY 10005

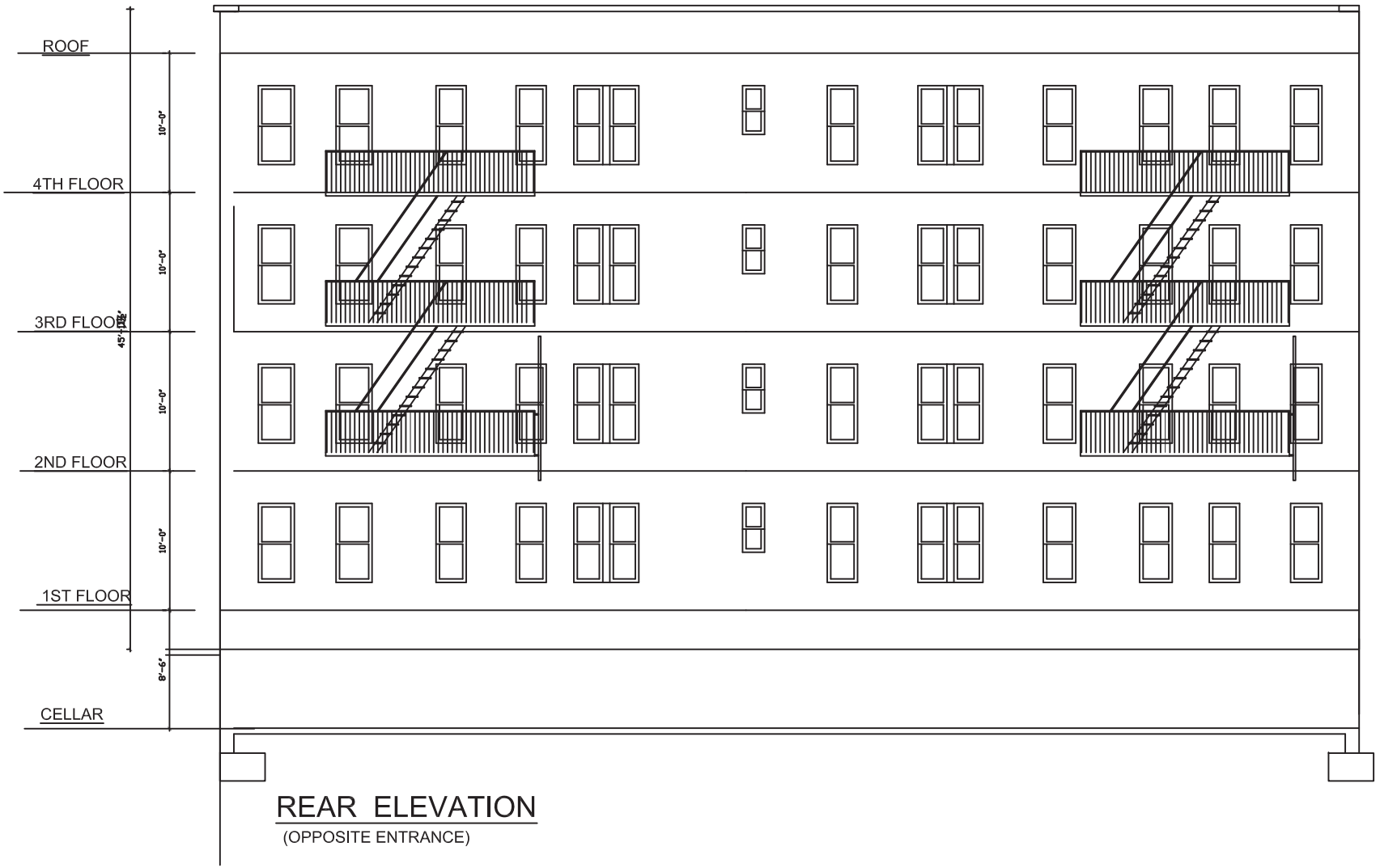
The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226



REAR ELEVATION

Date: 8/18/2015
Demerara Engineering PLLC
160 Pearl Street, 2nd Floor
New York, NY 10005

The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226



REAR ELEVATION
(OPPOSITE ENTRANCE)

Date: 8/18/2015
Demerara Engineering PLLC
160 Pearl Street, 2nd Floor
New York, NY 10005

DOCUMENT NUMBER 2

PURCHASE AGREEMENT

The Law Office of Jay Lichtman, P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

PURCHASE AGREEMENT

between

2107 Bedford, LLC

And

_____

For Unit Number ____ in
THE 2107 BEDFORD AVENUE CONDOMINIUM
2107 Bedford Avenue
Brooklyn, New York

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PURCHASE AGREEMENT

For Unit Number ____ in
THE 2107 BEDFORD AVENUE CONDOMINIUM
2107 Bedford Avenue
Brooklyn, New York

(Please execute in quadruplicate)

THIS AGREEMENT is made as of _____, 20_____ between 2107 Bedford, LLC (hereinafter the "Sponsor"), having an address at 85 Delancey Street, New York, New York 10002, _____ (hereinafter called the "Purchaser"), having an address at _____, and Fink & Zelmanovitz, P.C. (hereinafter "Escrow Agent"), having an address at 3839 Flatlands Avenue, Suite 206, Brooklyn, New York 11234.

1. Definitions

The following terms shall have the meanings ascribed to them:

(i) "Agreement": This Purchase Agreement.

(ii) "Amendment": An amendment to the offering Plan accepted for filing by the Attorney General, or if applicable an amendment to the recorded condominium Declaration.

(iii) "Attorney General": The Attorney General of the State of New York.

(iv) "Balance": the amount set forth in paragraph 4.

(v) "Building": shall mean the structure known as 2107 Bedford Avenue, Brooklyn, New York.

(vi) "Business day": Any day that is not a Saturday or Sunday or legal holiday of the State of New York or U.S. Government.

(vii) "Claim": any kind of claim, right or cause for Lawsuit or Lawsuit.

(viii) "Closing Date", "closing", "closing of title": and words of similar import are used synonymously and mean the settlement of the mutual obligations of the Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.

(ix) "Commitment": A written offer to make a loan to Purchaser, with or without recourse, whether or not conditional upon any factor, secured by a first mortgage on the Unit.

(x) "Condominium": shall mean The 2107 Bedford Avenue Condominium.

(xi) "Declaration": shall mean the Declaration of The 2107 Bedford Avenue Condominium establishing ownership of the Property.

(xii) "Deed": The deed described in paragraph 8 conveying the Unit to the Purchaser.

(xiii) "Department of Law": The Department of Law of the State of New York, which is administered by the Attorney General.

(xiv) "Include", "includes", "including", "such as", "for example" and similar words: Whenever these words precede a list of one or more items, the list is not to be limited to the item(s) mentioned and shall always be construed as though followed by the words "but not limited to".

(xv) "Indemnify": or a derivation thereof: this includes to defend and hold harmless.

(xvi) "Institutional Lender": A bank, saving bank, savings and loan association, trust company, credit union of which Purchaser is a member, licensed mortgage banker, insurance or governmental entity duly authorized to make a loan secured by a first mortgage on the unit.

(xvii) "Plan": shall mean the Offering Plan to convert the Property to condominium ownership and any Amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(xviii) "Property": shall mean the Building and the land on which it is erected, which are to be submitted to condominium ownership pursuant to Article 9-b of the Real Property Law.

(xix) "Purchase Price": The Purchase Price of the Unit set forth in paragraph 4.

(xx) "Notice": to Purchaser shall include facsimile transmission to Purchaser or Purchaser's attorney. Seller's attorney may send all notices to Purchaser's attorney and/or Purchaser via facsimile. A facsimile confirmation printout by Seller's attorney showing transmission was complete is sufficient evidence that the facsimile has been transmitted and the notice has been served.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

2. Plan

Purchaser acknowledges having received and read the Plan at least three (3) full business days prior to Purchaser's signing this Purchase Agreement. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the proposed Condominium Documents contained in Part II of the Plan) and agrees to abide and be bound by the terms and conditions thereof, as well as all Amendments to the Plan duly filed by Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the estimated Common Charges, the estimated real estate taxes to be paid by Purchaser, or the "Schedule B--Budget for First Year of Condominium Operation" of THE 2107 BEDFORD AVENUE CONDOMINIUM. Any such amendments shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchase Price and may be made by Sponsor without Purchaser's consent or approval. The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full opportunity to examine all documents, and investigate all statements, made herein and in the Plan.

3. Agreement to Purchase and Sell

Purchaser agrees to purchase from Sponsor, and Sponsor agrees to sell to Purchaser, for the Purchase Price Stated in paragraph 4, the unit designated as Unit Number _____ (hereinafter called the "Unit") in the Declaration, together with its appurtenant interest (hereinafter called the "Common Interest") in the Common Elements, on and subject to, the terms and conditions set forth herein.

4. Purchase Price

A. The purchase price for the Unit (exclusive of closing adjustments and costs referred to in Paragraphs 13 and 14 below) is $ _____ (hereinafter called the "Purchase Price"), which Purchaser agrees to pay to the Sponsor, as follows:

(i) $ _____ (hereinafter called the "Down Payment") is due on Purchaser's signing and submitting of this Agreement and is to be paid by Purchaser's personal check, receipt of which (subject to collection) is hereby acknowledged by Sponsor; (NOTE: A purchase agreement from a tenant in occupancy for his or her own unit executed during any exclusive purchase period shall have priority over and preempt any purchase agreement from non-tenants.)

(ii) $ _____ (hereinafter called the "Balance"), constituting the balance of the Purchase Price, is due on the delivery to Purchaser of the deed to the Unit and must be paid by Purchaser's personal certified check or official cashier's check, in either event drawn on a bank that is a member of the New York Clearing House Association.

B. The payment of the Balance and acceptance of deed to the Unit by Purchaser shall

constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing.

C. Purchaser is not required to pay the Balance or accept title to the Unit unless concurrently with, or prior to, closing all the prerequisites set forth under "Closing and Terms of Sale" in Part I of the Plan are met.

THIS PURCHASE AGREEMENT IS NOT CONDITIONED UPON A PURCHASER SECURING SATISFACTORY FINANCING. THE SPONSOR MAY, AT ITS OPTION, CONDITION THE CONTRACT UPON FINANCING, PROVIDED THAT PURCHASER AND SPONSOR BOTH PROPERLY COMPLETE AND INITIAL A FINANCING CONTINGENCY RIDER, THE FORM OF WHICH IS ANNEXED HERETO AS EXHIBIT "B".

SPONSOR IS NOT OBLIGATED TO EXTEND OR ARRANGE FINANCING. NO REPRESENTATION IS MADE THAT BANK FINANCING WILL BE AVAILABLE TO PURCHASER OR AS TO THE AMOUNT, TERMS AND CONDITIONS UPON WHICH SUCH FINANCING MAY BE GRANTED OR THE COST TO OBTAIN SAME.

5. Procedure to Purchase

(i) The law firm of Fink & Zelmanovitz, P.C., with an address of 3839 Flatlands Avenue, Suite 206, Brooklyn, New York 11234, telephone number 718-377-7600, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Neil Fink and Judah A. Zelmanovitz. 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.

(ii) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

(iii) The Escrow Agent has established the escrow account at Signature Bank, located at 6321 New Utrecht Avenue, Brooklyn, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Fink & Zelmanovitz P.C. IOLA #7" ("Escrow Account"). The Escrow Account is an IOLA 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, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

(iv) All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other valid instruments, and shall be made payable to or endorsed by the Purchaser to the order of "Fink & Zelmanovitz P.C as Attorney."

(v) The Escrow Account is an IOLA account with no interest accrued to the benefit of the either the Sponsor or Purchaser. An IOLA account is a special segregated escrow account maintained by an attorney in which the interest earned is paid to the State of New York. It is not anticipated that any interest will be earned thereon. If at some future point, the Offering Plan is amended to provide that the account will be a non-IOLA account, then the interest rate for all deposits made into the Escrow Account shall be the prevailing rate for such accounts and interest will begin to accrue upon placing the deposit into the Escrow Account. In Such case, 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.

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

(vii) 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.

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

(ix) Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the

acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

(x) The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

The Sponsor shall not object to the release of the Deposit to:

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

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

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.

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

(xii) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(xiii) 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).

(xiv) Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

(xv) Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

(xvi) Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

(xvii) Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

(xviii) Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

6. Closing Contingent on Plan Being Declared Effective

The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan, as same may be amended from time to time. Purchaser understands and agrees that the Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter, in certain limited cases set forth in the Plan (see the section in the Plan entitled "Effective Date" for full details). The Plan will be abandoned or deemed abandoned if it has not been declared effective within the time limits prescribed in the Plan. The Sponsor shall notify Purchaser, in writing or by a duly filed Amendment to the Plan,

when the Plan becomes effective or is abandoned. If the Plan is abandoned, unit upgrade funds will be returned to Purchasers.

7. Closing Date and Place

The closing of title shall occur on the date and at the time and place in the 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 date and time for closing 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. Purchaser may waive this thirty (30) day provision by initialing below.

I hereby waive the provision requiring thirty (30) days' notice of closing _____.

8. The Deed

At closing, Sponsor shall deliver to Purchaser a Bargain and Sale Deed with covenant against grantor's acts transferring to Purchaser full ownership (fee simple title) to the Unit. The deed shall be substantially in the form reproduced as Document Number 5 in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Such executed deed shall be delivered immediately to the representative of the title company insuring Purchaser's title (or, if no such representative is present, to Purchaser or Purchaser's attorney).

9. State of Title

Legal ownership to the Unit shall be transferred to Purchaser at closing subject only to the liens, encumbrances and title conditions (hereinafter called the "Permitted Encumbrances") enumerated in Exhibit A to this Agreement.

A. Any encumbrance to which title is not to be subject shall not be an objection to title if (i) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (ii) Riverside Abstract, (or such other title insurance company as Purchaser may utilize), is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien. The parties agree that the Sponsor may pay and discharge any liens and encumbrances upon the Property, not provided for in the Plan or this Purchase Agreement, out of the monies to be paid by the Purchaser at the time of closing title.

B. Notwithstanding anything else to the contrary in this Purchase Agreement or the Plan, if Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Purchase Agreement and the Plan, Sponsor shall not be obligated to bring any action, suit or other proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such

inability, and, in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be either (i) to take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (ii) to terminate this Purchase Agreement. If Purchaser so elects to terminate this Purchase Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited by Purchaser hereunder (except for funds released to Sponsor to be used for special work, upgrades or extras), together with interest earned thereon, if any, and, upon the making of such payment, this Purchase Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Purchase Agreement or the Plan except for provisions hereof that by their terms survive the termination hereof. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within fifteen (15) days after the giving of Sponsor's notice of refusal to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (i) above (i.e., to acquire title subject to such inability).

10. Title Company Approval

Sponsor shall give, and Purchaser shall accept such title as any member of the New York Board of Title Underwriters will approve and insure, provided only the liens, encumbrances and conditions affecting title shall be the Permitted Encumbrances. Sponsor shall not be obligated to satisfy any exceptions to title raised by any other title insurance company.

11. Sponsor's Inability to Convey Title

Sponsor may not abandon the plan after effectiveness for any reason other than a defect in title which cannot be cured without litigation or cannot be cured for less than a stated amount which shall not be less than one-half of one percent of the total offering amount.

12. Purchaser's Remedies

In the event that the Sponsor shall for any reason (except for willful default) be unable to convey and deliver the apartments in accordance with the 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 down payment 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 in the Plan shall be construed to waive a purchaser's rights or abrogate Sponsor's obligations under Article 23-A of the GBL.

13. Closing Adjustments

A. At closing, Sponsor and Purchaser shall apportion, as of midnight of the day preceding the closing:

(i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the fiscal or calendar year for which assessed, including water charges and sewer rents (if separately assessed) and any escrows for real estate taxes;

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

(iii)rent and other charges, if any, pursuant to a lease for, or tenancy of, the Unit.

(iv)insurance apportioned to unit until the policy expiration date

The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

B. In the event the Unit has not been separately assessed for the then current fiscal tax year at the time of title closing, the apportionment of real estate taxes shall be based on the Unit's pro-rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. If the Unit has been separately assessed but the closing occurs before the tax rate is fixed, then the apportionment of real estate taxes shall be based upon the latest tax rate applied to the most recent assessed valuation.

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

D. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by the Purchaser without abatement, set off or credit against the Purchase Price, without recourse of any kind against the Seller and shall not be considered a defect in title.

14. Purchaser's Closing Costs

At the time of title closing, each Purchaser of a Unit will pay the balance of the Purchase price along with certain closing costs in addition to the legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan and are subject to change without prior notice or amendment:

(i) If such Purchaser elects to obtain fee title insurance, he or she will pay a premium therefor to his or her title insurance company which will vary depending upon the amount of insurance

requested. The premium for fee title insurance, if ordered through a title insurance company (the Purchaser is free to choose any title company), should be $773.00 for the first $100,000.00 of fee insurance plus $4.36 for each $1,000.00 or fraction thereof of additional fee insurance up to $500,000.00. The premium for mortgage title insurance should be $654.00 for the first $100,000.00 of insurance plus $3.64 for each $1,000.00 or fraction thereof of additional insurance up to $500,000.00. Riverside Abstract: a) has updated the title search; and b) has been retained by the Sponsor to clear any title issues affecting the premises, and c) has been retained by the Sponsor to record any documents requiring recording with respect to this offering plan. A copy of the title report will be furnished to the purchaser. In the event that Purchaser's title company refuses to accept Sponsor's undertaking in lieu of an escrow, than the Purchaser shall be required to accept title insurance from the title company procured by Sponsor provided that such title company will accept such undertaking.

(ii) A fee for recording the deed and Unit Owner's Power of Attorney of $32.00 for each instrument plus $5.00 per page, together with a service charge to the title company for such recording of approximately $185.00;

(iii)If Purchaser obtains a mortgage loan, Purchaser will pay:

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

(b) mortgage recording tax in the amount provided for by law, currently 2.05% (1.8% paid by the purchaser, 0.25% paid by the Lending Bank) of the face amount of the mortgage for mortgages under $500,000.00 and 2.175% (1.925% paid by the purchaser, 0.25% paid by the Lending Bank) for mortgages over $500,000.00);

(c) Purchasers shall pay Seller an equal to all of Purchaser's savings in the mortgage recording tax to which Purchaser is entitled, whether such savings result from an assignment of an existing mortgage on the unit or is pursuant to Real Property Law 339-ee or otherwise. (Note: The Lending Bank pays an additional 0.25%);

(d) Purchasers will pay a premium through the title insurance company for the mortgage title insurance policy. In addition, such Purchaser shall pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser is entitled under Section 339-ee(2) of the Condominium Act. All such payments shall be made upon execution of the loan documents.

(e) all costs and expenses in connection with such loan in amounts determined by the lender, i.e., application, points, credit report, survey, appraisal, bank's attorney's fees, Residential and Condominium Endorsements (title insurance forms required by banks) escrows (such as for common charges and real estate taxes) private mortgage insurance if any, and any other fees required by lender. Sponsor makes no representation or warranty as to such closing costs or expenses or as to the availability of such financing.

(f) Purchaser shall pay all governmental fees and title company service charges associated with discharging and recording a mortgage lien release and UCC-3 termination statement or other appropriate instruments discharging the unit and its contents from any mortgage lien and security interest other than the lien of any mortgage loan Purchaser obtains.

(iv) Although usually Seller's expense, Purchaser shall pay the Real Property Transfer Tax due to The City of New York. This tax is in the amount of 1% of the total purchase price of the Unit if the purchase price is $500,000.00 or less and 1.425% of the total purchase price if the purchase price is more than $500,000.00. The Purchaser shall also pay for the New York State deed documentary stamps (currently $2.00 per $500.00, or fractional portion thereof of the purchase price) imposed by statute on transferors of property. For purposes of calculating the transfer taxes to be paid, consideration includes the transfer taxes paid by Purchaser. The sample calculation of taxes in the Plan includes tax on the consideration.

(v) Purchaser will be required to deposit with the Board of Managers four (4) months' estimated monthly common charges for his unit to be used as working capital.

(vi) Purchaser shall be obligated to pay the following fees to Sponsor's attorney: (i) $2,000.00 for services rendered in connection with the preparation of documents, (ii) $350.00 if the closing is held at any location other than Sponsor's attorney's office, (iii) $250.00 if Purchaser applies for and closes with a mortgage; (iv) $100.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor's attorney; and (v) $100.00 for each time the closing is rescheduled, for the costs to fix a new Closing Date and time, to coordinate the attendance of all persons, to re-date the closing documents and to recalculate the closing apportionments.

(vii) At closing, each purchaser shall pay to the Sponsor the sum of $2,500.00 to defray the Sponsor's costs of creating the condominium, e.g., architectural costs, filing fees, legal fees and other costs incurred in creating the condominium.

15. Rent Security Deposit

If Purchaser is or hereafter becomes a tenant of the Unit, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser, together with any interest earned thereon, within thirty (30) days following the closing, provided Purchaser is not in default under Purchaser's lease or tenancy obligations.

If the Unit is occupied by other than Purchaser, Purchaser shall be liable to the tenant in occupancy for any sum of money deposited as security, and such liability shall attach whether or not the Purchaser has, upon the conveyance of such Unit, received the sum as deposited. Sponsor may not assign its debtor tenant accounts to a Purchaser.

The Purchaser may not occupy the Unit or perform any work in the Unit prior to closing without the prior consent of the Sponsor. In the event the Purchaser occupies the Unit or

performs any work in the Unit prior to closing without the prior consent of the Sponsor, such event shall constitute a default under Section 18 of this Agreement.

It is expressly understood and agreed that the Purchaser shall in no event take possession of the Unit prior to the time of the delivery of the deed (unless Seller agrees to give Purchaser an interim lease, which Seller is not obligated to give), and full compliance by the Purchaser with the terms of this Purchase Agreement, and should the Purchaser violate this provision, the Purchaser consents that the Sponsor shall have the right to remove him or her from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Sponsor, and if the Sponsor so elects, the Sponsor may cancel this Purchase Agreement and the amount deposited hereunder shall belong to the Sponsor as liquidated damages deemed earned hereunder, but not more than ten percent (10%) of the purchase price, together with amounts (if any) released to Sponsor to be used for special work, upgrades or extras, shall be paid over to the Sponsor as liquidated damages. Notwithstanding the above, the Sponsor may receive the actual costs incurred for any special work, upgrades or extras ordered by Purchaser as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds ten percent (10%) of the purchase price plus interest. It is further understood and agreed that the Sponsor will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the Property before, on or after the closing of title herein. Sponsor may, in its discretion, grant Purchaser possession of the Unit prior to Closing under an Interim Use and Occupancy Agreement, if the Unit is currently or hereafter becomes vacant.

16. Power of Attorney to Board of Managers and Sponsor

At closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or if no representative is present, then to Sponsor's attorney) for recording in the Brooklyn County Clerk's Office, a power of attorney in favor of the Board of Managers relative to purchasing or leasing of Units and in favor of Sponsor relative to amending the Condominium Documents to the extent permitted in the power of attorney. The power of attorney shall be substantially in the form set forth in Document Number 4 in Part II of the Plan. After being recorded, the power of attorney shall be sent to the Condominium Board.

17. Transfer Tax Return

At closing, Sponsor and Purchaser shall each duly complete and sign before a Notary Public the transfer tax return required to be filed with The State of New York. The transfer tax return shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer.

18. Events of Default

A. The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 8 herein;

(ii) Purchaser's failure to duly sign, notarize and deliver at closing the power of attorney pursuant to paragraph 16 above or the New York State transfer tax return pursuant to Paragraph 17 above;

(iii) If Purchaser is or becomes a tenant of the Building, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations, which results in Purchaser's eviction from Purchaser's Unit (either by voluntary removal or by court order); or

(iv) If Purchaser occupies the unit or performs any work in the unit prior to closing without the prior consent of the Sponsor;

(v) The failure to pay, perform or observe any of the Purchaser's other obligations hereunder, which is not cured within thirty (30) days after the mailing of written notice specifying the nature of such default.

B. Upon the occurrence of an Event of Default, the Sponsor's sole remedy shall be to cancel the Purchase Agreement by sending Purchaser thirty (30) days' prior written notice of its intention to do so. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the cancellation notice within which time Purchaser must cure the specified default. If the default is not timely cured, then Sponsor shall have the right to retain, as and for liquidated damages, the Down Payment (but in no event to exceed ten percent (10%) of the Purchase Price of the unit) plus the cost of any special work in the Unit ordered by Purchaser and expended by the sponsor from the amount Purchaser delivered therefore, (hereinafter called the "Liquidated Sum") and any sums in excess thereof (together with any interest earned thereon) shall be returned to Purchaser promptly thereafter. Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

C. In the event that a purchaser does not close on the Closing Date set forth in the Notice of Closing, and 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

calculated at a daily rate of approximately 0.0277%. This rate shall be in effect for as long as there is any unpaid amount owing towards the full purchase price.

D. Notwithstanding the occurrence of an Event of Default Sponsor may, in its sole discretion, keep this Agreement in effect and proceed to close title without prejudicing Sponsor's right to recover from Purchaser's damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, legal fees and costs of collection).

E. If Purchaser is or becomes a tenant of the Building and Purchaser fails to pay rent or otherwise comply with Purchaser's lease or tenancy obligations, or Purchaser vacates or abandons the leased premises, then such failure, vacating or abandonment (as the case may be) shall constitute a default hereunder entitling Sponsor, at its sole option, to cancel this Agreement, even though Purchaser is not evicted from the leased premises as a result thereof. However, in the event Sponsor elects to so cancel, unless Purchaser is evicted, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee and shall refund to Purchaser all monies deposited hereunder together with any interest earned thereon. Upon such refund being made, Sponsor and Purchaser will be released and discharged of all further liability and obligations under this Agreement and the Plan. However, in no event shall Purchaser be released or excused from paying and performing Purchaser's lease or tenancy obligations.

19. Appliances and Equipment

A. 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, if any. 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. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's 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 an addendum to this Agreement or separate agreement). If the Plan is abandoned, unit upgrade funds furnished to Sponsor will be returned to Purchasers.

20. 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 that 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 subparagraph 2(b) of "Rights and Obligations of Sponsor--Construction Obligations" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in subparagraph 5 of "Rights and Obligations of Sponsor: Construction Obligations.

21. 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 C 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 Sponsor -- Construction Obligations" as set forth in the offering plan.

22. Possession; Risk of Loss

A. Unless Purchaser now resides in the Unit, Purchaser shall not be entitled to occupy the Unit until the deed is delivered to Purchaser at closing. Sponsor may, in its discretion, grant Purchaser possession of the Unit prior to the closing under an interim lease, if the Unit is currently, or hereafter becomes, vacant.

B. If Purchaser is given possession of the Unit prior to Closing under an interim lease or otherwise, the Purchaser shall be solely responsible for any damage to, or loss or other condition in the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its installations. However, until closing Sponsor will remain responsible to make those repairs required of it as a landlord under any existing or interim lease and, after closing, the Condominium Board will be responsible to make those repairs required of it under the Condominium Documents.

C. If during Purchaser's occupancy the Unit is damaged by casualty or otherwise, the Purchaser shall assume the risk of losses not covered by insurance, unless the cause thereof originated outside the Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If Purchaser is obligated to repair the damage, then Purchaser's failure to make such repair shall not excuse Purchaser from paying the Balance and accepting delivery of the deed.

D. Except as provided in the preceding subparagraph C, all other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit. If Sponsor or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage, this agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been substantially repaired to as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or other Unit Owners) and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing.

E. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Condominium's By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited hereunder, without interest (unless interest is earned), whereupon the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain the Liquidated Sum pursuant to Paragraph 19 above. The Sponsor will notify the Purchaser within fifteen (15) days of its decision with respect to repairing the unit.

23. No Representation

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the estimated Common Charges and estimated real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data,

except as may be specifically represented herein or in the Plan; Purchaser having relied on Purchaser's own examination and investigation thereof. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchaser the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans, is accurate or correct, provided the layouts and dimensions conform substantially to such Floor Plans and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. The provisions of this Paragraph 24 shall survive the closing of title.

24. 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.

Notice to Purchaser shall include facsimile transmission to Purchaser or Purchaser's attorney. Seller's attorney may send all notices to Purchaser's attorney and/or Purchaser via facsimile at the following number(s):

_____

_____.

A facsimile confirmation printout by Seller's attorney showing transmission was complete is sufficient evidence that the facsimile has been transmitted and the notice has been served.

25. 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 the 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 25 shall survive the closing.

26. No Lien; Agreement Subject to Mortgage

A. No lien or encumbrance 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.

B. In furtherance and not in limitation of the provisions of the preceding subparagraph A, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date unless Purchaser assumes such mortgages. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration and the Unit is released from the lien of such mortgage at closing.

27. Entire Agreement

This Purchase Agreement, together with the Plan, as the Plan may be amended from time to time, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understandings and agreements.

28. Joint Purchasers

The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

29. Liability of Sponsor

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

B. Disclaimers or limitations of liability on the part of the Sponsor or its principals for failure to perform any obligation imposed by applicable statute or regulation may not be included. The plan may not include any financial limitation on Sponsor's liability for failure to perform its obligations under the offering plan.

30. Further Assurances

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

31. Severability

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

32. 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.

33. Governing Law

The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York.

34. Gender

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

35. Certain References

The term "herein", "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Paragraphs, subparagraphs or other provisions are references to Paragraph, subparagraphs or other provisions of this Agreement.

36. Captions

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

37. Successors and Assigns

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

38. No Oral Changes

This Agreement cannot be changed nor any provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

39. Acceptance of Purchase Agreement

A. On or prior to Purchaser's signing and delivering this Purchase Agreement, Purchaser agrees (if requested) to complete, sign and deliver to the Selling Agent an application form furnished by Sponsor. Such application shall be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor.

B. The submission of such application or this Purchase Agreement to Purchaser does not constitute a binding obligation on either Purchaser or Sponsor. No such binding obligation shall arise until duplicates of this Purchase Agreement are executed by, and delivered to, both Purchaser and Sponsor (or Sponsor's duly authorized agent). If, within twenty (20) days after the Selling Agent receives this Purchase Agreement signed by Purchaser, a duplicate of this Agreement signed by Sponsor or its authorized agent is not sent or delivered to Purchaser, then it shall be deemed rejected and of no force or effect, and all monies paid by Purchaser shall be promptly refunded, without interest. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status or other ground proscribed by law.

40. Purchase Agreement Not Conditioned on Financing.

Purchaser may partially finance the purchase of this unit by obtaining a mortgage loan for the purchase price. However, the obligations of purchaser under this Purchase Agreement are not conditional on the purchaser's obtaining financing.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

41. Agreement Not Assignable; Binding Effect

This Purchase Agreement is not assignable without the consent of the Sponsor.

This Purchase Agreement shall bind and apply to Purchaser and Purchaser's executors, administrators, legal representatives, heirs, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Purchaser:

_____L.S.

_____L.S.

Purchaser's Address:

_____

Accepted and Agreed to:

By: _____

Date Accepted: _____

Receipt of the Down payment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 5 above.

_____

Fink & Zelmanovitz, P.C., Escrow Agent

EXHIBIT A
PERMITTED ENCUMBRANCES

Title to each Residential Unit and its Common Interest will be conveyed at the closing of title to such Residential Unit free and clear of all liens, encumbrances, and title exceptions other than those described in the proposed Unit Deed and the title exceptions and other matters set forth below (collectively the "Permitted Encumbrances"):

1. Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasi-governmental authority having jurisdiction.

2. Title exceptions may include the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable.

3. Zoning regulations, ordinances, building restrictions and regulations;

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

5. Encroachments of the Building, walls, stoops, steps, balconies, ornamental columns, windows, door caps, keystones, ledges, pilasters, coping, trim and cornices, and any other part thereof, if any, upon any street or highway or upon any adjoining property and similar encroachments upon the Property;

6. Sewer, water, electric, plumbing, heating, gas, telephone and other utility easements and consents, if any, then or thereafter recorded, including the right to maintain and operate lines, wires, cables, amplifiers, transformers, pipes, conduits, poles, meters and distribution boxes in, over, under and upon the Property and the Building;

7. The lien of any mortgage, lien or other encumbrance granted, created, or obtained by the Purchaser;

8. Easements for ingress and egress for construction, installation, operation and maintenance of municipal service facilities and utilities. Any easement or right of use in favor of handicapped persons or any easement or right of use in favor of any utility company for electricity, steam, gas, telephone, water, or other service, and the right to construct, use, maintain, repair, and replace all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building.

9. Any Party walls and party wall agreements;

10. Any other covenants, restrictions, easements, or any other encumbrance (other than for the payment of money), provided that they do not prohibit the existence and use of such Residential Unit;

11. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax (which is to be paid by the Condominium Board);

12. The lien of any Common Charges and Special Assessments, real estate taxes, water frontage and/or meter charges, sewer rents, vault charges and assessments, provided that apportionment of such items is made as provided in the Section of the Plan entitled "Unit Closing Costs and Adjustments";

13. Eases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements. Service, labor, concessionaire and maintenance agreements contemplated under the Plan;

14. Any Interim Lease with the Purchaser for such Residential Unit and any other leases, tenancies and occupancies permitted by the Purchase Option Agreement for such Residential Unit;

15. Any lien, notice of pendency or other encumbrance either (i) for which the instrument required to remove said lien, notice of pendency or other encumbrance of record is delivered at or prior to the date of closing of title to the Residential Unit, together with the required recording or filing fee, to the proper party or to the Purchaser's title insurance company, or (ii) as to which the Purchaser's title insurance company will insure that the lien, notice of pendency or other encumbrance will not be collected out of or enforced against the Residential Unit;

16. The lien of any assessment or assessments that are or may become payable in annual installments of which any installment is then a charge or a lien, provided that apportionment thereof is made as provided in the Section of the Plan entitled "Unit Closing Costs and Adjustments";

17. Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Sponsor or any of its principals, provided Sponsor or any such principals, as the case may be, deliver to the Purchaser or the Purchaser's title insurance company an affidavit showing that such judgments, bankruptcies or other returns are not against Sponsor or any such principals, as the case may be;

18. Uniform Commercial Code financing statements or conditional bills of sale, provided that (i) such statements were filed on a date more than five years prior to the closing of title to the Unit, (ii) Sponsor executes and delivers to the Condominium an affidavit setting forth that the property covered thereby is no longer in the Residential Unit or is fully paid for, or (iii) a tenant is the debtor thereunder;

19. Sidewalk violations and any other violations against the Property that are the obligation of any Board or another Unit Owner to correct.

20. All of the terms, burdens, easements, covenants, restrictions, conditions and rules and regulations set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Residential Unit Owner's Power of Attorney and the Floor Plans, all as may be amended from time to time; and

21. The standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring Purchaser's title to the Residential Unit.

22. Any encumbrance as to which the title insurance company which insures Purchaser's title to the Unit would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.

23. Any lease covering the Unit.

24. Certificate of Occupancy to be issued covering the unit if required.

25. Any violations against the Property (other than the Unit) which are the obligation of the Condominium Board or another Unit Owner to correct.

26. Encroachments of shrubbery, stoops, areas, steps, doors, ledges, window sills, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, sewerage pipes, air-conditioning units, canopies, ramps, and similar projections, if any, on, over, or under the Property or the streets or sidewalks or property abutting the Property and the rights of governmental authorities and adjoining property owners to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense in excess of its obligations under the Plan to cure any inability to deliver title to a Residential Unit in accordance with the Plan and the terms of the Purchase Option Agreement for such Residential Unit. If Sponsor notifies a Purchaser of its refusal to cure any such inability, then such Purchaser's sole remedy will be either (a) to take such title as Sponsor is able to deliver without abatement in or credit against the Purchase Price for the Residential Unit and without any claim or right of action against Sponsor for damages or otherwise or (b) to terminate his Purchase Option Agreement and receive a refund of his Down Payment and any interest earned thereon. A Purchaser must notify Sponsor in writing as to which option such Purchaser elects within ten (10) days after the giving of Sponsor's notice of refusal to cure such inability, with TIME BEING OF THE ESSENCE. If a Purchaser fails to timely deliver such notice, it will be conclusively deemed that such Purchaser has elected to acquire title to the Unit subject to such inability as set forth in clause (a).

EXHIBIT B
TERMS OF FINANCING CONTINGENCY RIDER

THE TERMS SET FORTH IN THIS FINANCING CONTINGENCY RIDER SHALL APPLY, AT SELLER'S SOLE OPTION, ONLY IF AGREED TO BY THE SPONSOR IN THE SPACE PROVIDED BELOW. PURCHASER'S SIGNATURE ALONE DOES NOT EFFECTUATE THIS FINANCING CONTINGENCY RIDER.

THIS RIDER IS ANNEXED TO AND FORMS A PART OF THE PURCHASE AGREEMENT, DATED _____, BETWEEN 2107 BEDFORD, LLC, SELLER, AND, _____ AS PURCHASER, RELATIVE TO THE SALE OF UNIT _____ AT THE 2107 BEDFORD AVENUE CONDOMINIUM, 2107 BEDFORD AVENUE, BROOKLYN, NEW YORK.

1. Purchaser shall submit a loan application to Sponsor's Preferred Mortgagee, Bank of America Home Loans, NMLS#589997, Patrick McCarthy, Mortgage Loan Officer, Office: (646) 556-4123, Cell: (917) 596-4523, Fax: (866) 517-5207, Email: Pmccarthy3@bankofamerica.com. Purchaser may also apply to a lender (and close with said lender) at Purchaser's cost. If Purchaser chooses to apply to a lender other than Sponsor's Preferred Mortgagee, and shall not apply with Sponsor's Preferred Mortgagee, this mortgage Financing Contingency Rider shall be of no force and effect and be deemed extinguished. If Purchaser's are denied by the lender of their choice but are approved by Sponsor's Preferred Mortgagee at prevailing rates for a thirty (30) year fixed mortgage, Purchaser shall close with Sponsor's Preferred Mortgagee or be deemed in default of the Purchase Agreement. If Purchaser is approved by both Sponsor's Preferred Mortgagee and the lender of Purchaser's choice, Purchaser may choice with either lender. The name of the proposed lending institution or mortgage broker shall be disclosed in the space provided on the Rider.

2. Within two (2) weeks of signing this agreement Purchaser must make a mortgage application. Within seven (7) days thereafter, the Purchaser must provide the Seller and/or Seller's attorney with the name and address of the bank or mortgage broker to which application has been made. Seller and/or Seller's attorney shall be permitted to deal directly with Purchaser's bank or mortgage broker. Failure to send such notice will be considered to be a waiver of the mortgage contingency.

3. The obligations of Purchaser hereunder are conditioned upon issuance on a date which is on or before forty-five (45) days from date of notice set forth in Paragraph A ("Mortgage Contingency Expiration Date"), of a written commitment from any Institutional Lender (which shall include a mortgage banker and broker) pursuant to which such Institutional Lender agrees to make a first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of an amount equal to 75% of the purchase price or such lesser sum as Purchaser shall be willing to accept, at prevailing interest rates for a term of at least thirty (30) years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender.

4. Purchaser shall (a) make an application within two (2) weeks after receiving the notice

referred to in Paragraph A above, (b) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (c) pay all fees, points and charges required in connection with such application and loan, (d) pursue such application with diligence, (e) cooperate in good faith with such Institutional Lender to obtain such commitment and (f) give notice within three (3) weeks to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof.

5. If such commitment is not issued on or before the Mortgage Contingency Expiration Date, or a rejection is received, Purchaser shall within five (5) days of the Mortgage Contingency Expiration Date or rejection date, notify the Seller of the failure to receive a commitment or of the rejection and at such time, Purchaser in the event he was approved by the Preferred Mortgagee, must close with Preferred Mortgagee or be deemed in default, or in the event he was denied by both lenders, may cancel this contract by giving notice to Seller, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract and the down payment shall be promptly refunded to Purchaser. Provided, however, that at such time, the Seller, at its option, shall within fifteen (15) days, cause the Purchaser to submit an application together with the required fees to an Institutional Lender and Purchaser shall be required to accept the commitment under terms equal to or better than the terms originally sought by the purchaser.

6. If Purchaser fails to give notice of cancellation then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Down payment by reason of the contingency contained in this Rider and the mortgage contingency will no longer apply. In addition, if Purchaser fails to notify Seller within fifty (50) days of the date of the notice set forth in Paragraph A that he has received a commitment, Seller may at its option cancel the contract and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract, and upon cancellation the down payment shall be promptly refunded to Purchaser.

Provided that the purchaser complies with all of the above terms, if the financing commitment lapses or expires prior to closing and the purchaser has made a good faith effort to extend the commitment, the Sponsor will grant to purchaser a right of rescission and a reasonable period of time to exercise such right.

A purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal and origination fees (if any).

In accordance with the Financing Contingency, the purchaser will have the right to terminate the Purchase Agreement and be refunded all monies deposited thereunder, without interest, in the event:

A. an institutional lender fails, through no fault of the purchaser, to issue its commitment on the terms described above within 45 days (or such greater period as the Sponsor may

permit, in Sponsor's sole discretion), provided the purchaser gives notice of termination not later than five (5) days after the expiration of the aforementioned period; or

B. the commitment issued by the lender is not funded by the closing through no fault of the purchaser, provided the purchaser gives notice of termination no later than ten (10) days before the closing.

In the event purchaser fails to exercise the right of termination within time periods set forth above or has failed to satisfy the conditions set forth in the Financing Contingency Rider, then, in either case, the Purchase Agreement shall remain in full force and effect.

SELLER:

By: _____

PURCHASER:

By: _____

PURCHASER:

By: _____

EXHIBIT C
INSPECTION STATEMENT

_____, 20___

2107 Bedford, LLC

Re: The 2107 Bedford Avenue Condominium
2107 Bedford Avenue, Brooklyn, New York
Unit No. _____

Ladies and Gentlemen,

As a result of my/our final inspection on this date, please be advised that, except as otherwise noted on the attached sheet, I/we found the Unit in good condition:

I/we understand that to avoid the risk of pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs, mechanical chimes, plumbing fittings, light fixtures, electrical receptacles, toilet room accessories, door hardware and _____, may be installed just prior to my/our date of moving. I/we agree and I/we will sign off on each item requiring adjustment or repairs, if any, as it is completed.

I/We agree that I/we will promptly initial each item set forth on the attached inspection sheet as it is completed to acknowledge completion. My/Our failure to respond to you within five (5) business days of your written request for such acknowledgment shall be deemed to mean that I/we have accepted and acknowledged the work as complete. I/We understand that work indicated on the inspection sheet shall be performed in accordance with the practice of the industry. In the event of a dispute, Sponsor's contractor, architect or engineer shall determine whether or not such work was performed according to such standard and his or her decision shall be binding on the parties hereto.

You agree to complete all items listed on this inspection statement within a reasonable period of time following closing to my/our Unit, subject to delays for work or materials beyond your control.

This Inspection Statement shall survive closing of title to my/our Unit.

2107 Bedford, LLC

By: _____
Sponsor's Representative

_____
Purchaser's Signature[1]

_____
Purchaser's Signature[1]

[1] If one purporting to be the Purchaser's agent signs to acknowledge completion, the Sponsor shall be entitled to rely on such signature as acknowledgment of completion and Purchaser shall be bound thereby.

EXCEPTION SHEET AND
CERTIFICATE OF COMPLETION, ADJUSTMENT AND/OR REPAIRS

Re: 2107 Bedford Avenue, Brooklyn, New York
Purchaser: _____
Unit No.: _____
Date: _____
Time: _____

1	
2	
3	
4	
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12	

_____ _____
Sponsor's Representative Purchaser's Representative

100% Sign off on All Items: _____ Date: _____

_____ _____
Sponsor's Representative Purchaser's Representative

ADJUSTMENTS AND/OR REPAIRS

Signature	Item Number	Dates Completed

DOCUMENT NUMBER 3

NEW YORK STATE AND NEW YORK CITY TAX FORMS

New York State
Real Estate Transfer Tax Return
Credit Line Mortgage Certificate (TP-584)

and

New York Department of Finance
Real Property Transfer Tax Return (RPT)

TP-584 (3/07)

New York State Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Please print or type.*

Schedule A — Information relating to conveyance

Grantor/Transferor ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Other	Name *(if individual; last, first, middle initial)*			Social security number
	Mailing address			Social security number
	City	State	ZIP code	Federal employer ident. number
Grantee/Transferee ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Other	Name *(if individual: last, first, middle initial)*			Social security number
	Mailing address			Social security number
	City	State	ZIP code	Federal employer ident. number

Location and description of property conveyed

Tax map designation			Address	City/village	Town	County
Section	Block	Lot				

Type of property conveyed *(check applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Other _____

Date of conveyance _____ (month / day / year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

Condition of conveyance *(check all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identify or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☐ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part III)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Other *(describe)* _____

For recording officer's use	Amount received Schedule B., Part I $ _____ Schedule B., Part II $	Date received	Transaction number

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)* ☐ **Exemption claimed**	1.
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.
3	Taxable consideration *(subtract line 2 from line 1)*	3.
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.
5	Amount of credit claimed *(see instructions and attach Form TP-584.1,* Schedule G*)*	5.
6	Total tax due* *(subtract line 5 from line 4)*	6.

Part II – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from* Part I*, line 1)*	1.
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in* Schedule A*)*	2.
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.

Part III – Explanation of exemption claimed on Part I, line 1 *(check any boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) *(attach documents supporting such claim)* ..... k ☐

l. Other *(attach explanation)* ..... l ☐

*Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the ***NYC Department of Finance.*** If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5043, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Please note: for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the **NYC Department of Finance**.)*

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the ***NYC Department of Finance***? If no recording is required, send your check(s), made payable to the ***Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

FOR CITY USE ONLY

C1. County Code ____ C2. Date Deed Recorded ____ / ____ / ____ (Month / Day / Year)

C3. Book ____ C4. Page ____

OR

C5. CRFN ____

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location ____ (STREET NUMBER) ____ (STREET NAME) ____ (BOROUGH) ____ (ZIP CODE)

2. Buyer Name ____ (LAST NAME / COMPANY) ____ (FIRST NAME)

____ (LAST NAME / COMPANY) ____ (FIRST NAME)

3. Tax Billing Address — Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) ____ (LAST NAME / COMPANY) ____ (FIRST NAME)

____ (STREET NUMBER AND STREET NAME) ____ (CITY OR TOWN) ____ (STATE) ____ (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed ____ # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size ____ (FRONT FEET) X ____ (DEPTH) OR ____ (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name ____ (LAST NAME / COMPANY) ____ (FIRST NAME)

____ (LAST NAME / COMPANY) ____ (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☐ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date ____ / ____ / ____ (Month / Day / Year)

11. Date of Sale / Transfer ____ / ____ / ____ (Month / Day / Year)

12. Full Sale Price ____

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale ____

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☐ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class ____

16. Total Assessed Value (of all parcels in transfer) ____

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

____ ____ ____

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

____ (BUYER SIGNATURE) ____ (DATE)

____ (STREET NUMBER) ____ (STREET NAME (AFTER SALE))

____ (CITY OR TOWN) ____ (STATE) ____ (ZIP CODE)

BUYER'S ATTORNEY

____ (LAST NAME) ____ (FIRST NAME)

____ (AREA CODE) ____ (TELEPHONE NUMBER)

SELLER

____ (SELLER SIGNATURE) ____ (DATE)

NYC Finance

NYC-RPT

Form and Instructions



What's inside?

Form NYC-RPT (Real Property Transfer Tax Return). Pages 1 - 11

Smoke Detector Affidavit for one-and two-family dwellings. Page 12

Instructions for Form NYC-RPT. Pages 13 - 17

What is the Tax Rate? Page 14

Who is exempt from the transfer tax? Page 16

What is the filing fee? Page 16

Where and when do I have to file? Page 17

Use this application only if filing a Property Transfer Tax Return for Staten Island. All other boroughs must file via ACRIS at nyc.gov/finance

Revised 08/26/09

NYC Finance

NYC RPT

NEW YORK CITY DEPARTMENT OF FINANCE

REAL PROPERTY TRANSFER TAX RETURN

(Pursuant to Title 11, Chapter 21, NYC Administrative Code)

Instructions: If you are filing this form as part of a Non-Recorded Transfer, mail your completed RPT form to: **NYC Dept. of Finance, Non-Recorded RPTT Return Processing, 66 John Street, 13th Floor, New York, NY 10038.** See Instructions on page 17 of this form for further details.

GRANTOR

- Name
- Grantor is a(n): (check one) ☐ individual ☐ partnership (must complete Schedule 3) ☐ corporation ☐ other _____ Telephone Number
- Permanent mailing address after transfer (number and street)
- City and State Zip Code
- EMPLOYER IDENTIFICATION NUMBER ___ - _____ OR SOCIAL SECURITY NUMBER ___ - ___ - _____

GRANTEE

- Name
- Grantee is a(n): (check one) ☐ individual ☐ partnership (must complete Schedule 3) ☐ corporation ☐ other _____ Telephone Number
- Permanent mailing address after transfer (number and street)
- City and State Zip Code
- EMPLOYER IDENTIFICATION NUMBER ___ - _____ OR SOCIAL SECURITY NUMBER ___ - ___ - _____

DO NOT WRITE IN THIS SPACE
FOR OFFICE USE ONLY

- RETURN NUMBER ▲
- DEED SERIAL NUMBER ▲
- NYS REAL ESTATE TRANSFER TAX PAID ▲

PROPERTY LOCATION

LIST EACH LOT SEPARATELY. ATTACH A RIDER IF ADDITIONAL SPACE IS REQUIRED

Address (number and street)	Apt. No.	Borough	Block	Lot	# of Floors	Square Feet	Assessed Value of Property

- DATE OF TRANSFER TO GRANTEE: _____
- PERCENTAGE OF INTEREST TRANSFERRED: _____ %

CONDITION OF TRANSFER. See Instructions

- Check (✓) all of the conditions that apply and fill out the appropriate schedules on pages 5-11 of this return. Additionally, Schedules1 and 2 **must** be completed for all transfers.

a. ☐.....Arms length transfer
b. ☐.....Transfer in exercise of option to purchase
c. ☐.....Transfer from cooperative sponsor to cooperative corporation
d. ☐.....Transfer by referee or receiver (complete Schedule A, page 5)
e. ☐.....Transfer pursuant to marital settlement agreement or divorce decree (complete Schedule I, page 9)
f. ☐.....Deed in lieu of foreclosure (complete Schedule C, page 6)
g. ☐.....Transfer pursuant to liquidation of an entity (complete Schedule D, page 6)
h. ☐.....Transfer from principal to agent, dummy, strawman or conduit or vice-versa (complete Schedule E, page 7)
i. ☐.....Transfer pursuant to trust agreement or will (attach a copy of trust agreement or will)
j. ☐.....Gift transfer not subject to indebtedness
k. ☐.....Gift transfer subject to indebtedness
l. ☐.....Transfer to a business entity in exchange for an interest in the business entity (complete Schedule F, page 7)
m. ☐.....Transfer to a governmental body
n. ☐.....Correction deed
o. ☐.....Transfer by or to a tax exempt organization (complete Schedule G, page 8).
p. ☐.....Transfer of property partly within and partly without NYC
q. ☐.....Transfer of successful bid pursuant to foreclosure
r. ☐.....Transfer by borrower solely as security for a debt or a transfer by lender solely to return such security
s. ☐.....Transfer wholly or partly exempt as a mere change of identity or form of ownership. Complete Schedule M, page 9)
t. ☐.....Transfer to a REIT or to a corporation or partnership controlled by a REIT. (Complete Schedule R, pages 10 and 11)
u. ☐.....Other transfer in connection with financing (describe): _____
v. ☐.....Other (describe): _____

● TYPE OF PROPERTY (✓)	● TYPE OF INTEREST (✓)
a. ☐ ..... 1-3 family house b. ☐ ..... Individual residential condominium unit c. ☐ ..... Individual cooperative apartment d. ☐ ..... Commercial condominium unit e. ☐ ..... Commercial cooperative f. ☐ ..... Apartment building g. ☐ ..... Office building h. ☐ ..... Industrial building i. ☐ ..... Utility j. ☐ ..... OTHER. (describe): _____	Check box at LEFT if you intend to record a document related to this transfer. Check box at RIGHT if you do not intend to record a document related to this transfer. REC. NON REC. a. ☐ ..... Fee ..... ☐ b. ☐ ..... Leasehold Grant ..... ☐ c. ☐ ..... Leasehold Assignment or Surrender ..... ☐ d. ☐ ..... Easement ..... ☐ e. ☐ ..... Subterranean Rights ..... ☐ f. ☐ ..... Development Rights ..... ☐ g. ☐ ..... Stock ..... ☐ h. ☐ ..... Partnership Interest ..... ☐ i. ☐ ..... OTHER. (describe): _____ ☐

SCHEDULE 1 - DETAILS OF CONSIDERATION

COMPLETE THIS SCHEDULE FOR ALL TRANSFERS AFTER COMPLETING THE APPROPRIATE SCHEDULES ON PAGES 5 THROUGH 11. ENTER "ZERO" ON LINE 11 IF THE TRANSFER REPORTED WAS WITHOUT CONSIDERATION.

1. Cash ..... ●	1.	
2. Purchase money mortgage ..... ●	2.	
3. Unpaid principal of pre-existing mortgage(s) ..... ●	3.	
4. Accrued interest on pre-existing mortgage(s) ..... ●	4.	
5. Accrued real estate taxes ..... ●	5.	
6. Amounts of other liens on property ..... ●	6.	
7. Value of shares of stock or of partnership interest received ..... ●	7.	
8. Value of real or personal property received in exchange ..... ●	8.	
9. Amount of Real Property Transfer Tax and/or other taxes or expenses of the grantor which are paid by the grantee ..... ●	9.	
10. Other (describe): _____ ..... ●	10.	
11. **TOTAL CONSIDERATION** (add lines 1 through 10 - must equal amount entered on line 1 of Schedule 2) (see instructions) ..... ●	11.	$

See instructions for special rules relating to transfers of cooperative units, liquidations, marital settlements and transfers of property to a business entity in return for an interest in the entity.

SCHEDULE 2 - COMPUTATION OF TAX

A. **Payment**	Pay amount shown on line 12 - *See Instructions*	Payment Enclosed

1. Total Consideration (from line 11, above) ..... ●	1.		
2. Excludable liens (see instructions) ..... ●	2.		
3. Consideration (Line 1 less line 2) ..... ●	3.		
4. Tax Rate (see instructions) ..... ●	4.		%
5. Percentage change in beneficial ownership (see instructions) ..... ●	5.		%
6. Taxable consideration (multiply line 3 by line 5) ..... ●	6.		
7. Tax (multiply line 6 by line 4) ..... ●	7.		
8. Credit (see instructions) ..... ●	8.		
9. Tax due (line 7 less line 8) (if the result is negative, enter zero) ..... ●	9.		
10. Interest (see instructions) ..... ●	10.		
11. Penalty (see instructions) ..... ●	11.		
12. **Total Tax Due** (add lines 9, 10 and 11) ..... ●	12.	$	

SCHEDULE 3 - TRANSFERS INVOLVING MULTIPLE GRANTORS AND/OR GRANTEES OR A PARTNERSHIP

NOTE If additional space is needed, attach copies of this schedule or an addendum listing all of the information required below.

GRANTOR(S)/PARTNER(S)

NAME

PERMANENT MAILING ADDRESS AFTER TRANSFER (NUMBER AND STREET)

CITY AND STATE ZIP CODE

SOCIAL SECURITY NUMBER - - OR EMPLOYER IDENTIFICATION NUMBER -

NAME

PERMANENT MAILING ADDRESS AFTER TRANSFER (NUMBER AND STREET)

CITY AND STATE ZIP CODE

SOCIAL SECURITY NUMBER - - OR EMPLOYER IDENTIFICATION NUMBER -

NAME

PERMANENT MAILING ADDRESS AFTER TRANSFER (NUMBER AND STREET)

CITY AND STATE ZIP CODE

SOCIAL SECURITY NUMBER - - OR EMPLOYER IDENTIFICATION NUMBER -

NAME

PERMANENT MAILING ADDRESS AFTER TRANSFER (NUMBER AND STREET)

CITY AND STATE ZIP CODE

SOCIAL SECURITY NUMBER - - OR EMPLOYER IDENTIFICATION NUMBER -

GRANTEE(S)/PARTNER(S)

NAME

PERMANENT MAILING ADDRESS AFTER TRANSFER (NUMBER AND STREET)

CITY AND STATE ZIP CODE

SOCIAL SECURITY NUMBER - - OR EMPLOYER IDENTIFICATION NUMBER -

NAME

PERMANENT MAILING ADDRESS AFTER TRANSFER (NUMBER AND STREET)

CITY AND STATE ZIP CODE

SOCIAL SECURITY NUMBER - - OR EMPLOYER IDENTIFICATION NUMBER -

NAME

PERMANENT MAILING ADDRESS AFTER TRANSFER (NUMBER AND STREET)

CITY AND STATE ZIP CODE

SOCIAL SECURITY NUMBER - - OR EMPLOYER IDENTIFICATION NUMBER -

NAME

PERMANENT MAILING ADDRESS AFTER TRANSFER (NUMBER AND STREET)

CITY AND STATE ZIP CODE

SOCIAL SECURITY NUMBER - - OR EMPLOYER IDENTIFICATION NUMBER -

GRANTOR'S ATTORNEY

Name of Attorney | Telephone Number ( )

Address (number and street) | City and State | Zip Code

EMPLOYER IDENTIFICATION NUMBER - OR SOCIAL SECURITY NUMBER - -

GRANTEE'S ATTORNEY

Name of Attorney | Telephone Number ( )

Address (number and street) | City and State | Zip Code

EMPLOYER IDENTIFICATION NUMBER - OR SOCIAL SECURITY NUMBER - -

CERTIFICATION

I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

GRANTOR

Sworn to and subscribed to

before me on this _____ day

of _____, _____.

EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

Name of Grantor

Signature of Notary

Signature of Grantor

Notary's stamp or seal

GRANTEE

Sworn to and subscribed to

before me on this _____ day

of _____, _____.

EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

Name of Grantee

Signature of Notary

Signature of Grantee

Notary's stamp or seal

GRANTEE: To ensure that your property and water/sewer tax bills are sent to the proper address, please visit the Finance website at nyc.gov/finance. If you do not have internet access, call 311.

SCHEDULE A - TRANSFER BY REFEREE OR RECEIVER

NOTE The consideration for a transfer by a referee or receiver under foreclosure or execution is the amount bid for the property or economic interest therein and the costs paid by the purchaser, plus the amount of any pre-existing mortgages, liens or other encumbrances remaining on the property after the transfer, whether or not the underlying indebtedness is assumed.

1. Was this transfer the result of a court ordered sale pursuant to foreclosure or execution? (✓) ..... ☐ YES ☐ NO
   If "YES," complete lines 2a through 2f below. If "NO," complete line 3 below.

2a. Status of grantee: (✓)
☐ Nominee of plaintiff ☐ Plaintiff in foreclosure action ☐ Assignee of plaintiff ☐ Transferee of successful bidder
☐ Other (describe): _____

2b. Priority of mortgage foreclosed upon: ☐ first ☐ second ☐ third or other

2c. Amount of foreclosure judgment .....2c. $ _____

2d. Price bid by grantee (enter here and on Schedule 1. See instructions) .....2d. $ _____

2e. Costs paid by grantee (enter here and on line 10, Schedule 1).....2e. $ _____

2f. Amount of remaining mortgages, liens or other encumbrances (enter here and on Schedule 1. See instructions) .....2f. $ _____

3. If the answer to line 1 above is "NO", state the reason for this transfer: _____

SCHEDULE B - TRANSFER OF SHARES OF STOCK IN A COOPERATIVE HOUSING CORPORATION

A. Name and address of cooperative housing corporation: _____

_____ Zip Code: _____

B. 1) Is this an initial transfer of shares from either a cooperative housing corporation or a sponsor? (✓) ☐ YES ☐ NO

2) If "YES," enter the date the NYC Real Property Transfer Tax was paid on the transfer of land and/or building to the cooperative housing corporation ..... MONTH DAY YEAR

If this initial transfer is more than 2 years from the above date, enter the date the first of these initial transfers was made ..... MONTH DAY YEAR

C. Is this a transfer of an individual unit in a housing company organized and operating pursuant to the provisions of articles two, four, five, or eleven of the Private Housing Finance Law? (✓) ☐ YES ☐ NO

If "YES," you are not subject to the Real Property Transfer Tax. However, you must file a return.

NOTE If you answered "YES," to question B above, you may be entitled to a credit. Complete lines 1 through 4 below.
If you answered "NO," to question B above, you are not entitled to a credit.

CREDIT CALCULATION

1. Enter the amount of NYC Real Property Transfer Tax paid on conveyance of underlying real property to cooperative housing corporation .....1. $ _____
2. Enter the number of shares transferred in this transaction .....2. _____
3. Enter the total number of outstanding shares of the cooperative housing corporation including any shares held by the corporation .....3. _____
4. Amount of credit (divide line 2 by line 3 and multiply the result by line 1. Enter here and on line 8, Schedule 2) .....4. $ _____

SCHEDULE C - TRANSFER IN LIEU OF FORECLOSURE

NOTE A conveyance by a defaulting mortgagor to the mortgagee (or to a nominee or assignee of the mortgagee) in consideration of the cancellation of the mortgage debt is taxable. The consideration is the amount of the outstanding mortgage debt and unpaid accrued interest, plus the amount of any other mortgages, liens or encumbrances remaining on the property or economic interest or the underlying real property after the transfer, whether or not the underlying indebtedness is assumed and irrespective of whether the cancellation of the mortgage was recorded.

1. Status of grantee: (✓)

☐ Mortgagee ☐ Nominee of mortgagee ☐ Assignee of mortgagee

☐ Other (describe):_____

2. Priority of mortgage in default: ☐ first ☐ second ☐ third or other

3. Amount of debt owed by grantor to mortgagee at time of transfer:
   a. Outstanding principal (enter here and on line 3 of Schedule 1) .....3a. $
   b. Accrued interest (enter here and on line 4 of Schedule 1) .....3b. $

4. Amount of mortgages, liens or other encumbrances remaining on the real property or economic interest therein after the transfer (enter here and on Schedule 1. See instructions).....4. $

SCHEDULE D - TRANSFER PURSUANT TO PARTIAL OR COMPLETE LIQUIDATION OF CORPORATION, PARTNERSHIP OR OTHER ENTITY

SEE INSTRUCTIONS AND SCHEDULE M.

NOTE A distribution of real property or an economic interest therein within 12 months of liquidation of the distributing entity is presumed to be a distribution in liquidation. *Attach a balance sheet reflecting the grantor's assets and liabilities at the time of the liquidation.*

COMPUTATION OF TAX BASE

1. Fair market value of real property or economic interest therein at the time of liquidation.....1. $
2. Amount of mortgages or other liens or encumbrances on real property or economic interest therein.....2. $
3. Tax base: Compare line 1 and line 2, enter the greater of the two here and on line 11, Schedule 1 .....3. $

IF, PURSUANT TO THE INSTRUCTIONS, YOU ARE FILING MORE THAN ONE SCHEDULE D, IDENTIFY THE PROPERTY THAT THIS SCHEDULE D REFERS TO.

BOROUGH	BLOCK	LOT	ADDRESS	FAIR MARKET VALUE

SCHEDULE E - TRANSFER BY OR TO AN AGENT, DUMMY, STRAWMAN OR CONDUIT

NOTE A transfer from an agent, dummy, strawman or conduit to a principal or from a principal to an agent, dummy, strawman or conduit is exempt from the Real Property Transfer Tax. Complete questions 1 through 8 below to establish the claim of exemption.

1. Name and address of party from whom the property or economic interest was acquired by grantor.

   Name: _____

   Address: _____
   NUMBER AND STREET CITY STATE ZIP CODE

2. Date of acquisition: ☐☐/☐☐/☐☐☐☐

3. Is this conveyance either a transfer from an agent to a principal or from a principal to an agent? (✓) ..... ☐ YES ☐ NO
   If "YES," attach a copy of agency agreement or affidavit of explanation.

4. Amount of Real Property Transfer Tax paid upon acquisition by grantor..... .00

5. Is this transfer part of a transfer to and from a corporation for the sole purpose of acquiring mortgage financing? (✓). ☐ YES ☐ NO

6. Is this transfer to a dummy, strawman, or conduit from a principal or vice versa? (✓) ..... ☐ YES ☐ NO

7. If this is a transfer to an agent, dummy, strawman, or conduit, is the grantee actively engaged in a business? (✓)..... ☐ YES ☐ NO

8. If the answers to questions 3, 5, 6 and 7 above are all "NO," describe the relationship of the grantor and the grantee and the purpose of the transfer:

   _____

   _____

   _____

   _____

SCHEDULE F - TRANSFER TO BUSINESS ENTITY IN RETURN FOR AN INTEREST IN THE BUSINESS ENTITY

SEE SCHEDULE M AND INSTRUCTIONS.

NOTE A transfer of property or an economic interest therein to a corporation in exchange for shares of its capital stock may be taxable, even where there is no simultaneous exchange of shares of stock for the real property or economic interest therein, if the transfer is part of a plan to form a corporation for the purpose of holding the property or economic interest therein. A transfer to a partnership as a contribution of partnership assets may be similarly taxable.

1. Relationship of grantee to grantor(s) immediately after the transfer: (✓)

   ☐ Corporation wholly owned by grantor(s)
   ☐ Partnership consisting wholly of grantor(s)
   ☐ Corporation owned by grantor(s) and other(s)
   ☐ Partnership consisting of grantor(s) and other(s)
   ☐ Other (describe): _____

2. If this transfer has more than one grantor, state the percentage of interest transferred by each grantor. (If the grantor is a partnership or limited partnership, state the percentage of interest transferred by each individual partner or limited partner.)

Name of Grantor/Partnership	Percentage of interest
	%
	%
	%

3. Date of formation of grantee business	3.	☐☐/☐☐/☐☐☐☐
4. Fair market value of the real property or economic interest therein at time of transfer	4.	$ .00
5. Basis used for depreciation of the real property on federal tax return by the grantor before this transfer	5.	.00
6. Basis to be used for depreciation of the real property on federal tax return by the grantee after this transfer	6.	.00
7. Amount of mortgages, liens or encumbrances on the real property transferred	7.	$ .00
8. Other consideration received from the business entity (attach schedule)	8.	$ .00
9. Value of shares of stock or partnership interest received in exchange for the real property or interest therein (line 4 less the sum of lines 7 and 8) (enter here and on line 7, Schedule 1)	9.	$ .00

SCHEDULE G - TRANSFER BY OR TO A TAX EXEMPT ORGANIZATION

NONPROFIT ORGANIZATIONS PLEASE REFER TO THE INSTRUCTIONS "EXEMPTIONS FROM THE TRANSFER TAX"

NOTE A transfer by or to an eligible tax exempt organization is exempt from the Real Property Transfer Tax. To be eligible, an organization must be operated exclusively for religious, charitable or educational purposes and must provide proof of the organization's tax exempt status. If claiming tax exempt status, please answer questions 1 and 2. Additionally, the organization must provide copies of any letters granting an IRS or New York State sales tax exemption or New York City exemption and ATTACH AN AFFIDAVIT stating whether such an exemption remains in effect.

1. Is the grantor or grantee an organization exempt from taxation pursuant to IRS Code Section 501(c)(3)? (✓)..... ☐ YES ☐ NO
   If "YES", attach a copy of of the letter from the U. S. Treasury Department granting the exemption.
2. Has the grantor or grantee received an exemption from sales tax from the NYS Department of Taxation and Finance? (✓)... ☐ YES ☐ NO
   If "YES", attach a copy of the letter from the NYS Department of Taxation and Finance granting the exemption.

SCHEDULE H - TRANSFER OF CONTROLLING ECONOMIC INTEREST

A. Indicate name, address and Employer Identification Number (EIN) of entity with respect to which a controlling economic interest has been transferred:

Name :

Address:

NUMBER AND STREET CITY STATE ZIP CODE

Employer Identification Number: ☐☐ - ☐☐☐☐☐☐☐

NOTE If the real property that is the subject of this transfer is owned by an entity other than the entity listed above, check (✓) the box and attach a schedule listing the name, address and Employer Identification Number of the entity. ☐

B. Total percentage of economic interest transferred in this transaction	B.	%
C. Total percentage of economic interest transferred by this grantor(s) or others in related transfers or pursuant to plan (including this transaction)	C.	%
D. Total percentage of economic interest transferred by this grantor(s) or others within the preceding three years (including this transaction)	D.	%
E. Total percentage of economic interest acquired by this grantee(s) or others in related transfers or pursuant to plan (including this transaction)	E.	%
F. Total percentage of economic interest acquired by this grantee(s) or others within the preceding three years (including this transaction)	F.	%

NOTE If any of the above percentages is 50% or more, complete lines 1 and 2 below and Schedules 1 and 2. Attach a rider explaining apportionment of consideration.

COMPUTATION OF CONSIDERATION

1. Total consideration for this transfer	1.	$
2. Amount apportioned to item of NYC real property or interest therein (see instructions)	2.	$

SCHEDULE I - TRANSFERS PURSUANT TO A SEPARATION AGREEMENT, MARITAL SETTLEMENT AGREEMENT OR DIVORCE DECREE

NOTE The consideration for a transfer pursuant to a separation agreement, marital settlement agreement or divorce decree includes the value of any marital rights exchanged for the property or economic interest as well as any other types of consideration paid by the grantee for the transfer. The consideration **will be presumed to be equal to the fair market value of the portion of the property or interest transferred,** unless you establish the consideration to be a different amount.

1. What was the fair market value of property at the time of transfer? ..... $ _____

2. Is the property a 1, 2 or 3 family house, residential condominium or residential cooperative apartment? .. ☐ YES ☐ NO

   If yes, was there a mortgage on the property at the time of transfer? ..... ☐ YES ☐ NO

   If yes, what was the balance due? (Enter also on Schedule 2, line 2) ..... $ _____

3. What was the Grantor's percentage of ownership at the time of the transfer? ..... _____ %
   If the transfer was between husband and wife jointly as Grantor and either husband or wife individually as Grantee it is presumed that the percentage of ownership transferred will be 50% unless the deed specifies another percentage.

4. ***Rebuttable Presumption of Fair Market Value:*** if the marital settlement agreement, separation agreement or divorce decree specifies a value for the portion of the property or interest transferred that is different from fair market value, enter that value here. You may choose to submit relevant portions of your separation agreement, marital settlement agreement or divorce decree, or any other information in support of the value attributed to the transferred property if you have evidence that the consideration was other than fair market value ..... $ _____

PLEASE LIST AND ATTACH ANY ADDITIONAL INFORMATION SUBMITTED

SCHEDULE M - MERE CHANGE OF FORM TRANSFERS

For transfers occurring on or after June 9, 1994, a transfer that represents a mere change in identity or form of ownership or organization is not taxable to the extent the beneficial ownership of the real property or economic interest therein remains the same. *(See instructions)* ATTACH COPIES OF ALL RELEVANT DOCUMENTS.

- For each person or entity who, prior to the transaction being reported on this Schedule M, owned a beneficial interest in the property or economic interest therein transferred, report above the percentage of beneficial interest in that real property or economic interest therein owned by that owner before and after the transfer, and describe the relationship of each beneficial owner to the grantor and grantee. Attach additional pages, if necessary.
- If, for any owner, the amount reported in column D is less than the amount reported in column E, enter zero in column F.

	A	B *(attach rider if necessary)*	C	D	E	F
				PERCENTAGE INTEREST		CHANGE
1.	NAME OF BENEFICIAL OWNER	RELATIONSHIP TO GRANTOR	RELATIONSHIP TO GRANTEE	BEFORE	AFTER	*D minus E*
				%	%	

2. TOTAL CHANGE *(total of column F) Enter here and on Schedule 2, line 5*

SCHEDULE R - REAL ESTATE INVESTMENT TRUST TRANSFERS

Real Estate Investment Trust Transfers ("REIT Transfers") are taxed at one-half of the otherwise applicable rate. (NYC Administrative Code Section 11-2102(e)) **Attach a copy of the prospectus to Form NYC-RPT and write "REIT Transfer" on the top of the first page of Form NYC-RPT.** If you are filing Form NYC-RPT reporting a REIT Transfer that qualifies as a mere change in identity or form of ownership or organization, you must also complete Schedule M.

General Information

REIT TRANSFER

A REIT Transfer is any deed or other instrument or transaction conveying or transferring real property or an economic interest in real property to a Real Estate Investment Trust as defined in Section 856 of the Internal Revenue Code (a 'REIT"), or to a partnership or corporation in which a REIT owns a controlling interest immediately following the transaction and any issuance or transfer of an interest in a REIT or in such a partnership or corporation in connection with such a transaction, provided either:

1. the transaction occurs on or after June 9, 1994 in connection with the initial formation of the REIT and conditions 1(a), 2 and 3 below are met, or

2. the transaction occurs on or after July 13, 1996 and before September 1, 2002 (or after August 30, 2002 if the transfer is made pursuant to a binding written contract entered into before September 1, 2002, with a REIT or a partnership or corporation in which the REIT owns a controlling interest, and the date of execution of that contract is confirmed by independent evidence satisfactory to the Department), and conditions 1 (b) and 2 below are met.

For a definition of "controlling interest", see General Information for Form NYC-RPT, "Imposition of Tax."

CONDITIONS

1a. The value of the ownership interests in the REIT or in the partnership or corporation controlled by the REIT received by the grantor as consideration for the transaction must be equal to 40 percent or more of the excess of the value of the total consideration received over the amount of mortgages and other liens and encumbrances on the property or on the grantor's economic interest in the property, other than mortgages and other liens and encumbrances created in contemplation of the formation of the REIT.

b. This condition is the same as Condition 1(a), except that the value of the ownership interests received as consideration must be equal to at least 50 percent rather than 40 percent of the excess of the total consideration received over mortgages and other liens and encumbrances on the property or economic interest transferred excluding mortgages and other liens or encumbrances created in contemplation of the transaction reported on this Schedule R.

Use the worksheet on the following page of this Schedule to make this determination.

2. The interests in the REIT or in the partnership or corporation controlled by the REIT may not be transferred by the grantor or owners of the grantor within two years following the date of the transaction other than transfers within the two-year period resulting from the death of an individual grantor or owner of a grantor.

3. At least 75 percent of the cash proceeds of the initial public offering of REIT shares must be used for the following:

   a. payments on loans secured by an interest in the real property or an economic interest therein owned directly or indirectly by the REIT, or payments into reserves therefor;

   b. capital improvements to real property owned directly or indirectly by the REIT, or payments into reserves therefor;

   c. brokerage fees and commissions, professional fees and payments to or on behalf of a tenant as an inducement to enter into a lease or sublease of real property owned directly or indirectly by the REIT, or payments into reserves therefor; or

   d. payments to acquire real property or an economic interest therein other than an acquisition that would qualify as a REIT Transfer without regard to this condition 3.

If condition 2 or 3, where applicable, ceases to be met after this Schedule R is filed, an amended Form NYC-RPT must be filed and any additional tax due must be paid.

WORKSHEET FOR CONDITIONS 1(a) and 1(b)

1. Add lines 1, 2, 7, 8, 9 and 10 from Form NYC-RPT, Schedule 1 and enter total here ..... 1. $ _____

2a. Enter total number of REIT shares received ..... a. _____

b. Enter maximum number of REIT shares into which ownership interests may be converted ..... b. _____

c. Add lines a and b ..... c. _____

d. Enter offering price per share of REIT shares on the date of the transaction reported ..... d. _____

e. Multiply line 2c by line 2d ..... e. _____

f. Enter value of ownership interests received not convertible into REIT shares ..... f. _____

g. Add lines e and f ..... 2g. _____

3. Multiply line 1 by .40 for condition 1(a) or .50 for condition 1(b) ..... 3. _____

- If line 3 is greater than line 2g, the transaction does not qualify as a REIT transfer. DO NOT FILE THIS SCHEDULE. You must file Form NYC-RPT and compute your tax due on Schedule 2.
- If line 3 is less than or equal to line 2g, the transaction will qualify as a REIT Transfer, provided the other conditions are met. You should complete Form NYC-RPT substituting on line 4 of Schedule 2:
  - **.5%** instead of 1%;
  - **.7125%** instead of 1.425%;
  - **1.3125%** instead of 2.625%

SEE INSTRUCTIONS TO DETERMINE WHICH TAX RATE APPLIES

Instructions for Completing Worksheet

LINE 1

Where the value of the underlying property transferred or interest therein is used in determining the consideration for a REIT Transfer, you may, but are not required to, report as the value of the real property or interest therein (Form NYC-RPT, Schedule 1, line 7), the estimated market value as determined by the Department of Finance as reflected on the most recent Notice of Assessment issued by the Department. *(See Statements of Audit Procedure 93-2-GCT/RPTT, 3/1/93 and 95-1-GCT/RPTT, 7/28/95)* Add to the amount reported on line 1 the amount of any mortgages and other liens and encumbrances created in contemplation of the formation of the REIT in the case of condition 1(a) or in contemplation of the transaction reported on this Schedule R in the case of condition 1(b).

LINE 2

If the grantor received REIT shares as consideration for the transfer, enter on line 2a the number of REIT shares received. If the grantor received interests in a partnership or corporation controlled by the REIT that may be converted into REIT shares, enter on line 2b the maximum number of REIT shares into which such interests may be converted and attach an explanation of the terms of the conversion. If the grantor received interests that may be converted into REIT shares but you believe that the offering price for the REIT shares into which such interests may be converted is not a proper measurement of the value of the interests received, do not complete line 2b. Instead, attach an explanation of the terms of the conversion and enter on line 2f the fair market value of the interests received. If the grantor received interests in a partnership or corporation controlled by the REIT that cannot be converted into REIT shares at any time, enter on line 2f the fair market value of the interests received. If you enter an amount on line 2f, attach an explanation of the method used for determining the value of the interests received.

Certification

I swear or affirm under penalties of perjury that the grantor has no present intention to transfer or convey the REIT shares or interests in a partnership or corporation controlled by the REIT received by the grantor as consideration in the transaction reported on this Schedule R within two years of the date of the transfer, other than a distribution of such shares or interests to the partners or shareholders of the grantor, and that, to the best of my knowledge, condition 3 above regarding the use of the cash proceeds of the REIT offering will be satisfied, if applicable. I further swear or affirm that I will file an amended Form NYC-RPT and pay any additional tax due if any such transfer or conveyance occurs within such two-year period or if condition 3 above, if applicable, ceases to be met.

GRANTOR

Sworn to and subscribed to
before me on this _____ day
of _____, _____

_____
Name of Grantor

_____
Signature of Notary

_____
Signature of Grantor

Notary's stamp or seal

GRANTEE

Sworn to and subscribed to
before me on this _____ day
of _____, _____

_____
Name of Grantee

_____
Signature of Notary

_____
Signature of Grantee

Notary's stamp or seal

AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York }
County of } **SS.:**

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

_____ , _____ ,
Street Address **Unit/Apt.**

Borough New York, **Block** _____ **Lot** _____ (the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Name of Grantor (Type or Print)	**Name of Grantee** (Type or Print)
Signature of Grantor	**Signature of Grantee**
Sworn to before me	**Sworn to before me**
this date of 20	**this date of 20**

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

Instructions for Form NYC-RPT

NYC Finance

Real Property Transfer Tax Return

IMPORTANT

1. **Always submit pages 1-4 of the return and Smoke Detector Requirement Affidavit. Attach Schedules A through I, Schedule M and Schedule R as required.**
2. **Where the consideration is $400,000 or more, a copy of the Contract of Sale or closing statement must be attached to the return.**
3. **Please file your return at the correct office. See FILING OF RETURN on pages 16 and 17.**
4. **A fee of one hundred dollars ($100) must be paid upon the filing of the form NYC-RPT for those transactions for which the filing of a New York State Real Property Transfer Report (RP-5217NYC) is not required to be filed. Such transactions include, but are not limited to, transfers of co-ops, leaseholds and controlling economic interests.**

IMPOSITION OF TAX

The tax is imposed on conveyances of real property or interests therein, on certain grants, assignments or surrenders of leasehold interests, on transfers of controlling economic interests in real property and on all transfers of shares of stock in a cooperative housing corporation or an entity formed for the purpose of cooperative ownership of real property when the consideration as entered on Schedule 2, Computation of Tax, line 3 exceeds $25,000.

An ***economic interest*** in real property means:

- the ownership of shares of stock in a corporation which owns or leases real property;
- the ownership of an interest or interests in a partnership, association, or other unincorporated entity which owns or leases real property; and
- the ownership of a beneficial interest or interests in a trust which owns or leases real property.

A ***controlling interest*** in the case of a *corporation* means:

- 50% or more of the total combined voting power of all classes of stock of the corporation; or
- 50% or more of the total fair market value of all classes of stock of the corporation.

A ***controlling interest*** in the case of a ***partnership, association, trust or other unincorporated entity*** means:

- 50% or more of the capital, profits or beneficial interest in the partnership, association, trust or other unincorporated entity.

PROPERTY LOCATION

Enter the location of the property that is transferred or the location of the property in which an economic interest is transferred. If the transfer involves more than one property, list the properties separately. Attach additional sheets if necessary.

CONDITION OF TRANSFER - Check all boxes that apply

g. Check here if the transfer was pursuant to a partial or complete liquidation of a corporation, partnership or other entity. See instructions for Schedule D.

k. A gift of real property (or an interest therein) that is subject to indebtedness may be subject to tax because the indebtedness is deemed to be consideration for the transfer. However, see instructions for Schedule 2, line 2, transfers of interests in residential property on or after August 28, 1997.

o. Nonprofit organizations should see instructions, page 17 for information on exemption from Real Estate Tax and related charges.

Type of Property

Check the type of property that is transferred or in which an interest is transferred.

Type of Interest

For any transfer where you intend to record a deed or other document you should check the relevant box at the left and file your return pursuant to the instructions on pages 16 and 17 of this booklet.

If you are not recording a deed or other document in connection with this transaction, check the box at the right and file your return with the New York City Department of Finance, Non-Recorded RPTT Return Processing, 66 John Street, 13th Floor, New York, NY 10038, pursuant to the instructions on pages 16 and 17 of this booklet.

If this is a transfer of stock in a cooperative housing corporation, complete Schedule B. If this is a transfer of stock or of partnership interests or other controlling economic interest in real property, complete Schedule H.

SCHEDULE 1
DETAILS OF CONSIDERATION

Cooperatives. In the case of a transfer of an individual residential cooperative unit (other than the original transfer of the unit by the cooperative corporation or cooperative plan sponsor) the consideration does not include any portion of the mortgage on the underlying real property. In the case of an original transfer of any cooperative unit, or of a subsequent transfer of a cooperative unit other than an individual residential unit, a proportionate share of any preexisting mortgage(s) on the underlying real property must be included in the consideration. An individual unit that is used for residential purposes by the occupant shall be presumed to be residential unless such residential use is *de minimis*.

Liquidations. In the case of a liquidation of a corporation, partnership, or other entity, if the fair market value of the property or interest therein distributed exceeds the consideration received, such fair market value is the measure of the tax. Enter the amount from Schedule D, line 3 on Schedule 1, line 11.

Marital Transfers. In the case of a transfer pursuant to a separation agreement, marital settlement agreement or divorce decree, consideration will be presumed to be equal to the fair market value of the portion of the property or interest transferred unless you establish the consideration to be a different amount.

If the measure of consideration is fair market value, the fair market value amount should not be reduced by any mortgages on the property. The fair market value amount should be inserted on Line 10 of Schedule 1.

If the measure of consideration is a value for the property that is specified in an agreement or decree, this value should reflect the portion of any mortgage the grantee may have assumed and/or taken subject to rather than reflect only the equity transferred. The specified value should be inserted on Line 10 of Schedule 1. If the specified value does not include mortgages, the mortgage amounts must be added as appropriate on line(s) 2, 3, 4, or 6 of Schedule 1.

In either situation, if the real property is encumbered by any mortgages that qualify as excludible liens, you may deduct the percentage of any excludible liens equal to the percentage of the interest in the real property that is transferred on Line 2 of Schedule 2.

In addition, you must complete Schedule I.

Transfers to Business Entities. In the case of a transfer of property or interest therein to a business entity in exchange for an interest in the entity, the value of such interest in the entity is equal to the fair market value of the property or interest therein less the amount of mortgages, liens or encumbrances thereon. (See Schedules F and M)

SCHEDULE 2
COMPUTATION OF TAX

PAYMENT -
If the real property is located in Staten Island (Richmond County), make check or money order payable to: **Richmond County Clerk.**

For real property not located in Staten Island, make check or money order payable to: **NYC Department of Finance.**

LINE 1 - Total Consideration
Enter the amount from line 11, Schedule1, page 2.

LINE 2 - Excludible liens- Transfers involving certain residential property or interest therein
With certain exceptions, the amount of mortgages, liens or encumbrances is excluded from consideration for the transfer on or after August 28, 1997 of a one-, two-, or three-family house, an individual residential cooperative apartment or individual residential condominium unit, or economic interest in such property if the mortgage, lien or encumbrance existed before the date of the transfer and remains on the property or interest after the date of the transfer. This provision does not apply to any mortgage, lien or encumbrance placed on the property or interest in connection with, or in anticipation of, the transfer, or by reason of deferred payments of the purchase price. This exclusion also does not apply to a transfer to a mortgagee, lienor or encumbrancer of the property or interest, or to a qualifying real estate investment trust transfer. Recently adopted rules govern the application of the exclusion. Under the rules, an existing mortgage will be excluded in all transfers pursuant to gifts or divorce. In any other transfer, an examination time period beginning six months prior to, and ending three months after, the transfer is established. Mortgages placed on the property or discharged outside that time period will be excluded unless there is documentary evidence that the mortgage was placed or discharged in connection with the transfer. Mortgages placed or discharged within the examination period will be excluded unless the facts and circumstances indicate that the mortgage was placed or discharged in connection with the transfer. Mortgages that are modified will be excluded in all cases except where the modifications occur within the examination period AND result in a change in the identity of the lender PLUS a change of at least ten percent in either the interest rate or term of the mortgage loan. See Title 19 of the Rules of the City of NY §23-03(k) for more information.

Enter on line 2 of Schedule 2 the amount of any mortgage, lien or encumbrance included in the amount entered on line 3 of Schedule 1 that is eligible for the exclusion described above.

NOTE: *You may not enter any amount online 2 if you have not checked box a, b or c under "Type of Property" on page 2 of Form NYC-RPT or you HAVE checked box d, f, q or t under "Condition of Transfer".*

LINE 4 - Tax Rate

Insert the appropriate tax rate based on the consideration on line 3. Note: the tax rate is determined after certain liens are excluded but before taking into account the mere change of form exemption. Tax rates depend on the kind of real property that is transferred or is held by the entity whose stock or partnership interest is the subject of this transfer.

Effective for transfers on or after August 1, 1989, the tax rates are as follows:

Certain Residential Property and Interests 1% of the consideration where the consideration is $500,000 or less or 1.425% of the consideration where the consideration is greater than $500,000 in the following instances:

- conveyances where the real property transferred, or the real property in which the economic interest is transferred, is a one-, two-, or three family house, an individual cooperative apartment, an individual residential condominium unit, or an individual dwelling unit in a dwelling which is to be occupied as the residence or home of four or more families living independently of each other; and

- grants, assignments or surrenders of leasehold interests in a one-, two-, or three-family house, or an individual dwelling unit in a dwelling which is to be occupied or is occupied as the residence or home of four or more families living independently of each other.

An individual condominium that is used for residential purposes by the occupant shall be presumed to be residential, unless such residential use is *de minimis*. (For illustrations, see RCNY Section 23-03(b)(9) and (10).)

Other Transfers
- For all transfers involving property or interests in property other than the residential property specified above, the rate is 1.425% of the consideration where the consideration is $500,000 or less or 2.625% of the consideration where the consideration is greater than $500,000.

LINE 5
If you qualify for the "Mere Change In Form Exemption", enter the percentage from Schedule M, line 2, Column f. If you do not qualify for the Mere Change In Form Exemption, enter 100%.

LINE 7 - Tax
Attach additional schedules 1 and 2 if varying tax rates apply.

LINE 8 - Credit
a. **Liquidations** - If a purchaser acquires a controlling economic interest in a corporation, partnership, association, trust or other entity owning real property in a transaction subject to the Real Property Transfer Tax and within 24 months of such acquisition the entity owning the real property or interest therein is liquidated and the real property or interest therein is conveyed to the purchaser of the controlling economic interest, a credit is available against the transfer tax due on the liquidation in the amount of the transfer tax paid with respect to the original acquisition of the controlling economic interest. In no event shall this credit be greater than the tax payable upon the conveyance in liquidation.

b. **Original Co-op Transfer** - In the case of the original transfer of cooperative housing corporation stock by a cooperative corporation or cooperative plan sponsor in connection with the grant or transfer of a proprietary leasehold, a credit is allowed for a proportionate part of the amount of any tax paid upon the conveyance to the cooperative housing corporation of the land and building or buildings comprising the cooperative dwelling or dwellings. This credit applies only for original transfers of stock by the cooperative housing corporation or cooperative plan sponsor. It does not apply to taxable resales of cooperative housing corporation stock.

No credit is allowed for any tax paid more than 24 months prior to the date on which occurs the first in a series of transfers of shares of stock in the initial offering of cooperative housing corporation shares.

Attach a detailed schedule to support the credit claimed on this line.

LINE 10 - Interest
If the tax is not paid on or before the due date (determined without regard to any extension of time), interest must be paid on the amount of the underpayment from the due date to the date paid. For information as to the applicable rate of interest call *(212) 504-4036*.

LINE 11 - Penalties
a) If you fail to file a return when due, add to the tax 5% for each month or partial month the form is late up to 25%, unless the failure is due to reasonable cause.

b) If you fail to pay the tax shown on the return by the prescribed filing date, add to the tax (less any payments made) 1/2% for each month or partial month the payment is late up to 25%, unless the failure is due to reasonable cause.

c) The total of the additional charges in a) and b) may not exceed 5% for any one month.

SCHEDULE 3
If this transaction includes more than one grantor or grantee, complete this schedule and provide the requested information for all such grantors or grantees that are not listed on page 1 of this form. For any grantee and grantor that is a partnership, provide the requested information for each general partner. If this transaction includes more than one grantee or grantor and any of them is a partnership, attach a separate schedule 3 for each grantee or grantor providing the information for each general partner.

SCHEDULE A
Line 2d
If bid price is paid in cash, enter here and on Schedule 1, line 1. If other than cash, enter here and on the appropriate line on Schedule 1.

Line 2f
Enter remaining mortgages, liens or encumbrances here and on Schedule 1, line 3, 4, 5, 6 or 10 as appropriate.

SCHEDULE C
Line 4
Enter remaining mortgages, liens or encumbrances here and on Schedule 1, line 3, 4, 5, 6 or 10 as appropriate.

SCHEDULE D
In a liquidation, the measure of the tax is the greater of fair market value or consideration. The greater of fair market value or consideration, and the applicable rate of tax are determined separately for each parcel of real property or economic interest in a parcel of real property that is distributed in a liquidation. If this transaction involves the distribution in liquidation of more than one such parcel or economic interest, complete a separate Schedule D for each such property or interest. Attach additional schedules 1 and 2 as necessary. (See §23-03 (g) of the rules of the City of New York for example of calculation of the tax base in liquidations.)

SCHEDULE F
Line 8
If you received other property in exchange for the real property or interest therein that was transferred to the business entity, enter the value of the other property here. If assets other than real property or interests therein were transferred to the business entity in connection with this transaction, the consideration received must be apportioned among the assets transferred. Attach schedule.

SCHEDULE H
If the entity named in A owns assets in addition to real property or interests therein, the consideration subject to tax is deemed equal to the fair market value of the entity's real property or interests therein multiplied by the percentage of the ownership interest that is transferred. See Administrative Code §11-2102 d). Consideration should be entered on Schedule 1 on appropriate lines.

If the entity named in A owns more than one parcel of real property or economic interest therein, the consideration and the applicable rate of tax is determined separately for each parcel of property or economic interest. Attach separate Schedules H, 1 and 2, as necessary.

If any of the percentages in B, C, D, E or F is 50 percent or more, a return must be filed and tax paid with respect to any transaction reflected in items B, C, D, E or F. The tax rate applicable to each item of real property or economic interest therein is based on its proportionate share of the aggregate consideration for all transactions reflected in items B, C, D, E or F.

SCHEDULE M - MERE CHANGE OF FORM TRANSFERS
For transfers occurring on or after June 9, 1994, a transfer that represents a mere change in identity or form of ownership or organization is not taxable to the extent the beneficial ownership of the

real property or economic interest therein remains the same. (NYC Administrative Code Section 11-2106 (b)(8)). However, a transfer to a cooperative housing corporation, other than a corporation formed under Articles 2, 4, 5, or 11 of the Private Housing Finance Law, of the property that will comprise the cooperative dwelling will not qualify for this exemption.

The following are types of transfers that may qualify for the mere-change exemption in whole or in part. If you checked condition "g", "i", or "l" on Form NYC-RPT, page 1, the transfer may qualify for this exemption in whole or in part. Transfers other than those listed may also qualify for the exemption in whole or in part.

a. A transfer of property or interest therein to a new or pre-existing corporation in which the owners of the property or interest therein prior to the transfer are shareholders;

b. A transfer of property or interest therein by one wholly-owned subsidiary of a corporation to another wholly-owned subsidiary of the same corporation;

c. A transfer of property or interest therein to a new or pre-existing partnership in which the owners of the property or interest therein prior to the transfer are partners; or

d. A distribution of property or interest therein by a corporation or partnership to its shareholders or partners.

Examples:

1. A transfer of property owned by three individuals as equal tenants-in common to a corporation or partnership in which the same three individuals are equal shareholders or partners will be fully exempt as a mere change of form of ownership.

2. A transfer of a cooperative apartment owned by an individual to a corporation in which the individual is a 25 percent shareholder will be exempt to the extent that the individual retains a 25% beneficial interest in the coop after the transfer.

3. Corporation X is owned 25% by individual A and 75% by individual B. If Corporation X distributes New York City real property to A and B as equal tenants-in-common, the transfer will be exempt to the extent A retains the same 25 percent interest in the property and B retains a 50 percent interest in the property. The transfer will be taxable to the extent of the additional 25 percent interest in the property transferred to A

For additional information, see Title 19 of the Rules of the City of NY §23-05(b)(8).

EXEMPTIONS FROM THE TRANSFER TAX

A. The following parties are exempt from the payment of the tax and from filing a return:

1. The State of New York, its agencies, instrumentalities, public corporations (including a public corporation created pursuant to agreement of compact with another state or Canada) or political subdivisions.

2. The United States of America and its agencies and instrumentalities, insofar as they are immune from taxation.

The exemption of such governmental bodies does not relieve a grantee from them of liability for the tax or from filing a return.

B. The tax imposed does not apply to any of the following deeds:

1. A deed, instrument or transaction by or to the United Nations or any other world-wide international organization of which the United States is a member.

2. A deed, instrument or transaction by or to any corporation, association, trust, community chest, fund or foundation, organized and operated exclusively for religious, charitable, or educational purposes, or for the prevention of cruelty to children or animals, and no part of the net earnings of which inures to the benefit of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, provided, however, that nothing in this paragraph shall include an organization operated for the primary purpose of carrying on a trade or business for profit, whether or not all of its profits are payable to one or more organizations described in this paragraph.

3. A deed, instrument or transaction to any governmental body listed in "A" above.

4. A deed or instrument given solely as security for a debt, or a deed or instrument given solely for the purpose of returning such security.

5. A deed or instrument or transaction from a mere agent, dummy, strawman or conduit to a principal, or a deed from the principal to an agent, dummy, strawman or conduit.

Where a tax does not apply to any deed, neither the grantor nor the grantee is required to pay the tax. However, a return relating to the deed must be filed.

FILING OF RETURN AND PAYMENT OF FILING FEE AND TAX

A notarized joint return shall be filed by both the grantor and the grantee for each deed, instrument, or transaction, whether or not a tax is due. Thus, a return must be filed although the consideration for the transaction is $25,000 or less. Where the total consideration is $400,000 or more, a copy of the contract of sale or closing statement must be attached to the return. A return need not be filed for the grant of a leasehold interest in a 1-, 2-, or 3-family house or an individual dwelling unit except where tax is owed or the lease is to be recorded.

FILING FEE

A fee of one hundred dollars ($100) must be paid upon the filing of the form NYC-RPT for those transactions for which the filing of a New York State Real Property Transfer Report (RP-5217NYC) is not required to be filed. Such transactions include, but are not limited to, transfers of co-ops, leaseholds and controlling economic interests.

RECORDED TRANSFERS

Returns relating to a transfer in Manhattan, the Bronx, Brooklyn or Queens, where a deed or other document

is recorded, must be filed via ACRIS (nyc.gov/finance). **Any tax due is required to be paid at the office of the City Register in the county where the deed is recorded within 30 days of the delivery of the deed.**

In Staten Island, returns relating to a transfer in Staten Island where a deed or other document is recorded, are required to be filed using the paper original and any tax due is required to be paid at the Office of the County Clerk for Richmond County within 30 days of the delivery of the deed.

The locations of the offices of the City Register are as follows:

MANHATTAN (New York County)
66 John Street, 13th Floor
New York, New York 10038

BRONX (Bronx County)
3030 Third Avenue, 2nd Floor
Bronx, New York 10455

BROOKLYN (Kings County)
210 Joralemon Street, Room 2
Brooklyn, New York 11201

QUEENS (Queens County)
144-06 94th Avenue
Jamaica, NY 11435

The location of the Richmond County Clerk is as follows:

STATEN ISLAND (Richmond County)
Richmond County Clerk
County Court House, Room 103
Staten Island, New York 10301
(718) 390-5386

NON-RECORDED TRANSFERS
In the case of transfers where no document is recorded, including but not limited to transfers of controlling economic interests in real property or transfers of interests in entities formed for cooperative ownership of real property, returns must be filed within 30 days of the transfer with:

NYC Department of Finance
Non-Recorded RPTT Return Processing
66 John Street, 13th Floor
New York, NY 10038

The tax may be paid by certified check, or an Attorney's Trust Account check, drawn on a U.S. bank, or money order made payable to the order of:

NYC Department of Finance.

Returns filed on or after February 6, 1990, in connection with a conveyance of a one- or two-family dwelling or a cooperative apartment or condominium unit in a one- or two-family dwelling must be accompanied by an Affidavit of Compliance with Smoke Detector Requirement.

NYC-RPT returns are available at City Register offices, the office of the Richmond County Clerk or online at nyc.gov/finance.

IMPORTANT REAL ESTATE TAX INFORMATION FOR NONPROFIT ORGANIZATIONS
If you are a nonprofit organization you should know:

1. You must apply for an exemption from Real Estate Tax with the Payment Operations Division. Exemption forms can be obtained online at **nyc.gov/finance**, or any of the Borough Offices of the Property Division.

MANHATTAN
66 John Street, 13th Floor
New York, NY 10038

BRONX
3030 Third Avenue, 2nd Floor
Bronx, NY 10455

BROOKLYN
210 Joralemon St., Room 200
Brooklyn, NY 11201

QUEENS
144-06 94th Avenue
Jamaica, NY 11435

STATEN ISLAND
350 St. Marks Place
Staten Island, NY 10301

2. Once you have received an exemption, you must renew it every year with the Payment Operations Division.

3. Many groups are exempt from property taxes but still may be required to pay water and sewer charges. You must file separately for an exemption from water and sewer charges with the Bureau of Customer and Conservation Services. Applications can be obtained from any of the Bureau's borough offices (call (718) 595-7000 for addresses). Once granted, this exemption need not be renewed annually.

EVEN IF THIS TRANSFER OF REAL PROPERTY IS FROM ANOTHER NONPROFIT ORGANIZATION, YOU MUST STILL COMPLY WITH THE ABOVE REQUIREMENTS.

For more information call 311, or visit our website at **nyc.gov/finance**

PRIVACY ACT NOTIFICATION

The Federal Privacy Act of 1974, as amended, requires agencies requesting Social Security Numbers to inform individuals from whom they seek this information as to whether compliance with the request is voluntary or mandatory, why the request is being made and how the information will be used. The disclosure of Social Security Numbers for grantors and grantees is mandatory and is required by section 11-102.1 of the Administrative Code of the City of New York. Disclosure by attorneys is voluntary. Such numbers disclosed on any report or return are requested for tax administration purposes and will be used to facilitate the processing of tax returns and to establish and maintain a uniform system for identifying taxpayers who are or may be subject to taxes administered and collected by the Department of Finance. Such numbers may also be disclosed as part of information contained in the taxpayer's return to another department, person, agency or entity as may be required by law, or if the taxpayer gives written authorization to the Department of Finance.

DOCUMENT NUMBER 4

UNIT OWNER'S POWER OF ATTORNEY

The Law Office of Jay Lichtman, P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

UNIT OWNER'S POWER OF ATTORNEY

The undersigned, _____, residing at 2107 Bedford Avenue, Unit _____, Brooklyn, New York _____, the owner of Condominium Unit No. _____ in the Condominium known as THE 2107 BEDFORD AVENUE CONDOMINIUM, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York, pursuant to Declaration recorded the _____ day of _____, _____, in the Kings County Office of the Register, under CFRN # _____ in the floor plan of file as Condo Plan No. _____, do hereby nominate, constitute and appoint persons who may from time to time constitute the Board of Managers of THE 2107 BEDFORD AVENUE CONDOMINIUM jointly true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with powers 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have executed this Unit Owner's Power of Attorney as of the _____ day of _____, 20_____.

By: _____ By: _____

STATE OF NEW YORK)
COUNTY OF) SS:

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

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF) SS:

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

_____
Notary Public

POWER OF ATTORNEY

THE BOARD OF MANAGERS
OF THE 2107 BEDFORD AVENUE STREET CONDOMINIUM

Premises:

2107 Bedford Avenue,
Unit _____
Brooklyn, New York _____

County: Kings

Section:

Block:

Lots:

Record and return to:

THE LAW OFFICES OF JAY LICHTMAN P.C.

68 Jay Street, Suite 420
Brooklyn, New York 11201

347-504-1724

DOCUMENT NUMBER 5

CONDOMINIUM UNIT DEED

The Law Office of Jay Lichtman, P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

CONDOMINIUM UNIT DEED

THIS INDENTURE, made as of the _____ day of _____, 20_____ by and between 2107 Bedford, LLC, a New York Limited Liability Company, having an office at 85 Delancey Street, New York, New York 10002 (the "Grantor"); and _____, with an address at _____, Unit _____, Brooklyn, New York, _____, (hereinafter referred to as the "Grantee").

W I T N E S S E T H:

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

The Condominium Unit known as Unit No. _____ (hereinafter called "the Unit") in the building known as THE 2107 BEDFORD AVENUE CONDOMINIUM, and by the street number 2107 BEDFORD AVENUE, Borough of Brooklyn, County of Kings, City and State of New York designated and described by the above Unit No. _____ in a certain declaration dated _____, made by the Grantor pursuant to Article 9-B of the Real Property Law of the State of New York ("the Condominium Act") establishing a plan for condominium ownership of the Building and the land ("Land") upon which the Building is situate (which land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which declaration was recorded in the County of Kings Office of the Register of The City of New York ("Register's Office") on _____, under CFRN #_____ ("Declaration"). The Unit is also designated as Tax lot _____ in Block _____ of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the Building, certified by the architect as Condominium Plan _____.

TOGETHER with an undivided _____% interest, in the Common Elements of the Property (hereinafter called "the Common Elements"), as defined in the Declaration.

The Property is described as follows:

SEE SCHEDULE "A"

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

Together with, and subject to, the rights, obligations, easements, restrictions, and other provisions set forth in the Declaration and By-Laws, all of which shall constitute covenants running with the Land, and shall bind any person having any title, interest or estate in the Unit as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions, and other matters of record as pertain to the Unit and/or to the building (which Land and Building are collectively referred to as "the Property");

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

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the 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 Declaration shall control.

Except as otherwise specifically permitted by the Board of Managers (as such term is defined in the Declaration) as provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatsoever, except as aforesaid.

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

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The Grantee has examined the Unit and is purchasing the same in its existing condition.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

This conveyance is made in the regular course of business actually conducted by the Grantor.

All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of THE 2107 BEDFORD AVENUE CONDOMINIUM (said By-Laws, as the same may be amended from time to time, are hereinafter referred to as "the By-Laws");

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

2107 Bedford LLC
A New York Limited Liability Company

By: _____

STATE OF NEW YORK)
COUNTY OF) SS:

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

_____
Notary Public

CONDOMINIUM UNIT DEED

GRANTOR:

2107 BEDFORD, LLC

GRANTEE:

Premises:

2107 Bedford Avenue, Unit _____
Brooklyn, New York

County: Kings

Section:

Block:

Lot:

Record and return to:

DOCUMENT NUMBER 6

FORM OF SWORN STATEMENT BY ASSIGNEE

The Law Office of Jay Lichtman, P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

FORM OF SWORN STATEMENT BY ASSIGNEE

AFFIDAVIT

State of New York)
)ss.:
County of)

_____, being duly sworn, deposes and says as follows:

1. I have been assigned a Purchase Agreement executed by _____ for Unit ___ in the 2107 Bedford Avenue Condominium, 2107 Bedford Avenue, in Brooklyn, NY, and dated _____, 20___.

2. Such assignment was not procured by Sponsor, the selling agent, or the managing agent.

3. I intend that either I, or _____ [a specified member of my immediate family] will personally occupy the dwelling unit.

_____
[name of affiant]

DOCUMENT NUMBER 7

DECLARATION OF CONDOMINIUM

The Law Office of Jay Lichtman, P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as

2107 Bedford Avenue
Brooklyn, New York 11226

Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name:

THE 2107 BEDFORD AVENUE CONDOMINIUM

Declarant:

2107 Bedford, LLC
85 Delancey Street
New York, New York 10002

Date of Declaration: _____

Record & return to:

THE LAW OFFICE OF JAY LICHTMAN P.C.

68 Jay Street, Suite 420
Brooklyn, New York 11201
347-504-1724

The land affected by the within instrument lies in
Block 5084
formerly known as Lot 6 and
now known as Lots _____ - _____
on the Tax Map of the Borough of Brooklyn,
City and State of New York

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* Reproduced in full in as Exhibit D

DECLARATION
OF THE
THE 2107 BEDFORD AVENUE CONDOMINIUM

Pursuant to Article 9-B of the Real
Property Law of the State of New York

2107 Bedford, LLC, having an address at 85 Delancey Street, New York, New York 10002 (the "Declarant"), hereby declare as follows:

Article 1
Definitions

All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof shall have the meanings set forth in Exhibit C annexed hereto, unless the context in which the same are used shall otherwise require. All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Article 2
Submission of the Property

The Declarant hereby submits the land (the "Land") hereinafter described, together with the building and improvements thereon erected (the "Building") owned by the Declarant in fee simple absolute (the Land and Building being hereinafter referred to collectively as the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act").

Article 3
Description of the Land

The land is located in the Borough of Brooklyn, County of Kings, in the City and State of New York, and is designated on the Tax Map of Kings County as Block 5084 formerly known as Lot 6 and being designated herein as Lots _____ through _____. See Exhibit A attached hereto for a metes and bounds description of the land.

Article 4
Description of the Building

The building is an existing building and consists of four (4) stories and a cellar, and contains thirty six (36) residential units, and one (1) commercial unit. The principal materials of which it is constructed are block, brick, wood and steel.

Article 5
Name of the Condominium

The Condominium shall be known as The 2107 Bedford Avenue Condominium.

Article 6
The Units

(a) Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its designation number; (ii) its tax lot number; (iii) its approximate location in the Building; (iv) its approximate area; (v) the number of rooms contained therein; (vi) the portions of the Common Elements to which such Unit has immediate access; and (vii) the Common Interest appurtenant to such Unit. The precise location and areas of each Unit within the Building and all of the areas and installations which are included as part of the Units are shown on the Floor Plans of the Building, certified by the architect, intended to be filed in the Office of the City Register simultaneously with the recording of this Declaration and are made a part of this Declaration. The Floor Plans shall govern in the event of any inconsistency between the written part of the Declaration and the Floor Plans.

(b) Statement of Dimensions. The Dimensions of the Units measures approximately the square footage as the area of each unit consisting of the area measured horizontally from the outside face of the glass window and/or exterior walls to the centerline of the partitions separating one unit from another unit or to the center line of the partitions separating a unit from corridors, stairs, elevators and other mechanical equipment spaces that are not part of the unit. Each unit consists of the area measured vertically from the top of the floor to the underside of the ceiling. Dimensions shown on the floor plans reflect the approximate interior dimensions of main areas of the unit.

No Unit Owner shall be deemed to own the structural walls, supporting columns, pipes, wires, conduits or other public lines running through the Unit which are utilized for or serve more than one (1) Unit. Any area or installation which is designated on the Floor Plans as part of a Unit shall be considered as part of said Unit. Vertically, each unit consists of the space between the upper face of the subfloor and the upper face of the dry wall ceiling.

(c) Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner shall have the right, exercisable at any time and from time to time, to install, at such Unit Owner's sole cost and expense, such decorations, fixtures and coverings (including, without limitation, painting, finishing, wall papering, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity of such Unit or of the Building.

Article 7
The Common Elements

A. Common Elements. The Common Elements generally consist of the Land and those rooms, areas and corridors and other portions of the Building (other than the Units), as well as those Facilities therein, either currently or hereafter existing for the common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property. Without intention to limit the generality of the foregoing in any respect, and unless otherwise provided for in the Floor Plans, Common Elements include the following:

(i) The Land not specifically designated to any of the Condominium Units on the Floor Plans.

(ii) all foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, floors, roofs and ceilings in, on or under the Building, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof;

(iii) all vestibules, stairs, elevators, mechanical and electrical equipment spaces, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof;

(iv) All central and appurtenant installations and facilities for services such as power, light, telephone, gas, sewer, plumbing, drainage, hot and cold water distribution, ventilation, garbage disposal, and other mechanical and electrical systems to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof, if any.

(v) All sewer and drainage pipes.

(vi) All other parts of the Property and all apparatus and installations existing in the Buildings or Premises for common use of the Unit Owners or which are, or may be necessary or convenient for the existence, maintenance or safety of the Buildings.

B. Limited Common Elements.

(i) The Limited Common Elements in this Condominium are the terraces, roof deck, and rear yard, allocated to the units as shown on the Floor Plans.

(ii) The Unit Owner's or Owners' right to make alterations, additions or improvements to the Limited Common Elements shall be subject to the provisions of Article 9 of this Declaration, which shall also govern alterations, additions, or improvements allocated to the Units.

C. The Common Elements shall remain undivided and are not subject to partition nor are they severable from the Units except in accordance with The Condominium Act (Article 9-B of the Real Property Law), or as expressly permitted pursuant to the terms of Section 5.5 of the By-Laws.

Article 8
Determination of Common Interests

In accordance with Section 339-i(1)(iv) of the New York State Condominium Act, the Common Interests of each of the Units have been allocated 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.

Article 9
Use of Units

As more particularly set forth in the By-Laws, each Unit may be used in accordance with the use permitted by local law and zoning regulations and the Certificate of Occupancy, and not more than one family may occupy a Unit at one time. A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such Family Members or guests).

Article 10
Easements for the Enjoyment of Common Elements

Subject to the terms of the By-Laws and the Rules and Regulations, Sponsor, the Unit Owners, the Selling Agent, the Managing Agent, the Condominium Board and all officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Common Elements, and the Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

Article 11
Other Easements

(a) Subject to the terms of the By-Laws and to the Rules and Regulations, each Unit Owner shall have, in common with all other Unit Owners, an easement to use any of the Common Elements, and all pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Unit or the Common Elements to the extent that such Common Element and utility distribution system serves, or is necessary to the service of, his or her Unit,

and each Unit and all of the Common Elements shall be subject to such easement. In addition, each Unit Owner shall have a reasonable right of access through any other Unit for the purpose of entry to any part of his Unit where there is no other means of access to such part of his Unit or Limited Common Elements allocated to his Unit. In addition, the Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and the rights of access granted in this paragraph shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted only upon reasonable notice, except that no such notice shall be necessary in the event of repairs or replacements immediately necessary or required for the preservation or safety of the Building, for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building. Each of the units may maintain or replace its porches or balconies.

(b) The Condominium Board shall have, on behalf of all Unit Owners, the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as the Condominium Board shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof or for the general health or welfare of the owners, tenants and occupants of the appropriate Units; provided, however, that the grant of such additional utility easements, or the relocation of existing utility easements, shall not unreasonably interfere with the use of the Units for their permitted purposes. Any utility company, as well as its officers, employees and agent, shall have the right of access to each Unit and to the Common Elements in furtherance of such easement. However, such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

(c) Each unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

(d) If (i) any portion of the Common Elements now encroaches upon any Unit or upon any other portion of the Common Elements, (ii) any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or (iii) any such encroachment shall hereafter occur as a result of (x) the settling or shifting of the Building, (y) any repair or alteration made to the Common Elements in accordance with the terms of this Declaration and the By-Laws, by, or with the consent of, the Condominium Board, or (z) any repair or restoration made to the Building or any portion thereof, to any Unit, or to the Common Elements in accordance with the terms of this Declaration and the By-Laws after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Building or the affected Unit or Common Elements shall stand.

(e) In addition, a right of access is hereby granted to the unit owners, their successors, heirs and assigns, for the purpose of gaining access to the following areas: common areas; mechanical areas of the building, including but not limited to the boiler room, storage room, meter room or any other facility to which each such unit owner has a right of use; or to any area of the property that such Unit Owner has a right to use as part of his Unit or as a Common Element. However, the right shall only be exercised in a reasonable manner.

(f) In addition to the specific easements set forth in this Article 11 and in Article 10 hereof, the Property and every portion thereof shall be subject to all easements and rights of access prescribed in the Condominium Act.

Article 12
Alterations, Addition, Improvements and Changes to Units

Each Unit Owner shall have the right to:

(i) make alterations, additions, or improvements in the interior of his unit;

(ii) make alterations, additions, or improvements in the interior of to any part of the property allocated to his unit;

(iii) change the layout of his unit;

provided, however, that, with respect to any such alteration, addition, improvement or change in, to, of or upon a Unit:

(1) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto;

(2) the Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; and

(3) such alteration, addition, improvement or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property.

In the event that any unit is subdivided, the subdivided units shall jointly exercise and share the vote and the percentage of common interest allocated to the original unit. The Declarant has accepted the present use and construction of the building "as is".

Article 13
Acquisition of Units by the Condominium Board

If (i) any Unit Owner surrenders his or her Unit, together with its Appurtenant Interests, to the Condominium Board pursuant to the terms of the By-Laws or of Section 339-x of the

Condominium Act or (ii) the Condominium Board, pursuant to the terms of the By-Laws or otherwise, either (x) acquires or leases a Unit, together with its Appurtenant Interests or (y) purchases a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title or the leasehold estate, as the case may be, and to such Unit and such Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or such designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

Article 14
Power of Attorney to the Condominium Board

(a) Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution, the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(x) acquire or lease any Unit, together with its Appurtenant Interests, (1) whose owner desires to sell, convey, transfer, assign, lease, or surrender the same or (2) that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(y) convey, sell, lease, mortgage, or otherwise deal with (but not to exercise the vote appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(z) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate.

(b) In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Owner's Power of Attorney in the form provided.

Article 15
Termination of Condominium

The Condominium shall continue until terminated by (i) casualty loss, condemnation, or eminent domain, as more particularly provided in the By-Laws or (ii) withdrawal of the Property from the provisions of the Condominium Act by at least eighty percent (80%) of the vote. In the event that said withdrawal is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in accordance with the

factors set out in The New York State Condominium Act Section 339-i(1)(iv), which is based on 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, the overall dimensions of the particular unit and the fair market value of such unit. In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. No payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens.

Article 16
Covenant of Further Assurances

(a) Any Person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or a sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action, as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Unit Owner or any other person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that such Unit Owner or Person is required to take pursuant to this Declaration, then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(c) If any Unit Owner or the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that the Condominium Board, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of the Managing Agent, then the Managing Agent is hereby authorized as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner, or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner, or other Person, as the case may be.

Article 17
Covenants to Run with the Land

(a) All provisions of this Declaration, the By-Laws and the Rules and Regulations, including, without limitation, the provisions of this Article 17, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon, and shall inure to the benefit of, the owner of all or any part thereof, or interest therein, and his or her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights, in, or for the benefit of, the general public. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, the entering into a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease.

This Declaration of Condominium is subject also to such other liens, covenants, easements, restrictions, consents, agreements, and other matters of record and any agreements as pertain to the Units, the Land and/or the Building.

(b) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to, the provisions of the 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 to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration and 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 as part of this Declaration or the By-Laws, as the case may be for the purposes of submitting the Property to the provisions of the Condominium Act.

(c) Subject to the terms of paragraph (b) of this Article 17, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the 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 provision as a covenant running with the Land.

Article 18
Amendments to this Declaration

(a) Any provision of this Declaration may be amended, modified, added to, or deleted by a 66 2/3% vote of the Unit Owners, taken in accordance with the provisions of the By-Laws, provided, however, that no amendment shall be made which limits or affects the rights of the mortgagee against the mortgagor. No such amendment, modification, addition, or deletion shall be effective until recorded in the Kings County Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Sponsor or its designee or any Unsold Units, any such amendment, modification, addition, or deletion may be executed either (i) by the Condominium Board as attorney-in-fact for the Unit Owners, which power shall be deemed to be coupled with an interest as provided for in Article 12 hereof; or (ii) by the Unit Owner or Unit Owners whose Unit or Units are affected by such amendment, modification, addition or deletion.

(b) If the amendment requires the approval of a specified percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-Laws) in writing without a meeting, in which Certification shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

Article 19
Consents of Sponsor

Wherever the consent, approval, satisfaction, or permission of Sponsor or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction, or permission shall not be required when Sponsor or such designee no longer owns any Units.

Article 20
Person to Receive Service

The Secretary of State is designated as agent of the Condominium Board upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the Condominium Board served upon him or her is: _____.

Article 21
Incorporation by Reference

The terms, covenants, conditions, descriptions, and other information contained in (i) the Property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto

as Exhibit B; (iii) the table of definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; and (v) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if the same were set forth at length in the text hereof.

Article 22
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, regardless of the number of violations or breaches that may occur.

Article 23
Severability

Subject to the provisions of paragraphs (b) and (c) of Article 17 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise provided herein, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provision of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

Article 24
Gender

A reference in this Declaration to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

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Article 25
Captions

The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first written above.

DECLARANT:
2107 Bedford LLC

By: _____

State of New York)
County of) ss.:

On the _____day of _____ in the year 20 ____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted and executed the instrument.

_____
Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

THE 2107 BEDFORD AVENUE CONDOMINIUM

2107 Bedford Avenue
Brooklyn, New York 11226

Tax Block 5084 f/k/a Lot 6 n/k/a Lots _____ -- _____

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Easterly side of Bedford Avenue distant 125 feet north of the northeasterly corners of Bedford Avenue and Linden Boulevard;

RUNNING THENCE northerly and along the Easterly side of Bedford Avenue, 82 feet 6 inches;

THENCE Easterly parallel with Linden Boulevard 165 feet 1 inch;

THENCE Southerly at right angles to Linden Boulevard 82 feet 5-3/4 inches;

THENCE Westerly 164 feet 5/8 inches to the point or place of **BEGINNING.**

EXHIBIT B

DESCRIPTION OF UNITS

THE 2107 BEDFORD AVENUE CONDOMINIUM

2107 Bedford Avenue
Brooklyn, New York 11226

Tax Block 5084 f/k/a Lot 6 n/k/a Lots _____ -- _____

UNIT NO.	TAX LOT	USAGE	% COMMON INTEREST	BEDROOMS	BATHROOMS
Comm	--01	Residential Condominium	%	0	0
1*	--02	Residential Condominium	%	0	1
A1	--03	Residential Condominium	%	1	1
A2	--04	Residential Condominium	%	2	1
B1	--05	Residential Condominium	%	2	1
B2	--06	Residential Condominium	%	1	1
B3	--07	Residential Condominium	%	1	1
C1	--08	Residential Condominium	%	2	1
C2	--09	Residential Condominium	%	2	1
C3	--10	Residential Condominium	%	2	1
A3	--11	Residential Condominium	%	3	1
A4	--12	Residential Condominium	%	2	1
A5	--13	Residential Condominium	%	1	1
B4	--14	Residential Condominium	%	2	1
B5	--15	Residential Condominium	%	2	1
B6	--16	Residential Condominium	%	2	1
C4	--17	Residential Condominium	%	2	1
C5	--18	Residential Condominium	%	2	1
C6	--19	Residential Condominium	%	2	1
A6	--20	Residential Condominium	%	3	1
A7	--21	Residential Condominium	%	2	1
A8	--22	Residential Condominium	%	1	1
B7	--23	Residential Condominium	%	2	1
B8	--24	Residential Condominium	%	2	1
B9	--25	Residential Condominium	%	2	1
C7	--26	Residential Condominium	%	2	1
C8	--27	Residential Condominium	%	2	1
C9	--28	Residential Condominium	%	2	1
A9	--29	Residential Condominium	%	3	1
A10	--30	Residential Condominium	%	2	1
A11	--31	Residential Condominium	%	1	1

B10	--32	Residential Condominium	%	2	1
B11	--33	Residential Condominium	%	2	1
B12	--34	Residential Condominium	%	2	1
C10	--35	Residential Condominium	%	2	1
C11	--36	Residential Condominium	%	2	1
C12	--37	Residential Condominium	%	2	1

AREAS OF UNITS (sf)

UNIT	LOCATION	FLOOR AREA	*	*
Comm	Cellar			
1*	Cellar			
A1	1st Floor, Cellar			
A2	1st Floor			
B1	1st Floor			
B2	1st Floor			
B3	1st Floor			
C1	1st Floor			
C2	1st Floor			
C3	1st Floor			
A3	2nd Floor			
A4	2nd Floor			
A5	2nd Floor			
B4	2nd Floor			
B5	2nd Floor			
B6	2nd Floor			
C4	2nd Floor			
C5	2nd Floor			
C6	2nd Floor			
A6	3rd Floor			
A7	3rd Floor			
A8	3rd Floor			
B7	3rd Floor			
B8	3rd Floor			
B9	3rd Floor			
C7	3rd Floor			
C8	3rd Floor			
C9	3rd Floor			
A9	4th Floor			
A10	4th Floor			
A11	4th Floor			
B10	4th Floor			
B11	4th Floor			
B12	4th Floor			

C10	4th Floor			
C11	4th Floor			
C12	4th Floor			

*Limited Common Element

EXHIBIT C

DEFINITIONS

THE 2107 BEDFORD AVENUE CONDOMINIUM

2107 Bedford Avenue
Brooklyn, New York 11226

Tax Block 5084 f/k/a Lot 6 n/k/a Lots _____ -- _____

1. "Appurtenant Interest" shall mean, with respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Condominium Board or its designees, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Unit of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.

2. "Balcony", "terrace", "porch", or "patio" generally defines an area adjoining a building at various levels of the building which is generally used by the adjoining Unit. The characterization of the above for the purposes of the Zoning Resolution is based on its location and description as set forth in the Floor Plans.

3. "Building" shall mean the building situated on the Land which is described in Exhibit A hereto.

4. "By-Laws" shall mean the by-laws of the Condominium, which are annexed as Exhibit D to the Declaration, as the same may be amended from time to time pursuant to the terms thereof.

5. "Common Elements" shall mean those certain portions of the Land and the Building (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in Article 7 of the Declaration.

6. "Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or the By-Laws), to meet the Common Expenses.

7. "Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior

year(s); (iii) the purchase, lease, or sublease by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell, lease, transfer, or convey the same or that is to be sold at a foreclosure or other sale; and (iv) generally, the conduct of the affairs of the Condominium.

8. "Common Interest" shall mean the undivided percentage interest of each Unit in the Common Elements.

9. "Condominium" shall mean The 2107 BEDFORD AVENUE Condominium which was established pursuant to the terms of the Declaration and is to be governed pursuant to the terms of the By-Laws.

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

11. "Condominium Board" shall mean the governing body of the Condominium, whose members shall be selected pursuant to the terms of Articles 2 and 4 of the By-Laws.

12. "Condominium Documents" shall mean the Declaration, the By-Laws and Rules and Regulations.

13. "Declaration" shall mean the declaration executed by Declarant for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership of the property.

14. "Family Members" shall mean the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner's Unit.

15. "Floor Plans" shall mean the floor plans of the Units filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto. The Floor Plans shall govern in the event of any inconsistency between the written part of the Declaration and the Floor Plans.

16. "Institutional Lender" shall mean (i) a savings bank, savings and loan associations, bank or trust company, insurance company, real estate investment trust, or mortgage trust or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

17. "Institutional Mortgage" shall mean any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Sponsor or its designee or an Institutional Lender.

18. "Insurance Trustee" shall mean an individual who is a resident of the State of New York, or a bank or trust company having an office in The City of New York, from time to time appointed to serve as such by the Condominium Board.

19. "Land" shall mean 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, as more particularly described in Exhibit A to the Declaration.

20. "Law" shall mean the laws and ordinances of any or all of the Federal, New York State, New York City, in the particular County, and Borough governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

21. "Limited Common Elements": Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more Units.

22. "Managing Agent" shall mean a Person employed by the Condominium Board pursuant to pursuant to paragraph (C) of Section 2.6 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium Board shall delegate, subject to the limitations contained in paragraph (D) of Section 2.6 of the By-Laws.

23. "Majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners (determined in accordance with the terms of Section 4.8 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

24. "Permitted First Mortgage" shall mean a Permitted Mortgage that is a first mortgage lien against a Unit.

25. "Permitted First Mortgagee" shall mean any holder of a Permitted First Mortgage.

26. "Permitted Mortgage" shall mean any mortgage covering one or more Units that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws.

27. "Permitted Mortgagee" shall mean any holder of a Permitted Mortgage at the time in question.

28. "Person" shall mean any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

29. "Plan" shall mean that certain offering plan to convert the Property to condominium ownership filed with the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.

30. "Property" shall mean the Land, the Building, all other improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

31. "Register's Office" shall mean the Office of the Register of the City of New York, Kings County.

32. "Rules and Regulations" shall mean the rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

33. "Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with paragraph (C) of Section 6.1 of the By-Laws.

34. "Sponsor" As used in New York State regulations pertaining to newly constructed and vacant condominium, the word "sponsor" means "any person, partnership, joint venture, corporation, company, trust, association or other entity or agent thereof who makes or takes part in a public offering or sale in or from the State of New York of participation interests or investments in real estate including condominium interests in realty."

35. "Sponsor's Initial Control". The Sponsor will control the board of managers whenever the unsold units constitute less than fifty percent (50%) of the common interests.

36. "Unit" shall mean any of the "Units" as such term is defined in the Condominium Act, located in the Building, which units are more particularly described in Article 6 of, and Exhibit B to, the Declaration and in the Floor Plans.

37. "Unit Owner" shall mean any Person who holds fee title, of record, to one or more Units at the time in question.

38. "Unsold Units". This term shall only apply in the situation where there is a Sponsor that offers units for sale and shall mean any Unsold Unit owned by Sponsor or its designee at the time in question. It shall not apply to any unit occupied by the Sponsor or any member of his family.

DECLARATION OF CONDOMINIUM

Declarant:

2107 Bedford, LLC
85 Delancey Street
New York, New York 10002

Premises:

The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, New York

County: Kings

Block: 5084

F/K/A: 6

N/K/A: _____ - _____

Record and return to:

THE LAW OFFICE OF JAY LICHTMAN, P.C.

68 Jay Street, Suite 420
Brooklyn, New York 11201

347-504-1724

DOCUMENT NUMBER 8

CONDOMINIUM BY-LAWS

The Law Office of Jay Lichtman, P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

EXHIBIT D

TO THE DECLARATION OF

THE 2107 BEDFORD AVENUE CONDOMINIUM

2107 Bedford Avenue
Brooklyn, NY 11226

BY-LAWS

of

THE 2107 BEDFORD AVENUE CONDOMINIUM

2107 Bedford Avenue
Brooklyn, New York

The Law Office of Jay Lichtman P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

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BY-LAWS

OF

THE 2107 BEDFORD AVENUE CONDOMINIUM

ARTICLE 1 GENERAL

Section 1.1. Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of: (i) the Land, which is described in Exhibit A to the Declaration of Condominium of The 2107 Bedford Avenue Condominium; (ii) the Building, which includes, without limitation, the Units, the Common Elements and all easements, rights and appurtenances belonging thereto; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-Laws form a part.

Section 1.2. Definitions. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Exhibit C to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3. Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 1.4. Application of By-Laws. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and employees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with.

Section 1.5. Principal Office of the Condominium. The principal office of the Condominium shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

ARTICLE 2 BOARD OF MANAGERS

Section 2.1. General. As more particularly set forth in Sections 2.4, 2.5 and 2.6 hereof,

the affairs of the Condominium shall be governed by the Condominium Board. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act as, and shall be, the agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By- Laws.

Section 2.2. Status of the Condominium Board. Unless and until the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Condominium Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3. Principal Office of the Condominium Board. The principal office of the Condominium Board shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

Section 2.4. Powers and Duties of the Condominium Board.

(A) The Condominium Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, including, without limitation, as the Condominium Board shall deem necessary or proper in connection therewith: (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel;

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership and operation of the Property as a condominium;

(iii) to maintain records with respect to the finances and the operation of the Condominium, including, without limitation: (a) detailed accounts of receipts and expenditures affecting the Property; (b) other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws; and (c) minutes and other records of all meetings held pursuant to the terms of these By-Laws;

(iv) to prepare and adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common

Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same;

(v) To determine the amount and establish the means and methods of payment of, and to collect, the Common Charges and Special Assessments from the Unit Owners;

(vi) to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) the affirmative consent of all of the members of the Condominium Board shall be required for the borrowing of any sum in excess of $25,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) the affirmative consent of all of all Unit Owners shall be required for the borrowing of any sum in excess of $500,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (c) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (d) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (vi) shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit;

(vii) To open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor;

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

(ix) To obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 hereof;

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws;

(xii) [INTENTIONALLY OMITTED]

(xiii) To accept the surrender of any Unit pursuant to the terms of paragraph (C) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiv) to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xvi) to sell, lease, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to the vote appurtenant to any such Unit;

(xvii) To adopt and amend the Rules and Regulations and to levy and collect fines against Unit Owners for violations of the same;

(xviii) To enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners;

(xix) to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and by-laws;

(xx) to organize corporations to act as the designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium;

(xxi) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate;

(xxii) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and

restate all amendments, modifications, additions and deletions theretofore made to the same;

(xxiii) to execute, acknowledge and deliver any documents necessary for filing an appeal for reduction of assessment of real estate taxes on behalf of all units in the Condominium, unless written notice is received by the Condominium Board from any Unit Owner not to so on behalf of his or her condominium unit;

(xiv) unless and until real estate taxes, water charges and sewer rents are billed directly to the Unit Owners by the New York City Department of Finance and/or the Department of Environmental Protection, the Condominium Board shall promptly pay such taxes, charges and rents as a common expense; and

(xxv) To carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Section 2.5. INTENTIONALLY OMITTED.

Section 2.6. Exercise and Delegation of Powers and Duties.

(A) Any act within the power of the Condominium Board to perform, and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Condominium Board.

(B) The Condominium Board may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise, all of the powers of the Condominium Board, subject to both the exceptions and limitations contained in paragraph (D) of this Section 2.6 and such additional exceptions and limitations as the Condominium Board may from time to time deem appropriate, during the intervals between the meetings of the Condominium Board. In addition, the Condominium Board may from time to time appoint, by duly adopted resolutions, such other committees as the Condominium Board may deem appropriate to perform such duties and services as the Condominium Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section 2.6.

(C) The Condominium Board may employ a Managing Agent to serve at a compensation to be established by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations contained in paragraph (D) of this Section 2.6, the Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section 2.6, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the Condominium Board shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (vii), (x), (xiii), (xiv), (xv), (xvi), (xvii), (xix), (xx) and (xxi) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in Subsection (B) of this Section 2.6 shall have, or be entitled to exercise, any of the powers of the Condominium Board, except to the extent permitted by Law.

Section 2.7. Number, Election and Qualification of Members

Initial Board: Until the first meeting of the Unit Owners following the First Closing of a Residential unit under the Plan is held the Condominium Board shall consist of three (3) members, all appointed and designated from time to time exclusively by Sponsor.

First Elected Board: At such first meeting of Unit Owners following the First Unit Closing under the plan and at all subsequent meetings of Unit Owners to elect the condominium Board, the Board shall be composed of five (5) Board Members. For so long as there is at least (1) Unsold Unit, the Condominium Board shall consist of a specified number of Independent Board Members and a specified number of Sponsor Board Members.

The Independent Board Members shall be elected exclusively by all Sold and Unsold Unit Owners, including Sponsor as Owner of any Unsold Units. The Sponsor Board Members shall be appointed and designated exclusively by Sponsor for so long as Sponsor owns at least one (1) Unsold Unit, or, after Sponsor no longer owns any Unsold Unit, the Owners or Owners of a majority in Common Interest of Unsold Units. The Independent Board Members shall represent the interest of the sold and Unsold Unit Owners on the Board. Both the Independent Board Member(s) and the Sponsor Board Member(s) shall make all decisions and conduct all transactions on behalf of the Board that affect the Common Elements, the Association's Properties, the Common Expenses or the Common Charges. The Sponsor board members shall represent the interests of the Unsold Unit Owners on the Board and shall make all decisions and conduct all transaction on behalf of the Board that affects only the Unsold Unit and do not affect the Common Elements, the Associations Properties, the Common Expenses or the Common Charges.

Sponsor Voting Control of Board: Sponsor shall have the exclusive right to designate and appoint a majority of the Condominium Board and thereby have "voting control" to the condominium Board for as long as the unsold units constitute 51% or more of the Common Interests of all units ("Sponsor Board Control Period"). At all elections held after the end of the Sponsor Board Period, Sponsor will no longer have the right to nominate candidates to serve as the Independent Board members (who will then constitute a majority of the Board Members) and thus Sponsor shall not thereafter exercise voting control of the Board. Sponsor, however, will continue to have the right, for as long as there is at least one (1) Unsold Unit, to vote for all Independent board Members and to exclusively designate and appoint at least one (1) Sponsor Board Member.

Voting Right of Commercial Unit Owner: The Sponsor, when owning the Commercial Unit as an Unsold Unit, or the Owner of the Commercial Unit, if sold, shall retain and hold the right to vote for all Independent Board Members and to exclusively appoint and designate one (1) Commercial Board Member. This right shall be separate from Sponsor's right to exclusively appoint and designate one (1) Board Member as long as Sponsor owns any other Unsold Units, if any.

Voting Right of Sponsor Owned Commercial Unit/Commercial Unit Owner: Sponsor, when owning the Commercial Unit as an Unsold Unit, or the Owner of the Commercial Unit, if said Commercial Unit is sold by Sponsor, shall retain and hold the right to vote for all Independent Board Members and to exclusively appoint and designate one (1) Board Member. This right shall be separate from Sponsor's right to exclusively appoint and designate one (1) Board Member as long as Sponsor owns any other Unsold Residential Units, if any.

Sponsor will cause the Condominium Board to call a special meeting of Unit Owners to be held within approximately thirty (30) calendar days after the expiration of the Sponsor Board Control Period. At such meeting, one (1) additional Independent Board Member (i.e., individuals who are unrelated to Sponsor and Sponsors principals) will be elected to replace one (1) of the Sponsor Board Members (who will resign effective at the date of such election). At such time the Independent Board Members will constitute a majority of all members.

Composition, Nomination and Voting Rules for Condominium Board:

(i) From and after the first meeting of Unit Owners following the First Closing of a Residential unit, the condominium board shall consist of three (3) Sponsor Board Members, one Commercial Unit Board Member and one (1) Independent board member.

(ii) From after the time that the Unsold Units no longer constitute 51% of the Common Interests of all the Units, and so long as there is at least one (1) Unsold Unit, the composition of the Condominium board shall consist of two (2) Sponsor Board Members, one Commercial Unit board member and two (2) Independent board members.

After all Unsold Units are sold and conveyed, the Condominium Board shall consist of one (1) commercial unit board member and four (4) Independent Board Members.

The following rules shall govern the nomination and voting for the election of the Independent Board Members by the Unsold Unit Owners (including Sponsor):

(A) at all elections held during only the Sponsor board Control Period, there is no restriction or limitation on the nomination and voting rights of Sponsor and other Unsold Unit Owners, who may both nominate and vote to elect any qualified candidates to serve as the Independent Board Member; and

(B) at al elections held after the end of the Sponsor Board control Period, Sponsor and other Owners (if any) of Unsold units shall have the following right to vote (without restriction or limitation) for any and all candidates nominated to serve as Independent Board Members; but

they may NOT nominate any candidates to serve as Independent Board Members.

The foregoing restriction limiting Sponsor's nomination rights after the end of the Sponsor Board Control Period applies only to nominating candidates to serve as Independent Board Members and does not apply to the Sponsor Board member to be appointed and designated exclusively by Sponsor aforesaid.

Sponsor Veto Control Period Restrictions: Notwithstanding anything to the contrary contained in these By-Laws, during only the Sponsor Veto Control Period (i.e., as long as the Unsold Units constitute 51% or more of the Common Interests of all Units), the Condominium Board and Unit Owners shall and must obtain Sponsor's prior written Discretionary Approval or Consent to do any of the following:

(a) To raise Common Charges or levy a special Assessment for any of the following purposes:

(i) To make an Alteration to the Common Elements or the Association's Properties (the latter includes any Unit owner, leased licensed or otherwise held or operated by the condominium Board, or its nominee or designee);

(ii) to create a fund for reserves for non-capital Repairs, Alterations, unanticipated expenses and/or contingencies (i.e., a Reserve for Contingencies), which in the aggregate exceed five percent (5%) of the projected annual General Common Expenses or five percent (5%) of the projected annual Residential Common Expenses (as applicable) for any Budget Year of the Condominium Operation or increase, decrease, or eliminate the minimum ten percent (10%) Reserve for Capital Replacement to be included in each Budget in accordance with the Declaration.

(iii) To increase, decrease, eliminate or otherwise change the number, types, and calcification or working hours of the Buildings' service staff as set forth in the First Year's Budget.

(iv) to increase, decrease or eliminate building services by (for example) entering into contracts for new or additional services or maintenance work not included in said First Year's Budget, or failing to provide any service or maintenance contract set forth in such first Year's Budget, or otherwise; or

(v) to increase, decease, eliminate or otherwise change the amounted or types of insurance coverage from those set forth in said First Year's Budget, or

(b) To borrow money on behalf of the Condominium.

Limit on Sponsor Veto Control Period Restrictions: Sponsor has the right to condition, delay, withhold or deny its approval or consent to any of the items in the preceding subsection without cause or explanation, and without liability for any Claims or Cost and Expenses or other recourse against Sponsor for conditioning delaying, withholding or denying its consent.

Nevertheless, Sponsor will give its approval or consent if the Costs and Expenses (as determined by Sponsor, in its sole and absolute judgment) of the proposed action requiring Sponsor's approval or consent, when added to all other budgeted Residential Common Expenses or General Common Expenses (as applicable), will not increase the Residential Common Charges or General Common Charges (as applicable), inclusive of any Special Assessments of the Condominium Board, for the Budget year of the Condominium at issue, by more than 5% above the residential Common Charges or General common Charges (as applicable) for the immediately preceding Budget Year of the condominium. In addition, Sponsor may not exercise veto control over expenses included in the first Year's Budget or over expenses required: (a) to comply with applicable Laws; (b) to remedy a governmental notice or violation or (c) to remedy a work order of an insurer of the Building, (d) or any matter concerning the health and safety of the occupants of the building.

Veto Control of Sponsor and Unsold Unit Owners: Sponsor's veto control, as set forth herein, may be exercised during only the Sponsor Veto Control Period and solely by Sponsor while Sponsor owns any Unsold Unit. If Sponsor no longer owns and Unsold Unit, each successor Unsold Unit Owner will have the same right of veto control as Sponsor during only the Sponsor Veto Control Period. In the event of two (2) or more unsold Unit Owners, the required discretionary Consent of only those Owners of Unsold Units constituting a majority of the Common Interests of all Unsold Units will suffice. Nothing contained herein will extend the Sponsor Veto Control Period.

Section 2.8. Term of Office of Members. The term of office of each member of the Condominium Board shall continue for one (1) year. Notwithstanding anything to the contrary, however, each Condominium Board shall serve until a successor Board is elected and qualified.

There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Condominium Board may serve. In addition, special meetings of Unit Owners may be held from time to time, pursuant to the By-Laws, whenever necessary for the affairs of the Condominium.

Section 2.9. Resignation of Members. Any member of the Condominium Board may resign his or her membership at any time by giving written notice thereof to the Condominium Board.

After the initial period of Sponsor control, a majority of the board of managers need not be owner-occupants or members of an owner- occupant's household who are unrelated to the Sponsor and its principals.

Section 2.10. Vacancies. Any vacancy on the Condominium Board shall be filled by calling a regular or special meeting to elect a new Board Member pursuant to Section 2.7 of these By-laws.

Section 2.11. Sponsor's Right to Make Changes to Unsold Units and the Common Elements.

The Sponsor reserves the right to make changes in size, layout and number of unsold units, and the common areas without the approval of the Board of Managers provided that all changes comply with the building code and all applicable laws and regulations. The Sponsor will file an amendment to the offering plan disclosing any such changes and any material changes must be with the consent of any affected purchasers. Unless an affected purchaser consents, no material change will be made in unit size, layout or percentage of common interest if a purchase agreement has been executed and delivered to the Sponsor and the purchaser is not in default. Specifically the Sponsor retains the right to annex part of the hallway as part of one or more of the first floor units. The result of said change would be a smaller hallway, with larger units and said change may affect the percent common interest of the non-enlarged units, by reducing the units Percent Common Interest, and increasing the Percent Common Interest of the enlarged units. In addition of any area of the building affects only two units, the two unit owners may agree between each other how to allocate said area between them without the permission of the Board of Managers. See Section "Changes in Prices and Units" for further details.

Section 2.12. Regular Meetings of the Condominium Board. Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof, provided that at least one (1) such meeting shall be held during each fiscal year.

Section 2.13. Special Meetings of the Condominium Board. Any member of the Condominium Board may call a special meeting of the Condominium Board whenever he or she deems the same to be necessary or desirable.

Section 2.14. Waiver of Notice of Meetings. Any member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Condominium Board at any meeting thereof shall constitute a waiver by him or her of notice of the time and place thereof.

Section 2.15. Quorum of the Condominium Board. For purposes of all meetings of the Condominium Board, the attendance of a majority of all Board Members thereof shall be required for the transaction of business. In connection therewith, one or more members of the Condominium Board may participate in any meeting thereof by means of telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes.

Section 2.16. Conduct of Meetings. The minutes of the meetings of the Condominium Board shall be faithfully recorded, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of meetings of the Condominium Board unless the same shall be in conflict with the terms of the Declaration, these By-Laws or the Condominium Act.

Section 2.17. Decision by the Condominium Board. Except as otherwise expressly

provided in the Declaration or these By-Laws, the affirmative vote of a majority of the members of the Condominium Board shall constitute the decision of the Condominium Board. Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Condominium in the minutes of the Condominium Board. In the event of a deadlock in voting between the two units or in the Condominium Board, such deadlock shall be submitted to an arbitration board in accordance with Article 10, "Arbitration", below.

Section 2.18. Compensation of Members. No member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.19. Common or Interested Members of the Condominium Board. Each member of the Condominium Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by law, no contract or other transaction between the Condominium Board and either (I) any of its members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the members of the Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such member was counted for such purpose, provided, however, that either:

(x) the fact thereof is disclosed to, or known by, the Condominium Board or noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by vote of the Condominium Board;

(y) the fact thereof is disclosed to, or known by the Unit Owners, and the Unit Owners authorize, approve, or ratify such contract or transaction; or

(z) the contract or transaction is commercially reasonable to the Condominium Board at the time that the same is authorized, approved, ratified, executed, or otherwise consummated.

Any such member of the Condominium Board may be counted in determining the requisite attendance of any meeting of the Condominium Board that authorizes, approves, or ratifies any such contract or transaction.

Section 2.20. Liability of the Condominium Board.

(A) The members of the Condominium Board shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member of the Condominium Board shall be liable thereto for his or her own bad faith or willful misconduct.

(B) Every contract made, and other document executed, by or on behalf of the

Condominium Board, any committee thereof, or the Managing Agent shall expressly state (if obtainable and in addition to the limitation of liability of the officers of the Condominium and the Unit Owners pursuant to the terms of Sections 3.10 and 4.12 hereof, respectively) that the same is made or executed by or on behalf of the Condominium Board, such committee, or the Managing Agent solely as agent for the Unit Owners and that the members of the Condominium Board or such committee or the Managing Agent shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(C) Neither the Condominium Board nor any member thereof shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense; or

(ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of the Common Elements; or © arising out of theft or otherwise.

(D) The Unit Owners shall jointly and severally indemnify and hold each member of the Condominium Board harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact that such individual is or was, a member of the Condominium Board, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such member.

ARTICLE 3 OFFICERS

Section 3.1. General. The principal officers of the Condominium shall be the President, the Secretary and the Treasurer. The Condominium Board may appoint a Vice President, an Assistant Treasurer, an Assistant Secretary and such other officers as in its discretion may be necessary or desirable. Where necessary, one individual may act as or hold the office of more than one office. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by the officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2. President. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL", including, but not limited to, the power to appoint the members of all committees created by the Condominium Board from amongst the Unit Owners from time to time as he or she may decide, in his or her discretion, are appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the

President and the Vice President are unable to act, the Condominium Board shall appoint some other member of the Condominium Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him or her from time to time by the Condominium Board or by the President.

Section 3.4. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5. Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board or in the name of the Managing Agent in such depositories as may from time to time be designated by the Condominium Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6. Election, Term of Office and Qualifications of Officers. Each of the officers of the Condominium Board shall be elected annually by a majority vote of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. At least a majority of the officers shall be elected from amongst the members of the Condominium Board who are Unit Owners. The other officers of the Condominium, however, need not be Unit Owners or members of the Condominium Board and need not have any interest in the Condominium.

Section 3.7. Removal and Resignation of Officers. Any officer of the Condominium may be removed from office with or without cause, by an affirmative vote of a majority of the members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the Condominium Board. Finally, if the President or the Vice President of the Condominium shall cease to be a member of the Condominium Board during his or her term of office, such officer shall be deemed to have resigned his or her office effective upon the date upon which his or her membership shall cease.

Section 3.8. Vacancies. Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.9. Compensation of Officers. No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.10. Liability of the Officers of the Condominium.

(A) The officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each officer of the Condominium shall be

liable thereto for his or her own bad faith or willful misconduct. In addition, every contract made, and other document executed, by one or more officers or other Persons on behalf of the Condominium shall expressly state (if obtainable and in addition to the limitation of liability of the members of the Condominium Board and the Unit Owners pursuant to the terms of Sections 2.20 and 4.12 hereof, respectively) that the same is made or executed by such officers or Persons on behalf of the Condominium solely as agent for the Unit Owners and that such officers or Persons shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(B) None of the officers of the Condominium shall be liable for either:

(i) Any failure or interruption of any utility or other services to be obtained by any such officer on behalf of the Condominium or to be paid for as a Common Expense; or

(ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(C) The Unit Owners shall jointly and severally indemnify and hold each officer of the Condominium harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact that such individual is or was, an officer of the Condominium, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such officer.

ARTICLE 4 UNIT OWNERS

Section 4.1. Annual Meetings of the Unit Owners. The first annual meeting of the Unit Owners shall be held approximately four (4) months after the First Closing, as provided both in this Article 4 and in Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held within sixty (60) days of the anniversary date of the first meeting. At each such subsequent meeting, the Unit Owners shall transact such business as may properly come before such meeting. In the event that any annual meeting of members is delayed, the existing Condominium Board shall continue to serve.

Section 4.2. Special Meetings of Unit Owners. The Condominium Board shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt of a petition calling for such a meeting signed by a Unit Owner. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place as may be designated by the Condominium Board.

Section 4.4. Notice of Meetings. The Condominium Board shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail, telephone or telegram not later than five (5) business days prior to the day fixed for the meeting; however, the mailing of such notice to any Unit Owner, addressed to his or her address at the Property, at least ten (10) days prior to the day fixed for the meeting shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Condominium Board not less than ten (10) days prior to the giving of notice of the applicable meeting.

Section 4.5. Quorum of the Unit Owners. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of a majority of all Unit Owners shall be required at all meetings of the Unit Owners.

Section 4.6 Conduct of Meetings. The minutes of all meetings of the Unit Owners shall be faithfully recorded, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat.

Section 4.7. Order of Business. The order of business at all annual meetings of the Unit Owners shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting;
(c) Reading of the minutes of the preceding meeting (unless waived);
(d) Reports of officers of the Condominium;
(e) Reports of committees;
(f) Reports of inspectors of election (when so required);
(g) Election or designation of members of the Condominium Board (if there is a vacancy);
(h) Unfinished business; and
(i) New business.

Section 4.8. Voting at Meetings of Unit Owners.

(A) Subject to the terms of Sections 2.7 and 4.9 hereof, at meetings of Unit Owners, each Unit Owner (including the Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one (1) vote for each unit owned.

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In addition, neither the Condominium Board nor any designee thereof shall be entitled to the vote appurtenant to any Unit owned by the Condominium Board or such designee. The vote of all Units whose owners are precluded from voting pursuant to the terms of

this paragraph (B) will be excluded when computing the results of voting.

(C) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two (2) or more Persons own a Unit, they shall designate one Person amongst them the vote appurtenant to their Unit in a writing given to the Condominium Board, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually exercise the vote appurtenant to such unit under one ballot without division, and the concurrence of all Persons shall be conclusively presumed if any one of them purports to exercise such vote without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote appurtenant to such Unit shall be counted solely for the purpose of determining whether the required attendance is present for such voting.

(D) The owner(s) of any Unit may designate any Person to act as a proxy on his or her behalf. The designation of any such proxy shall be made in a writing both signed and dated by the designor and delivered to the Condominium Board at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Condominium Board; however, no revocation of such a designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Condominium Board.

Section 4.9. Election of Members of the Condominium Board. After the two-year period of initial control by Sponsor, each Unit Owner shall be entitled to designate one member of the Condominium Board, who shall represent him. See Section 2.7 above.

Section 4.10. Action without a Meeting. Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if the number of Unit Owners sufficient to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this Section 4.10 shall be retained in the records of the Condominium together with a true copy of the resolution to which they relate.

Section 4.11. Title to Units. Title to any Unit may be taken by any Person or by any two (2) or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners in severalty.

Section 4.12. Contractual Liability of Unit Owners. Every contract made by the Condominium Board, by any officer of the Condominium, or by any superintendent or Managing Agent of the Building shall state (if obtainable and in addition to the limitation of liability of the members of the Condominium Board and the officers of the Condominium pursuant to the terms of Section 2.20 and 3.10 hereof, respectively), that the liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) such Unit Owner's interest in his or her Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5 OPERATION OF THE PROPERTY

Section 5.1. Maintenance.

(A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, and replacements, whether structural or non-structural, ordinary or extraordinary, (i) in or to any Unit and all portions thereof (including, but not limited to, the interior walls, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors (entrance and terrace or patio, if any) and their frames and saddles, exposed plumbing, gas and heating fixtures shall be performed by the owner of such Unit at such Unit Owner's cost and expense; and (ii) in or to the Common Elements shall be performed by the Condominium Board as a Common Expense.

However, if any work is necessitated by any condition or occurrence in the individual unit such Unit Owner shall be liable for such costs which are not paid by the insurance carrier. Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect which the Condominium Board is responsible pursuant to the terms thereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, however, the exterior glass surfaces of all windows of each Unit are to be washed and cleaned by the owner of such Unit at such Unit Owner's sole cost and expense. In addition, if any painting, decorating, maintenance, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium Board as a Common Expense, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace his or her Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition and order (and free of snow, ice and accumulation of water with respect to any terrace, patio, roof, or other part of the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it,

and (ii) each Unit Owner, with respect to the interior and exterior surfaces of terraces, patios, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her Unit.

Section 5.2. Alterations, Additions, or Improvements in and to Units.

(A) Each Unit Owner shall have the right to:

(i) make alterations, additions, or improvements in the interior of his unit;
(ii) make alterations, additions, or improvements in the interior of any part of the property allocated to his unit; or

(iii) change the layout of his unit;

provided, however, that, with respect to any such alteration, addition, improvement or change in, to, of or upon a Unit:

(1) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto;

(2) the Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; and

(3) such alteration, addition, improvement or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property.

In the event that any unit is subdivided, the subdivided units shall jointly exercise and share the vote allocated to the original unit.

Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option, require the Unit Owner to procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and hours during which any such work may be done.

(B) All alterations, additions, and improvements by Unit Owners shall be made in compliance with laws. In connection therewith, the Condominium Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit, provided that, with respect to all such work of a structural nature (but other than that of the nature described in paragraph (B) hereof), the same was approved by the Condominium Board pursuant to the terms of paragraph

(A) hereof.

(C) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s)) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor, materialman, architect, or engineer on account of any alterations, improvements, additions, or repairs made or asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s) shall agree (in a writing executed and delivered to the Condominium Board, if the Condominium Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the members of the Condominium Board, the officers of the Condominium, and the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

(D) Sponsor and any Commercial or Community Facility unit Owner, shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, or other Unit Owners, to:

(a) make alterations, additions, improvements, or repairs in or to any Unsold Residential Unit or Units or to the Commercial Unit, the Parking Unit or to the Community Facility Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and

(b) subdivide, combine and change the boundary walls of its Unit(s), provided the same does not materially interfere or affect any other Unit,

(c) Subdivide the percent common interest of any Unit. In the event that any Unit is subdivided subject to the terms and conditions of any offering plan approved by the New York State Department of Law, in connection with a subdivision of the Residential Unit, the Individual Units shall severally exercise and share the vote and the percentage of common interest allocated to each Individual Unit.

Section 5.3. Alterations, Additions, or Improvements to the Common Elements. Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a Common Expense. Notwithstanding the foregoing, however, whenever the cost and expense of any such alterations, additions, or improvements would, in the judgment of the Condominium Board, exceed $5,000.00 in the aggregate in any calendar year, such proposed alterations, additions, or improvements shall not be made unless first approved by all of the Unit Owners at a duly constituted meeting of the Unit Owners and by the Mortgage Representatives, if any. Except as otherwise provided in the Declaration and in these By-Laws, all such alterations, additions, or improvements costing $5,000.00 or less in the aggregate in any calendar year may be made as aforesaid without the approval of either the Unit Owners or any Mortgage Representatives.

Section 5.4. Insurance.

(A) If the same shall be obtainable, the Condominium Board shall obtain, and shall maintain in full force and effect, fire insurance policies with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the Building (including walls separating Units from Common elements, and from each other), and covering the interests of the Condominium board and all Unit Owners and their mortgagees, as their respective interest may appear insuring 100% of the full replacement cost of value of the Portions of the Property required to be insured against loss or damage pursuant to this clause, (exclusive of foundations and footings) and all service machinery contained therein. Said policy shall not be include the bathroom and kitchen fixtures installed therein on the date of recording the Declaration, appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by Unit Owners or the tenants of Unit Owners, finishes of walls floors, or ceilings, of any unit not owned by the Sponsor or the Board,). The policy shall bed covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear. Each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance or other insurance, (c) invalidity arising out of any acts of the insured, and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to either the Condominium Board or the Insurance Trustee, as provided in Section 5.5 hereof;

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Condominium Board and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either cancelled or substantially modified except upon at least ten days' prior written notice to all of the insureds, including all Permitted Mortgagees.

(v) Duplicate originals or certificates of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be sent to all Unit Owners and Permitted Mortgagees at least ten days prior to the expiration of the then current policies.

(B) The Condominium Board shall also obtain and maintain, to the extent practicable:

(i) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insureds (a) the Condominium Board and each member thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his

or her own Unit);

(ii) rent insurance (if applicable);

(iii) workmen's compensation and New York State disability benefits insurance;

(iv) boiler and machinery insurance; and

(v) such other insurance as the Condominium Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to not less than eighty percent of the full replacement cost of the Building, exclusive of excavation and foundations, without deduction for depreciation, as approved by a fire insurance company, a qualified insurance broker, or another qualified source;

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than $500,000.00 in the aggregate until the first regular meeting of the first Condominium Board elected by the Unit Owners; and

(iii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (ii) of paragraph (B) hereof, the coverage shall be in an amount equal to the aggregate of all of the Unit Owners' Common Charges for one year.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trustee appointed by the Condominium Board pursuant to the terms of these By-Laws, shall be borne by the Condominium Board as a Common Expense.

(E) Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such, additional insurance carried by any

Unit Owner.

Section 5.5. Casualty or Condemnation.

(A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable to the Condominium Board. In either instance, all such monies actually received (hereinafter referred to as the "Trust Funds") shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, or any portion thereof, is taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration (hereinafter referred to as the "Work" of: (i) in the event of a Casualty Loss, the portion(s) of the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the Common Elements affected by such Taking. If, pursuant to the immediately preceding sentence, work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the work shall be performed, to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. In addition, each Unit Owner whose Unit, or any portion thereof, shall be the subject of all or part of any Work shall have the right, subject to the terms of Section 5.2 hereof, to supervise any redecorating of his or her Unit.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section 5.5, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, and all proceeds of such Special Assessment shall become part of the Trust Funds. However, if the insurance proceeds are not sufficient to discharge the cost and expense of performing any work attributable to any part of the building which is not a "Common Element", such cost and expense must be paid by the owner or owners of the Units or Limited Common Element which were damaged and no special assessment may be levied against the Unit Owners. If, conversely,

the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to the Unit Owner of the damaged unit, except that no payment shall be made to a Unit Owner until there has first been paid, out of said excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph (C) for any projected deficiency in the amount of the Trust Funds available to the Condominium Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remains unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, free of any claim of any lienor (including, without limitation, any Permitted Mortgagee).

In the event that the damages is caused to both a Unit and Common Elements, the Condominium Board shall retain the services of an insurance adjuster to determine the amount of damages caused separately by the Unit and Common Element and all the underpayments and overpayments shall be subject to provisions in paragraph (C).

(D) If either 75% or more of a Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of the Unit Owners of the Building shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and 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 the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

(E) [INTENTIONALLY OMITTED].

(F) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of paragraph (D) hereof, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit after such Taking bears to the total floor area of such Unit prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Condominium Board

and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

(G) As used in this Section 5.5, the terms:

"prompt repair or restoration" shall mean that the Work is to be commenced not more than sixty (60) days after the date on which the Condominium Board has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

"promptly resolve" shall mean that a resolution shall be duly made not more than sixty days after the date on which the Condominium Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharged the estimated cost and expense of the Work, as the case may be.

(H) Any dispute that may arise under this Section 5.5 between Unit Owners or between any Unit Owner(s) and the Condominium Board shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

Section 5.6. Use of the Property.

(A) No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive, or unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit Owners or the Condominium Board, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

Section 5.7. Use of the Units.

(A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section 5.7. Each Unit may be used in accordance with the

use permitted by local law and zoning regulations and the Certificate of Occupancy. Any Unit may be partially used as a professional office by the owner of such unit only.

(B) A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners and employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by the Family Members and guests of any of the foregoing (and nothing herein contained shall be deemed to prohibit the exclusive occupancy of any Unit by such Family members or guests). Notwithstanding the foregoing, the Condominium Board may, in its sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this paragraph (B)) may be accommodated therein. This paragraph in its entirety is not applicable to the a Commercial or Community Facility Unit Owner.

(C) The Commercial Units may be used for any lawful commercial use including but not limited to retail, commercial or professional offices.

(D) The Community Facility Unit may be used for any lawful or legal purpose as defined in the New York City Zoning Code.

(E) Any non -Residential Unit shall not be restricted in any way whatsoever, and may be used in any way that be deemed fit, except that any use must be in accordance with a certificate of occupancy for the building.

Section 5.8. Use of the Common Elements. (A) Subject to the terms of paragraph (B) of this Section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. The lobbies, vestibules, public halls, stairways and shall be used only for normal passage through them. Accordingly, all Unit Owners shall require their tradesmen to utilize exclusively the entrance designated by the Condominium Board for transporting packages, merchandise, or other objects.

Use of the Limited Common Elements. The cost of maintenance, repair and replacement of Limited Common Elements shall be borne by the Unit Owner having the exclusive or shared use thereto if such Unit Owner or other person for whom s/he is legally responsible for has caused damage thereto. In the event that the damage caused to a limited common element was not brought about by the Unit Owner having exclusive or shared right thereto or such other person for whom s/he is legally responsible for, than the Condominium Board shall be responsible for the cost of such maintenance, repair and replacement, if so necessary.

Section 5.9. Rights of Access. (A) Subject to the rights of existing tenants and other occupants of Unsold Units, each Unit Owner shall grant to the Condominium Board, to the

Managing Agent or manager (if any), to the superintendent and/or to any other Person authorized by any of the foregoing a right of access to his or her Unit for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in his or her Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the mechanical or electrical services, or other portions of the Common Elements located within his or her Unit or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to his or her Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than one day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) For purposes of paragraph (A), each Unit Owner shall grant to the Condominium Board a right of access to his or her Unit and the Condominium Board shall grant rights of access to the Common Elements, provided that access thereto shall not be exercised with respect to any Unit in such a manner as will unreasonably interfere with the use of such Unit for its permitted purposes.

(C) A right of access is hereby granted to the unit owners, their successors, heirs and assigns, for the purpose of gaining access to the following areas: common areas; mechanical areas of the building, including but not limited to the boiler room, storage room, meter room or any other facility to which each such unit owner has a right of use; or to any area of the property that such Unit Owner has a right to use as part of his Unit or as a Common Element. However, the right shall only be exercised in a reasonable manner.

Section 5.10. Modification of the Rules and Regulations. The Condominium Board shall have the right to amend, modify, add to or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by the vote of 66 2/3% of the Unit Owners. Copies of the text of any

amendments, modifications, additions, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than thirty days prior to the effective date thereof.

Section 5.11. Real Estate Taxes, Water Charges and Sewer Rents. Water for the Building shall be supplied by the City of New York. Unless and until real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the City Collector, the Condominium Board shall promptly pay such taxes, charges and rents as a Common Expense. However, the Condominium Board shall have the right, exercisable in its sole discretion to require the installation of submeters to determine the consumption of water by each Unit. In the event of a proposed sale of any Unit, the Condominium Board (for so long as the Condominium Board is still paying such real estate taxes, water charges and sewer rents) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such owner's Unit to the date of the closing of title to such Unit.

Section 5.12. INTENTIONALLY OMITTED.

Section 5.13. Gas and Electricity. Gas and electricity shall he supplied to each Unit through a separate meter for such Unit, and each (Unit Owner shall be required to pay all charges for gas and electricity consumed or used in his or her Unit directly to the utility company servicing the Building as and when billed therefor. However, the Condominium Board shall have the right, exercisable in its sole discretion, to require that gas and electricity be supplied to the Condominium through one or more common meters. In such an event, the cost thereof shall be borne by each Unit Owner based upon the consumption or usage of gas and electricity in his or her Unit, as determined by submetering, survey, or any other reasonable method prescribed by the Condominium Board and permitted by Law, and shall be payable either to the Condominium Board or to the utility company servicing the Building, as directed by the Condominium Board.

Section 5.14. Utilities Serving the Common Elements. The cost and expense of water, steam, electricity and gas serving or benefitting any Common Element shall be (i) considered part of the expense of maintaining such Common Elements, (ii) determined by the Board and (iii) charged to the Unit Owners as a Common Expense.

Section 5.15. Vault Charges. All license fees, and all periodic taxes and charges, for vaults or other protrusions beyond the building line shall be paid by the Condominium Board as a Common Expense.

Section 5.16. [INTENTIONALLY OMITTED.]

Section 5.17. Records and Audits.

(A) The Condominium Board, or the Managing Agent, shall keep full, detailed and accurate records with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and

Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

(B) Within (4) four months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared by an independent accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a Common Expense.

ARTICLE 6 COMMON CHARGES

Section 6.1. Determination of Common Expenses and Fixing of Common Charges.

(A) From time to time, but not less frequently than once a year, the Condominium Board shall: (i) prepare and adopt and budget for the Condominium, subject, in all respects, to the strictures set forth in Section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in these By-Laws). The Condominium Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them and, not later than ten days next preceding the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees. The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

Generally, Common Charges are projected based on estimated usage and benefit derived from the units and allocated to Units based on Percent Common Interest. As this condominium contains, multiple use groups, namely, (i) Residential Units and (ii) Commercial Unit, and a community Facility Unit, the Common Charges were allocated to each group based on anticipated usage for that group in relation to the entire condominium and thereafter allocated to the Units based upon the percent common interest of a particular unit in relation to the specific use group within which it falls under. Accordingly, if in the future, the Board assesses additional expenses, other than the expenses set forth in the initial Budget of the condominium, each use group shall only bear the proportionate share of such expense(s) in accordance with the use and benefit they derive from such expense and their percent common interest in relation to their group or in relation to the groups benefitting from such expense. From time to time the Board has the right to reallocate any group's usage based upon their assessment of such group's usage of any particular common expense or amenity in relation to the Condominium in its entirety. Additionally, a monthly fee of Seventy Five ($75) dollars will be attributed to each of the

Parking Units, as indicated in the Parking Unit License Agreement. Said fee is subject to periodic increases by the Condominium Board as deemed appropriate.

(B) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Condominium Board shall have the right, subject, in all respects, to the strictures contained in Section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments shall be levied against all Unit Owners in proportion to their respective Common Interests and may be payable either in one lump sum or in installments, as the Condominium Board shall determine, provided, however that the Condominium Board shall give each Unit Owner not less than fifteen (15) days' notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Condominium Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Section 6.4 hereof).

(D) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners, and shall be collected on behalf of the Unit Owners by the Condominium Board and applied against the Common Expenses for the year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Condominium Board against the Common Expenses for the next succeeding year(s) of operation, and no Unit Owner shall be entitled to a distribution of any portion of such excess unless the Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, however, in no event shall any rent, profit, or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings, or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

Section 6.2. Payment of Common Charges.

(A) All Unit Owners shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine.

Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit.

(B) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against his or her Unit subsequent to a sale, transfer, or other conveyance by him or her of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his or her acquisition thereof, except that, to the extent permitted by Law, a Permitted First Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted First Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted First Mortgage and prior to the acquisition of title to such Unit by the Permitted First Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted First Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure. Any unpaid Common Charges and Special Assessments that are not collected from such defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time that the same is levied.

(C) Subject to the terms and conditions contained in these By-¬Laws, any Unit Owner may convey his or her Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted First Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit.

(D) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his or her Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (C) hereof. Except as expressly provided to the contrary in paragraph (E) of Section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit Owner's Unit) pursuant to the terms of Sections 5.1, 5.2 or 5.3 hereof; or (iii) any action taken by the Condominium

Board to comply with Law.

Section 6.3. Statement of Common Charges. The Condominium Board shall promptly provide a written statement of all unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 6.4. Default In Payment of Common Charges.

(A) In the event that any party defaults in performing any act or making any payment which is that party's responsibility hereunder and said default is not cured within fifteen (15) days of written notice of said default, then the Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board that remains unpaid for more than thirty days after the due date for the payment thereof. In connection therewith, the Condominium Board shall at its discretion or upon instruction by sponsor if sponsor is in control of the board, have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 399-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 399-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectable by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges. In accordance with Section 339-aa of the Real Property Law, the Sponsor while in control of the Board of Managers will cause the Board of Managers to file a lien on units in which the Sponsor is more than thirty(3) days in arrears of common charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay a penalty charge equal to 10% of the outstanding charge, together with all costs and expenses paid or incurred by the Condominium Board, the Managing Agent, or the manager (if any) in connection with collecting such aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs. In addition, if the Condominium Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner shall be required to pay a reasonable rental for the use of his or her Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such interest, costs and expenses and rentals shall be added to and shall constitute Common Charges payable by such Unit Owner.

(C) In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred In connection therewith) shall be insufficient to satisfy the

defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure sale shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

Section 6.5. Failure by Non-Occupying Owner to Make Payments on its Unit

Section 339-kk of the Real Property Law of the State of New York (the "Condominium Act") applies to all condominium plans in existence after July 22, 1998. It is intended to provide financial protection for a condominium association if a non-occupying owner fails to make monthly payments for its units. The terms of Section 339-kk are as follows:

> For purposes of this section, "non-occupying owner" means a condominium unit owner who does not occupy the dwelling unit.
>
> 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 60 days of the expiration of any grace period after they are due, the Condominium Board shall provide written notice to the tenant and the non-occupying owner that rental payments from the tenant shall be paid directly to the Condominium Board.
>
> Such notice shall provide that commencing immediately and until such time as all such payments are made current, all rental payments due subsequent to the issuance of such notice are to be made to the Condominium Association at the address listed on the notice. However, where a majority of the Board of Managers has been elected by Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Condominium Board.
>
> When such payments from the non-occupying owner are once again current, written notice of this fact shall be given within 3 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 Board's claim to rental payments pursuant to Section 339-kk shall be entitled to present facts supporting such position at the next scheduled meeting of the Board of Managers, which must be held within 30 days of the date that such Board receives notice that such owner seeks to dispute such claim.
>
> Nothing in Section 339-kk shall limit any rights of Unit Owners or of the Condominium Board existing under any other law or agreement.
>
> Payment by a rental tenant to the Condominium Board made in connection with Section 339-kk shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for

such rent.

Section 6.9 Maintenance and Repairs. The Unit Owners shall take possession of their Units and its appurtenances and fixtures in "as is" condition. Except as otherwise provided in the Declaration or these By- Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, (a) in or to any Unit, whether commercial or residential (excluding Common Elements included therein except as otherwise provided in these By-Laws and the entrance doors thereto) shall be made by the owner of such Unit at such Unit Owner's sole cost and expense; and (b) in or to the General Common Elements shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Residential Unit Owners and the Commercial Unit Owner as a General Common Expense.

ARTICLE 7 SELLING AND LEASING OF UNITS

Section 7.1. General. Subject to the terms of Section 7.5 hereof, no Unit Owner may sell or lease his or her Unit except in compliance with, the applicable provisions of this Article 7. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of the said Unit Owner as the owner or landlord, as the case may be. The said Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs.

Section 7.2. No Severance of Ownership. No Unit Owner shall execute any deed or other instrument conveying title to his or her Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.2, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests. However, in no event shall any party which has use of the driveway be allowed to lease his interest in the driveway to a non-occupant of the property.

Section 7.3. Payment of Common Charges. No Unit Owner shall be permitted to convey or lease his or her Unit unless he or she shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit.

Section 7.4. Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of his or her title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office, the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form set forth as Exhibit E to the Declaration.

Section 7.5. Transfers by Sale, Gifts and Devises, Etc. Any Unit Owner shall be free to sell, convey, gift or transfer his or her Unit, together with its Appurtenant Interests, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to all the provisions of this Declaration and By-Laws.

Section 7.6 Board of Managers' Right of First Refusal.

(A) Subject to the terms of Sections 7.5 and 7.9 hereof, any contract to sell a Unit together with its Appurtenant Interests and any lease of a Unit (hereinafter collectively referred to as a "Sale or lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTION 7.6 AND 7.7 OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED". Within fifteen (15) days after any such contract of sale or lease shall be fully executed, the Unit Owner executing the same (hereinafter referred to as the "Offeree Unit Owner") shall give fifteen (15) days written notice thereof to the Condominium Board by certified or registered mail, return receipt requested, which notice shall be accompanied by a fully executed, original counterpart of the contract of sale or the lease, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant (hereinafter referred to as the "Outside Offeror").

(B) The sending of the notice referred to in paragraph (A) of this Section 7.6 shall constitute an offer by the Offeree Unit Owner to sell his or her Unit, together with its Appurtenant Interests, or to lease his or her Unit, as the case may be, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, upon the same terms and conditions as are contained in such Sale or Lease Agreement, subject, however, to any variance therefrom provided in Section 7.7 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Condominium Board, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Condominium Board, the Offeree Unit Owner shall submit to the Condominium Board, in writing, such further information with respect to the Outside Offeror and the Sale or Lease Agreement as the Condominium Board may reasonably request.

(C) The Condominium Board may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail not later than fifteen business days after

receipt of written notice in the event of a proposed sale and ten business days in the event of a proposed lease after receipt of the notice referred to in paragraph (A) hereof together with such further information as may have been requested pursuant to the terms of paragraph (B) hereof, to purchase such Unit together with its Appurtenant Interests or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of all Unit Owners upon the same terms and conditions as were contained in the Sale or Lease Agreement and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of paragraph (B) hereof.

(D) Notwithstanding anything to the contrary contained herein, however, the Condominium Board shall not exercise any option to purchase any Unit without the unanimous prior approval of the Unit Owners who are not offering their units for sale ("Remaining Unit Owners"). Accordingly, if one (1) unit owner offers his unit for sale, the Condominium Board may not exercise the option to purchase the unit unless the Remaining Unit Owners unanimously agree to purchase the unit. In the event that one of the Remaining Unit Owners does not vote in favor of purchasing the unit, the Condominium Board will not be able to exercise its right to purchase, and the Offeree Unit Owner may proceed in accordance with Section 7.8, which provides for the event that the Board fails to accept said offer.

(E) The Remaining Unit Owners may reach an agreement between themselves under which the right of first refusal shall be exercised by one (1) of the Remaining Unit Owners (the "Purchasing Unit Owner"), who will then be responsible for closing on such Unit and will be required to fulfill all the terms and conditions set forth in Section 7.7, "Acceptance of Offer". In such event, such title may be closed in the name of the Purchasing Unit Owner and the parties may agree between themselves as to the terms and conditions of the voting power, operation and maintenance of the property, repairs, and improvements, so as to take into account the voting power of each of the Unit Owners.

(F) Notwithstanding anything in these By Laws to the contrary, the purchase of a Unit per the terms in the plan for a Unit occupied by an Eligible Senior Citizen or Eligible Disabled Person as those terms have been defined in the Plan, shall be bound by the representations in the Plan and the requirements of the New York General Business Law.

Section 7.7. Acceptance of Offer.

(A) In the event that an Optionee shall elect, within the time and in the manner provided in Section 7.6 hereof, to purchase a Unit together with its Appurtenant Interests, to lease such Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed, in either event in accordance with the terms of the Sale or Lease Agreement, at the office of the attorneys for the Condominium within forty five (45) days after the day upon which the Optionee shall give notice of its election to accept such offer.

(B) If such Unit and its Appurtenant Interests are to be purchased by the Condominium Board or its designee on behalf of all Unit Owners, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may

levy a Special Assessment against each Unit Owner (other than the Offeree Unit Owner) in accordance with the terms of paragraph (C) of Section 6.1 hereof and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Unit to be purchased together with its Appurtenant Interests. In addition, if the Outside Offeror was to assume or to take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Sale or Lease Agreement, the Condominium Board may purchase the Unit and assume or take title thereto subject to such mortgage or mortgages, as the case may be. At the closing of title, the Offeree Unit Owner shall convey the Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, on behalf of all Unit Owners, by deed in the form required by Section 399-o of the Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale notwithstanding any terms of the Sale or Lease Agreement to the contrary. Real estate taxes (including water charges and sewer rent, if separately assessed), mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Condominium Board or its designee as of the closing date, notwithstanding any terms of the Sale or Lease Agreement to the contrary. Thereafter, such Unit shall be held, so long as the same is owned by the Condominium Board or its designee, on behalf of all Unit Owners, as tenants-in-common, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit and the entire Property, as herein provided.

In the event the Unit is purchased by the Board of Managers or by a third party produced by the Board of Managers, the Board shall then be able to offer the Unit for resale or sublease. If offered for resale, the proceeds of said sale shall be used (i) to replenish the capital and/or expense accounts of the Condominium; (ii) pay back the Remaining Unit Owners who were levied a special assessment for the purchase of the Unit; or (iii) to pay down any existing mortgages encumbering the Unit including the Board's own lien for unpaid Common Charges. If the proceeds exceed the amounts used to purchase the Unit, the excess shall be deposited into the capital and/or expense accounts of the Condominium. Common charges and real estate taxes for the Unit owned by the Board will be paid for by income from sale or lease of the Unit.

In the resale of the Unit, the Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

(C) In the event that such Unit is to be leased by the Condominium Board or its designee on behalf of all Unit Owners, the Offeree Unit Owner shall execute and deliver to the Condominium Board or such designee a lease covering such Unit by and between the Offeree Unit Owner, as landlord, and the Condominium Board or such designee, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain all of the terms and conditions of the Sale or Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein. Notwithstanding anything to the contrary set forth hereinabove or in the Sale or Lease Agreement, however, such lease shall expressly provide that the Condominium

Board or such designee may enter into a sublease of the premises demised thereunder without consent of the landlord. In the event that such Unit is to be leased by the Condominium Board or its designee on behalf of all Unit owners, or if a remaining Unit Owner exercises the right to lease the apartment, such Unit Owner shall be responsible for any damages caused to the Unit by the occupant.

Section 7.8. Failure to Accept Offer.

(A) In the event that the Sponsor of the Offering Plan and the Condominium Board shall fail to accept an offer made pursuant to the terms of Section 7.6 hereof within the respective times set forth in paragraph (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale or Lease Agreement within sixty days after (i) notice of refusal is sent to the Offeree Unit Owner by the Condominium Board or (ii) the expiration of the period within which the Condominium Board or its designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale or Lease Agreement within such sixty-day period, then, should the Offeree Unit Owner thereafter elect to sell such Unit together with its Appurtenant Interests or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Sections 7.6, 7.7 and 7.8 hereof.

(B) Any deed of a Unit and its Appurtenant Interests to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

(C) Each lease of a Unit to an Outside Offeror shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., subject to such modifications as may be approved in writing by the Condominium Board. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease may not be amended, modified or extended without the prior written consent of the Condominium Board in each instance;

(ii) the tenant thereunder shall not assign his or her interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in each instance;

(iii) the Condominium Board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

Section 7.9. Termination of and Exceptions to, the Right of First Refusal.

(A) A certificate executed and acknowledged by the Sponsor and Condominium Board or

the Managing Agent, stating that the provisions of Section 7.6 hereof have been met by a unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Sponsor and Condominium Board and that, as a result thereof, the rights of the Sponsor and Condominium Board thereunder have terminated, shall be conclusive upon the Condominium Board and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Unit to which the same shall relate, together with its Appurtenant Interests, may be sold, conveyed, or leased free and clear of the terms and conditions contained in Section 7.6 hereof. The Condominium Board shall furnish or cause the Managing Agent to furnish, without charge, such certificate upon written request to any Unit Owner in respect to whom the provisions of Section 7.2 hereof have, in fact been terminated. In no event, however, shall the right of first refusal described in Section 7.6 hereof be deemed released or waived by the Condominium Board (as opposed to satisfied pursuant to the express terms of Sections 7.6, 7.7 and 7.8 hereof) in the absence of a certificate that has been duly executed, acknowledged and issued by the Condominium Board or the Managing Agent as aforesaid.

(B) The terms and conditions contained in Sections 7.6, 7.7 and 7.8 hereof shall not apply with respect to any sale, lease, or conveyance of a Unit, together with its Appurtenant Interests, by:

(i) the Unit Owner thereof to any of his or her adult Family Members (which is limited to his spouse, children, grandchildren, parents, grandparents, brothers and sisters) to any combination of the same, or to a trust for the benefit of any of them or, in the case of a Unit Owner that is not an individual, to any entity or individual that owns more than fifty percent of the legal and beneficial interest of such Unit Owner or to any entity with respect to which such Unit Owner (individual or otherwise) owns more than fifty percent of the legal and beneficial interest thereof;

(ii) the Condominium Board.

(iii) the Sponsor or its designee with respect to Unsold Units;

(iv) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or

(v) any Permitted Mortgagee or his or her nominee, who has acquired title to any Unit at any foreclosure sale of his or her Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, all of the terms and conditions of this Article 7.

ARTICLE 8 MORTGAGING OF UNITS

Section 8.1. General. Each Unit Owner shall have the right to mortgage his or her Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages his or her Unit, or the holder of such mortgage, shall supply the Condominium Board

with the name and address of his or her mortgagee and shall file a confirmed copy of the note and mortgage with the Condominium Board. Any Unit Owner who satisfies a mortgage covering his or her Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units".

Section 8.2. Restrictions on Mortgaging.

(A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate his or her Unit unless and until he or she shall have paid in full to the Condominium Board all unpaid Common Charges and special assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

(B) No Unit Owner shall execute any mortgage or other document mortgaging, pledging, or hypothecating title to his or her Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

(C) Any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions thereto as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association, or other institutional or non- institutional lender to make the mortgage loan or take an assignment thereof.

Section 8.3. Notice of Unpaid Common Charges and Default. Whenever requested in writing by a Permitted Mortgagee, the Condominium Board shall promptly report to such Permitted Mortgagee any default by his or her mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his or her Permitted Mortgagee, if so requested. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his or her mortgagor under the Condominium' Documents, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Condominium Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 8.4. Performance by Permitted Mortgagees. Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his or her Permitted Mortgagee, and the Condominium Board shall

accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5. Examination of Books. Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 8.6 Additional Rights of Mortgagee.

A. If the Declaration and the By-Laws of the Condominium are to be amended and such amendment would materially interfere with any right or interest of any mortgagee such amendment may only be filed upon approval of 51% of all mortgagees.

B. In addition to any other notices provided for in the Declaration and By-Laws, Notices will be sent to any mortgagee, by certified or registered mail return receipt requested, upon the happening of any of the following circumstances to either the building or to a mortgaged unit:

(1) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking") in accordance with section 5.5 of the By-Laws(iii) In addition to notice in the event of any happening in this subsection, when applicable no termination of condominium shall occur without 51% mortgagee approval.

(2) In the event that any party whose unit or interest is mortgaged to a mortgagee defaults in performing any act or making any payment which is that party's responsibility hereunder, including common charges and or special assessments, for a period of sixty (60) days after the obligation to pay, and said default is not cured within fifteen (15) days of written notice of said default.

(3) If any insurance policies insuring the Building and all service machinery contained therein covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear may not be either cancelled, or be allowed to lapse, or substantially modified except upon at least ten (10) days' prior written notice to all of the insureds, including all Permitted Mortgagees.

(4) If the Declaration and the By-Laws of the Condominium are to be amended and such amendment would materially interfere with any right or interest of any mortgagee.

C. Notwithstanding the foregoing provisions in the event a mortgagee fails to respond to written notice within sixty (60) days of said written notice, provided notice was delivered by certified or registered mail return receipt requested said silence shall be construed as an implied approval by an mortgagee.

ARTICLE 9 CERTAIN REMEDIES

Section 9.1. Self Help. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, including, without limitation, any breach of his or her obligation to paint, decorate, maintain, repair, or replace his or her Unit pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within five days after receipt of written notice of the same from the Condominium Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Condominium Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Condominium Board may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 9.2. Abatement and Enjoinment. In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, the Condominium Board shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 9.3. Remedies Cumulative. The remedies specifically granted to the Condominium Board in this Article 9 or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Condominium Board. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 9.4. Costs and Expenses. All sums of money expended, and all costs and expenses incurred, by the Condominium Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or paragraph (A) of Section 9.2 hereof or shall be immediately payable by such Unit Owner to the Condominium Board, which amount shall be paid within ten (10) days of receiving notice. In the event it is not paid within ten (10) days of receiving notice, a penalty charge equal to 10% of the outstanding charge shall be payable. All sums payable by a Unit Owner to the Condominium Board pursuant to the terms of this Section 9.3 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 10 ARBITRATION

Section 10.1. Procedure. Any matter or issue that may be resolved by arbitration pursuant to New York State law, or if there is a deadlock in any matter, must be submitted to

arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. No party may commence a proceeding in any other forum other than to enforce these arbitration provisions. The decision of the arbitrators so chosen shall be given within thirty (30) days after his or her selection or appointment. The decision shall be enforceable in a court of law of competent jurisdiction. In the event there is a deadlock in voting between the units, such deadlock shall be submitted to an arbitration board. The number of arbitrators shall be one. The place of arbitration shall be Brooklyn, New York and New York State law shall apply. The arbitration board is hereby given the power to cast a deciding vote in order to break any deadlock; and shall render an arbitration decision in accordance with the best interests of the Condominium. The determination of said arbitration shall be binding and legally enforceable by the parties and the Condominium Board shall follow the directions of the Arbitrators. The following language shall be signed to by the parties prior to the commencement of the arbitration proceedings (Note: capitalized terms shall have the meaning described to them in the Offering plans for the Domsey Condominiums [the "Plan"]):

> "We, the undersigned parties, hereby agree to submit to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules the following controversy: [Describe controversy, issue, or matter in which there is a deadlock in voting]. We have not reached an agreement as to the [determination of the controversy, issue or vote]. Therefore we are submitting the matter to the arbitration under these terms. We further agree that the above controversy be submitted to one arbitrator and that in so doing, we are giving up the right to bring suit in court including the right to a trial by jury, concerning the [determination of the controversy, issue or vote], except as provided by the rules of the arbitration forum in which the determination is sought. The place of the arbitration shall be Brooklyn, New York, and New York State law shall apply. We further agree that we will faithfully observe this agreement and the rules, that we will abide by and perform any decision and action rendered by the arbitrator, and that the decision shall be legally enforceable in any court having jurisdiction in this matter."

Section 10.2. 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 10.1 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 Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 10.3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of Sections 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction. Notwithstanding the foregoing, however, any arbitration held pursuant to the terms of the Condominium Documents with respect to a matter that arose prior to the first annual meeting of all Unit Owners held pursuant to the terms of Section 4.1 hereof shall be non-binding.

Section 10.4. Costs and Expenses.

(A) The fees, costs and expenses of the arbitrators shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the 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 11 NOTICES

Section 11.1. General. All notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

A. if to the Condominium Board, to the Condominium Board at its principal office as set forth in Section 1.5 hereof, with a photocopy sent to the Managing Agent (if any) at its principal office address as aforesaid;

B. if to a Unit Owner, to such Unit Owner at his or her address at the Property; and

C. if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 11.1 shall be deemed given when deposited in a United States Postal Service depository located in the State of New York enclosed in a sealed, postage prepaid wrapper, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United State Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 11.2. Waiver of Service of Notice. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, 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 12 AMENDMENTS TO BY-LAWS

Any provision of these By-Laws may be amended, modified, added to, or deleted by the affirmative vote of 66 2/3% of all Unit Owners either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all Unit Owners, which power-of-¬attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original,

executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.10 hereof, in which Secretary's Certification there shall be described the number and percentage of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

ARTICLE 13 FURTHER ASSURANCES

Section 13.1. General. Any Person that is subject to the terms of these By-laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for therein, and take such other action as such other Person may reasonable request in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2. Failure to Deliver or Act. If any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Condominium Board or its Managing Agent, is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

ARTICLE 14 MISCELLANEOUS

Section 14.1. Inspection of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 14.2. Waiver. No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 14.3. Conflicts. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control. All provisions of the Declaration and By-Laws are subject to any written agreement among the owners of the Units.

Section 14.4. Severability. If any provision of these By-Laws is invalid or

unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5. Gender. A reference in these By-Laws to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.6. Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

ADDENDUM TO THE BY-LAWS OF

THE 2107 BEDFORD AVENUE CONDOMINIUM

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used in any manner to impede the ingress and egress to the units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

3. Nothing shall be hung or shaken from any doors, window, or open terraces or patios, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

4. There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

5. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.

6. Nothing shall be done or be kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his or her Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

7. There shall be no barbecuing in the Units, or in the Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board. Porches, decks and backyards, if any, are designated for barbecuing.

8. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises (except for noises made by children under the age of ten (10) years) or odors to be produced upon or to emanate from his or her Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's

Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. The manner of dress of each unit owner, his family and guests and invitees shall be modest and inoffensive to the majority of the unit owners. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

9. INTENTIONALLY DELETED

10. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

11. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

12. Each Unit Owner shall keep his or her Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

13. The agents of the Condominium Board or the Managing Agent and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

14. The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry there is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

15. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as otherwise provided herein) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

16. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building.

17. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

18. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

19. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

DOCUMENT NUMBER 9

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§ 352-eeee OF THE GENERAL BUSINESS LAW

CONVERSIONS TO COOPERATIVE OR CONDOMINIUM OWNERSHIP IN THE CITY OF NEW YORK

NEW YORK

GENERAL BUSINESS LAW § 352-eeee

CONVERSIONS TO COOPERATIVE OR CONDOMINIUM OWNERSHIP IN THE CITY OF NEW YORK

1. As used in this section, the following words and terms shall have the following meanings:

(a) "Plan". Every offering statement or prospectus submitted to the department of law pursuant to section 352-e of this article for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership or other form of cooperative interest in realty, other than an offering statement or prospectus for such conversion pursuant to article 2, 8, or 11 of the private housing finance law.

(b) "Non-eviction plan". A plan which may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family intend to occupy the unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and discriminatory repurchase agreements or other discriminatory inducements.

(c) "Eviction plan". A plan which, pursuant to the provisions of this section, can result in the eviction of a non-purchasing tenant by reason of the tenant failing to purchase pursuant thereto, and which may not be declared effective until at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(d) "Purchaser under the plan". A person who owns the shares allocated to a dwelling unit or who owns such dwelling unit itself.

(e) "Non-purchasing tenant". A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(f) "Eligible senior citizens". Non-purchasing tenants who are 62 years of age or older on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has

accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.

(g) "Eligible disabled persons". Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

2. The attorney general shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one (1) of section 352-e of this chapter has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan unless:

(a) The plan provides that it will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issue of the letter of the attorney general stating that the offering statement or prospectus has been accepted for filing and, in the event of such abandonment, no new plan for the conversion of such building or group of buildings or development shall be submitted to the attorney general for at least twelve months after such abandonment.

(b) The plan provides either that it is an eviction plan or that it is a non-eviction plan.

(c) The plan provides, if it is a non-eviction plan, as follows:

(i) The plan may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto; and provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(iii) Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to the conversion of the building or group of buildings or development to cooperative or condominium ownership shall continue to be subject thereto.

(iv) The rentals of non-purchasing tenants who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing by the attorney general shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses.

(v) The plan may not be amended at any time to provide that it shall be an eviction plan.

(vi) The rights granted under the plan to purchasers under the plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section 352-e of this article has been filed, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after such date and at least once every thirty days until the plan is declared effective or is abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan,

(1) file with the attorney general a written statement, under oath, setting forth the percentage of the dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant as of the date of such statement and,

(2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(d) The plan provides, if it is an eviction plan, as follows:

(i) The plan may not be declared effective unless at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced against a non-purchasing tenant for failure to purchase or any other reason applicable to expiration of tenancy until the later to occur of

(1) the date which is the expiration date provided in such non-purchasing tenant's lease or rental agreement, and

(2) the date which is three years after the date on which the plan is declared effective. Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to conversion shall continue to be subject thereto during the period of occupancy provided in this paragraph. Thereafter, if a tenant has not purchased, he may be removed by the owner of the dwelling unit or the shares allocated to such dwelling unit.

(iii) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the attorney general of such person's eligibility. The attorney general shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section 352-e of this article has been accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth days after such date and at least once every thirty days until the plan is declared effective or abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan,

(1) file with the attorney general a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and

(2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(viii) If the plan is amended before it is declared effective to provide that it shall be a non-eviction plan, any person who has agreed to purchase under the plan prior to such amendment shall have a period of thirty days after receiving written notice of such amendment to revoke his agreement to purchase under the plan.

(ix) The tenants in occupancy on the date the attorney general accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days after the plan is accepted for filing by the attorney

general, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contract of sale together with a copy of said executed contract to said tenant.

(e) The attorney general finds that an excessive number of long-term vacancies did not exist on the date that the offering statement or prospectus was first submitted to the department of law. "Long-term vacancies" shall mean dwelling units not leased or occupied by bona fide tenants for more than five months prior to the date of such submission to the department of law. "Excessive" shall mean a vacancy rate in excess of the greater of

(i) ten percent and

(ii) a percentage that is double the normal average vacancy rate for the building or group of buildings or development for two years prior to the January preceding the date the offering statement or prospectus was first submitted to the department of law.

(f) The attorney general finds that, following the submission of the offering statement or prospectus to the department of law, each tenant in the building or group of buildings or development was provided with a written notice stating that such offering statement or prospectus has been submitted to the department of law for filing. Such notice shall be accompanied by a copy of the offering statement or prospectus and a statement that the statements submitted pursuant to subparagraph (vii) of paragraph (c) or subparagraph (vii) of paragraph (d) of this subdivision, whichever is applicable, will be available for inspection and copying at the office of the department of law where the submission was made and at the office of the offeror or a selling agent of the offeror. Such notice shall also be accompanied by a statement that tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the plan to the department of law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the state of New York. Such notice shall be sent to each tenant in occupancy on the date the plan is first submitted to the department of law.

3. All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers, at which time the cooperative corporation or the condominium association shall assume responsibility for the provision of all services and facilities required by law on a non-discriminatory basis.

4. 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 substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The attorney general may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the owner from selling the shares allocated to the dwelling unit or the dwelling unit itself or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

5. Any local legislative body may adopt local laws and any agency, officer or public body may prescribe rules and regulations with respect to the continued occupancy by tenants of dwelling units which are subject to regulation as to rentals and continued occupancy pursuant to law, provided that in the event that any such local law, rule or regulation shall be inconsistent with the provisions of this section, the provisions of this section shall control.

6. Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this section or rules and regulations promulgated pursuant hereto shall be void as contrary to public policy.

7. The provisions of this section shall only be applicable in the city of New York.

DOCUMENT NUMBER 10

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

AGREEMENT made this _____ day of _____, 20_____, by and among _____ ("PURCHASER"), 2107 Bedford LLC ("SPONSOR"), as sponsor of the 2107 Bedford Avenue offering plan ("Plan") and Fink & Zelmanovitz, P.C. ("ESCROW AGENT").

WHEREAS, SPONSOR has filed the Offering Plan with the Attorney General to offer for sale condominium ownership interests at the premises located at 2107 Bedford Avenue, subject to the terms and conditions set forth in the Plan; and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-e(2-b), 352-h and the New York Department of Law's regulations promulgated thereunder; and

WHEREAS, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (referred to herein as "Deposit") pursuant to the terms of this Agreement.

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

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1. ESCROW AGENT 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 _____ (the "Purchase Agreement") at Signature Bank located at 6321 New Utrecht Avenue, Brooklyn, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Fink & Zelmanovitz P.C. IOLA #7 ("Escrow Account"). [The account number is _____.]

1.2 ESCROW AGENT has designated the following attorneys to serve as signatories: Neil Fink and Judah A. Zelmanovitz. 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 3839 Flatlands Avenue, Suite 206, Brooklyn, New York 11234, and a telephone number of 718-377-7600.

1.3 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.4 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing .

1.5 The Escrow Account is an IOLA account with no interest accrued to the benefit of the either the Sponsor or the purchaser. An IOLA account is a special segregated escrow account maintained by an attorney in which the interest earned is paid to the State of New York. It is not anticipated that any interest will be earned thereon. If at some future point, the Offering Plan is amended to provide that the account will be a non-IOLA account, then the interest rate for all deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of Fink & Zelmanovitz P.C as Attorney, as ESCROW AGENT, pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to PURCHASER promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of the Deposit, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within five (5) business days after the Purchase Agreement has been tendered to ESCROW AGENT along with the DEPOSIT, ESCROW AGENT shall place the DEPOSIT into the Escrow Account. Within ten (10) business days of placing the DEPOSIT in the Escrow Account, ESCROW AGENT shall provide written notice to Purchaser and Sponsor, confirming the Deposit. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was

timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS

3.1 Under no circumstances shall SPONSOR seek or accept release of the Deposit of PURCHASER to SPONSOR until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan shall not relieve SPONSOR or ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-e(2-b) and 352-h.

3.2 ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

3.2.1 pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the unit;

3.2.2 in a subsequent writing signed by both SPONSOR and PURCHASER; or

3.2.3 by a final, non-appealable order or judgment of a court.

3.3 If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3.2 above, and Escrow Agent receives a request by either SPONSOR or PURCHASER to release the Deposit, then Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both PURCHASER and SPONSOR informing them of said release. If Escrow Agent receives a written notice from either PURCHASER or SPONSOR objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3.2 above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the county where the unit is located and shall give written notice to both SPONSOR and PURCHASER of such deposit.

3.4 Sponsor shall not object to the release of the Deposit to:

3.4.1 Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.4.2 Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the Escrow Account for seven years after release of the Deposit.

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

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

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and PURCHASER, and ESCROW AGENT acknowledges its fiduciary and statutory obligations pursuant to GBL§§ 352-e(2-b) and 352-h.

5.3 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-h and the New York State Department of Law's regulations.

6.2 SPONSOR shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from PURCHASER and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

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

7.1.1 Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. PURCHASER shall be deemed to have consented to such cancellation;

7.1.2 The resignation of ESCROW AGENT, which shall not take effect until ESCROW AGENT is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to PURCHASER of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefor.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2 above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

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

9. GOVERNING LAW.

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

10. ESCROW AGENT'S COMPENSATION.

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

11. SEVERABILITY.

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

12. INDEMNIFICATION.

SPONSOR agrees to defend, indemnify, and hold ESCROW AGENT harmless from and against all costs, claims, expenses, and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of ESCROW AGENT. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

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13. ENTIRE AGREEMENT.

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:
Fink & Zelmanovitz, P.C

By: _____
Neil Fink, Esq.

SPONSOR:
2107 Bedford LLC

By: _____
Jonathan Weinberger, Principal

PURCHASER
[INSERT NAME_____]

By:
_____

Name:
_____

Title:
_____

DOCUMENT NUMBER 11

FORM OF LEASE AGREEMENT

LEASE

AGREEMENT made this _____ day of _____, 20___, between, _____ (hereafter SPONSOR) and _____, (hereinafter PURCHASER);

WITNESSETH:

WHEREAS, SPONSOR is the Sponsor of a condominium conversion of premises located at _____, _____, New York; and,

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

WHEREAS, PURCHASER wishes to occupy said apartment 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 the date of the execution of the Purchase Agreement, and terminating as hereinafter specified, PURCHASER shall have the right to use and occupy the aforementioned apartment.

2. PURCHASER shall have the right to occupy the apartment and PURCHASER shall pay a fee for use and occupancy of the apartment of $_____ per month starting _____ ____, 20___. 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. If the unit fails to close within 90 days of _____ ____, 20___, the use and occupancy charge shall be increased $_____ a month unless the unit failed to solely through the fault of the Sponsor.

3. The use and occupancy fee for the month in which closing occurs shall not be adjusted for at closing. No portion of the use and occupancy fee will be applied to the purchase price of the apartment.

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 apartment and its contents by fire or other hazard shall be determined pursuant to the terms of the Purchase Agreement for such apartment,

as contained in the Offering Plan for the premises in effect as of the date hereof, as if PURCHASER was the owner of such apartment.

6. PURCHASER shall pay all utility costs and make any repairs to the apartment for which he would be obligated as owner. SPONSOR 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 SPONSOR'S 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 a default by PURCHASER or Rescission of the subscription agreement by PURCHASER, which is not cured within 15 days after notice thereof, PURCHASER'S right to occupy the apartment will terminate, and PURCHASER must vacate the apartment within thirty (30) days after mailing of Notice to Vacate by the SPONSOR. Such notice must be by certified mail, return receipt requested, to the apartment. PURCHASER agrees to pay SPONSOR $500.00 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. SPONSOR is hereby irrevocably authorized to deduct said per diem sum directly from any amounts being held as a security deposit hereunder, or from any sums being held in escrow pursuant to the contract of sale. Nothing contained herein shall be construed so as to limit SPONSOR's ability to have PURCHASER evicted from the premises and to pursue any other legal remedy available to SPONSOR; nor shall anything herein be construed as a waiver by the SPONSOR of his right to retain, as liquidated damages, the 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 apartment, 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 apartment pending closing.

12. As of the date hereof PURCHASER confirms that all work required to be done in or about the subject apartment has been completed; and that in all respects PURCHASER agrees to accept the apartment in "as is" condition; subject to the "punch list", if any, attached hereto. As of the date hereof, PURCHASER waives any right whatsoever to cancel the contract, except for material change in the Offering Plan.

13. Before the Sponsor may utilize the default under the lease to declare a default under the purchase agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit.

14. 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____.

SPONSOR:

BY: _____

PURCHASER:

By: _____

PURCHASER:

By: _____

STATE OF NEW YORK,
COUNTY OF KINGS SS:

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

_____
Notary Public

STATE OF NEW YORK,
COUNTY OF KINGS SS:

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

_____
Notary Public

STATE OF NEW YORK,
COUNTY OF KINGS SS:

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

_____
Notary Public

DOCUMENT NUMBER 12

FORM AFFIDAVIT OF INTENTION TO RESIDE IN THE UNIT

AFFIDAVIT OF INTENTION TO RESIDE

(To be executed only by Non-Tenant Purchasers of Residential Units)

Re: Unit _____ in the 2107 Bedford Avenue Condominium
2107 Bedford Avenue, Brooklyn, New York

The undersigned, _____, being duly sworn, deposes and says follows:

1. I/we represent that I/we intend that I/we or one or more members of my/our immediate family intend to occupy the Unit when it becomes vacant.

2. I/we have executed a purchase agreement for the purchase of Unit ____ at the above referenced property in which the agreement I/we have represented that I/we intend that I/we or one or more members of my/our immediate family intend to occupy the apartment(s) when it/they become(s) vacant.

Purchaser:

_____

Affirmed before me this _____
day of _____, 20___

_____
Notary Public

DOCUMENT NUMBER 13

FORM STORAGE LICENSE AGREEMENT

STORAGE SPACE LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of the _____ day of _____, 20___ between the purchaser of Unit _____ at The 2107 Bedford Avenue Condominium having an address at _____, hereinafter referred to as the "Licensee" and 2107 Bedford LLC having its principal place of business at 85 Delancey Street, New York, New York 10002 hereinafter referred to as "Licensor".

W I T N E S S E T H :

WHEREAS, Licensor hereby agrees for the benefit of the Licensee that, Licensor shall provide for the exclusive use of Licensee, his/her household, invitees and guests a storage space, (hereinafter referred to as "Storage Space # _____"); at the premises known as The 2107 Bedford Avenue Condominium ("Premises") at all times during a period of _____ [months] [years] for the exclusive use of Licensee, his/her household, invitees and guests. Attached hereto as Exhibit I to this agreement is a crosshatched diagram showing the storage area (hereinafter the "Storage Area" and the location of Storage Space #_____.

WHEREAS, the parties hereto desire, inter alia, to confirm their understandings and obligations with respect to said Premises, the Storage Area and Storage Space # _____.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and in further consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. GRANT OF LICENSE; TERM. The Licensor hereby irrevocably grants and licenses to Licensee for a term (the "Term") commencing on the date hereof (the "Commencement Date") expiring on the _____ anniversary of the day immediately preceding the Commencement Date of this License Agreement the privilege of using the Premises for access to and egress from the Storage Area and Storage Space # _____ and the exclusive right and privilege for use of Storage Space #_____ by Licensee, his/her household, invitees and guests, as hereinafter set forth and Licensor hereby agrees to such license ("Initial Term"). Licensee shall have the right to renew the term of this lease for an additional _____ [month(s)] [year] period for One Dollar ($1.00) ("Renewal Term"). The hours and operation of the Storage Area and Storage Spaces are subject to the terms of the By-Laws of the Condominium.

2. TERMINATION OF LICENSE. It is understood and agreed that this License Agreement to use the Storage Space # _____ and to enter upon the Premises, and the Storage Area for such purpose is an exclusive right and privilege. This agreement shall only be in affect so long as the Licensee owns a unit at the Premises. The Licensor may terminate this agreement if the Licensee is delinquent in the payment of common charges for a period exceeding six (6) months. Furthermore in the event the condominium is terminated for any reason whatsoever this agreement shall no longer be binding and shall have no further effect. Notwithstanding the foregoing, the Licensee may terminate this license and the privileges hereby granted by providing the Licensor upon at least thirty (30) days prior notice. Any such notice of termination shall be in writing and sent by U.S. mail, certified, return receipt

requested, or personally by hand, courier or overnight courier and shall be effective on the date of receipt or refusal. Notice shall be deemed to have been duly given upon receipt or refusal. Both Parties agree that upon the effective date of its termination or the expiration of this License Agreement, Licensee will cease using in any manner Storage Space # _____ and utilizing the Premises or the Storage Area for access thereto.

3. REPAIR MAINTENANCE. The Licensor at its expense is responsible for the cleaning, repair, replacement and maintenance of the Storage Area. The Licensor is responsible for access thereto from the building and lighting, and security, in respect thereof. Notwithstanding the foregoing Licensee acknowledges and agrees that Licensee is responsible for the cleaning, repair, replacement and maintenance of Storage Space # _____, and in the event Licensee desires to maintain or modify Storage Space # _____ the Licensee may do so only after requesting permission in writing, and sent by U.S. mail, certified, return receipt requested, or personally by hand, courier or overnight courier to the Licensor. The Licensor may either grant the request, or deny the request, and if permission is granted, the Licensee may do so at the Licensee's sole cost and expense, at a reasonable time, and in accordance with all local laws, building laws, by-laws, codes and regulations. In furtherance with the foregoing it is hereby understood that Storage Space # _____ shall be subject to all the rules and regulations of the Premises, and the Declaration, and the By-Laws and the house rules of the Premises. Licensor shall have all easements, agreements, and right of access to the Storage Area and Storage Space # _____ as if it were deemed to be a Limited Common Element at the Premises, as defined in the declaration, the by-laws of the Premises and any applicable New York State Law. Furthermore, the Licensee will be responsible to pay all Common Charges/maintenance costs imposed by the Condominium Board with respect to the Storage Space.

4. BINDING NATURE; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. The privileges and rights granted and provided hereby to Licensee may be transferred or assigned by Licensee, to another Unit Owner at the Premises or to the subsequent owner of the Licensee's unit.

5. INDEMNIFICATION. Licensee shall indemnify and hold harmless, Licensor and its directors, officers, agents, employees, subsidiaries and affiliates against and from any and all loss, cost, liability, damage and expense (including, but not limited to, penalties, fines, court costs, disbursements and attorneys' fees) incurred in connection with or arising on or about Storage Space # _____ due to: (i) any act, omission, or negligence of Licensee or his/her household, , invitees and guests, agents, servants, customers, contractors, licensees, and employees; (ii) the use or occupancy or manner of use or occupancy of Storage Space # _____ the Storage Area, and the Premises by Licensee or any person or entity claiming through or under Licensee; (iii) arising from any accident, injury or damage whatsoever caused to any person or entity, or to the property of any person or entity, occurring during the term of this License Agreement on or about the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence of Licensee his/her, household, invitees and guests, agents, servants, customers, contractors, licensees, and employees.

6. REPRESENTATIONS. Each party represents and warrants to the other that (a) such entity is qualified to do business in the jurisdiction in which the Premises is located, (b) all necessary partnership or corporate approvals, if any, have been obtained to authorize the execution, delivery and performance of this License Agreement, (c) the execution, delivery and performance of this License Agreement will not result in a breach or default under any other agreement to which such party is a party or contravene any organizational documents, laws, orders, statutes or regulations applicable to such party or its assets, (d) this License Agreement, upon the execution and delivery thereof by such party, is the valid and legally binding obligation of such party enforceable in accordance with its terms.

7. NOTICES. Any notices required hereunder shall be in writing and shall be sent by (a) U.S. mail, postage prepaid, return receipt requested or (b) a nationally recognized overnight courier service to the applicable party at the address set forth below, or at such other address as may be designated at a later date in a notice delivered pursuant to the terms hereof:

   If to Licensee to:

   _____,

   If to Licensor:

   _____.

8. ENTIRE UNDERSTANDING. This License Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by a writing signed by both of the parties. Any exhibits or schedules to this Agreement are by this reference incorporated fully herein and any reference to "this License Agreement" shall be considered to include all such schedules and exhibits.

9. WAIVER OF TRIAL BY JURY. LICENSEE AND LICENSOR KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM OR PROCEEDING ARISING OUT OF, UNDER OR IN CONNECTION WITH, OR RELATED TO, THE SUBJECT MATTER OF THIS STORAGE LICENSE AGREEMENT.

10. If the Licensee defaults in any of the obligations and/or responsibilities set forth herein above, such default may result in the revocation of the License.

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

Licensee: Licensor:

By: _____ By: _____

DOCUMENT NUMBER 14

FORM ROOF DECK LICENSE AGREEMENT

ROOF DECK LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of the _____ day of _____, 20___ between the purchaser of Unit _____ at The 2107 Bedford Avenue Condominium having an address at _____, hereinafter referred to as the "Licensee" and 2107 Bedford LLC having its principal place of business at 85 Delancey Street, New York, New York 10002 hereinafter referred to as "Licensor".

W I T N E S S E T H :

WHEREAS, Licensor hereby agrees for the benefit of the Licensee that, Licensor shall provide for the exclusive use of Licensee, his/her household, invitees and guests a Roof Space, (hereinafter referred to as "Roof Space # _____"); at the premises known as The 2107 Bedford Avenue Condominium ("Premises") at all times during a period of _____ [months] [years] for the exclusive use of Licensee, his/her household, invitees and guests. Attached hereto as Exhibit I to this agreement is a crosshatched diagram showing the Roof Deck (hereinafter the "Roof Deck" and the location of Roof Space #_____.

WHEREAS, the parties hereto desire, inter alia, to confirm their understandings and obligations with respect to said Premises, the Roof Deck and Roof Space # _____.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and in further consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. GRANT OF LICENSE; TERM. The Licensor hereby irrevocably grants and licenses to Licensee for a term (the "Term") commencing on the date hereof (the "Commencement Date") expiring on the _____ anniversary of the day immediately preceding the Commencement Date of this License Agreement the privilege of using the Premises for access to and egress from the Roof Deck and Roof Space # _____ and the exclusive right and privilege for use of Roof Space #_____ by Licensee, his/her household, invitees and guests, as hereinafter set forth and Licensor hereby agrees to such license ("Initial Term"). Licensee shall have the right to renew the term of this lease for an additional _____ [month(s)] [year] period for One Dollar ($1.00) ("Renewal Term"). The hours and operation of the Roof Deck and Roof Spaces are subject to the terms of the By-Laws of the Condominium.

2. TERMINATION OF LICENSE. It is understood and agreed that this License Agreement to use the Roof Space # _____ and to enter upon the Premises, and the Roof Deck for such purpose is an exclusive right and privilege. This agreement shall only be in affect so long as the Licensee owns a unit at the Premises. The Licensor may terminate this agreement if the Licensee is delinquent in the payment of common charges for a period exceeding six (6) months. Furthermore in the event the condominium is terminated for any reason whatsoever this agreement shall no longer be binding and shall have no further effect. Notwithstanding the foregoing, the Licensee may terminate this license and the privileges hereby granted by providing the Licensor upon at least thirty (30) days prior notice. Any such notice of termination shall be in writing and sent by U.S. mail, certified, return receipt requested, or

personally by hand, courier or overnight courier and shall be effective on the date of receipt or refusal. Notice shall be deemed to have been duly given upon receipt or refusal. Both Parties agree that upon the effective date of its termination or the expiration of this License Agreement, Licensee will cease using in any manner Roof Space # _____ and utilizing the Premises or the Roof Deck for access thereto.

3. REPAIR MAINTENANCE. The Licensor at its expense is responsible for the cleaning, repair, replacement and maintenance of the Roof Deck. The Licensor is responsible for access thereto from the building and lighting, and security, in respect thereof. Notwithstanding the foregoing Licensee acknowledges and agrees that Licensee is responsible for the cleaning, repair, replacement and maintenance of Roof Space # _____, and in the event Licensee desires to maintain or modify Roof Space # _____ the Licensee may do so only after requesting permission in writing, and sent by U.S. mail, certified, return receipt requested, or personally by hand, courier or overnight courier to the Licensor. The Licensor may either grant the request, or deny the request, and if permission is granted, the Licensee may do so at the Licensee's sole cost and expense, at a reasonable time, and in accordance with all local laws, building laws, by-laws, codes and regulations. In furtherance with the foregoing it is hereby understood that Roof Space # _____ shall be subject to all the rules and regulations of the Premises, and the Declaration, and the By-Laws and the house rules of the Premises. Licensor shall have all easements, agreements, and right of access to the Roof Deck and Roof Space # _____ as if it were deemed to be a Limited Common Element at the Premises, as defined in the declaration, the by-laws of the Premises and any applicable New York State Law. Furthermore, the Licensee will be responsible to pay all Common Charges/maintenance costs imposed by the Condominium Board with respect to the Roof Space.

4. BINDING NATURE; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. The privileges and rights granted and provided hereby to Licensee may be transferred or assigned by Licensee, to another Unit Owner at the Premises or to the subsequent owner of the Licensee's unit.

5. INDEMNIFICATION. Licensee shall indemnify and hold harmless, Licensor and its directors, officers, agents, employees, subsidiaries and affiliates against and from any and all loss, cost, liability, damage and expense (including, but not limited to, penalties, fines, court costs, disbursements and attorneys' fees) incurred in connection with or arising on or about Roof Space # _____ due to: (i) any act, omission, or negligence of Licensee or his/her household, , invitees and guests, agents, servants, customers, contractors, licensees, and employees; (ii) the use or occupancy or manner of use or occupancy of Roof Space # _____ the Roof Deck, and the Premises by Licensee or any person or entity claiming through or under Licensee; (iii) arising from any accident, injury or damage whatsoever caused to any person or entity, or to the property of any person or entity, occurring during the term of this License Agreement on or about the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence of Licensee his/her, household, invitees and guests, agents, servants, customers, contractors, licensees, and employees.

6. REPRESENTATIONS. Each party represents and warrants to the other that (a) such entity is qualified to do business in the jurisdiction in which the Premises is located, (b) all necessary partnership or corporate approvals, if any, have been obtained to authorize the execution, delivery and performance of this License Agreement, (c) the execution, delivery and performance of this License Agreement will not result in a breach or default under any other agreement to which such party is a party or contravene any organizational documents, laws, orders, statutes or regulations applicable to such party or its assets, (d) this License Agreement, upon the execution and delivery thereof by such party, is the valid and legally binding obligation of such party enforceable in accordance with its terms.

7. NOTICES. Any notices required hereunder shall be in writing and shall be sent by (a) U.S. mail, postage prepaid, return receipt requested or (b) a nationally recognized overnight courier service to the applicable party at the address set forth below, or at such other address as may be designated at a later date in a notice delivered pursuant to the terms hereof:

   If to Licensee to:

   _____,

   If to Licensor:

   _____.

8. ENTIRE UNDERSTANDING. This License Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by a writing signed by both of the parties. Any exhibits or schedules to this Agreement are by this reference incorporated fully herein and any reference to "this License Agreement" shall be considered to include all such schedules and exhibits.

9. WAIVER OF TRIAL BY JURY. LICENSEE AND LICENSOR KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM OR PROCEEDING ARISING OUT OF, UNDER OR IN CONNECTION WITH, OR RELATED TO, THE SUBJECT MATTER OF THIS ROOF SPACE LICENSE AGREEMENT.

10. If the Licensee defaults in any of the obligations and/or responsibilities set forth herein above, such default may result in the revocation of the License.

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

Licensee: Licensor:

By: _____ By: _____

DOCUMENT NUMBER 15

ELIGIBLE SENIOR CITIZEN AND ELIGIBLE DISABLED PERSON ELECTION FORMS

ELIGIBLE SENIOR CITIZEN ELECTION FORM

SEE INSTRUCTION SHEET ON NEXT PAGE BEFORE COMPLETING THIS FORM

For use in New York City which is subject to GBL Section 352-eeee, and municipalities in New York State which have adopted GBL Section 352-e(2-a).

NAME: _____

ADDRESS: _____

_____

DATE OF BIRTH: _____

I elect not to purchase my apartment under the offering plan for conversion of the building to a cooperative or condominium.

I certify that:

1. I am a tenant of the apartment listed above.
2. I am or my spouse is now 62 years of age or older.

I understand that this senior citizen election does not preclude me from purchasing my apartment at a later date.

The above statements are true to the best of my knowledge and understanding.

SIGNED: _____

Sworn to before me this

_____day of_____, 20_____.

_____

NOTARY PUBLIC

Receipt acknowledged and copy given to tenant.

SPONSOR/AGENT: _____ DATE: _____

INSTRUCTIONS FOR COMPLETING ELIGIBLE SENIOR CITIZEN ELECTION FORM

State law provides that tenants who are "eligible senior citizens" cannot be evicted because they did not buy their apartments.

How to Qualify as an "Eligible Senior Citizen"

To qualify as an "eligible senior citizen," you must:

1. Be a tenant, or the spouse of a tenant; and
2. Have been 62 years of age or older on the date the Department of Law "accepted the offering plan for filing," and
3. Complete this election form and return it to the sponsor within 60 days of the date you first received the offering plan.

Date Offering Plan Was Accepted For Filing

The approximate date the Department of Law "accepted the offering plan for filing" is printed on the front cover of the offering plan. You must have been 62 years of age or older on the filing date to qualify.

Who is Considered a Tenant?

A tenant for purposes of this form is a person who has signed a lease or the spouse of a person who has signed a lease.

Return This Form Within 60 Days

You must complete and return this form within 60 days of the date you first received the offering plan. Return the form either by delivering it to the sponsor or the sponsor's selling agent at the location specification in the plan, or by mailing it by certified or registered mail, return receipt requested, to the sponsor or selling agent at the address specified in the plan. **Be sure to sign the form before a Notary Public**

WARNING!

FAILURE TO RETURN THIS FORM WITHIN 60 DAYS COULD ULTIMATELY RESULT IN YOUR BEING EVICTED!

The Sponsor May Dispute Your Eligibility

The law allows the sponsor to dispute your eligibility as an "eligible senior citizen". In order to do so, the sponsor must apply to the Department of Law for an eligibility determination within 30 days after the sponsor receives your election form. In case of a dispute, the Department of Law has 30 days to determine your eligibility. If your eligibility is disputed, you will be notified by the Department of Law and given the opportunity to defend your eligibility.

ELIGIBLE DISABLED PERSON ELECTION FORM

SEE INSTRUCTION SHEET ON NEXT PAGE BEFORE COMPLETING THIS FORM

For use in New York City which is subject to GBL Section 352-eeee, and for use in municipalities in Nassau, Rockland and Westchester Counties which have adopted GBL Section 352-eee, and to use in municipalities in the State of New York which have adopted GBL Section 352-e(2-a).

NAME: _____

ADDRESS: _____

_____

I elect not to purchase my apartment under the offering plan for conversion of the building to a cooperative or condominium.

I certify that:

1. I am a tenant of the apartment listed above.

2. I have an impairment which results from anatomical, physiological or psychological conditions (other than an addiction to alcohol, gambling, or any controlled substance) which (1) is demonstrable by medically acceptable clinical and laboratory diagnostic techniques, (2) is expected to be permanent, and (3) prevents me from engaging in any substantial gainful employment.

I understand that this disabled person election does not preclude me from purchasing my apartment at a later date.

The above statements are true to the best of my knowledge and understanding.

SIGNED: _____

Sworn to before me this

_____day of_____, 20____.

_____
NOTARY PUBLIC

Receipt acknowledged, and copy given to tenant.

SPONSOR/AGENT:_____ DATE: _____

INSTRUCTIONS FOR COMPLETING ELIGIBLE DISABLED PERSON ELECTION FORM

State law provides that tenants who are "eligible disabled persons" cannot be evicted because they did not purchase their apartments.

How to Qualify as an "Eligible Disabled Person"

To qualify as an "eligible disabled person," you must:

1. Be a tenant; and
2. Have a disability as defined on the reverse side of this form; and
3. Complete the form and return it to the sponsor within 60 days of first receiving the offering plan or first becoming disabled (see below for more information).

Who Is Considered a Tenant?

A tenant for purposes of this form is a person who has signed a lease or the spouse of a person who has signed a lease.

Return This Form to the Sponsor

If you were disabled when you first received the offering plan, you must complete and return this form to the sponsor not more than 60 days after first receiving the offering plan.

However, if your disability first occurred after you received the offering plan, then you may elect to become an "eligible disabled person" up to 60 days after the disability first occurred (unless after the first 60 days but before your election the sponsor has accepted a written agreement to purchase your apartment from a "bona fide" purchaser).

Return the form either by delivering it to the sponsor or the sponsor's selling agent at the location specified in the plan, or by mailing it by certified or registered mail, return receipt requested, to the sponsor or selling agent at the address specified in the plan. **Be sure to sign the form before a Notary Public.**

WARNING!

FAILURE TO RETURN THIS FORM WITHIN 60 DAYS COULD ULTIMATELY RESULT IN YOUR BEING EVICTED!

The Sponsor May Dispute Your Eligibility

The law allows the sponsor to dispute your eligibility as an "eligible disabled person." In order to do so, the sponsor must apply to the Department of Law for an eligibility determination within 30 days after the sponsor receives your election form. In case of a dispute, the Department of Law has 30 days to determine your eligibility. If your eligibility is disputed, you will be notified by the Department of Law and given the opportunity to defend your eligibility.

CERTIFICATIONS

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS

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

Attention: Real Estate Financing Bureau

Re: The 2107 Bedford Avenue Condominium
2107 Bedford Avenue
Brooklyn, NY 11226
Condominium Offering Plan

Sponsor: 2107 Bedford LLC

To whom it may concern:

We are the Sponsor and the principal of the Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23 A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereinafter by us which amend or supplement the Offering Plan will:

(i) Set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) Afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) Not omit any material fact;

(iv) Not contain any untrue statement of a material fact;

(v) Not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) Not contain any representation or statement which is false, we:

(a) Knew the truth;

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

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

(d) Did not have knowledge concerning the representations or statements made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR: 2107 Bedford LLC

By: _____
Jonathan Weinberger

PRINCIPAL:

_____
Jonathan Weinberger

Affirmed before me this 19

day of November, 2015

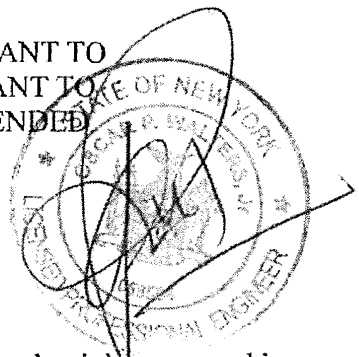
_____
Notary Public

SHELLY SAMRA
Notary Public, State of New York
Registration #02SA6298798
Qualified in New York County
Commission Expires March 17, 2018

DEMERARA ENGINEERING, PLLC
160 PEARL STREET, 2ND FLOOR
NEW YORK, NEW YORK 10005
1212.383.4897

11/19/2015

CERTIFICATION OF SPONSOR'S ENGINEER PURSUANT TO PART 23.4 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED



Re: 2107 Bedford Avenue
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 condition and/or renovation of the property (hereinafter "the Report").

We prepared the Report dated 08/18/2015, a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely thereupon.

I am a registered architect in the state in which the property is located. I understand that I am responsible for complying with Article 23-A of the General Business Law and the Regulations promulgated by the Department of Law in Part 23, insofar as they are applicable to the Report.

I have read the entire Report and investigated the facts set forth therein, and the facts underlying it, and conducted the visual inspection referred to above with due diligence in order to form a basis for this certification. I certify that the Report and all documents prepared by us disclose all the material facts which were then discernible from a visual inspection of the property. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property, and is current and accurate as of the date of inspection;

(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;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment , or suppression;

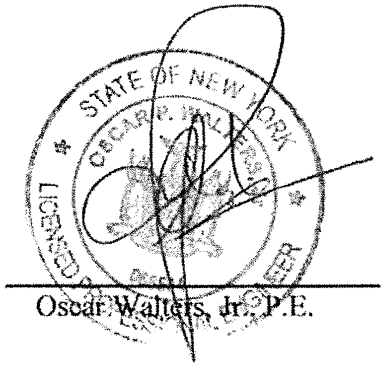
(vi) does not contain any promise or representation as to the future, which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false; where I:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth;
(d) did not have knowledge concerning the representation or statement made.

It is understood that all aspects of the physical condition of the property cannot be determined by a visual inspection, and that all statements contained in this certification are premised on and limited to such visual inspection.

I further certify that I am not owned or controlled by, and have no beneficial interest in the Sponsor, and that my compensation for preparing this Report is not contingent on the conversion of the property to condominium ownership, or on the profitability or price of the offering. This statement is not intended as a guarantee to warranty of the physical condition of the property.



Oscar Walters, Jr., P.E.

Affirmed to before me this 19
day of 2015 , 2015

Notary Public

SIMON M NE... NOTARY PUBLIC, STATE OF NEW YORK NO. ... 4952461 MY COM... ...13 DEC. 18 20 18

King David international Realty
Licensed Real Estate Broker
616 Williamsburg Station
Brooklyn, N.Y. 11211
Tel. (718) 222-1500 Fax. (718) 624-1497

11/19/2015

CERTIFICATION OF SPONSOR'S EXPERT ON ADEQUACY OF BUDGET PURSUANT TO SECTION 23 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

RE: 2107 Bedford Avenue
Brooklyn, New York

The Sponsor of the condominium Offering Plan for the above captioned property retained me/our firm to review or prepare SCHEDULE B and SCHEDULE B-1, containing the projections of income and expenses for the first year of condominium operation. My/our experience in the field includes being a licensed real estate broker for over 10 years; the management of approximately 10 buildings; and the sale of numerous condominium and rental properties. I/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 23, 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 them, with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

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

We certify that the Schedules do:

1. Set forth in detail the projected income and expenses for the first year of condominium operation;
2. Afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
3. Not omit any material fact;
4. Not contain any untrue statement of a material fact;

5. Not contain any fraud, deception, concealment, or suppression;
6. Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
7. Not contain any representation or statement which is false where we:
   a) knew the truth;
   b) with reasonable effort, could have known the truth;
   c) made no reasonable effort to ascertain the truth; or;
   d) did not have knowledge concerning the representations or statements made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses of the first year of condominium operation.

This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

GIORGIO MAYER
Licensed Real Estate Broker

AFFIRMED TO BEFORE ME THIS
25 DAY OF Jan. , 2015

NOTARY PUBLIC

SIMON M. NEUSTEIN
NOTARY PUBLIC, State of New York
NO. 01NE6052461
Qualified in Kings County
My Commission Expires Dec. 18, 2018

King David international Realty
Licensed Real Estate Broker
616 Williamsburg Station
Brooklyn, N.Y. 11211
Tel. (718) 222-1500 Fax. (718) 624-1497

11/19/2015

CERTIFICATION BY EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER PURSUANT TO SECTION 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

RE: 2107 Bedford Avenue, Brooklyn, New York

The Sponsor of the condominium Offering Plan for the above captioned property retained me to review SCHEDULE B, which includes projections of common charges payable by owners of commercial units. Our experience in the field includes being a licensed real estate broker for over five (5) years; the management of approximately ten (10) 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 Attorney General, Part 20 thereof, insofar as they are applicable to the commercial units listed in SCHEDULE B. We have reviewed the SCHEDULE as it impacts upon commercial units and investigated the facts set forth in the SCHEDULE, and the facts underlying it with due diligence in order to form a basis for this certification. We have also relied on our experience in managing residential buildings.

We certify that the projections in SCHEDULE B for common charges payable by the owners of commercial units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial units for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial units also reflect special or exclusive use or availability, or exclusive control of, particular common areas.

We certify that the estimates in SCHEDULE B for common charges payable by the owners of commercial units do:

1. Set forth in detail the projected common charges for the commercial unit for the first year of condominium operation;
2. Afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by owners of the commercial unit;
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. Does 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 common charges fairly attributable to the commercial units for the first year of condominium operation. This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Giorgio Mayer
Licensed Real Estate Broker

AFFIRMED TO BEFORE ME THIS
15 DAY OF Jan. , 2015

NOTARY PUBLIC

SIMON M. NEUSTEIN
NOTARY PUBLIC, State of New York
NO. 01NE6052461
Qualified in Kings County
My Commission Expires Dec 18, 2017