CONDOMINIUM OFFERING PLAN
For
THE LIGHTHOUSE CONDOMINIUM
1769 EAST 13th STREET
BROOKLYN, NEW YORK 11229

11 Residential Units	$9,920,400
3 Parking Units	$225,000
Total Offering Price	**$10,145,400**

SPONSOR AND SELLING AGENT:
1769 East 13th Street LLC
1526 49th Street
Brooklyn, New York 11219

Date of Acceptance for Filing: _____

This Offering Plan May Not Be Used After _____ Unless Extended By Amendment.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS

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

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

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SPECIAL RISKS

1. Sponsor shall provide the following kitchen fixtures, appliances and equipment: (a) formica or wood laminate, wall and base cabinets and formica or wood laminate countertops; (b) stainless steel sinks by Crane or equivalent, with faucet by Delta model number 400 or equivalent; (c) one refrigerator by Frigidaire, model number LGHT1837 LP or equivalent, and (d) one, four burner gas range manufactured by Frigidare, model # FGF 368 or equivalent. Dishwashers and additional kitchen appliances will be the responsibility of the Unit Owners at an additional cost. Each residential unit will be equipped with a washer/dryer hookup, but no washer/dryer will be provided by Sponsor. Please see the "Description of Property and Building Condition" included in Part II of this Plan.

2. The Sponsor has made, and will pursue, an application for abatement and exemption of taxes under 421-a of the Real Property Tax Law of the State of New York, and shall make all filings necessary to obtain such benefits. Upon closing, the Sponsor will make all tax benefit documents available to the Condominium for inspection and copying for the life of the benefits. The Sponsor will timely file all applications and timely comply with all procedures required to properly process and maintain the benefits. None of the tax benefits applied for and expected to be obtained by Sponsor will expire prior to the first closing, which is expected to take place on or about December 1, 2015. Sponsor will make the initial application at his own cost and expense. SPONSOR WILL USE BEST EFFORTS TO OBTAIN SAID BENEFITS.

In the event the Sponsor can not produce a Preliminary Certificate of Eligibility for 421(a) Tax Abatement at closing, such fee shall be held in escrow by Sponsor's attorneys until such Certificate is obtained. If such Certificate is not obtained within 24 months after the closing, this fee shall be returned to the Purchaser.

Pursuant to 421-a rules and regulations issued by NYC Department of Housing Preservation and Development ("HPD"), if the Offering Plan has not been declared effective for filing at a time fifteen months after HPD has issued the final 421-a Certificate of Eligibility, as of such date the building and all Units as they become occupied shall become rent stabilized and subject to the rent stabilization laws applicable thereto for the entire period during which the building is receiving 421-a tax benefits. As of such date, the sponsor musty register the building and all residential Units as they become occupied with the NYS Department of Housing and Community Renewal ("DHCR"). Any leases and renewals thereof to a residential unit that are required to be registered with DHCR shall contain at least 12 point type informing such tenant that the residential tenant shall be subject to deregulation upon the expiration of the 421-a tax benefit period and state the appropriate date of the benefits. During such rent stabilization period, the unit shall not be subject to luxury decontrol.

In the event Sponsor rents the Units out to tenants then it should be noted that the Code imposes registration requirement on owners and grants tenants the right to reside in the premises, provided that they abide by their lease terms, for the duration of the partial tax exemption.

The Sponsor's projection of tax due for the first year of operation is based on the figures and assumptions in the accompanying expert's opinion as to real estate tax benefits. However, it is not possible to accurately determine what the increase and actual assessed valuation will be. Moreover, it is equally impossible to predict any future increases in real estate tax rates, which may affect the amount of tax due on the property.

NO WARRANTY IS OR CAN BE MADE THAT THE BENEFITS SET FORTH THEREIN WILL BE OBTAINED IN THE EVENT THE BENEFITS ARE NOT OBTAINED, OR IN THE VALUATION OR IN THE STATUTES GOVERNING THE TAX BENEFITS, REAL ESTATE TAXES MAY HIGHER THAN SET FORTH ABOVE FOR THE FIRST YEAR OF OPERATION AND IN FUTURE YEARS HENCE INDIVIDUAL CARRYING COSTS FOR ALL UNITS WOULD ALSO BE HIGHER. PURCHASERS SHOULD NOTE THAT THEY WILL NOT BE ENTITLED TO RESCISSION IF THESE BENEFITS ARE NOT OBTAINED.

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

3. All deposits/downpayments will be placed in an IOLA account. Deposits in excess of $250,000 will not be federally insured in excess of $250,000. Interest earned on an IOLA account does not accrue to the benefit of the Purchaser or the Sponsor but is paid over to New York State. Please see the section entitled "Procedure to Purchase" in Part I of this Plan.

4. If Purchaser defaults under the Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he or she has thirty (30) days after Sponsor gives written notice to such Purchaser to cure such default.

TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD.

"Time is of the essence" means that if such default is not cured within thirty (30) days after Sponsor gives written notice to the Purchaser, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement. In such event the Down Payment, together with accrued interest, if any, and any other monies held in the Escrow Account shall be paid over to Sponsor as and for liquidated damages, the Purchase Agreement shall become null and void and Sponsor shall have the right to immediately offer for sale the Unit which was the subject of such Purchase Agreement. Alternatively, but not by way of an election of remedies, Sponsor may institute a legal proceeding to compel the Purchaser to perform his or her obligations under the Purchase Agreement.

Please see the section entitled "Procedure to Purchase" in Part I of this Plan and the "Purchase Agreement" included in Part II of this Plan.

5. The risk of loss from fire or other casualty with respect to each Unit shall remain with Sponsor until the closing of title for the particular Unit. Notwithstanding the above, in the event

that Purchaser, or one claiming by or through Purchaser, enters into possession of a Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to that Unit. Accordingly, any Purchaser, or one claiming by or through Purchaser who takes possession of a Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, such Purchaser will remain obligated to purchase such Unit under the terms of the Purchase Agreement. Please see the section entitled "Procedure to Purchase" in Part I of this Plan and the "Purchase Agreement" included in Part II of this Plan.

6. The Purchase Agreement is not contingent upon the Purchaser's ability to secure financing. Failure by a Purchaser to obtain financing will not relieve a Purchaser from his obligations under the Purchase Agreement. A Purchaser who desires to finance his purchase, but who does not obtain a mortgage will still have the obligation to pay the balance of the Purchase Price when due, and failure to pay such balance will be a default under the Purchase Agreement which could result in the loss of the Purchaser's Down Payment with interest earned thereon, plus the actual cost of any special work ordered. However, the Sponsor reserves the right to negotiate with prospective Purchasers all aspects of the Purchase Agreement, including, but not limited to, conditioning the Purchase Agreement upon financing. Please see the section entitled "Procedure to Purchase" in Part I of this Plan and the "Purchase Agreement" included in Part II of this Plan.

7. The Offering Plan and the Purchase Agreement transfer the statutory obligation to pay the New York State Real Property Transfer Tax and the New York City Real Property Transfer Tax from the Sponsor to the Purchaser. Please see the section entitled "Unit Closing Costs and Adjustments" in Part I of this Plan.

8. No bond or other security has been furnished to secure performance of Sponsor's obligations to pay all Common Charges, special assessments and real estate taxes with respect to Unsold Units. Please see the section entitled "Rights and Obligations of the Sponsor" in Part I of this Plan.

9. No reserve fund is being established by the Sponsor. In the event there is a need for major capital expenditures, the Condominium will assess a charge to each Unit in accordance with its percentage of Common Interest resulting in an additional expense to Unit Owners.

10. The By-Laws do not contain a provision that a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to 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.

11. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units, In New York City, it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. *Sponsor and its principles will undertake the responsibility for extending each TCO received proper to expiration thereof, and ultimately for obtaining a FCO covering the entire building within two years for the date of issuance of the first TCO. However, Sponsor and its principles make no representation or guarantee that DOB will issue the FCO within such two year period.* NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPLES ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings.

12. 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 units in the building be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building where the sponsor or holder of unsold shares has not sold a substantial percentage of the units in the building, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building where an investor other than the original sponsor has an ownership of 10% or more. It may also be difficult for a purchaser to resell a unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

13. The approximate indoor floor area of each Unit has been measured from the exterior Building walls or glass windows at the Building line and/or Property line enclosing the Unit, or from the midpoint of the interior Demising Walls separating the Unit from another Unit, or from the public side of the interior Demising Walls separating the Unit from the public corridors or public stairs, or from the mechanical space side of interior Demising Walls separating the Unit from mechanical equipment space or any other Common Elements. Columns and mechanical pipes and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. The floor area occupied by Common Elements bordering or within

a Unit (such as the Building's façade or exterior walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the computation of the floor area of the Unit, but such Common Elements are not part of the Unit. As a result, the square footages shown are taken from points behind the walls enclosing the Unit and significantly exceed the Unit's usable floor area. Minor inaccuracies in a Unit's square footage will not excuse a Purchaser from completing the purchase of a Unit without recourse against the Sponsor, or reduction in the price. Since the areas listed in Schedule A were not calculated from measurements from the interior surfaces of interior walls, the actual floor areas if the units will be significantly less than the areas listed in Schedule A.

14. Although usually a Seller's expense, Purchasers agree to pay all New York City and New York State transfer taxes and filing fees. As a result, when a Purchaser assumes the obligation to pay these taxes, the amount of such tax will be included in the consideration subject to tax.

All Purchasers will be required to make a $1,500.00 payment to the Sponsor At closing as partial reimbursement for costs which Sponsor has incurred in preparing and submitting the Offering Plan, including preparation fees, filing fees, registration fees, recording fees, etc.

Each Purchaser shall pay $1,800.00 plus disbursements to Sponsor's attorney representing a fee for services in connection with preparing the Unit Deed, the Unit Owner's Power of Attorney, all the transfer documents and for coordinating and attending the closing. In addition, Purchaser shall pay a travel fee in the amount of $500.00 to Sponsor's attorney in the event that the closing of title is held at an office other than the office designated by Sponsor. See Closing Costs section of the Offering Plan.

15. The Sponsor, as owner of unsold Units, will have voting control of the Board of Managers for two (2) years from the date of conveyance of title to the first Unit or whenever the unsold Units constitute less than fifty percent (50%) of the Common Interests, whichever is sooner. The Sponsor, during this indeterminate period, thus will have control of maintenance, facilities and services to be provided and will determine the Common Charges to be paid by all Unit Owners, including the Sponsor, and the enforcement of the Sponsor's obligations. Such budget must be consistent with Schedule B as disclosed herein or by a filed amendment. However, during such control period, the Sponsor will 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. At all times thereafter a majority of the Board of Managers shall be owner-occupants of the Condominium or members of an owner-occupant household who are unrelated to the Sponsor and its principals.

For a period ending not more than five (5) years after the closing of the first Unit or whenever the unsold Units constitute less than twenty-five percent (25%) in number, whichever is sooner, the Sponsor's prior written consent shall be required in order to amend either the Declaration or the By-Laws and to (i) make an addition, alteration or improvement to the Common Elements or to any Unit, costing cumulatively more than $2,500, the foregoing not to

include necessary repairs and maintenance work, or (ii) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire any employee in addition to the employees referred to in this offering Plan, if any, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date the Plan is declared effective, or (v) borrow money on behalf of the Condominium, or (vi) amend the Declaration or the By-Laws.

16. There will be lot line windows located at the side lot line walls of the building at the seventh floor level. Purchasers should note, that if a building is constructed on the neighboring parcel, or if an addition is constructed on an existing neighboring building, the lot line windows, which are within a certain distance (60 feet in a direct line: horizontally, vertically or diagonally) from such neighboring building, will have to be permanently closed. The opening should be replaced with a two hour fire rated wall composition comprised of heavy gauge metal studs and gypsum in order to meet the code requirements of the New York City Building Code, Article 4, Section 27-331-332. **THE OWNER OF THE AFFECTED UNIT, OR ALL UNIT OWNERS OF THE CONDOMINIUM, AS A RESIDENTIAL COMMON EXPENSE, SHALL BEAR THE COSTS RELATING TO SUCH CLOSURE.** The cost of repairs will vary, depending on the size of the windows: no estimate can be made as to the cost of sealing window openings in the future. Sponsor has no actual knowledge of any plans by owners of neighboring buildings to either construct a new building or to increase the height of any existing building although Sponsor makes no representation or guarantees with respect thereto.

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

18. For the first year after the conversion to a Condominium, Sponsor will manage the building at no extra charge to unit owners. After the first year it is expected that the Condominium will be self-managed. Should the Board of Managers at any time elect to employ a managing agent it will be an additional cost to the Condominium resulting in an increase in Common Charges of approximately 6 to 10%.

Activities that the Unit Owners will need to perform if there is no managing agent include maintenance of bank accounts, collection and payment of Common Charges, processing individual Unit sales, supervision of Condominium employees (if any), day-to-day operation of the Condominium, compliance with governmental laws, filing of tax returns, enforcement of Condominium rules, seizure and sale of delinquent Units and response to Unit Owner complaints, questions or issues.

A. INTRODUCTION

This is an Offering Plan (the "Plan") for the sale of Condominium Units to be known as The Lighthouse Condominium (the "Condominium") located at 1769 East 13th Street, Brooklyn, New York 11229.

The purpose of this Plan is to set forth all the material terms of the offer. The Plan delivered to prospective purchasers contains all of the material terms of the transaction. The Plan may be amended from time to time by an amendment filed with the New York State Office of the Attorney General. Amendments will be served on all Unit Owners and Purchasers. A copy of the Plan, all documents referred to in the Plan and all exhibits submitted to the Office of the Attorney General in connection with the filing of the Plan will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys at the site whenever the on site sales office is open and at the office of the selling agent or Sponsor.

The Sponsor of the Plan is 1769 East 13th Street, LLC, a New York limited liability company, having an office at 1526 49th Street, Brooklyn, New York 11219. The Sponsor acquired title to the property on August 14, 2013.

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

The sponsor will be offering Eleven (11) residential units (the "Residential Units"), and three (3) parking units (the "Parking Units") for sale. The Residential Units and Parking Units are collectively referred to as the "Units". Refer to Schedule A for a schedule of sales prices. Sale prices are not subject to approval by the Office of the Attorney General or any other government agency.

Basic Aspects of Condominium Ownership

Each Purchaser of a Unit owns their respective Unit outright and is entitled to exclusive possession of that Unit together with an interest in and right to use the Common Elements. The Common Elements consist of all parts of the Condominium other than the Units themselves. The Common Elements are owned in common by all of the Units Owners, each having an undivided interest therein and the non-exclusive right to use them. Please refer to the "Definitions" section for a more detailed explanation of the Common Elements.

A Unit Owner can sell or lease his Unit to anyone, without restriction or limitation, subject only to the right of first refusal by the Board of Managers to purchase the Unit at the same price offered by a third party.

The Board of Managers has the authority to manage the Condominium. The rights and responsibilities of the Board of Managers include, the maintenance and repair of the Common Elements, collection of Common Charges from the Unit Owners, promulgating Rules and Regulations, obtaining insurance, and all other duties that may be required in connection with the operation of the Condominium. Each Unit Owner will have the right to vote for the members of the Board of Managers. Unit Owners will have one vote for each Unit that they own. Each Unit Owner must pay common charges in accordance with the New York Condominium Act, RPL Sections 339(i) and (m) and must comply with the Declaration, By-Laws, Rules and Regulations and any other requirements of the Board of Managers.

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.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and a Unit Owner will not be liable for the payment of any other Unit's taxes. Each Unit may be separately mortgaged. No Unit is subject to the lien of any mortgage placed on any other Unit in the Condominium.

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 personal occupancy and there may always be a substantial percentage of owners who are non-residents.

Although the Board of Managers will carry fire insurance covering the Buildings and public liability insurance, Unit owners are encouraged to carry insurance covering the interior of their Units and any personal property therein. Additionally, Unit Owners will be responsible for the repair and maintenance of the interior of their respective Units. The Board of Managers will be responsible for the maintenance and repair of all Common Elements.

The Condominium is subject to and complies with the New York Condominium Act.

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.

B. DEFINITIONS

The following terms shall be defined for the purposes of this Plan as follows:

Board of Managers: The Board of Managers of the Condominium, as created by the By-Laws to govern and manage the affairs of the Condominium.

By-Laws: The by-laws governing the operation of the Condominium. The By-Laws are included in this Plan in Part II, Exhibit G.

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

Common Charges: Each unit's proportionate share of the Common Expenses in accordance with its Common Interest.

Common Elements:

(a) The land on which the building is located;

(b) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, and entrances and exits of the building;

(c) The basements, cellars, yards, gardens, recreational or community facilities, parking areas and storage spaces;

(d) The premises for the lodging or use of janitors and other persons employed for the operation of the property;

(e) Central and appurtenant installations for services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;

(f) The elevators, escalators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;

(g) Such facilities as may be designated as common elements in the Declaration; and

(h) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

Common Expenses: Expenses of operation of the Condominium and all sums designated As Common expense by or pursuant to the provisions of the Condominium Act, the Declaration or the By-Laws.

Common Interest: The proportionate, undivided interest in fee simple absolute appurtenant to each Unit of the Condominium

Condominium: The Lighthouse Condominium.

Condominium Act: Article 9-B of the Real Property Law of the State of New York, as amended.

Declaration: The instrument by which the Property is submitted to the provisions of the Condominium Act and such instrument as from time to time amended, consistent with the Condominium Act and the By-Laws.

Property: The land, the buildings and all other improvements located at 1769 East 13th Street, Brooklyn, New York 11229.

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

Purchaser: A purchaser of a Unit under a Purchase Agreement.

Sponsor: 1769 East 13th Street, LLC, a New York limited liability company, having an office at 1526 49th Street, Brooklyn, New York 11219.

Unit(s): Any unit in the Building designated as such in the Declaration.

Unit Owner(s): An owner of any Unit.

All other capitalized terms used in Part I of the Plan which are not separately defined in Part I shall have the meanings ascribed to them in the Condominium Act, By-Laws or in the Declaration, as the case may be.

C. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Building is located at 1769 East 13th Street, Brooklyn, New York 11229. The Building is located on a plot of land that has an area of approximately 4,000 square feet and is located on East 13th Street and Avenue R. The property is located in an R7A Zoning Use District as established by the City of New York, which zoning district, according to the Sponsor's engineer, Steven I. Schneider, P.E., permits the construction and use of the Property as a seven (7) story building with a cellar, consisting of eleven (11) Residential Units and three (3) Parking Units as herein contemplated. For more information see the Floor Plans included in this plan as Part II, Exhibit E. The Building Plans are available for inspection at the Sponsor's Office.

The Units, the Building containing them and all other improvements will comply with all applicable rules, regulations, laws and other requirements of all governmental authorities having jurisdiction thereof including those governing zoning and construction, and the sponsor and all other persons engaged by the sponsor in connection with this plan have complied and will comply with all applicable laws, rules, regulations and other governmental requirements pertaining thereto including but not limited to the City of New York. The Sponsor must obtain at least a temporary certificate of occupancy prior to the closing of title to a Unit.

This offering covers a newly constructed building. Work on the building is scheduled for completion in December of 2015. The Building will be constructed substantially in the manner set forth in the Building Plans filed with the City of New York, which Plans will not be changed so as to adversely affect the Unit Owners.

Sponsor shall provide the following kitchen fixtures, appliances and equipment: (a) formica or wood laminate, wall and base cabinets and formica or wood laminate countertops; (b) stainless steel sinks by Crane or equivalent, with faucet by Delta model number 400 or equivalent; (c) one refrigerator by Frigidaire, model number LGHT1837 LP or equivalent, and (d) one, four burner gas range manufactured by Frigidare, model # FGF 368 or equivalent. Dishwashers and additional kitchen appliances will be the responsibility of the Unit Owners at an additional cost. Sponsor shall provide a GE washer and dryer within each unit, the model of which shall be determined solely by Sponsor.

The parking units will be located at the first floor, grade level towards the rear of the building. There will be a common, enclosed recreation area and entrance lobby located at the first floor level. There will also be a common open recreation area located at the roof above the seventh floor level. There will be a swimming pool, whirlpool tub, sauna, steam room and showers at the cellar level.

For a detailed description of such data, see the Description of Property in part II of the plan. Substantial completion of the construction of the Building except for extra work ordered by a Unit Owner is expected by approximately December 1, 2015, barring any strikes, material shortages, acts of God or other unforeseen delays beyond the control of the Sponsor.

D. LOCATION AND AREA INFORMATION

The Condominium is located at 1769 East 13th Street, Brooklyn, New York 11229, between Quentin Road and Avenue R. The property is located in the Homecrest section of Brooklyn, which provides a diversity of cultural, religious, educational and shopping facilities. In addition, the property affords easy access to all forms of public transportation.

Water supply, sanitary sewers, and storm sewers servicing the Building are provided by the City of New York and will be billed as a Common Charge.

Natural gas will be provided by the National Grid and will be used for cooking and heating. Each Unit will be separately metered and billed directly.

Electricity will be provided by the Consolidated Edison Company. Each Unit will be separately metered and billed directly.

Telephone service will be provided by the Verizon Company, and each Unit will be billed directly.

Refuse disposal will be provided by the New York City Sanitation Department.

New York City requires the installation of carbon monoxide detectors by owners of multiple dwellings.

The Property is located within an R7A zoning district, which according to Sponsor's engineer, Steven I. Schneider, P.E., permits the use of the Property as an seven (7) story building with a cellar consisting of eleven (11) Residential Units and three (3) Parking Units, as herein contemplated.

SCHEDULE A – OFFERING PRICES AND RELATED INFORMATION

ESTIMATED COSTS FOR THE FIRST YEAR OF CONDOMINIUM OPERATION
EXPECTED TO COMMENCE DECEMBER 1, 2015

THE 1769 EAST 13TH STREET CONDOMINIUM

Unit	(1) Bedrooms And Baths	Approx. Total Square Footage of Habitable Space in Unit	Approx. Total Square Footage of uninhabitable Space in Unit	(2) Percentage of Common Interest	(3) Offering Price	(4) Projected Monthly Common Charges for 1st Year	(5) Projected Monthly/Annual Real Estate Taxes for 1st Year without 421-a benefits	(6) Projected Total Monthly Carrying Charges without 421-a Benefit	(5) Projected Monthly/Annual Real Estate Taxes with 421-a Benefits for 1st Year	(6) Projected Total Monthly Carrying Charges with 421-a Benefit
2A	2/2	1120		8.25	$784,000	$554.07	$388.86/$4,666.36	$942.93	$21.20/$254.44	$575.27
2B	2/2	1120		8.25	$784,000	$554.07	$388.86/$4,666.36	$942.93	$21.20/$254.44	$575.27
3A	2/2	1206	B: 86	8.50	$844,200	$570.87	$400.65/$4,807.77	$971.52	$21.20/$254.44	$592.07
3B	2/2	1206	B: 86	8.50	$844,200	$570.87	$400.65/$4,807.77	$971.52	$21.20/$254.44	$592.07
4A	2/2	1206	B: 86	8.50	$844,200	$570.87	$400.65/$4,807.77	$971.52	$21.20/$254.44	$592.07
4B	2/2	1206	B: 86	8.50	$844,200	$570.87	$400.65/$4,807.77	$971.52	$21.20/$254.44	$592.07
5A	2/2	1206	B: 86	8.50	$844,200	$570.87	$400.65/$4,807.77	$971.52	$21.20/$254.44	$592.07
5B	2/2	1206	B: 86	8.50	$844,200	$570.87	$400.65/$4,807.77	$971.52	$21.20/$254.44	$592.07
6A	2/2	1206	B: 86	8.50	$844,200	$570.87	$400.65/$4,807.77	$971.52	$21.20/$254.44	$592.07
6B	2/2	1206	B: 86	8.50	$844,200	$570.87	$400.65/$4,807.77	$971.52	$21.20/$254.44	$592.07
PH	3/2.5	2284	B: 41/R: 425	9.50	$1,598,800	$638.02	$447.78/$5,373.39	$1,085.80	$23.70/$284.37	$661.72
P1	N/A	153		2.00	$75,000	$134.32	$94.27/$1,131.24	$228.59	$4.99/$59.87	$139.31
P2	N/A	153		2.00	$75,000	$134.32	$94.27/$1,131.24	$228.59	$4.99/$59.87	$139.31
P3	N/A	153		2.00	$75,000	$134.32	$94.27/$1,131.24	$228.59	$4.99/$59.87	$139.31
	TOTAL			**100%**	**$10,145,400**	**$6,716.08**	**$4,713.51/$56,562**	**$11,429.59**	**$250.67/$3,008.38**	**$6,966.75**

Units 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B have as a balcony attached to their unit as a limited common element. Unit PH has roof terrace and a balcony attached to their unit as a limited common element. These limited common elements may not be legally used as a bedroom or living room, to do so may result in a building code violation issued for the building.

1. The number of rooms listed for each Unit equals the number of "rooms" to be counted for a particular apartment for lot area requirements according to the Zoning Restriction of the City of New York. This basis of calculation is commonly known as the "zoning law" room count. Floor Plans are included in Part II of the Plan.

The approximate indoor floor area of each Unit has been measured from the exterior Building walls or glass windows at the Building line and/or Property line enclosing the Unit, or from the midpoint of the interior Demising Walls separating the Unit from another Unit, or from the public side of the interior Demising Walls separating the Unit from the public corridors or public stairs, or from the mechanical space side of interior Demising Walls separating the Unit from mechanical equipment space or any other Common Elements. Columns and mechanical pipes and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. The floor area occupied by Common Elements bordering or within a Unit (such as the Building's façade or exterior walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the computation of the floor area of the Unit, but such Common Elements are not part of the Unit. As a result, the square footages shown are taken from points behind the walls enclosing the Unit and significantly exceed the Unit's usable floor area. Minor inaccuracies in a Unit's square footage will not excuse a Purchaser from completing the purchase of a Unit without recourse against the Sponsor, or reduction in the price. Since the areas listed in Schedule A were not calculated from measurements from the interior surfaces of interior walls, the actual floor areas if the units will be significantly less than the areas listed in Schedule A.

2. These prices have been set by the Sponsor. Prices are not subject to the approval of any governmental agencies. Sponsor's right to make changes in Offering Prices is set forth in the section of the Plan entitled "Changes in Prices and Units." For closing costs payable by Purchasers (in addition to the prices), and adjustments at closing, see the section of the Plan entitled "Unit Closing Costs and Adjustments".

3. The common interest of each Unit has been 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 pursuant to Sec. 339-i of the Real Property Law of the State of New York.

4. Common charges have been estimated by the Sponsor and include insurance, electricity for the common areas and maintenance and operation of the Common Elements. If a purchaser obtains financing, the purchaser's debt service payments will be an additional expense. Common Charges exclude repair and decoration to the inside of a Unit, utilities for each Unit and insurance for personal belongings. See Schedule B-1 for estimated individual energy costs during the first year of operation.
5. The Sponsor expects to obtain a substantial real estate tax exemption under Section 421-a

of the Real Property Tax Law of the State of New York ("421-a"). According to Moseson & Associates Corp., the Sponsor's real estate tax consultant, 100% of tax increased assessed value of the Property resulting from the improvement therein (i.e. the assessed value above the pre-construction assessed value) should be exempt from taxation during construction (not to exceed three (3) years) and during the eleven (11) years following completion of construction. Beginning in the twelfth (12^{th}) year following completion of construction, the percentage of exemption decreases by 20% each year for a period of four (4) years. Full taxes are payable in the sixteenth (16^{th}) year following completion of construction. The Sponsor has obtained an opinion Moseson & Associates Corp., which is contained in Part I of this Plan, as to the likelihood and amount of tax benefits.

Notwithstanding the foregoing, there can be no guaranty or assurance that the criteria for obtaining Section 421-a benefits will be satisfied or, even if they are satisfied, that the Sponsor's application for an exemption from real estate taxes will be granted. Thus, the Sponsor has provided projections of real estate taxes both assuming that Section 421-a benefits will be available and assuming that they will not be available.

The projected real estate taxes (assuming the 421-a exemption is granted) are based upon the (i) pre-construction taxable assessed valuation of $23,286 and (ii) a tax rate of 12.855%.

The projected real estate taxes (assuming the 421-a exemption is not granted) are based upon a (i) taxable assessed valuation of $440,000 and (ii) tax rate of 12.855%, which valuation and tax rate have been estimated by Moseson & Associates Corp., the Sponsor's real estate tax consultant.

Each Unit will be taxed as a separate tax lot for real estate purposes. A Unit Owner will not be responsible for the payment of real estate taxes assessed against other Units, nor will a Unit be subject to a lien arising out of the nonpayment of real estate taxes assessed against other Units. See the section of the Plan entitled "Real Estate Taxes."

6. The Sponsor is not offering and has not procured mortgage financing. As a result, the projected monthly carrying charges for financing have not been included in Schedule A. In the event a Purchaser obtains a mortgage, his monthly carrying charge will increase. Any Purchaser who applies for a mortgage from a lending institution should check with that institution as to the monthly mortgage costs as well as any closing costs that the Purchaser will be obligated to pay the lending institution. Carrying charges exclude repair and decoration to the inside of a Unit, utilities for each Unit and insurance for personal belongings.

7. For income tax purposes, Owners who itemize their deductions should be entitled to an annual deduction for real estate taxes as well as mortgage interest paid, if any, with respect to their Units. The deductible amount may vary due to changes in assessed

valuations of Units, in tax rates or in the method of assessing real property which may result in a change in real property taxes, or such other changes as may reasonably be expected to affect tax deductions. The interest portion of monthly mortgage payments made by Owners who obtain mortgage financing for their Units, and designate same as primary or secondary qualifying residence is also deductible for tax purposes by persons who itemize deductions. The portion of the debt service deductible for income tax purposes may vary in subsequent years due to financing related changes such as changes in the interest rate on an owner's mortgage, if any, the interest rate on a refinanced mortgage, or the allocation of constant debt service payments between interest and principal.

8. The following Limited Common Elements are deemed to be Irrevocably Restricted Areas for the exclusive use of the respective Unit Owners. All square footage measurements are approximate.

Unit	Irrevocably Restricted Limited Common Elements	Approximate Square Footage
3A	Balcony	86
3B	Balcony	86
4A	Balcony	86
4B	Balcony	86
5A	Balcony	86
5B	Balcony	86
6A	Balcony	86
6B	Balcony	86
PH	Balcony/Roof Terrace	41/425

F. SCHEDULE B

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION
BEGINNING DECEMBER 1, 2015

PROJECTED INCOME	
Common Charges	**$80,593**
PROJECTED EXPENSES	
Labor (1)	$6,000
Cooking, Heating & Hot Water (2)	$1,626
Electricity (3)	$18,960
Water & Sewer (4)	$12,100
Repairs, Maintenance & Supplies (5)	$7,500
Pool Maintenance & Supplies (5)	$16,113.50
Insurance (6)	$6,250
Management Fees (7)	$-0-
Legal Fees & Audit Fees (8)	$1,500
Contingency (9)	$4,000
Reserve Fund (10)	$6,544
TOTAL:	**$80,593**

In the event the actual or anticipated date of commencement of condominium operation differs from the budget year projected herein by more than six (6) months, this Plan will be amended to include a revised budget. If such amended budget exceeds this budget by at least 25%, the Sponsor will offer all Purchasers the right to rescind their Purchase Agreement in a reasonable period of time that is not less than fifteen (15) days after the date of presentation of the amended budget, whether or not the Sponsor offers to guarantee this budget. Sponsor will return any deposit to Purchasers who rescind within a reasonable period of time.

FOOTNOTES TO SCHEDULE B

1. Labor

The condominium will be staffed by a part time superintendent, working approximately 10 hours per week. The superintendent will be non-union. The budgeted figure includes an additional 15% (approximately $400.00) to cover and pay for all social security, disability, unemployment insurance, payroll taxes, and all other benefits required by local, state and federal law. Although the Sponsor has reserved the right to rent, without limitation, and since the Plan can be declared effective with two (2) unit sales, the building may have 9 rental units at which point either the Sponsor must perform all janitorial services, there be a superintendent who resides at the premises or within 200 feet of the building, or that the Sponsor provide for a janitorial service to be available 24/7. Should this occur then the budget must be increased to provide for this additional expense (approximately 105,000.00 per year). Since the Sponsor is committed to selling all of the units, there is no requirement at this time to increase the budget to provide for 24/7 janitorial services or a full time superintendent.

2. Cooking, Heating & Hot Water

The cost per year for domestic hot water is approximately $252.52 per unit, has been passed upon by PL Engineering PC. and is made on the basis of the average estimated use multiplied by the estimated electric cost of approximately $.934 per Therm plus taxes and adjustments. The amount is based on the current tarrifs plus an estimated 10% increase adjusted for inflation.

Please see Schedule B-1 for a projection of individual cooking, heating & hot water charges.

3. Electricity

The figures for electricity are based on the projections of PL Engineering, dated March 4, 2015, and is made on the basis of the average estimated use multiplied by the estimated electric cost of approximately $0.19 per KWH including taxes and adjustments. The amount is based on the current tarrifs plus an estimated 10% increase adjusted for inflation. Please see Schedule B-1.

4. Water and Sewer

The Units are not separately metered for water and sewer. There is one meter servicing the entire building. Water and sewer will be billed as a common charge. The figures for water & sewer are based on the projections of PL Engineering, dated March 6, 2015. Please see Schedule B-1.

5. Repairs, Maintenance & Supplies

This estimate is an allowance for elevator maintenance, general maintenance, service contracts, repair and supplies to the Common Elements of the Condominium including plumbing, electrical and miscellaneous items. The estimated figure is based on the cost of maintenance, repairs and supplies for comparable buildings in the area, adjusted to take into account all relevant factors.

The pool maintenance figure is based on a proposal given by Total Swimming Pool Management, Inc., of $16,113.50 for 12 months. This figure includes providing a lifeguard for approximately 15 hours per week, and other personnel, a computer controlled filter system, all chemicals needed to maintain proper balances, insurance and regular pool maintenance.

6. Insurance

The insurance figure is based on an estimate by Total Management Corp. Insurance, dated January 9, 2015, for the following coverage:

General	$1,000,000
Property	$4,000,000
Rents Loss	$120,000
Deductible	$5,000

The foregoing insurance will be adequate to replace the Buildings in the event of total loss and will eliminate the standard co-insurance requirement. Public liability insurance will be in effect at the time of closing. Insurance coverage meets the requirements of any mortgage lender procured by the Sponsor. The policy will provide:

(a) that each Unit Owner is an additional insured party;
(b) that there will be no cancellation without notice to the Board of Managers;
(c) will waive subrogation;
(d) will waive invalidity because of the acts of the insured and Unit Owners; and
(e) will waive pro-rata reduction if Unit Owners obtain additional coverage.

The following items are not included but may be available at extra cost: officer and directors insurance, water damage, elevator collision, excess liability, auto liability, fidelity bond and garage keeper's liability.

Purchasers are advised of the desirability of obtaining additional insurance at their own cost to cover such risks as fire and casualty losses to Unit contents, replacements, additions, fixtures and improvements, and liability coverage for occurrences within the Unit or Limited Common Elements.

7. Management Fees

Sponsor has received an estimate of $11,700.00 per year from Esquire Management Corporation.

Their duties would include the day to day management of the property, supervision of staff (if any), maintenance of bank accounts, 24/7 response to emergency situations, collections and billing, commencement of any legal actions, etc.

For the first year after the conversion to a Condominium, Sponsor will manage the building at no extra charge to unit owners. After the first year it is expected that the Condominium will be self-managed. Should the Board of Managers at any time elect to employ a managing agent it will be an additional cost to the Condominium resulting in an increase in Common Charges.

Activities that the Unit Owners will need to perform if there is no managing agent include maintenance of bank accounts, collection and payment of Common Charges, processing individual Unit sales, supervision of Condominium employees (if any), day-to-day operation of the Condominium, compliance with governmental laws, filing of tax returns, enforcement of Condominium rules, seizure and sale of delinquent Units and response to Unit Owner complaints, questions or issues.

8. Legal Fees & Audit Fees

The budget includes an allowance of $1,000 for miscellaneous, but not major, legal fees.

The budget includes an allowance of $500 for CPA fees. This fee entails the preparation of the Condominium's annual financial statement and preparation and filing of tax returns by Benjamin Rosenstark, CPA, PC. While the Sponsor is in control of the board, this financial statement must be certified.

9. Contingency

This amount is provided for any unanticipated expenses or unanticipated increases in the projected expenses.

The contingency does not include a reserve for capital expenditures, however, the Board of Managers may decide to use it as such.

10. Reserve Fund

This amount is provided as a reserve for capital expenditures to common areas.

G. SCHEDULE B1 -
BUDGET FOR INDIVIDUAL ENERGY COSTS

Year Beginning December 1, 2015

	Estimated Electric	
Unit	KWH	COST
2A	1,279	$ 1,995.24
2B	1,279	$ 1,995.24
3A	1,279	$ 1,995.24
3B	1,279	$ 1,995.24
4A	1,279	$ 1,995.24
4B	1,279	$ 1,995.24
5A	1,279	$ 1,995.24
5B	1,279	$ 1,995.24
6A	1,279	$ 1,995.24

6B	1,279	$1,995.24
PH	1,279	$1,995.24

The above estimate of the cost of electricity for individual consumption has been passed upon by PL Engineering PC, by estimate dated March 4, 2015, and is made on the basis of the average estimated use multiplied by the estimated electric cost of approximately $0.19 per KWH including taxes and adjustments. The amount is based on the current tarrifs plus an estimated 10% increase adjusted for inflation.

The cost per year for domestic hot water is approximately $252.52 per unit, has been passed upon by PL Engineering PC. and is made on the basis of the average estimated use multiplied by the estimated electric cost of approximately $.934 per Therm plus taxes and adjustments. The amount is based on the current tarrifs plus an estimated 10% increase adjusted for inflation.

Although the Sponsor is under obligation to provide accurate information to prospective Purchasers, factors beyond its control may substantially affect the cost of electricity and/or gas after the purchase of a Home or in subsequent years. Sponsor represents however, that it has followed the plans and specifications provided by the manufacturer of the appliances together with the recommendation of the manufacturer and other experts to enable these items of equipment to operate at optimum efficiency at the lowest cost. Further, that it has not been induced to select the appliances etc. described herein on the basis of any financial inducement other than the cooperative advertising and price of the system made to it by the manufacturer or distributor of the system or by the supplier of energy to be used in connection therewith or by any of their agents or employees.

H. SCHEDULE C - COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)(1)(iv)

March 10, 2015

New York State Department of Law
120 Broadway
New York, NY 10271

Re: The Lighthouse Condominium Offering Plan
Compliance with Real Property Law Section 339(i)(1)(iv)

Dear Sir/Madam:

I am the attorney for the Sponsor and I am familiar with cooperative and condominium offering plans and preparing contracts of sale and closing title to the units in the respective offering plans and as such have the requisite experience to prepare this compliance letter. I am not the selling agent or managing agent for this property.

I have reviewed the pertinent data with respect to the floor area, relative values of the units, and other pertinent information with respect to the units. Based on these factors, and the certification of Sher Estates LLC, as to the allocation of common interest is being made pursuant to Real Property Law section 339-i(1) subparagraph (iv) which provides:

> "(iv) The determination of percentages of Common Interest allocated to each unit is based upon floor space, subject to the location of such space, and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements or exclusive or shared use, and the overall dimensions of a particular unit"

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

Sincerely,

I. CHANGES IN PRICES AND UNITS

The offering prices set forth in Schedule A may be changed only by a duly filed amendment to the Offering Plan when the change of price is an across-the-board increase or decrease affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual purchaser.

Prices and all other terms of sale are negotiable and the Sponsor may enter into an agreement with an individual purchaser to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment.

No change will be made in 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 an amendment to the Offering 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 and the Purchaser is not in default.

Unless all Purchasers consent, no material change will be made in size and no material adverse change will be made in the quality of Common Elements.

J. PROCEDURE TO PURCHASE

Purchase Agreement; Down Payment

A person desiring to purchase a Unit in the Condominium, or the authorized parties thereof if the person is other than a natural person, shall be required to execute in duplicate a contract to purchase ("Purchase Agreement"), in the form of Exhibit A in Part II, and return it to the Selling Agent, together with a check in the amount of ten percent (10%) of the purchase price ("Down Payment"), drawn to the order of "Boris Saks Esq., PLLC, as attorney." All checks delivered in payment of the Down Payment shall be subject to collection and if any check is returned for insufficient funds or any other reason, Sponsor shall have the right, but not the obligation, to cancel the Purchase Agreement. Within thirty (30) days of receiving two copies of a Purchase Agreement, both executed by Purchaser, together with the required Down Payment, Sponsor must either accept the Purchase Agreement by returning to Purchaser a fully executed copy of the Purchase Agreement or reject the Purchase Agreement by returning to Purchaser the Down Payment tendered. If Sponsor takes no action within said thirty (30) day period, the Purchase Agreement shall be deemed null and void and Sponsor shall return the Down Payment to Purchaser.

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, and all funds paid by Purchaser shall be handled in accordance with said statutes and regulations.
The law firm of Boris Saks PLLC, with an address at 1732 East 12th Street, Brooklyn, New York 11229, telephone number (718)998-1800, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorney to serve as signatory: Boris Saks, Esq. The designated signatory is admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatory 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 name of the account is entitled "Boris Saks Esq., - Attorney Escrow Account/IOLA" (the "Escrow Account"), and has been opened with JP Morgan Chase Bank at its branch located at 1100 Kings Highway, Brooklyn, New York 11229. This bank is covered by federal bank deposit insurance to a maximum of $250,000 per individual deposit.

The account is an IOLA account with no interest accrued to the benefit of either a Purchaser or the Sponsor. An IOLA is a special segregated escrow account maintained by an attorney. Interest on an IOLA account is paid to the State of New York.

All instruments shall be made payable to or endorsed to the order of "Boris Saks, Esq., PLLC."

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 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 Escrow Agreement attached in Part II of this Offering Plan.

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

Release of Funds:

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

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

The Escrow Agent shall release the Deposit if so directed:

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

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

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

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of

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

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

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

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

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 in 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.

The Escrow Agent will maintain all records concerning the escrow account for seven years after the release of funds.

Time of the Essence

TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD.

"Time is of the essence" means that if such default is not cured within thirty (30) days after Sponsor gives written notice to the Purchaser, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement. In such event the Down Payment, together with accrued interest, if any, and any other monies held in the Escrow Account shall be paid over to Sponsor

as and for liquidated damages, the Purchase Agreement shall become null and void and Sponsor shall have the right to immediately offer for sale the Unit which was the subject of such Purchase Agreement. Alternatively, but not by way of an election of remedies, Sponsor may institute a legal proceeding to compel the Purchaser to perform his or her obligations under the Purchase Agreement.

Notice of Closing of Title; Balance of Purchase Price

After the Plan had been declared effective the Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each purchaser stating the date of the first closing and setting such Purchaser's closing date. Such notice will be served in compliance with the service provisions contained in the Attorney General's regulations no less than thirty (30) days before the date set for the closing of the Units. This notice period may be waived by Purchasers. The notice shall provide that the balance of the purchase price shall be due at closing of title. The notice to Purchaser shall also specify when Common Charges will be due and payable. All closings will take place at the Sponsor's office.

AT THE CLOSING OF TITLE, THE BALANCE OF THE PURCHASE PRICE MUST BE PAID BY (i) UNENDORSED CERTIFIED, TELLER'S OR CASHIER'S CHECK PAYABLE AT THE DIRECTION OF SPONSOR.

All checks must be drawn on a bank or trust company which is a member of the New York Clearinghouse Association or any successor organization.

Date of First Closing

Sponsor expects the first closing of a Unit to occur on or about September 1, 2015. If such date is delayed twelve (12) months or more, within (20) days following the expiration of such twelve (12) month period , the Plan will be amended to offer Purchasers the right to rescind.

Default

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

Power of Attorney

Simultaneously with the closing of title to a Unit, Purchaser will be required to sign a Power of Attorney to the Board of Managers of the Condominium.

A copy of the Power of Attorney is attached as Exhibit C.

Right of Rescission

Purchasers who have not had an opportunity to review the Offering Plan and any filed amendments for at least three (3) business days prior to their executing a Purchase Agreement shall be given seven (7) days, after delivering an executed Purchase Agreement, together with the required Down Payment, to rescind the Purchase Agreement and have the full Down Payment refunded promptly. Such rescission must be in writing, addressed and sent to Sponsor, and be postmarked or hand delivered by midnight of the seventh (7th) day subsequent to Purchaser's executing and delivering such Purchase Agreement. Purchasers who execute a Purchase Agreement after having had an opportunity to review the Offering Plan and any filed amendments for not less than three (3) business days prior to their executing a Purchase Agreement shall not be permitted the aforementioned time period to rescind for any reason.

Risk of Loss

The risk of loss from fire or other casualty with respect to each Unit shall remain with Sponsor until the closing of title for the particular Unit. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of a Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to that Unit. Accordingly, any Purchaser, or one claiming by or through Purchaser who takes possession of a Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, such Purchaser will remain obligated to purchase such Unit under the terms of the Purchase Agreement.

PURCHASER SHOULD CONSULT WITH AN ATTORNEY AND/OR AN INSURANCE AGENT AS TO PURCHASER'S INSURANCE NEEDS.

Entry Prior to Closing

Prior to the closing of title to a Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Sponsor or the Selling Agent. Purchaser shall have the right to enter and inspect such Unit prior to the closing of title but shall be obligated to make an inspection appointment with Sponsor or the Selling Agent. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the closing of title thereto.

Mortgage Financing Contingency

The Purchase Agreement is not contingent upon the purchaser's ability to secure financing. However, the Sponsor reserves the right to negotiate with prospective Purchasers all aspects of the Purchase Agreement, including, but not limited to, conditioning the Purchase Agreement upon financing.

Conflict Between Plan and Purchase Agreement

Any conflict between this Offering Plan and the Purchase Agreement will be resolved in favor of the Offering Plan.

No Waiver of Purchaser's Rights

The Purchase Agreement and Offering Plan may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under Article 22-A of the General Business Law

Assignment

Purchase Agreements are not assignable without Sponsor's prior written consent.

A complete copy of the Purchase Agreement is attached as Exhibit A.

K. EFFECTIVE DATE

The sponsor's offer to sell is contingent upon the Plan being declared effective and upon compliance with the relevant conditions and time periods described in the Plan.

The Plan shall be declared effective by an amendment to the Plan.

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 (i.e., two (2) Units).

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) if the Purchaser was not afforded not fewer than three (3) business days to review the Plan and all filed amendments prior to executing the Purchase Agreement; or

(iii) with any Purchaser who is the Sponsor, the selling agent, or the managing agent or is a principal of the Sponsor, the selling agent, or the managing agent or is related to the Sponsor, the selling agent, or the managing agent or to any principal of the Sponsor or the selling agent or the managing agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Office of the Attorney general establishing that the Purchaser is bona fide.

The Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for eighty percent (80%) or more of the Residential Units offered under the Plan (i.e. nine (9) Units).

If the Plan has not been declared effective, the Sponsor has the option to abandon the Plan for any reason whatsoever. If Sponsor opts to abandon the Plan it shall file an amendment with form RS-3, and will refund all monies paid by Purchasers, with interest earned, if any, in full, within five (5) days of the acceptance of filing of the amendment.

Sponsor may not abandon the Plan after effectiveness for any reason other than:

(i) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total offering amount, or

(ii) substantial damage or destruction of the Buildings by fire or other casualty which cannot be cured for less than one-half of one percent of the total offering amount, or

(iii) the taking of any material portion of the Property by condemnation or eminent domain.

The amounts stated in subdivisions (i) and (ii) above exclude any attorneys' fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the sponsor or are a matter of public record.

L. TERMS OF SALE

At closing of title, good and marketable title to the Unit and its appurtenant interest in the Common Elements will be conveyed by the Sponsor to the Purchaser by Bargain and Sale Deed with Covenants against Grantor's Acts, in the form set forth in Part II of this Plan.

The risk of loss for fire or other casualty with respect to each Unit will remain with Sponsor until the closing of title for the particular Unit.

Anything herein to the contrary notwithstanding, closings of Units will take place only concurrently with the issuance of a temporary or permanent certificate of occupancy for the entire project or issuance of a partial, temporary or permanent certificate of occupancy for the Unit closed or the Building in which the Unit is located.

Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at closing free and clear of all liens, encumbrances, and title exceptions other than those described in the Plan and the proposed Unit deed except the following:

1. Any statement of facts which an accurate survey might show provided that they do not render title unmarketable.

2. Any sewer, water, gas, electric, drainage, telephone, cable television or utility easements granted or to be granted hereafter.

3. All of the terms, covenants and conditions of the Declaration, the By-Laws and the Building Plans as they are subsequently filed or recorded and the Offering Plan and any amendment thereto.

4. All easements set forth in the By-Laws and Declaration as they are subsequently recorded and in the Offering Plan and Purchase Agreement including:

   (a) Easements in favor of the Owners of other Units to use the wires, conduits, cable television, and public utility lines located in the Common Elements or in the Unit itself servicing such other Units and/or the Common Elements;

   (b) Easements in favor of the Board of Managers, its agents, contractors or employees to have a right of access to the Unit and to all the Common Elements to inspect, maintain or repair or to make repairs to the Unit to prevent damage to the Common Elements or any other Units, to make repairs to the Common Elements, to any wires, pipes, conduits or cable television system servicing any of the Units or to make repairs to any other Unit;

   (c) Easements in favor of those Units having restricted use to portions of the Common Elements;

(d) Easements for the continuance of encroachments on the Unit and on the Common Elements by other Units or portions of the Common Elements, now or hereafter existing by reason of the rehabilitation of the Units, or hereafter occurring by reason of the settling or shifting of the Units or by reason of the repair and/or restoration by the Board of Managers of the Units or such other Units or such Common Elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings or by reason of an alteration to the Common Elements made by the Board of Managers, so that any such encroachments may remain as long as the Units stand;

(e) Easements in favor of the Residential Unit Owners for access through the basement to the meter room and any other machinery that services the entire Building or the Residential Units.

(f) The rights reserved in the Declaration to establish, grant and create additional utility easements in, under and through the Property, to relocate existing easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company;

(g) Easements for ingress and egress and for construction, installation, operation and maintenance of municipal and private service facilities and utilities;

(h) Right of access of other Unit Owners through the Common Elements to the public streets; and

(i) Easements to the Sponsor and any Sponsor affiliate and their successors, assigns, invitees, licensees, contractors and employees, on, in, over and across the Property in connection with the development, maintenance and/or operation by it or its designees of the Condominium or any projects in the vicinity of the Property or any adjoining properties for (1) the construction installation, maintenance, ingress to and egress from the right to use (in common with Unit Owners) all lines, poles, pipes, flues, chutes, conduits, ducts, cables, wires, sewer and storm drainage facilities, water, sewer, electric, plumbing, heating, gas telephone, cable television and other utility lines servicing or located on the Property, supports, enclosures, fire walls, roofings, footings, floorings, foundations, underpinnings, bearing walls, vents, flues or the like; provided such use does not materially interfere with the use of same by the Condominium; (2) ingress to and egress from all land areas of the Condominium, and the use thereof (in common with Unit Owners) for any lawful purpose; (3) the purpose of exhibiting any model Units and the common properties to prospective purchasers or tenants in any other property in the vicinity of the Property which may be developed by the Sponsor or its affiliate, and (4) the erection, maintenance, repair and replacement from time

to time of one or more signs on the site for the purposes of advertising the sale of Units in the Condominium and the leasing of space in any Unit in the Condominium.

5. The lien of unpaid real estate taxes, water charges or sewer rents, provided same are adjusted at the closing of title.

6. Easements and rights of others, including utility companies, to operate and maintain any underground utility lines and the overhead lines and utility poles.

7. Encroachments of walls, watertables, stoops, areas, cellar, steps, trim, coping foundations fences cornices and similar projections, if any, on, over and under the Property or the streets of sidewalks abutting the Property and the right of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and retaining walls, if any.

8. Standard printed exceptions contained in the form of title insurance policy then issued by the title insurance company insuring Purchaser's title to his/her Unit.

In the event any existing mortgages or construction loans will not be satisfied at or prior to the closing of the first unit, each such mortgagee shall at the time of conveyance of the first unit:

(i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units; or

(ii) subordinate the lien of its mortgage to the Declaration of Condominium;

(ii) release its lien on the condominium Unit being conveyed and its interest in the Common Elements.

All personal property located within the Unit on the date the Purchase Agreement is signed or located within the Common Elements on the date the Declaration is filed, that is owned by the Sponsor or the Owner of the Property, is included in the conveyance unless specifically excepted in the Offering Plan.

The Declaration, By-Laws and floor plans for the Condominium and such other documents, as required by law, will be recorded or filed in the City Register's office prior to the first conveyance of title to a Unit in accordance with The New York Condominium Act.

M. UNIT CLOSING COSTS AND ADJUSTMENTS

The estimated closing costs and expenses to be borne by each Purchaser are as follows:

A. Fee title insurance is available from Capital Abstract at the estimated rates of $402.00 for the first $35,000.00 or fraction thereof of fee title insurance, approximately $6.67 for each additional $1,000 of insurance up to $50,000 or fraction thereof, approximately $5.43 for each additional $1,000 of insurance up to $100,000 or a fraction thereof, approximately $4.36 for each additional $1,000 of insurance up to $500,000 or fraction thereof, approximately $3.98 for each additional $1,000 of insurance up to $1,000,000 or fraction thereof, and approximately $3.66 for each additional $1,000 of insurance up to $5,000,000 or fraction thereof.

B. If Purchaser obtains a mortgage from a lending institution, Purchaser can expect to incur the following costs:

1. Legal fees of the lending institution's attorney;

2. Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as quoted by Capital Abstract effective as of the date of this Plan as follows (please note that the following premium rates are discounted based upon the simultaneous purchase of a fee and mortgage title insurance policies): $103.20 for the first $35,000 or fraction thereof of insurance, approximately $1.66 for each additional $1,000 of insurance up to $50,000 or fraction thereof, approximately $1.36 for each additional $1,000 of insurance up to $100,000 or fraction thereof, approximately $1.09 for each additional $1,000 of insurance up to $500,000 or fraction thereof and approximately $0.99 for each additional $1,000 of insurance up to $1,000,000 or fraction thereof, and approximately $0.92 for each additional $1,000 or insurance up to $5,000,000 or fraction thereof;

3. Mortgage recording tax rates for individual residential condominium units as follows:

(i) 2.05% of the principal debt if under $500,000.00; and

(ii) 2.175% of the principal debt if $500,000.00 or more.

In either case, .25% thereof paid by the mortgage lender, less a $30.00 credit. The mortgage tax credit, if any, received pursuant to Section 339-ee of the Real Property Law will inure to the benefit of Sponsor;

4. Recording fee for recording of the mortgage is $32.00 per document and $5.00 per page;

5. Commitment fee or origination fee, appraisal fee, application fee, credit fee, if any, charged by the lending institution;

Each Purchaser will be free to obtain title and/or mortgage insurance from a title company other than Capital Abstract, Sponsor, however, makes no representation or warranty as to cost, terms or availability of such other title and/or mortgage insurance.

C. Fees for the recording of the deed and power of attorney are approximately $32.00 per document and $5.00 per page.

D. New York State transfer tax of $4.00 per $1,000 of the Purchase Price; and New York City Real Property Transfer Taxes which is calculated as follows for residential units:

1. 1% of the Purchase Price if the Purchase Price is $500,000.00 or less; and

2. 1.425% of the Purchase Price if the Purchase price exceeds $500,000.00.

These taxes are normally an expense of the Seller; however, by contractual agreement they will be paid by Purchaser. As a result, when a Purchaser assumes the obligation to pay these taxes, the amount of such tax will be included in the consideration subject to tax. Purchasers should refer to the footnotes to Schedule A to ascertain the cost and procedure to follow regarding these taxes.

E. In the case of a Unit whose purchase price is $1,000,000.00 or more, each Purchaser shall pay at the Closing the Additional Tax Due on the Conveyance of Residential Real Property of $1,000,000 or more, the 1% so-called "Mansion Tax."

F. An amount equal to two months' common charges to the Condominium's working capital fund.

G. All Purchasers will be required to make a $1,500.00 payment to the Sponsor At closing as partial reimbursement for costs which Sponsor has incurred in preparing and submitting the Offering Plan, including preparation fees, filing fees, registration fees, recording fees, etc.

H. Each Purchaser shall pay $1,800.00 plus disbursements to Sponsor's attorney representing a fee for services in connection with preparing the Unit Deed, the Unit Owner's Power of Attorney, all the transfer documents and for coordinating and attending the closing. In addition, Purchaser shall pay a travel fee in the amount of $500.00 to Sponsor's attorney in the event that the closing of title is held at an office other than the office designated by Sponsor.

I. If the Units have not been separately assessed for real estate tax purposes prior to closing of title to the first Unit, Sponsor shall place in escrow, in the name of the Board of Managers an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six month period following the first closing or until the Units are separately assessed, whichever is shorter. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and shall receive reimbursement from Unit Owners at closing of title.

In addition, should the Purchaser elect to obtain a purchase money mortgage, he may be required by the lending institution to deposit monthly with the lending institution commencing with the closing date a reserve for the payment of real estate taxes. The amount of the deposit will be a multiple of the estimated monthly real estate taxes and will vary in accordance with the date of closing of title to a particular Unit.

J. Each Purchaser shall be responsible for the payment of fees of his own attorney.

The fee title and mortgage title policy premiums and the recording charges set forth above are those in effect as of the date of this offering Plan. If said premiums, charges or rates are subsequently revised by the title company the State or Municipality, each Purchaser shall be required to pay the policy premiums and recording charges in effect as of the date of closing title to his Unit.

The Sponsor anticipates that the only items which will be apportioned at the closing of title to Units will be real estate taxes, water and sewer charges, if any, and Common Charges, if they have been declared due and payable by the Board of Managers of the Condominium. The adjustments will be made as of midnight preceding the date of closing of title. In the event there are any other items which are to be apportioned at closing, said items will be adjusted at closing.

Example of Closing Costs:

A numerical example for the costs set forth in this section of the Offering Plan for a typical apartment (Unit 2A) with a purchase price of $784,000 and a mortgage of $627,200 are estimated as set forth below. Taxes, insurance and recording rates are subject to change.

a.	Title insurance for fee and mortgage, including the simultaneous fee discount:	$ 3,861.00
b.	Recording costs for deed and power of attorney (approximately):	$ 400.00
c.	Mortgage recording tax (including any payment to Sponsor pertaining to mortgage tax credit):	$12,043.60
d.	Recording cost of mortgage (approximately):	$ 400.00
e.	New York City Real Property Transfer Tax:	$11,376.00
f.	New York State Real Estate Transfer Taxes (deed stamps):	$ 3,194.00
g.	Offering Plan Reimbursement fee:	$ 1,500.00
h.	Legal fee of Sponsor's attorney (assuming no travel fee, no assignment and no unauthorized delay in closing by Purchaser):	$ 1,800.00
i.	Contribution to the working capital fund (two months' common charges):	$ 989.72
Total		**$35,564.32**

Other fees which cannot be estimated because they pertain to events outside of Sponsor's control and/or statutory requirement include Purchaser's attorney's fee, lender's attorney's fee, possible commitment fee or loan origination fee, appraisal fee, application fee, credit check fee and monthly Common Charges prospectively from the closing date.

N. RIGHTS AND OBLIGATIONS OF THE SPONSOR

1. The 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.

2. All representations under the Plan, all obligations pursuant to the General Business Law and such additional obligations under the Plan which are to be performed subsequent to the Closing Date will survive delivery of the deed.

3. Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to unsold Unit(s) owned by Sponsor. The Sponsor represents that it has the financial resources to meet its obligations with respect to unsold Units. Sponsor's obligations will be paid for from projected sales and Sponsor's assets which combined are adequate to meet Sponsor's obligations on an ongoing basis. No bond or other security has been posted to secure Sponsor's obligations.

4. Except as set forth below, the risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without abatement in the Purchase Price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Subsequent to the filing of an amendment substantiating effectiveness of the Plan, Sponsor may be required to repair or restore as set forth below. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or his appliances, fixtures and equipment. However, Purchaser does not assume the risk of loss to the Unit if the cause of such loss originated outside this Unit and did not result from the acts of Purchaser or the other occupants of the Unit or Purchaser's guests, invitees or workmen. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his failure to repair the damage shall not excuse him from paying the balance due under the Purchase Agreement and accepting title to the Unit.

With respect to all risk of loss after an amendment substantiating effectiveness of the Plan has been filed but prior to closing, Sponsor is not obligated or liable to repair the damage or restore the Unit other than to repair damage or destruction from fire or other casualty to the Property to the extent of an amount equaling one half of one percent of the Total Purchase Price set forth on the front cover of the Plan (minus certain amounts which Sponsor is required to spend to cure or comply with any work order from an insurer or to cure or comply with a defect in title or hazardous or dangerous condition against the Property which did not exist on the date of acceptance of the Plan). If Sponsor or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage which Sponsor is not required to repair or replace, the Purchase Agreement shall continue in full force and effect, Purchaser will not have the right to reject title to the Unit or to receive a credit against, or abatement of, the Purchase Price, and

Sponsor will be entitled to a reasonable period of time to complete (or to permit the Condominium Board to complete) such repairs or replacements. Purchaser will not be required to repay the balance of the Purchase Price 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 will 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 will promptly, upon receipt, turn them over to Sponsor. The provisions of the preceding sentence will survive the closing.

In the event Sponsor is not obligated to restore or repair as set forth above and 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, the Purchase Agreement will be deemed cancelled and of no further force or effect and Sponsor will instruct its attorneys to return to Purchaser all sums deposited hereunder (with interest, if any) whereupon the parties will be released and discharged from all obligations and liability hereunder except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor will retain the sums as liquidated damages.

5. 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.

6. In the event of a dissolution or liquidation of the Sponsor or the transfer of twenty percent (20%) or more of the total number of Units in the Condominium, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

7. The Sponsor will diligently, expeditiously and at its own cost, build and complete the Condominium substantially in accordance with the building plans and specifications identified in this Plan.

Although the Sponsor intends to use the materials, fixtures, appliances and equipment described herein and in the building plans, the Sponsor reserves the right to substitute materials, fixtures, appliances and equipment of equal or better quality or design for any of those set forth. The Sponsor may not substitute equipment or materials of lesser quality or deign.

Sponsor reserves the right to change the size, location of Buildings or Units and other improvements or Common Elements provided such changes do not 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.

Any material changes must be by an amendment to the Offering Plan.

8. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units, In New York City, it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principles will undertake the responsibility for extending each TCO received proper to expiration thereof, and ultimately for obtaining a FCO covering the entire building within two years for the date of issuance of the first TCO. However, Sponsor and its principles make no representation or guarantee that DOB will issue the FCO within such two year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPLES ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings.

9. A Permanent Certificate of Occupancy for the Building may not be issued prior to closing the first Unit. In such event, the Sponsor is required to maintain all deposits and funds in a special escrow account required by GBL Section 352-e(2-b) unless the Sponsor's engineer, architect or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent certificate of occupancy, in which case the sum exceeding the amount so certified by the Sponsor's engineer, architect, or other qualified expert may be released from the special escrow account.

10. The Sponsor excludes the Housing Merchant Implied Warranty Law (GBL Article 36-B) and all other warranties, express or implied, since same do not apply to this offering.

11. At or prior to the closing of a Unit, Sponsor will assign any manufacturer's warranties with respect to equipment and appliances installed in the Unit to the Unit Owner and assign any warranties with respect to equipment and appliances installed in the Common Elements to the Board of Managers.

12. The Sponsor agrees to pay for the authorized and proper work involved in the

construction and establishment and sale of the Condominium that Sponsor is obligated to complete under the Plan and will cause all mechanics' liens with respect to such construction to be promptly discharged or bonded.

13. The Sponsor agrees to deliver a set of "as-built" plans to the Board of Managers.

14. No bond or other security has been furnished to secure performance of any of the obligations contained in this Section M, including Sponsor's obligations to complete construction of the Condominium.

15. The Sponsor reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Elements of the Condominium for the purpose of completing its construction and sale of the Building and Units and facilities in the Condominium and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. Sponsor also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along any of the Common Elements. Sponsor will be obligated to pay for the cost of any utilities it uses as a result of its use of the easements, licenses, rights and privileges of a right-of-way. The Sponsor reserves the right to continue to use the Common Elements, in its efforts to market Units in the Condominium. Sponsor will be obligated to repair any damages to the Common Elements caused as a result of its use of the easements, licenses, rights and privileges.

16. The Sponsor will be obligated to pay off and otherwise comply with the terms of any building loan mortgage on the entire Property. In the event there is a building loan mortgage after the recording of the Declaration and before or simultaneously with the closing of title to the first Unit, the Unit to which title is being conveyed and its appurtenant interest in the Common Elements shall be released from the lien of the mortgage on the Property. In addition, before the closing of title to the first Unit, all liens and mortgages affecting the Property shall be paid, bonded or satisfied or the Unit being conveyed and its appurtenant Common Interest shall be released therefrom by partial release duly recorded.

17. Pursuant to Section 352-e (9) of the General Business Law, copies of all documents mentioned in this Offering Plan, including without limitation the following, are and will be kept on file at the office of Sponsor set forth on the cover page of this Offering Plan for six years from the date of first closing: this Offering Plan; the proposed Declaration and By-Laws of the Condominium; public liability, fire and casualty policy; and Exhibits submitted to the Department of Law in conjunction with this Plan. A copy of the form of Unit Owner's Purchase Agreement is submitted with this Offering Plan.

18. The Sponsor reserves the right to lease any unsold Units before or after the Declaration has been recorded. Before the plan is consummated, Sponsor may only lease a unit where there is

an interim lease as part of an executed purchase agreement. In such events, Purchasers of any such Units will be purchasing Units that have been previously occupied. Such previously rented Units will be delivered in their "as is" condition.

O. CONTROL BY THE SPONSOR

The Sponsor, as owner of unsold Units, will have voting control of the Board of Managers for two (2) years from the date of conveyance of title to the first Unit or whenever the unsold Units constitute less than fifty percent (50%) of the Common Interests, whichever is sooner. The Sponsor, during this indeterminate period, thus will have control of maintenance, facilities and services to be provided and will determine the Common Charges to be paid by all Unit Owners, including the Sponsor, and the enforcement of the Sponsor's obligations. However, during such control period, the Sponsor will 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. At all times thereafter a majority of the Board of Managers shall be owner-occupants of the Condominium or members of an owner-occupant household who are unrelated to the Sponsor and its principals.

For a period ending not more than five (5) years after the closing of the first Unit or whenever the unsold Units constitute less than twenty-five percent (25%) in number, whichever is sooner, the Sponsor's prior written consent shall be required in order to amend either the Declaration or the By-Laws and to (i) make an addition, alteration or improvement to the Common Elements or to any Unit, costing cumulatively more than $2,500, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire any employee in addition to the employees referred to in this offering Plan, if any, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date the Plan is declared effective, or (v) borrow money on behalf of the Condominium, or (vi) amend the Declaration or the By-Laws.

The first Board of Managers of the Condominium will consist of individuals who are designated by the Sponsor. Within sixty (60) days of the closing of title to the first Unit, a Unit Owner who is independent of the Sponsor will be elected to the Board of Managers by a majority of the then Unit Owners other than the Sponsor to serve on the Board until the first Board of Managers resigns. Within thirty (30) days of the expiration of the voting control period as set forth herein, the Sponsor will call the first annual meeting of the Unit Owners at which time a new Board of Managers unrelated to the Sponsor will be elected. Upon the election of the new Board, the members of the first Board will resign.

The detailed provisions for the management of the Condominium are set forth in the By-Laws, found in Part II of the Plan. The By-Laws contain provisions dealing with the election of the Board of Managers, and Condominium officers, powers of the Board of Managers, voting rights of Unit Owners, assessment of Common Charges, foreclosure of liens for non-payment of Common Charges, management of the Condominium and the use of the Units. The By-Laws provide that the Condominium shall be governed by the Board of Managers, but that the Board of Managers shall have the right to legislate a managing agent to carry out such function. Members of the Board of Managers, as such, shall receive no compensation for their services.

P. BOARD OF MANAGERS

The form of the By-Laws and the Declaration of Condominium referred to in the Plan appear in Part II.

The following is a summary of important sections of the By-Laws and Declaration.

The affairs of the Condominium shall be governed by a Board of Managers. The first Board of Managers shall consist of three (3) Managers designated by the Sponsor, and they are Yakov Rychik (principal of Sponsor), Sam Rychik (principal of Sponsor) and Michael M. Cohen (principal of Sponsor), who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the Unit Owners. Until succeeded by the Managers elected at the first annual meeting of Unit Owners, Managers need not be Unit Owners; thereafter, all Managers other than designees or nominees of the Sponsor shall be Unit Owners. At the first annual meeting of Unit Owners, a maximum of five (5) Managers shall be elected by the Unit Owners. The term of office of each Manager shall be fixed at one (1) year. Separate ballots shall be conducted for each of the three terms of office. Each Unit Owner shall be entitled to cast one vote on each ballot for each Unit he owns. The one (1) nominee of each of the ballots receiving the highest number of votes on their ballot shall constitute the duly elected Board of Managers. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of one (1) year. The Managers shall hold office until their successors have been elected and hold their first meeting. Notwithstanding the foregoing, the Sponsor shall have the right to designate a majority of the Board of Managers until two (2) years from the date of conveyance of title to the first Unit or until the unsold Units constitute less than fifty (50%) percent of the common interest. Thereafter the Sponsor shall have the right to designate one (1) member of the Board of Managers so long as it continues to own at least one Unit.

The By-Laws do not include 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 principals.

Within thirty (30) days after title to the last Unit is conveyed by the Sponsor, but in no event later than the earlier of (i) two (2) years after the closing of title to the first Unit or (ii) whenever the unsold Units constitute less than (50%) percent of the Common Interests, the Sponsor shall call the first annual Unit Owners' meeting. At such meeting, a new Board of Managers shall be elected by the Unit Owners and the former members of the Board shall thereupon resign. Thereafter, annual meetings shall be held on the anniversary of such date in each succeeding year. At such meetings there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws.

Special meetings of the Board may be called by the President on two (2) days notice to each Manager either personally or by telephone, mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least three (3) Managers.

In order to limit the liability of the Unit Owners, any contract, agreement or commitment made by the Board of Managers or Officers of the Condominium shall state that it is made by the Board of Managers as agent for the Unit Owners as a group only and that no member of the Board of Managers or Officers of the Condominium nor individual Unit Owner shall be liable for such contract, agreement or commitment except that every Unit Owner shall be liable to the extent that his proportionate interest in the Common Elements bears to the total liability under such commitment. The Board of Managers and Officers of the Condominium shall have no liability to the Unit Owners in the management of the Condominium except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties except acts of willful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited to the extent that his proportionate interest in the Common Elements bears to the total liability of the member of the Board of Managers.

Officers and Members of the Board of Managers shall serve without compensation.

Managers, other than Sponsor designees, may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Manager, other than a member of the First Board of Managers or a Manager elected or designated by the Sponsor, shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner. Such member shall be deemed to have resigned effective as of the date such ownership ceased. A Manager designated by the Sponsor or its designee may only be removed by the Sponsor or its designee and only they shall have the right to designate a replacement.

Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers.

The Declaration may be amended upon a vote of 80% of the Unit Owners in number and common interest held at a duly called meeting of the Unit owners, provided however, that:

(i) No amendment shall change any condominium parcel, nor a Unit Owner's proportionate share of the Common Charges, nor the voting rights appurtenant to any unit, unless all of the record owner(s) in number and Common Interest thereof and the first mortgagees, if any, of each of these same units agree to such change by recorded instrument;

(ii) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees; and

(iii) No amendment will be effective against the Sponsor or its assignees unless the Sponsor consents thereto in writing.

The By-Laws may be amended upon a vote of 80% of the Unit Owners in number and common interest held at a duly called meeting of the Unit owners, provided however, that:

(i) The notice of the meeting shall contain a full statement of the proposed amendment;

(ii) Said amendment shall be set forth in a duly recorded amendment to the Declaration; and

(iii) No amendment will affect or impair the validity or priority of the Unit Owners' interest and the interests of holders of a mortgage encumbering a Unit or Units to be effective against the Sponsor, its designees or owner of an Unsold Unit unless such Unit Owner, mortgagee or Sponsor shall consent thereto in writing.

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

Sale or Lease of Units by Unit Owners

Each Unit Owner has the right to sell or lease his Unit, provided that he is not in arrears on the payment of Common Charges (except where the payment of such unpaid Common Charges is paid by the Grantee or provided for out of the proceeds of the sale) and provided further that such sale or lease is first offered to the Condominium under the same terms and conditions as the prospective purchasers or lessee has offered to purchase or lease the Unit. See the By-Laws in Part II of the Plan as to the procedure to follow in case of a sale or lease.

Any Unit Owner who wishes to enter into a lease for his Unit shall be required to provide the Board of Managers with a copy of the proposed lease prior to its execution. Any lease entered into must contain a provision that the Lessee is subject to the Declaration, By-Laws and Rules and Regulations of the Condominium. Failure to comply with the above shall be deemed an automatic violation of the By-Laws of the Condominium. See Article VIII Section 10 of the By-Laws regarding other leasing restrictions. A purchaser is free to make a gift of his Unit to anyone during his lifetime or to devise his Residential Unit by wills or to have it pass by intestacy without any restriction, provided, however, that such new Unit Owner shall be bound by and his Residential Unit shall be subject to the foregoing restrictions. No Unit can be sold without a simultaneous sale of the undivided interest in the Common Elements.

The Sponsor or any mortgagee acquiring title to a Unit in a foreclosure can sell or lease a Unit free of any of the foregoing restrictions. Further, the Sponsor may rent a Unit to a purchaser of said Unit if the purchaser so desires, prior to the conveyance of title to said Unit.

The Board of Managers has a right of first refusal with respect to the sale or lease of any Unit, except as set forth in Article VIII of the By-Laws. The Board will notify the Unit owner of its intention to exercise such right within twenty (20) days from the date of receipt of notice from the Unit Owner to the Board of the intended sale or lease. If the Board exercised such right, the closing will occur within forty-five (45) days from the date the Board gives notice to the Unit Owner of its election to accept such offer.

In the event the Board does exercise its right of first refusal, the acquisition or lease of the Unit may be made from the funds deposited in the capital and or expense account of the Condominium or, if such funds are insufficient, the Board may assess each Unit Owner, other than the offering Unit Owner, in proportion to each Unit Owner's interest in the Common Elements, as a common charge, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board may also assess each Unit Owner, as provided above, for maintenance of such Unit. In the event any Units are acquired or leased by the Board the title or lease will be held by the Board or its designees on behalf of all Unit Owners in proportion to their interest in the Common Elements and any sale or lease of such Unit will be made by the Board or its designees on behalf of all Unit owners in proportion to their interests in the Common Elements. Such Units, while owned

or leased by the Board or its designees, may be used for any purpose for which it could be used by an individual Unit Owner. In no event, however, may the Board or its designees at any meeting of Unit Owners vote the votes appurtenant thereto in any election of members of the Board. In any sale or lease of such Unit by the Board of Managers the Board or its designees may not discriminate against any person on the basis of race, creed, color, national origin, sex, disability, age, marital status or other grounds prohibited by law.

Mortgaging of Units by Unit Owners

Each Unit Owner has the right to mortgage his Unit at any time after he acquires title to the Unit in whatever amount and under whatever terms he can obtain, provided that the mortgage can only be taken from a bank, savings and loan association, mortgage company, life insurance company, pension fund, trust company or other institutional lender. Any Unit Owner may, however, upon the resale of his Unit, grant a purchase money mortgage to a purchaser of his Unit. A Unit Owner may mortgage his Unit only if all arrears for common charges, if any, are provided for at the closing of the mortgage.

Common Charges and Assessments

The Board of Managers will prepare and furnish its budget to the Unit Owners and their mortgagees, if requested, annually. Based upon such budget, and any modification thereof, approved by the Board of Managers, all the Unit Owners will be charged for the cost of the operation of the Common Elements of the Condominium in accordance with their interest in the Common Elements as well as submetering, contract allocations and usage. The charges assessed by the Board of Managers ("Common Charges"), in addition to the cost of repairing and maintaining the Common Elements, assessments and other normal operational costs, may include, in the discretion of the Board of Managers, reserves, working capital and other sums necessary to carry on the affairs of the Condominium. In addition, Common Charges may have to be increased as a result of Unit Owners not paying their maintenance charges.

The Condominium has the right to accumulate reserves for capital replacements or other general repairs of the Condominium. However, the Condominium will be taxed on any excess of income over expenses from unrelated sources. An example of unrelated source income includes interest earned on reserve or other invested funds.

Pursuant to Section 339-z of the Real Property Law, the Board of Managers on behalf of the Unit Owners will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers and legal interest thereon prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The lien shall continue in force even after resale of a Unit except that the Board shall, in accordance with the Declaration, release the lien and right to collect unpaid Common Charges against any purchaser of a Unit where such purchase arises out of a foreclosure of a first institutional mortgage when the Board of Managers has been made a party to the foreclosure action.

The Board of Managers may foreclose the lien in the same manner as a mortgage on real property and in doing so shall be entitled to recover all costs incurred including reasonable attorney's fees. The liability of each Unit Owner for the payment of Common Charges thereafter assessed against his Unit shall terminate upon a sale, transfer or conveyance of such Unit in accordance with the provisions of the Condominium Declaration and By-Laws. Further, any Unit Owner may convey his Unit to the Board of Managers or its nominee, on behalf of all other Unit Owners, without any compensation and in accordance with the Declaration and By-Laws and in such event he shall be exempt from any Common Charges thereafter assessed, but not relieved of his obligation to pay his mortgage. However a Unit Owner may not exempt himself from liability for his Common Charges by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

Upon a resale, the purchaser of a Unit shall be liable for the payment of unpaid Common Charges assessed against such Unit prior to the acquisition of such Unit by the purchaser except that a mortgagee who acquires title to a Unit or a purchaser at a foreclosure sale shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges assessed prior to the acquisition of title to such Unit by the mortgagee or purchaser at a foreclosure sale. In such event and in the event of a foreclosure by the Board of Managers of its lien of any Unit for unpaid Common Charges where the proceeds of the foreclosure sale are not sufficient for the payment of such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a common expense.

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

The Sponsor shall be liable for the Common Charges and real estate taxes of all Units to which title has not been transferred to a purchaser commencing when Common Charges are first collected by the Board of Managers. Once title has passed to a purchaser, the purchaser shall be solely responsible for all costs associated with the Unit including but not limited to Common Charges, real estate taxes, any special assessments and all individual utility costs.

Repairs

The cost of repairs to the Common Elements shall be a common expense of the Unit Owners. All maintenance (including electrical repairs and plumbing stoppages in the Units, painting and decorating of the Units), repairs and replacements to the Units including doors abutting a Unit (except painting or maintenance of the exterior surface of windows and doors which open from a Unit which are performed by the Board of Managers) and repairs to pipes, wires and conduits located in and servicing a particular Unit other than as set forth in the Plan shall be made by the respective Unit Owners at their own expense.

In the event that the Unit Owner fails to make any repair or creates any condition which effects the Building in which his Unit is located, the Common Elements, or any other Unit, the

Board of Managers, may, upon notice given in accordance with the provisions of the By-Laws make such repair or correct such condition and charge the Unit for the cost of such service.

In the event it becomes necessary for the Board of Managers to bring any lawsuit or other proceeding to enforce its right to make such repair or correct such condition or to collect any sum due on account thereof, the Board of Managers shall also be entitled to collect reasonable attorney's fees in connection with such suit or proceeding.

The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under the Declaration and By-Laws.

All maintenance, repairs and replacements to the Common Elements of the Property including but not limited to exterior walls of the Buildings, windows, roof and roof members, as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the Common Elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a common expense by all Unit Owners. The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the Common Elements. All maintenance, repairs and replacements to a Unit, whether structural or nonstructural, ordinary or extraordinary, other than to the Common Elements contained therein, will be made by the respective Unit Owners at their expense.

The Board of Managers shall have the right of access to any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained therein or elsewhere in the Buildings or to remedy any condition which would result in damage to any other Unit or the Common Elements, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under this Offering Plan, the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

Additions, Alterations and Improvements

A Unit Owner can make any interior alterations or improvements to the Unit he desires without obtaining the consent of the Condominium so long as such alterations or improvements do not affect the Buildings or any other common element. Non-structural alterations and improvements to Units that do not affect the exterior of the Buildings or the value of other Units, and non-structural alterations to roof terraces which are designated as Irrevocably Restricted

Areas, may be made without the prior approval of the Board of Managers. In the event such alterations or improvements affect the structural soundness of the Buildings the Unit Owner must first obtain the written consent of the Board of Managers.

All work done by a Unit Owner must be done in accordance with all applicable rules regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

The Sponsor shall have the right, without the consent of the Board of Managers, other Unit Owners or the holders of mortgages on Units to make alterations, additions or improvements structural and nonstructural, interior and exterior, ordinary and extraordinary, in, to and upon their Units, provided, however, that in each instance the Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

The Board of Managers will sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such structural addition, alteration or improvement made by the Sponsor or his designee to any Unit, provided, however, that the Board of Managers shall not be subjected to any expense or liability by virtue of the signing of the application or other document furnished to the Board of Managers.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire and casualty insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring the Buildings, including all of the Units and the bathroom, kitchen and laundry equipment initially installed therein by the Sponsor, together with all heating, any air conditioning equipment and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as such interest may appear, in an amount equal to the full replacement value of the Buildings. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each mortgagee or a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine.

In addition to the insurance set herein, a Unit Owner may desire to insure his personal effects and the interior of the Unit itself for fire and liability. Such insurance, if taken by the Unit owner, will be payable by the unit Owner directly.

The proceeds of all policies of physical damage insurance carried by the Board shall be payable to the insurance Trustee if the loss shall amount to more than $25,000 to be applied for

the purpose of repairing, restoring or rebuilding the Buildings unless otherwise determined by the Unit owners, as hereinafter set forth.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by the Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums shall be delivered to all mortgagees of a Unit at least ten (10) days prior to expiration of the then current policies.

The amount of fire insurance to be maintained on the Buildings upon the transfer of title to the first Unit and until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will be in the amount of replacement cost (agreed upon amount) for the entire Buildings. The Board of Managers shall review the amount of fire insurance annually.

A New York Bank or Trust Company shall be the Insurance Trustee unless or until replaced by another bank or trust company in the State of New York, designated by the Board of Managers. In the event that the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall also be a bank or trust company in the State of New York designated by the Board of Managers. The Insurance Trustee shall hold all proceeds of insurance policies in accordance with Section 254.4 of the Real Property Law.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense. The Board of Managers shall also obtain and maintain, to the extent obtainable: (1) fidelity insurance covering all employees of the Condominium who handle Condominium funds; and (2) in order to limit the liability of Unit Owners for personal injury and tort, public liability insurance covering each member of the Board of Managers and except arising out of occurrences within his own Unit, each Unit Owner, in such limits as the Board of Managers may deem proper. The Board of Managers shall review such limits once each year.

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

THE CONDOMINIUM INSURANCE COVERAGE DOES NOT COVER FIRE AND LIABILITY INSURANCE FOR THE PURCHASER'S PERSONAL EFFECTS AND INTERIOR OF THE UNIT. PURCHASERS ARE ADVISED TO SECURE SUCH COVERAGE.

Where a Unit is damaged by casualty and the proceeds of insurance are not sufficient to cover the repair of the damage, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Units will be a Common Charge to all Unit Owners. In order to protect the Unit Owner against the possibility of such common charges, the Board of Managers determines the amount of blanket casualty insurance covering all Units (the cost of such insurance is part of the Common Charges) and reviews the amount of such coverage annually. In the event of damage to or destruction of the Buildings as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair and restoration of the Building and the Board of Managers or the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges. In the event of a casualty loss, the Unit Owners will continue to pay the Common Charges on their Units.

If 75% or more of the Units are destroyed or substantially damaged and 75% or more of the Unit Owners do not resolve to proceed with repair or restoration, the property comprising the Condominium shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceed of insurance policies shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy.

Refer to Schedule B for details of the estimated insurance costs of the Condominium.

Restrictions on Occupancy and Use

There is no restriction upon ownership of a Unit. Occupancy of a Unit, however, may only be for residential purposes in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium. Notwithstanding the foregoing, the Sponsor may, without permission of the Board of Managers, retain ownership of one or more Units for use as models or sales and/or promotional offices in connection with the sale or rental of Units.

The By-Laws of the Condominium contain the following use restrictions: No immoral, improper, offensive or unlawful use shall be made of the Condominium nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Unit Owners, their families, employees, guests and any permitted pets shall not use or permit the use of the Units and Common Elements in any manner that would be illegal, disturbing or a nuisance to other Unit Owners. Except for the Sponsor, no Unit Owner

shall put any advertisement, poster or for sale signs of any kind in or on the Condominium without the consent of the Board of Managers. It is prohibited to hang garments, rugs, etc. from the windows or from the Buildings or to string clothes lines on or over the Common Elements or to use any of the Common Elements, other than those specifically designated, for storage. No Unit Owner shall paint the exterior surfaces of the windows walls or doors opening out of his Unit.

NO DOG, CAT, BIRD, REPTILE OR ANY OTHER ANIMAL SHALL BE KEPT OR HARBORED IN THE BUILDING UNLESS EXPRESSLY PERMITTED IN WRITING BY THE BOARD OF MANAGERS, WHICH CONSENT, SHALL BE REVOCABLE BY THE BOARD. THIS PROVISION SHALL NOT APPLY TO ANY SALE OF A UNIT BY THE SPONSOR.

Other Material Provisions of the Declaration or By-Laws

Ownership of a Unit in the Condominium subjects the Unit Owner to compliance with the provisions of the Declaration and By-Laws as well as any rules and regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The rules and regulations set forth in the By-Laws and Declaration can be found in Part II of the Plan. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws as well as the rules and regulations established therewith.

Please refer to the By-Laws and Declaration in Part II of this Plan.

R. 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 the Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to, any lien arising from the non-payment of taxes on other Units.

If the Units have not been separately assessed for real estate tax purposes prior to closing of title to the first Unit, Sponsor shall place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six-month period following the first closing or until the Units are separately assessed, whichever is shorter. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and shall receive reimbursement from Unit Owners at closing of title.

Until Units are separately assessed, real estate taxes and thus the partial tax exemption will be allocated among the Units based on their respective percentages of Common Interest. However, once Units are separately assessed, there is no assurance that the New York City taxing authority will allocate taxes and the tax exemption among the Units in accordance with their percentages of Common Interest.

Real Estate Taxes Without Benefit of Section 421-a

The estimated monthly costs and charges to be incurred by the owner of each Unit in the first year in which the property will be fully subject to real estate taxes are set forth on Schedule A. The estimate of real estate taxes for the projected first year of operation is based upon the following as determined by Moseson & Associates Corp., the Sponsor's real estate tax consultant. Such estimates are also based upon valuation amounts and tax rates following completion of the construction of the Building. The estimates are (i) a taxable assessed valuation estimate in the amount of $440,000, and (ii) a projected tax rate of 12.855%.

The actual taxes for the Property for the 2013/43 tax year are $2,993 based on a taxable assessed valuation of $23,286 and a tax rate of 12.855% which valuation and tax rate are based upon the condition of the Property as of January 2014. The assessing authority that determines the tax rate and the assessed valuation is the New York City Department of Finance.

Real Estate Taxes with Partial Exemption Under Section 421-a

The Sponsor will apply and use its best efforts to obtain a partial exemption from real estate taxes with respect to the Property pursuant to Section 421-a of the New York Real Property Tax Law. Assuming that the criteria set forth in Section 421-a and elsewhere for the receipt of these benefits (see below) are met, the Units will be eligible for a partial real estate tax exemption during the construction of the Buildings and for a period of fifteen (15) years after the Buildings are considered to be completed for purposes of the statute.

According to Moseson & Associates Corp.,, the Sponsor's real estate tax consultant, 100% of tax increased assessed value of the Property resulting from the improvement therein (i.e. the assessed value above the pre-construction assessed value) should be exempt from taxation during construction (not to exceed three (3) years) and during the eleven (11) years following completion of construction. Beginning in the twelfth (12^{th}) year following completion of construction, the percentage of exemption decreases by 20% each year for a period of four (4) years. Full taxes are payable in the sixteenth (16^{th}) year following completion of construction. The following schedule illustrates the percentage of benefits for the duration of the exemption:

Year(s)	**% of original exemption**
1-11	100%
12	80%
13	60%
14	40%
15	20%

Projected real estate taxes for Units during the first year of Condominium ownership, assuming the Property receives Section 421-a benefits, are based upon an estimate that the aggregate real estate taxes for the Units for such first year will be approximately $2,993. These estimates are based upon a (i) pre-construction taxable assessed valuation of $23,286 and (ii) a tax rate of 12.855%, which tax rate has been estimated by Moseson & Associates Corp.,.

The Sponsor represents that it will keep all records required by The New York City Department of Housing Preservation ("HPD") and will make them available to HPD whenever requested to do so. HPD routinely conducts audits which can result in the reduction or revocation of benefits if proper documentation is not provided.

Upon closing, the Sponsor will make all tax benefit documents available to the Board of Managers for inspection and copying for the life of the benefits. Sponsor will file all applications and timely comply with all procedures required to properly process and maintain the tax benefits.

Notwithstanding the foregoing, no guaranty or warranty is made as to when or whether the application for Section 421-a partial tax exemption benefits will, in fact, be submitted or approved, or as to the amount of any tax exemption benefits that may actually be received. In this regard, Purchasers should note that to the extent receipt of the Section 421-a benefits depend upon the date on which the construction of the Buildings are completed, such receipt would be jeopardized if construction is delayed due to causes within or beyond the Sponsor's control.

If, for any reason (including, without limitation, Sponsor's failure to satisfy any of the criteria for obtaining Section 421-a benefits for the Property, regardless of whether within or beyond Sponsor's control), Sponsor's application to obtain Section 421-a tax exemption benefits for the Property is either not submitted or not approved, the Units will be subject to full taxation and will receive no benefits under Section 421-a. If such eventuality occurs, Purchasers under

this Plan will have no right to rescind their Purchase Agreements, will continue to be obligated to pay their full purchase prices without any offset or credit and will have no claim against the Sponsor by reason of the same. Consequently, Schedule A to the Plan contains projections of monthly real estate taxes and total monthly carrying charges assuming both that Section 421-a benefits will be available to the Property and assuming that such benefits will not be available.

Moseson & Associates Corp., has opined, but does not guaranty, that predicated upon the assumptions and representations stated in his opinion letter and subject to the caveats and conditions described above and in such opinion letter, the Units will be entitled to receive the partial real estate tax exemption benefits available under the Section 421-a program. Moseson & Associates Corp., opinion letter is based solely on the facts and documents referred to therein. The Sponsor, Moseson & Associates Corp., and Boris Saks, Esq., PLLC, counsel to the Sponsor, strongly advise each person who is contemplating the purchase of a Unit to consult with his or her own attorney, accountant, or other financial advisor as to all of such matters (including the partial tax exemption benefits discussed above and in Boris Saks Esq., PLLC's opinion letter). Neither the Sponsor, the Selling Agent, nor Moseson & Associates Corp., guaranty that such partial tax exemption benefits will be allowed to any Unit Owner or Owners. No warranties are made that the laws, the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Moseson & Associates Corp., has based their opinion letter, will not change. In no event will the Sponsor, the Selling Agent, Moseson & Associates Corp., Boris Saks, Esq., PLLC or any other person or firm connected with the offering be liable if it is determined that the Units do not qualify for tax exemption benefits under the Section 421-a program, or, if granted, if such benefits are later reduced or revoked.

Since this Condominium is not located within the statute's geographic exclusion area (421-a[7](a)(ii) it is not required to satisfy the requirements concerning "affordable units". No restrictive declaration concerning affordable units has been recorded against the premises.

Since the building contains less than 50 residential units it is exempt from the prevailing wage requirement.

Sponsor intends that the building shall be exempted from the statutory obligation to register the units as rent stabilized by reason of its condominium status.

The foregoing estimates both with and without Section 421-a partial tax exemption benefits were based on existing tax rates, current City of New York assessing policies and the Sponsor's description of the Buildings to be constructed on the Property. However, no guaranty or warranty is given that the projected amounts, including assessed values and rates, will approximate the actual amounts, that the New York City Real Estate Tax Assessment Bureau will allocate the assessed value by percentage of interest in the Common Elements, or that the assumptions upon with the tax calculations were based will remain valid.

The Sponsor anticipates that the real estate tax rate will increase in future years rather than remain constant. The estimates of projected real estate taxes in this Offering Plan have been

prepared by the Sponsor and cannot be construed as an assurance of the final tax costs, but are merely estimates based upon information available to the Sponsor at this time. Actual assessments may vary depending on such factors as changes in tax rates, method of assessment, etc. In no event will the Sponsor, Sponsor's counsel or Sponsor's consultant be liable to any purchaser under this Plan, nor will any purchaser have the right to rescind his Purchase Agreement, in the event the amount of the taxes and assessed valuation differ from those projected nor if the method of allocating taxes is done in a manner different from that indicated in Schedule A of the Plan.

There are no open tax certiorari proceedings pending with respect to the Property. Each Unit Owner shall designate the Board of Managers as his attorney-in-fact, which power shall be deemed coupled with an interest to act as agent for such Unit Owner in accordance with Section 339-y of the Real Property Law to complain or apply to the board of assessment review of the assessing agency by filing a single complaint on behalf of all such Unit Owners, to commence and prosecute a special proceeding and to seek administrative and judicial review of assessments. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and to charge all such Unit Owners a pro rata share of expenses, disbursements and legal fees, for which charges the Board of Managers shall have a lien pursuant to Section 339(z) of the Real Property Law.

Each Unit Owner shall at the closing of title to his Unit execute an instrument substantially in the form included in Part II, authorizing the Board of Managers and the Sponsor to act on such Unit Owner's behalf.

Moseson & Associates Corp.
769 Empire Avenue
Far Rockaway, NY 11691
Tel. 718-327-5779 Fax 718-327-5737

June 18, 2015

1769 East 13 Street, LLC
Yakov Rychik
1526 49th Street
Brooklyn, New York 11229

RE: 11 units at 1769 East 13th Street, Brooklyn
Block: 6796 Lot: 65

Dear Sir:

You have requested me to advise you with respect to the applicability of The City of New York's program for partial real estate tax exemption under Section 421-a of the Real Property Tax Law and the procedure therefore.

You and your architect have represented to us that:

1. You have commenced construction on the site of the building based on approved building plans issued by the Department of Buildings of the City of New York before May 20, 2014.

2. Upon completion of construction, the Building will be classified as multiple dwellings pursuant to the Multiple Dwelling Law.

3. The Site was unimproved 36 months prior to the commencement of construction (as defined in the site requirements of section 2.5(1) (a) of the Regulations).

4. The building will be substantially used for dwelling purposes for a period of at least fifteen years following its completion.

5. Construction of the building will be completed on or before December 1, 2015.

6. An application for Preliminary Certificate of Eligibility was filed with HPD upon start of construction.

7. Upon completion, the project will consist of a condominium consisting of eleven residential units.

8. The sponsor has applied for the 421-a benefits on July 17, 2014, and has been awarded a Preliminary Certificate of Eligibility on September 29, 2014. (please see attached Preliminary Certificate of Eligibility).

CONCLUSION

Based solely on these representations, and if (i) the building is constructed substantially in accordance with the plans and specifications approved by the New York City Department of Buildings and comply with the requirements of section 421-a, the Regulations and HPD, and HPD is notified of any modifications to the plans for the building or the "sell-out" price; (ii) HPD determines that the property was "underutilized" (pursuant to the provisions of Section 421-a) 36 months prior to commencement of construction; (iii) a preliminary Certificate of Eligibility is issued by HPD after commencement of construction and prior to the issuance of a temporary Certificate of Occupancy; (iv) temporary Certificates of Occupancy for all of the residential areas of the building or permanent Certificates of Occupancy for the building is issued and filed with HPD no later than six months after an application for a Final Certificate of Eligibility is filed with HPD, or prior to December 1, 2015 which ever is earlier; (v) a copy of such Final Certification and of the temporary or permanent Certificate of Occupancy for the residential units is filed with the New York City Department of Finance succeeding the issuance of such Final Certificate of Eligibility; and (vi) there is no change in Section 421-a, the Regulations and decisional law, the Building was approved on 09/29/14 for the partial real estate tax exemption provided under Section 421-a.

The units of the condominium should be entitled to Section 421-a tax benefits under present law. Generally, for predominantly residential buildings, under section 421-a, **65,000 of the new assessed value , per each condominium unit is exempt from taxation during construction and during the eleven (11)years following the first taxable status date immediately following completion of construction.** The exemption declines to 80% of the increased assessed value for the twelfth (12) year and is further reduced by an additional 20% for each of the succeeding years. Following the 15-year period, the Unit Owners will pay real estate taxes based on the full assessed valuation of their Units and the tax rate then in effect, without the benefit of any exemption.

The following table illustrates the percentage of the increased assessed valuation which is exempt per year:

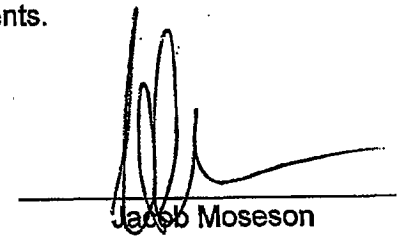
Years	% Exempt
1-11	100%
12	80%
13	60%
14	40%
15	20%
16	0%

The total assessed value of the property (i.e., the aggregate assessment of all units) following completion of construction is estimated to be approximately 440,000. Using the foregoing estimate of assessed value upon completion, assuming completion to be on or before December 1, 2015 and assuming the tax rate remains the same as the current rate (i.e., $12.855, per $100 of assessed value) during the 15 year abatement period and upon completion of construction, and using a pre-construction assessed value of the property of 23,286.00 then upon completion of the 15 year tax abatement the real estate taxes will be approximately $56,562.00. You are advised that this projection is an estimate as it is unlikely that the post-construction assessed value or tax rate will remain constant for the 15- year Section 421-a exemption period. Thus, the actual assessment and real estate tax for each Unit may be more or less than the Unit's proportionate share of the total assessment and tax amount shown. If any of the foregoing requirements or conditions, however, should not be met to the satisfaction of HPD, or if any of the foregoing representations should prove to be inaccurate, then, unless the Regulations are modified to remove or change any requirement or condition that is not met, the building would not qualify for the partial real estate tax exemption provided under Section 421-a.

We have been retained by you to undertake the procedures outlined in this letter and consent to the inclusion of this letter in any offering plan with respect to the project. We make no representations and express no opinion as to whether or not any or all of the requirements and conditions set forth herein will be fulfilled.

Although the estimate of the post completion Actual Assessed Valuation is a good faith estimate, it is not possible to estimate it with any degree of certainty, and thus such assessed valuation when actually made, may be lesser or greater than as estimated. In no event will my firm, the Sponsor, the Sponsors' counsel, the Condominium Board or any other person be liable if the assessed valuation when actually made, is lesser or greater than predicted if the Administrative Code and the applicable rules and regulations of the City of New York are in the future changed or if the facts as represented to my firm prove to be untrue.

As president of Moseson & Associates a real estate tax consulting firm, I have represented homeowners, real estate developers, attorneys, and corporations since 1983 in dealings with the NYC Department of Housing Preservation and Development. I specialize primarily in obtaining Section 421a,421b,ICIP, & J51 tax abatements for my clients.



Jacob Moseson

9. OPINION OF COUNSEL

BORIS SAKS, ESQ., PLLC

COUNSELOR AT LAW

Boris Saks

1732 East 12th Street
Brooklyn, New York 11229

Phone: (718)-998-1800
Fax: (718)-998-1881

July 2, 2015

1769 East 13th Street LLC
1526 49th Street
Brooklyn, NY 11219

Re: The LighthouseCondominium

Dear Sirs/Madam:

We note that the Offering Plan for the above-captioned Condominium states that it is believed that the monthly payments of interest on any mortgage which becomes a lien on a Condominium Unit by a Unit Owner who uses his Unit as his principal residence or the one other residence that he selects pursuant to Section 163(h) (5) (A) (ii) (II) of the Internal Revenue Code of 1986 (the "Code") and the real estate taxes payable by a Unit Owner which are assessed against his Unit by any governmental taxing authority, are a proper deduction in connection with Federal and New York City and State Income Taxes payable by the owner of such Condominium Unit.

We have given this matter careful study and it is our opinion that, pursuant to the provisions of the Internal Revenue Code (See Revenue Ruling 64-31, C.B. 1964-300) and the corresponding provision of the New York State Law (See Section 615 of the Tax Law), such interest payments and the aforesaid real estate payments are proper deductions by the owner of a Condominium Unit, in connection with his Federal and New York City and State income taxes. In addition, certain Unit Owners who are veterans of the United States Armed Forces may be entitled to deductions covering part of the real estate taxes applicable to their Units.

Section 528 of the Code affords certain Condominiums, substantially all of whose Units are used for residences, the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty percent (60%) or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Unit Owners and ninety percent (90%) or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium Properties, which properties, as defined in Section 528 of the Code, include property held by the Condominium commonly held by the members of the Condominium, or property within the Condominium held by the members of the Condominium. Based upon our examination of the Offering Plan and subject to the Condominium actually satisfying the minimum percentage income and expenditure criteria set forth above, it is our opinion that the Condominium will be eligible to be treated as a tax-exempt organization under Section 528 of the Code.

Such an election will exempt from Federal and New York City and State Income Taxation all amounts received by the Condominium from the homeowners as membership dues, fees or assessments. The Condominium will be taxed however, on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve funds, income from concessions and income from dues or fees received from persons other than the Unit Owners. In the event either the Condominium fails to qualify for and elect Section 528 taxation status in any year, it may, to the extent it has any income from unrelated sources or from accumulated revenues received by virtue of dues, fees and assessments received from Unit Owners not expended in any taxable year, be subject to Federal and New York City and State Income Taxation (See Rev. Ruling 74-99, 1974-1 C.B. 131).

We have considered the relevant cases and rulings on the tax status of the Condominium, including Revenue Rulings 74-17, 74-991 73-370 and 75-371. These rulings, under certain circumstances, permit assessments for capital replacements and new or replacement equipment to be excluded from the Condominium's income and be treated for tax purposes as additional capital contributions. In such case, each Unit Owner's assessment for such purposes would add to his tax basis. Although the Condominium described in the Plan may be deemed a taxable entity under such rulings, assuming that assessments for capital purposes, including reserves, are properly designated and accounted for, and that certain other special purpose assessments are properly treated as trust funds, the Condominium should not realize any significant amount of taxable income, other than with respect to incidental investment income, such as interest earned on reserve funds deposited in bank accounts.

Based upon the determination of licensed real estate brokers, it is our opinion that Sponsor has complied with Real Property Law Section 339(i) in assigning the percentage of Common Interest to each Unit. The Common Interest of each Unit has been 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 pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York.

No warranty or representation can be made that the United States Treasury Department, the Department of Taxation and Finance of the State of New York or the Department of Finance of the City of New York, will allow the income tax deductions referred to herein if the tax laws or the regulations issued thereunder or any judicial interpretation to thereof change. Under no circumstances will the Sponsor or counsel to the Sponsor or any person be liable if the United States Treasury Department, Department of Taxation and Finance of the State of New York or the Department of Finance of the City of New York fail to allow the income tax deductions by future changes of fact or law including statutes, regulations, rulings and judicial determinations.

In our opinion, the Condominium will be eligible for tax-exempt status, if it elects such status, and Unit Owners will be entitled to income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel base this opinion will not change. In no event will the Sponsor, the Sponsor's Counsel, the Board of Managers of the Condominium, the selling agent, or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause the Condominium to cease to meet the requirements of Section 528 of the Internal Revenue Code of 1986, as amended, or the New York State Tax Law, as amended, and cause the Unit Owners not to be entitled to income tax deductions.

As discussed in Section "Real Estate Taxes" of the Offering Plan, the Sponsor is applying for and is expecting to obtain approval from the New York City Department of Housing Preservation and Development ("HPD") for tax exemption for the Community under Section 421 of the New York State Real Property Tax Law ("Section 421"). Section 421 and the regulations promulgated thereunder pose certain requirements for the granting of tax exemption with respect to, among other things, whether the land for which an exemption is applied for is vacant and the number of bedrooms to be built on such parcel. Therefore, the Community is exempt from the payment of real estate taxes, on specified percentages of the increased assessed valuation of the Condominium resulting from construction of the Condominium for a period of fifteen years. Said exemptions are to be in the amount of 100% of the increased assessed valuation for the first eleven years after the completion of construction, 80% for the 12th year, 60% for the 13th year, 40% for the 14th year and 20% for the 15th year. At the end of said fifteen year period, Unit Owners will be required to pay real estate taxes on the then full-assessed valuation of their Homes, at the then effective rate, both as determined by the City of New York.

In addition, Section 421-a provides that if the floor area of commercial, community facility and accessory use space within a multiple dwelling exceeds twelve percent of the aggregate floor area of the building, the exemption will be diminished by an amount equal to the percent of the aggregate floor area by which the aggregate floor area of commercial, community facility and accessory use space exceeds twelve percent of the aggregate floor area of the Building. In the event it is determined that the commercial, community facility and accessory use space exceeds twelve percent of the entire building, the amount of the benefits may be reduced. Schedule A to the Offering Plan reflects the estimated taxes with Section 421-a tax benefits and without Section 421-a tax benefits.

Our opinion regarding the partial tax exemption under Section 421-a is based upon information and representations provided by the Sponsor and the following facts: The Sponsor has commenced construction on the site of the building based on approved building plans issued by the Department of Building of the City of New York after July 1, 2008. Upon completion of construction, the building will be classified as a multiple dwelling pursuant to the Multiple Dwelling Law. The building will be substantially used for dwelling purposes for a period of at least fifteen years following its completion. Construction of the building will be completed on or before December 31, 2015. An application for Preliminary Certificate of Eligibility is filed with HPD upon start of construction. Upon completion, the project will consist of a condominium consisting of seven units.

Based solely on these representations, and if (I) the building is constructed substantially in accordance with the plans and specifications approved by the New York City department of Buildings and comply with the requirements of section 421-a, the Regulations and HPD, and HPD is notified of any modifications to the plans for the building or the "sell-out" price; (II) HPD determines that the property was "underutilized" (pursuant to the provisions of Section 421-a) 36 months prior to commencement of construction; (III) a preliminary Certificate of Eligibility is issued by HPD after commencement of construction and prior to the issuance of a temporary Certificate of Occupancy; (IV) temporary Certificates of Occupancy for all of the residential areas of the building or permanent Certificates of Occupancy for the building is issued and filed with HPD no later than

six months after an application for a Final Certificate of Eligibility is filed with HPD, or prior to December 31, 2016 whichever is earlier; (V) a copy of such Final Certification and of the temporary or permanent Certificate of Occupancy for the residential units is field with the New York City Department of Finance succeeding the issuance of such Final certificate of Eligibility; and (VI) there is no change in Section 421-a, the Regulations and decisional law, the Building would appear to be eligible for the partial real estate tax exemption prided under Section 421-a.

The units of the condominium should be entitled to Section 421-a tax benefits under present law. Generally, for predominantly residential buildings, under section 421-a, 100% of the increased assessed value of the property resulting from the improvement thereon (i.e., the assessed value above the pre-construction assessed value) up to $65,000 of assessed value is exempt from taxation during construction and during the ten (10) years following the first taxable status date immediately following completion of construction. The exemption declines to 80% of the increased assessed value of up to $65,000 for the eleven (1 1) years and is further reduced by an additional 20% for each of the succeeding years. Following the 15-year period, the Unit Owners will pay real estate taxes based on the full assessed valuation of their Units and the tax rate then in effect, without the benefit of any exemption.

No warranties or representations are given by this firm that HPD, the Department of Finance of the City of New York or the Tax Commission of the City of New York will allow Section 421-a benefits or that the laws, regulations or interpretations thereof on which this opinion is based will not change. This firm will in no event be liable if the Property is not eligible for partial real estate tax exemption under Section 421-a as a result of changes in the information or oral representations made by the Sponsor or because of any changes in applicable law, regulations, interpretations or decisional law, nor will this firm be liable if the amount of the benefits received are reduced for any reason. In addition, we have not passed upon the accuracy of any figures or estimates contained in the Offering Plan and do not warrant the amount of tax savings if the units receive partial tax exemption pursuant to Section 421-a.

Finally, based on information received from the Sponsor, the percentage of Common Interest among the respective Units as set forth in Schedule A of the Offering Plan is in compliance with Real Property Law Section 339 (1) (ii).

It is our understanding that this letter will be made a part of the Offering Plan of the Lighthouse Condominium.

Very truly yours,

Boris Saks, Esq., PLLC

By: Boris Saks, Member

T. RESERVE FUND

No reserve fund is being established by the Sponsor. In the event there is a need for major capital expenditures, the Condominium will assess a charge to each Unit in accordance with its percentage of Common Interest.

U. WORKING CAPITAL FUND

At each Unit closing the Sponsor shall collect an amount equal to two months of that Unit's common charges from each Purchaser to be paid to the Board of Managers for its working capital ("Working Capital Fund") which shall be used to pay any net closing adjustment owed to the Sponsor by the Condominium Board or for such other appropriate purposes permitted under the Declaration and the By-Laws as well as determined by the Board of Managers in its sole discretion. Adjustments for prepaid expenses between the Sponsor and the board of Mangers may be deducted only from the Working Capital Fund.

While the Sponsor is in control of the Board of Managers, the Working Capital Fund may not be used to reduce projected Common Charges in the Plan.

NO REPRESENTATION IS MADE THAT THE INTIAL WORKING CAPITAL FUND WILL BE ADEQUATE TO COVER CURRENT OR FUTURE EXPENSES, INCLUDING REPAIRS OR REPLACEMENTS

NEITHER THE OFFICE OF THE ATTORNEY GENERAL NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

V. MANAGEMENT

For the first year after the conversion to a Condominium, Sponsor will manage the building at no extra charge to unit owners. After the first year it is expected that the Condominium will be self-managed. Should the Board of Managers at any time elect to employ a managing agent it will be an additional cost to the Condominium resulting in an increase in Common Charges.

Activities that the Unit Owners will need to perform if there is no managing agent include maintenance of bank accounts, collection and payment of Common Charges, processing individual Unit sales, supervision of Condominium employees (if any), day-to-day operation of the Condominium, compliance with governmental laws, filing of tax returns, enforcement of Condominium rules, seizure and sale of delinquent Units and response to Unit Owner complaints, questions or issues.

W. IDENTITY OF PARTIES

Sponsor/Principals of Sponsor

The Sponsor is 1769 East 13th Street, LLC, a New York limited liability company with offices at 1526 49th Street, Brooklyn, New York. The principals of the Sponsor are Yakov Rychik, Sam Rychik and Mike M. Cohen. Sam Rychik who maintains an office at 1526 49th Street, Brooklyn, New York, has 38 years experience in the construction industry including development, design, general contracting and management. Yakov Rychik who maintains an office at 1526 49th Street, Brooklyn, New York, is experienced in all aspects of building development from discovering sites to the everyday construction management. He has been involved in design and technical departments for prestigious firms for several large scale projects around the world. Michael Cohen who maintains an office at 1526 49th Street, Brooklyn, New York, is an attorney focusing primarily on complex litigation and construction/real estate litigation.

Neither the Sponsor nor any of its principals have made any prior offerings of either condominium or cooperative units within the past five years, except that Sam Rychik has been the Principal of the Sponsor for the 1237 43rd Street Condominium, The 1829 & 1833 East 13th Street Condominium and the 1544 East 13th Street Condominium. Mr. Rychik is current in his obligations to other condominiums.

Attorneys

The Sponsor has retained the law firm of Boris Saks, Esq., PLLC, 1732 East 12th Street, Brooklyn, New York 11229 to prepare the Offering Plan.

Professional Engineer

Sponsor's professional engineer is Steven I. Schneider P.E. of Schneider Associates, 866 Johnston Drive, Watchung, New Jersey 07069. Mr. Schneider has extensive experience in residential development.

Selling Agent

The Sponsor is the Selling Agent for the Plan. The Sponsor has no previous experiences as a selling agent for any offerings of condominium or cooperative interests in real property.

X. 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 within three (3) months of the end of each fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

2. Prior notice of the annual Unit Owners' Meeting; and

3. A copy of the proposed annual budget of the Condominium within thirty (30) days prior to the date set for adoption thereof by the Board of Managers; while the Sponsor is in control of the Board of Managers, such budget shall be certified.

Y. DOCUMENTS ON FILE

The Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Office of the Attorney General in connection with the filing of the Plan, on file and available for inspection without charge and copying at a reasonable charge at the office of the Sponsor for six (6) years from the date of first closing. The Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of the closing of the first Unit.

Z. GENERAL

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

The Property has not been the subject of any prior cooperative or condominium offerings. No preliminary binding agreements have been entered into and no money has been collected from prospective purchasers. There have been no market tests pursuant to Cooperative Policy Statement No. 1.

No contracts or written agreements, written or oral, have been entered into for the sale of transfer of any of the units offered in the Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such units, prior to the submission of the Plan to the Department of Law

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

If there is a material amendment to the Offering Plan that adversely affects the Purchasers, Sponsor will grant Purchasers a right of rescission within fifteen (15) days after the date of presentation of the material amendment. The Sponsor will return any deposit or down payment to Purchasers who rescind.

AA. SPONSOR'S STATEMENT OF SPECIFICATIONS OF BUILDING CONDITIONS

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.

1769 East 13th Street, LLC

Dated: Brooklyn, New York
_____, 20____

PART II

EXHIBIT "A"

PURCHASE AGREEMENT ("Agreement")
THE LIGHTHOUSE CONDOMINIUM
1769 EAST 13TH STREET, BROOKLYN, NY 11229 ("Condominium")

Purchaser(s): _____

Address: _____

Telephone No.: _____

Social Security No.: _____

Attorney: _____

Attorney's Address: _____

Attorney's Phone No.: _____

Attorney's E-mail Address: _____

Dated as of: _____

Unit No.: _____ Common Interest: _____%

Total Purchase Price: $_____

Down Payment
(10% of Purchase Price) $_____

Balance Due at Closing $_____

1. Agreement to Purchase. Purchaser agrees to purchase from 1769 East 13th Street, LLC ("Seller") Unit No._____ and a _____% undivided appurtenant interest in the Common Elements of the Condominium upon the terms set forth herein, for the Total Purchase Price shown above. Purchaser is delivering to Seller a check for the Down Payment shown above to the order of "Boris Saks Esq., PLLC as attorney", which Seller acknowledges receiving. If the Down Payment check is not collectible for any reason, this Agreement shall, at Seller's option, be null and void. When Seller delivers the deed for the Unit, Purchaser will give Seller or anyone Seller designates Purchaser's personal certified check or an official bank check payable as per the instructions of Seller, for the Balance Due at Closing shown on the first page, drawn

on a New York City bank which is a member of the New York Clearing House Association. Purchaser understands, however, that this Agreement will not have any legal effect, until Seller has signed a copy of this Agreement and forwarded it to Purchaser, and that Seller has no obligation whatsoever to do so.

2. Definitions. All of the capitalized terms used in this Agreement shall have the same meanings as they do in the Condominium Offering Plan for The Lighthouse Condominium (the "Plan"), unless the context requires otherwise. The term "Purchaser" shall be read "Purchasers" if more than one person is a Purchaser, in which case the obligations of each Party signing this Agreement shall be joint and several.

3. Closing of Title. The closing of title shall take place on no less than thirty (30) days' prior written notice to Purchaser at such place as Seller may designate, at an hour and on a date (the "Closing Date") to be specified by Seller. Such date shall be no earlier than ten (10) days after the date of which written notice is given to Purchaser that the Plan has been declared effective (unless Purchaser and Seller shall agree on an earlier Closing Date). Seller shall have the right, from time to time, to adjourn the Closing Date on written notice to Purchaser. If adjourned, Seller shall fix a new date and time for the closing of title to the Unit and shall give Purchaser not less than five (5) days written notice of the newly scheduled Closing Date. Purchaser shall be entitled to one reasonable adjournment of up to fifteen (15) days, on five (5) days written notice to Seller. In addition to any other rights Seller may have by reason of Purchaser's failure to timely close title when requested, Seller shall be reimbursed by Purchaser for the cost of any real estate taxes and Common Charges which Seller would not otherwise have had to pay if there had been no unauthorized delay in closing of title by Purchaser.

At the closing of title Seller shall deliver to Purchaser a bargain and sale deed, with covenants against grantor's acts, conveying the Unit to Purchaser. Such deed shall be in the form contained in Part II of the Plan, executed and acknowledged by Seller or as directed by Seller in form for recording.

Simultaneously with the delivery of the deed, Purchaser shall cause the proceeds of any mortgage loan to be transferred to the Seller on account of the Total Purchase Price and shall execute and deliver to the mortgagee the note and mortgage, and any other documents required by the mortgagee, as well as any documents required by Seller.

4. Power of Attorney. At the closing of title and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the power of attorney to the Board of Managers in the form contained in Part II of the Plan. Purchaser agrees to deliver such power of attorney to Seller or as directed by Seller at the closing of title for recording and to pay the recording fee thereof.

5. Binding Effect of Declaration, By-Laws, Plan, Rules and Regulations. Purchaser has been afforded at least three (3) full business days to review the Plan, as amended, prior to the signing of this Agreement.

Purchaser hereby agrees to be bound by the Plan, the Declaration, the By-Laws, and the Rules and Regulations.

6. Condition of Title. Seller agrees to convey to Purchaser title in fee simple to the Unit free and clear of all liens and encumbrances other than those set forth in the Plan, specifically in Part I in the section titled "Terms of Sale," and the Exhibits submitted in connection therewith.

Notwithstanding the above, the existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided that a reputable title insurance company licensed to do business in the State of New York shall be willing to insure against collection of same from the Unit herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the Property, not provided for in the Plan or this Agreement, out of the monies to be paid by the Purchaser at the time of closing title.

7. Expenses of Closing and Closing Adjustments. Purchaser will pay the closing costs and expenses referred to in the Section of the Plan entitled "Unit Closing Costs and Adjustments," including, but not limited to, the amount of any credit for mortgage recording tax as set forth in such Section, payment for title insurance, if Purchaser elects or is required by lender to obtain same, recording fees for recording the Deed and Power of Attorney, New York City Real Property Transfer Tax, New York State Transfer Tax, Additional Tax Due on the Conveyance of Residential Real Property of $1,000,000 or more (the 1% so-called "Mansion Tax", if applicable), Seller's attorney's fees for closing the Unit, a reimbursement fee for preparation of the offering plan, and costs associated with obtaining a mortgage loan. The legal fees of Seller's attorneys in the amount of $1,800.00, plus disbursements, will be payable by Purchaser to Boris Saks Esq., PLLC. A further fee $500.00 shall be payable by Purchaser to Seller's attorneys for the work involved for each assignment and/or cancellation of a purchase agreement or contract. Purchaser shall have no right to assign this Agreement without Seller's prior written consent. Any purported assignment of this Agreement in violation thereof shall be voidable at the option of Seller. A legal fee of $500.00 shall be payable for work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth herein. In addition, Purchaser shall also pay at the closing an amount equal to 2 months' common charges for the Unit(s) to Sponsor for the Condominium's working capital fund. Except as otherwise provided in this agreement or in the Plan, real estate taxes and Common Charges and expenses shall be adjusted between Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Seller in excess of $500.00 will be paid by certified check or bank check drawn on a bank or trust company which is a member of the New York Clearing House Association.

8. Agreement Subject to Mortgages. Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage heretofore or hereafter made and any advances heretofore and hereafter made thereon

and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments.

9. Default by Purchaser. If Purchaser shall fail to pay any portion of the Purchase Price when due, fail to close title on the date, hour and place specified by Seller pursuant to Paragraph 3 hereof or fail to perform any of Purchaser's other obligations hereunder, such failure shall constitute a default by Purchaser and Seller may send notice to Purchaser of Seller's intention to cancel this Agreement if such default shall not be cured within twenty (20) days from the mailing date of such notice or fifteen (15) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days of such written notice, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement by notice of cancellation to Purchaser sent after the cure period has expired. In the event that Seller shall elect so to cancel this Agreement, Seller shall certify to its attorneys, Boris Saks, Esq., PLLC, that title has not closed because of Purchaser's default and that Seller has elected to cancel this Agreement by reason thereof, and Boris Saks, Esq., PLLC shall thereupon pursuant to Paragraph 15 hereunder, cause to have paid over to Seller as liquidated damages the Down Payment, and upon such payment being made each of the parties hereto shall be relieved of any further liabilities or obligations hereunder. If this Agreement shall be cancelled by Seller pursuant to the provisions of this Paragraph 9, Seller may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. Boris Saks, Esq., PLLC may rely upon the truth and accuracy of the facts contained in Seller's certification and authority of the person or persons executing the same and shall have no liability as a result of such reliance.

Notwithstanding the above, the Escrow Agent will not release the funds from the escrow account until otherwise directed in:

(i) a writing signed by both Sponsor and Purchaser;

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

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

If there is no written agreement between the parties to release the escrowed funds, the Escrow Agent will not pay the funds to the Sponsor until the Escrow Agent has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be

paid to the Sponsor unless the Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General regulations and has so notified the Escrow Agent in accordance with such provisions.

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

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

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

In the event of a dispute, Sponsor shall apply and Purchasers or the Escrow Agent may apply to the Attorney General for a determination on the disposition of the down payment and any interest thereon. A form for this purpose is attached as Exhibit G of Part II of the Plan and is also available from the Office of the Attorney General. The party applying for a determination shall contemporaneously send all other parties a copy of the application.

10. Notices. Any notice to be given hereunder shall be in writing and sent by registered or certified mail or personal delivery to Purchaser at the address given above or to Purchaser's Attorney's e-mail address given above and to Sponsor at 1526 49th Street, Brooklyn, New York, with copy to Boris Saks, Esq., PLLC, 1732 East 12th Street, Brooklyn, New York 11229 or at such other address as either party may hereafter designate to the other in writing. The date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

11. No Representation. Except as specifically set forth herein or in the Plan, Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statement of any nature, whether made by Seller, Seller's counsel or otherwise, including, but not limited to, any relating to the description or physical condition of the Buildings or the Unit, the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the building services, the estimated Common Charges and expenses allocable to the Unit or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Purchaser. Purchaser agrees that Seller shall have no liability or responsibility to Purchaser if the layout or dimensions of the Unit or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications for the Building is not accurate or correct, provided such layout or dimensions conform substantially to the floor plans and the architectural plans and specification for the Building and the site as modified or supplemented in accordance with the Plan and that Purchaser will not be relieved from its obligations hereunder by reason of any minor inaccuracy or error.

12. Recording of Deed and Power of Attorney. At the closing of title, Purchaser will deliver the executed deed received from Seller and executed and acknowledged power of attorney to the representative of the title company, if any, or to Seller for recording in the Office of the Register of the City of New York, County of Kings. Such deed and power of attorney will be in the form set forth in the Plan.

13. Binding Effect. This Agreement shall not be effective or binding on Seller until a counterpart hereof is executed by Seller and delivered to Purchaser. Subject to the provisions hereof, this Purchase Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

14. Agreement Subject to Plan Becoming Effective; Seller's Right to Cancel. This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Seller at any time prior to its being declared effective, provided Purchase Agreements for Units totaling not more than 80% of the Common Interest of the Condominium have been executed and accepted. If the Plan is abandoned or does not become effective this Agreement shall be deemed cancelled, and the Plan terminated and Purchaser is to receive back, not later than five (5) days thereafter, in full, all monies paid by him hereunder, and upon such repayment no party shall have any claim against any other party, person or entity, and all parties shall be released from all obligations hereunder and under the Plan. If, after the Plan is declared effective, title to the Unit shall not close within the time set forth in the Plan for any reason other than Purchaser's default, then, at Purchaser's option, upon prior written notice sent by Purchaser to Seller within fifteen (15) days subsequent to the end of the scheduled closing date, after permitted adjournments, this Agreement shall be deemed cancelled. If this Agreement is cancelled pursuant to the provisions of this paragraph, then not later than twenty (20) days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder. Upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations.

15. Monies to be Held in Trust; Liquidated Damages. The required Down Payment pursuant to this Agreement will be ten percent (10%) of the Purchase Price for the Unit. All monies, including all deposits, down payments or advances, received by Seller through its agents or employees pursuant to this Agreement will be deposited with JP Morgan Chase Bank in an IOLA account titled "Boris Saks, Esq., PLLC - Attorney Escrow Account/IOLA" or similar name at its branch located at 1100 Kings Highway, Brooklyn, New York 11229. This bank is covered by federal bank deposit insurance to a maximum of $100,000 per individual deposit.

In the event of an uncured default by Purchaser in its obligations under the Purchase Agreement, no more than ten percent (10%) of the Purchase Price plus any interest earned thereon, may be retained as liquidated damages.

16. Equipment and Furnishings. Seller will provide Purchaser only with the fixtures, equipment, hardware, appliances and furnishings referred to in the Plan, which are included in the Purchase Price of the Unit.

17. Acceptance of Condition of Unit. The signing of a Purchase Agreement shall constitute acceptance of the Unit "As Is" by Purchaser, except for those matters which are the responsibility of the Sponsor as stated in the Plan.

18. Risk of Loss. The risk of loss from fire or other casualty with respect to each Unit shall remain with Sponsor until the closing of title for the Unit. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of a Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit. Accordingly, any Purchaser, or one claiming by or through Purchaser who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, such Purchaser will remain obligated to purchase such Unit under the terms of the Agreement.

19. Entry of Unit Prior to Closing. Prior to the closing of title to a Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Sponsor or the Selling Agent. Purchaser shall have the right to enter and inspect such Unit prior to the closing of title but shall be obligated to make an inspection appointment with Sponsor or the Selling Agent. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the closing of title thereto.

20. Limitation of Sponsor's Liability. The Sponsor's liability under this Agreement for failure to complete and/or deliver or have delivered title for any reasons whatsoever shall be limited to the return of the money deposited hereunder and upon the return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Sponsor shall not be required to bring any action or proceeding to render the title to the Unit marketable or to cure any objection to title.

21. Gender. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

22. Other Agreements. This Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them and no oral representations or statements shall be considered a part hereof.

23. Amendment to the Purchase Agreement. This Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

24. Brokerage. Purchaser represents and warrants to Seller that Purchaser did not negotiate with any broker for the purchase of the Unit other than _____. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from any claims by any broker that alleges that he has dealt with Purchaser in connection with the purchase of the Unit.

25. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of New York.

26. Jury Waiver. Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Agreement or the relationship of the parties as Purchaser and Seller, or the right of Purchaser to any statutory relief or remedy.

27. Acceptance by Seller. Within thirty (30) days after delivery to Seller or its agent by Purchaser of this Agreement, executed by Purchaser, Seller will either:

(a) accept this Agreement and cause to be returned to Purchaser a fully executed counterpart thereof; or

(b) reject this Agreement offer and refund the downpayment tendered by Purchaser.

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

29. Conflict with Plan. Any conflict between the Plan and this Purchase Agreement will be resolved in favor of the Plan.

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

Dated: _____

_____, New York

PURCHASER

_____

Accepted:

1769 East 13th Street, LLC

By: _____

Escrow Received in Accordance
With the Terms Hereof:
Boris Saks, Esq., PLLC
By: _____

EXHIBIT "B"

DEED

THIS INDENTURE made the _____ day of _____, 20___, between 1769 East 13th Street, LLC, with an address of 1526 49th Street, Brooklyn, New York 11219, ("Grantor"), and _____ ("Grantee");

WITNESSETH:

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

ALL that certain piece or parcel of real property described in Schedule A attached hereto, known as Unit # ____ in The Lighthouse Condominium, 1769 East 13th Street, Brooklyn, New York 11229;

TOGETHER WITH a _____% undivided interest in the Common Elements of the Condominium;

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

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

SUBJECT FURTHER to all exceptions to title set forth in the Offering Plan;

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, and the heirs or successors and assigns of the Grantee, forever;

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way, whatever, except as aforesaid;

AND 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 and will apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose;

AND the Grantee accepts and ratifies the Declaration and the By-Laws and the Rules and Regulations of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof, as the same may be amended from time to time by instruments recorded in the Office of the Register of the City of New York, Kings County.

The use for which the Unit is intended is that of a one family residence subject to the applicable governmental regulations and the restrictions contained in the Declaration.

IN WITNESS WHEREOF, the Grantor and Grantee part have duly executed this deed the day and year first above written.

Grantor

_____

Grantee

_____

State of New York)
) ss.:
County of _____)

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), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

State of New York)
) ss.:
County of _____)

On the _____ day of _____ in the year 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), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT "C"

POWER OF ATTORNEY

THE UNDERSIGNED, the Owner(s) of Condominium Unit No. _____ in the Condominium known as The Lighthouse Condominium covering the property located in Kings County, City and State of New York, do hereby nominate, constitute and appoint the members of the Board of Managers of the Condominium and their successors jointly, my true and lawful attorneys-in-fact coupled with an interest and with the power of substitution, in my name and on my behalf to (1) acquire, in their own name or in the name of their designee by deed on behalf of all owners of Condominium Units in said property, any Condominium Unit whose owner desires to sell or abandon the same, or which shall be the subject of a foreclosure sale or a deed in lieu of a foreclosure sale, at such price and on such terms as my said attorneys-in-fact shall, in their sole discretion, deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Condominium Unit so acquired, at such terms as my attorneys-in-fact may in their sole discretion determine, granting to my said attorneys-in-fact the power to do all things in the said premises which I could do if I were personally present; and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (b) 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.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

I(We) do, hereby further irrevocably nominate, constitute and appoint 1769 East 13th Street, LLC, and its successors, my true and lawful attorneys-in-fact coupled with an interest, with power of substitution, in my name and on my behalf to vote at any Unit Owners meeting for, and to file an amendment to the Declaration of The Lighthouse Condominium, the By-Laws and the Rules and Regulations of the said Condominium or any of said documents when such amendment (1) shall be required to fully and fairly depict the Units as built or to carry out any of the provisions of the Offering Plan, or to create any utility easement, or (2) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its designee in accordance with the Declaration or (3) shall be required by (a) an institutional lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided however, that any amendment made pursuant to the terms of subdivision (1), (2) or (3) of this paragraph shall not change the Common Interest of the

undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as Sponsor shall cease to own any Unit in The Lighthouse Condominium.

This power of attorney shall be irrevocable.

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

_____

_____

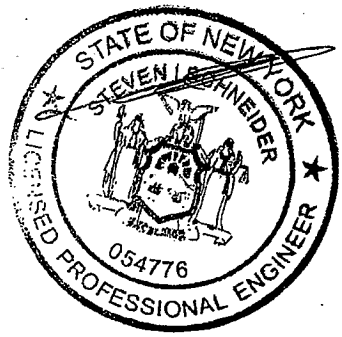
State of New York)
) ss.:
County of _____)

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), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ENGINEER'S REPORT

THE LIGHTHOUSE CONDOMINIUM



Prepared By:

SCHNEIDER ASSOCIATES
Steven I. Schneider, P.E.
866 Johnston Drive
Watchung, N.J. 07069

Phone No: 908-755-0059

May 15th, 2015

SECTION 20.7: DESCRIPTION OF PROPERTY AND SPECIFICATIONS

(a) LOCATION AND USE OF PROPERTY

(1) Address:

The building will be located at 1769 East 13th Street in the Homecrest Section of the Borough of Brooklyn, County of Kings, City and State of New York in zip code 11229.

(2) Block and lot number:

The site is located on Tax Lot number 65 in Tax Block number 6796.

(3) Zoning:

The site is located in an R 7A as designated on Map number 22d of the N.Y. City Zoning Resolution.

The site is being developed pursuant to the Quality Housing requirements of the current New York City Zoning Resolution. The building plans have been approved by the N.Y. City Department of Buildings and comply with the Quality Housing Zoning requirements.

(4) Permissible Use:

The Zone permits Residential use as of right.

(b) **STATUS OF CONSTRUCTION**

(1) Year built:

The building will be new and is currently under construction. Construction commenced in May of 2014.

The estimated completion date of the building is July 2015.

(2) Class of construction:

The Class of Construction will be I D as described by Table 3-4 of the 1968 New York City Building Code. The structural support members will consist of non-combustible materials with a minimum fire protection rating of two hour. Floor / ceiling assemblies shall also be of non-combustible materials with a minimum rating of one hour. Roof / ceiling assemblies shall be of non-combustible materials with a minimum rating of one hour. Exterior walls shall also be of non-combustible materials with a minimum fire rating of two hours.

(3) Certificate of Occupancy, type and number:

The building is under construction and a permanent Certificate of Occupancy will be issued when all the required work is inspected and signed off by the New York City, Department of Buildings.

The Sponsor shall obtain a Final Certificate of Occupancy prior to the closing of the first unit.

(4) Permit numbers and description of work done:

The building is being constructed as per plans which were filed with and approved by the Brooklyn Office of the N.Y. City Department of Buildings. The building plans have been assigned Department of Buildings application number 302320744.

The building plans were reviewed and approved by the N.Y. City Department of Buildings. The building plans were not "Self-Certified".

Permit number 302320744-01-NB has been issued by the N.Y. City Department of Buildings for the construction of the new building.

The Sponsor has not retained the Engineer responsible for this Report to conduct "Special Inspections" on the project.

(c) **SITE**

(1) Size:

The site is located on the Easterly side of East 13th Street, distance 220.0 feet Northerly, from the corner formed by the intersection of the Northerly side of Avenue R and the Easterly side of East 13th Street. The site is rectangular in shape and has a frontage of 40.0 feet along East 13th Street. The side lot lines, extend to a depth of 100.0 feet perpendicular to East 13th Street.

The site has an area of approximately 4,000 square feet.

(2) Number of buildings and use:

There will be one building constructed with Residential and accessory uses.

(3) Streets owned or maintained by the project:

(i) Paving (material and condition);

The streets beyond the lot lines are existing, New York City sidewalks, curbs and roadways. East 13th Street is an existing sixty (60.0') foot wide, one way street.

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

The new sidewalks fronting the property shall be free of tripping hazards and ponding. The new sidewalks shall be ADA compliant and shall be replaced as directed by the N.Y. City Department of Transportation.

The roadways are asphalt paved. The roadways fronting the property will be repaired as directed by the N.Y. City Department of Transportation when construction is near completion.

(ii) Curbing (material and condition);

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

The new curbs, curb cuts, ramps and aprons shall be ADA compliant and shall be replaced as directed by the N.Y. City Department of Transportation.

(iii) Catch Basins (location and condition);

Existing catch basins are located along the roadway to drain the sidewalk, storm water run-off, into the existing New York City Sewer System. The existing catch basins are in good condition and are constructed of concrete with steel grating covers and are located along East 13th Street. The existing catch basins have been installed by the N.Y. City Department of Transportation.

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

Existing street lighting is provided by the City of New York, and consists of vertical metal, stanchions surmounted with mercury arc lamps in metal enclosures. The existing street lights are located, at the sidewalk close to the curb, on both sides of the roadway along East 13th Street. The existing street lights are in good condition.

(v) Conformity with Municipal Codes;

The sidewalk paving, curb, curb cuts, ramps and aprons shall be ADA compliant. In addition catch basins and street lighting have been designed to comply with the standards of; the N.Y. City Department of Transportation, the N.Y. City Department of Buildings and to the N.Y. City Building Code as necessary.

A Builders Paving Plan was filed with and approved by the N.Y. City Department of Buildings, under application number 302350248, for the construction of the new sidewalk, curb and roadway repair.

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

The new sidewalk paving and curb will be subject to site inspection and approval by the N.Y. City Department of Buildings and the N.Y City Department of Transportation.

(4) Drives, sidewalks and ramps:

(i) Paving (material and condition);

There will be a new, poured, reinforced concrete driveway located at the first floor / grade level adjacent to the northerly, side lot line. The driveway will be mostly covered by the second floor level and will provide access to the covered, parking space and to the open parking spaces to the rear of the building. The driveway will be accessible from East 13th Street.

(ii) Curbing (material and condition);

There will be a new eight inch high reinforced, concrete curb at the property lines to the side and rear of the yard area to the rear of the building.

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

There will be no catch basins on the property. There will be controlled flow, cast iron, area drains located at the front and rear yard areas and at the driveway beneath the building which will drain the storm water runoff from the site. The runoff will go to the cast iron, horizontal, storm drainage piping beneath the building which will lead to the existing public storm sewer located beneath the roadway.

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

There will be no street lighting on the property.

(v) Conformity with municipal codes;

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

(d) **UTILITIES**

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

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

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

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

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

The **Storm** water runoff will be transported to the existing N.Y. City Sewer System.

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

(e) **SUB-SOIL CONDITIONS**

The site is located within FEMA Map panel Number 3604970352F which is an unprinted panel. This indicates that the site is located in an area determined to be outside the annual chance flood plain.

The soil at the bottom of the footings will be Type (7-65) soil, as per subsurface test borings which were performed by C.E. Boss Co., Inc., 3319 Merritt Avenue, Bronx, N.Y. 10475. The existing soil has an allowable, load bearing capacity of approximately three to six tons per square foot. There was no ground water encountered down to the end of the boring which was approximately thirty one feet below the normal grade level of the site.

All foundations and footings will be new. The footings at the cellar level will be a two foot thick, poured, reinforced mat, concrete slab. The slab will cover the entire site at the cellar floor level. The slab will support perimeter, reinforced concrete foundation walls at the cellar level and also perimeter and intermediate reinforced concrete columns and bearing walls. The foundation walls and columns will be tied into the mat slab with steel reinforcing bars.

The new foundation walls and mat slab shall be greater than four feet below grade level and shall be protected where possible with trowelled on mastic waterproofing and adjacent gravel fill at the perimeter to negate ad freezing stresses.

(1) There is no apparent evidence of uneven foundation movement, settling, cracking, mortar joint decay, etc.

(2) There is no apparent evidence of moisture, seepage or ground water infiltration.

(3) There is no apparent danger from flooding due to a water table or overflow from other bodies of water. The site and surrounding properties are relatively flat and there is no apparent potential for mudslides or erosion from the surrounding properties.

(f) **LANDSCAPING AND ENCLOSURES**

(1) Grass cover (type, location);

There will be no grass cover on the site.

(2) Plantings (type, location);

There will be some evergreen type, shrubs and plants, planted in planters located at grade level adjacent to main entrance at the front of the building.

(3) Trees (type, location);

There will be two trees each with a minimum caliper of three inches planted at the sidewalk area, close to the curb, in front of the property as required by the N.Y. City Zoning Resolution. The new trees shall be of a species to be determined by the N.Y. City Department of Parks and Recreation and will be planted as per the directive and specifications of the New York City Department of Parks and Recreation.

(4) Fencing (type, location);

There will be a new six foot high, vinyl fence, enclosing the yard area to the rear of the building at the rear and side property lines where there are no adjacent buildings.

(5) Gates (type, location);

There will be no gates constructed on the property.

(6) Garden walls (type, location);

There will be no garden walls at the open yard areas.

(7) Retaining walls (type, location);

There will be no retaining walls constructed on the property.

(8) Display pools and fountains (type, location);

There will be no display pools or fountains at the open yard areas.

(g) **BUILDING SIZE**

(1) Total height (approximate total feet from ground level to highest part of roof);

The building will be a total height of approximately eighty feet, measured from the average grade to the finished roof above the seventh floor level.

(2) Crawl spaces (floor to ceiling, height);

There will be no crawl spaces in the building.

(3) Number of sub-cellars and cellars;

There will be one cellar level in the building. The cellar level will be approximately fourteen feet below the average grade level.

(4) Number of floors (actual including penthouses);

The building will consist of seven floors including the including the first floor level.

(5) Equipment rooms (location and use);

There will be sprinkler equipment, refuse storage and meter rooms located at the cellar floor level of the building. There will also be mechanical closets within each unit at the second through seventh floor levels.

(6) Parapet (height above roof);

There will be concrete and tempered glass, parapet walls with a minimum height of three feet and six inches, above the finished roof areas at the roof above the sixth and seventh floor levels.

(h) STRUCTURAL SYSTEM

The structural system for the building will be mainly a poured, reinforced concrete slab construction with perimeter and intermediate reinforced, concrete columns. There will also be, intermediate, poured, reinforced concrete bearing walls framing the stair and elevator cores.

There will be a two foot thick, reinforced concrete, mat slab on a six millimeter vapor barrier and gravel and compacted fill, at the cellar floor level, which will cover the entire site. The slab will effectively act as a continuous reinforced, concrete; spread footing and will support the perimeter, reinforced concrete foundation walls at the cellar and the reinforced concrete columns and bearing walls.

The foundation walls shall be of poured, reinforced concrete which will be tied into the mat slab with steel re-bars. Foundation walls shall be protected below grade with a trowelled on mastic, waterproofing membrane and clean gravel fill adjacent to the walls at the exterior where applicable.

The floor at the first floor level shall be an eight inch thick, poured, reinforced, concrete slab towards the front of the building and a two foot thick slab towards the rear of the building.

The structural, interior floor assembly at the upper floors and also the roof assembly shall be an 8" thick poured, reinforced concrete, flat slab which will be supported by the reinforced concrete columns and the intermediate, load bearing masonry walls. The finished floors at the second through seventh floors shall be finished with hardwood, strip flooring on plywood subflooring and the roof areas above the sixth and seventh floors, shall be finished with a 5 ply rubberoid type roofing system as manufactured by Firestone on exterior grade rigid insulation. Floor / ceiling and roof / ceiling assemblies, shall have a minimum STC of 50 in compliance with the 2008 N.Y. City Building Code.

The structural system has been designed by a N.Y. State licensed Structural Engineer and has been designed to withstand lateral forces due to wind, soil and earthquake in compliance with the 2008 N.Y. City Building Code.

The construction class of the building shall be Construction Class I D as per Table 3-4 of the N.Y. City Building Code.

(1) Exterior of Building:

(i) Walls;

The exterior wall finish shall be a double glazed, glass curtain wall assembly at the front facade of the building and of two layers of stucco finish, on wire lath and exterior grade gypsum wallboards at the rear facades. The exterior wall finish shall be of two layers of stucco on load bearing masonry blocks at the side property lines. The glass, curtain walls and the stucco walls shall be supported by load bearing steel studs and the reinforced concrete columns and beams at the perimeter of the building

The interior finish, at the inside surfaces of the exterior walls to the front and rear of the building shall be of gypsum wallboards supported by steel studs. The interior finish, at the inside surfaces of the masonry walls at the sides of the building shall be gypsum wallboards on steel furring studs. The spaces between the steel studs at all exterior walls shall be fitted with fiberglass, batt insulation with a minimum R value of 13.

The exterior walls have been designed to comply with the New York State Energy Conservation Construction Code and the N.Y. City Energy Conservation Code.

The building will be greater than six stories in height and therefore will have to comply with Local Law 11 of 1998 which requires periodic facade inspections once construction has been completed.

(ii) Windows;

Windows are to be new double-glazed, custom windows as manufactured by Gamco Corporation. Windows will be mainly of the casement and out-swinging hopper types. Glazing shall be set in extruded aluminum frames constructed with polyurethane thermal breaks. The perimeter of window openings shall be constructed with a minimum 24 gauge, galvanized steel flashing and shall be fitted with a latex-based, caulking compound at interior and exterior surfaces. Air infiltration rate of windows shall not exceed 0.3 cfm per square foot and shall comply with the New York City Energy Code and the New York State Energy Conservation Construction Code.

Air infiltration rate of windows shall be in compliance with the New York State Energy Conservation Construction Code and the New York City Energy Conservation Code.

There will be a lot line window located at the side lot line walls of the building at the seventh floor level. Lot line windows shall have a minimum fire rating of 1 ½ hours and shall be equipped with a fusible link. Lot line windows shall be model number OF-7650-DH as manufactured by Optimum Windows. The lot line windows have N.Y. City MEA approval number 151-91-M Volume II.

Lot line windows may potentially be blocked at a later point in time by construction on the adjacent property. This fact will be noted as a Special Risk in the Offering Plan.

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

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

Window sills shall be constructed of extruded aluminum and of stucco. Lintels above window openings shall be of steel fabrication protected with extruded aluminum cladding and also stucco.

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

There will be no window screens provided.

(iii) Landmark Status;

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

(2) Parapets and Copings:

There will be parapet walls at the perimeter of the roof areas above the sixth and seventh floor levels. Parapet walls shall be a minimum height of three feet and six inches above the finished level of the roof. The parapet walls shall be constructed of reinforced concrete and of load bearing steel studs. The concrete walls shall be finished with stucco. The load bearing steel studs shall be finished with wire lath and stucco on exterior grade gypsum boards at the interior and exterior surfaces to the rear of the building and of a glass curtain wall finish at the front of the building.

Parapet walls shall be fitted with aluminum or copper fabric base and cap flashing. The parapet walls shall be capped with extruded aluminum copings, which shall be anchored to the concrete and steel stud walls with non corrosive steel dowel fasteners.

(3) Chimneys and Caps:

There will be vertical, stainless steel, flues and caps provided, for the ventilation of the mechanical equipment located in the mechanical closets within the units. The flues will terminate at the roof area above the stair and elevator bulkhead.

Flues shall be AmeriVent model, of double-wall construction, with an inner pipe thickness of approximately 0.014" and an outer pipe thickness of approximately 0.018", as manufactured by American Metal Products Group. Caps shall be constructed to prevent back drafts and to keep out rain and all types of debris out of the vent. Flues and caps shall be N.Y. City BS & A or MEA approved.

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

(4) Balconies and Terraces:

There will be cantilevered, exterior, balconies located at the third through seventh floor levels of the building.

(i) Deck Finish;

The finished surfaces of the cantilevered balconies shall be a concrete screed finish. Balcony surfaces shall be pitched away from the face of the building. The balconies shall also be equipped with perimeter edge drip grooves.

The roof terraces shall be finished with a five ply, rubberoid, roofing finish as manufactured by Firestone, on rigid insulation supported on the poured, reinforced concreted slab.

(ii) Balustrade;

There will be no balustrades at the balcony or terrace areas.

(iii) Railings;

Balconies and roof terraces shall be protected at the perimeter with a minimum ¼" thick, tempered, safety glass railing, set in extruded aluminum frames on all sides. The guard rails shall be a minimum height of three feet and six inches (3'-6") above the finished balcony or roof level. The maximum spacing between any vertical mullions of the railings shall be approximately four inches (4") as required by the N.Y. City Building Code.

(iv) Coping;

There will be no coping at the balcony areas.

Parapet walls at terraces shall be capped with extruded aluminum coping, which shall be anchored to the load bearing concrete walls and steel stud walls with non corrosive steel dowel fasteners.

(v) Soffits;

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

(vi) Doors to balconies and terraces;

The doors to the balcony and terrace areas shall be single hinged and sliding glass doors as manufactured by Gamco Corporation. The doors shall be equipped with double paned glass, set in extruded aluminum framing, constructed with polyurethane thermal breaks. Doors shall be finished with anodized aluminum. All balcony and terrace doors shall be equipped with entry type locksets.

The Sponsor reserves the right to provide doors to balcony and terrace areas by a different manufacturers which are equal to or better than noted above.

(5) Exterior entrances:

The exterior entrances to the buildings shall be free of tripping hazards and ponding. The exterior entrances shall also be ADA compliant and shall comply with the N.Y. City Building Code.

Walkways at grade level shall be pitched to cast iron area drains and sidewalks shall be pitched towards the curb to allow for drainage. The exterior drainage system will be adequate and shall comply with the N.Y. City Building Code and the standards of the N.Y. City Department of Transportation.

(i) Exterior Doors and Frames;

There will be one, main, exterior entrance door, located at the first floor level at the front facade of the building. There will also be two other exterior doors located at the first floor / grade level, to the rear of the building, which will be accessible from the covered driveway and walkway adjacent to the northerly, side property line. The doors will provide access to the entry lobby and egress stair.

The main lobby entrance doors shall be, double-hinged, double glazed glass doors set in extruded aluminum framing and mounted on steel frames. The door shall be equipped with an entry type lockset and will provide access to the elevator lobby. The main entrance door which provides access directly to the exterior will be non fire rated.

There will also be another access door to the lobby area at the rear of the building. The door shall be a single-hinged, double glazed glass door set in extruded aluminum framing and mounted on steel frames. The door will provide access to the parking spaces to the rear of the building and shall be a non-rated door, equipped with an entry type lockset.

The other exterior door to the egress stair will provide access to and from the cellar floor level and shall be single-hinged, hollow core steel, fireproof self closing door mounted on steel frames. The doors shall be one and one half hour rated doors shall be equipped with an entry type lockset and panic hardware.

(ii) Vestibule doors and frames;

The vestibule doors located adjacent to the main entrance doors shall also be double-hinged, double glazed glass doors set in extruded aluminum framing and mounted on steel frames. The doors shall also be equipped with an entry type lockset.

(iii) Exterior Stairs;

There will be no stairs at the exterior of the building.

(iv) Railings;

There will be no railings outside the building, adjacent to the exterior entrances.

(v) Mailboxes;

U.S.P.S. approved type mailboxes will be provided for each residential unit within the entrance vestibule, located at the first floor level.

Mailboxes shall be wall mounted, cluster box type units, Series 3300 as manufactured by Salsbury Industries. Mailboxes shall be of aluminum construction.

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

(vi) Lighting;

There shall be wall mounted, exterior, lighting fixtures provided adjacent to the main entrance at the first floor level of the building and adjacent to the open entranceway to the covered driveway. The lighting fixtures shall be capable of providing an aggregate illumination of at least two hundred (200) watts incandescent illumination, or its equivalent at the entrances.

There shall also be a wall mounted lighting fixture above the entrance to the lobby at the rear of the building and above the entrance to the egress stair at the rear of the building. The lighting fixtures shall be capable of providing an aggregate illumination of at least sixty (60) watts incandescent illumination, or its equivalent at each entrance.

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

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

(6) Service entrances:

There will be no separate service entrances to the building. The following sub-sections will not be applicable to this Report.

(i) Doors and Frames (material, type, lock);

(ii) Gates (material, type, lock);

(iii) Exterior Stairs (material, location);

(iv) Railings (materials, location);

(7) Roof and Roof Structures:

(i) Types:

There will be flat roof areas located above the cellar, sixth and seventh floor levels of the building. There will also be flat roof areas above the stair and elevator machine room bulkheads.

(i) (a) Material;

The flat roof areas shall be a five ply, rubberoid roofing finish, as manufactured by Firestone, on rigid insulation supported by a poured, reinforced, concrete slab which in turn will be supported by reinforced concrete columns and reinforced concrete load bearing walls.

(i) (b) Insulation;

The rigid insulation located above the concrete slab of the roof areas shall have a minimum R value of 20.

The roof composition shall comply with the New York State Energy Conservation Construction Code and the New York City Energy Conservation Code.

(i) (c) Surface finish;

The flat roof areas shall be finished with a five ply rubberoid, roofing membrane as manufactured by Firestone.

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

(i) (d) Bond or guarantee;

The expected life span of the roof type is ten (10) to fifteen (15) years. A minimum fifteen (15) year No Dollar Limit manufacturer's warranty for materials and labor shall be provided for the flat roof areas.

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

The perimeter of the roof areas at parapet walls shall be fitted with copper fabric or stainless steel flashing and counter flashing.

Penetration of ducts, pipes, skylights, etc. shall be properly flashed and waterproofed with galvanized steel or stainless steel base and cap flashing.

(ii) Drains:

(ii) (a) Flat roof areas shall be pitched at minimum slope of approximately 1/8" per foot.

Controlled flow roof drains and internal leaders at the roof areas shall be of cast iron and will be connected to the building's storm drainage system.

(ii) (b) There will be aluminum scuppers and leaders at the roof areas above the stair and elevator bulkhead which will transport the storm drainage to the controlled flow, roof drains at the roof above the seventh floor level..

(iii) Skylights:

There will be two skylights located at the roof area above the exit stair bulkhead

The skylights shall be fixed, with double glazing set in extruded aluminum framing. Each skylight will be approximately twenty square feet in area and will be constructed with curbing approximately six inches in height above the finished roof level. Each skylight shall also be equipped with a one hundred and forty four square inch ridge vent.

(iv) Bulkheads:

(iv) (a) Stair material;

The exterior walls of the stair bulkhead shall be mostly of load bearing, steel studs with exterior grade gypsum wallboards with wire lath and a stucco finish. The spaces between the steel studs shall be fitted with fiberglass, batt insulation. The interior surfaces shall be finished with gypsum wallboards.

The roof areas shall be finished with a rubberoid roofing finish on rigid insulation and exterior grade gypsum wallboards, supported on steel channel joists. The spaces between the steel joists shall be fitted with fiberglass batt insulation and the interior surfaces shall be finished with gypsum wallboards.

(iv) (b) Elevator material;

The exterior walls of the elevator bulkhead shall be mostly of poured, reinforced concrete with a stucco exterior finish and partially of load bearing, steel studs with exterior grade gypsum wallboards with wire lath and a stucco finish. The spaces between the steel studs shall be fitted with fiberglass batt insulation. The interior surfaces of the steel studs shall be finished with gypsum wallboards.

The roof areas shall be finished with a rubberoid roofing finish on rigid insulation and exterior grade gypsum wallboards, supported on steel channel joists. The spaces between the steel joists shall be fitted with fiberglass batt insulation and the interior surfaces shall be finished with gypsum wallboards.

(iv) (c) Other;

There will be no other bulkhead areas.

(v) Metal work at roof levels:

(v) (a) Exterior metal stairs;

There will be no exterior metal stairs at the roof areas.

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

There will be no vertical ladders including gooseneck ladders at the roof areas.

(v) (c) Railings;

There will be no railings at the roof area.

(v) (d) Hatches to roof;

There will be no hatches to the roof areas.

(v) (e) Other;

There will be steel dunnage beams supporting condensers at the roof above the seventh floor level.

(vi) Rooftop Facilities:

There will be an open roof terrace, recreation area located at the roof above the seventh floor level towards the front of the building. The recreation area shall be for the use of the owners of the residential units.

The furnishings for the roof terrace and the rules and regulations regarding the use of the area shall be decided by the Condominium Board.

(8) Fire Escapes:

There will be no fire escapes at the exterior of the building as fire escapes are not permitted on new buildings. Interior egress stairs will be provided as per Section (h)(10) of this Report.

The following sub sections will not be applicable to this Report:

(i) Location;

(ii) Floors covered;

(iii) Drop ladder;

(iv) Type;

(v) Materials;

(9) Yards and Courts:

There will be one front and one rear yard area. There will also be an outer court located adjacent to the yard area to the rear of the building. There will be a covered driveway and walkway adjacent to the northerly property line, running the length of the building at grade level.

The front yard area will be approximately four feet in depth, measured perpendicularly from the front property line to the front facade at the first floor level. The rear yard area will be approximately thirty feet in depth, measured perpendicularly from the rear property line to the nearest level of the rear facade. The outer court located to the rear of the building will be eleven feet and eight inches in width and eight feet and three inches in depth. The minimum dimension of the driveway and walkway will be approximately eight feet and six inches.

(i) Paving;

The open yard areas as well as the parking areas and the covered driveway at the first floor level will be paved with reinforced concrete.

(ii) Drainage;

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

(iii) Railings;

There will be no railings at the yard areas.

(iv) Stairs;

There will be no exterior stairs at the yard areas.

(v) Fencing;

There will be a new rigid vinyl, fence at the property lines to the rear of the building.

(vi) Walls;

There will be no walls at the yard areas.

(10) Interior Stairs:

(i) Number and type;

There will be a scissor type, interior egress stairs within the building, located centrally and opposite to the elevator core. The stairs will provide egress from the cellar floor through to the roof above the seventh floor level of the building.

(ii) Enclosure;

The walls enclosing the interior, egress, stairs will be mainly of load- bearing steel studs with two layers of one hour rated, gypsum wallboards. The steel stud walls will be finished with exterior grade wallboards and wire lath and stucco at the exterior at the roof areas. The ceiling areas, below landings of the egress stairs shall be finished with stucco. The enclosures will have a minimum fire resistance rating of two hours.

(iii) Stair construction;

The interior egress stairs shall be of poured, reinforced, concrete construction.

(iv) Stringers;

The interior egress stair shall be a poured in place construction with steel re-bar reinforcement.

(v) Treads;

The treads of the egress stairs shall be of poured in place, concrete construction.

(vi) Risers;

The risers of the egress stairs shall be of poured in place, concrete construction.

(vii) Guardrails;

The open perimeter of egress stair landings, where necessary, shall be protected with steel guardrails, with a minimum height of three feet and six inches (3'-6") above the finished level of the landings.

The maximum spacing between the vertical mullions of all types of railings shall be approximately four inches (4") as required by the N.Y. City Building Code.

The egress stairwells shall be equipped with steel tube handrails, with a minimum height of thirty inches above the finished level of the treads.

(viii) Balustrade;

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

(11) Interior Doors and Frames:

(i) Unit Entrance and Interior Doors and Frames;

The entrance door to each residential unit shall be single-hinged, hollow metal doors with a minimum rating of one and one half hours. Doors shall be mounted on steel frames. Each door shall be equipped with a peephole and an entry type lockset.

Interior doors within the residential units shall be, hollow core, wood doors, mounted on metal frames. Doors within the residential units shall be equipped with passage type locksets.

(ii) Corridor doors and frames;

There will be corridor doors located at each level of the building which will provide access to mechanical and refuse disposal rooms. Corridor doors shall be fireproof, self closing, hollow core, steel doors, with a minimum rating of 1 ½ hours. All doors shall be set in steel frames.

(iii) Stair hall doors and frames;

Stair hall doors, located at the second through sixth floor levels, shall be fireproof, self closing, hollow core, steel doors, with a minimum rating of 1 ½ hours. All doors shall be mounted on steel frames.

(iv) Roof Doors, Cellar Doors and frames;

The doors located at the cellar floor level will provide access to mechanical and meter rooms and also to a recreation area with pool, sauna and steam room. Doors located at the cellar level shall be fireproof, self closing, hollow core, steel doors, with a minimum rating of 1 ½ hours. All doors shall be set in steel frames. Roof doors shall be fireproof, self closing, hollow core, steel doors, with a minimum rating of 1 ½ hours. All doors shall be mounted on steel frames.

(12) Elevators:

(i) Number;

There will be one passenger elevator provided in the building.

(ii) Manufacturer & capacity;

The passenger elevator shall be manufactured by Precision Elevator Corp., and will have a capacity of approximately 2000 pounds. The elevator shall also be capable of accommodating approximately six persons at a time.

Type of Operation;

The elevator will have single car, automatic microprocessor operation.

(iii) Automatic (Type of controls);

The elevator will be fully automatic. The elevator car shall be equipped with a self leveling feature that will automatically bring the car to floor landings independent of the operable part and shall correct for over travel and under travel.

(iv) Floors served;

The elevator will serve the cellar through seventh floor levels of the building.

(v) Type (hydraulic, gearless);

The elevator will be a geared traction type elevator.

(vi) Doors (sliding, swinging, manual, automatic);

The elevator will be equipped with a single speed, automatic sliding door.

(vii) Location of machine rooms;

The elevator mechanical room will be located at the roof above the seventh floor level.

(viii) DC motor (manufacturer);

There will be no DC motor.

(ix) AC motor generator set (manufacturer);

The elevator will be powered by a 12.5 H.P. motor and will be provided with a 208 volt triple phase electrical supply.

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

(13) Elevator Cabs:

(i) Kind (Manufacturer);

The elevator cab shall be a steel framed cab as manufactured by Precision Elevator Corp.

(ii) Floor (Material);

The floor shall be of vinyl composition tiles. The saddle at the opening of the elevator cab shall be of vinyl or extruded aluminum and shall be at the same level as the finished floor inside the cab and the finished floor of each landing. The path of travel between elevator and the landings at finished floor levels shall be compliant with the 2010 ADA requirements.

(iii) Walls (Material);

The walls shall be finished with plastic laminate.

(iv) Ceiling (Material);

The ceiling shall be a suspended ceiling with a stainless steel panel finish.

(v) Lighting;

The elevator cab will have recessed lighting fixtures each with approximately sixty watts of incandescent illumination or its equivalent.

(vi) Alarm, Safety system;

The elevator cab will be equipped with emergency lighting, emergency push / pull stop switch, emergency push button alarm and an emergency telephone communication system.

The Sponsor reserves the right to install elevator equipment, finishes and alarm systems by a different manufacturer which are equal to or better than noted above.

(i) AUXILIARY FACILITIES

(1) Laundry rooms:

(i) Location and number of rooms;

There will be one laundry closet provided within each residential unit with hookups for domestic type, stackable, electric washing machines and electric dryers.

The actual laundry equipment to be installed will be installed by each unit's occupant as necessary. Laundry equipment to be installed shall be U.L. approved or N.Y. City M.E.A. or B.S. and A. approved if necessary.

(ii) Clothes Washers (number and type);

There will be no clothes washers provided by the Sponsor.

(iii) Clothes Dryer (number and type);

There will be no clothes dryers provided by the Sponsor.

(iv) Room Ventilation (method and final exhaust);

There will be no mechanical ventilation for laundry closets.

(v) Dryer Ventilation (method and final exhaust);

There will be no ventilation for dryers.

(2) Refuse Disposal:

Refuse disposal will be the responsibility of each residential unit's occupant. There will be a refuse closet with a garbage chute, accessible from the common hallway at the second through seventh floor levels of the building. There will also be a refuse collection and storage room located at the cellar floor level of the building.

Residential unit occupants will dispose of their garbage in the garbage chute accessible on each floor. Residential garbage will be removed from the refuse storage room at the cellar floor level by a janitorial service, and placed at curb level the night before scheduled pickups. Garbage will be collected by the New York City Sanitation Department on days designated for garbage removal.

(i) Incinerators (number, location, capacity, type, manufacturer);

There will be no incinerators in the building.

(ii) Compactors (number, location, capacity, type, manufacturer);

There will be a trash compactor located at the cellar floor level of the building within a trash compactor room. The trash compactor shall be model SE-150 as manufactured by Chutes Enterprises, 1011 Westwood Avenue, Staten Island, N.Y. 10314.

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

(iii) Approvals by Authority having jurisdiction (date of each approval);

There will be no approvals required for the removal of garbage. Residential garbage will be removed by the N.Y. City Department of Sanitation.

(iv) Initial storage location (ultimate storage location);

Residential garbage will be stored in a refuse storage room located at the cellar floor level towards the front of the building.

(v) Pick-up Schedule (whether public or private provider);

The schedule for garbage removal at the location of the site is Wednesdays and Saturdays with recycling on Saturdays as per the N.Y. City Department of Sanitation's website. Garbage removal will be by the N.Y. City Department of Sanitation.

(j) **PLUMBING AND DRAINAGE**

(1) Water Supply (system, pumps, storage and location):

Water will be supplied to the units through connections to the building, from the New York City Water Distribution System. There will be a new 6" combined domestic and sprinkler, copper water main supply line, connected to the existing 8" N.Y. City water main located in the roadway beneath East 13th Street. There will be a 3" domestic water supply branch from the 6" supply. Each residential unit is to be supplied with cold water from a minimum 3/4" copper piping. Each residential unit will have its own hot water heater, located in a mechanical room at the cellar floor level.

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

The building will rely on normal New York City water pressure and a domestic water booster pump for raising water to the seventh floor level.

The domestic water booster pump will be model 2300 as manufactured by Sico.

(2) Fire Protection System:

There will be a wet pipe, sprinkler and fire alarm system installed throughout the building. Separate sprinkler application number 320975708 and fire alarm application number 320974004 were filed with the Brooklyn Office of the New York City Department of Buildings. The applications were filed by a New York State licensed, Mechanical Engineer. The required permits will be secured prior to the installation of the sprinkler system and the fire alarm system.

The nearest fire hydrant to the building is approximately one hundred and six feet, North of the Northerly side property line, at the curb on the opposite side of the street.

(i) Standpipes (material, size, location);

There will be a 6" diameter, black steel, combined sprinkler and standpipe riser, located in the common stair hallway closest to the southerly side lot line.

(ii) Hose racks hoses and nozzle (location);

There will be four hose racks and hoses; two located at the cellar level and two located at the first floor level. The hose racks and hoses will be located at the entrance landing within the egress stairs at each level.

(iii) Sprinkler heads (type, system, location);

Sprinkler heads shall be mainly of the concealed, pendant type within the residential units and of the upright pendant type at the cellar and mechanical room areas.

(iv) Siamese Connection (type, location);

There will be a 3" x 3" x 5" free standing, siamese connection located adjacent to the main entrance to the building at East 13th Street. The connection will be a minimum of 24" above grade level.

(3) Water storage tanks and enclosures:

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

(i) Number, type, location;

(ii) Material (Interior, exterior and roof);

(iii) Access to tank;

(iv) Capacity (total gallons);

(v) Capacity (fire reserve);

(4) Water pressure;

The building will rely on normal N.Y. City water pressure and a domestic water, booster pump (model number 2300 by Sico) to raise the water to the roof above the seventh floor level of the building. The water pressure at the site will be approximately 50 psi.

There will also be a fire pump (model 1580 by A-C Fire) and jockey pump (model number CR3-9 by Grundfos) for the sprinkler system, which will be located in the sprinkler mechanical room at the cellar floor level towards the front of the building.

There will be a sump pump, model number ELV 280 as manufactured by Liberty Pumps, with a rated capacity of approximately 35 GPM @ 15 feet of head, located in the elevator pit at the cellar floor level.

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

(5) Sanitary Sewage System:

(i) Sewage piping (materials);

Sanitary sewage piping shall be of extra hard cast iron.

(ii) Sewage pumps;

There will be a sewage ejector pump located at the cellar floor level towards the front of the building to handle the plumbing fixtures and drains at the cellar floor level. The ejector pump shall be (model number VSA-4F-1-4 as manufactured by Federal Pumps).

(iii) Sewage disposal;

The sanitary waste will be conveyed to the New York City sewer system via new, extra heavy cast iron, sewer pipes located within the building, which will lead to a new 6" sanitary, house trap of extra heavy cast iron, located towards the front of the building at the cellar floor level.

Beyond the house traps, there will be new 6", extra heavy cast iron, sanitary drain pipe which will be connected to the existing 8" sanitary sewer line located in the roadway beneath East 13th Street.

(6) Permits required:

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

All plumbing work shall be performed by a N.Y. State licensed Plumber.

(7) Storm Drainage System:

The storm drainage system will be a gravity flow system. The on-site, storm drainage system will consist of controlled flow, cast iron, roof drains connected to vertical, interior cast iron leaders, cast iron area drains and below grade, horizontal, cast iron drains.

The controlled flow, run-off from the roof and yard areas will be conveyed to a new 6" extra heavy, cast iron, horizontal, storm drain. The 6" storm drain will be tied into a new 6" storm, site connection which will lead to the existing 12" storm sewer, located in the roadway beneath East 13th Street.

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

(i) Catch Basins;

Catch basins are located in the public roadway along East 13th Street and along Avenue R.

Catch basins are constructed of concrete with steel grating covers and have been designed and installed by the N.Y. City Department of Transportation. The catch basins comply with the standards of the N.Y. City Department of Transportation, the N.Y. City Department of Buildings and the N.Y. City Building Code.

(ii) Yard and Roof drains;

There will be controlled flow, cast iron, roof drains located at the roof areas above the cellar, sixth and seventh floors and at the roof area above the stair and elevator bulkhead. Area drains will be located in the yard area to the front of the building and at the covered parking areas and driveways adjacent to the norherly side lot line.

(iii) Piping;

Interior, vertical, storm and waste pipes shall be of cast iron.

(iv) Ejector or Sump pumps;

There will be a sewage ejector pump located at the cellar floor level towards the front of the building to handle the plumbing fixtures and drains at the cellar floor level. The ejector pump shall be (model number VSA-4F-1-4 as manufactured by Federal Pumps).

There will be one sump pump in the building located in the elevator pit. The sump pump shall be model number 10E-CIA-RFS as manufactured by Little Giant. The sump pump shall be automatic, equipped with a float switch and ½ H.P. motor and shall have a capacity of 20 GPM @ 20'-0" of displacement head.

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

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

(1) Domestic hot water shall be provided for each residential unit by a gas fired, hot water heaters which will be located in a mechanical room at the cellar floor level towards the front of the building.

There will be no "instant hot water on demand mechanism or devices" provided for the hot water heating system. The hot water heating system shall be designed to be capable of providing peak required services to each residential unit.

Heating of each residential unit will be achieved by a split, forced air, HVAC system. Heated air will be supplied to the spaces within the units (via galvanized steel ducts and wall and ceiling registers).

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

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

Original Test and Balancing Reports for the HVAC System shall be provided to the Condominium Board upon conversion.

(2) Number of boilers and description:

There will be one, new, gas fired, hot water heater provided for each residential unit in the mechanical room located at the cellar floor level.

There will be one, new, gas fired, furnace provided in the mechanical closet within each residential unit, located at the second through seventh floor levels.

There will be a rooftop, combined, heating and cooling unit for the swimming pool area, located at the roof above the cellar level, towards the rear of the building.

(3) Manufacturer (model, capacity):

Each hot water heater shall be model number **BT-80** (second through sixth floors) and model number **BTR-197** as manufactured by **AO SMITH**. Each heater has a rated input heating capacity of approximately 75,000 BTUs and 199,000 BTUs per hour respectively, and will operate with an efficiency rating of approximately eighty (80 %) percent.

Each furnace for the residential unit shall be model number **59*P5A100E21**16**, as manufactured by **CARRIER**. Each furnace will have an input rating of approximately 100,000 BTUs per hour and will operate with an efficiency rating of approximately eighty (80 %) percent.

The Sponsor reserves the right to provide hot water heaters and furnaces by a different manufacturer which are equal to or better than noted above.

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

The hot water heater burners will be new and will be as manufactured by **AO SMITH**.

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

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

(5) Type of Controls:

Each furnace and hot water heater shall be equipped with thermostats.

(6) Radiators, piping, etc.

There will be no radiators.

(7) Fuel (supply system):

Gas service will be provided by National Grid. The gas will be used for domestic cooking and for heating and will be distributed throughout the building by black iron piping.

(8) Location of oil tank:

There will be no oil tanks in the building.

(9) Capacity of oil tank:

There will be no oil tanks in the building therefore this sub section will not be applicable to this Report.

(l) **GAS SUPPLY**

(1) Type;

Gas service will be provided by National Grid Company to each residential unit. The gas will be used for domestic cooking, and for heating.

(2) Meters;

There will be a minimum of eleven, new, gas meters provided at the cellar level towards the front of the building facing East 13th Street.

(3) Piping;

Gas piping throughout the building shall be of black iron.

(m) **AIR CONDITIONING**

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

Original Test and Balancing Reports for the HVAC System shall be provided to the Condominium Board upon conversion.

(1) Type of system,

Cooling of the residential units will be achieved by the cooling cycle of the split, forced air, H.V.A.C. system. Cooling of each unit will be achieved by supplying cool air (via galvanized steel ducts and ceiling and wall registers) to the different spaces within the units. The condenser units, which will generate the energy required for cooling, will be located at the roof area above the sixth floor.

Cooling of the pool area will be achieved by a split heating and cooling unit, located at the roof above the cellar level, towards the rear of the building

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

Cooling of the residential units shall be achieved by supplying cooled air (via galvanized metal ducts and wall and ceiling registers) to the different spaces within the residential units. Cooling of the swimming pool area at the cellar level shall be achieved by supplying cooled air to the space (via ceiling hung aluminum ducts and registers).

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

(3) Cooling towers or Condensers (number, location, description):

There will be twelve condensers for the residential units, located at the roof above the seventh floor level. There will be one combined roof top unit for the pool area located approximately at grade level, at the roof above the cellar level.

The residential condenser units shall be model number **24ABC636A003** as manufactured by **CARRIER**. Each condenser will have an input capacity of approximately three tons and will operate at an efficiency rate of approximately 80%. The condenser for the pool area shall be model number **NC-Z-1V** as manufactured by **SERESCO**. The condenser will have an input capacity of approximately 76.9 MBH and will operate at an efficiency rate of approximately 80%.

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

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

There will be no window sleeves provided for the units.

(n) **VENTILATION**

The spaces that require mechanical ventilation within the units are the interior bathrooms and kitchen areas. These spaces within the units shall be equipped with vertical ducts with a fan, which terminates to the outside air. The minimum rate of exhaust ventilation shall be 50 cfm; for bathroom areas and approximately 3cfm per square foot of floor area or a minimum of 150 cfm, for kitchen areas as required by the New York City Building Code.

The mechanical and laundry closets within the units shall be provided with exhaust ventilation ducts for furnaces and dryers and fresh air intake ducts and registers for ventilation of the mechanical closets.

All exhaust equipment shall be New York City M.E.A. or B.S.A. approved.

(o) **ELECTRICAL SYSTEM**

(1) Service from main service switchgear;

The electrical service will be brought in from the terminal point of the Consolidated Edison Co to the building. The service supplied to the building, shall be a 2000 Amp, 120 / 208 Volt, triple phase, three wire, service.

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

(2) Service to the individual units;

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

(3) Compartment switchgear;

The sectional meter boards and transformers supplying power to the meter boards will be located in electrical meter panels, at the meter rooms located at the first floor level towards the front of the building.

(4) Unit service;

Each residential unit will be equipped with 100 Amp fuses and circuit breakers. The electrical system will be adequate to handle modern usage and appliances such as air conditioners, dishwashers and electric washers and dryers.

(5) Adequacy;

(i) Service;

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

(ii) Lighting and Fixtures;

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

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

(iii) Convenience outlets & appliance outlets;

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

Arc Fault Circuit Interrupters (AFCI) and Ground Fault Circuit Interrupters (GFCI) shall be provided at all outlets. Three way switches shall be provided at the cellar areas as necessary to comply with the N.Y. City Electrical Code.

Electrical equipment shall be installed by a licensed Electrician and shall be in compliance with the N.Y. City Electrical Code and the N.Y. City Building Code.

(p) **INTERCOMMUNICATION SYSTEM**

Each residential unit will be equipped with an intercom located close to the entrance door within the unit; which will permit voice contact between the inside of the residential units and the main entrance door at the first floor level. The intercom shall be equipped with a buzzer to allow access to the entrance lobby. The intercom shall be Model VC-MW/B as manufactured by Aiphone.

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

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

(q) **PUBLIC AREA LIGHTING**

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

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

There shall also be wall mounted, lighting fixtures provided, at the yard area to the rear of the building, at approximately the level of the second floor. The wall mounted, lighting fixtures shall each be a minimum of sixty (60) watts incandescent illumination or its equivalent.

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

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

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

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

(r) **GARAGES AND PARKING AREAS**

There will be one, covered parking space and two, open parking spaces, located at the first floor / grade level, towards the rear of the building. Each parking space will be approximately eight feet and six inches in width and eighteen feet in length. The covered parking space will be an ADA parking space.

(1) Location of garages;

There will be no enclosed parking garages.

(2) Location of parking areas;

The parking spaces will be located at the first floor level, beneath the building and at the yard area to the rear of the building.

All parking spaces will be accessible via a curb cut at the sidewalk area to the northerly side of the building off East 13th Street.

(3) Surfaces;

Parking surfaces shall be of be of poured concrete, reinforced with welded steel wire fabric. Each parking space will be delineated with dashed lines of white or yellow epoxy paint.

(4) Parking (attended or unattended);

Parking spaces will be unattended.

(5) Garage ventilation (method and equipment);

There will be no mechanical exhaust ventilation provided for the parking areas as the parking spaces will not be enclosed.

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

There will be no parking garage, therefore no fire protection equipment.

(7) Drainage;

The parking areas at the first floor level will be equipped with cast iron, area drains connected to the building's storm drainage system.

(s) **SWIMMING POOLS**

There will be one enclosed swimming pool located at the cellar floor level which will be a common area for the residents of the building.

(1) Type (concrete, material composition) and Location;

The swimming pool will be of poured reinforced concrete construction. The walls and floors will be finished with a white marcite finish.

(2) Size (length, width, depth, and approximate number of bathers permitted at any time);

The pool will be irregular in shape and approximately thirty feet in length at the longest point and twenty two feet in length at the opposite side. The pool will be twenty feet in width, at the narrowest point and twenty seven feet in width at the opposite side. The depth of the pool will be four feet and six inches below the water level at all points. The pool will be capable of accommodating approximately twenty persons at any one time.

(3) Enclosure (material including roof);

The bottom of the swimming pool and the general floor level of the entire cellar will be a two foot thick, poured, reinforced concrete mat slab. The side walls which will be the foundation walls will also be of one foot thick, poured, reinforced concrete construction. The ceiling area above the pool area will be a two foot thick, poured, reinforced concrete slab. The bottom of the pool and the side walls shall be finished with a white marcite finish. The perimeter of the pool will be finished with a slip proof mosaic tile.

(4) Pumping and filter system;

Pool equipment will be located in a pool mechanical room located at the cellar floor level adjacent to the northerly side lot line.

The pool will be equipped with a high rate filter (model number 132-52 as manufactured by **MER-MADE**), self priming pumps (model number SP-323OEE as manufactured by **HAYWARD**), booster pump (model number STA-RITE 1-1/2 HP as manufactured by **STA-RITE**) and drain sump pumps (model number MLD-FG-0909 as manufactured by **LAWSON AQUATICS**).

(5) Water heating equipment;

The pool will be heated by a hot water boiler (model number ERN 151 as manufactured by **LOCHINVAR**) which will be located in the mechanical room towards the front of the building. The boiler will have a heating capacity of approximately 150, 000 BTU/HR and will operate with approximately 80% efficiency.

(6) Structural support system (roof location);

The pool area will be supported by a poured reinforced concrete foundation walls and columns supported on a poured, reinforced mat concrete foundation throughout the entire cellar. The ceiling which will be located at the rear yard area of the property will also be of poured, reinforced concrete slab construction supported by the concrete foundation walls and columns.

(t) **TENNIS COURTS, PLAYGROUNDS AND RECREATION FACILITIES**

There will be no tennis courts or playgrounds or recreational facilities at the exterior yard areas of the buildings. The following sub sections (1) and 2) will not be applicable to this Report:

(1) Tennis Courts:

- (i) Type (clay, macadam, turf);
- (ii) Number and Size;
- (iii) Lighting (number and type);
- (iv) Fencing and enclosure;

(2) Playgrounds (size and location);

(3) Other Recreation facilities;

There will be a common, enclosed recreation area at the first floor level, adjacent to the lobby area with a net area of approximately three hundred and ten square feet. The area will be capable of accommodating approximately twenty persons. There will also be a common, open, recreation area located towards the front of the building at the roof above the seventh floor. The roof area will be approximately three hundred and twenty five square feet and will be capable of accommodating approximately twenty persons.

The eventual furnishing of the recreational areas, the times of access to the areas, the maintenance and the rules and regulations governing the use of the spaces shall be decided by the Condominium Board.

(u) **PERMITS AND CERTIFICATES**

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

The following permits will be obtained by the Sponsor:

PERMIT TYPE	AGENCY
Demolition	Department of Building
Fence	Department of Building
Sidewalk Shed	Department of Building
Foundation	Department of Building
General Construction	Department of Buildings
Plumbing	Department of Buildings
Sprinkler	Department of Buildings
Electrical	Department of Buildings
Elevator	Department of Buildings
Site Connection	Department of Environmental Protection
Builders Pavement (Construct new sidewalk)	Department of Buildings.

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

Site connection permits will be valid for two years from the date of issue.

All permits issued by the New York City Department of Transportation expire on December 31st of each year and are required to be renewed.

(v) **VIOLATIONS**

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

Any violations issued by the N.Y. City Department of Buildings will be corrected by the Sponsor's contractor prior to the completion of the building.

A final Certificate of Occupancy will not be issued by the N.Y. City Department of Buildings until all violations, if any, are corrected.

(w) UNIT INFORMATION

The condominium will consist of eleven (11) Residential units and three (3) Parking units.

The Residential units will be located at the second through seventh floor levels of the building. There will be two residential units located at each of the second through sixth floor levels and one residential unit located at the seventh floor level.

The parking units will be located at the first floor, grade level towards the rear of the building. There will be a common, enclosed, recreation area and entrance lobby, located at the first floor level. There will also be a common, open recreation area located at the roof above the seventh floor level.

There will be a swimming pool, whirlpool tub, sauna, steam room and showers at the cellar level, towards the rear of the building. There will also be mechanical and meter rooms and a refuse storage room at the cellar level towards the front of the building. There will be a common

Units 2 A and 2 B will each consist of:

Two (2) bedrooms, two (2) bathrooms, living / dining area, kitchen, laundry closet and mechanical closet;

Units 3 A and 3 B will each consist of:

Two (2) bedrooms, two (2) bathrooms, living / dining area, kitchen, laundry closet and mechanical closet;

Units 4 A and 4 B will each consist of:

Two (2) bedrooms, two (2) bathrooms, living / dining area, kitchen, laundry closet and mechanical closet;

Units 5 A and 5 B will each consist of:

Two (2) bedrooms, two (2) bathrooms, living / dining area, kitchen, laundry closet and mechanical closet;

Units 6 A and 6 B will each consist of:

Two (2) bedrooms, two (2) bathrooms, living / dining area, kitchen, laundry closet and mechanical closet;

Unit PH will consist of:

Three (3) bedrooms, two and one half (2 ½) bathrooms, living / dining area, kitchen, laundry closet and mechanical closet;

Unit P 1 will consist of:

One (1) covered parking space;

Units P 2 and P 3 will each consist of:

One (1) open parking space;

UNIT SIZES:

The dimensions indicated are approximate and are located: horizontally; approximately to the outside face of the exterior walls of the building and approximately to the non-unit side of the walls and partitions (dividing the units from corridors, stairs and mechanical spaces). Dimensions shall be to the centerline when a partition divides two units.

The approximate square footages for each unit are as follows:

Unit 2 A	Second Floor	= 1,120 square feet
Unit 2 B	Second Floor	= 1,120 square feet
Unit 3 A	Third Floor	= 1,120 square feet
Unit 3 B	Third Floor	= 1,120 square feet
Unit 4 A	Fourth Floor	= 1,120 square feet
Unit 4 B	Fourth Floor	= 1,120 square feet
Unit 5 A	Fifth Floor	= 1,120 square feet
Unit 5 B	Fifth Floor	= 1,120 square feet
Unit 6 A	Sixth Floor	= 1,120 square feet
Unit 6 B	Sixth Floor	= 1,120 square feet
Unit PH	Seventh Floor	= 1,818 square feet
Unit P 1	Grade	= 153 square feet
Unit P 2	Grade	= 153 square feet
Unit P 3	Grade	= 153 square feet

(1) **UNIT FINISHES:**

The units will be finished as described herein.

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

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

Residential kitchens shall have a hardwood finished flooring of ¾" select grade oak strips on ¾" plywood subflooring, covering the floors, and gypsum wallboard walls and ceilings.

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

The Sponsor reserves the right to provide hardwood flooring of a different species than noted above.

When completed, the following interior finishes will be installed;

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

Note:

G.W.B : Denotes Gypsum Wallboard
Mas. : Denotes Masonry
Cl. : Denotes Closet

All wood floors shall be of select grade finish.

All painted surfaces will consist of at least one primer coat and one finished coat of paint.

(2) **BATHROOM FIXTURE SCHEDULE:**

A. Water Closets: shall be model; Colony 2388.012 as manufactured by American Standard. Water closets shall be of vitreous china and shall be floor mounted and equipped with siphon flushing action. Water closets are also to be equipped with vacuum breakers and shall meet water saving performance standards as per New York City Local Law 29/89.

B. Countertop lavatory: shall be model; Rondalyn 0491.019 as manufactured by American Standard with American Standard, model; Colony 2175.200 faucet; set in a plastic laminate finished, particle board vanity countertop.

C. Bathtubs: shall be model; Salem 0155.017 with flow outlet, showerhead and trim model; Colony R110SS as manufactured by American Standard.

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

(3) **KITCHEN EQUIPMENT SCHEDULE:**

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

1. Formica or wood laminate, wall and base cabinets and formica or wood laminate countertops.
2. Stainless steel sink by Crane, with faucet by Delta model number 400.
3. One, four burner gas range by Frigidare, model number FGF 368.
4. One, refrigerator by Frigidare, model number LGHT1837 LP.

Note:

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

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

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

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

Location	Floors	Base	Walls	Ceilings
1. Mechanical Room	Concrete	Mas./G.W.B.	Mas./ G.W.B.	G.W.B. Painted
2. Meter Room	Concrete	Mas./G.W.B.	Mas./ G.W.B.	G.W.B. Painted
3. Stair Hallways	Concrete	Concrete	Mas./ G.W.B. Painted	G.W.B. Painted
4. Parking Spaces	Concrete	Masonry	Mas./ G.W.B. Painted	G.W.B. Painted
5. Swimming Pool	Concrete	Concrete/Tile	Tile / Concrete Painted	Concrete Painted

Note:

G.W.B : Denotes Gypsum Wallboard
Mas. : Denotes Masonry

All concrete floors shall be a smooth screed finish.

All painted surfaces will consist of at least one primer coat and one finished coat of paint except at mechanical and meter rooms which will be finished with one primer coat of paint.

(y) **SAFETY AND WARNING DEVICES**

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

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

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

(bb) **FURTHER DEVELOPMENT**

There will be no further development of the property. The Sponsor shall not construct any additional units or phases after completion of the structure which is contrary to the plans as approved by the N.Y. City Department of Buildings.

(cc) **ASBESTOS**

There shall be no asbestos made products or products containing asbestos materials used in the construction of the building.

(dd) **LEAD-BASED PAINT**

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

(ee) **CORROSIVE MATERIALS**

There shall be no "Chinese Drywall" or other known corrosive drywall materials used in the renovation of the building.

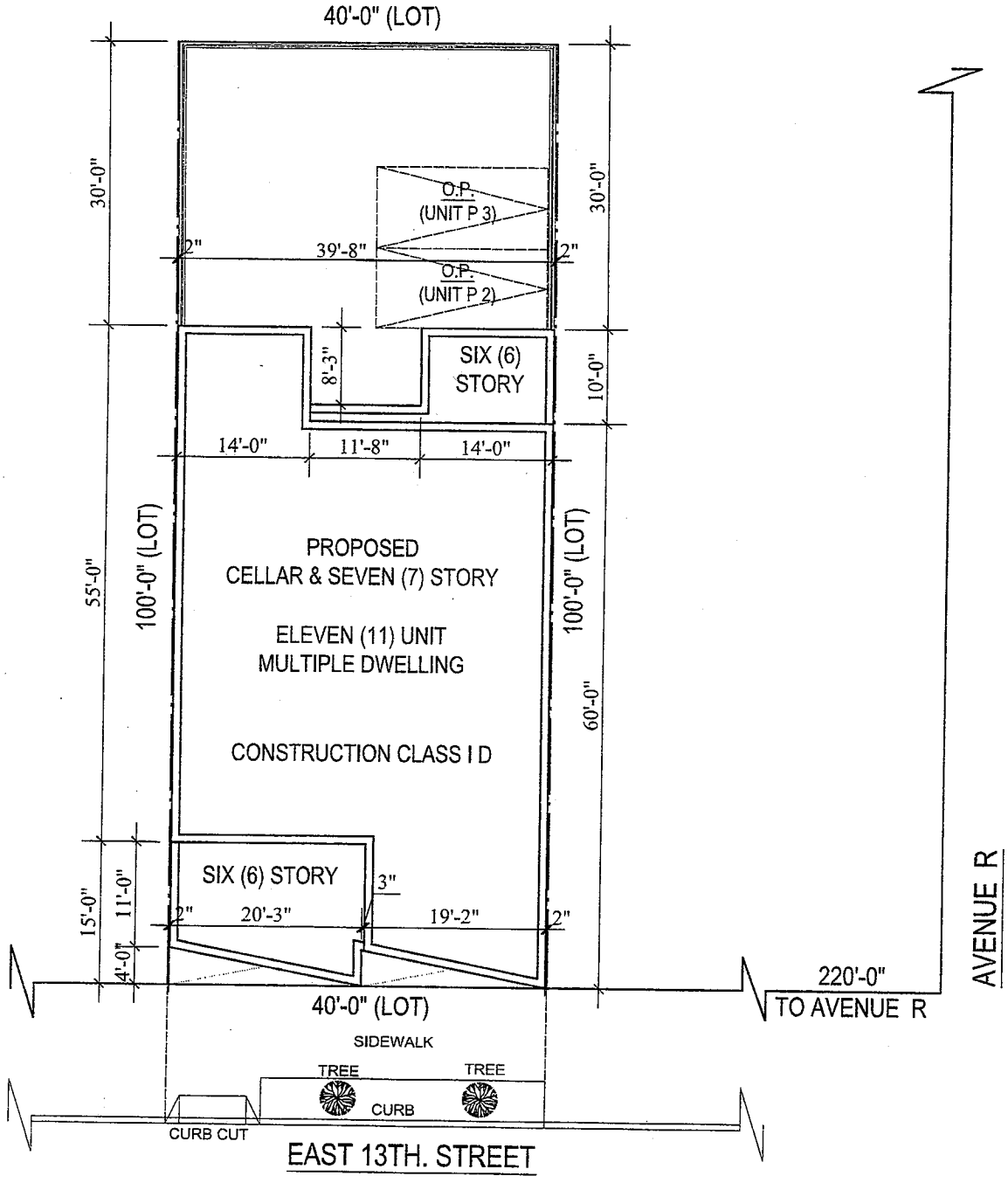
(ff) **TENANT PROTECTION PLAN**

The building will not be occupied by tenants and / or unit owners prior to the Sponsor obtaining the Final Certificate of Occupancy.

(gg) **DOCUMENTS TO BE TRANSFERRED TO THE CONDOMINIUM MANAGEMENT**

The following documents, as applicable, shall be transferred to the Condominium Management upon transfer of control:

Operation & Maintenance (O & M) manuals for mechanical equipment;
Electronic system manual;
Re-commissioning manual (as applicable);
Equipment Warranties;
Roof Warranty;
Major Equipment Start-Up Sheets;
Control System As-Built
Original Test and Balance Report for HVAC System;
Indoor Air Quality Report;
Final As-Built Drawings as maintained during construction, ie, Structural, Mechanical, Electrical, Plumbing, Shop Drawings.

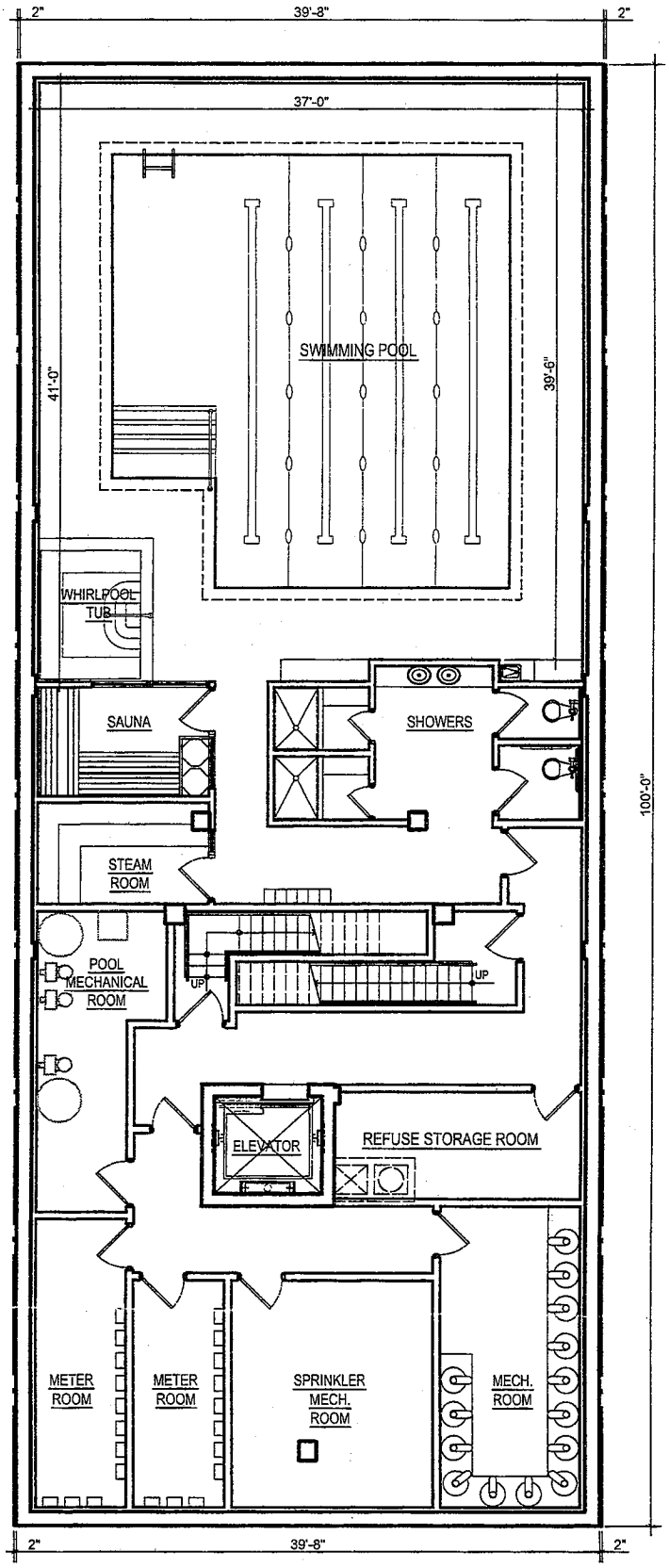


PLOT PLAN

1769 EAST 13TH. STREET, BROOKLYN, N.Y.

BLOCK : 6796

LOT : 65

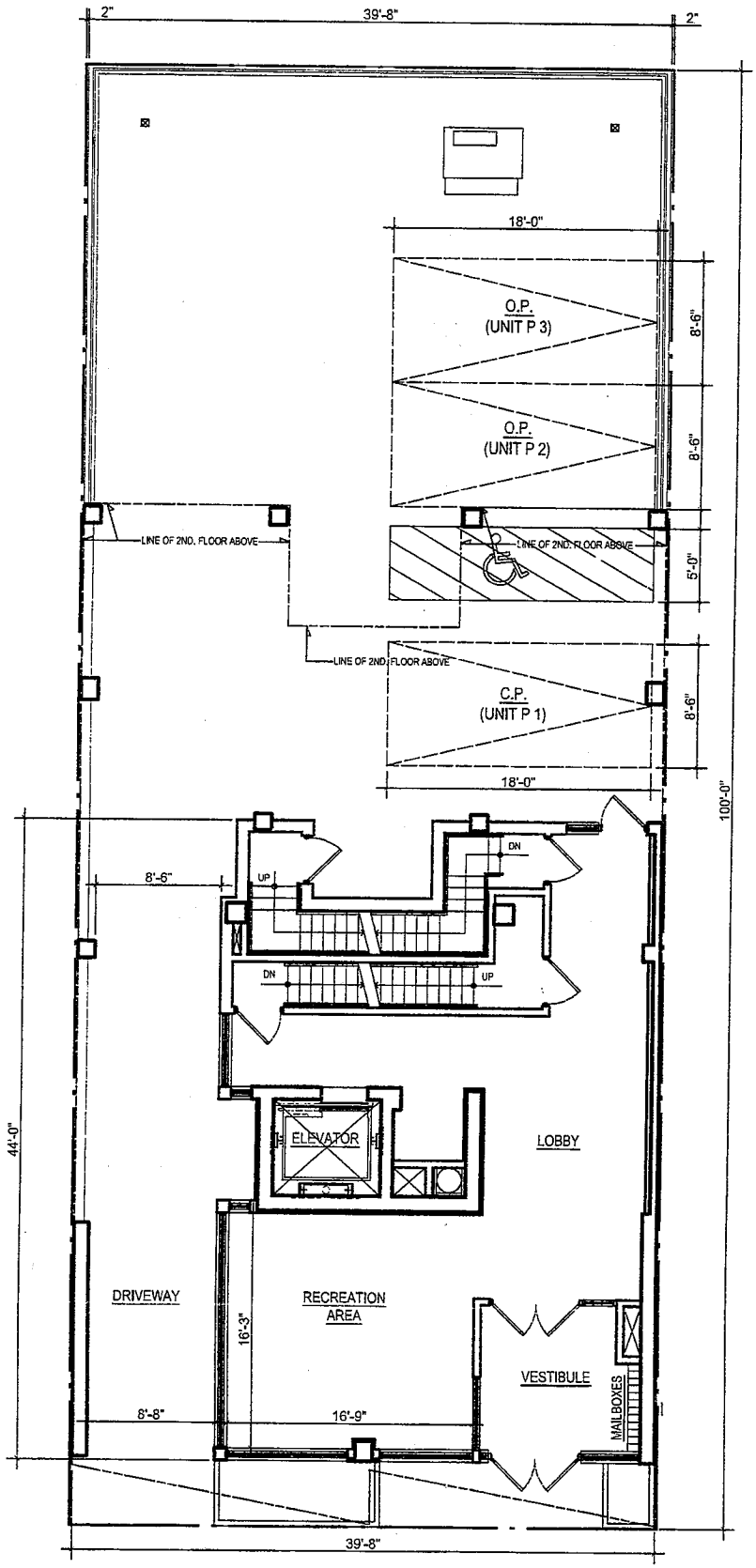


CELLAR FLOOR PLAN

1769 EAST 13TH. STREET, BROOKLYN, N.Y.

1' 3' 5' 10' 15' 20'

0' 2' 4'

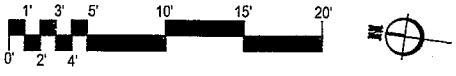


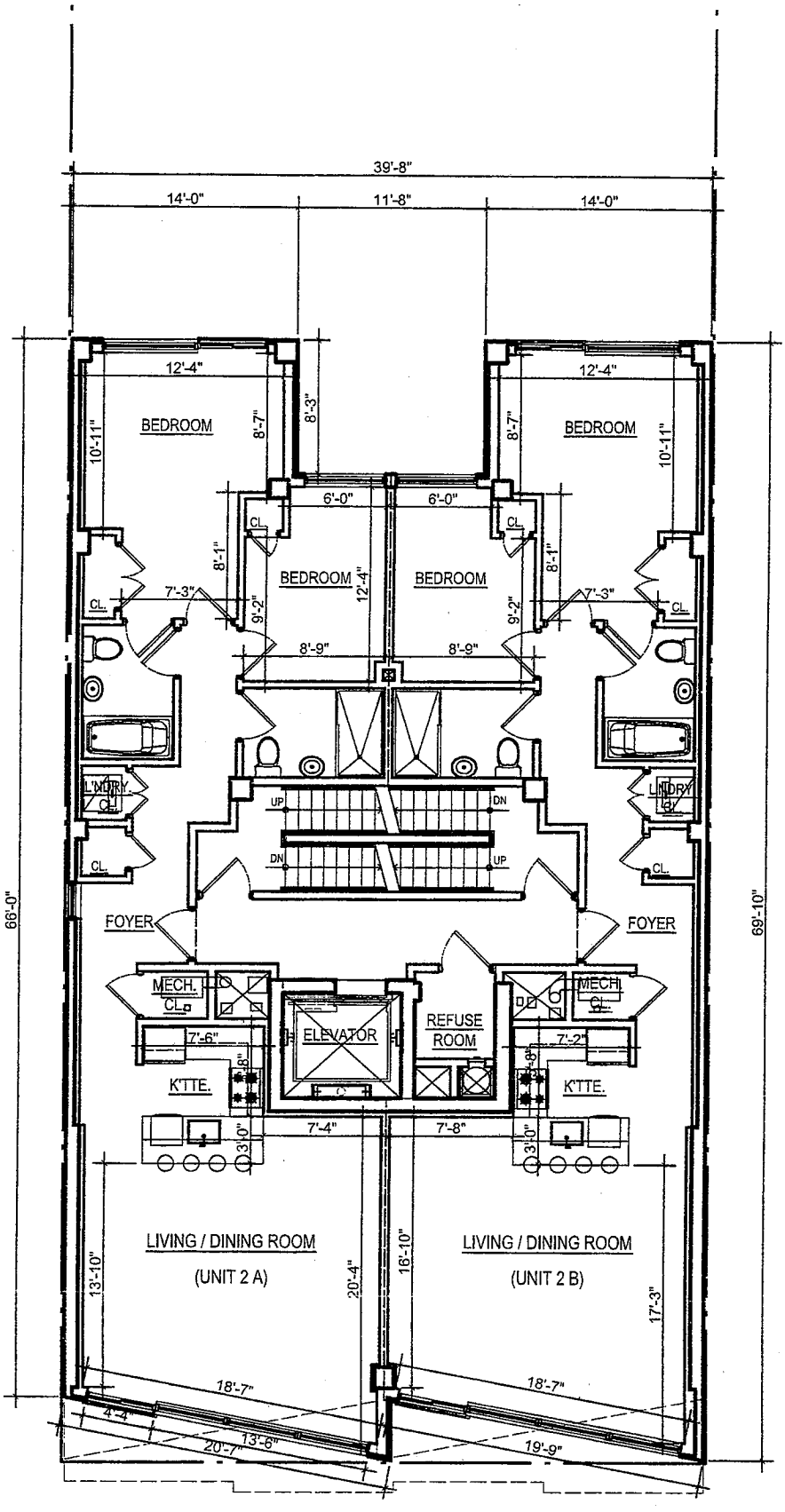
O.P. : DENOTES OPEN PARKING SPACE

C.P. : DENOTES COVER PARKING SPACE

FIRST FLOOR PLAN

1769 EAST 13TH. STREET, BROOKLYN, N.Y.



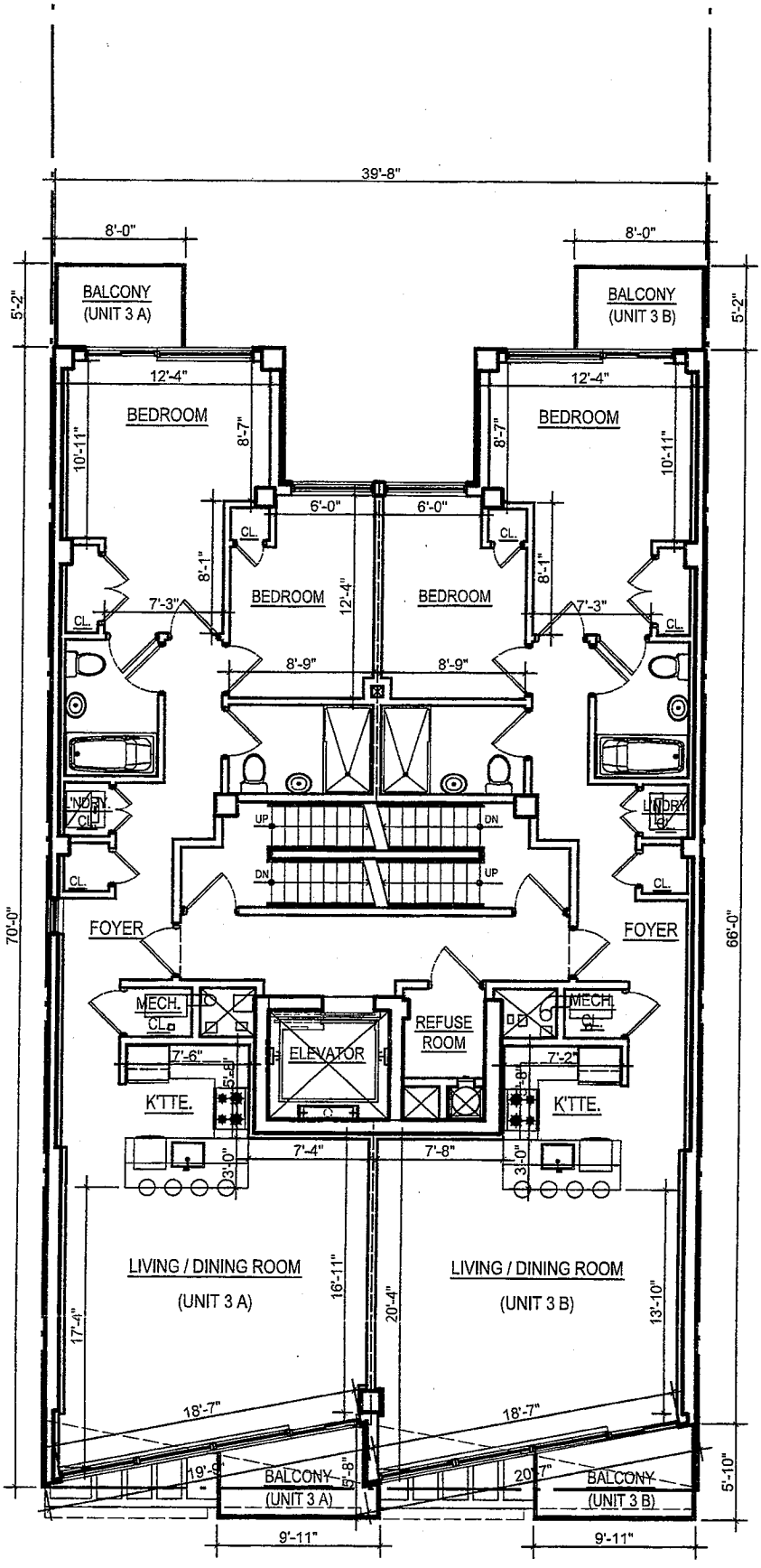


SECOND FLOOR PLAN

1769 EAST 13TH. STREET. BROOKLYN, N.Y.

1' 3' 5' 10' 15' 20'

0' 2' 4'



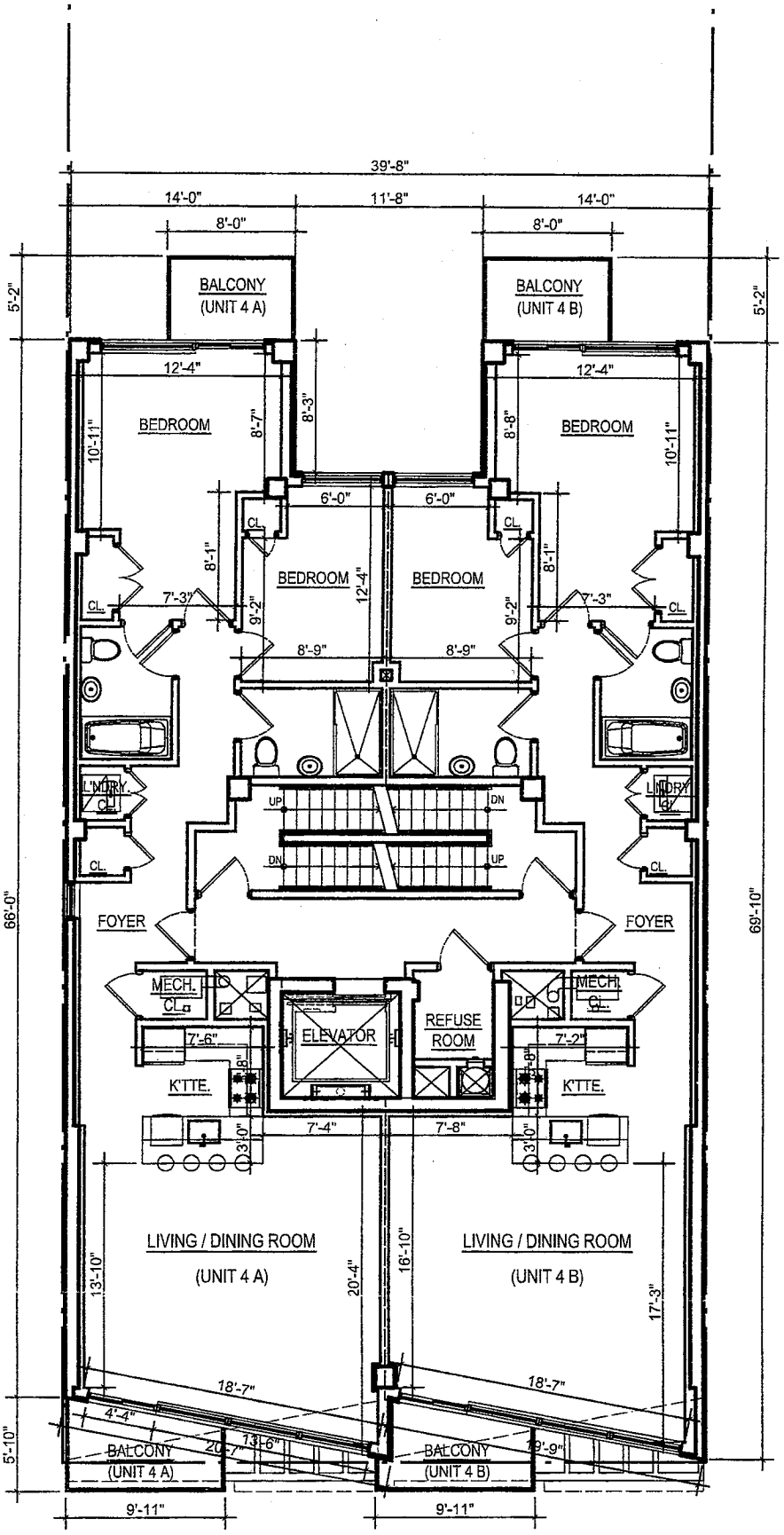
THIRD FLOOR PLAN

1769 EAST 13TH. STREET, BROOKLYN, N.Y.

1' 3' 5' 10' 15' 20'

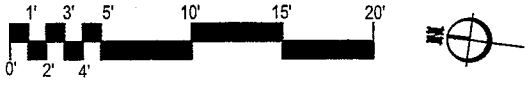
0' 2' 4'

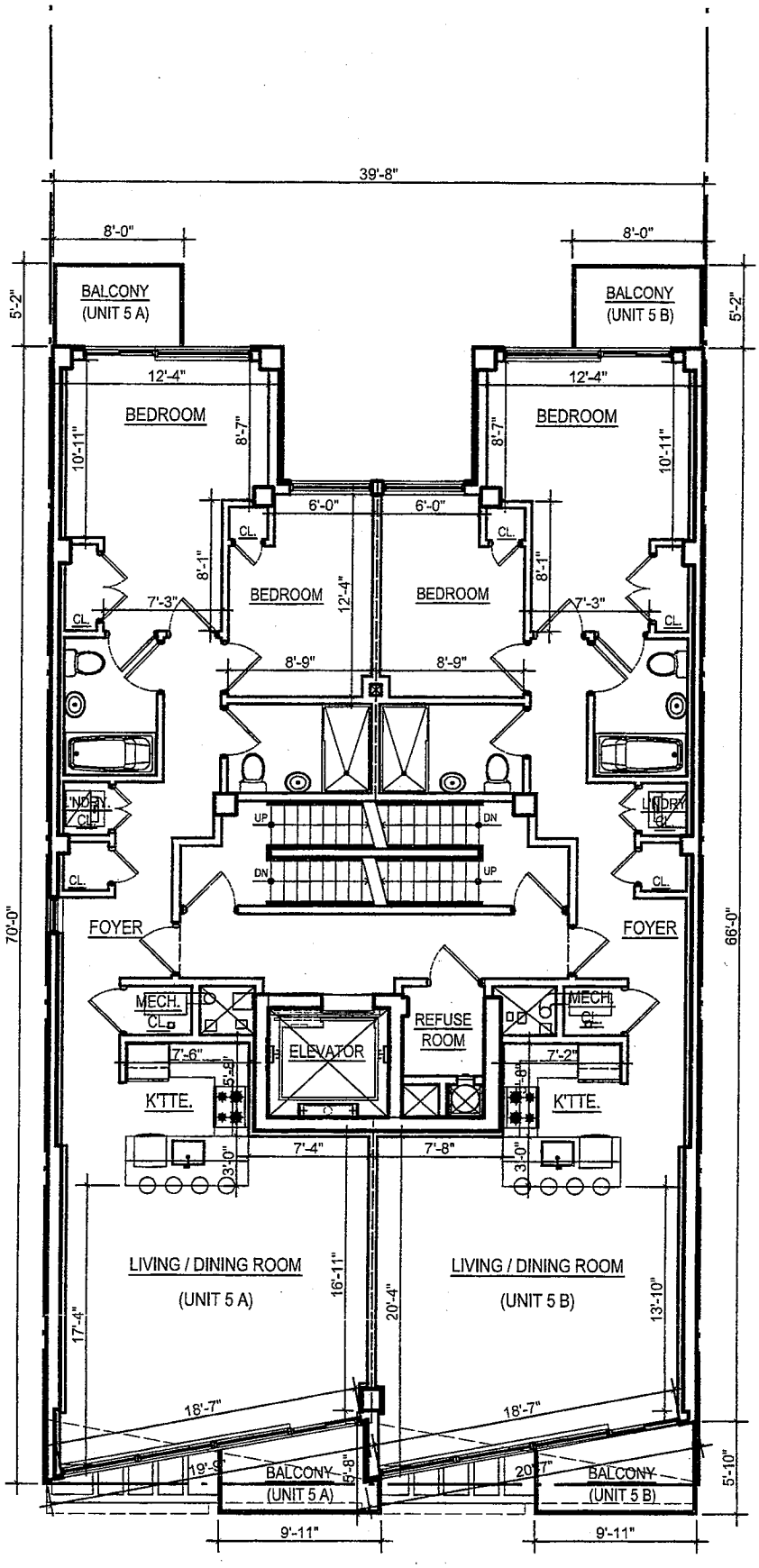
N



FOURTH FLOOR PLAN

1769 EAST 13TH. STREET, BROOKLYN, N.Y.





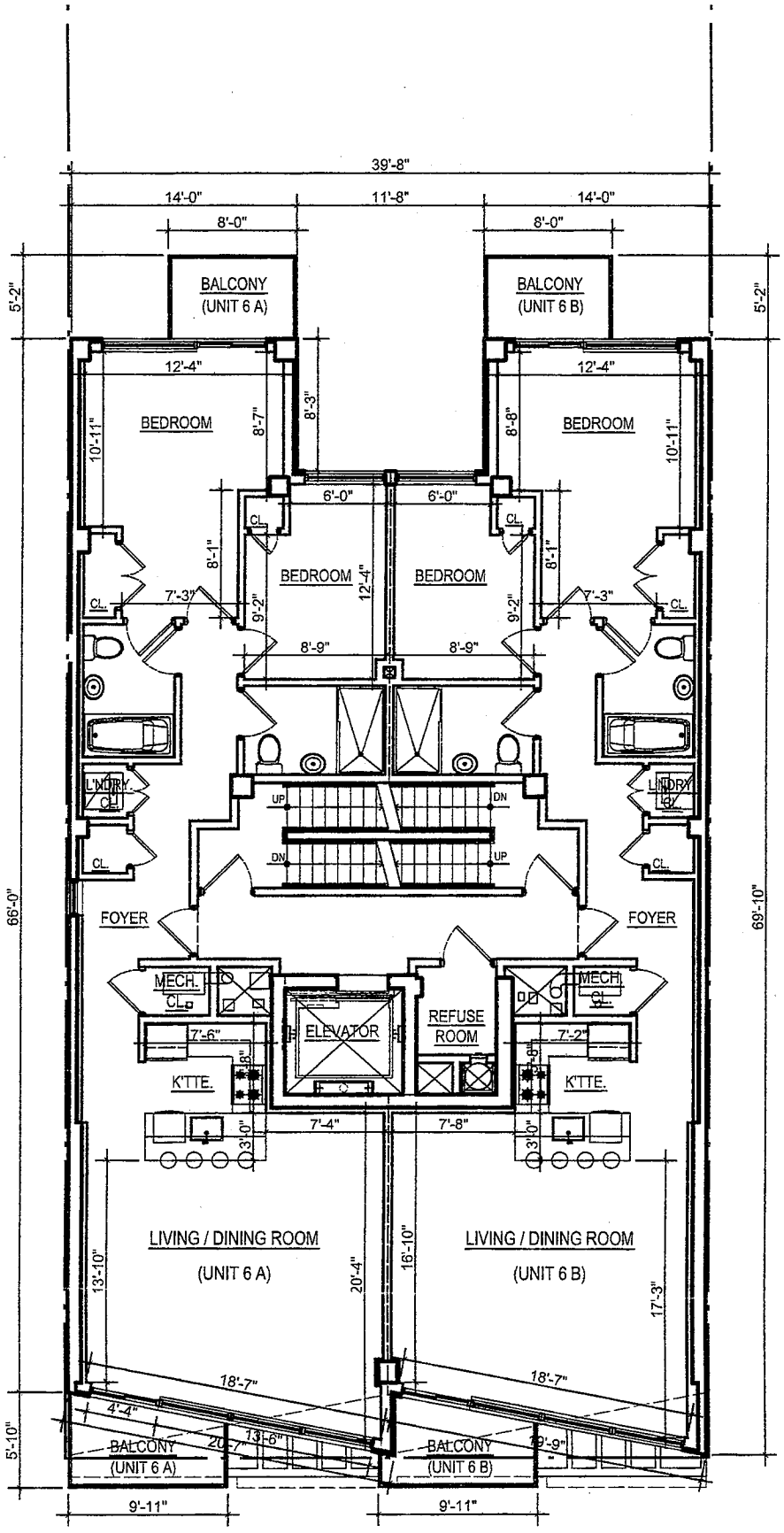
FIFTH FLOOR PLAN

1769 EAST 13TH. STREET. BROOKLYN, N.Y.

1' 3' 5' 10' 15' 20'

0' 2' 4'

N

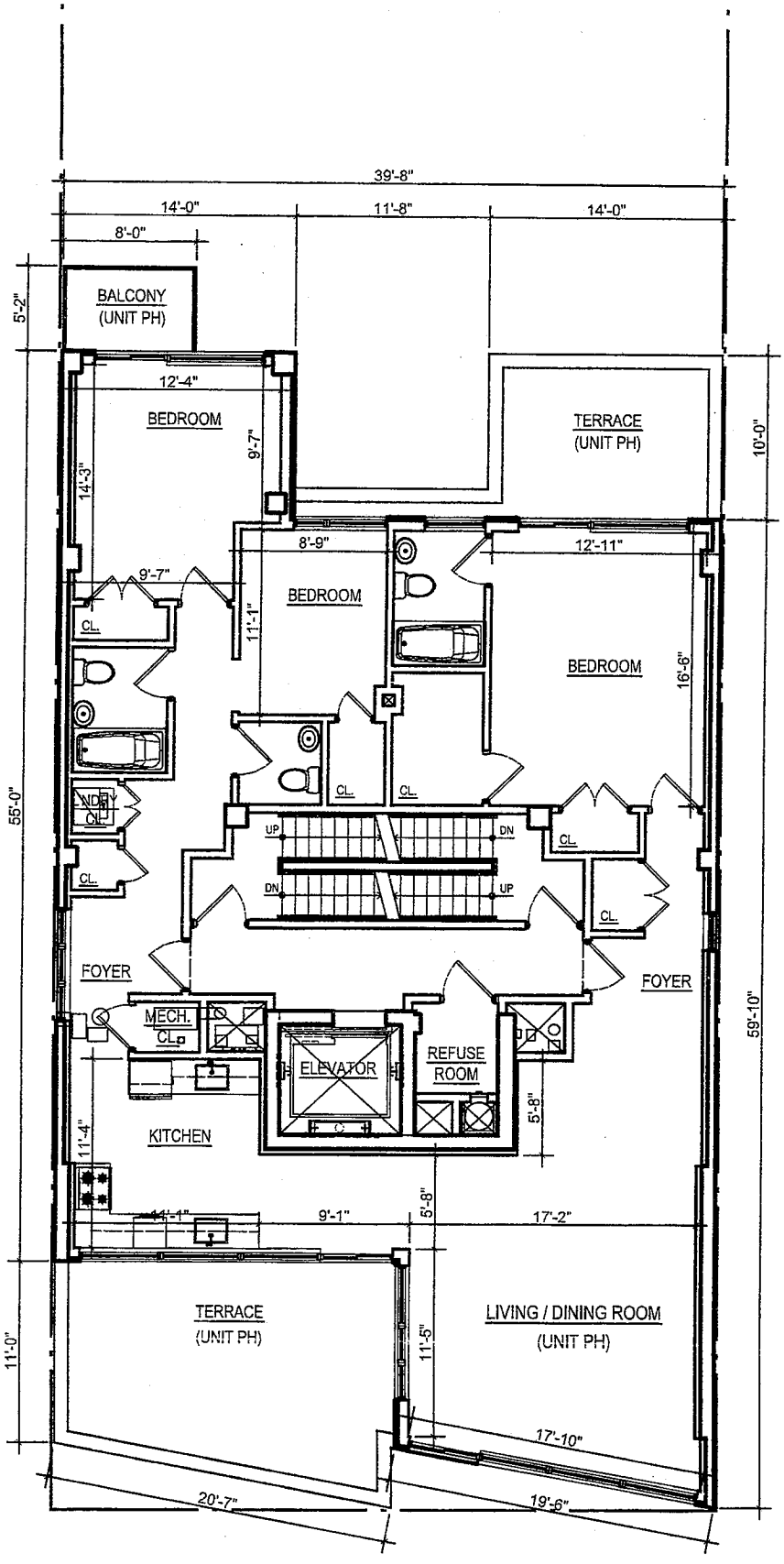


SIXTH FLOOR PLAN

1769 EAST 13TH. STREET, BROOKLYN, N.Y.

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0' 2' 4'

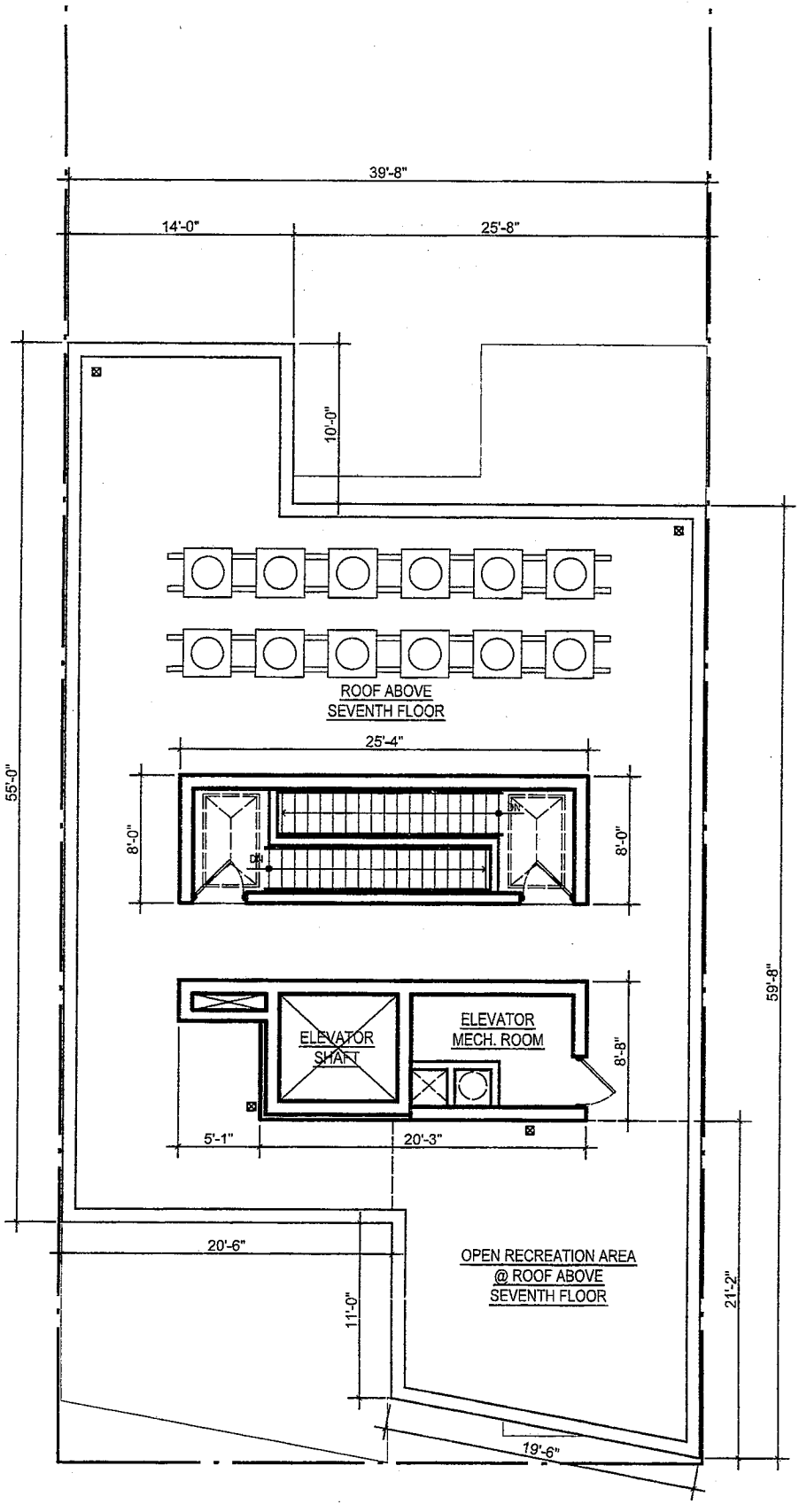


SEVENTH FLOOR PLAN

1769 EAST 13TH. STREET, BROOKLYN, N.Y.

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0' 2' 4'

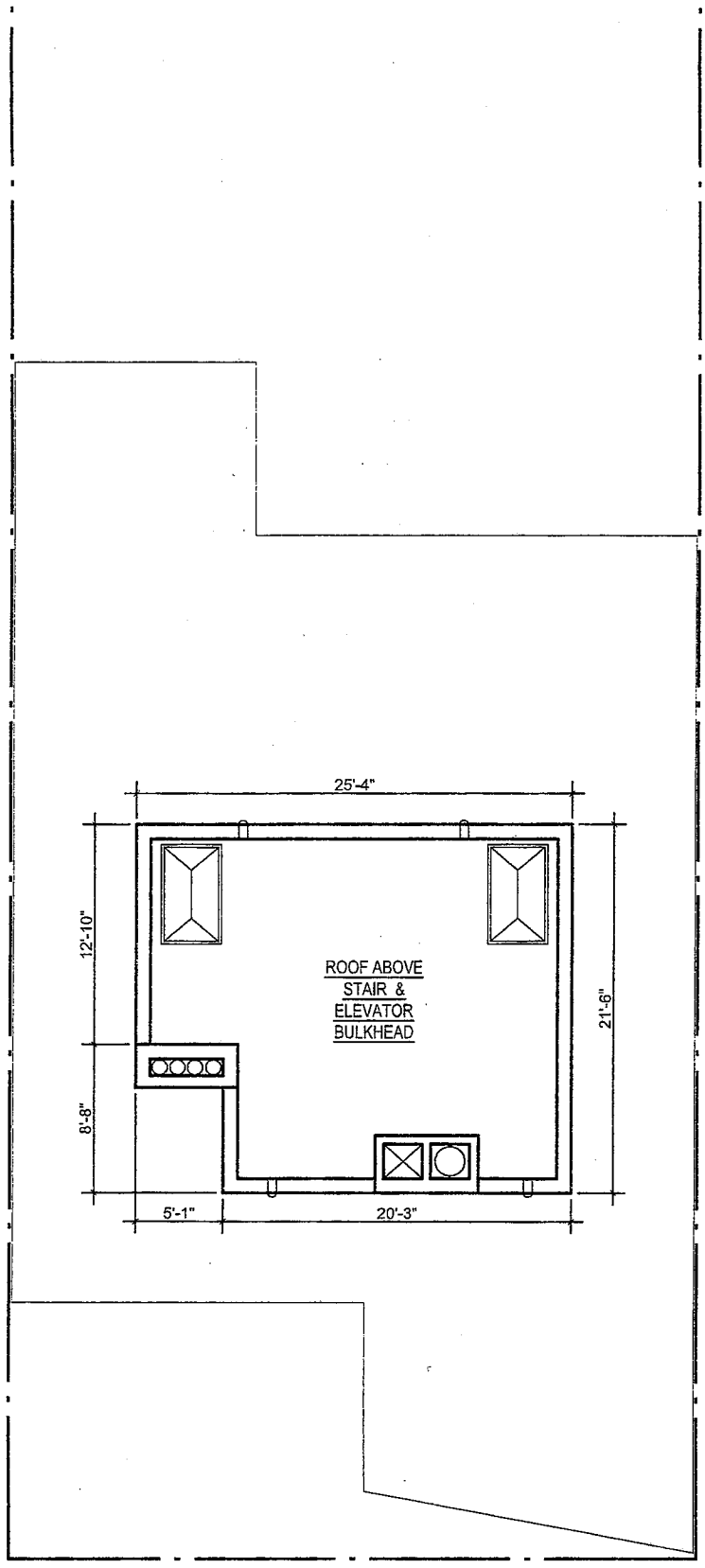


BULKHEAD & ROOF PLAN

1769 EAST 13TH. STREET, BROOKLYN, N.Y.

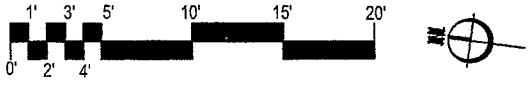
1' 3' 5' 10' 15' 20'

0' 2' 4'



BULKHEAD ROOF PLAN

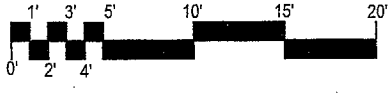
1769 EAST 13TH. STREET, BROOKLYN, N.Y.

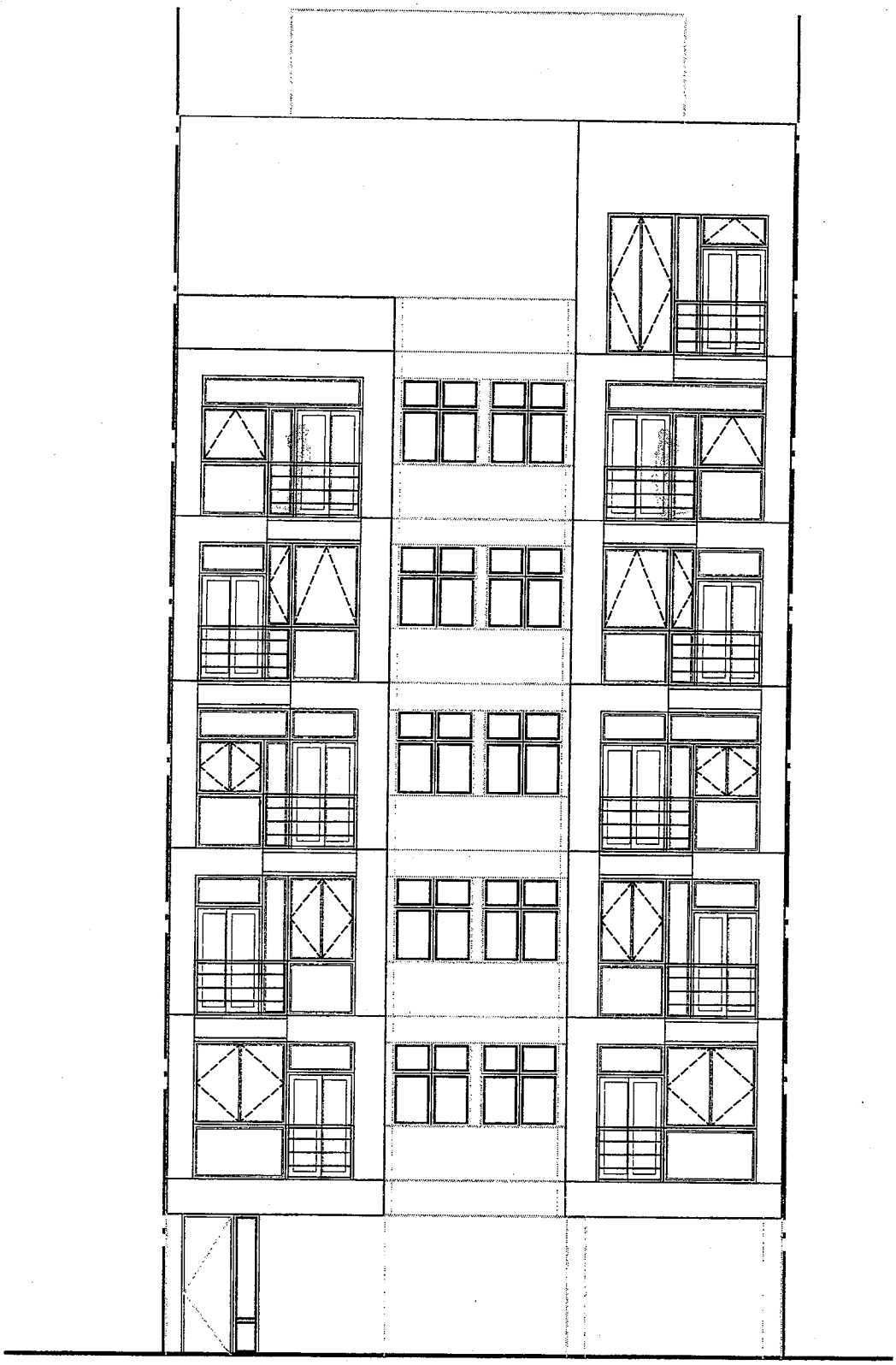




FRONT ELEVATION

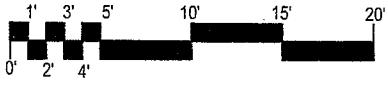
1769 EAST 13TH. STREET, BROOKLYN, N.Y.





REAR ELEVATION

1769 EAST 13TH. STREET, BROOKLYN, N.Y.



NEW YORK STATE DEPARTMENT OF LAW

MODEL FORM OF ESCROW AGREEMENT

AGREEMENT made this _____ day of _____, 20___, by and among _____ ("PURCHASER"), 1769 East 13th Street, LLC, ("SPONSOR"), as sponsor of the Lighthouse Condominium offering plan ("Plan") and Boris Saks PLLC, ("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 1769 East 13th Street, Brooklyn, New York, subject to the terms and conditions set forth in the Plan; and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") 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 JPMorgan Chase Bank located at 1100 Kings Highway, Brooklyn, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Boris Saks PLLC – Attorney Escrow Account/IOLA, or similar name ("Escrow Account"). The account number is _____.

1.2 ESCROW AGENT has designated the following attorneys to serve as signatories: Boris Saks, Esq. All designated signatories are admitted to practice law in the State of New York.

All of the signatories on the Escrow Account have an address of 1732 East 12th Street, Brooklyn, New York 11229, and a telephone number of (718)998-1800.

1.3 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.4 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing .

1.5 The Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of Boris Saks PLLC, 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 [shares/unit/membership interest/fractional interest];

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/building] is located and shall give written notice to both SPONSOR and PURCHASER of such deposit.

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

3.4.1 Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.4.2 Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the Escrow Account for seven years after release of the Deposit.

4.2 Upon the dissolution of the law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the New York State Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and PURCHASER, and ESCROW AGENT acknowledges its fiduciary and statutory obligations pursuant to GBL§§ 352-e(2-b) and 352-h.

5.3 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-h and the New York State Department of Law's regulations.

6.2 SPONSOR shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from PURCHASER and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled by either:

7.1.1 Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. PURCHASER shall be deemed to have consented to such cancellation;

7.1.2 The resignation of ESCROW AGENT, which shall not take effect until ESCROW AGENT is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to PURCHASER of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefor.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2 above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

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

9. GOVERNING LAW.

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

10. ESCROW AGENT'S COMPENSATION.

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

11. SEVERABILITY.

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

12. INDEMNIFICATION.

SPONSOR agrees to defend, indemnify, and hold ESCROW AGENT harmless from and against all costs, claims, expenses, and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of ESCROW AGENT. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. ENTIRE AGREEMENT.

This Agreement, read together with GBL §§ 352-e(2-b) and 352-hand the New York State Department of Law's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

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

ESCROW AGENT:

Boris Saks, Esq. PLLC

By: _____
Name: Boris Saks, Esq.

SPONSOR

1769 East 13th Street, LLC

By: _____
Name:
Title: Member

PURCHASER

[INSERT NAME]

By: _____
Name: _____
Title: _____

EXHIBIT "G"

DECLARATION

Establishing a Plan of Condominium Ownership of the Premises Located at
1769 East 13th Street, Brooklyn, New York 11229
Pursuant to Article 9-B of the Real Property Law of the State of New York

Name: THE LIGHTHOUSE CONDOMINIUM

Sponsor: 1769 East 13th Street, LLC
1526 49th Street
Brooklyn, New York 11219

Date of Declaration:

The land affected by the within instrument lies in Block 6796, Lot(s) on the Tax Map of the Borough of Brooklyn, County of Kings, and State of New York.

Record & Return To:

Boris Saks, Esq., PLLC
1732 East 12th Street
Brooklyn, New York 11229

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DECLARATION

OF

THE LIGHTHOUSE CONDOMINIUM

Pursuant to Article 9-B of the Real
Property Law of the State of New York

1769 East 13th Street, LLC, a New York Limited Liability Company having an office at 1526 49th Street, Brooklyn, New York ("Sponsor"), hereby declares as follows:

ARTICLE 1
SUBMISSION OF THE PROPERTY

The Sponsor hereby submits the Land and Building (each hereinafter defined), and all other improvements erected thereon and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act").

ARTICLE 2
DESCRIPTION OF THE LAND

The Land consists of all that certain tract, plot and parcel of land situate, lying sand being in the County of Kings and State of New York, bounded and described in Schedule A annexed hereto and made a part hereof.

ARTICLE 3
DESCRIPTION OF THE BUILDINGS

The Condominium contains a total of eleven (11) residential units (the "Residential Units"), and three (3) parking units (the "Parking Units"), (the Residential Units and Parking Units may be collectively referred to as the "Units") in a building consisting of seven (7) stories and a cellar.

The principal materials of which the Building is constructed are concrete, block, brick, wood and steel.

ARTICLE 4
THE UNITS

Schedule B annexed hereto and made a part of hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: the Unit designation, tax lot number, location, approximate area, number of rooms, common elements to which it has immediate access and the percentage of common interest appurtenant thereto. The location of each Unit, and any Limited Common Elements appurtenant thereto, is more clearly designated on the Floor Plans and reference should be made thereto for the statement of the location of each Unit.

ARTICLE 5
DESCRIPTION OF THE COMMON ELEMENTS

The Common Elements consist of all portions of the Property other than the Units, including, without limitation, the following:

(a) The land on which the Building is located;

(b) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, exterior walls and entrances and exits of the Building;

(c) Central and appurtenant installations for services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;

(d) The elevators, escalators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use; and

(e) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

Certain portions of the Common Elements are irrevocably restricted in use to specified Unit Owners, subject to the right of the Board of Managers to enter upon any restricted area for maintenance, repair or improvement of a Unit or Common Element and subject to the rules of the Board of Managers. Any portion of the Common Elements which are not restricted in use may be used by any Unit Owner and are referred to as General Common Elements.

The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law.

The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE 6
COMMON INTERESTS

Schedule B annexed hereto and made a part of hereof sets forth the percentage of Common Interest appurtenant to each Unit. In accordance with the Condominium Act, the Common Interests of each Unit 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 7
USE OF BUILDING AND UNITS

Each of the Residential Units in the Building may be used only as a residence. No more than one family may occupy a single Residential Unit at one time. Each of the Parking Units may be used only as a parking space. Each of the Storage Units may only be used as a storage space.

ARTICLE 8
SERVICE OF PROCESS

The Secretary of State is designated as agent of the Board of Managers upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Board of Managers served upon him is 1769 East 13th Street East 21st Street, Brooklyn, New York 11229. The Board of Managers shall update said address as necessary.

ARTICLE 9
AMENDMENTS TO THE DECLARATION

Subject to the provisions contained herein or in the By-Laws, any provision of this Declaration may be amended, modified, added to, or deleted by the vote of at least 66 2/3 % in number and in Common Interest of all Unit Owners, taken in accordance with the provisions of the By-Laws.

Notwithstanding the foregoing, no amendment shall be effective:

(a) That restricts the rights of mortgagees;
(b) Which changes the Common Interest of any Unit Owner, without the consent of the Unit Owner whose Common Interest would be affected thereby;
(c) Which adversely affects the Sponsor, without Sponsor's consent; or
(d) Until it is recorded in the Kings County Register's Office.

ARTICLE 10
POWER OF ATTORNEY TO BOARD OF MANAGERS

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 Board of Managers, jointly to:

(a) acquire or lease any Unit, together with is Common Interest, appurtenant thereto, (i) whose Unit Owner desires to sell, convey, transfer, assign, lease or surrender such Unit, or (ii) that becomes the subject of a foreclosure or other similar sale, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners;

(b) convey, sell, lease, mortgage or otherwise deal with (but not to vote the interest appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(c) execute, acknowledge and deliver, (i) any declaration or other instrument affecting the Condominium that the Board of Managers deems necessary or appropriate to comply with any applicable law in respect of the maintenance, demolition, construction, alternation, repair, restoration or other work in or to the Condominium, or (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Board of Managers deems necessary or appropriate.

In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of the Board of Managers, 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 set forth in Exhibit C of the Offering Plan.

ARTICLE 11
ACQUISITION OF UNITS BY THE BOARD OF MANAGERS

In the event any Unit Owner shall convey his Unit to the Board of Managers in accordance with Section 339-x of the Condominium Act or in the event the Board of Managers shall purchase, acquire or lease any Unit, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners, in proportion to their respective Common Interests.

ARTICLE 12
ALTERATIONS

To the extent permitted by law, with respect to Units owned by the Sponsor, the Sponsor or its successor shall have the right, without the vote or consent of the Board of Managers, other Unit Owners, or mortgagees of record, if any, to perform work, whether structural or non-structural,

interior or exterior, ordinary or extraordinary, in, to, and upon the Units, change the layout of or number of rooms in any Unit, change the size and/or number of Units by subdividing one or more Units into two or more separate Units, combining two or more separate Units into one or more Units altering the boundary walls of any Units, or otherwise, and if appropriate, reapportion among such Units affected by such change their respective Common Interests, provided that the Sponsor shall comply with all applicable laws, agrees to hold the Board of Managers and all other Unit Owners harmless from any claims arising therefrom, and such alteration shall not jeopardize the structural integrity of the Building or the safety of any Unit Owner, tenant or other persons at the Property. No physical modification, or change in the Common Interests or dimensions of a Unit not owned by the Sponsor shall be made, without the consent of the Owner of the Unit affected.

No reapportionment of the Common Interests shall be made without a duly filed amendment to the Offering Plan.

ARTICLE 13
ENCROACHMENTS

If any portion of a Unit or the Common Elements encroaches upon another Unit or on the Common Elements as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and are rebuilt the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as aforedescribed due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

ARTICLE 14
EASEMENTS

Each Unit Owner shall have, in common with all other Unit Owners, an easement, for the use of the Common Elements.

Any portion of such pipes, wires, conduits and public utility lines located in the Common Elements will be owned in common by the Unit Owners. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, wires, conduits and public utility lines servicing such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Unit and any other Unit. The cost of such repairs shall be a common expense.

The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such common elements are restricted or not.

The Board of Managers and Owner(s) of a Unit shall have an easement to maintain and use all pipes, wires, conduits, meters and public utility lines located in the other Unit(s) and servicing such Unit Owner's portion of the Building.

The Sponsor, its successors, assigns, and purchasers, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Elements of the Condominium for the purpose of completing any rehabilitation or renovation to the Building and for sale of Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Sponsor, its successors, assigns, and purchasers, also reserve the right to connect with and make use of any utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along any of the Common Elements. This paragraph shall not be amended without the consent of the Sponsor.

Each Unit and the Common Elements shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

ARTICLE 15
COVENANTS RUNNNING WITH THE LAND

All provisions of this Declaration, the By-Laws and the Rules and Regulations, including, without limitation, the provisions of this Article 15 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 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 Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or 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 interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE 16
COVENANT OF FURTHER ASSURANCES

Any Person subject to terms of this Declaration, the By-Laws and the Rules and Regulations, whether such Person is a Unit Owner, a tenant or subtenant of a Unit Owner, an occupant of a Unit, a member of the Board of Managers, an officer of the condominium, or otherwise, shall, at the expense of any other person so requesting, execute, acknowledge and deliver to such other person such instruments, in addition to those specifically provided for in the Declaration, the By-Laws and the Rules and Regulations, and take such other action as such other person may reasonably request in order either to effectuate the provisions of the Declaration, the By-Laws and the Rules and Regulations or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

If any Unit Owner or other person subject to the terms of the Declaration, the By-Laws and the Rules and Regulations fails 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 execute, acknowledge and deliver or to take pursuant to the Declaration, the By-Laws and the Rules and Regulations, then the Board of Managers 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 other 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.

If the Board of Managers, any Unit Owner or other person subject to the terms of the Declaration, the By-Laws and the Rules and Regulations, fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that the Board of Managers, such Unit Owner or person is required to execute, acknowledge and deliver or to take pursuant to the Declaration, the By-Laws and the Rules and Regulations, at the request of the Sponsor, then the Sponsor is hereby authorized, as attorney-in-fact for the Board of Managers, 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 the Board of Managers, such Unit Owner or other person, and such document or action shall be binding on the Board of Managers, such Unit Owner or other person, as the case may be.

ARTICLE 17
WITHDRAWAL

If withdrawal of the property from the provisions of the Condominium Act is authorized by at least eighty per cent in number and in Common Interest of the Units, then the property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit.

ARTICLE 18
SUCCESSORS AND ASSIGNS

The rights and obligations of Sponsor as set forth herein and in the By-Laws shall inure to the benefit of and be binding upon any successor, assign or designee of Sponsor or, with Sponsor's consent any transferee of all their Unsold Units. Subject to the foregoing, Sponsor may at any time assign or transfer its interests herein, whether by merger, consolidation, lease, assignment or otherwise.

ARTICLE 19
SEVERABILITY

The invalidity or unenforceability of any of the covenants, limitations or provisions of the Declaration, the By-Laws or the Rules and Regulations shall in no way affect any of the remaining parts thereof, and the same shall continue to be in full force and effect.

ARTICLE 20
WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

ARTICLE 21
CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 22
GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular gender shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the ____ day of _____, 20___.

1769 East 13th Street, LLC
By: _____

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

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

_____
Notary Public

SCHEDULE A
TO THE DECLARATION OF CONDOMINIUM
OF THE LIGHTHOUSE CONDOMINIUM
DESCRIPTION OF THE LAND

(TO BE COMPLETED PRIOR TO RECORDING OF DECLARATION)

SCHEDULE B
TO THE DECLARATION OF CONDOMINIUM
OF THE LIGHTHOUSE STREET CONDOMINIUM

(TO BE COMPLETED PRIOR TO RECORDING OF DECLARATION)

EXHIBIT "H"

BY-LAWS

OF

THE LIGHTHOUSE CONDOMINIUM

Boris Saks, Esq., PLLC
Attorneys for the Sponsor
1732 East 12th Street
Brooklyn, New York 11229

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BY-LAWS OF
THE LIGHTHOUSE CONDOMINIUM

ARTICLE I
PLAN OF CONDOMINIUM OWNERSHIP

Section 1: Condominium Unit Ownership

The property located in the Borough of Brooklyn and County of Kings and City and State of New York, as specifically set forth in the Declaration of Condominium (the "Declaration") executed by 1769 East 13th Street, LLC (the "Sponsor"), and more commonly known as the 1769 East 13th Street Condominium, has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2: By-Laws Applicability

The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and buildings and improvements thereon including the Condominium Units (hereinafter referred to as "Units"), and the Common Elements and the use and occupancy thereof. The term "Building" as hereinafter used shall be defined as the exterior walls, roof of a Unit or number of Units all of which are constructed under a continuous roof or the entire interior and exterior of any Building or structure which shall form a portion of the Condominium but which does not contain any of the Units. The definitions contained in the Declaration of Condominium shall be applicable to these By-Laws unless otherwise stated.

Section 3: Personal Application

All present or future Unit Owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition, occupancy or rental of any of the Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

ARTICLE II
BOARD OF MANAGERS

Section 1: Nomination and Election

The first Board of Managers (the "Board") shall consist of three (3) Managers designated by the Sponsor who shall hold office and exercise all powers of the Board until the first annual meeting of the Unit Owners. Until succeeded by the Managers elected at the first annual meeting of Unit Owners, Managers need not be Unit Owners; thereafter, all Managers other than designees or

nominees of the Sponsor shall be Unit Owners. At the first annual meeting of Unit Owners a maximum of five (5) Managers shall be elected by the Unit Owners. The term of office of each Manager shall be fixed at one (1) year. Separate ballots shall be conducted for each of the five terms of office. Each Unit Owner shall be entitled to cast one vote on each ballot for each Unit he owns. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of one (1) year. The Managers shall hold office until their successors have been elected and hold their first meeting. Notwithstanding the foregoing, the Sponsor shall have the right to designate a majority of the Board until two (2) years from the date of conveyance of title to the first Unit or until the unsold Units constitute less than fifty (50%) percent of the common interest. Thereafter the Sponsor shall have the right to designate one (1) member of the Board so long as it continues to own at least one Unit. This Section may not be amended without the written consent of the Sponsor.

Section 2: Powers and Duties

The property and business of the Condominium shall be managed by the Board, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by statute or by the Declaration or by these By-Laws directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments ("Common Charges") to cover the cost of Common Expenses, payable in advance. The Board may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit Owners in accordance with these By-Laws;

2. To collect, use and expend the assessments collected to maintain, care for and preserve the Building, Units and the Common Elements;

3. To make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings within the limitations of these By-Laws;

4. To enter into and upon the Units, when necessary, with notice to the Unit Owners thereof whenever possible and practical and at as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the Property;

5. To open bank accounts on behalf of the Condominium and to designate the signatories to such accounts;

6. To insure and keep insured the Common Elements and Units in accordance with these By-Laws;

7. To make reasonable rules and regulations as permitted by applicable law, statute, the Declaration or these By-Laws applicable to the Units and Unit Owners, and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Unit Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Unit;

8. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the Property for violations of the Rules and Regulations;

9. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the power of manager in connection with the matters hereinabove set forth;

10. To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium. The Board, in its discretion, may fund the cost of any such litigation out of the common charge assessments or levy special assessments. The Board shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration and these By-Laws and may fund the cost of any such litigation out of the common charge assessments or levy special assessments. Without limiting the foregoing, the Board may engage in litigation pertaining to the maintenance and operation of the Common Elements;

11. To purchase or otherwise acquire Units in foreclosure, as a result of abandonment or pursuant to the right of first refusal of the Condominium on behalf of all Unit Owners, and to take any and all steps necessary to repair or renovate any Unit so acquired, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board;

12. To grant utility, cable television or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Unit Owners who have the right to use such Common Elements to the exclusion of any other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted);

13. To make additions, alterations, or improvements to the Common Elements, the cost of which addition, alteration or improvement does not exceed $2,500. The Board may make additions, alteration or improvements to the Common Elements costing in excess of $2,500 only with the approval of a majority of the Unit Owners. While the Sponsor is in control of the Board, the Board may make additions, alterations or improvements to the Common Elements costing in excess of $2,500 or enter into

service or maintenance contracts the duration of which will extend more than one year after the Sponsor loses control of the Board, only with the approval of a majority of the Unit Owners, excluding the Sponsor, voting at a duly held meeting of the Unit Owners. In addition, the Sponsor must give its written approval. Notwithstanding the above, nothing in this section shall impair the Board of Managers obligation to make necessary repairs and replacements.

14. To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of at least 66-2/3% in number of all Unit Owners obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $2,500 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owner of said Unit.

15. To act as an agent for one or more Unit Owners to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessment of their Unit pursuant to Section 339-y(4) of the New York Real Property Law. In such event, the Board could retain counsel on behalf of such Unit Owners and charge such Unit Owner(s) for whom it is acting a pro-rata share of expenses, disbursements and legal fees, the payment for which would be secured by a lien on each Unit. The Board is not obligated to perform such services and it is necessary to obtain the written authorization of the Unit Owner(s) it will perform such service for.

Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or its designee shall continue to own Units representing twenty-five (25%) percent in number but in no event later than five (5) years from the date of the closing of title to the first Unit, the Board may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the Common Elements or to any Unit, costing cumulatively more than $2,500, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any common charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire any employee in addition to the employees referred to in the Offering Plan, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first closing of title to a Unit, or (v) borrow money on behalf of the Condominium or (vi) amend the Declaration or these By-Laws. Except as hereinafter provided, all maintenance, painting, repair and replacement of the General Common Elements and Residential Limited Common Elements including but not limited to exterior walls, roof and roof members of the Building, as well as painting, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from the Building, as well as all maintenance, repairs and replacements of foyers and stairways of the Building, and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and utility lines as are located in the General Common Elements or

Residential Limited Common Elements but serve one or more Units shall be contracted for by the Board of Managers and the cost thereof shall be a General Common Expense for the General Common Elements and a Residential Common Expense for the Residential Limited Common Elements except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of the Unit Owner or the prior alteration of the Unit by the Unit Owner, in which event the cost thereof shall be assessed to and paid by the Unit Owner.

Except as hereinafter provided, all repairs and replacement of windows, irrevocably restricted areas and snow removal from the Common Elements shall be contracted for by the Board and the cost thereof shall be a Common Expense except that the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of a Unit owner or prior alteration of a Unit shall be assessed to and paid by the Unit Owner.

The Board shall repair all windows, plumbing stoppages and electrical repairs occurring in the Common Elements.

The Board and its agents, employees and contractors shall have a reasonable right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration of the Condominium. Whenever possible and practical, notice of such access or intent to gain access shall be given to the Unit Owner by the Board.

All repairs, painting or maintenance, whether made by the Unit Owner or the Board of, to the doors, windows, or the exterior surface of the Building or to any generally visible portion of the Common Elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor, unless varied by the Board.

In the event that a Unit Owner fails to make any maintenance or repair, which maintenance or repair is necessary to protect any of the Common Elements, that may affect other portions of the Building or any other Unit, the Board shall have the right to make such maintenance or repair (after the failure of said Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge said Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board charges a Unit Owner for repairs or maintenance to his Unit or for repairs to any Common Elements restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payment, the Board shall be entitled to bring suit thereon and, in such event, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

Section 3: Compensation

Managers and officers shall receive no compensation for their services as such.

Section 4: Removal

Managers, other than Sponsor designees, may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Manager, other than a member of the First Board of Managers or a Manager elected or designated by the Sponsor, shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner. Such member shall be deemed to have resigned effective as of the date such ownership ceased. A Manager designated by the Sponsor or its designee may only be removed by the Sponsor or its designee and only they shall have the right to designate a replacement.

Section 5: Managing Agent:

The Board may employ for the Condominium a managing agent or manager under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, all of the delegable duties of the Board. While Sponsor is in control of the Board, it will not enter into contracts which bind the Condominium for a period of more than five (5) years (except Cable Television agreements) after the closing of the first Unit unless the contract provides that it may be canceled by the Condominium upon ninety (90) days notice.

ARTICLE III
UNIT OWNERS

Section 1: Meetings

It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 2: Quorum

So many Unit Owners, present in person or represented by written proxy, as shall represent at least fifty-one (51%) percent of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by statute, by the Declaration or by these By-Laws. If, however, such quorum. shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereafter present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 3: Adoption of Binding Decisions

When a quorum is present at any meeting, the vote of a majority of the Unit Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of the Declaration statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question

ARTICLE IV
ELECTION OF OFFICERS

Section 1: President

The Board at its first meeting after each annual Unit Owners' Meeting shall elect a President from among the Board, who shall preside over the meetings of the Board and of the Unit Owners.

Section 2: Secretary

The Board at its first meeting after each annual Unit Owners' Meeting shall elect a Secretary, who shall keep a record wherein actions of the board and of Unit Owners' Meetings shall be recorded.

Section 3: Treasurer

The Board at its first meeting after each annual Unit Owners Meeting shall elect a Treasurer, who shall keep the financial records and books of account.

ARTICLE V
OPERATION OF THE PROPERTY

Section 1: Determination of Common Charges

The Board shall from time to time, and at least annually, prepare a budget for the operation of the Common Elements, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Common Elements, and allocate and assess such Common Charges and Expenses among the Unit Owners in proportion to their respective Common Interests.

The Common Charges of the Condominium shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board. The Common Expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Common Elements, including, without limitation an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by

the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

Section 2: Payment of Common Expenses

The Board shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board, as aforesaid, and shall furnish copies of each budget on which such Common Charges and Expenses are based to all Unit Owners.

The Sponsor or its designee shall be responsible for the Common Charges assessed against each Unit owned by it until such Unit is sold to a bona fide purchaser.

Section 3: Managing Agent

The Board may employ a managing agent under a term contract or at a compensation established by the Board to perform any and all duties the Board shall authorize. The Board shall have the right to terminate the use of a managing agent as it deems fit.

ARTICLE VI
USE OF THE PROPERTY

Section 1: Use of the Units

Owners of a Unit, members of their families, their employees, invitees, guests and their pets, if permitted, shall not use or permit the use of the premises in any manner which would be illegal, immoral, improper or disturbing or a nuisance to other Owners, or in such a way as to be injurious to the reputation of the Condominium. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Notices of violations of laws, order, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owners or the Board of Managers, whichever shall have the obligation to maintain such portion of the Property.

Section 2: Use of the Common Elements

The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

Section 3: Maintenance of the Units

Every Unit Owner must perform promptly all maintenance and repair work to his Unit which, if omitted would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which his Unit forms a part, he being expressly responsible for the damages and liabilities that his failure to do so may engender.

All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations shall be at the Unit Owner's expense.

Each Unit Owner shall keep his Unit and its appurtenant irrevocable restricted areas in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

Section 4: Alterations to the Units

A Unit Owner may not make any alterations or modifications, including painting, to the exterior of the Unit, or any part of the Common Elements, without the written consent of the Board of Managers. A Unit Owner shall not make structural or mechanical modifications to the Unit or other alterations which would impair the structural soundness of the Unit or Building without the written consent of the Board of Managers or its designated managing agent. Consent may be requested by mailing a letter, certified mail, return receipt requested to the managing agent, if any or to the President of the Board of Managers, if no managing agent is employed. The Board of Managers shall have the obligation to answer within sixty (60) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alterations. All work done pursuant to this Section must be done in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof. All necessary approvals must be obtained and submitted to the Board of Managers upon submission of the written request for consent to do the work to the Board of Managers. Any interior alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations and zoning ordinances of any governmental agencies having jurisdiction thereof. This paragraph shall not apply to Sponsor.

The Sponsor or its designees shall have the right, without the consent of the Board of Managers other Unit Owners or their mortgagees, to (i) make alterations, additions or improvements structural and non-structural, ordinary and extraordinary, interior and exterior, in, to, and upon any Units owned by it; (ii) change the layout or number of rooms in the Units; (iii) change the size and/or number of Units by subdividing a Unit, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Units or altering the boundary walls between Units or otherwise; (iv) reapportion among the Units affected by such change their appurtenant interest in the Common Elements; provided, however, that in each instance such alterations or changes do not impair the structural soundness of the Unit or the Building and the Sponsor or its designee complies with all laws ordinances and regulations of all governmental authorities having jurisdiction and shall hold the Board of Managers and all other Unit Owners harmless from any

liability arising therefrom. The provisions of this subparagraph (b) may not be amended or modified without the written consent of the Sponsor.

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

Section 5: Rules and Regulations

A. In addition to other provisions of the By-Laws, the following Rules and Regulations together with such additional rules and regulations as may hereafter be adopted by the Board shall govern the Condominium and the conduct of all Unit Owners, residents and/or occupants:

B. No Unit Owner shall post any advertisement or posters of any kind in or on the Condominium except as authorized by the Board of Managers.

C. It is prohibited to hang garments, rugs, etc. from the windows, or from the Building or to string clothes lines on or over the Common Elements or to use any of the Common Elements for storage purposes except for storage areas that may be assigned to a Unit Owner as a Limited Common Element. No storage of flammable liquids or other flammable material or any valuables shall be stored in any storage-areas. All provisions for safety shall be the sole responsibility of the Unit Owner and the Unit Owner should have their own insurance covering the storage area.

D. No Unit Owner shall paint the exterior surfaces of the windows, walls, or doors opening out of his Unit.

E. No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior of the Building without the prior written consent of the Board of Managers.

F. The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a family member or a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from the Building.

G. No baby carriages, bicycles, scooters, or similar vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

H. 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 of the Building, nor shall any fire exit thereof be obstructed in any manner.

I. Nothing shall be hung or shaken from any doors, windows, or placed upon the exterior 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.

J. There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, or stairways, of the Building, except in designated recreational areas, if any, or other areas designated as such in the Declaration or by the Board.

K. The 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.

L. Nothing shall be done or kept in any Unit or in the Common Areas that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas, 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 family members, agents, servants, employees, licenses, or visitors shall, at any time, bring into or keep in his Unit or Common Areas any inflammable, combustible, or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Common Areas.

M. No Unit owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Common Elements 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. 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.

N. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in a Unit unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any of the public portions of the Building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

O. No Unit Owner shall install any planting in the Common Areas without the prior written approval of the Board. It shall be the responsibility of the Unit Owner to maintain all plantings in the Units to prevent any damage to floors and walls. Unit Owners shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

P. In the event that any Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

Q. No window guards or other window decorations shall be used in or about any Unit, except such as shall have been approved in writing by the Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surface of any windows at the Property be colored or painted.

R. No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

S. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or By-Laws or shall have been approved in writing by the Board or the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

T. 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.

U. 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.

V. Each Unit Owner shall keep his Unit and its appurtenant irrevocably restricted areas in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

W. The agents of the Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a 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.

X. The 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 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 Unit at any time when any entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board or the Managing Agent, then the 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).

Y. Complaints regarding the service of the Condominium shall be made in writing to the Board or to the Managing Agent.

Upon receipt by the President of the Board of Managers or by the Managing Agent, of a signed written complaint alleging violation of any of the provisions of the By-Laws as herein established or hereafter established or adopted by the Board of Managers, the President of the Board, or in his absence, the Vice President together with a minimum of two (2) other members of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. Any Unit Owner accused of a violation of the provisions of the By-Laws shall be entitled to receive written notice by registered mail of such accusation. The written notice shall contain the following statements:

i) A copy of the rule or regulation the Unit Owner has allegedly violated and a description of a manner in which the Unit Owner allegedly violated the rule or regulation.

ii) A time and place at which the Unit Owner shall be given the opportunity to present a defense before final action is taken.

If, after said notice and hearing it is determined that the complaint is valid and justified the Managing Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to $50.00 upon the violator; such fine is to be considered as an additional Common Charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the violator's Unit as elsewhere provided for in the Declaration of Condominium or By-Laws. If after imposition of a fine the violation is not corrected or eliminated, the Board of Managers may assess additional fines of up to $50.00 each after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to property classified as Common Area, the Board of Managers shall itself or direct the Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional Common Charge.

The provisions set forth above shall not be applicable to the Sponsor. The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sale offices in and about the Condominium, including any model Units located within the Building, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective purchasers, to utilize the Common Elements, and, without limitation, to do any and all things necessary and incident to the sale of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to renovate and sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. The last two paragraphs of this Article may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one or more unsold Units.

ARTICLE VII
AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Unit Owners' meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by sixty six and two-thirds (66-2/3%) percent of the Unit Owners in number and common interest; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interest of holders of a mortgage encumbering a Unit or Units.

Any amendment, modification, addition, or deletion of or to any of the provisions of these By-Laws that, pursuant to the terms of the Declaration or these By-Laws, may be effected by the Sponsor or its designee without the consent of the Board or the Unit Owners shall be embodied in an instrument executed and recorded in the Register's office by the Sponsor or such designee as attorney-in-fact of both the Board and all Unit Owners, which power-of-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by the Sponsor or such designee, certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by the Sponsor or such designee pursuant to the terms of the Declaration and/or these By-Laws. No such amendment, modification, addition, or deletion shall be effective unless and until such instrument shall be duly recorded in the Register's Office.

Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, including the Rules and Regulations, will be effective in any respect against the Sponsor or its designee, or the holder of any present of future

mortgage, pledge, lien or security agreement covering any Unsold Unit unless and until the Sponsor, such designee, and/or such mortgagee(s) (as the case may be) consents thereto in writing.

ARTICLE VIII
SELLING AND LEASING OF UNITS

Section l: Right of First Refusal

No Unit Owner, other than Sponsor or its designee, may sell or lease his Unit except by complying with the following provisions:

Any Unit Owner who receives a bona fide offer to (a) purchase his Unit together with (i) the undivided interest in the Common Elements appurtenant thereto, and (ii) the interest of such Unit Owner in any Unit theretofore acquired by the Board of Mangers or its designee on behalf of all Unit Owners, or his interest in the proceeds of sale or resale of such Unit, if any, or (b) lease his Unit (such an offer to purchase or lease a Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror" and the Unit Owner to whom the Outside Offer is made is called the "Offeree Unit Owner"), which he intends to accept, shall give notice by certified or registered mail to the Board of Managers of the receipt of such Outside Offer. Said notice shall state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require. The giving of such notice to the Board of Managers shall constitute an offer by such Unit Owner to sell his Unit or Lease his Unit to the Board of Managers its designee, corporate or otherwise on behalf of all other Unit Owners, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Offeree Unit Owner who has received such Outside Offer to the Board of Managers, on behalf of all Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Managers may reasonably request. Not later than twenty (20) days after the later of the receipt of such notice or such further information as may have been requested by the Board of Managers, the Board of Managers may elect, by sending written notice to such Offeree Unit Owner before the expiration of said twenty (20) day period, by certified or registered mail, return receipt requested, to purchase such Unit 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 on the same terms and conditions as contained in the Outside Offer and stated in the notice from the Offeree Unit Owner.

In the event the Board of Managers shall timely elect to purchase any such Unit or to Lease such Unit or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or lease shall be executed at the office of the attorneys for the Condominium, in accordance with the terms of the Outside Offer, within forty-five (45) day after the giving of notice by the Board of Managers of its election to accept such offer. If, pursuant to such Outside Offer to purchase such Unit, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Board of Managers may purchase the Unit and assume to take title to the Unit subject to said existing mortgage or mortgages, as the case may be.

At the closing, the Offeree Unit Owner, if such Unit is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339 of the Real Property Law of the State of New York, with all tax and other documents and/or documentary stamps affixed at the expense of such Unit Owner, who shall also pay all the taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interests, if any and the Common Charges shall be apportioned between the Offeree Unit owner and the Board of Managers, or its designee (corporate or otherwise), as of the closing date. In the event such Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board of Managers, or to its designee (corporate or otherwise), a lease between the Offeree Unit Owner, as Landlord, and the Board of Managers, or its designee (corporate or otherwise), as Tenant, covering such Unit for the rental and terms contained in such Outside Offer.

In the event the Board of Managers or its designee shall fail to accept such offer within twenty (20) days after receipt of such notice, as aforesaid, or in the event the Board of Managers shall, prior thereto, waive such right of first refusal in accordance with Section 4 of this Article, the Offeree Unit Owner shall be free to accept the Outside Offer within a sixty (60) day period after (i) notice of refusal is sent or (ii) the expiration of the period in which the Board of Managers or its designee might have accepted such offer, as the case may be.

Any deed to an Outside Offeror shall provide that the acceptance thereof by the Grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

Any lease executed in connection with the acceptance of an Outside Offer shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended, or assigned without the prior written consent of the Board of Managers; the tenant shall not assign his interest in such Lease or sublet the demised premises or any part thereof without the prior written consent of the Board of Managers; and the Board of Managers shall have the power to terminate such lease and/or to bring summary proceedings in the event of a default by the tenant to (i) perform its obligations under such lease or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

Except as hereinabove set forth, the form of any such lease executed by the Board of Managers, or an Outside Offeror, shall be the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain such other modifications as shall be approved in writing by the Board of Managers. Any lease executed by the Board of Managers as tenant, shall provide that the Board may enter into a sublease of the premises without the consent of the landlord.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers and, if the Board of Managers shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board of Managers to commence legal proceedings to evict the purported tenant (in the case of an unauthorized leasing) in the name of the said Unit Owner as the purported landlord. Said Unit Owner shall reimburse the Board of

Managers for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions of Section 1 of this Article shall not apply to Sponsor-owned Units or any mortgagee acquiring title to a Unit, in a foreclosure or otherwise. The Sponsor or its designee shall have the right to freely sell their Unit or to freely lease all or any part thereof without first having to offer the same for sale or lease to the Board of Managers.

Section 2: Consent of Unit Owners

The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners present and voting in a meeting at which a quorum is present.

Section 3: Release by Board of Managers

The right of first refusal contained in Section 1 of this Article may be released or waived by the Board of Managers only in the manner provided in Section 4 of this Article. In the event the Board of Managers shall release or waive its right of first refusal as to any Unit, such Unit may be sold, conveyed or leased free and clear of the provisions of said Section 1 and all other restrictions, except that no Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until all unpaid Common Charges assessed against his Unit shall have been paid to the Board of Managers. However, such unpaid Common Charges can be paid out of the proceeds from the sale of a Unit or by the grantee. Further, a Unit Owner may convey his Unit and his Common Interest appurtenant thereto to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners, and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit. Any sale or lease of any Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 4: Certificate of Termination

A certificate executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article have been met by a Unit Owner or stating that the Right of First Refusal contained therein has been duly released or waived by the Board of Managers, and that as a result thereof the rights of the Board of Managers thereunder shall terminate, shall be conclusive upon the Board of Managers and the Unit Owners in favor of all persons who rely upon such certificate in good faith. The Board of Managers shall furnish, without charge, such certificate upon request to any Unit owner with respect to whom the provisions of such section have, in fact, terminated.

Section 5: Financing of Purchase of Unit by Board of Managers

The purchase of a Unit by the Board of Managers or its designee, on behalf of all Unit Owners, may be made from funds deposited in the capital and or expense account of the Condominium. If the funds in such accounts are insufficient to effectuate any such purchase, the

Board of Managers may levy an assessment against each Unit owner, in proportion to his interest in the Common Elements, as a Common Charge, and/or the Board of Managers may in its discretion finance the acquisition of the Unit; provided, however, that no such financing may be secured by an encumbrance, or a hypothecation of any portion of the Property other than the Unit to be purchased.

Section 6: Exceptions

The provisions of Section 1 of this Article shall not apply with respect to any lease, sale or conveyance of a Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or any one or more of them, (b) the Sponsor or its designee, (c) the Board of Managers, or (d) any proper officer conducting the sale of the Unit in connection with the foreclosure of a mortgage or other lien covering such Unit, or delivering a deed in lieu of such foreclosure; provided, however, that the new Unit Owner shall be bound by, and his Unit subject to, the provisions of this Article.

Section 7: Waiver of Partition Rights

The Unit Owners waive all of their voting rights concerning partition respecting any Unit acquired by the Board of Managers in accordance with this Article.

Section 8: Mortgaging of Unit

No Unit Owner shall mortgage his Unit except by a mortgage loan granted by a federal or state savings and loan association, savings or commercial bank, mortgage company, life insurance company, union pension fund, agency of the United States Government or agency of the State of New York or a purchase money mortgage loan granted by the Seller or in participation with one of the above institutions.

Section 9: Gifts, etc.

Any Unit Owner may convey or transfer his Unit by gift during his lifetime or devise his Unit by will or pass the same by intestacy, without restriction.

Section 10: Leasing Restrictions

(a) Except as noted in Section 10(c), every lease on every Unit in the Condominium is subject to the following rules and regulations, regardless of whether in the lease:

(i) the lease must be in writing;

(ii) the lease must be for the entire Unit;

(iii) the lease must be for a minimum period of not less than 12 months.

(iv) the use of the premises is subject to the Declaration, the By-Laws and the Rules and Regulations of the Condominium;

(v) within 30 days of occupancy by the tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease, must be furnished to the management company or to an officer or manager of the Condominium;

(vi) the Unit cannot be used as a motel or hotel or otherwise for transient tenants;

(vii) if any Unit Owner ('Landlord") or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including Rules and Regulations, subject to the 30 day notice to cure as set forth below, the Board of Managers on behalf of the Condominium may bring an action in its own name or in the name of the Landlord, or both, to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is or has violated any of the provisions of the Declaration, the By-Laws of the Condominium or the Rules and Regulations, the court may find the tenant guilty of forcible detainer despite the facts that the Landlord is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with the Landlord. For purposes of granting the forcible detainer against the tenant, the court may consider the Landlord a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Condominium). The remedy provided by this subsection is not exclusive, and is in addition to any other remedy or remedies available to the Condominium. If permitted by present or future law, the Condominium may recover all of its cost, including court costs and reasonable attorneys' fees, and these costs shall be a continuing lien on the Unit that shall bind the Unit in the hands of the then Unit Owner and the Unit Owner's successors and assigns. The Condominium shall give the tenant and the Unit Owner written notice of the nature of the violation of the rules, and 30 days from the mailing of the notice in which to cure the violation before the Condominium may file for eviction.

(b) By becoming a tenant, each tenant agrees to be bound by the Declaration, the By-Laws and other Rules and Regulations of the Condominium, and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

(c) Only subsections (iv) and (v) of Section 10(a) apply to a first mortgage lender who has title to the Unit through (a) foreclosure of its first mortgage on the Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Unit. Any subsequent purchaser from the first mortgage lender is subject to all of the provisions of this Article.

(d) The provisions of this Section do not apply to the Sponsor.

Section 11: Selling and Leasing of Commercial Unit

Anything herein to the contrary notwithstanding, a Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board, to sell or lease the Commercial Unit, or any portion thereof without the Board having any right of first refusal to sell or lease, or to procure a third party to sell or lease, the same, and all sales and/or rental proceeds shall belong solely to the Commercial Unit Owner.

ARTICLE IX
ARBITRATION

Section 1: Procedure

Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in New York City, New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in New York City, New York before one arbitrator appointed, upon the application of any party by the Real Estate Board of New York.

Section 2: Variation by Agreement

The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3: Binding Effect

The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4: Costs and Expenses

The fees costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

All costs and expenses paid or incurred by 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 X
INSURANCE AND INSURANCE TRUSTEE

Section 1: Insurance to be Carried by the Board

The Board of Managers shall obtain and maintain to the extent obtainable the following insurance: fire insurance with extended coverage water damage, vandalism and malicious mischief endorsements, insuring all of the Units in the Building in the Condominium and the bathrooms and kitchens fixtures initially installed therein by the Sponsor (but not including wall, ceiling or floor decorations or coverings furniture, furnishings, fixtures or other personal property supplied or installed by Unit Owners), together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the replacement value of the Building (exclusive of the cost of excavations, footings and foundation). Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine to be necessary. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $25,000 or less, shall be payable to the Board of Managers, and if more than $25,000, shall be payable to the Insurance Trustee to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims.

The fire insurance will commence with the closing of title to the first Unit in an amount as required by the mortgagee of such Unit and such amount will be increased upon the closing of title to all Units and until the first meeting of the Board of Managers following the first Unit Owners' meeting.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insureds or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of

the then current policies. The Board of Managers shall review the limits of each insurance policy, as well as the amount of any deductible thereunder, prior to obtaining a renewal of any policy of insurance. In the event a Unit Owner shall dispute the amount of coverage purchased by the Board of Managers, the Board shall duly consider an appraisal obtained by and at the expense of the Unit Owner from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto, for the purpose of determining the amount of casualty insurance to be effected pursuant to this Section. The decision of the Board thereon shall be deemed conclusive for all purposes.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent and, except arising out of occurrences within his own Unit, each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

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

Section 2: The Insurance Trustee

The Insurance Trustee shall be a bank or trust company located in the State of New York and designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns, fails to qualify, or is replaced by the Board of Managers, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York.

Section 3: Restoration or Reconstruction After Fire or Other Casualty

In the event of damage to or destruction of the Building as a result of fire or other casualty (unless (i) seventy-five (75%) percent or more of the Units are destroyed or substantially damaged, and (ii) seventy-five (75%) percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance, but not including any wall, ceiling or door decorations or coverings or other furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense

and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

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

In the event that the damage resulting from a casualty loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (ii) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the Owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such casualty loss shall be caused by the act, the omission to act, or the negligence of the Owner of a Unit so affected thereby, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Condominium Board with respect to such Unit.

ARTICLE XI
CONDEMNATION

In the event all or part of the common elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $25,000 and to the Board of Managers if the award is $25,000 or less, to be distributed in accordance with Section 3 of Article IX but in the following amounts:

(a) so much of the award as is applicable to unrestricted Common Elements, to the Unit Owners pro rata according to the respective Common Interests appurtenant to the Units owned by such Unit Owners.

(b) so much of the award as is applicable to irrevocably restricted Common Elements, to the Unit Owner having general use of such Common Element.

In such eminent domain or condemnation proceeding the Board shall request that the award shall set forth the amount allocated to unrestricted Common Elements and to each irrevocably restricted Common Element. In the event the award does not set forth such allocation, then the

question of such allocation shall be submitted to arbitration in accordance with the Arbitration Statutes of the State of New York.

If a portion of irrevocably restricted Common Elements is taken in condemnation or eminent domain proceedings as aforesaid, the Common Interest appurtenant to the Unit thereby affected shall be adjusted accordingly and reflected in an Amendment to the Declaration duly executed and acknowledged by the Condominium Board and the Unit Owners together with the holders of record of all liens.

ARTICLE XII
RIGHTS OF UNIT MORTGAGEES AND GUARANTORS

A. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for any other reason must be agreed to by mortgagees that represent at least fifty-one percent (51%) of the votes of the unit estates that are subject to mortgages.

B. Unpaid Dues – Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee. If the condominium association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of unpaid dues."

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS
PURSUANT TO SECTION 20 OF THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

RE: 1769 EAST 13TH STREET, BROOKLYN, NEW YORK

The undersigned, being the sponsor and principals of the Sponsor of the Offering Plan to convert the above captioned property to condominium ownership, jointly and severally certify as follows:

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20, and such other laws and regulations as may be applicable;

We have read the entire offering plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

1. Set forth the detailed terms of the transaction and be complete, current, and accurate;

2. Afford potential purchasers, investors, and participants an adequate basis on which to found their judgment;

3. Not omit any material fact;

4. Not contain any untrue statement of a material fact;

5. Not contain any fraud, deception, concealment, suppression, false pretense, or fictitious or pretended purchase or sale;

6. Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

7. Not contain any representation or statement which is false where we:
   a) knew the truth;
   b) with reasonable effort could have known the truth;
   c) made no reasonable effort to ascertain the truth; or
   d) did not have knowledge concerning the representation or statement made.

This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to the Civil and Criminal penalties of the General Business Law and the Penal Law.

1769 East 13th Street LLC

By: Yakov Rychik, Member

Sam Rychik, Principal

Mike M. Cohen, Principal

Yakov Rychik, Principal

Affirmed to before me this
1st day of July, 2015.

Notary Public

BORIS SAKS
NOTARY PUBLIC, State of New York
No. 02SA5086643
Qualified in Kings County
Commission Expires 10/20/2017

Affirmed to before me this
1st day of July, 2015

Notary Public

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Qualified in Kings County
Commission Expires 10/20/2017

SCHNEIDER ASSOCIATES

866 Johnston Drive
Watchung, N.J. 07069
Phone : (908) 755-0059

CERTIFICATION BY SPONSOR'S ENGINEER
PURSUANT TO PART 20.4 OF THE REGULATIONS
ISSUED PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED

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

Re: 1769 East 13th Street
Brooklyn, New York

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership has retained our firm to prepare a report describing the construction of the property (hereinafter "the Report"). I examined the building plans and specifications, prepared by Bricolage Architecture & Design PLLC, 6321 New Utrecht Avenue, Brooklyn, N.Y. 11219; dated September 1st, 2006, and prepared the amended Report dated, May 15th, 2015, a copy of which is intended to be incorporated into the Offering Plan, so that prospective purchasers may rely on the Report.

I am a licensed Engineer, registered in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20, insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth therein and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made. I certify that the Report does:

(i) set forth in narrative form the description and /or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications which I examined.

(ii) in our professional opinion, afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and / or physical condition of the property as it will exist upon completion of construction provided that construction is in accord with the plans and specifications which I examined.

(iii) not omit any material fact;

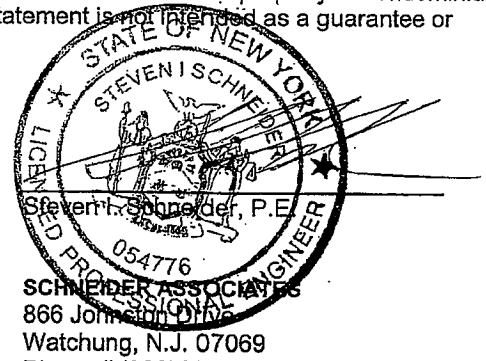
(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, or suppression;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances.

(vii) not contain any statement or representation which is false, where I:
(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statements made.

I further certify that I am not owned or controlled by, and have no beneficial interest, in the Sponsor, and that my compensation for preparing the Report is not contingent on the conversion of the property to condominium ownership, or on the profitability or price of the Offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.



Steven I. Schneider, P.E.
SCHNEIDER ASSOCIATES
866 Johnston Drive
Watchung, N.J. 07069
Phone # (908) 775-0059

Sworn to before me this

29th day of June, 2015

Notary Public

THERESA WEISSMULLER
Notary Public - State of New York
NO. 01WE6136355
Qualified in Nassau County
My Commission Expires 11/7/17

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

Re: 1769 East 13th Street, Brooklyn, New York

The sponsor of the condominium offering plan for the captioned property retained me/our firm to review Schedule B, containing projections of income and expenses for the first year of condominium operation. My/our experience in this field includes:

A. Real Estate brokerage in the specified area for approximately the last 10 years
B. management of assorted single family dwellings
C. management of multiple family dwellings including 1829-1839 East 13th St Brooklyn, NY 11229
D. management of strip center commercial property located at 3820 Nostrand Ave Brooklyn, NY 11235 from Ave Y to Ave Z including retail & office space

I/We understand that I am/we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 20 insofar as they are applicable to Schedule(s) B.

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

I/We certify that the projections in Schedule(s) B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I/We certify that the Schedule(s):

(i) sets forth in detail the projected income and expenses for the first year of condominium operation
(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
(iii) does not omit any material fact;
(iv) does not contain any untrue statement of a material fact;
(v) does not contain any fraud, deception, concealment, or suppression;
(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
(vii) does not contain any representation or statement which is false, where I/we:
(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statement made.

I/We further certify that I am/we are not owned or controlled by the sponsor. I/We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I/We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law."

Sworn to before me
this 7 day of May , 2015

BORIS SAKS
NOTARY PUBLIC, State of New York
No. 02SA5086643
Qualified in Kings County
Commission Expires 10/20/2017

JACK MENASHE
SHER ESTATES LLC
109 Ave N
Brooklyn, NY 11230