NO. 325
HENRY STREET
COBBLE HILL

325 HENRY STREET CONDOMINIUM
CONDOMINIUM OFFERING PLAN
325 HENRY STREET
BROOKLYN, NEW YORK 11201

Offering Price for 8 Residential Units.....$29,655,000
Offering Price for 1 Commercial Unit.....$12,500,000

Total Offering Amount.....$42,155,000

SPONSOR	SELLING AGENT	ATTORNEY FOR SPONSOR
HENRY ATLANTIC PARTNERS LLC 58 Thomas Street New York, New York 10013	THE CORCORAN GROUP One Pierrepont Plaza, 15th Floor Brooklyn, New York 11201	BLECKNER P.C. 350 Fifth Avenue Suite 6440 New York, New York 10118

DATE OF ACCEPTANCE FOR FILING: _____

THE TERM OF THIS OFFERING PLAN IS TWELVE (12) MONTHS FROM THE ABOVE DATE OF ACCEPTANCE AND MAY BE EXTENDED BY AMENDMENT TO THE OFFERING PLAN.

THE PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. PLEASE REFER TO PAGE 1 THE PRICES AND TERMS OF SALE FOR THESE CONDOMINIUM UNITS MAY BE CHANGED SO THAT PURCHASERS MAY PAY DIFFERENCT PRICES FOR SIMILAR INTERESTS. SEE SECTION OF PLAN ENTITLED "CHANGES IN PRICES AND UNITS".

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER PLAN CONSUMMATION, THIS OFFERING 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 SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THIS OFFERING PLAN. (SEE SPECIAL RISKS SECTION OF THE PLAN.)

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

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325 HENRY STREET CONDOMINIUM

CONDOMINIUM OFFERING PLAN

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SPECIAL RISKS

1. Defaults Under Purchase Agreement

At the time a Purchase Agreement is executed, a Purchaser will be required to make an initial deposit (the "Initial Deposit") in the amount of ten (10%) percent of the Purchase Price, with an additional deposit (the "Additional Deposit") in the amount of five (5%) percent of the Purchase Price due and payable no later than the earlier to occur of (x) fifteen (15) days after Sponsor presents an amendment declaring the Offering Plan effective, and (y) six (6) months after the date of the Purchase Agreement, but in any event, no later than the Closing Date. The Initial Deposit and the Additional Deposit are hereinafter collectively referred to as the "Deposit". Any Purchaser, however, who executes a Purchase Agreement after Sponsor has presented an amendment declaring the Offering Plan effective will be required to make a single deposit equal to fifteen (15%) percent of the Purchase Price, at the time the Purchase Agreement in executed, in which case such deposit will also be referred to as the "Deposit". In the event that Purchaser defaults under the Purchase Agreement, a written notice of such default shall be sent to Purchaser at least thirty (30) days before a forfeiture of the Initial Deposit may be declared. In the event that Purchaser defaults under the Purchase Agreement, a written notice of such default shall be sent to Purchaser at least thirty (30) days before a forfeiture of the Deposit may be declared. In the event that Purchaser fails to cure any such default within thirty (30) days after receipt of Sponsor's written notice to cure, Sponsor may, at its option, either (i) cancel such Purchase Agreement and retain as liquidated damages the Deposit and any money paid on account of changes to the plans for the Unit requested by Purchaser, together with any interest earned thereon, if any, or (ii) as this is real property, bring an action against a Purchaser for specific performance, in which event a Purchaser could be compelled to complete the transaction. Time is of the essence to cure any default. "Time of the Essence" means that if the default is not timely cured Sponsor may (but is not obligated to) elect to cancel the Purchase Agreement. In such event the Deposit, any accrued interest and any other amounts paid by the Purchaser for any actual special work, upgrades or extras shall be paid over to Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void, except for matters (if any) that are expressly stated therein to survive termination thereof.

In addition, if a Purchaser fails to close title to a Unit on the scheduled Closing Date and Sponsor elects not to cancel a Purchaser's Purchase Agreement, then (a) the closing adjustments to be made at the Closing will be made as of midnight of the day preceding the originally scheduled Closing Date, and (b) a Purchaser will be required to pay to Sponsor an amount equal to .03% of the purchase price of the Unit for each day the closing is adjourned until the day the Closing occurs.

Deposits or advances in excess of $250,000 made by Purchasers which are held in escrow by the Escrow Agent will not be federally insured in excess of $250,000. Purchasers are also advised that if a Purchaser makes a Deposit in excess of $250,000 for the purchase of a Unit and, while the deposit is in the non-interest bearing checking portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $250,000. Sponsor shall have the right to refuse to accept funds drawn on an out of state or foreign bank in payment of a portion of the Purchase Price. Purchasers are further advised that the terms and

provisions of the Purchase Agreement and Purchaser's obligations thereunder are not contingent upon Purchaser obtaining financing of the Purchase Price. Purchaser's failure to obtain financing shall not relieve Purchaser of Purchaser's obligations under the Purchase Agreement.

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. (Please refer to the Section entitled "Procedure to Purchase" in Part I of the Plan.)

2. Purchase Agreement Not Contingent On Financing

Although a Purchaser may obtain financing from a lending institution or any other source, the terms and provisions of this Agreement and Purchaser's obligations are NOT contingent on obtaining financing for such purchase. Neither Sponsor nor the Selling Agent makes any representations as to the terms or availability of any mortgage financing. Any Purchaser who executes a Purchase Agreement and does not obtain financing may lose the Deposit if unable to pay the balance of the Purchase Price. Purchasers who need financing to purchase are advised to consult with a bank before executing a Purchase Agreement in order to ascertain the likelihood of obtaining financing. No representation is made by Sponsor as to the availability or cost of such financing. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where Sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has ownership interest of 10% or more. It also may be difficult for a Purchaser to resell an apartment of prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. Lenders may also require that a certain percentage of Units (fifty percent (50%) or more) must be sold prior to Lender considers making a loan. Prospective Purchasers should be aware that even if a loan commitment is obtained, the terms may be fixed, and it could expire prior to the Closing Date and therefore Purchaser would have to close without financing or risk losing the Deposit. Purchaser's failure to obtain financing shall not relieve Purchaser of Purchaser's obligations.

3. Partial Mortgage Tax Credit

If Purchaser obtains a mortgage loan for the purchase of a Unit ("Purchase Money Mortgage") the Purchaser will pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor. (Please refer to the Section entitled "Procedure to Purchase" in Part I of the Plan and Document 1 in Part II of the Plan entitled "Purchase Agreement".)

4. No Warranty by Sponsor Other than Sponsor's Obligations set forth in the Plan

All Units offered pursuant to this Offering Plan will be built and furnished only to the level described in the Plan. Sponsor will not have any obligation to perform any other work or make any other repairs or alterations, other than Sponsor's obligations to make any corrections or repairs to the Unit noted on each Purchaser's Inspection Statement so that the level of finish is consistent with the level described in the Plan. The Unit will be sold "as is". Except as set forth in the Plan, Sponsor does not guarantee the materials, equipment, fixtures, workmanship or any other aspect of the Units, Common Elements and Limited Common Elements and Sponsor does not make any warranty of any kind, express or implied.

Sponsor is obligated to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of Document 4 of Part II of the Plan, entitled "Description of Property and Building Condition". Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability with respect to the Units, Common Elements and/or personal property located within the Units, and the Unit Owners assume all risk and liability from the use of this Property and The Housing Merchant Implied Warranty Law (General Business law Article 36-B) is not applicable to this offering. Unless caused by a violation of the Sound Transmission Code or other applicable code, there is no warranty as to sounds transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty to odors. Unless caused by code violations, there is no warranty with respect to mold, mildew, spores, fungi, or other toxins. There is no warranty as to view or light quality. Regardless of any limitations or warranty in this Section or in the Plan, Sponsor is to construct the Building in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the Sponsor's obligation to construct the Building in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter. Sponsor has not given and Purchaser has not relied on or bargained for any such warranties.

In no event will Sponsor be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise). In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct and renovate the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan, Sponsor's obligations to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the Plan will control. (Please refer to the Section entitled "Rights and Obligations of the Sponsor" in Part I of the Plan.)

5. Control by Sponsor

The board of managers for the Condominium (the "Board of Managers" or "Board") shall initially consist of three (3) persons designated by Sponsor. Sponsor has the right to appoint a majority of the members of the Condominium Board (and therefore control such Board) for a period ending on the date which is the earlier to occur of (i) the date on which one hundred percent (100%) of the Unsold Residential Units are sold or (ii) five (5) years from the date of the First Closing, unless the Sponsor voluntarily relinquishes such right prior to the expiration of such five-year period ("Initial Control Period"). During the period that Sponsor controls the Condominium Board, Sponsor will have control of maintenance, facilities and services to be

provided to Unit Owners and will determine the Common Charges to be paid by all Unit Owners. At the first meeting of the Unit Owners, which will be held within approximately nine (9) months after the First Closing, the three (3) member Board of Managers shall resign in favor of a new three (3) member Board of Managers and after the Initial Control Period by the Sponsor the number of members of the Board of Managers shall increase to five (5), all to be elected by Unit Owners at such meeting. Thereafter, elections to the Board of Managers shall be held at the regular annual meeting of Unit Owners held in March of each succeeding year. (Please refer to the Sections entitled "Rights and Obligation of Unit Owners and Board of Managers" and "Summary of Declaration and By-Laws" in Part I of the Plan.)

At the First Annual Meeting and at all times thereafter, Sponsor may be able to elect members of the Board as a result of its ownership of or interest in Unsold Units. Sponsor shall retain voting control of the Condominium Board if Sponsor is able to cast sufficient votes at such meetings to establish such control. Within three (3) months after the expiration of the Initial Control Period, Sponsor shall call for a special meeting to elect a new Board. Sponsor shall designate two members as long as it owns at least 20% of its ownership interest, one (1) member as long as Sponsor owns any Unsold Units. Nothing contained herein shall be deemed to limit the right of Sponsor to cast its votes for individuals nominated to the Condominium Board who are not nominated or designated by Sponsor, which individuals, if elected shall not be deemed Sponsor nominees or designees and shall not be deemed to cause Sponsor to control the Condominium Board after the Sponsor's Initial Control Period.

Until Sponsor or its designee own less than twenty-five (25%) percent of the common interest, but in no event later than five (5) years after the First Closing, whichever shall first occur, the Board of Managers may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Unit; (b) assess any General Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund; (c) increase or decrease the number, or change the kind of, employees referred to in the Plan; (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services; (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (f) above, if and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Condominium Board to comply with Laws of any governmental authority having jurisdiction over the Condominium, to remedy any notice of violation or to remedy any work order by an insurer.

The By-Laws do not include a provision that after the Sponsor Control Period, a majority of the Board must be owner-occupants or members of an owner-occupants household who are unrelated to Sponsor and its principals. In addition, non-resident owners, including Sponsor, have no investment in their Residential Units and, therefore, do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities and owner-occupants and non-resident Unit 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). Purchasers are referred to the By-Laws for further details.

In addition, no amendment, modification or deletion of the Declaration, By-laws or the Rules or Regulations shall be effective in any way which might affect the rights of the Sponsor or Holder of Unsold Units, without the prior written consent of the Sponsor or the Holder of Unsold Units. (Please refer to the Sections entitled "Rights and Obligation of Unit Owners and Board of Managers" and "Summary of Declaration and By-Laws" in Part I of the Plan.)

6. Sponsor Will Not Provide A Bond or Other Security

Sponsor has undertaken certain obligations in connection with the Plan and the construction of the Building as set forth in the section of the Plan entitled "Rights and Obligations of the Sponsor." No bond or other form of collateral security has been or will be furnished by the Sponsor to secure performance of its obligations under the Plan. The Sponsor's ability to perform such obligations shall depend upon its financial condition at the time it is called upon to perform. No representation can be made that Sponsor will be financially able to perform any or all of such obligations. Notwithstanding the foregoing, Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Units.

No party other than the respective Purchasers shall have any right or benefit herein or here from, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any Sponsor's obligations hereunder and no such third party (including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefits as a result of any of the provisions of the Plan. (Please refer to the Section entitled "Rights and Obligations of the Sponsor" in Part I of the Plan.)

7. Permissible Uses of the Unsold Units

The Residential Unsold Units (as defined in the Offering Plan) may be used as a single-family residence and for any home occupation permitted by law. Units can only be leased in accordance with the By-Laws and the Rules and Regulations.

No nuisance or immoral, improper, offensive or unlawful use shall be allowed in the Building or any portion thereof. No portion of a Residential Unit, other than the entire Unit, may be rented, and no transient tenants may be accommodated therein. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Board of Managers, whoever shall have the obligation to maintain or repair such portion of the Property.

Commercial Unit Owner shall have the right, in its sole and absolute discretion, to use the Commercial Unit for any lawful purposes and the Commercial Unit may be subdivided into any lawful configuration.

Notwithstanding the foregoing, no portion of the Commercial Unit may be used (i) for obscene or pornographic purposes or activities or the sale or distribution of any obscene or pornographic material, as such terms are defined in Section 235 of the New York Penal Law; or (ii) for the purpose of performing any abortions or providing any professional counseling or advice advocating abortions or family planning; or (iii) as a welfare center, a settlement house, or homeless shelter; or (iv) as a drug rehabilitation/methadone clinic.

Pursuant to the Declaration and By-Laws, the Residential Units may be used for residential purposes or other lawful purposes subject to conditions set forth in Section 9.1 of the Declaration. Sponsor and the owner of any Unsold Residential Unit may use the Residential Units for any purpose permitted by law and may modify the certificate of occupancy to reflect a change in use without the consent of the Board of Managers and/or Unit Owners. The Condominium Board and the Unit Owners do not have any right of approval over the use of the Unsold Units or any part thereof. Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Sponsor or its designee and their respective successors and assigns may, without the permission of the Condominium Board (i) use any Unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units, or for any other purpose, or (ii) grant permission for the use of any Unit as a professional office or for any other purpose, provided such use is permitted by law and does not violate the then existing Certificate of Occupancy covering such Unit, and the user of such Unit complies with all applicable governmental regulations. (Please refer to the Section entitled "Rights and Obligations of the Unit Owners and the Boards of Managers" under the Subsection entitled "Use of Units" and "Rights and Obligations of Sponsor; Leasing of Unsold Units" in Part I of the Plan and Document 6 in Part II of the Plan entitled "Declaration of Condominium".)

8. Certificate of Occupancy

The Sponsor will procure a final certificate of occupancy ("FCO") for the Building and all the Residential Units. In the event only a temporary certificate of Occupancy ("TCO") for the Residential Units in the Building has been issued at the time of First Closing, Sponsor will use its best efforts to cause the Building Department to continuously renew TCO until the FCO for the Residential Units has been issued. Sponsor anticipates, in all events, that the FCO for the Building will be issued by not later than the second anniversary of the First Closing.

In addition, in the event a FCO has not been issued at, or prior to, the First Closing, Sponsor will place in a special escrow account pursuant to Section 352-e(2)(b) of the General Business Law with its counsel, Bleckner P.C., all Deposits and funds received from Purchasers under this Plan, which sums may be released from escrow upon issuance of an FCO. Notwithstanding the foregoing, any sums in excess of the amount certified by Sponsor's Architect, as reasonably necessary to complete the work needed to obtain a Permanent Certificate of Occupancy, may be released from the special deposit escrow account. Alternatively, by prior amendment to the Plan, Sponsor may deposit with Bleckner P.C., an unconditional, irrevocable letter of credit or post a surety bond or deposit cash in the amount so certified. Any interest earned on any such funds shall be paid to Sponsor as and when earned. The Sponsor may not use construction loan funds to meet this requirement, unless the requirements set forth in the October 13, 2015 Department of Law memo on Certificates of Occupancy and Part 20 Plans is adhered too. A copy of the memo is available at: http://www.ag.ny.gov/sites/default/files/pdfs/bureaus/real_estate_finance/Effective-memos/Certificates_of_Occupancy_and_Part_20_Offering_Plans.pdf

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a FCO covering the residential units, but with only a 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 ninety (90) days after the date of issuance. When a TCO expires and is not renewed it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire Building. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within two (2) years, which is the timeframe anticipated by the Multiple Dwelling Law for issuance of an FCO. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE RESIDENTIAL UNITS, 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. The Commercial Unit will be delivered to a Purchaser as a shell. A Purchaser of the Commercial Unit will be responsible for undertaking any alterations, improvements or other construction necessary to obtain a Certificate of Occupancy for the use of the Commercial Unit, if such use is different than the use stated in the Certificate of Occupancy that Sponsor has already obtained, at such Purchaser's sole cost and expense, and to file such documents as may be necessary to obtain a Certificate of Occupancy.

Prior to the issuance of the FCO for the Building, other than decoration or minor repairs, no Unit Owner (other than Sponsor or its designee or the Owner of the Commercial Unit) may make any repairs, improvements, alterations, replacements or modifications of any nature to a Residential Unit. Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual units prior to the procurement of a FCO; it being understood and agreed, however, that such renovations shall be limited to design and decorative purposes, which may nevertheless cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO.

Purchasers should note that even if the first closing occurs on or before July 1, 2017 (or such other date projected as the date of commencement of the First Year of Condominium Operations at the time the Purchase Agreement was entered into) or within the twelve (12) month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In such case, provided that Sponsor is diligently pursuing completion of construction and the issuance of a Certificate of Occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, Sponsor cannot convey title to the Unit on or before the date which is twelve (12) months after July 1, 2017, the date projected as the commencement of the First Year of Condominium Operations, affected Purchasers will be afforded the right of rescission.

For additional guidance, refer to the May 18, 2012 Department of Law memo entitled "Delay in First Closings in Newly Constructed Condominiums and Rescission" which is available here:
http://www.ag.ny.gov/sites/default/files/pdfs/bureaus/real_estate_finance/Effective-memos/E-17.%20Delay%20in%20first%20closing.pdf

As described in greater detail in the Plan, Sponsor will maintain sufficient funds in escrow to cover the anticipated costs of obtaining a FCO. However, the TCO may lapse for reasons outside the Sponsor's control. In the absence of a FCO or TCO it is unlawful to reside in or rent a unit and will be difficult for owners or purchasers to obtain financing or pass clear title.

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

Sponsor retains the right to amend the FCO in regard to the use of, the dimensions, layouts, room counts and the like, of any Unsold Unit, provided such changes are in accordance with all applicable laws, without the consent of the Board of Managers.

9. Certificate of Occupancy with regard to the Commercial Unit

A Purchaser of the Commercial Unit will be obligated to undertake any alterations, construction or improvements that may be necessary or required in order to obtain a Certificate of Occupancy for the Purchaser's planned use of the Commercial Unit. Furthermore, because Sponsor and the By-Laws of the Condominium may permit the Commercial Unit Owner to undertake renovations to the Commercial Unit prior to the procurement of an FCO, such renovations may cause additional delays in the in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals, or the Commercial Unit Owner are obligated to procure the FCO for the Commercial Unit. See "Rights and Obligations of Sponsor" for further details.

10. Real Property Transfer Taxes

Purchasers are responsible for the payment of the New York State and New York City Real Property Transfer Taxes (the "Real Property Transfer Taxes") due on the transfer of their Units, and the fifty ($50) dollars filing fee for the City of New York. These taxes are normally paid by the seller and the shifting of these obligations to the Purchaser will constitute additional consideration to the Sponsor. Thus, in computing the New York State Real Property Transfer Tax, if the tax is paid by the Purchaser, the amount of the tax will be increased from .40% to approximately .4016% and the New York City Real Property Transfer Tax will be increased from 1% to 1.01% where the purchase price is less than $500,000, and from 1.425% to 1.4453% where the price is in excess of $500,000 for Residential Units. The tax for the Commercial Unit will be increased from 2.625% to 2.75% where the price is in excess of $500,000. At the Closing of the purchase of a Unit, the Purchaser will execute the appropriate Real Property Transfer Tax Returns and will pay the tax due thereon.

In addition, if the purchase price for a Residential Unit is more than $1,000,000 or more, Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax", currently equal to one (1%)

percent of the Purchase Price of a Residential Unit. (Please refer to the Section entitled "Unit Closing Costs, Fees and Adjustments" in Part I of the Plan, and Document 1 in Part II of the Plan entitled "Purchase Agreement".)

11. Reservation of Certain Easements

The Sponsor shall have an easement to install such signs on the exterior of the Building, whether or not related to the use of or the sale of any Unit, as such persons deem appropriate, provided only that any such signs comply with all governmental rules and regulations relating to any such installation and provided further that if the Commercial Unit is not owned by the Sponsor or its designee then the owner of the Commercial Unit shall obtain the consent of the Sponsor.

Sponsor's right to place signage on the exterior walls of the Building includes the right to place signage on the North or West walls of the Building. The right to install any such signage shall include the right to install, in or upon the walls of the Building such equipment, hooks, supports, materials or, scaffolds as may be necessary to affix the signs to the exterior of the Building. Sponsor and its designees and the agents, servants contractors and employees shall have the right of access to the exterior walls in order to install, maintain, operate and repair any advertising display on the exterior walls, and, if necessary or desirable, access to the roof of the Building and such other portions of the Building, exterior or interior, as may be necessary or desirable for the installation and/or maintenance of any signs. Neither the Sponsor nor the Owner of the Commercial Unit shall be obligated to pay any fee to the Condominium for the right to place signs on the exterior of the Building.

In addition, the Board of Managers, the Sponsor and its designees shall have an easement to install pipes, conduits, wires, ducts and other facilities along the walls and above the ceilings of any of the Units.

Pursuant to the existing zoning laws and building codes, the Owner of any Unit that has appurtenant to it outdoor limited common elements has the right, without obtaining a permit, to install roof decking and gardening provided, however, that the Unit Owner will not be entitled to use the roof unless and until the Unit Owner installs an adequate traffic surface. The Building has no landmarks designation; however, it is located in a landmark district. The Property is located in an R6 District. Uses permitted as-of-right within the R6 District include use groups 1 and 2 (single – and multiple-family residences). The New York City Board of Standards and Appeals per Calendar No. 258-14-BZ, September 18, 2015 has approved a variance permitting Use Group 6 (commercial) for the ground and cellar floors of the Building. The commercial uses allowed within Use Group 6 of the Zoning Regulation consist primarily of retail stores and personal service establishments or offices.

Prospective Purchasers are advised that the Condominium shall have the right of access and egress to any Unit for the purposes of making any repairs to any Common Elements located therein or for the purpose of making inspections of the Unit or any Common Elements located therein. The Condominium shall be responsible for the repair or replacement of the roof unless the repair is required as a result of the conduct of the Owner of the Unit or such Owner's guests, invitees, contractors or occupants provided however, that nothing contained herein is intended to obligate the Condominium to repair the traffic surface installed or to be installed by the Unit Owner. (Please refer to the Section entitled "Commercial Unit" in Part I of the Plan.)

12. Nature of Construction

Prospective Purchasers are advised that construction is a complicated process requiring the coordination of numerous tasks and the balancing of complex mechanical and architectural systems. No guaranty can be given that the construction will be completed by the projected construction date of July 1, 2017 as set forth in the Plan. During the First Year of Condominium Operations, construction workers and related personnel will be at the Property from time to time making adjustments, completing punch-list items and performing various tasks necessary to complete the construction which may occur at all hours and could compromise the Building's security systems. In addition, various systems, including, but not limited to, plumbing, heating and electrical systems and the air conditioning equipment and elevators may need to be shut down from time to time to make any necessary adjustments or repairs. Moreover, adjustments to the elevator, the windows and other systems may require more than eighteen (18) months after the first closing to complete. The decoration of the corridors, including, but not limited to, the hanging of lighting fixtures and the installation of wall covering may not be completed until all or substantially all of the Units have been sold and the occupants of the Units have moved into their Units. Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels. It is anticipated that the Storage Lockers will be available for use by Unit Owners as of the First Unit Closing, however, certain portions of the Building may be completed after some or all of the Residential Units and the fact that such portions of the Building have not been completed or are not available for use by Residential Unit Owners is not a basis for a Residential Unit owner to refuse to close title to the Residential Unit. In addition, the presence of hoists or construction elevator shafts or similar temporary construction facilities may delay the closing of title to certain Residential Units or lines of Residential Units until such hoists, elevators or temporary facilities are no longer needed and are removed. During the period when Sponsor is completing construction of the Building, moves into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades. Prior to the issuance of the FCO, during the period when Sponsor is completing construction of the Building, moves into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades. Such construction will occur between the hours of 8:00 AM and 5:00 PM. All areas that will have construction debris transported thru them will be protected. Sponsor's construction manager will carry the following insurance: $1,000,000 per occurrence, $2,000,000 in the aggregate and a $5,000,000 umbrella policy as well as workers compensation and disability insurance coverage in statutory limits.

Purchasers should be aware that they may be required to close title to their Residential Units while construction in other Units is continuing, possibly, for extended periods of time, and that noise, dust and other objectionable conditions inherent in a construction site may inconvenience Residential Unit Owners after they have taken occupancy of their Residential Units. While Unsold Residential Units are being constructed and offered for sale by Sponsor or its designees there will be a great number of visitors to the Residential Units than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such construction, selling or leasing activity will terminate. Neither Sponsor or its designee nor the Condominium's managing agent shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Condominium's security systems and procedures, including without limitation, those procedures

with regard to any delivery of packages, provided that any such failure is not caused by the gross negligence of Sponsor or its designees, the managing agent or their respective agents. No representation or warranty is made and no assurance is given that the security systems and procedures of the Condominium will prevent personal injury or damage to or loss of personal property. Sponsor shall not be responsible for any obstructed and/or adversely impacted views from Residential Units and makes no representations or warranties regarding building construction in the area of the Condominium or whether existing structures in the area will remain. Purchasers are advised that adjacent parcels or buildings may be developed or further developed and such development could adversely impact views from a Residential Unit. (Please refer to the Section of the Plan entitled "Description of the Property and Improvements" in Part I of the Plan for further details.)

13. Condition of the Property and Unit Floor Plans

Purchasers should review the Architect's floor plans for the Building and all Units and Storage Lockers that are set forth in Part II of the Offering Plan. Purchasers should note that the square footage of each Unit as reflected in Schedule A of Part I and the Architect's Floor Plans is approximate (within reasonable tolerances) and is based on measurements from exterior walls to exterior walls and not from interior wall to interior walls and therefore such measurements do not represent the interior space in the Unit. Each Residential Unit is measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit or to the exterior side of the opposite exterior walls. Each Unit is measured vertically from the top of the floor (located under the finished flooring and sub- flooring materials) to the underside of the ceiling. As is customary in New York, the estimated dimensions and floor area of the Units will exceed the usable floor area of each Unit and shall include columns, mechanical risers, shaftways, chases, chaseways and conduits that may be incorporated behind protruding walls, or may be separately enclosed as free standing columns, thereby reducing the available floor area. (Please refer to the Section entitled "Schedule A Notes" in Part I of the Plan and Document 4 in Part II of the Plan entitled "Description of Property and Building Condition".)

14. Operating Expenses

Notwithstanding the Common Charges required to meet the expenses set forth in the Projected Budget for the First Year of Condominium Operations (see Schedule "B", Projected Budget for First Year of Condominium Operations set forth in the Plan), during the first six (6) months of Condominium Operation, or until there has been a closing of title with respect to seventy-five (75%) percent of the Units, whichever is later, if the actual expenses of operating the Condominium are less than the projected expenses set forth in the Budget for the First Year of Condominium Operations, then the difference between the actual expenses and the full Common Charges paid will be refunded to all Unit Owners (including the Sponsor) on a pro-rated basis in the form of a credit against future Common Charges or as a cash reimbursement to the extent that a Unit Owner (including the Sponsor) has sold the unit prior to the receipt of the full credit. Sponsor makes no representation or warranty that the operating expenses during any given year will be less than the actual Common Charges or as to the amount of credit that may be available as a result of any such computation.

Notwithstanding the forgoing, if a refund is contemplated for the First Year of Condominium Operations or any subsequent year of Condominium Operations, such refund may only be effectuated if an independent certified accountant, as part of its preparation of the yearly annual statement for the Condominium, has determined that a refund is warranted based on an excess payment of Common Charges by unit owners over actual expenses for the Condominium, and has determined the amount of such refund as part of its annual review. For purposes of this plan "an excess payment of Common Charges" shall mean the actual expenses of the Condominium are less than the projected expenses set forth in the budget for the Condominium. No refund may be given unless all expenses of the Condominium are paid, including, without limitation, insurance premiums and the funding of the contingency and reserve funds. During a budget year following a year for which a refund was effectuated, no special assessment or increase in Common Charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to Unit Owners as per the foregoing. Sponsor shall remain obligated to update the applicable budgets in its amendments to the Plan.

The Budget for First Year of Condominium Operations does not include any expenditure for window washing and there is no provision for the Sponsor to assume such cost at any time. The Board of Managers may resolve in the future to include such cost for the Residential Units as a common expense of the portions of the Budget attributable to the Residential Units. Otherwise, the interior and exterior of all windows in any Unit shall be washed or cleaned at such Unit Owner's sole cost and expense.

There is no provision for a specific reserve fund for the Condominium for the purpose of paying the cost of future capital repairs, replacements or improvements to the Premises except that each Purchaser of a Unit shall pay into the Working Capital Fund of the Condominium a sum of $5,000 at closing of title for expenses of the Condominium as set forth in the Offering Plan, page 145. Therefore, Unit Owners shall be obligated to pay their share of the cost of repair, replacements and improvements to the Common Elements as the need for the same arises, unless there is sufficient Working Capital or other funds available. In the event that Working Capital or other funds are not sufficient to meet such costs, it may be necessary to increase Common Charges or institute a special assessment. (Please refer to the Section entitled "Working Capital and Reserve Fund" in Part I of the Plan for further discussion.)

15. Common Charges and Real Estate Taxes

Common Charges and Assessments will be based either on (i) percentages of Common Interest or Residential Common Interest, as the case may be, or (ii) based on the proportion of expenses and charges fairly and reasonably attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Limited Elements by particular Unit Owners. With respect to the Commercial Unit, Common Charges and Special Assessments shall be allocated by the Board of Managers as are fairly attributable to each such Unit, provided such expense items are actually utilized in connection with the operation or occupancy of such Units, and any such allocation must be based on usage or changes in use or from changed circumstances. (Please refer to the Section entitled "Determination of Common Expenses" in Part I of the Plan.)

The real estate taxes for each Unit set forth in Schedule A were calculated upon the assumption that the taxes for the First Year of Condominium Operations will be allocated in proportion to the respective Common Interest for each Unit. Notwithstanding any such

allocation, the City of New York taxing authority may, when it establishes the individual tax lots, allocate the taxes in proportion to each Unit's Common Interest rather than the purchase price, or may allocate the taxes in such other manner as the taxing authority deems appropriate. Accordingly, Residential Units having the same purchase price may pay different real estate taxes.

The Commercial Unit Owner's share of repairs and maintenance is limited its proportionate share of plumbing, electrical, window locks, doors and general repairs and the following service contracts only: extermination, fire extinguisher, fire alarm, central station monitoring, telephone/mobile and sprinkler. Its share of labor costs is based on its common interest solely as applied to the part-time superintendent. There are no common expenses specially allocated to the Commercial Unit Owner. (Please refer to the Section entitled "Real Estate Taxes" in Part I of the Plan.)

Bleckner P.C., attorneys for Sponsor, have read and reviewed the Mazursky Opinion, however, Bleckner P.C. is not a taxation expert, has not independently verified the information in the Mazursky Opinion and makes no judgment as to its accuracy. However, based upon: (i) the Mazursky Opinion being correct; (ii) any updated opinion of The Mazursky Group, Inc. regarding such tax issues being consistent with the Mazursky Opinion; (iii) the assumption that the assessed transitional valuation that will be applicable to the Property in the first fiscal year after completion of construction (i.e., commencing July 1, 2017) will be Two Million One Hundred Thousand ($2,100,000.00) dollars; and (iv) the real estate tax liability after competition of construction and establishment of a condominium is estimated to be Two Hundred and Seventy-Three Thousand ($273,000) dollars at a tax rate tax of .13 in effect for the fiscal year beginning July 1, 2017 and ending July 30, 2018 per $100 of assessed valuation. The Commercial Unit will have an estimated real estate tax liability of $50,960. Sponsor is applying for ICAP benefits for the Commercial Unit. If the ICAP benefits are granted, the Commercial Unit will receive a 15-year real estate tax abatement, which abatement shall consist of a full abatement, for the first eleven (11) years, on the assessed value attributable to the construction of the building. The abatement will then decline by twenty (20%) percent per year for the remaining four (4) years. Full benefits will begin in the second year of the operation of the condominium. The Mazursky Group has estimated the tax ICAP benefits at $10,438 for the Commercial Unit. Refer to Document 9 of Part II of the Plan entitled "Real Estate Tax Estimate with ICAP" by The Mazursky Group, Inc. (with an office at 42 Broadway, Suite 1744, New York, New York 10004).

16. Change in Units

Prospective Purchasers are advised that in order to meet the possible varying demand for number and type of Residential Units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor and/or its designee reserves the right at any time and from time to time, before and after the amending the Declaration, without giving prior notice and without the consent of any Board, its agents, Unit Owners, mortgagees or anyone else, provided such changes in size or number of units is disclosed in an amendment to the Offering Plan and relevant condominium documents, to (a) change the layout of, or number of rooms in, any Unsold Residential Unit, (b) change the size and/or number of Residential Units by dividing one or more such Units into two or more separate Unsold Residential Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Unsold Residential Units, altering any boundary walls between one or more Unsold

Residential Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Residential Unit into such Unsold Residential Unit (without changing the Common Interests), (c) designate a Common Element as part of a newly created or expanded Residential Unit or designate all or part of a Residential Unit or the Commercial Unit as a newly created or expanded Residential Unit, Commercial Unit, Residential Common Element, Commercial Common Element or Limited Common Element, and (d) if appropriate, reapportion among the Unsold units affected by any such change, their aggregate Common Interests. No change will be made in the size or number of Units and/or their respective percentages of common interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Offering Plan and, when applicable, to the Declaration. After the Condominium Documents have been recorded any such amendment to the Offering Plan will also require an amendment to the Condominium Documents. After the Condominium Documents have been recorded Sponsor may not make any material changes to the size of Units or other improvements and no material adverse change will be made in the quality of the Common Elements unless all Unit Owners and all purchasers consent in writing to such change.

Except for those changes in the Common Elements disclosed in the Offering Plan, as it may be amended from time to time, no material change will be made in the size and no material adverse change will be made in the quality of the Common Elements unless all Unit Owners and all Purchasers, with respect to any Unit for which a Purchase Agreement is then in effect and Purchaser is not then in default thereof, consent to such change in writing. All affected Purchasers will also receive the right to rescind their Purchase Agreements by delivering written notice of such rescission to Sponsor within fifteen (15) days of presentation of an amendment to the Offering Plan offering such rescission. In the event of such rescission, Sponsor shall promptly return the rescinding Purchaser's Deposit and thereupon, the Purchase Agreement shall be terminated. (Please refer to the Section entitled "Changes in Prices and Units" in Part I of the Plan.)

Unless all affected Purchasers, with respect to any Unit for which a Purchase Agreement is then in effect and Purchaser is not then in default thereof, and all Unit Owners consent to such change in writing, Sponsor shall not make any material change to the size, layout or Percentage of Common Interest for such Unit. Additionally, unless all Unit Owners and Purchasers consent in writing to such change, Sponsor shall not make any material change to the size of the Common Elements in the Building and shall not make any material adverse change in the quality of the Common Elements. Any such change shall be disclosed by the filing of an amendment to the Offering Plan with the Department of Law and an amendment to the Declaration shall be recorded.

Prior to the date that the Condominium Documents have been recorded, except as provided to the contrary in this Section or in the By-Laws, the right to change the size, layout, alteration of interior partitions and the number of Unsold Units may be exercised by Sponsor without the consent or approval of the Board of Managers, any Unit Owner or any mortgagee or any other party and without prior notice or amendment to the Plan. Please refer to the section in Part I of the Offering Plan entitled "Changes in Prices and Units" for additional details.

A Purchaser of a Residential Unit in the Building may not perform any work whatsoever in such Unit until the issuance of a Permanent Certificate of Occupancy for the Building without first obtaining the prior written consent of the Sponsor.

20. Change in Prices

The prices for these condominium interests may be changed so that purchasers may pay different prices for similar interests. The effect of this is set forth in the section entitled "Change in Prices or Units."

21. Services and Facilities

Prospective Purchasers are advised that construction is a complicated process requiring the coordination of numerous tasks and the balancing of complex mechanical and architectural systems. No guaranty can be given that the construction will be completed by the projected construction date set forth in the Plan. During the first year of Condominium operations, construction workers and related personnel will be at the Property from time to time making adjustments, completing punch-list items and performing various tasks necessary to complete the construction. In addition, various systems, including, but not limited to, plumbing, heating and electrical systems and the air conditioning equipment may need to be shut down from time to time to make any necessary adjustments or repairs. Moreover, adjustments to the windows and elevators and other systems may require more than eighteen (18) months after the first closing to complete. Purchasers should also be aware that the hours and dates for move-ins, move-outs and/or alterations, as well as the use of the passenger and/or service elevators, will be restricted during the period that Sponsor is performing work in the Building. Purchasers will not be entitled to any credit or abatement against the Purchase Price or Common Charges if any services and/or facilities are not available for use on or after such Purchaser's Closing. The Condominium Board shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget to reduce the Common Charges for the period in which such services and/or facilities are not available. Purchasers are also advised that some of the services and facilities described in the Plan, such as the decoration of the corridors, the hanging of lighting fixtures and the installation of wall coverings, may not be completed until all or substantially all of the Units have been sold and the occupants of the Units have moved into their Units. (Please refer to the Section entitled Description of Property and Improvements" subsection "Services and Facilities" in Part I of the Plan.)

22. Provision For Working Capital Fund But No Reserve Fund

There is no provision for a specific reserve fund for the Condominium for the purpose of paying the cost of future capital repairs, replacements or improvements to the Premises (except that each Purchaser of a Unit shall pay into the Working Capital Fund of the Condominium a sum equal to $5,000 for the Unit being purchased on the date of Closing). Therefore, Unit Owners shall be obligated to pay their share of the cost of repairs, replacements and improvements to the Common Elements as the need for the same arises, unless there is sufficient Working Capital or other funds available. As the Building is being newly constructed, the Sponsor does not anticipate the need for such capital repairs, replacements or improvements within five (5) years subsequent to the First Unit Closing. However, no assurance or guaranty is given that such need shall not arise. (Please refer to the Section entitled "Working Capital and Reserve Fund" in Part I of the Plan.)

23. Commercial Uses

The Commercial Unit is not currently leased to any third party. Pursuant to the terms of

the Declaration, the Commercial Unit Owner shall have the right, in its sole and absolute discretion, to use the Unit for any lawful purposes. The Residential Unit Owners may not have control over the uses of the Commercial Unit, provided such uses meet the legal requirements for Commercial Unit spaces. Such use(s) may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners have no control. The Commercial Unit shares the cost for certain common expenses based upon allocable percentage interest and shares other costs based upon anticipated usage. (Please refer to the Section entitled "Commercial Unit" in Part I of the Plan and refer to "Schedule B" for further details regarding the allocation of Common Expenses in Part I of the Plan.)

24. Sale of Units

Sponsor's offer to sell the Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR. Under the terms of the regulations, Sponsor may not declare the Plan effective until Purchase Agreements are signed by *bona fide* purchasers for fifteen percent (15%) or two (2) of the Residential Units offered for sale. While Sponsor currently intends to sell all of the Residential Units and the Commercial Unit, Sponsor has reserved the unconditional right to cease marketing those Units in the event Sponsor is unable to sell them at the prices provided for in the Plan, as amended. There is no restriction on the right of Sponsor to rent Unsold Residential Units. Because Sponsor is not guaranteeing to sell all Residential Units, there is no commitment by Sponsor to sell more units than the fifteen percent (15%) or two (2) Residential Units necessary to declare the Plan effective, and thus the Owner-occupants may never gain effective control and management of the Condominium.

The New York State Court of Appeals, in its opinion in *511 East 232 Owners Corp. v. Jennifer Realty Co.*, 98 N.Y.2d 144, 746 N.Y.S.2d 131 (2002) ("Jennifer Realty"), ruled that a cooperative housing corporation and certain of its tenant shareholders had a cause of action with respect to their claim that their Sponsor breached its "contractual obligation to dispose of all of its unsold shares within a reasonable period of time." Because Sponsor, as the Owner of the Commercial Unit and any Unsold Residential Units, has reserved the right to rent or lease any Unit after the Plan has been consummated prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion, or to use or offer the Commercial Unit and the Unsold Residential Units for any lawful purpose, Sponsor believes that the cause of action in Jennifer Realty would not exist with respect to this Offering.

Certain Residential Units may be occupied under short-term leases having a term in excess of thirty (30) days. Accordingly, residents of the Condominium may be comprised of both Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Accordingly, it is possible that a significant proportion of Residential Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Residential Unit owners and, as such, at any time residents of the Condominium may be comprised of both Residential Unit Owners and tenants. A Purchaser may therefore be acquiring a Residential Unit which has been previously occupied, but unless specifically agreed to, such Residential Unit will be delivered at Closing free and clear of all leases, tenancies and rights of occupancy.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a

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

Other than Purchasers, individuals leasing Units from Sponsor will not, except as expressly provided in their respective leases, have any special rights to purchase such Units. In addition, a Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at closing free and clear of all leases and tenancies except as may otherwise be agreed to in writing by the parties. (Please refer to the Section entitled "Rights and Obligations of the Sponsor" in Part I of the Plan.)

25. Bulk Sales

Sponsor reserves the right to sell the Residential Units in one or more bulk sales. (Please refer to the Section entitled "Introduction" in Part I of the Plan.)

26. Lot line Windows

Lot line windows are windows located on an exterior wall abutting (or less than 30' 0" away from) a property line, where the adjacent property is owned by others. Unit PHA contains one lot line window at the southern side of the building. While such windows provide views, light and air to spaces in the Unit, they cannot be utilized to meet light and ventilation required by the Building Code of the City of New York. Although Unit PHA has a lot line window, Unit PHA has other windows which satisfy requirements for the lawful use of such Units for habitation. Lot line windows are considered amenities that potentially can be lost. Should an abutting property owner redevelop such property with one or more buildings of different configurations, it may be necessary to close the affected lot line windows and seal them in a manner and with such materials as are acceptable to the Buildings Department and the Condominium. The cost to close-up any lot line windows, currently anticipated to cost $2,000 per window, if necessary, shall be borne by the affected Unit Owner (including Sponsor with respect to Unsold Units). Neither Sponsor, Sponsor's architect, the Condominium Board nor any other Person who took part in this offering will have any liability or obligation if the closing-up of any or all lot line windows is required. Please refer to the Section of the Offering Plan entitled "Description of the Property and Specifications or Building Condition" for details.

27. Interim Use and Occupancy Agreements

Once a Purchase Agreement is signed for a vacant Unsold Residential Unit, Sponsor reserves the right, prior to the date of closing title thereto to rent such vacant Unsold Residential Unit for such use and occupancy, amount and term and on such other conditions as may be agreed to between Sponsor and a Purchaser who has paid the Deposit required by the Purchase Agreement. Any such occupancy agreement (also known as an "Interim Use and Occupancy Agreement") will provide, however, among other things, that an uncured default by the

Purchaser under the Purchase Agreement with respect to the Residential Unit which is the subject of the Interim Use and Occupancy Agreement will constitute a default under the Interim Use and Occupancy Agreement entitling Sponsor, at its sole option, to terminate such Interim Use and Occupancy Agreement in accordance with applicable Law with respect to the Residential Unit. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under the Interim Use and Occupancy Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option, to terminate such Purchase Agreement and to exercise any remedies therein provided, but only after Sponsor has obtained an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee or the lessee has vacated the Residential Unit. In addition, in the event (i) the Purchase Agreement is rescinded; (ii) the Plan is abandoned; or (iii) the Sponsor is entitled to possession as a result of a default under the Purchase Agreement, the lessee will be required to vacate the Residential Unit within thirty (30) days after rescission, abandonment or the receipt of notice from Sponsor of such default, as the case may be, subject to any protections then afforded to the tenant by the Interim Use and Occupancy Agreement. No portion of use or occupancy fees paid under an Interim Use and Occupancy Agreement shall be credited toward the Residential Unit's Purchase Price. Sponsor anticipates that the Interim Use and Occupancy Agreement will not be subject to any Rent Laws. Individuals who rent vacant Unsold Units from Sponsor are not Tenant-Purchasers under the Plan and shall have no rights to purchase thereunder. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Interim Use and Occupancy Agreement.

Purchasers entering into an Interim Use and Occupancy Agreement shall be required to pay the legal fees of Sponsor's counsel in connection therewith, upon execution of the Interim Use and Occupancy Agreement and such legal fees are estimated to be approximately $2,000. (See the Section entitled "Interim Use and Occupancy Agreements" in Part I for further details.)

28. Elevator Service

The Residential Units will be served by one (1) new automatic, self-service elevator. This elevator will not service the Commercial Unit. In the event that the elevator is out of service for any amount of time, residents will be required to walk up and down the stairs to reach their Units.

29. Automated Parking System Lift

The Condominium will contain a parking area in the cellar of the Building, which area is sufficient for the parking of eight (8) vehicles. Such parking spaces are not being offered for sale, but instead are being offered as an amenity for each of the eight (8) Residential Unit Owners. The parking area is designated as a Residential Common Element, and will only be able to be accessed through the Building's Automated Parking System Lift. Residents will enter through the Henry Street garage door and park their car onto the lift. Once all passengers have exited the vehicle and vacated the loading bay area, the Automated Parking System Lift will transfer the unoccupied vehicle and move the empty car to a vacant space in the cellar, which will not be accessible to Residents. No specific space in the parking area is allocated to any specific vehicle or to any specific Residential Unit. As described above, the parking spaces are handicap accessible in that the Automated Parking System Lift transfers unoccupied vehicles from the street level to the cellar and from the cellar to the street level. In the event that the Automated Parking System Lift is out of service for any amount of time, residents will have no

access to their vehicles and/or will be required to find alternative parking. It is anticipated that the Automated Parking System Lift will be operational as of the First Unit Closing.

30. Storage Lockers

As part of the amenities offered to Residential Unit Owners, each of the Storage Lockers located in the Storage Locker Area of the Building will be a Limited Common Element appurtenant to a Residential Unit. The Storage Lockers will be distributed to each Residential Unit as follows: Apartment 2A – Storage Locker 4, Apartment 2B – Storage Locker 3, Apartment 2C – Storage Locker 5, Apartment 3A – Storage Locker 1, Apartment 3B – Storage Locker 2, Apartment 3C – Storage Locker 6, Apartment PHA – Storage Locker 8 and Apartment PHB – Storage Locker 7. The approximate square footages and the location number of the Storage Lockers appurtenant to each Residential Unit are set forth on Schedule A.

The Storage Lockers are located in a portion of the building designated as the cellar space in the storage locker area. Storage Lockers may be used only for the storage of personal effects of a Residential Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein. To do so may result in a violation being placed on the building by the New York City Department of Buildings. Except for Sponsor, no Storage Locker may be licensed sold independently of a Residential Unit. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners," subsection "Use of Units and Common Elements and Storage Lockers" for details.)

31. Management Agreement

At or prior to the First Unit Closing the Condominium Board of Managers will enter into a management agreement with Goldin Management, Inc. ("Goldin Management") for an initial term of two (2) years. This agreement cannot be canceled by the Board during such two (2) year period except for cause. Goldin Management may assign such contract provided such assignment conforms to terms as provided herein. The management fee provided in the budget is in accordance with the prevailing rates for this size and type of Building. (Please refer to the Section entitled "Management Agreement and Contracts" in Part I of the Plan.)

32. Special Work Request by Purchaser and Agreed to by Sponsor

Sponsor may agree to modify the floor plans and finishes of certain Residential Units or to do special work or provide extras to the Residential Units if requested by individual Purchasers and agreed to by Sponsor, in writing, in its sole discretion. Unless otherwise agreed to by Sponsor, a Purchaser shall bear the cost of such modification to floor plans and finishes. All funds received by Sponsor from Purchasers for such modified or additional work in Units, as aforesaid, shall be initially placed in escrow and shall be paid to Sponsor by the escrow agent to be used by Sponsor to pay for such work. Accordingly, in the even a Purchaser becomes entitled to rescission after the release of such funds, the Purchaser shall not receive a refund of any funds actually used for special work or extras. (Please refer to the Section entitled "Procedure to Purchase" in Part I of the Plan.)

33. Unit Owner's Obligation's Regarding Window Guards

It is the responsibility of each Residential Unit Owner to notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Residential Unit. Windows in the Residential Units will be mechanically fastened, with standard window limit stops. All windows must have Department of Health approved window limitation stops to prevent falling hazard. The Residential Unit Owner shall maintain all mechanically fastened, with standard window limit stops in all windows installed in the Residential Unit and shall not remove same until permitted by applicable Law. It is the responsibility of Purchasers and tenants to ensure that such windows stops are in place. Sponsor makes no representations whether Residential Unit Owners will comply with foregoing obligations.

34. No Board Approval of Sponsor's Sales or Rentals

The Board of Managers does not have the right to approve or disapprove prospective purchasers. As a result, there is no limit on the number of Owners who may purchase for investment rather than for personal occupancy and that it is possible that there will always be a substantial number of Unit Owners who are non-residents. Re-sales of Residential Units (non-Sponsor Units) are, however, subject to the Board's Right of First Refusal. In addition, leases of Residential Units (non-Sponsors Units) are subject to the Board's Right of First Refusal. (Please refer to the Section entitled "Rights and Obligations of Unit Owners and Rights and Obligations of the Board of Managers" in Part I of the Plan.)

35. Board's Right of First Refusal

As more particularly described in the By-Laws, a Unit Owner may sell or lease his Unit provided the Unit Owner first gives the Condominium Board notice of his intention to sell or lease the Unit and an opportunity to purchase or lease, as the case may be, at the same price or rental and on the same terms as are offered in good faith by a prospective purchaser or lessee. The Sponsor or its designee and the Owner of the Commercial Units are not subject to such restriction. (Please refer to the Section entitled "Rights and Obligations of Unit Owners and Rights and Obligations of the Board of Managers" in Part I of the Plan.)

36. Condominium Power of Attorney

In addition to permitting the Board of Managers to acquire or otherwise deal with a Unit, the Power of Attorney permits the Sponsor, without the consent or approval of the Condominium Board or the Unit Owners or the managing agent or other representative to amend the Declaration and the floor plans, the By-Laws or the House Rules and Regulations at any time to reflect changes in Unsold Units made by Sponsor, or to make changes required by an institutional lender, governmental agency or title insurance company even when the Sponsor no longer controls the Board, or in order to comply with Sponsor's obligations under the Plan including complying with extending the Building's Temporary Certificate of Occupancy and the issuance of the Final Certificate of Occupancy. The Power of Attorney also permits the Condominium Board to act on behalf of the Unit Owners in exercising its right of first refusal to purchase and rent Units and to amend the Condominium Declaration as needed. Failure to execute and file the Condominium Power of Attorney shall be deemed a default under the terms of the Purchase Agreement and this Plan. (Please refer to Document 3 in Part II of the Plan

entitled "Power of Attorney".)

37. Restrictions on Sales and Listings

Prior to closing of title to a Residential Unit, the Purchase Agreement prohibits a contract vendee (Purchaser) from listing the Residential Unit for sale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the of the Residential Unit for sale or lease, without the Sponsor's prior written consent which consent shall be at Sponsor's sole option. After closing of title, Purchaser (other than Purchaser purchasing for such Purchaser's own or their immediate family's occupancy) may not list or sell a Residential Unit purchased from Sponsor for one (1) year after acquisition of such Residential Unit. Any listing of the Residential Unit or form of advertising, promotion or publicizing of the Residential Unit by Purchaser prior to Closing of Title shall be a default by Purchaser, entitling Sponsor to the remedies set forth in Article 17 of Part II of the Plan. Any such conveyance in violation of the foregoing will be voidable by Sponsor. (Please refer to Document 1 in Part II of the Plan entitled "Purchase Agreement" Subsection "Prohibition Against Advertising".)

38. Purchaser's Rights and Benefits

No party other than a Purchaser shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party (including, without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Plan. (Please refer to the Section entitled "General" in Part I of the Plan.)

39. Rights of Sponsor

While Unsold Units are being offered for sale or lease by Sponsor there may be a greater number of visitors to the Building than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor nor the Managing Agent nor the Selling Agent, if any, shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Building's or the Condominium's security systems and procedures, including, without limitation, those procedures with regard to visitors and any delivery of packages, provided that any such failure is not caused by the negligence of Sponsor, the Managing Agent, the Selling Agent or their respective agents. No representation or warranty is made and no assurance is given that the security systems and procedures of the Condominium will prevent personal injury or damage to or loss of personal property. (Please refer to the Section of entitled "Rights and Obligations of the Sponsor" in Part I of the Plan.)

No amendment, modification, addition or deletion of the Declaration, By-Laws or Rules and Regulations shall be effective in any way without the prior written consent of Sponsor with respect to any such amendment, modification, addition or deletion which modifies the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions retained or granted to Sponsor or which otherwise, in the opinion of Sponsor would have the effect of adversely affecting Sponsor. (Please see the Section of entitled "Rights and Obligations of the Sponsor" in Part I of the Plan.)

40. Carbon Monoxide Detectors and Smoke Detectors

The New York City law requires installation of carbon monoxide detectors and smoke detectors by owners of multiple dwellings, including owners of residential condominiums. Sponsor intends to provide such detectors in each Unit in accordance with the law. Each Unit Owner will be responsible to keep and maintain the detectors in good repair and to replace such which have been removed, found missing or rendered inoperable. Sponsor makes no representations whether Unit Owners will comply with the foregoing obligations.

41. Terraces and Balconies

Terraces and Balconies, which are appurtenant to certain Residential Units, as described in Schedule A and the Floor Plans set forth in Part II of the Plan, will be Residential Limited Common Elements available for the exclusive use of the Residential Unit Owners of such Residential Units. The following Residential Units contain terraces: Unit 2B, Unit 2C, PH A, and PH B. The following Residential Units have balconies: Unit 3B, Unit 3C, PH A and PH B. A Residential Unit Owner who has a terrace or balcony appurtenant to his Residential Unit shall have the exclusive use of same, subject to the right of the Board of Managers to regulate its use, and shall be responsible for all normal maintenance, repairs and replacements thereto. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any terrace or balcony, which are Residential Limited Common Elements (unless caused by its Residential Unit Owner), shall be charged to all Residential Unit Owners as a Residential Common Expense. Cooling towers and other mechanical equipment necessary for the maintenance and operation of the Building and the Units will be located on the roof. The Board of Managers will be responsible for ensuring that the mechanical equipment is operated in accordance with Law, including requirements governing acceptable levels of noise and odor emissions. (Please refer to the Section entitled "Description of Property and Improvements", Subsection "Residential Limited Common Elements" in Part I of the Plan.)

In addition, Sponsor shall have, and the Units and Common Elements shall be subject to, an easement for access to certain terraces and balconies for the purpose of conducting certain necessary maintenance and/or repairs to the Building. Except in an emergency, Sponsor, or the Board of Managers, as the case may be, shall provide the owner of the respective Residential Unit with reasonable prior written notice of the fact that access to such terrace or balcony is required for the purpose of necessary maintenance and/or repair to the Condominium. Following such notice, such Residential Unit Owner shall provide reasonable access to such terrace and/or balcony to Sponsor or the Board of Managers, as the case may be, for the purpose of conducting such necessary maintenance and/or repair. That portion of the roof constituting a Common Element may be used by Sponsor for any lawful purposes including, but not limited to, the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing satellite dishes and other communication equipment on the roofs of the Building and the conduit and other Facilities relating thereto and (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any Unit or Common Element in furtherance of such easements shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Section or with the use of the Residential Units for the permitted purposes. The aforementioned easements may be used by Sponsor for its own account or the account of any licensee of Sponsor for the purpose of

servicing the Condominium or any other building or area. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Sponsor for the use of the aforesaid easements or equipment. Any satellite dishes or other facilities placed upon the roof by Sponsor shall be exclusive property of Sponsor and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto. (Please refer to the Section entitled "Description of Property and Improvements", Subsection "Easements" in Part I of the Plan.)

42. Insurance

The budgeted line item for the insurance premiums set forth in Schedule B represents current insurance premiums at current rates. In recent years premiums for flood insurance have increased significantly. Although the projections in Schedule B are believed to be reasonable, Purchasers should note that insurance premiums could increase depending on market and weather conditions. It is not possible to predict whether future premiums will continue to escalate at the same substantial rate or will level off. No guarantee is given that insurance premiums will not increase.

Sponsor does not make any representation that the insurance limits set forth in Schedule B will meet the requirements of a lender who finances the purchase of a Unit. If Purchaser's lender requires additional insurance, Purchaser will be obligated to obtain such supplemental insurance at Purchaser's sole cost and expense. (Please refer to the Section entitled "Schedule B Notes" in Part I of the Plan.)

43. Building's Superintendent

The Projected Budget for First Year of Condominium Operations includes the estimated salary of a part-time, non-union superintendent to attend to the minor repairs at the Building and maintain the common areas. The part-time Superintendent shall reside within 200 feet of the Property. (Please refer to the Section entitled "Description of Property and Improvements" in Part I of the Plan.)

44. Risk of Fire Is Obligation of Sponsor Unless Unit Is Occupied Prior to Closing

Prior to the first Closing, the Building will be insured by Sponsor against fire damage in accordance with Note 8 to Schedule (Please refer to the Section entitled "Schedule B Notes" in part I of the Plan). The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the closing of title to the Unit. Notwithstanding the previous sentence, in the event a Purchaser enters into possession of the Unit prior to the closing of title, such as under an Interim Use and Occupancy Agreement or in the event of unauthorized use, then Purchaser, as an interim occupant, shall bear the risk of loss or other casualty not covered by insurance with respect to the Unit. (Please refer to the Section entitled "Terms of Sale" in Part I of the Plan.)

45. Principals of Sponsor Have Executed the Certification of Sponsor and Principals for Compliance with the Martin Act and Governing Regulations

Consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners

(or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See *Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC. et al*, 106 A.D.3d 542; 965 N.Y.S.2d 114 (1st Dept. May 16, 2013).

Furthermore, nothing contained in any section of the Plan will be construed so as to render Sponsor liable for consequential damages (whether based on negligence, breach of contract, breach of warranty or otherwise), it being intended that Sponsor's sole obligation under the section of the Plan entitled "RIGHTS AND OBLIGATIONS OF THE SPONSOR" will be to cause Sponsor to repair or replace any defective item of construction upon, and subject to, the terms and conditions set forth therein. (Please refer to Document 10 of Part II of the Plan entitled "Certification of Sponsor and Sponsor's Principals".)

46. Foreign Government Purchaser

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Any Foreign Government Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of the Foreign Government Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. A Foreign Government Purchaser will be required at the Closing to deposit with the Condominium an amount equal to two (2) years' Common Charges with respect to the Unit based on the Condominium budget in effect as of the Closing Date of the Unit, which will be in addition to the required contribution to the Working Capital Fund. (Please refer to the Section entitled "Terms of Sale" in Part I of the Plan.)

47. Marketing Materials

In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window coverings, window treatments and carpeting and the like ("FFE") in any portion of the Building set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Units imply or represent that such FFE will be located within any portion of the Building. The presence of FFE in such marketing materials are for illustrative purposes only. In addition, marketing materials may designate or label or use nomenclature to describe certain areas or rooms within Units that differs from the designations utilized on the Floor Plans of the Units set forth in Part II of the Offering Plan, including, without limitation, accessory or recreational rooms, closets, hallways, children's rooms and dens/media rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials. (Please refer to the Section entitled "Terms of Sale" in Part I of the Plan.)

48. Pre-Construction Sub-soil Conditions

A portion of the Property which will be the site for construction of the Condominium was previously used as a service station. As part of the construction, the Property will be excavated and subsoil will be removed in accordance with the rules and regulations of the New York State Department of Environmental Conservation ("NYSDEC") and the New York City Department of Environmental Protection ("NYCDEP").

Sponsor, at Sponsor's sole cost and expense, will perform the following remediation work ("Remediation Work") in connection with the Property: (i) oversight and field monitoring of excavation of any contaminated soil; (ii) install a Stego 20-mil Vapor Barrier along foundation walls and below the lowest level horizontal slab, which will serve as a vapor barrier to known and potential unforeseen vapors from adjacent properties and sealing any penetrations through the Building's foundations; and (iii) install a sub-slab depressurization system ("SSDS") beneath the lowest floor slab of the Building to prevent any accumulation of vapors beneath the Building. Upon completion of the Remediation Work, a professional engineer will issue a Remedial Closure Report demonstrating that all remedial activities have been properly implemented and that the installation of the vapor barrier beneath all slabs and foundation walls has been properly and fully constructed. All obligations in connection with the performance of the Remediation Work will be the responsibility of Sponsor.

Upon completion of the Remediation Work and issuance of the Remedial Closure Report and a Notice of Satisfaction letter from NYCDEP indicating its approval of such work, DOB will be informed of same and construction of the remainder of the Building shall commence. Sponsor will amend the Plan to disclose all of the following: (i) the receipt of the Notice of Satisfaction letter from NYCDEP; (ii) any use restrictions; (iii) any environmental easements affecting the Building which may be issued by NYCDEP or NYSDEC; and/or (iv) any subsequent, ongoing obligations (such as inspecting, monitoring and/or reporting) as may be required by NYCDEP and/or NYSDEC. Sponsor, at Sponsor's sole cost and expense, will be responsible for all costs and the performance of any such ongoing obligations that may be required by NYCDEP and/or NYSDEC in connection with any ongoing obligations until the First Unit Closing and the establishment of the Condominium, at which point all ongoing obligations shall thereafter be the responsibility of the Board of Managers. Notwithstanding the foregoing, in the event of any maintenance, repair or other work required due to or in connection with any damage to the Building, Building's sub-slab and/or foundation caused by the negligence or willful misconduct of any third party, including, without limitation, any Unit Owner or the non-Sponsor controlled Board of Managers, such maintenance, repair or other work shall be the responsibility of such party.

49. Excess Development Rights

Upon the completion of the construction of the Building, there will not be any unused "floor area" ("Excess Development Rights") remaining with respect to the Property. Notwithstanding anything contained herein to the contrary, Sponsor and its affiliates reserve for themselves any "Excess Development Rights" that may in the future become available with respect to the Property and/or development site of which the Property becomes a part. However, Sponsor may not use the Excess Development Rights to expand the Building, but may transfer, for itself or on the behalf of the Condominium, the inchoate Excess Development Rights to enter into a zoning lot development agreement or any other document as may be reasonably required

to use, transfer, encumber or otherwise dispose of all of the Excess Development Rights that may in the future become available with respect to the Property. The Declaration and By-Laws reserve to Sponsor and its affiliates, solely and exclusively, the right to use, transfer, encumber or otherwise dispose of all of the Excess Development Rights that may in the future become available with respect to the Property. Sponsor will not (a) construct a building within the Existing Zoning Lot (as defined in the Section entitled "Sponsor's Statement of Specifications of Building Condition" in Part I of the Plan) which requires a modification of a Light and Air Easement, (b) expand the Building in such a way that will increase the Common Charges to be paid by the Residential Unit Owners, or (iii) affect, in an adverse way, the designated use, utility or operation of the Residential Common Elements or Residential Limited Common Elements. (Please refer to the Section entitled "Introduction", Subsection "The Property" in Part I of the Plan.)

50. Sponsor's Inability to Convey Title

Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense in excess of its obligations under the Plan to cure any inability to deliver title to a Unit in accordance with the Plan and the terms of the Purchase Agreement for such Unit. If Sponsor notifies a Purchaser of its refusal to cure any such inability then such Purchaser's sole remedy will be either (a) to take such title as Sponsor is able to deliver without abatement in or credit against the Purchase Price for the Unit and without any claim or right of action against Sponsor for damages or otherwise or (b) to terminate the Purchase Agreement and receive a refund of the Deposit and any interest earned thereon. A Purchaser must notify Sponsor in writing as to which option such Purchaser elects within ten (10) days after the giving of Sponsor's notice of refusal to cure such inability, with TIME BEING OF THE ESSENCE. If a Purchaser fails to timely deliver such notice it will be conclusively deemed that such Purchaser has elected to acquire title to the Unit subject to such inability as set forth in clause (Please refer to the Section entitled "Events of Default" in Part I of the Plan and Document 1 of Part II of the Plan entitled "Purchase Agreement".)

51. Section 528 Opinion

Sponsor's Counsel has not opined whether the Condominium will qualify as a "Condominium Management Association," or whether, under Section 528 of the Internal Revenue Code, the receipts from the Residential Unit Owners, which qualify as dues and assessments, will be deemed "exempt function income" for the taxable year for such Association. In the event that the Condominium does not qualify as a Condominium Management Association, Purchasers are advised that the Condominium will not be exempt from income taxation on any taxable income. As such, although it is not anticipated in the Condominium's Budget that expenses will exceed income from common charges, in the event that expenses do exceed income during any year of Condominium operating, there would be income tax due on the amount of such annual income which exceeds the Condominium's annual expenses. (Please refer to the "Opinion by Sponsor's Counsel with Regard to Tax Opinion" in Part I of the Plan.)

INTRODUCTION

Purpose of the Plan

The purpose of this offering document (the "Plan") is to disclose to potential Purchasers all of the material facts and terms of the offering as required by Section 352-e of the General Business Law and Part 20 of the regulations promulgated thereunder ("Part 20"). Sponsor cannot sell or offer any Units for sale unless or until the Plan is accepted for filing by the New York State Department of Law, 120 Broadway, 23rd Floor, New York, New York 10271 (the "Department of Law").

This Plan may be amended from time to time to reflect newly arising facts or changed terms or circumstances that materially affect the offering. All such amendments shall be filed with the Department of Law and will be presented to all Purchasers and Unit Owners. See the section entitled "General" for more information concerning amendments and their effect on outstanding Purchase Agreements. The terms "Department of Law" and "Attorney General" are used interchangeably in this Plan. Capitalized terms not otherwise defined are defined in the section below entitled "Definitions".

The Sponsor

Henry Atlantic Partners LLC, a New York limited liability company is the sponsor (the "Sponsor") of the Plan. The members of Henry Atlantic Partners LLC are Henry Atlantic Manager LLC, a New York limited liability company and Allegra Tribeca, Inc., a New York corporation. No other entity or person has more than a ten (10%) percent interest in the company or has the right to control the business operations of the company. The Sponsor is the current owner of the land and building known as 325 Henry Street, Brooklyn, New York (the "Property"). Sponsor acquired its interest in the Property on or about April 30, 2014. See the section entitled "Identity of Parties" for more information concerning the Sponsor and the principals of Sponsor, and see the section entitled "Location and Area Information" for full details regarding the Property.

The Condominium Act

Under this Plan, Sponsor will construct the building on the aforementioned Property for the completion of a four-story building plus a cellar and bulkhead (the "Building"). Upon completion, the Building will contain eight (8) Residential Units, one (1) Commercial Unit located on the ground floor, eight (8) Storage Lockers and eight (8) parking spaces located in the cellar and in which residents may park their car via the Automated Parking System Lift.

Sponsor is converting the Property to a condominium form of Ownership pursuant to Article 9B of the Real Property Law of the State of New York (the "Condominium Act"). The Condominium will be known as the "325 Henry Street Condominium" and is hereinafter referred to as the "Condominium." Upon the sale of at least fifteen (15%) percent of the Units being offered for sale (or a minimum of two (2) Units), the Offering Plan may be declared effective. A Declaration submitting the property to Article 9B of the Real Property Law of the State of New York, as amended, commonly known as the New York Condominium Act, together with the By-Laws and the Floor Plans will be recorded prior to conveyance of title to the first Residential Unit. The Declaration and the By-Laws to be recorded at the New York City Register's Office will be substantially similar to those are set forth in Part II of the Offering Plan and will not be changed so as to adversely affect the purchaser.

The Property

The Property is located in New York City's Cobble Hill neighborhood in the Borough of Kings, better known as Brooklyn, New York. The Condominium will have entrances on Atlantic Avenue and Henry Street. The Property lies in an R6 District as shown on Map 16C of the Zoning Resolution of the City of New York. The proposed use is a Class A residence and commercial retail space, Multiple Dwelling (Use Group 2) as permitted as-of-right in R6 districts.

Upon construction, the project will consist of one four (4) story building consisting of eight (8) Residential Units and one (1) Commercial Unit. There will be three (3) residential units on the second and third floors and two (2) residential units on the fourth floor. There is one Commercial unit on the ground floor level and cellar. There will be a cellar space, consisting of eight (8) parking spaces in which residents may park their car via the Automated Parking System Lift and eight (8) Storage Lockers, as well as rooftop mechanical, stair, and elevator bulkheads. The commercial Unit may be used for any lawful purposes.

Sponsor contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain materials, governmental restrictions or delays conducting inspections, construction of the Building will be substantially completed to permit closings by July 1, 2017 (the "Projected Date"), although completion of the entire Building may extend beyond such date and is subject to unavoidable delays such as weather conditions, lockouts, strikes and local shortages, acts of God, inability to obtain material & equipment or labor, government restrictions, or any other reason. Therefore, Sponsor does not warrant or guarantee completion or occupancy dates for the Building or any part thereof. Even if substantial construction is completed by July 1, 2017, completion of punch list items or special work orders of purchasers or other items of construction may not be completed for an additional six (6) months or more thereafter. The period within which the Sponsor must complete any of its obligations under the Plan (including the Purchase Agreement) shall be extended by the period of such delay. Sponsor will have no liability to any Purchaser, nor will a Purchaser be relieved from any obligation under the terms of the Purchase Agreement, if the First Unit Closing occurs earlier or later than the projected date. If the projected commencement of condominium ownership is delayed beyond six months from the projected date, Sponsor will amend the Offering Plan to include a revised operating Budget and: (i) if such revised Budget increases the Common Charges by 25% or more, or (ii) the First Unit Closing does not occur within twelve (12) months of the projected date cited above, then in either case, Sponsor will offer all Purchasers a right of rescission for fifteen (15) days from the Presentation Date of the amendment. Refunds of Deposit, with interest earned thereon, if any, will be made promptly to any Purchaser who elects to rescind. Please refer to the section entitled "Description of Property and Improvements" in Part I and the Architect's Report in Part II of the Offering Plan for further details of the Building, apartments, and improvements.

Prior to the closing of the first Residential Unit, Sponsor shall, at its sole cost and expense, obtain either a permanent or temporary Certificate of Occupancy, which will permit the Residential Units to be used for residential purposes. If the closing occurs prior to the issuance of the Permanent Certificate of Occupancy, Sponsor shall, at its sole cost and expense, obtain the Permanent Certificate of Occupancy.

Sponsor shall not be obligated to obtain a Certificate of Occupancy for the Commercial Unit. The Commercial Unit will be delivered to the purchaser as a shell. The Purchaser of the

Commercial Unit will be responsible for undertaking any alterations, improvements or other construction necessary to obtain a Certificate of Occupancy for the use of the Commercial Unit, at such Purchaser's sole cost and expense, and to file such documents as may be necessary to obtain a Certificate of Occupancy. Furthermore, because Sponsor and the By-Laws of the Condominium may permit the Commercial Unit Owner to undertake renovations to the Commercial Unit prior to the procurement of an FCO, such renovations may cause additional delays in the issuance thereof. See 'Rights and Obligations of Sponsor" for further details.

The Offer

Sponsor is offering the eight (8) Residential Units and, one (1) Commercial Unit for sale on the terms expressed herein. There are eight (8) parking spaces located in the cellar and in which unit owners may park their car via the Automated Parking System Lift. Sponsor reserves the right to offer the Residential Units in such order of priority as it may determine, and to withhold one or more Residential Units for future sale or lease. Sponsor also has the right to limit the number of Residential Units sold to any one Purchaser.

The Sponsor will endeavor in good faith to sell the Residential Units offered for sale in this Plan rather than rent them, but Sponsor hereby retains an unconditional right to rent rather than sell its Unsold Residential Units above the number of Units necessary to make the Plan effective and therefore it is possible that owner-occupants may never gain effective control and management of the Condominium. Because the Condominium Board does not have the right to approve or disapprove purchasers and because there is no limit on the number of owners who may purchase for investment rather than for personal occupancy, there may always be a substantial percentage of owners who are non-residents. If Sponsor makes a bulk sale of all or some of its Unsold Residential Units, the transferee successor-Sponsor is bound by Sponsor's representations regarding its commitment to sell Units.

The purpose of the Plan is to set forth all the material terms of the offer so that prospective Purchasers have an adequate basis upon which to determine whether to purchase Units in the Condominium. The Plan is presented in two parts that together constitute the entire Plan. Part I sets forth the general description of the Plan and Part II contains the basic documents necessary to effectuate the provisions of the Plan. The Plan may be amended from time to time when an amendment is filed with the New York State Department of Law. All filed amendments will be served on (i) Purchasers who have executed and delivered Purchase Agreements to the Sponsor or the Selling Agent and whose Purchase Agreements are then in full force and effect, (ii) Unit Owners, and (iii) any other Person who is required by law or regulation to receive such amendment (individually, "Offeree", collectively, "Offerees"). Service shall be either by personal delivery, ordinary mail or registered or certified mail, with or without return receipt requested, addressed to the Offeree at the last known residence of such Offeree or, if the Offeree has provided written information of an alternative address for notices, addressed to the Offeree at such alternative address or the Offeree's attorney. Service by personal delivery is deemed complete upon delivery. Service by mail shall be presumed complete on the fifth (5th) day after the date of mailing.

Purchase Price for Units

The initial purchase price and other financial details for each Unit are set forth in Schedule A below. Schedule A also contains the financial details of all the Units such as the estimated monthly common charges and estimated real estate taxes. The offering prices include fixtures and appliances described more fully in the Architect's Report in Part II of the Plan. The prices for Units have been set by Sponsor, and are not subject to approval by the Department of Law or any other governmental agency. The prices are negotiable and subject to change. For a discussion of the right of Sponsor to change prices see the section entitled "Changes in Prices or Units."

Plan and Documents Available for Inspection

Parts I and II constitute the entire offering plan and contain all the detailed terms of the offering. Parts A, B, C and D of the exhibits (the "Exhibits") delivered to the Department of Law in connection with the filing of this Plan contain additional backup documents which are available to prospective purchasers and their attorneys for inspection without charge, and for copying at a reasonable charge, at the Building's sales office, when open, and at the office of the Selling Agent during regular business hours. The Exhibits will also be available for inspection and for copying at a reasonable charge at the Department of Law during regular business hours.

Basic Aspects of Condominium Ownership

A condominium is established by filing a declaration of covenants and restrictions (the "Declaration") in accordance with the requirements of the Condominium Act. The Declaration legally divides a property into condominium units, common elements and limited common elements. Generally, a unit consists of the space contained within an area bounded by the outside face of the exterior walls, concrete floors and ceilings as shown on the floor plans attached to and filed with the Declaration, and includes the fixtures, equipment and appliances contained therein. The land, the air rights and other portions of the Building including all Building fixtures, equipment and other apparatus contained therein are known as the "Common Elements" and are more particularly described in the Declaration in Part II of the Plan. They are collectively owned by the Unit Owners in proportion to the percentage of "Common Interest" allocated to their respective units. Certain of the Common Elements are for the exclusive use of particular units and are called "Limited Common Elements." The Sponsor shall have a right to designate portions of the Common Elements as Limited Common Elements in connection with combining or subdividing of Units as per the terms of the Declaration. See Schedule A below for the percentage of Common Interest allocated to each Unit under this Plan as well as the section entitled "Description of Property and Improvements" for a description of the Units, Common Elements and Limited Common Elements.

The Unit Owner owns the Unit in fee simple absolute and is entitled to the exclusive possession and use thereof. Each Unit's proportionate share of the Common Elements has been determined upon the basis of such Unit's floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of Article 9-B of the Real Property Law of the State of New York (hereinafter called the "Condominium Act").

The operation and management of the Condominium will be vested in the Board of Managers as provided in the By-Laws. The Board of Managers shall have the authority to

manage and administer the affairs of the Condominium, including, but not limited to, the adoption of Rules and Regulations covering the Condominium and determining an annual operating Budget setting forth the Condominium's estimated operating expenses in maintaining and operating the Common Elements and other expenses set forth in Schedule B. The Board will assess against each Unit Owner, in proportion to his respective percentage of Common Charges in accordance with the New York State Condominium Act, Real Property Law Section 339(i) and (m), including the Commercial Unit.

The members of the Board are initially designated by the Sponsor, depending on the percentage of Unsold Units owned by Sponsor, or its designee, or elected by the Unit Owners as provided in the By-Laws. The Board of Managers shall be elected annually by the Unit Owners with the number of votes allocated to each Unit Owner determined by the Unit Owner's percentage of Common Interest except that until the earlier to occur of (i) the date on which one hundred (100%) percent of the Unsold Residential Units are sold, or (ii) five (5) years from the date of the First Closing, the Sponsor shall control the Board by designating all the members during the "Initial Control Period" and thereafter, a majority of the Board shall be elected by Unit Owners. All members of the Board shall be Unit Owners. A mortgage representative of a Unit after a judgment of foreclosure and a sheriff sale shall be eligible to be a Board member. Other than the Sponsor or Sponsor-designee or the Owner of the Commercial Unit and their representatives on the Board, the majority of members of the Board and a majority of the officers of the Board must be an Owner-occupant or adult members of an Owner-occupant's household. A principal or designee of a corporate Owner or such entity who resides in the Unit is eligible to be a Board member. Please see the Section of the Plan entitled "Rights and Obligations of the Unit Owners and the Board of Managers" for further discussion.

Units may be purchased by an individual or individuals, or by a duly formed partnership, or corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York. The Sponsor may dispose of remaining Unsold Units by selling to investors, renting to tenants or for occupancy by relatives or others. Subject to certain conditions contained in the By-Laws and in the section "Procedure to Purchase" of Part I, Unit Owners are privileged to mortgage their Units with a lender and in such amount and terms as they choose. Sponsor makes no representations or warranty as to the ability to finance any Unit or the terms and conditions upon which institutional financing may be available. The Purchase Agreement is <u>not</u> contingent on financing.

Residential Unit Owners can sell or lease their Units to anyone without restriction but such sale of lease is subject to a right by the Condominium to acquire or lease the Residential Unit or produce a third party to acquire or lease the Residential Unit on the same terms as were offered to the Owner of the Residential Unit. This is known as the Condominium's "Right of First Refusal" and is more fully described in the Purchase Agreement. No Residential Unit can be sold without a simultaneous sale of the undivided interest in the Common Elements appurtenant to such Unit. An Owner is free to make a gift of his Unit to anyone during his lifetime or to devise his Unit by will or have it pass by intestacy without restriction or right of first refusal.

The Board does not have the power to approve or disapprove a potential purchaser and as a result there is no limit on the number of purchasers who may purchase for investment or resale rather than for personal occupancy. Therefore, it is possible that there may always be a substantial percentage of owners who are non-residents. It is possible that those Residential Unit

Owners who occupy their Residential Units may have different interests than those Residential Unit Owners who purchase such Units as an investment.

The Sponsor or its designee or the Commercial Unit Owner are not subject to the right of first refusal or any restrictions as to their rights to sell, rent, or mortgage or as to the use of any of their Unsold Units. They do not need the consent of the Board of Managers or Unit Owners and they are not obligated for any payment of transfer or rental fees provided for in the Plan or imposed by the Board of Managers.

Under this Plan, each Unit Owner will have the same rights, obligations and benefits generally enjoyed by condominium unit owners. These rights, obligations and benefits include the following:

(i) Each Unit Owner will own his Unit outright and, together with all other Unit Owners, an undivided interest in the Common Elements and Limited Common Elements;

(ii) Each Unit Owner will have the exclusive right to use his Unit as well as the Unit's Limited Common Elements. Each Unit Owner will share with all other Unit Owners the use, benefit, and/or enjoyment of the Common Elements.

(iii) The Condominium will raise monies to operate the Property by assessing "Common Charges" to each of its Unit Owners. The Common Charges will be based on the projected expenses for operating the Property (the "Common Expenses") less any outside income (income from other than Unit Owners), which the Condominium may receive. The Condominium's projected first year's budget is set forth as Schedule B below. Each Unit Owner will be required to pay monthly such Unit Owner's pro-rata share of the Common Charges. The proportionate share of Common Charges payable by each Unit Owner will be based on the percentage of Common Interest allocated to his Unit, except that the Commercial Unit Owner will not be responsible for the payment of gas for cooking and clothes drying, and the elevator, and for any other such services or expenses which do not relate to services provided to the Commercial Unit. The Board of Managers shall have the duty of obtaining and maintaining fire insurance, casualty and liability insurance on behalf of the Condominium with respect to the Building as a whole. Schedule A below sets forth the projected first year's Common Charges for each Unit.

(iv) Each Residential Unit may be used as a single-family residence and for any home occupation permitted by law. The Commercial Unit may be used for any lawful purposes. See the section entitled "Rights and Obligations of Unit Owners" for a discussion.

(v) Each Unit Owner will have the right to vote annually for the election of the Condominium's Board of Managers. The Board of Managers will conduct the affairs of the Condominium, including supervision of, and making determinations involving the operation of, the Property. The day-to-day management of the Property may be delegated to a managing agent.

(vi) Each Unit will be separately assessed in connection with paying New York City Real Property Taxes. The Unit Owner will pay any resulting taxes on his Unit directly to the City of New York and same are not included in the Common Charges. Schedule A sets forth the estimated first year's real property taxes for each Unit. See the section entitled "Footnotes to Schedule A" as well as the section entitled "Taxes - Deductions to Unit Owners and Tax Status of the Condominium" for a further discussion. No Unit Owner will be liable for the payment of real property taxes levied against any neighbor's Unit. In addition, each Unit Owner may be liable for such Unit Owner's pro-rata portion of the taxes attributable to the Alley Parcel.

(vii) Each Unit Owner will be responsible for the cost of interior repairs in, and the maintenance and decoration of, his Unit, including the equipment, fixtures and appliances contained therein. Each Unit Owner shall also be responsible for the cost of electricity supplied to his Unit, which is separately metered, and the cost of any insurance coverage he or she may desire to obtain for (a) his or her furniture, belongings, equipment or other personal property, and (b) for liability to others for personal injury or property damage as a result of occurrences in the Unit. The costs of the foregoing are not included in the Common Charges.

(viii) Unit Owners can alter and decorate the interiors of their Units in any way they desire, subject to compliance with the By-Laws, the House Rules and Regulations, laws and local codes, and they are responsible for the cost of their own interior decoration, maintenance and repairs after Closing. Prior to the issuance of a Permanent Certificate of Occupancy for the Building, other than decoration or minor repairs, no Unit Owner (other than Sponsor or its designee or the Owner of the Commercial Unit) may make any repairs, improvements, alterations or replacements of any nature. Prior to the issuance of a permanent Certificate of Occupancy, no substantial repairs or alterations requiring a filing with the Buildings Department or requiring the disruption of building services may be done by any Owner other than Sponsor or its designee or the Owner of the Commercial Unit, without the prior consent of the Sponsor or its designee, for as long as Sponsor or its designee owns any Unsold Units or thereafter the Condominium Board, as the case may be.

(ix) Each Unit Owner will acquire his or her Unit free and clear of any blanket liens or mortgages covering the Property, and will be able to freely borrow against and mortgage the Unit, subject to certain filing requirements under the Declaration, but without any required consent from the Board of Managers. Each Unit is a separate entity and will not be subject to the lien of any mortgages placed by other Unit Owners on their respective Units. See the section entitled "Rights and Obligations of Unit Owners" for a full discussion.

(x) Generally, each Unit Owner may sell or lease his Unit to anyone, without restriction, subject only to the right of first refusal in favor of the Board of Managers (or a third party produced by the Board of Managers) on the same terms and conditions accepted by a prospective buyer or tenant. See the section entitled "Rights and Obligations of Unit Owners" for a full discussion. Such restrictions are not applicable to any Unsold Units or the Commercial Unit, which may be sold or leased without being offered to the Condominium Board.

(xi) In the opinion of Bleckner P.C., Sponsor's counsel, each Unit Owner who is a natural person and who uses his Unit as his primary residence will, under present income tax laws and provided that such individual itemizes his or her deductions, be able to deduct from his or her income for Federal, New York State and New York City personal income tax purposes any mortgage interest and real estate taxes which he pays on his Unit. This opinion is set forth in Part I of the Plan. See the sections entitled "Taxes - Deductions to Unit Owners and Tax Status of the Condominium" and "Opinion of Counsel" for a full discussion.

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

Limitations on Who May Purchase Units

The Units are offered to individuals eighteen (18) years of age or over as well as to corporations, partnerships, trusts, estates, limited liability companies and other business entities eligible to own real estate in the State of New York. Notwithstanding the foregoing, the Sponsor is not obligated to offer or to sell any particular Unit and may, if it chooses, withhold one or more Units for future sale or rental. No binding obligation to sell a particular Unit shall arise under this Plan until a fully executed Purchase Agreement has been exchanged between Sponsor and the prospective purchaser. Sponsor has the right to reject any prospective purchaser without cause or explanation provided such rejection is not based on sex, race, creed, color, national origin, marital status or ancestry or other grounds prohibited by law.

Copy of the Plan

To accommodate prospective Purchasers who may desire to purchase a Unit, but are not ready to execute a Purchase Agreement, a prospective Purchaser may request a copy of the Plan from the selling agent on site. Any such prospective Purchaser shall deliver a check to the Selling Agent, made payable to "325 Henry Street Condominium Escrow Account" in the amount of One Hundred Dollars ($100). The deposit is to insure that if the prospective Purchaser elects not to purchase a Unit in the Condominium, then the Purchaser will return to the Selling Agent, the copy of the Plan in good condition. If, within thirty (30) days of accepting the deposit, the prospective Purchaser enters into a Purchase Agreement or returns the Plan, in good condition, the deposit will be refunded. Any such deposit will be treated as non-interest bearing trust funds pursuant to applicable law until the expiration of the thirty (30) day period. If after the expiration of the thirty (30) day period the Plan is not returned in good condition or Purchaser has not entered into a Purchase Agreement, then the deposit will be released to the Sponsor to keep.

THIS OFFERING PLAN CONSTITUTES THE SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. THE GENERAL BUSINESS LAW OF NEW YORK REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL MATTERS CONCERNING THE CONDOMINIUM UNITS IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY OF THE CONDOMINIUM UNITS. FILING DOES NOT MEAN THAT THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENT AGENCY HAS REVIEWED OR APPROVED THIS OFFERING PLAN.

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

CERTAIN DEFINITIONS

For convenience of presentation, general definitions of certain terms used in Part I of the Plan are set forth below. These definitions are subject to the more particular definitions of such terms set forth in the Declaration of Condominium, which is Document 6 in Part II of the Plan.

"**Adverse Effect**" or "**adverse effect**" shall mean any action or proposed change with respect to any Unit Owner(s), that such action or change could, if realized, (i) increase the Common Charges payable over those set forth in the budget in effect at the time in question by twenty-five (25%) percent or more, (ii) materially and permanently interfere with such Unit Owner's access to the Unit, or (iv) otherwise materially diminish the use and enjoyment of the Unit.

"**Affiliate**" means any Person who is a Family Member or who controls, is controlled by, or is under common control with the named Person or a Family Member of the named Person. The terms "control," "controlled" or "controlling" shall mean direct or indirect ownership of more than fifty (50%) percent of the outstanding voting capital stock of a corporation or of more than fifty (50%) percent of the beneficial interests of any other entity.

"**Amend**," "**amended**" or "**amendment**" refers to any amendment, whether by deletion of any existing provision modification of any existing provision, or inserting a new provision.

"**Applicable Law**" means all applicable laws, statutes, treaties, rules, codes, ordinances, regulations of any Governmental Authority and, to the extent the Property, any Unit, any Unit Owner, Sponsor and/or any Board, as the case may be, is bound thereby or subject thereto, any judgments, decrees, injunctions; writs, orders, notices of violation or like action of any Governmental Authority, court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including Applicable Rent Laws and those pertaining to health, safety or the environment) now or hereafter in effect.

"**Appurtenant Interest**" means, with respect to a Residential Unit, the undivided interest of the Unit Owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Residential Units owned or leased at the time in question by the Condominium Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners; (iii) any proceeds of the sale or lease of Residential Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium

"**Architect's Report**" **or** "**Architect's Description of Property and Building Condition**" means that detailed report describing the Property, including the rehabilitation of the Building prepared by Architects. The Architect's Report is set forth as Document 4 in Part II of the Plan.

"**Attorney General**" means the Office of the Attorney General of the State of New York.

"Automated Parking System Lift" means the parking system which utilizes mechanical systems (as opposed to drivers) to transport cars to and from the parking spaces located in the cellar and which is a Residential Common Element.

"**Board**" or "**Board of Managers**" means the Condominium Board, as hereinafter defined.

"**Building**" means the entirety of 325 Henry Street Condominium located at 325 Henry Street, Brooklyn, New York a.k.a. 112 Atlantic Street, Brooklyn, New York.

"**By-Laws**" means the By-Laws of the Condominium, in the form set forth as Document 7 in Part II of the Plan, including the Residential Rules and Regulations, as amended from time to time pursuant to the terms hereof.

"**Claim**" or "**Claims**'' shall include any claims, counterclaims, suits, actions or proceedings and any other liabilities, losses, damages, penalties, charges, costs and expenses and attorneys' fees and expenses incurred in connection with any of the foregoing.

"**Closing**", "**Closing of Title**" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and a Purchaser under such Purchaser's Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to such Purchaser of the deed transferring full ownership (fee simple title) to a Residential Unit and/or a Commercial Unit on the terms set forth in the Purchase Agreement.

"Commercial Common Element" shall have the meaning ascribed to such term in the Declaration.

"**Commercial Limited Common Elements**" shall have the meaning ascribed to such term in the Declaration.

"**Common Charges**" means the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with their Schedule B allocations and as provided in the Declaration or in the By-Laws to meet the Common Expenses of the Condominium.

"**Common Elements**" shall have the meaning ascribed to such term in Article 6 of the Declaration

"**Common Expenses**" means all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in. connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium

"**Common Interest**" means the undivided interest in the Common Elements appurtenant to a Unit, expressed as a percentage. The total of all Common Interest percentages appurtenant to all Units equal 100%. The Common Interest attributable to each Unit is set forth in Exhibit B of the Declaration.

"**Condominium**" means 325 Henry Street Condominium, which was established pursuant to the terms of the Declaration and governed pursuant to the terms of the By-Laws"

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

"**Condominium Board**" means the Board of Managers, which is the governing body of the Condominium, whose members shall be selected pursuant to the terms of Article 2 of the By-Laws. The Condominium Board shall sometimes be referred to herein as the "Board" and members of the Board shall sometimes be referred to as "Members".

"**Condominium Documents**" means, collectively, the Declaration, the By-Laws (including the Rules and Regulations) and the Floor Plans, all as may be amended from time to time.

"**Declarant**" refers to Henry Atlantic Partners LLC.

"**Department of Law**" means the Real Estate Finance Bureau of the Department of Law of the State of New York.

"Development Rights" means any unused air development rights or future air development rights which may be granted by virtue of zoning changes are retained and reserved by the Sponsor and its members, affiliates, subsidiaries and/or assigns.

"**Deposit**" means the total of the Initial Deposit and the Additional Deposit.

"**Effective Date**" means the date upon which the Plan is declared effective by Sponsor in accordance with the terms of the Plan.

"**Escrow Agent**" means Bleckner P.C., having an office at 350 Fifth Avenue, Suite 6440, New York, New York 10118.

"**Facilities**" means all personal property and fixtures now or hereafter existing in, on or under the Land, Building, or the Premises and either existing for the common use of two or more Units or Unit Owners or necessary or convenient for the existence, maintenance or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies; installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing, fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, catch basins; leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, draperies, shades, window coverings, wallpaper, wall coverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

"**Family Members**" means, with respect to any natural person, such person's spouse,

domestic partner, parents, grandparents, children, children of domestic partner, grandchildren and siblings (in each case, including by adoption).

"**Filing Date**" means the date on which a letter is issued by the Department of Law advising that the Plan has been filed or accepted for filing by the Department of Law.

"**First Closing**" or "**First Unit Closing**" means the date upon which fee title to a Residential Unit is first conveyed to a Purchaser pursuant to the Plan.

"**Floor Plans**" means the floor plans of the Building certified by a licensed architect and to be filed in the Register's Office simultaneously with the recording of the Declaration subdividing the Building into separate Residential Units and a Commercial Unit, together with any amendments and supplements thereto.

"**Force Majeure**" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies the open market, unavailability of utilities, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor, however for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed tobe a cause beyond control.

"**GBL**" means the Section 352-e of the General Business Law of the State of New York, as amended from time to time.

"**Governmental Authority**" means any federal, state, county, municipal, foreign, international, regional or other governmental authority, agency, board, body, instrumentality or court having jurisdiction.

"**Hazardous Materials**" means chemicals, pollutants, contaminants, wastes and toxic substances, including solid or hazardous waste, hazardous substances, toxic substances insecticides, fungicides, rodenticides, gasoline or any other petroleum product or byproduct, polychlorinated biphenyls, asbestos and urea formaldehyde to the extent any such substances are described as hazardous in any federal, state or local laws and regulations relating to pollution or protection of human health or the environment including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Insecticide, Fungicide, and Rodenticide Act, as amended; the Resource Conservation and Recovery Act, as amended; the Superfund Amendments and Reauthorization Act of 1986, as amended; and the Toxic Substances Control Act, as amended.

"**Individual Hallway Rights**" means the exclusive right to use a certain portion of a residential hallway, known as an "Individual Hallway Space," which is initially granted to Sponsor or any Sponsor Successor by the Condominium Board pursuant to a written agreement, the form of which is contained in Part II of the Plan, and which Sponsor intends to offer to license the use of same, at its discretion, to owners of two or more Residential Units whose location within the Condominium is such that the Units exclusively served or benefited from a portion of the residential hallway adjacent thereto.

"**Initial Control Period**" means the period ending on the fifth (5th) anniversary of the First Closing.

"**Initial Deposit**" or "**Down Payment**" means the payment on account of the Purchase Price, in an amount equal to ten percent (10%) of the Purchase Price, required to be paid by a Purchaser at the time of delivery of a Purchase Agreement.

"**Insurance Trustee**" means a bank or trust company, in either event having both an office in the City of New York and a capital surplus and individual profits of $500,000,000 or more, from time to time appointed to serve as such by the Condominium Board; provided, however, that for so long as Sponsor owns at least one (1) Unit, Sponsor shall have the right to appoint New York Community Bank or any other mortgagor of Sponsor as Insurance Trustee.

"**Land**" means the parcel of land upon which the Building is situated, as more fully described in Exhibit A of the Declaration.

"**Law**" shall mean the laws, ordinances and all applicable orders of any or all of the Federal, New York State, New York City, County and Borough governments, including, without limitation, the Buildings Department, the Landmarks Preservation Commission, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public or quasi-public authorities having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to Law which are applicable at the time in question.

"**Limited Common Elements**" shall mean those portions of the Property (other than the Units and the Common Elements), existing for the use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners, as more particularly described in the Declaration and the Floor Plans.

"**Liquidated Sum**" means the Deposit under the Purchase Agreement (together with any amount deposited for Special Work, to the extent actually expended) together with any interest earned thereon."

"**Majority of Unit Owners**" shall mean shall mean Unit Owners of more than fifty (50%) percent in aggregate Common Interests appurtenant to all Units or Unit Owners of more than fifty percent (50%) in aggregate Common Interests of only those Unit Owners who are present, in person or by proxy, and voting at a duly constituted meeting of Unit Owners at which a quorum is present.

"**Managing Agent**" means the Person engaged by the Condominium Board as a managing agent or manager of the Building pursuant to Section 2.4 of the By-Laws who undertakes to perform such duties and services as the Board shall authorize or direct. The managing agent of the Building initially will mean Goldin Management, Inc.

"**Owner-Occupied**" means an Owner of a Residential Unit occupied by the Unit Owner or a Family Member of a Unit Owner.

"Parking Area" shall mean an area located in the cellar of the Building containing the parking spaces. Parking area consists of parking spaces which are Residential Common

Elements.

"**Permit**" or "**Permits**" means any action, approval, consent, waiver, exemption, variance, franchise, order, permit, authorization, certificate of occupancy, right or license, building notices, alteration applications or other form of legally required permission, of or from a Governmental Authority, including any zoning, environmental protection, pollution, sanitation, safety, siting or building permit that is necessary to operated maintain the Property or any part thereof or to perform any Work on any part of the Property.

"**Permitted Encumbrances**" means those title encumbrances subject to which a Purchaser under the Plan agrees to take title to a Residential Unit or a Commercial Unit, as more particularly itemized in the Section entitled "Terms of Sale" in Part I of the Plan.

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

"**Plan**" means this offering plan to convert the Building to condominium ownership filed with the Department of Law of the State of New York pursuant to the GBL, as amended from time to time.

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

"**Premises**" means the buildings situated on the Land and having the street address 325 Henry Street, Brooklyn, New York 11201.

"**Presentation Date**" shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered or the fifth day after mailing to prospective Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing with the Department of Law.

"**Property**" means the Land, the Building, all other improvements erected or to be erected on the Land, all easements, rights, and appurtenances pertaining thereto and all other property, real, personal or mixed, used or intended to be used in connection therewith.

"**Purchase Agreement**" means the purchase agreement between Sponsor and a Purchaser under the Plan in the form set forth as Document 1 in Part II of the Plan.

"**Purchase Price**" means the Purchase Price of a Residential Unit or the Commercial Unit as set forth on Schedule A.

"**Purchaser**" means a Person or Persons buying a Residential Unit under a fully executed Purchase Agreement, whether for personal occupancy or use of the Purchaser or a Family Member or for rental or other investment purposes.

"**Register's Office**" means the Office of the Register of The City of New York, County

of New York.

"**Residential Common Charges**" means assessments payable to the Condominium Board by Residential Unit Owners for the purpose of meeting (a) Residential Common Expenses and (b) each Residential Unit Owner's share of General Common Expenses.

"**Residential Common Elements**" shall have the meaning ascribed to such term in Section 6.3 of the Declaration.

"**Residential Common Expenses**" means the costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Common Elements or the Residential Limited Common Elements (to the extent such costs and expenses are not the obligation of the Residential Unit Owners owning the Residential Units to which such Residential Limited Common Elements are appurtenant) or in connection with any other services or facilities provided to the Residential Section or all of the Residential Unit Owners.

"**Residential Common Interest**" means, with respect to a Residential Unit, the number, expressed as a percentage, obtained by dividing the Common Interest appertaining to such Residential Unit by the aggregate Common Interests appertaining to all Residential Units.

"**Residential Limited Common Elements**" shall have the meaning ascribed to such term in the Declaration.

"**Residential Member**" means a member of the Board of Managers designated by the Residential Unit Owners.

"**Residential Section**" means the portion of the Property which includes the Residential Units.

"**Residential Special Assessments**" means the charges, other than Condominium Charges, allocated and assessed against all Residential Units by the Condominium Board and payable by all Residential Unit Owners, pro rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws).

"**Residential Unit**" means any of the eight (8) apartments in the Building.

"**Residential Unit Owner**" means any owner of a Residential Unit.

"**Rules and Regulations**" means the Rules and Regulations of the Condominium annexed to the By-Laws as Schedule A, as amended, modified, and deleted from or added to from time to time, pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the By-Laws.

"**Special Assessment**" means an assessment in addition to the Common Charges enacted by the Board of Managers, or imposed by the Board of Managers against a particular Residential Unit Owner or all Residential Unit Owners in accordance with the Condominium Documents.

"**Special Work**" means any upgrades, "extras", construction work, alterations or

modifications ordered by a Purchaser to be performed on his Unit. Any Purchaser who orders Special Work shall be liable to Sponsor for the full cost of such Special Work even if such Purchaser's Purchase Agreement is cancelled by Sponsor due to Purchaser's default.

"**Sponsor**" means (a) Henry Atlantic Partners LLC, a New York limited liability company, having an address at 58 Thomas Street, New York, New York 10013 and/or (b) any Successor Sponsor or Sponsor Successor, as the context may require and its successors and assigns as well as any Person(s) designated by Sponsor in a writing to the Condominium Board or by amendment to the Plan, to retain Sponsor's rights under the Plan and the Condominium Documents.

"**Sponsor's Counsel**" means the law firm of Bleckner P.C., having an office at 350 Fifth Avenue, Suite 6440, New York, New York 10118.

"**Sponsor Successor**" or "**Successor Sponsor**" means (i) any corporation, partnership, limited liability company or other entity that through amalgamation, consolidation, or other legal succession becomes invested with the rights and assumes the burdens of Henry Atlantic Partners LLC, or (ii) any Person who, at any time, (a) purchases Henry Atlantic Partners LLC or otherwise succeeds to the ownership of two or more Units or 20% of the total number of Residential units in the Condominium, whichever is less, and (b) is not purchasing such Units for his own occupancy or for occupancy by one or more of such Persons Family Members, and, in any case, shall also include any nominee holding any Residential Unit for the account of the Person referred to in clause (i) or above. The phrase ''the ownership" shall include ownership by any such nominee. To the extent Henry Atlantic Partners LLC continues to own Unsold Residential Units, it will continue as Sponsor even though there is a Successor Sponsor.

"**Sponsor Unit**" means the Unit acquired by Sponsor from the Declarant which was characterized in the Declaration as the Residential Unit.

"**Storage Locker**" shall mean any Storage Locker located in the Storage Locker Area and shall include the structural framework and materials out of which the Storage Locker is constructed. Each Storage Locker is a Residential Limited Common Element.

"**Storage Locker Area**" shall mean an area located in the cellar of the Building containing the Storage Lockers. The Storage Locker Area consists of an access area which is a Residential Common Area and Storage Lockers which are Residential Limited Common Elements appurtenant to a specific Residential Unit.

"**Structural**" when applied to any Work performed in or to a Unit or the Property means and refers to any Work affecting the foundations, columns, girders, beams, supports, concrete slabs and other such structural members of the Property, those portions of the exterior walls of the Property lying beyond the interior face of the brickwork, and all building systems, including without limitation, the mechanical, electrical, water-supply and return (sewer), gas-supply and heating, ventilation and cooling systems.

"**Taking**" shall means when the Common Elements or any part thereof is taken in condemnation or by eminent domain.

"**Temporary Certificate of Occupancy**" shall mean a temporary certificate of occupancy for the Building issued by the Buildings Department.

"**Terrace**" shall mean any terrace, balcony or garden which is appurtenant to a Unit as a Limited Common Element and shall include any pavers, decking and drains, hose bibs, electrical outlets, lighting and light fixtures, enclosures and dividers installed as part of the original construction of the Building. All such terraces or balconies are, collectively, referred to as the "Terraces".

"**Unit**" means a space designated in the Declaration as the Residential Unit.

"Unit Deed" means the instrument by which title to a Unit is transferred to a Unit Owner. The form of Unit Deed is set forth as Document 2 in Part II of the Plan.

"**Unit Owner**" means any record owner of a Unit.

"**Unsold Unit**" means any Unit that is owned or retained, by way of lease or any other arrangement by which management or financial responsibility is retained, by Sponsor or a Sponsor Successor; or a Residential Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by a Sponsor or Sponsor's Successor or the designee of a holder of such a Permitted Mortgage. An Unsold Residential Unit shall retain its status and character as an Unsold Residential Unit until: (i) it is no longer owned by Sponsor or any Sponsor Successor; (ii) it is occupied by a Residential Unit Owner or a Family Member of a Residential Unit Owner; or (iii) it is conveyed to a bona fide Purchaser for occupancy by the Purchaser or by a Family Member of the Purchaser. Further, a Residential Unit that is conveyed to Sponsor or Sponsor Successor by a Purchaser who has elected to rescind his purchase of the Unit and receive a refund of the Purchase Price paid for the Residential Unit as provided in the Plan shall thereupon once again become an Unsold Residential Unit.

"**Work**" means and includes demolitions, alterations, installations, additions and improvements, repairs, replacements, substitutions, restorations and any other work performed in or to the Units or the Common Elements.

"**Zoning Resolution**" shall mean the Zoning Resolution of the City of New York, as amended from time to time, or replacement rule, regulation or resolution pertaining to development of a zoning lot.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The following is a general description of the Property, including the land, Building, Units, Common Elements and Limited Common Elements. Reference should be made to the Architect's Report (Document 4 in Part II of the Plan) and to the section entitled "Changes in Prices or Units" contained in the Offering Plan for a more detailed description.

The Land

The Property on which the Building is located is rectangular in shape with a frontage of approximately 7,787 square feet. The site measures 97.33' on Atlantic Avenue and is 80.00' deep in the north-south direction. The Property lies in an R6 District as shown on Map 16C of the Zoning Resolution of the City of New York. The proposed use is a Class A residence and commercial retail space, Multiple Dwelling (Use Group 2) as permitted as-of-right in R6 districts. Uses permitted as-of-right within the R6 District include use groups 1 and 2 (single and multiple-family residences). The New York City Board of Standards and Appeals per Calendar No. 258-14-BZ, September 18, 2015 has approved a variance permitting Use Group 6 (commercial) for the ground and cellar floors of the Building. The commercial uses allowed within Use Group 6 of the Zoning Regulation consist primarily of retail stores and personal service establishments or offices. See the section below entitled "Location and Area Information" for a further discussion.

Construction Schedule

Under the present construction schedule, the Building will be completed in or about July, 2017, unless delayed by weather, casualty, labor difficulties, delays in delivery of materials or other factors beyond Sponsor's control. Prospective Purchasers are advised, however, that the Units may be completed at different times, including a period that may extend beyond the projected completion date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to a credit, offset or reduction in the purchase price for the Unit or otherwise be relieved from any obligations under the Purchase Agreement. Notwithstanding the foregoing, if the actual or anticipated date of the first year of condominium operation is to be delayed for more than six months, Sponsor will amend the Plan to include a revised budget with current projections and if Unit Owner Common Charges exceed those in the latest projected budget by more than twenty-five (25%) percent, then Sponsor will offer all Purchasers a right of rescission for a period of fifteen (15) days after the presentation of the amendment containing such revised budget. In addition, Purchasers will be afforded the right to rescind if closing cannot occur within twelve (12) months of the projected commencement date of July 1, 2017. Any Purchasers exercising their right of rescission will have their deposit refunded, with any interest accrued thereon. See the section entitled "Identity of Parties" for Information concerning the construction professionals.

The Building

The Sponsor has engaged the architectural firm of BKSK Architects LLP with an office at 28 West 25th Street, 4th Floor New York, New York 10010, to design the Building and undertake architectural supervision of the construction of the Building. The Sponsor has also engaged GEA Consulting Engineers, with an office at 545 8th Avenue, 11th Floor, New York, New York 10008, to provide estimates as to the consumption and cost of energy and related

operating expenses of the Condominium. For further information on the background of the principal parties of this Offering Plan, please refer to the section entitled "Identity of Parties".

The Building will be built by the Sponsor in accordance with all applicable zoning and building laws, regulations and codes and other government requirements, including those of the City and State of New York, and substantially as described in the property Report of BKSK Architects LLP which Report is included in Part II of this Plan and in accordance with the building plans and specifications as same may be amended from to time. Copies of the building plans and specifications may be inspected by prospective purchasers at the Sponsor's office or at the Building site. Construction will be deemed substantially completed in accordance with the Plans and specifications when a temporary certificate of occupancy ("TCO") or a permanent or final certificate of occupancy ("FCO") for the Building shall have been issued by the Department of Buildings of the City of New York except for work customarily left incomplete until after occupancy, finishes to the interior of some Units, special work orders, and punch list items, if any. In the event that a permanent Certificate of Occupancy has not been obtained by such Closing, the Sponsor is obligated to obtain same. Please consult the Section of the Plan entitled "Rights and Obligations of the Sponsor" for further discussion.

The Building will consist of a cellar below-grade, ground floor, three (3) additional above-grade floors, and a bulkhead level above the roof. When the construction is completed, the Building will contain a total of eight (8) Residential Units located on the second level through the fourth floor as well as one (1) Commercial Unit on the ground floor and cellar. The cellar will also contain storage lockers and an Automated Parking System Lift. The Residential Units will be of varying sizes, and subject to the Sponsor's right to change the size and/or layout of any Unit. Residential Units will include the installation of new kitchen appliances, custom cabinets, bathroom equipment and finished floors. (See the Architect's Report attached hereto as Document 4 of Part II of the Plan for a description of the appliances, equipment and fixtures included within the Units.) It is anticipated that, as of the presentation of this Plan, the Commercial Unit will contain one (1) retail store. Entrance to the Commercial Unit will be separate from the entrance to the Residential Units.

Certain Residential Units will have terraces and/or balconies as a Limited Common Element appurtenant to a Unit. Residential Units with terraces are Unit 2B, Unit 2C, Unit PHA and PHB. Residential Units with balconies are Unit 3B, Unit 3C, PHA and PHB. There is also a bulkhead roof which is a Residential Limited Common area. The Condominium Board shall have the right to erect and maintain scaffolding equipment on the Terraces, as required for maintenance, and repairs of the Building.

The Building and the Residential Units will be constructed in accordance with all applicable zoning and building laws, regulations, codes and requirements of all governmental entities having jurisdiction, including, without limitation, the New York City Building Code and the Zoning Resolution. A Purchaser of the Commercial Unit shall be responsible for any construction or alterations which might be required in order to comply with all applicable zoning and building laws, regulations, codes and requirements for the particular use of that Commercial Unit. See the Architect's Report (Description of Property and Building Condition) attached hereto as Document 6 of Part II of the Plan for a detailed description of the Building's condition.

The Building will also contain a storage area located in the lobby where deliveries for the Unit Owners may be stored pending their pick-up by the Unit Owner. Sponsor makes no warranty of representation that any item delivered to the Building will not be removed from the storage area.

Sponsor reserves the right to amend or modify in any way the architectural, structural, mechanical, electrical or other plans and specifications, including, without limitation, changing materials, appliances, equipment, fixtures and other construction and design details set forth therein or in the "Description of Property and Building Condition" set forth in Part II of the Plan and to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better quality, provided that any necessary approval of any governmental authority having jurisdiction thereof is timely obtained. Any or all of the foregoing shall not give rise to a right of rescission on the part of any Purchaser and may be made without prior notice or amendment of the Plan, but no such change may be made that would materially adversely affect any binding Purchase Agreement unless same is dictated by construction conditions at the Property and, in such event, Sponsor will amend the Plan and offer affected Purchaser(s) the right of rescission for fifteen (15) days from the Presentation Date of the amendment and, if an affected Purchaser rescinds, receive a full refund of the Deposit together with interest earned thereon, if any, except for funds expended by or reimbursed to Sponsor for upgrades or extras.

The Units

Subject to the rights of the Sponsor and its designee to change the number of Unsold Units, there will be a total of eight (8) Residential Units and one (1) Commercial Unit in the Building. Detailed descriptions of the Units are set forth in the Declaration of Condominium attached hereto as Document 8 of Part II of the Plan as well as in the Architect's Report (Document 4 of Part II of the Plan).

Generally, a Unit consists of the square foot area of the apartment measured horizontally from the exterior side of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls and partitions separating one unit from another unit, or the exterior side of the interior walls and partitions separating a unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. As is customary in New York, the estimated dimensions and floor area of the Units will exceed the usable floor area of each Unit. A Unit also consists of the area measured vertically from the top of the concrete floor to the underside of the structural concrete ceiling. Units include entrance doors, interior walls, partitions and doors, floor and ceiling coverings, all windows, including panes, casements and frames and all equipment, fixtures and appliances, plumbing and wiring affixed, attached or appurtenant to such Unit and benefiting only that Unit. A more detailed narrative description of the term "Unit" is set forth in Article 5 of the Declaration of Condominium attached hereto as Document 6 of Part II of the Plan

The proposed size, layout and approximate dimensions of typical Units are depicted on the Floor Plans set forth as Document 5 in Part II of the Plan.

Common Elements / General Common Elements

The Common Elements (sometimes referred to as the General Common Elements) consist of the Land and all parts of the Building other than the Units and the Limited Common elements, including, without limitation, the following:

(a) all foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, floors, roofs and ceilings, to the extent that the same are not expressly provided in the Declaration of Condominium to be included as a part of a

Unit or the Limited Common Elements;

(b) all hallways, corridors (except to the extent incorporated into any Unit), lobbies, vestibules, plazas, patios, cellars, yards, stairs, stairways (except internal stairways), mechanical and electrical equipment spaces, spaces devoted to the use of persons employed in connection with the operation of the Property and entrances to, and exits from, the Building, to the extent same are not expressly provided in the Declaration of Condominium to be included as part of a Unit or the Limited Common Elements;

(c) all central and appurtenant installations for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, ventilation, and other mechanical and electrical systems, to the extent that the same are not expressly provided in the Declaration of Condominium to be included as a part of a Unit or the Limited Common Elements (hereinafter collectively referred to as the "Equipment");

(d) all parking spaces to the extent that the same are not expressly provided in the Declaration of Condominium to be included as a part of a Unit or the Residential Common Elements; and

(e) all other parts of the Property, and all apparatus and installations existing in the Building or on the Property, either for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property and not expressly provided in the Declaration of Condominium, to be included as part of a Unit or the Limited Common Elements.

Residential Common Elements

The Residential Common Elements are those areas of the Building that are for the exclusive use of all of the Residential Unit Owners. The Residential Common Elements include the elevator, the automated parking system lift, the parking spaces, the mailboxes, the intercom, the hallways above the first floor of the Building and any area of the Building to which there is exclusive access and use by the Residential Unit Owners.

Residential Limited Common Elements

The Residential Limited Common Elements, which are to be used exclusively by the Owner of a Residential Unit and which are appurtenant to that Unit. Residents of Unit 2B, Unit 2C, Unit 3B, Unit 3C, Unit PHA, and Unit PHB have exclusive use of the Terraces and/or balconies in each respective Unit. Primary access to the private exterior spaces will be from an individual Residential Unit. Each of the Storage Lockers located in the Storage Locker Area of the Building will also be a Limited Common Element appurtenant to a Residential Unit. The Storage Lockers will be distributed to each Residential Unit as follows: Apartment 2A – Storage Locker 4, Apartment 2B – Storage Locker 3, Apartment 2C – Storage Locker 5, Apartment 3A – Storage Locker 1, Apartment 3B – Storage Locker 2, Apartment 3C – Storage Locker 6, Apartment PHA – Storage Locker 8 and Apartment PHB – Storage Locker 7. The Board of Managers shall have the right to access all roof areas, Storage Lockers and any private Terrace and/or balconies for necessary inspections, maintenance, or repairs.

Commercial Limited Common Elements

The Common Elements, which are to be used exclusively by the Owner of the Commercial Unit. Commercial Limited Common Elements include the storefront and any nonstructural portion of the exterior walls below the second story which enclose the Commercial Unit as well as any mechanical equipment, risers and ducts for the sole use of the Commercial Unit.

Storage Lockers

As part of the amenities offered to Residential Unit Owners, each of the Storage Lockers located in the Storage Locker Area of the Building will be a Limited Common Element appurtenant to a Residential Unit. The Storage Lockers will be distributed to each Residential Unit as follows: Apartment 2A – Storage Locker 4, Apartment 2B – Storage Locker 3, Apartment 2C – Storage Locker 5, Apartment 3A – Storage Locker 1, Apartment 3B – Storage Locker 2, Apartment 3C – Storage Locker 6, Apartment PHA – Storage Locker 8 and Apartment PHB – Storage Locker 7. The approximate square footages and the location number of the Storage Lockers appurtenant to each Residential Unit are set forth on Schedule A.

Heating and Hot Water

The Residential Units are provided heating via a combination of hydronic perimeter heating and forced air type consisting of indoor heat pumps connected to outdoor condensing units via refrigerant piping. The main entrance lobby will also be provided with forced air heating; however the vestibule is not provided with forced air heating. Other common utility space areas will be provided with electric type baseboard heating elements and electric unit heaters. The central heating plant will be located at roof level with two condensing boilers to generate heating hot water. The heating hot water supply temperature will reset based on outdoor air temperature. Heating pumps will distribute heating hot water to the perimeter heating units, unit heaters and cabinet heaters. Domestic hot water will be generated via gas fired storage type domestic hot water heaters. The domestic hot water will be stored in three 100 gallon storage tanks located in the boiler room at roof. See Architect's Description of Property and Building Condition attached hereto as Document 4 of Part II of the Plan for additional details. The Sponsor will provide a domestic tap for domestic water and sewer servicing the Commercial Unit. The Commercial Unit Owner shall provide its own hot water heater to service the Commercial Unit.

Electricity and Gas

Each Residential and Commercial Unit will be separately metered for electricity. Each Unit Owner will pay the cost of electricity consumed in his Unit directly to the utility company and same is not included in the Common Charges. See Schedule B-1 for a projection of electrical costs. There will also be a separate house electric meter for electricity servicing the Common Elements.

Gas is supplied by National Grid. There will be three (3) gas meters: one (1) for domestic hot water heaters, one (1) for domestic cooking gas, and one (1) for common HVAC units (i.e. air conditioner and dryers), with provisions provided for three additional meters for future tenants of the Commercial Unit. The cost of gas service through these meters will be divided among all Residential Units according to their share of Common Elements. Sponsor will install a sub-meter in Commercial Unit and the Commercial Unit will be separately metered for gas

service for uses other than heat and domestic hot water, and the Owner of the Commercial Unit will pay directly to the utility company for gas consumed in the Commercial Owner's Unit.

Air Conditioning

The air conditioning system of the building is a forced air type consisting of indoor heat pumps connected to outdoor condensing unit via refrigerant piping. The residential section of the building is provided with forced air recessed heat pump units. Cooling loads assume that residents will use internal blinds, shades or similar window treatments during the cooling season. Air conditioning to the building lobby will be provided by a typical forced air heat pump unit.

Water Service

Both hot and cold water is provided to the Residential Units and the cost of such service is included in the Common Charges for the Building.

The Sponsor will provide a domestic tap for domestic water and sewer servicing the Commercial Unit. The Commercial Unit Owner shall provide its own hot water heater to service the Commercial Unit.

Mail

Each Residential Unit Owner will have a locked mailbox located in the lobby. Incoming mail will be delivered to the Building and inserted into the mailboxes by the U.S. Postal Service.

Refuse Disposal

There is one refuse chute. It is located within a rated enclosure with sprinklers in compliance with the New York City Building Code, in a refuse room off the stair corridor on each floor. The chute conveys trash to the refuse room located in the cellar. There is no incinerator or compactor. The initial storage for the refuse is in the refuse room on the cellar level. From the refuse room the refuse is taken for pick-up, via stairs or elevator, on the designated days of the week onto the street. The super will place the refuse on the street on the days designated by the New York City Sanitation Department. The Commercial Unit Owner will be required to make its own arrangements for disposal of its refuse with a private carter. There is no specific area in the Building to store recyclables pending their pick-up so that each Residential Unit Owner will be required to store any such items within each Unit until the appropriate recycling day.

Elevator Service

The Residential Units will be served by one (1) new automatic, self-service elevator. This elevator will not service the Commercial Unit. In the event that the elevator is out of service for any amount of time, residents will be required to walk up and down the stairs to reach their Units.

Intercom System

The building will be equipped with a door intercom system. The intercom system will consist of a Siedle System two-way video intercom system consisting of a front-entrance panel

connected to a head-end unit, which routes audio and video feeds to individual in-unit wall-stations. Visitors will use the camera equipped front-entrance panel to call a resident's wall-station, which is equipped with a video screen and speaker. Residents will be able to see and communicate with visitors via the wall-stations. Residents will be able to grant access to the visitors by using the wall-station to open the electronic lock at the front entrance.

Building Personnel

The Building staff will include a part-time, non-resident superintendent. The Superintendent will not reside in the Building and be required by law to live within 200 feet of the Property. The Superintendent will be responsible for cleaning the Common Elements, for making minor repairs and accepting deliveries to the extent that the superintendent is available. The services and facilities enumerated below shall be in effect at the time of the First Closing.

Laundry

Each Residential Unit will be provided with a clothes washer and dryer. All units have dryer exhausts directly connected and ventilated to the mechanical exhaust fan on the roof of the building. All dryers will be exhausted through a dedicated exhaust fans for the building tenants located on the roof. The dryer exhaust system fans will modulate to accommodate the load in the building by maintaining duct pressure. Each individual dryer will be ducted back to the main riser and connected with an exhaust boot.

Neither Sponsor, the Managing Agent, nor the Board of Managers will be liable in the event of any interruption, discontinuance, or reduction in the quality of any of the foregoing services, including, but not limited to, any services provided by any outside company or person, other than Building personnel, or for any injury to person or damage to property resulting from any act or omission of such company or person or their employees or agents. Nothing contained herein is intended to relieve Sponsor for any obligation it may have to complete the Building in the manner described in the Architect's Description of Property and Building Condition set forth as Document 4 in Part II of the Plan.

LOCATION AND AREA INFORMATION

Location: Area and Neighborhood Description

The Property is located in New York City's Cobble Hill neighborhood in the Borough of Kings, better known as Brooklyn, New York. The Condominium will have entrances on both Henry Street and Atlantic Avenue.

The 325 Henry Street Condominium occupies a corner lot on the South side of Atlantic Avenue and the East side of Henry Street. The Property lies in an R6 District as shown on Map 16C of the Zoning Resolution of the City of New York. The proposed uses for the Building will be general residential and commercial. The Property is located in an R6 District. Uses permitted as-of-right within the R6 District include use groups 1 and 2 (single – and multiple-family residences). The New York City Board of Standards and Appeals per Calendar No. 258-14-BZ, September 18, 2015 has approved a variance permitting Use Group 6 (commercial) for the ground and cellar floors of the Building. The commercial uses allowed within Use Group 6 of the Zoning Regulation consist primarily of retail stores and personal service establishments or offices.

Municipal Services

Police: The two nearest police stations are the 76th Precinct located at 191 Union Street, Brooklyn, New York and the 84th Precinct located 301 Gold Street, Brooklyn, New York. The local police station is the 10th Precinct, which is located at 230 West 20th Street in Manhattan.

Fire Department: The local fire department is the Fire Department Co. 226 located at 409 State Street, Brooklyn, New York.

Post Office: The closest post office is located at 210 Joralemon Street #1, Brooklyn, New York.

New York City will supply water and sewer services and the related charges will be included in the common expenses of the Condominium. The City of New York is responsible for the: maintenance of the roads adjacent to the Condominium.

Transportation

The Condominium is served by a variety of transportation facilities. Taxi and limousine service is readily available throughout the city. Entrances to the city's extensive subway system are located a short walk from the building.

Public transportation is easily accessible in Brooklyn. The following trains service the neighborhood around the Condominium:

- 2, 3, 4, 5 trains at Borough Hall Station
- 2 and 3 trains at Clark Street Station
- F and G trains at Bergen Street Station

New York City is serviced by three major airports - LaGuardia Airport, JFK Airport and

Newark Airport.

Parks, Recreation and Cultural Activities

The Cobble Hill area is rich in cultural attractions as well as parks and recreation. Cobble Hill's character has encouraged the preservation of buildings and history, but at the same time, advocated social and cultural development.

Within close proximity from the Condominium are the Cobble Hill Park and the Van Vorhees Park, complete with tennis and handball courts, a playground, and a fountain.

The area surrounding the Condominium boasts a variety of cultural and exhibition facilities including, but not limited to, the Brooklyn Academy of Music, the Brooklyn Museum of Art, Theatre for a New Audience, Brooklyn Bridge Park, Brooklyn Public Library, Barclay's Center and The Brooklyn Botanical Gardens of Prospect Park. Saint Ann's Warehouse performance space is nearby in Brooklyn's DUMBO neighborhood.

There are many supermarkets (Trader Joe's and Brooklyn Fare), bakeries, fruit and vegetable vendors, meat and fish shops on the streets surrounding the Condominium. A variety of restaurants are within walking distance. All shopping needs can be met on nearby Smith Street and Atlantic Avenue. Whole Foods recently opened on Third Street.

Educational Facilities

Excellent educational facilities are located in New York City. Many exceptional educational facilities are within close proximity to the Condominium. These institutions are diverse enough to satisfy every age group and include religious and secular private schools as well as great public schools.

Public Schools include:

- P.S. 261 Philip Livingston located at 314 Pacific Street
- P.S. 29 located at 425 Henry Street
- P.S. 38 located at 450 Pacific Street
- P.S. 39 located at 417 6th Avenue
- P.S. 107 John W. Kimball School located at 1301 8th Avenue
- Magnet School Sci Math Tech located at 511 7th Avenue
- Magnet School 008 Peter Rouget School located at 544 7th Avenue
- P.S. 34 located at 131 Norman Avenue

Private Schools include:

- Berkeley- Carroll School (Coed) Nursery through Grade 12 with the Lower grades located at 712 Carroll Street and the Middle and Upper Division locate at 181 Lincoln Place
- Brooklyn Friends School (Coed) Preschool through Grade 12 with the Lower School located at 375 Pearl Street and the Upper School located at Willoughby Street
- Saint Ann's School (Coed) Preschool through Grade 12 with the Lower Grades located at 26 Willow Place, 124 Henry Street and 153

Pierrepoint Street and the Middle and Upper Division located at 129 Pierrepont Street

- Packer Collegiate Institute (Coed) located at 170 Joralemon Street
- Brooklyn Heights Montessori School (Coed) located at 185 Court Street

Medical Facilities

The Condominium is within easy access to a number of medical facilities in the Brooklyn, New York Area, including New York Methodist Hospital located at 506 6th Street; Brooklyn Hospital located at 121 DeKalb Avenue; Maimonides Medical Center located at 4802 Tenth Avenue; and an NYU Langone Emergency Walk-in Unit located at 339 Hicks Street.

Religious Facilities

There is a diverse range of religious facilities within close proximity to the Condominium. Nearby houses of worship include Forefront Church, located on 509 Atlantic Avenue, Brooklyn, New York; Masjid Al-Farooq located on 552 Atlantic Avenue, Brooklyn, New York; Kane Street Synagogue, located on 236 Kane Street, Brooklyn, New York; Universal Church, located on 47 4th Avenue, Brooklyn, New York; and Chabad Prospect Heights, 569 Vanderbilt Avenue, Brooklyn, New York.

Other Development Projects in the Immediate Vicinity of the Property

Sponsor is not involved in any other development projects within one (1) block of the Property and knows of no other development projects that have been approved by the DOB nor have other development projects been publicly announced that will be adjacent to or directly across the street from the Property. However, it is Sponsor's current understanding that the owner of the real property located at 339 Hicks Street, currently occupied, in part, by NYU Langone Medical Center, intends to develop a condominium or condominiums in the future, as well as a medical or medical-related facility.

Changes in Information

In the event any of the aforesaid information changes while sales are continuing, Sponsor shall file an Amendment to the Plan disclosing any such change within thirty (30) days after such change occurs.

Schedule A

PURCHASE PRICES OF UNITS & RELATED INFORMATION

325 Henry Street Condominium
325 Henry Street
Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (7/1/17 - 6/30/18)

Unit	Bedrooms (BR) / Bathrooms (BA) (1)	Terrace/Balcony Square Footage (1)	Storage Locker No. (1)	Storage Locker Square Footage** (1)	Unit Square Footage (1)	Offering Price (2)	General Common Interest (3)	Estimated Monthly Common Charges (4)	Estimated Annual Common Charges (4)	Estimated Monthly Real Estate Taxes (5)	Estimated Annual Real Estate Taxes (5)	Estimated Total Monthly Charges (4)/(5)	Estimated Total Annual Charges (4)/(5)
2A	2BR / 2BA	0	4	30	1,250	$ 1,975,000.00	4.51%	$ 498.95	$ 5,987.43	$ 1,032.00	$ 12,383.97	$ 1,530.95	$ 18,371.41
2B	4BR / 3.5BA	785	3	33	2,166	$ 3,975,000.00	10.05%	$ 1,112.91	$ 13,354.90	$ 2,301.86	$ 27,622.30	$ 3,414.77	$ 40,977.20
2C	3BR / 2.5BA	922	5	34	1,948	$ 3,495,000.00	9.69%	$ 1,072.95	$ 12,875.40	$ 2,219.21	$ 26,630.53	$ 3,292.16	$ 39,505.93
3A	2BR / 2BA	0	1	33	1,250	$ 1,995,000.00	4.52%	$ 500.12	$ 6,001.47	$ 1,034.42	$ 12,413.00	$ 1,534.54	$ 18,414.47
3B	4BR / 3.5BA	111	2	36	2,166	$ 3,950,000.00	8.08%	$ 894.51	$ 10,734.17	$ 1,850.15	$ 22,201.78	$ 2,744.66	$ 32,935.96
3C	3BR / 2.5BA	166	6	37	1,985	$ 3,475,000.00	7.61%	$ 842.27	$ 10,107.19	$ 1,742.08	$ 20,904.98	$ 2,584.35	$ 31,012.17
PHA	5BR / 3.5BA	2,071	8	37	2,830	$ 5,495,000.00	16.19%	$ 1,792.23	$ 21,506.75	$ 3,706.92	$ 44,482.99	$ 5,499.14	$ 65,989.74
PHB	4BR / 3.5BA	2,375	7	40	2,767	$ 5,295,000.00	16.87%	$ 1,867.87	$ 22,414.46	$ 3,863.37	$ 46,360.44	$ 5,731.24	$ 68,774.91
Residential Unit Sub-Total		**6,430**		**280**	**16,362**	**$ 29,655,000**	**77.51%**	**$ 8,581.81**	**$ 102,981.78**	**$ 17,750.00**	**$ 213,000.00**	**$ 26,331.81**	**$ 315,981.78**
Commercial Unit Sub-Total		**0**			**7,985**	**$ 12,500,000**	**22.49%**	**$ 1,251.52**	**$ 15,018.22**	**$ 869.83**	**$ 10,438.00**	**$ 2,121.35**	**$ 25,456.22**
TOTALS		**6,430**			**24,347**	**$ 42,155,000**	**100.00%**	**$ 9,833.33**	**$ 118,000.00**	**$ 18,619.83**	**$ 223,438.00**	**$ 28,453.17**	**$ 341,438.00**

Notes:

** The Terraces, Balconies and Storage Lockers are uninhabitable space. They cannot legally be used as a bedroom, living room or dining room and doing so may result in a buildng code violation being issued for the building. Additionally, the Storage Lockers are located in the cellar of the building which has less light and air than ordinary living space and is more susceptible to dampness.

FOOTNOTES TO SCHEDULE A

(1) Any floor plan or sketch shown to a Prospective Purchaser is only an approximation within reasonable tolerances of the dimensions and layout of a typical Unit. Purchasers should note that the square footage of each Unit as reflected in Schedule A is approximate and, as is customary in New York, the estimated dimensions and floor area of the Units will exceed the usable floor area of each Unit. Plans and dimensions may also contain variations from floor to floor. Each Unit may vary slightly in its actual dimension, layout and physical condition. The number of rooms has been calculated on the basis of one room for each bedroom, dining room and living room having a window and ½ room for each kitchen. The Floor Plans for each Unit are included in Part II of the Offering Plan. The Limited Common Elements appurtenant to each Unit, such as Terraces, balconies and/or Storage Lockers, are also detailed in Floor Plans included in Part II. Prospective Purchasers are advised that the Sponsor reserves the right, at any time, both before and after the recording of the Declaration, without the consent of the Board of Managers, any Unit Owner or mortgagee, to (a) change the layout of, or number of, rooms in any Unsold Unit, (b) change the size, or number of, Unsold Units by dividing one or more Unsold Units into two or more separate Units, by altering any boundary walls between Unsold Units or by incorporating Common Elements (such as a hallway, which will thereafter be deemed to be a Limited Common Element), which exclusively benefits an Unsold Unit, into such Unsold Unit and (c) if appropriate, reapportion among the Unsold Units affected by any such change the aggregate Common Interests. See section entitled "Changes in Prices or Units" for additional details. No adverse material change will be made in the size and no material adverse change will be made in the quality of the Common Elements without the consent of all Purchasers affected by any such change.

(2) The purchase price for any Unit is subject to change and is negotiable. These offering prices are set by the Sponsor and are not reviewed or approved by the Department of Law or any governmental agency. The Plan will be amended to reflect (i) a general price change affecting a group, line, or other category of Unit (as distinguished from an isolated price change), (ii) a price change to be advertised in a newspaper or other media, or (iii) a higher price on an individual Unit. See the section entitled "Changes in Prices or Units" for full details.

In addition to the purchase price, Purchaser will be responsible at closing of title for certain other expenses as explained in the Section of the Plan entitled "Unit Closing Costs and Adjustments". While general guidelines to certain expenses of Purchaser are approximated in such Section, the Sponsor is unable to determine the total amounts to be incurred by Purchasers because these will vary for Purchasers according to such factors as the cost of a particular Unit, whether mortgage financing is obtained, Purchaser's retained consultants, and Purchaser's attorney's fees. Closing costs include, among other expenses, a fee of three thousand ($3,000) dollars to Bleckner P.C. for its services in connection with preparing the Unit Deed, the Unit Owner's Power of Attorney and for coordinating and attending the closing. In the event a Purchaser fails to close on the Closing Date set forth in the notice to close, such Purchaser shall pay Bleckner P.C. an additional fee of five hundred ($500) dollars for each adjournment not due to Sponsor's delays. Further, if the closing does not take place at the offices of Bleckner P.C., an additional travel fee of seven hundred fifty ($750) dollars shall be paid. The preceding fees are cumulative. Purchasers will also be responsible for payment of transfer taxes to the City and State of New York which charges are added to the purchase price and then taxed at the then current tax rate for transfer of property. Currently, New York City transfer taxes are 1% of the purchase price on sales of under $500,000 and 1.425% if over $500,000, and $4 per $1,000 of the purchase price to the State of New York and 1% to the State of New York for Units selling above one million

dollars (the "mansion tax"). In addition, there are costs for mortgage title insurance, mortgage recording tax, other document recording fees, and various expenses associated with financing.

The Condominium Association will establish a Working Capital Fund for the benefit of the Condominium from contributions made by purchasers at closing of title to his or her Unit in the amount of $5,000. Purchasers are advised to consult with their attorney as to the exact closing costs they will incur in purchasing their Unit. See the section entitled "Unit Closing Adjustments and Costs" for further discussion.

(3) The percentage of Common Interest for each Residential Unit and the Commercial Unit in the Common Elements is based upon the floor space, subject to the location of such space and the additional factors of relative value to other spaces 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, having been determined in accordance with the provisions of Section 339(i)(1)(iv). The aggregate Common Interest of all Units must always equal one hundred (100%) percent. Any dispute relating to the appropriateness of the allocation will be submitted to arbitration pursuant to Article 11 of the By-Laws.

(4) These estimates of Common Charges were prepared for the First Year of Condominium Operations, assuming same will commence on or about July 1, 2017. No portion of the Common Charges will be tax deductible to individuals occupying Units solely as a residence. The following costs are not included in the Common Charges and must be borne by individual Unit Owners as separate items of expense. See Schedule B-1 for additional details regarding the individual carrying costs applicable to the Units.

(i) the cost of electricity supplied to the Units is separately metered and payable directly by the Unit Owner to the utility company;

(ii) the cost of interior repairs, maintenance and decoration of the Units, including the fixtures, equipment and appliances contained therein;

(iii) any individual insurance coverage for furnishing, belongings, equipment or other personal property in the Unit and/or personal injury occurring within the Unit;

(iv) for a Purchaser receiving purchase money financing, the payments required under his or her loan or loans;

(v) real estate taxes levied against the Unit; and

(vi) personal services such as telephone, cable, etc.

(5) After the Condominium is divided into individual tax lots, each unit will be taxed as a separate tax lot for real estate tax purposes based on each unit's percentage of common interest and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to any lien arising from the non-payment of taxes on other Units.

Bleckner P.C., attorneys for Sponsor, have read and reviewed the Mazursky Opinion, however, Bleckner P.C. is not a taxation expert, has not independently verified the information in the Mazursky Opinion and makes no judgment as to its accuracy. However, based upon: (i) the

Mazursky Opinion being correct, (ii) any updated opinion of The Mazursky Group, Inc. regarding such tax issues being consistent with the Mazursky Opinion, (iii) the assumption that the assessed transitional valuation that will be applicable to the Property in the first fiscal year after completion of construction (i.e., commencing July 1, 2017) will be Two Million One Hundred Thousand ($2,100,000.00) dollars, and (iv) the real estate tax liability after competition of construction and establishment of a condominium is estimated to be Two Hundred and Seventy-Three Thousand ($273,000) dollars at a tax rate tax of .13 in effect for the fiscal year beginning July 1, 2017 and ending July 30, 2018 per $100 of assessed valuation. The Commercial Unit will have an estimated real estate tax liability of $50,960. Sponsor is applying for ICAP benefits for the Commercial Unit. If the ICAP benefits are granted, the Commercial Unit will receive a 15-year real estate tax abatement. If granted, the ICAP will consist of a full abatement for the first eleven years on increases in the assessed value attributable to the construction of the building and will decline by 20 percent per year for the remaining four years. Full benefits will begin in the second year of the operation of the condominium. The Mazursky Group has estimated the tax ICAP benefits at $10,438 for the Commercial Unit. Refer to Document 9 of Part II of the Plan entitled "Real Estate Tax Estimate with ICAP" by The Mazursky Group, Inc. (with an office at 42 Broadway, Suite 1744, New York, New York 10004).

It has been the practice of the New York City Real Property Assessment Department to increase the assessed valuation attributable to a parcel under renovation and/or construction during and after completion of the renovation and/or construction. However, since no set formula is used to determine the amount of increase, it is impossible to guaranty what the actual increase in the assessed valuation will be.

SPONSOR MAKES NO REPRESENTATION THAT THE ACTUAL ASSESSED VALUATION WILL NOT EXCEED THE PROJECTED ASSESSED VALUATION OR THAT THE TAX RATE WILL NOT BE GREATER THAN THE PROJECTED RATE. NEITHER THE SPONSOR, COUNSEL TO THE SPONSOR, NOR ANY OTHER PERSON MAKES ANY WARRANTY REGARDING THE PROJECTIONS OR AS TO THE AMOUNT OF THE TAX THAT WILL BE ASSESSED AGAINST THE UNITS OR THE AMOUNT OF REAL ESTATE TAXES THAT WILL BE PAYABLE AT ANYTIME BY ANY UNIT OWNER.

The Property is first assessed as one entity and the tax liability is then apportioned among the Units when the tax lots are allocated amongst the Units and are recorded at the New York City Register's Office. Such allocation and individual tax bills take approximately six months from the date that the tax lots are recorded. During that period prior to billing of individual Units, the Condominium Board shall make one payment on behalf of the Property. The projection of the apportionment of the assessments amongst the Units has been commonly done primarily on the basis of the Common Interests allocated to each Unit as set forth in Schedule A. However, the New York City Finance Department may consider other factors in determining such apportionment and may allocate the taxes in such other manner as the taxing authority deems appropriate. Sponsor, Bleckner P.C., nor Mazursky can make any representation as to the City's apportionment method or the estimated tax liability of individual Units.

If Purchaser obtains mortgage financing on the Unit, the debt service on such financing would be an additional monthly expense paid solely by Purchaser. The interest portion of monthly mortgage payments made by Purchasers who obtain mortgage financing for their Units,

and designate same as primary or secondary qualifying residence, although not shown in this column, is also deductible for tax purposes by persons who itemize deductions, as more particularly described in, and subject to the qualifications set forth in, the Section of the Plan entitled "Taxes – Deductions to Unit Owners and Tax Status of the Condominium." 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 a Purchaser's mortgage, if any, the interest rate on a refinanced mortgage, or the allocation of constant debt service payments between interest and principal. Please consult the Section of the Plan entitled "Taxes – Deductions to Unit Owners and Tax Status of Condominium" and "Counsel's Tax Opinion Letter" for conditions of deductibility for further discussion.

SCHEDULE B

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OWNERSHIP BEGINNING JULY 1, 2017

Estimated Income

Residential Common Charges	$102,982
Commercial Common Charges	$ 15,018
TOTAL ESTIMATED INCOME	**$118,000**

Estimated Expenses

Labor (1)	$ 18,476
Heating & Hot Water (Gas) (2)	$ 6,593
Utilities (Common Electricity) (3)	$ 21,463
Water Charges and Sewer Rents (4)	$ 7,200
Repairs, Maintenance & Supplies (5)	$ 7,000
Service Contracts (6)	$ 16,691
Property Insurance (7)	$ 14,995
Management Fees (8)	$ 12,600
Legal and Audit Fees (9)	$ 1,500
Contingency (10)	$ 11,482
TOTAL ESTIMATED EXPENSES (11)	**$118,000**

Sponsor anticipates that the first year of Condominium ownership will commence on or about July 1, 2017 with the first closing of title. The estimated Common Charges to be collected from Unit Owners during the First Year of Condominium Operation are based upon the assumption that the First Year of Condominium Operations will commence on or about July 1, 2017. The actual first year of operation may be earlier or later. If the start date of the projected Budget above is delayed more than six months from said date, Sponsor must amend the Plan to update the Budget. If the amended projected Budget exceeds the original Budget by at least twenty-five (25%) percent, Sponsor shall offer all Purchasers a right of rescission for a period of fifteen (15) days from the date of presentation of the amendment, whether or not Sponsor offers to guaranty the previous Budget. Sponsor will, upon such written rescission, return the deposit within a reasonable period of time. Sponsor may not declare the Plan effective where there are material changes to the Budget if these changes have not been disclosed by a duly filed amendment to the Plan. In addition to common expenses set forth above, each Unit will have separate electric meters that measures consumption. Each Owner is billed separately by GEA Consulting Engineers. The allocation for the Common Expenses to be borne by the Commercial Unit has been allocated on the basis of its individual percentage of Common interest in the shared services only. The Board of Managers reserves the right to increase or decrease the expenses of the Commercial Unit based on usage that results in additional costs to any of the services provided in the above annual operating budget.

The above projections are subject to inflation, changes in the economy, changing costs of energy, insurance, supplies, materials, services, payroll, the number of people residing in the Building and unforeseen factors. Therefore it is likely that actual expenditures will differ from estimates set forth herein. The accompanying footnotes to Schedule B are an integral part hereof and should be read in conjunction herewith. The above cited Budget includes income and expenses for both the Residential Units and Commercial Units. Refer to Schedule B-1 on the following page for a breakdown of total income and expenses for the Residential Units and the Commercial Unit according to their respective percentages of common interest.

BREAKDOWN OF ANNUAL PROJECTED COMMON CHARGES ATTRIBUTABLE TO RESIDENTIAL UNITS AND COMMERCIAL UNIT

PROJECTED TOTAL ANNUAL COMMON CHARGES & FEES (SCHEDULE B) $118,000*	**RESIDENTIAL ANNUAL COMMON CHARGES $102,982**	**COMMERCIAL UNIT ANNUAL COMMON CHARGES $15,018**
Labor: $18,476	$14,968	$3,508
Heating & Hot Water (Gas): $6,593	$6,593	Sub-Metered
Utilities (Common Electric): $21,463	$21,463	Sub-Metered
Water Charges and Sewer Rents: $7,200	$7,200	Sub-Metered
Repairs, Maintenance & Supplies: $7,000	$6,325	$675
Service Contract: $16,691	$14,982	$1,709
Property Insurance: $14,995	$11,623	$3,372
Management Fees: $12,600	$9,766	$2,834
Legal and Audit Fees: $1,500	$1,163	$337
Contingency: $11,482*	$8,900	$2,582
TOTAL PROJECTED ANNUAL COMMON CHARGES UNIT	**$102,982**	**$15,018**

***Note: All General Common Charges have been allocated based upon each Unit's Common Interest unless otherwise stated.**

A. The Commercial Unit Owner's share of Repairs and Maintenance expenses is based on its Common Interest applied to the costs.
B. The Commercial Unit Owner's share of Service Contract expenses is based on its Common Interest applied to the costs of the following Service Contracts only: exterminating and sprinkler.
C. There are no common expenses specially allocated to the Commercial Unit Owner.

NOTES TO SCHEDULE B

ESTIMATED INCOME

Common Charges: $118,000

Common Charges represent each Unit's proportionate share of the Common Expenses (except with respect to the cost of certain expenses for which the Commercial Unit will not contribute) set forth in the section entitled "Schedule A" and described in the "Footnotes to Schedule A". All amounts are projected on the assumption that the First Year of Condominium Operation will be the year from July 1, 2017 through June 31, 2017. The actual First Year of Condominium Operation may be earlier or later than that year. In the event the projected commencement date of the First Year of Condominium Operation differs by six (6) months or more from the anticipated date of the First Closing, the Plan will be amended to include a revised budget disclosing current budget projections. If the Residential Common Charges in the revised budget projections exceed the original projections by twenty-five (25%) percent or more, the Sponsor will offer all Purchasers the right, for a period of fifteen (15) days, subsequent to the date of mailing or personal delivery of a copy of the amendment to the Plan, to rescind their Purchase Agreements and have their Deposit refunded.

The estimated income set forth above represents common charges payable by the Residential Units and the Commercial Unit.

The budgeted amount of income to the Condominium does not include any interest income that may be received by the Condominium Board from its investment of the Working Capital Fund to be retained at the closing of title the Units or any reserve funds for contingencies which may be contributed by the Unit Owners in the common charges. The interest income cannot be determine exactly and may be inconsequential and was therefore not included in the budget for the first year of operations. All or part of these funds may be expensed during subsequent years of operation.

ESTIMATED EXPENSES

1. Labor: $18,476

Payroll includes the services of a part-time non-resident, non-union Superintendent. After the First Year of Condominium Operations, the Board of Managers may replace the Superintendent. The Superintendent will be responsible for general janitorial and maintenance functions to the common elements, such as cleaning, minor repairs and alterations. In the event major repairs or alterations are required to be performed at the Building, which cannot be performed by the Superintendent, the Board of Managers will be obliged to hire and pay outside laborers to perform such work and will be required to provide access to the Building so that such work may be performed. The Superintendent does not reside in the Building and as required by law, must reside within 200 feet of the Property. The level of staffing complies with the applicable housing and labor laws. The following expenses are mandated by law for each employee:

FICA Employer (7.65 of wages)	$1,193.40
Worker's Compensation (5.0% of wages)	$ 780.00
SUI State Unemployment Insurance (4.025 of 1st $10,300)	$ 422.30
FUTA Federal Unemployment Insurance (6% of first $7,000)	$ 420.00
NY SDI ($.60 per week per employee)	$ 60.00
Total Payroll Taxes	**$2,875.70**

The Budget expense incorporates the following:

Part-Time Superintendent Salary:	$ 15,600.00
(approximately 4-hours/6 days weekly/52-week salary:	
Total Payroll Taxes:	$ 2,876.00
TOTAL PAYROLL COMMON CHARGES:	**$ 18,476.00**

If, however, any of these laws are changed in the future to require additional building staff, hours of service or higher wages, the amount allocated for the first year of condominium operation will be greater than that shown above.

2. Gas For Heating, Hot Water & Cooking: $6,593

Gas is provided by National Grid to all residential units as a common expense. The Building's heating system is a combination of hydronic perimeter heating and forced air heat pump units that provide adequate heat to all residential units and common areas. The heating system, as more fully described in the Architect's Report of the Description of Property And Specification is reproduced in Part II of the Plan.

The cost varies depending on the amount of Therms delivered. The estimated consumption and costs set forth below was provided by GEA Consulting Engineers, with an office located at 545 8th Avenue, 11th Floor, New York, New York 10008. The Engineer's Report is reproduced in full following the footnotes to Schedule B.

Approx. Gas Consumption:	4,221Therms/year
Approx. Cost per Therm:	$ 1.42
Total Annual Cost of Gas:	$5,994

Although the Sponsor is obligated to provide accurate information to Prospective Purchasers and the above estimate is made in good faith, it is not possible to predict whether the budget figure will reflect the actual cost of fuel to be incurred during the first year of Condominium Operation due to the fact that the usage will vary with the level of consumption, occupancy ratio, fluctuations in the price of gas, fuel cost adjustments and State and City surcharges. Further, consumption will be affected by the severity of the weather, conservation measures (such as staggering hours of heating, lowering the temperatures of the hot water, etc.), if any, adopted by the Board of Managers and the personal habits of the Unit Owners. Fluctuating fuel prices and other factors such as deregulation of gas pricing by the United States Government may raise the cost of fuel substantially higher than the current rate.

3. Electricity For Common Areas: $21,463

The Building's electrical service to the common areas of the Building is by a separate meter located in the electric room in the cellar. The cost thereof is a common expense that also covers items such as building heat pumps, exhaust fans, elevator, and the common areas. The monthly bill is arrived at by multiplying the KWH consumed by the monthly rate, adjusted by a Fuel Adjustment Factor supplied by GEA Consulting Engineers each month to reflect changes in the cost of fuel used to produce electricity, plus sales tax.

The projected consumption and cost of electric usage to the common areas with an escalation of ten (10%) percent above current rates as provided in the Engineer's Report annexed hereto as Exhibit B-1, prepared by GEA Consulting Engineers, with an office located at 545 8th Avenue, 11th Floor, New York, New York 10008, are as follows:

Projected Electric Consumption:	84,835 kWh
Total Cost per Kwh	$0.23/kWh
Total Annual cost of Electricity:	$19,512

The Residential Units and the Commercial Unit are each separately metered for own use of electricity for such things as appliances, TV, electric clothes washer and dryers and are billed accordingly by GEA Consulting Engineers. For the projected costs of electricity consumption for these uses per each Residential Unit, refer to the Engineer's Report (GEA Consulting Engineers) that follows these Footnotes.

4. Water Charges and Sewer Rents: $7,200

The Building will be metered for water and sewer usage by the City of New York Department of Environmental Protection ("DEP") in accordance with current law. The cost is a projected common charge to the Residential Units only and reflects the Report by GEA Consulting Engineers, as set forth on Exhibit B-1, projected for the year 2017 including a 10% increase to cover future increases. Sewer charges represent 159% of water charges. The Commercial Unit will be separately metered and billed directly by DEP.

Estimated Water & Sewer:	68,315/year
	$9.58 per 100 CF
	$6,545

5. Repairs, Maintenance and Supplies: $7,000

The budget figure for these items is based on normal maintenance and repairs, the painting of public halls and Common Elements, the purchase of normal items such as cleaning supplies and materials, lubricants, bulbs, public area fixtures, general and hardware supplies and rubbish compactor bags. Unit Owners will be responsible for the cost of the interior repairs in, and decoration and painting of, their respective Units, appliances and fixtures. The amount budgeted is calculated based on the consultant's previous management experience in managing newly renovated and/or newly constructed buildings of comparable size, quality and amenities. No provision has been made to cover any major capital expenditure. If such expenditure is required, each Unit Owner will be obligated to pay his pro-rata share of such expenditure.

The Offering Plan provides for a Working Capital Fund contributed by each Purchaser of a Residential Unit payable at the closing of title to each individual Unit. The Fund is intended to cover additional common expenses of the Condominium. Such funds will be deposited by the Managing Agent at an interest bearing account in the name of the Condominium and separate from the Condominiums' operating account.

Supplies	$3,000
General Repairs	$3,000
Plastering and Painting	$1,000

6. Service Contracts: $16,691

This estimate includes the cost of various services used in or for the Common Elements, including but not limited to elevator service, fire systems and exterminating.

Nature of Service	Annual Cost (including tax)
Exterminating	$ 800
Sprinkler System	$ 1,000
Fire Extinguisher	$ 300
Central Station Monitoring	$ 1,500
Virtual Doorman	$ 8,091
Fire Alarm (Protection)	$ 2,000
Telephone/Mobile	$ 2,000
Uniforms	$ 1,000
TOTAL	**$16,691**

No maintenance or service contracts have been entered into as of the filing date of the Plan. The budgeted amounts are based on estimates received from contractors. The contract for the installation of the Building's Automated Parking System Lift includes operator and maintenance personnel training along with on-call technical support for twelve (12) months after completion of installation. In the second year of Condominium Operation the maintenance contract for the Building's Automated Parking System Lift is anticipated to cost $13,632 and the maintenance contract for the Elevator for the Residential Units is anticipated to cost $5,000. While this Schedule B includes a reasonable allowance for possible increases in cost, which may occur prior to and during the First Year of Condominium Operation, no warranty or guarantee is made that the actual costs for these services will be in accordance with this projection. The Commercial Unit Owner will share in the expense of only the Exterminating, Fire Extinguishers, Fire Alarm (Protection), Central Station Monitoring, Sprinkler, and Telephone/Mobile based on their Common Interest percentage.

7. Insurance: $14,995

The following insurance is available for the Property for the first year of the Condominium's operations as set forth in a letter provided by Signature Group of Companies, a licensed insurance broker with an address at 501 Franklin Avenue, Garden City, New York

11530 with an office telephone number: (516) 764-1100.

Items	Coverage
Property Section	
Building Limit	$12,000,000
Deductible	$ 10,000
Water Damage Deductible	$ 10,000
Earthquake Deductible	2% of Earthquake Limit
Flood Deductible	2% of Flood Limit
Business Income/Extra Expense	$2,000,000
Equipment Breakdown	(Included)
Sewer and Drain Back-up	$ 250,000
Flood	$1,000,000
Earthquake	$1,000,000
Ordinance of Law	$1,000,000
Coverage B: Increase Cost of Construction	Max-$5000,000 or up to the building limit, whichever is less
Coverage C: Demolition	Max-$5000,000 or up to the building limit, whichever is less
General Liability Section:	
Medical Payments	$5,000 Each Person/$25,000 Each Accident
Personal & Advertising Injury	(Included)
Damage to Rented Premises to you	$1,000,000
Water Damage Legal Liability	$1,000,000
Lead Liability	(Included)
Fidelity Bond	$ 100,000
Directors and Officers	$1,000,000
Limit	$2,000,000 Aggregate/$1,000,000 Each Occurrence
Umbrella:	
Limit	$5,000,000

The total premium for these various coverages is estimated at $14,995.

The coverage provides for one hundred (100%) percent replacement cost and contains an agreed amount endorsement that eliminates co-insurance.

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

All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance or on invalidity arising from any acts of the insured and of pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' written notice to all of the insured, including Unit Owners, the Board of Managers and Permitted Mortgagees. Each Unit Owner shall be named as an additional insured on all such policies. **PURCHASERS SHOULD OBTAIN THEIR OWN INSURANCE FOR RISKS OF LIABILITY AND FIRE AND CASUALTY LOSSES.**

IT SHOULD BE NOTED THAT IN THE EVENT THE PROPERTY IS TOTALLY DESTROYED BY FIRE OR OTHER CASUALTY, THE INSURANCE COVERAGE AS STATED HEREIN, ALTHOUGH SUFFICIENT TO REPLACE THE BUILDING, DOES NOT COVER THE FULL INVESTMENT OF THE UNIT OWNERS. HOWEVER, THE AMOUNT OF INSURANCE, WHICH WILL BE IN EFFECT ON THE DATE SHOULD BE SUFFICIENT TO PREVENT THE IMPOSITION OF ANY COINSURANCE FACTOR IN THE EVENT OF PARTIAL LOSS.

8. Management Fee: $12,600

The Property will be managed by Goldin Management, Inc., with an office located at 25 8th Avenue Brooklyn, New York 11217 pursuant to a management contract, which shall be for a term of two (2) years, commencing on the date of the First Unit Closing at an annual base compensation of $12,600.00, payable in equal monthly installments of $1,050.00. See section entitled "Management Agreement and Contractors" in Part I of the Plan for a more detailed description of the terms of the management contract. This firm has considerable experience in the management of properties in New York City.

Management of the Building will entail the following: the hiring of a part-time superintendent to perform certain necessary janitorial and maintenance functions for the Common Elements, such as cleaning the common area, complying with local building codes and regulations; paying or causing to be paid all bills for maintaining and operating the Building; review of proposed sales and/or leasing packages, including references from all Prospective Purchasers; billing for maintenance and other charges; setting up and keeping in good order a separate accurate set of books for the -dominium, hiring accountants for preparation of federal, state and other income tax returns required by governmental authorities and, generally, of the Property. Administrative Expenses include the costs of phones, bank fees, mailing costs, copying and miscellaneous office supplies.

9. Accounting Fees and Legal Fees: $1,500

Frendel, Brown, and Weissman, LLP with an office located at 655 3rd Avenue, New York, New York 10017 will provide accounting services for the condominium at a cost of $1,500 for the first year of condominium operation.

10. Contingency: $11,482

This cost is intended to meet any unanticipated costs or fees not covered in the projected Budget or that exceed the projected costs.

Every reasonable effort has been made to prepare an accurate and realistic budget for the operations of this Condominium. Nevertheless, unforeseen circumstances can have an adverse impact on building operations. This amount, to be used at the discretion of the Board of Managers, is intended to benefit the Unit Owners by providing a fund for unanticipated expenses not included in the budget and for possible increases in one or more items of operating expense above the amounts projected. Particularly volatile are the prices of utilities to be provided to the Building. Water & Sewer Charges are difficult to estimate in advance. Repairs and maintenance may be required at any time. For these reasons, it is prudent to add a contingency reserve. In this case, approximately ten (10%) percent of estimated operating expenses are added to the budget. This reserve is not intended to cover the cost of major capital repairs or replacement items. The

Working Capital Fund, as set forth below, may be held or used to make capital repairs or for such other appropriate purposes permitted under the Declaration and By-Laws as determined by the Board of Managers in its sole discretion.

11. Total Estimated Expenses: $ 118,000

The budget for the First Year of the Condominium Operation is based on the estimates and projections of the management company and the experts retained by the Sponsor. The budget for Condominium Operation for the second year will be set by the Board of Managers pursuant to the By-Laws and may be equal to or higher than the first year due to the fact that the cost of the items shown in Schedule B may change due to factors beyond the control of the Sponsor and/or the Board of Managers.

The foregoing budget, however, is not intended and should not be taken as a guarantee by anyone that the income or expenses for the first or any subsequent year of Condominium Operation will be as set forth in said budget, and it is likely that the actual maintenance charges and expenses will vary from the amounts shown in the Budget.

At the time of the closing of title of each Unit to a bona fide Purchaser, such Purchaser shall pay into the Working Capital Fund of the Condominium the sum of $5,000.00. Any amounts in the Working Capital Fund may be held or used, at any time, for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as determined by the Board of Managers in its sole discretion. See sections entitled "Working Capital and Reserve Fund" and "Unit Closing Adjustments and Costs" in this Plan for further discussion.

THE FOREGOING IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY THAT THE ANNUAL COMMON CHARGES OR EXPENSES FOR THE INITIAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION WILL BE AS SET FORTH IN SAID SCHEDULE, OR THAT THE FIRST YEAR OF CONDOMINIUM OPERATION SHALL COMMENCE ON THE PROJECTED DATE.

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EXHIBIT B-1

ENGINEER'S PROJECTION OF INDIVIDUAL ENERGY COSTS

ENGINEER'S PROJECTION OF INDIVIDUAL ENERGY COSTS

The following letter dated November 20, 2015 issued by GEA Consulting Engineers having an office at 545 Eighth Avenue, 11th Floor, New York, New York 10018 provided the following estimates of annual electric energy costs for lighting and for operating the typical electrical appliances located in each Unit. For clarification purposes, the letter refers to premises located at "112 Atlantic Avenue, Brooklyn, New York" which is the same property as 325 Henry Street, Brooklyn, New York.

The projected rates are not guaranteed and it must be expected that these rates will increase with the passage of time and may be affected by many factors which are beyond the control of Sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of Unit Owners and weather conditions.

SCHEDULE B-1

Residential Building
112 Atlantic Avenue
Brooklyn, NY 11207

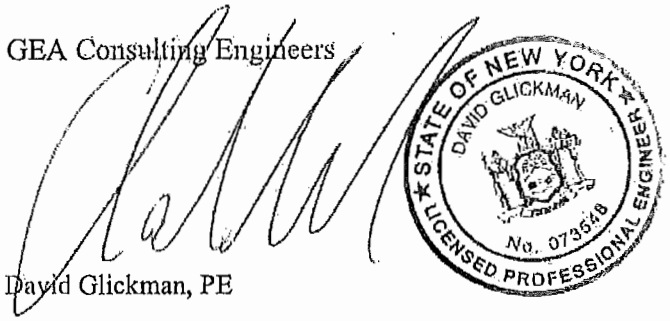
ESTIMATED CHARGES

Architect:
BKSK Architects LLP
28 West 25th Street
New York, NY 10010
Tel: 212.807.9600

Engineer:
GEA Consulting Engineers
545 Eighth Ave., 11th Floor
New York, NY 10018
Tel: 212.643.8006

November 20th , 2015

GEA Consulting Engineers



David Glickman, PE

I GENERAL

The charges indicated below are based on the following assumption:

1. Heating is based on 5,000 degree days. System shall maintain 70 degree Fahrenheit in residential units when outdoor air temperature is 8.7 degrees Fahrenheit.

2. Air conditioning system shall maintain 75 degrees Fahrenheit when outdoor air temperature is 92.4 degrees Fahrenheit.

3. Each residential unit is calculated to have a gas range, and all other appliances included the sale.

4. Construction of the building will begin in or about October 15th 2015, and it is that the building will be sufficiently complete for occupancy in or about November 15th 2016.

5. The estimated first year cost for water and sewer is based on the New York City rate, 7/1/14 – 6/30/15 is an estimated rate of $9.58 per hundred cubic feet of water and the average of 40 gal. per day per person, for the projected first year of condominium operation. Unit occupancy is assumed as follows: 2 people for the first bedroom and 1 person per bedroom for additional bedrooms. Charges for waste and storm sewer services are billed at 159% of applicable water charge or, $5.88 for sewer and $3.70 for water, for a combined water/sewer charge of $9.58 per 100 cf of water.

6. Residential Unit electricity rates are based upon Con Ed rate structure SC-01 as November 2015 with the following Energy Delivery charges for the summer and winter:

   For summer months: $0.09017/kWh per first 250 kWh and $ 0.10360/kWh for over 250 kWh

   For winter months: $0.09017/kWh per all kWh

   In addition, the utility cost includes an average Market Supply Charge (MSC) of $0.04775 / kWh, an average Monthly Adjustment Clause (MAC) of $0.0014/ kWh, a System Benefits Charge of $0.004 kWh, a Renewable Portfolio Standard program charge of $0.0022/ kWh, Merchant Function charge of $0.005844/ kWh, and Gross Receipts Tax (GRT) of 5.2794%. Charges also include a $15.76 per month meter charge and $0.60 per month billing and payment processing (BPP) charge. Sales tax is not included.

Common space charges are based upon Con Ed rate structure SC-09 as of November 2015. Public space costs are based upon Demand and Energy Delivery charges for winter and summer months.
The Demand charges for summer and winter are as follows:

For summer months: $140.86 per first 5 kW or less and $21.82/kW for over 5 kW

For all other months: $112.51 per first 5 kW or less and $17.22/kW for over 5 kW

The Energy Delivery charge for both the summer and winter is as follows:

For all months: $0.0236/kWh per all kWh

In addition, the total cost includes an average Market Supply Demand (MSC) charge of $0.04775 / kWh and an average Monthly Adjustment Clause (MAC) Energy Delivery charge of $0.0014/kWh, a System Benefits Charge of $0.004/ kWh, a Renewable Portfolio Standard program charge of $0.0030/kWh, Merchant Function charge of $0.002002/kWh, and Gross Receipts Tax (GRT) of 2.7254%. Charges also include a $6.05 per month meter charge and $1.20 per month billing and payment processing charge. Sales tax is not included.

7. Residential Unit gas rates are based upon Con Ed rate structure SC-01 as of November 2015 with the following summer and winter charges

For all months: $18.60 per first 3 therms or less and $ 0.9538/therm for over 3 therms

In addition, the total cost includes an incremental System Benefits Charge which varies yearly, a Temporary State Assessment Surcharge of $0.062041/therm, and a Merchant Function charge of $0.004656/therm. Charges also include a $1.20 per month billing and payment processing charge, and an additional charge based on both the applicable Gas Cost Factor, currently $0.195215/therm, and the Monthly Rate Adjustment, currently $0.079101/therm, which reflect the average total cost of gas for the month. Sales tax is not included.

The figures below can vary considerably depending on the severity of the weather, the efficiency of the actual equipment installed, occupants' personal habits as well as other operating parameters. These figures are not intended to be a guarantee

II ESTIMATED UTILITY COMMON COSTS (does not include submetered components)

The actual prices will vary throughout the year.

1. The estimated first year cost for electric consumption:

   84,835 kWh/yr x $0.23/kWh = $19,512/yr

   This includes common areas, stairway, hallway, exterior, lobby, and mechanical room lighting, AC, electric heating, pumps, elevators, and fans.

2. The estimated first year cost for water and sewer:

   68,315 cf/year x $9.58/100 cf = $6,545/yr

3. The estimated first year cost for gas consumption for domestic hot water:

   2,356 therms/yr x $1.42/therm = $3,346/yr

4. The estimated first year cost for gas consumption for cooking and dryers:

   1865 therms/yr x $1.42/therm = $2,648/yr

Estimated Total: $32,051 for the entire building's first year

III ESTIMATED RESIDENTIAL UNIT ELECTRIC COSTS

Each residential unit will be metered separately for electric usage by utility provided electrical meters. This electric usage will include the in-unit lighting and plug load as well as the power consumption of the split electric heat pump systems that provide both heating and cooling to the residential units.

The effective price of electricity used was $0.23/kWh.

Annual Residential Unit Energy Costs

	Energy Consumption (kWh)	Utility Cost
2A	9,030	$2,077
2B	15,076	$3,467
2C	13,141	$3,022
3A	9,030	$2,077
3B	15,076	$3,467
3C	13,141	$3,022
4A	20,675	$4,755
4B	17,899	$4,117

DETERMINATION OF COMMON EXPENSES

Generally, Common Charges are projected based on estimated usage and benefit derived from the units and allocated to Units based on Percent Common Interest. As this condominium contains, multiple use groups, namely, Residential Units and the Commercial Unit, the Common Charges were allocated to each group based on anticipated usage for that group and thereafter allocated to the Units based upon the percent common interest of a particular unit. Accordingly, if in the future, the Board assesses additional expenses, other than the expenses set forth in the initial Budget of the condominium, each use group shall only bear the proportionate share of such expense(s) in accordance with the use and benefit they derive from such expense and their percent common interest. From time to time the Board has the right to reallocate any group's usage based upon their assessment of such group's usage of any particular common expense or amenity in relation to the Condominium in its entirety. The foregoing budget not intended and should not be taken as a guarantee by anyone that the income or expenses for the first or any subsequent year of Condominium Operation will be as set forth in said budget.

At the time of the closing of title of each Unit to a bona fide Purchaser, such Purchaser shall pay into the Working Capital Fund of the Condominium the sum of $5,000.00. Any amounts in the Working Capital Fund may be held or used, at any time, for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as determined by the Board of Managers in its sole discretion. See sections entitled "Working Capital and Reserve Fund" and "Unit Closing Adjustments and Costs" in this Plan for further discussion.

IN THE OPINION OF GOLDIN MANAGEMENT, INC. WHOSE BUDGET CERTIFICATIONS ARE SET FORTH IN PART II OF THE OFFERING PLAN, THE PROJECTED ANNUAL BUDGET APPEARS REASONABLE AND ADEQUATE BASED ON PRESENT PRICES AND ESTIMATES TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH YEAR COMMENCES ON OR BEFORE JULY 1, 2017. THE FORGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST YEAR OF OPERATION WILL BE AS SET FORTH IN SAID PROJECTED BUDGET.

IT IS LIKELY THAT THE ACTUAL ANNUAL COMMON CHARGES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN ON THE PROJECTED BUDGET. SPONSOR HAS RESERVED THE RIGHT TO ENTER INTO SERVICE, MAINTENANCE, EMPLOYMENT, INSURANCE POLICIES, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL BE BINDING ON THE BOARD OF MANAGERS AT THE COMMENCEMENT OF CONDOMINIUM OPERATION. HOWEVER, SPONSOR MAY NOT ENTER INTO ANY BINDING SERVICE OR MAINTENANCE CONTRACT LONGER FOR THAN THREE YEARS THAT WILL MATERIALLY INCREASE THE FIRST YEAR'S ESTIMATED COMMON CHARGES. ANY SUCH AGREEMENT OR EXPENSE THAT MATERIALLY INCREASES COMMON CHARGES ABOVE 25% OF THE 2017 BUDGET WILL BE DISCLOSED IN AN AMENDMENT TO THE PLAN.

OPINION LETTER - COMPLIANCE WITH REAL PROPERTY LAW 339-i

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

December 22, 2015

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

Re: 325 HENRY STREET CONDOMINIUM
325 Henry Street, Brooklyn, New York 11201
(the "Condominium")

Dear Sir:

The Sponsor of the 325 Henry Street Condominium Offering Plan for the captioned property retained our firm to review the percentage of Common Interests in the Common Elements allocated to the Commercial Units.

We are a licensed real estate brokerage firm with extensive experience in the sale of condominium units.

We are advised by Sponsor that the Common Interest of each of the Units has been determined on the basis of 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 Units, the availability of the Common Elements for exclusive or shared use, and the overall dimensions of the particular Units which is the method of allocation permitted by Real Property Law Section 339(i)(1)(iv) of the New York Real Property Law.

In our opinion, within the framework of Real Property Law Section 339-(1) (iv), this method of determining Common Interests and based on the accuracy of the measurements of approximate floor area of the Units is reasonable and equitable.

We hereby consent to the reproduction of this letter in connection with the Offering Plan.

Very truly yours,

Goldin Management, Inc.

By: _____
Daniel Miller
Property Manager

Sworn to before me this
22nd day of December 2015

_____
Notary Public

KATHERINE FERRAND
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FE6319648
Qualified in Kings County
My Commission Expires February 23, 2019

12/22/15

COMMERCIAL UNIT

The Sponsor or its designee or subsequent Commercial Unit Owner may sell, lease or sub-lease the Commercial Unit in whole or in part subject to compliance with law but without the prior approval of the Condominium Board or the Unit Owners and free of costs and charges by the Board. The Commercial Unit may be used for any legal purposes in accordance with the Building's existing Certificate of Occupancy (or as amended) and the Zoning Resolution of the City of New York, as amended ("Zoning Resolution") or other applicable laws. The Zoning district of the Property permits such commercial use on the ground floor. Sponsor or its designee or the Commercial Unit Owner may change the use of the space but such change shall require an amendment to the Plan and the Declaration, if the Declaration has been filed.

As of the date of presentation of this Plan, it is anticipated that the Commercial Unit will be used for retail use, however, as noted above, the Commercial Unit may be used for any legal purposes. Notwithstanding the foregoing, no portion of the Commercial Unit may be used:

(i) for obscene or pornographic purposes or activities or the sale or distribution of any obscene or pornographic material, as such terms are defined in Section 235 of the New York Penal Law; or

(ii) for the purpose of performing any abortions or providing any professional counseling or advice advocating abortions or family planning; or

(iii) as a welfare center, a settlement house, or homeless shelter; or

(iv) as a drug rehabilitation/methadone clinic.

As of the date hereof, Sponsor has not entered into an agreement with any party for the sale or leasing of any of the Commercial Unit. The Sponsor therefore makes no representations as to the identity or the nature of a prospective purchaser or lessor of all or any portion of the Commercial Unit, other than they will not be sold or leased for purposes prohibited by the Declaration.

The Sponsor reserves the right to make any changes or improvements and to sell or lease the Unit for any permitted use or to mortgage the Unit, all without the consent or approval of the Unit Owners, the Condominium Board or any agent of the Condominium. The Board's right of first refusal is not applicable to Sponsor or its designee or the Commercial Unit Owner. The Sponsor may also, at own cost, change the layout or sub-divide the Unit or recombine the subdivision or make alterations and improvements whether ordinary or extraordinary, whether structural or otherwise (provided such does not affect the structural integrity of the Building) without the consent of the Unit Owners or the Condominium Board, subject to applicable governmental regulations and the provisions of the Declaration and By-Laws of the Condominium. Likewise, a Sponsor designee or subsequent Owner of the Commercial Unit shall have the same rights as Sponsor to make physical changes and improvements to the Unit, provided the work conforms to code and conforms with certain provisions of the By-Laws (as to proper insurance coverage covering the Board and the Unit Owners during performance of repairs, alterations or improvements, storage of debris, and amending the Declaration, if required), or to change the legal use thereof, or to sell or lease or mortgage the Unit freely without the prior approval of the Board or the Unit Owners or be subject to the Board's right a first refusal.

The right of the Commercial Unit Owner to change the use of the Commercial Unit may result in greater number of people entering and leaving the ground floor level of the Building, a higher volume of noise and/or hours of usage and other possible effects on the Building resulting from the use of the Commercial Unit. Accordingly, it is possible that a change of usage could have an adverse impact on other Condominium Unit Owners.

The Commercial Unit Owner shall be responsible for payment of monthly Common Charges to the Condominium and for payment of real estate taxes for its Unit as billed by the New York City Department of Finance. Its share of the monthly common expenses represents fairly the space and potential usage of services in the Building. The Sponsor will provide a domestic tap for domestic water and sewer servicing the Commercial Unit. The Commercial Unit Owner shall provide its own hot water heater to service the Commercial Unit. The Commercial Unit shall be responsible for the cost of refuse removal. In the event that the use of the Unit causes the Building's insurance policy to increase, the Unit Owner shall pay the Condominium Association the difference thereof.

The percentage of interest of the Commercial Unit in the Common Elements is based, as in the case of the Residential Units, on method (iv) contained in Section 339-i of the New York Condominium Act, that is, upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. The share of expenses attributable to the Commercial Unit has been projected in accordance with the percentage of interest in the Common Elements allocated to the Commercial Unit, except with respect to expenses that relate solely to the operation and maintenance of the Residential Units. See Schedule B and the Notes thereto for further discussion.

The Sponsor believes, as is confirmed by the Certification of Goldin Management, Inc., that the Common Charges payable by the Commercial Unit Owner is sufficient to cover the expenses fairly attributable to such Unit.

The Declaration and By-laws of the Condominium authorize the Board of Managers to specifically allocate expenses or specific expense items and to apportion Common Charges to the Commercial Unit resulting from changes in use or from changed circumstances. In the event of a dispute between the Commercial Unit Owner and the Board of Managers concerning any special allocation, if the dispute cannot be settled by the parties within sixty (60) days, it shall then be settled by arbitration before one (1) arbitrator appointed according to the applicable rules of the American Arbitration Association in the City of New York.

So long as the Sponsor is the Owner of the Commercial Unit, the Sponsor shall be entitled to designate a Board member. Subsequent to Sponsor selling the Commercial Unit, the successive Commercial Unit Owner shall also be entitled to be a member of the Board. Such member may only be removed by the Commercial Unit Owner who alone will have the right to designate or elect a replacement. Any decisions of the Board of Managers affecting the Commercial Unit shall be made only with the consent of the Commercial Unit Owner.

The Commercial Unit Owner shall have the right to make prompt repairs and restoration to the Commercial Unit to the extent the Commercial Unit is damaged or destroyed by fire or

other casualty.

At the request of the Sponsor, a Sponsor-designee or the Commercial Unit Owner, the Board of Managers shall execute any application or documents required to be filed with any government agency having or asserting jurisdiction in connection with any repairs, additions, improvements, alterations or sub-division of the Commercial Unit or the operation or use of the Commercial Unit, at which time the requesting party shall indemnify and hold the Board of Managers and the other Unit Owners harmless from any expense or liability by virtue of the execution of the application of such other documents.

The Owners of the Commercial Unit shall have the right to construct ventilation and or exhaust flues on any portions of the roof of the Building above the Commercial Unit in an area where it has exclusive access if such vent and the chase or flue is required and or appropriate for the use of the Unit.

The Sponsor, Commercial Unit Owner and/or any tenant of Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have an easement and right, without charge or limitation, and without the consent of the Board of Managers or the Unit Owners, to install, repair and maintain, either within or in the immediate location of the Unit or the windows of such Unit, below the level of any windows of a Residential Unit, a sign or signs, canopy and/or awnings, which may be illuminated, including neon, for advertising or identification purposes. In addition to any other signage and or use of the exterior walls and the storefronts, the Commercial Unit Owner may install nameplates and/or identification signs on the exterior of the Building, provided that such nameplates and/or identification signs, comply with all applicable municipal codes and/or regulations. The right to install any such signage shall include the right to install, in or upon the walls of the Building such equipment, hooks, supports, materials or, scaffolds as may be necessary to affix the signs to the exterior of the Building. Sponsor and its designees and the agents, servants contractors and employees shall have the right of access to the exterior walls in order to install, maintain, operate and repair any advertising display on the exterior walls, and, if necessary or desirable, access to the roof of the Building and such other portions of the Building, exterior or interior, as may be necessary or desirable for the installation and/or maintenance of any signs. Neither the Sponsor nor the Owner of the Commercial Unit shall be obligated to pay any fee to the Condominium for the right to place signs on the exterior of the Building. Notwithstanding anything to the contrary above, if the Commercial Unit is not owned by the Sponsor or its designee then the owner of the Commercial Unit shall obtain the consent of the Sponsor.

Sponsor or the Commercial Unit Owner shall also have the right without consent of the Board of Managers, charge or limitation, to install, repair and maintain window protection devices. Such Unit Owner and any tenant or tenants of space in the Unit shall comply with all of the laws, orders, rules and regulations of the governmental authorities having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or its tenant(s) shall obtain and pay for all permits required for such signs and/or canopy or awning and for any necessary renewal fees.

The Commercial Unit Owner, including the Sponsor or its designee and permitted users, shall (i) have the right and an easement for ingress and egress through the Residential Common Elements for the sole purpose of accessing any portion of the Commercial Unit or any portion of the Building servicing the Commercial Unit; (ii) have the right and an easement, without charge and without the consent of the Board of Managers, to install, connect or connect to, repair and maintain,

and replace, if necessary, at its location or the Building air-conditioning equipment or other mechanical equipment, flues or chimneys, ducts or vents or other equipment which service the Commercial Unit; (iii) have the right to erect, use, maintain, repair, replace and operate antennae, satellite dishes and other communication equipment in any part of the common areas of the roof and/or façade of the Building and elsewhere in the Common Elements and to install or utilize risers, conduits, piping, cables, air-conditioning equipment or other mechanical equipment, flues or chimney, ducts, electrical panels rooms, telephone/cable panels in connection therewith. The prior approval of the Board of Managers shall not be required and no costs or fees shall be collected by the Board.

The Condominium shall have a right of access, upon reasonable notice, unless such access is needed in an emergency, in which case no notice is required, to any portion of the Commercial Unit on the ground floor or cellar level to service equipment, which is necessary for the operation of the residential portion of the Building.

CHANGES IN PRICES OR UNITS

The right has been reserved to increase or decrease the purchase price of any Unit. However, no such change in purchase price shall be made with respect to a Unit for which a Purchase Agreement is then in effect without the consent of the Purchaser thereunder.

The Plan will be amended to reflect (i) a general price change affecting a group, line, or other category of Units (as distinguished from an isolated price change), (ii) a price change to be advertised in a newspaper or other media, or (iii) a higher price for an individual Unit.

In the event of a price change for one or more Units, the Purchaser of a Unit may pay, or may have paid, more or less than other Purchasers of comparable Units having the same percentage of Common Interest. A change in price, in and of itself, will not affect the Common Charges or percentage of Common Interest for any Unit (including those Units whose price has changed), nor affect the purchase price stated in any Purchase Agreement then in effect.

The Sponsor also reserves the right to negotiate with Purchasers all aspects of the price of the Units, including but not limited to, (i) renovations or improvements to the Units or the fixtures or equipment contained therein, or credits or allowances therefor; (ii) reduced Deposit on account of the purchase price; (iii) amount of financing, the term of the loan and the lender for which application is to be made; (iv) payment of all or part of the Purchaser's closing costs, (v) custom work and extensions of time periods within which to perform obligations under the Purchase Agreement and (vi) any and all other costs related to acquiring the Unit. Furthermore, Sponsor reserves the right, without further amendment to the Plan to add and/or delete negotiable terms for all or some Purchasers or any Purchaser. Sponsor does not represent that it will offer any, all, or any combination of the above cited incentives or any particular purchase and reserves the right to make, accept or reject such offers in its sole discretion. No Purchaser will benefit from any terms and conditions negotiated with any other Purchaser, and a Purchaser's failure to so benefit will not give rise to any rights of rescission or any other relief under a Purchase Agreement. No party will have the right to approve changes in prices or other terms, of Unsold Units, whether before or after the First Unit Closing.

Changes Requested by Purchasers

Sponsor may agree, in its sole and absolute discretion, at the request of any Purchaser, to modify the interior of any Unit, including the fixtures contained therein, or to perform any other specialized work in any Unit prior to the closing, as Purchaser may request, provided only that any such work will comply with any laws, rules or regulations of any governmental agency having jurisdiction over the work. Such work shall be performed upon such terms and conditions as the Sponsor and the Purchaser may agree upon. Sponsor shall have the right to refuse to perform any additional work unless Purchaser shall deposit with Sponsor an additional sum in an amount to be agreed upon, to cover the cost of any such work.

Changes to Common Elements

Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Unit Owner any non-material portion of the Common Elements for the exclusive use of such Unit Owner, provided that such Common Element was not offered in the Plan as an amenity for the shared use of the Unit Owners. Any such sale, lease, license or transfer will be

disclosed in a duly filed amendment to the Plan and the Declaration and Floor Plans will be amended, if required. After the Condominium Documents have been recorded, Sponsor shall not make any material adverse change in the quality of the Common Elements unless all Unit Owners and all Purchasers, with respect to any Unit for which a Purchase Agreement is then in effect and Purchaser is not then in default thereof, consent to such change in writing.

INTERIM USE AND OCCUPANCY AGREEMENTS

Once a Purchase Agreement is signed for a vacant Residential Unit and for so long as such Purchase Agreement is in effect, Sponsor reserves the right, at Sponsor's sole discretion, prior to the date of closing title thereto to rent any Residential Unit for such use and occupancy amount and term and on such other conditions as may be agreed to between Sponsor and any Purchaser who has paid the Deposit required by the Purchase Agreement. Any such agreement (also known as an "Interim Use and Occupancy Agreement") will provide, among other things, that an uncured default by the Purchaser under the Purchase Agreement with respect to the Residential Unit which is the subject of the Interim Use and Occupancy Agreement will constitute a default under the Interim Use and Occupancy Agreement entitling Sponsor, at its sole option, to terminate such Interim Use and Occupancy Agreement in accordance with applicable Law with respect to the Residential Unit. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under the Interim Use and Occupancy Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option, to terminate such Purchase Agreement and to exercise any remedies therein provided but only after Sponsor has obtained an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser. In addition, in the event (i) the Purchase Agreement is rescinded; (ii) the Plan is abandoned; or (iii) Sponsor is entitled to possession as a result of a default under the Purchase Agreement, the Purchaser will be required to vacate the Residential Unit within thirty (30) days after rescission, abandonment or the receipt of notice from Sponsor of such default, as the case may be, subject to any protections then afforded to the occupant by the Interim Use and Occupancy Agreement. No portion of use and occupancy fees paid under an Interim Use and Occupancy Agreement shall be credited toward the Residential Unit's Purchase Price. Sponsor anticipates that the Interim Use and Occupancy Agreement will not be subject to the Rent Laws.

Purchasers or any other persons entering into an Interim Use and Occupancy Agreement for a Residential Unit shall be required to pay the legal fees of Sponsor's counsel, if any, in connection therewith, upon execution of the Interim Use and Occupancy Agreement. All other charges or other fees due under an Interim Use and Occupancy Agreement shall be adjusted as of the Closing to the Residential Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Interim Use and Occupancy Agreement.

Sponsor further reserves the right to rent or lease any Unsold Unit, which right is not subject to any right of first refusal in favor of the Condominium Board, or to withdraw Units from the market and, at any time, residents of the Condominium may be comprised of both Residential Unit Owners and tenants. A Purchaser may be acquiring a Residential Unit that has been previously occupied, but unless specifically agreed to, such Residential Unit will be delivered at Closing free and clear of all leases, tenancies and rights of occupancy.

PROCEDURE TO PURCHASE

The following is a summary of certain material provisions contained within each Purchase Agreement. Reference should be made to the form of Purchase Agreement set forth as Document 1 in Part II of the Plan for the full terms and conditions of the Purchase Agreement.

Procedure to Purchase

The Purchase Agreement contains the terms and conditions upon which a Unit will be sold and should be read carefully by each prospective Purchaser and his or her legal or financial representative before signing it. The form of the Purchase Agreement is set forth as Document 1 in Part II of the Plan.

A person desiring to purchase a Unit is required to sign at least one (1) copy of the Purchase Agreement and return it to Sponsor or Sponsor's Counsel together with his or her or its unendorsed, personal check for ten (10%) percent of the purchase price (the "Deposit") plus the full cost of any special work ordered by the Purchaser and itemized in the Purchase Agreement drawn to the order of "Bleckner P.C., Escrow Account for the 325 Henry Street Condominium". The Deposit will be deemed to have been unconditionally tendered when it is delivered to Sponsor's Counsel at least one (1) copy of the signed Purchase Agreement, and applicable exhibits thereto, without any request for change in the terms of the Purchase Agreement. The Escrow Agent shall deposit all Deposits and advances in the special escrow account within five (5) business days after the Deposit has been unconditionally delivered.

The Deposit may be increased for special work, upgrades or extras ordered by the Purchaser and itemized in the Purchase Agreement as agreed to between the parties. All funds received by the Sponsor from Purchasers for such special work, upgrades or extras in Units shall be held in escrow by the Escrow Agent until the Sponsor requests release of such funds to pay for such special work, upgrades, or extras by delivery to the Escrow Agent of a written request together with a certification by the Sponsor that such funds will be used for such special work, upgrades, or extras. In the event a Purchaser defaults or becomes entitled to a rescission after the release of such funds, Purchaser shall not receive a refund of any funds released for such labor and materials actually employed for such special work.

Sponsor will not accept any Purchase Agreements from prospective Purchasers unless such Purchasers have received a copy of the Plan at least three (3) business days prior to the submission of the Purchase Agreement. A Purchaser may obtain a copy of the Offering Plan upon payment of $100 deposit which amount will be fully refunded upon either (i) the prompt return of the Plan in good condition, or (ii) the execution of the Purchase Agreement by Purchaser that is subsequently accepted by Sponsor.

A prospective Purchaser who submits a signed Purchase Agreement with the requisite Deposit will have the right for seven (7) days from the date of such submission to rescind his Purchase Agreement and receive his full Deposit. Such rescission must be in writing, addressed to the Sponsor and be postmarked within the seven (7) day period or hand delivered by midnight of the seventh (7th) day subsequent to Purchaser's executing and delivering such Purchase Agreement. Those Purchasers who have had at least three (3) business days to review the Offering Plan and all filed amendments thereto prior to executing a Purchase Agreement shall

not be permitted the aforementioned time period to rescind for any reason.

The Purchase Agreement shall not be binding upon the Sponsor until a duplicate thereof, executed by the Sponsor, and is delivered to Purchaser or Purchaser's attorney. Within twenty (20) days after receipt of the Purchase Agreement from a Prospective Purchaser, Sponsor will either accept the Purchase Agreement or reject it. If no action is taken within the twenty (20) days the Purchase Agreement shall be deemed rejected. In all situations where the Purchase Agreement is rejected, the Deposit will be refunded to the Prospective Purchaser without interest. If Sponsor elects to accept the Purchase Agreement, one counterpart signed by Sponsor, will be returned to the Purchaser. The Sponsor shall have the right to reject the Purchase Agreement without cause or explanation to Purchaser, provided such rejection is not based upon race, creed, color, sex, disability, marital status, age, ancestry, national origin or other ground proscribed by law. If a Purchaser tenders a Deposit without an executed Purchase Agreement, the Sponsor shall have the right to reject the Deposit and return it to Purchaser. In the event a check delivered by a Purchaser fails of collection, then, except for provisions thereof (if any) that are expressly stated therein to survive termination thereof, the Purchase Agreement will be deemed void ab initio (as if the Purchase Agreement had never been executed) at the option of the Sponsor, who reserves the right to exercise this option in its discretion, by notifying Purchaser in writing within five (5) business days of receipt of notice from the Escrow Agent that the check failed of collection.

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

After the Plan is declared effective, Sponsor will give each Purchaser not less than thirty (30) days prior written notice of the date, time and place for the closing of title to the Unit and the date on which the Common Charges for the Unit will be due and payable. At the closing, the Purchaser will pay the balance of the purchase price for the Unit. For a detailed discussion concerning the closing of individual Units, see the sections below entitled "Closing of Title to Individual Units" and "Unit Closing Adjustments and Costs."

Other than the checks for the Deposit, all checks in payment of the purchase price or other amounts payable prior to the closing are to be made payable to the order of the "Henry Atlantic Partners LLC" and must be drawn on a member bank of the New York Clearing House Association.

Incorporation of Plan, Exhibits and Amendments

The Plan and any duly filed amendments thereto, and the Exhibits are incorporated by reference into each Purchase Agreement. The execution and submission of a Purchase Agreement constitutes Purchaser's acceptance of the Plan and the Exhibits and Purchaser's agreement to abide

and be bound by their terms, as well as the terms of all duly filed amendments to the Plan. No Purchaser shall have the right to approve or consent to any such amendments, and except, as provided under the Plan, no such amendment will excuse a Purchaser from performing his obligations under a Purchase Agreement or entitle such Purchaser to any credit or offset against the purchase price set forth therein. Sponsor, however, shall not have the right to unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in the case of an uncured default by the Purchaser or abandonment of the Plan), nor change the purchase price or payment terms contained in a fully executed Purchase Agreement, unless the Purchaser consents thereto in writing. Any inconsistency between the Plan and any Purchase Agreement shall be resolved in favor of the Plan.

Unless all affected Purchasers, with respect to any Unit for which a Purchase Agreement is then in effect and Purchaser is not then in default thereof, and all Unit Owners consent to such change in writing, Sponsor shall not make any material change to the size, layout or Percentage of Common Interest for such Unit.

Sponsor shall not make any material adverse change in the quality of the Common Elements unless all Unit Owners and all Purchasers, with respect to any Unit for which a Purchase Agreement is then in effect and Purchaser is not then in default thereof, consent to such change in writing, although Sponsor reserves the right to change a General Common Element into a Limited Common Element.

The Purchase Agreement

The Purchase Agreement is attached hereto as Document 1 in Part II of the Plan. The relevant escrow trust fund provisions are included in Section 5 of the Purchase Agreement, which must be executed by the Escrow Agent.

Funds Held in Escrow

The Sponsor will hold the monies received by it or its escrow agent under the Purchase Agreement in trust in a special escrow account as required by Section 71-a(3) of the Lien Law until actually employed in connection with the consummation of the purchase as described herein.

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

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

All deposits, down payments, or advances made by Purchasers shall be made payable to "Bleckner P.C., Escrow Account for the 325 Henry Street Condominium", and will be placed within five (5) business days after the Purchase Agreement is signed by all necessary parties in a

segregated special escrow account of Bleckner P.C., with an address at 350 Fifth Avenue, Suite 6440, New York, New York 10118, telephone number (212) 279-4490, shall serve as escrow agent ("Escrow Agent"), provided that the check is an unendorsed check drawn on a New York bank and the check clears or within five (5) business days after the W-9 Form has been delivered to the escrow agent, whichever is later. Prospective Purchasers are advised that if the deposit is in excess of $250,000, then the amount in excess of $250,000 will not be insured. Escrow Agent has designated the following attorneys to serve as signatory: Martin Shaw, Esq. and Ian Lester, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Agent has established the escrow account at Signature Bank located at 565 Fifth Avenue, 12th Floor, New York, New York 10017 ("Bank"), a bank authorized to do business in the State of New York, or such other bank as designated by Sponsor. The escrow account is entitled Bleckner P.C., Escrow Account for the 325 Henry Street Condominium ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of "Bleckner P.C., Escrow Account for the 325 Henry Street Condominium, as Escrow Agent".

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

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

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, 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 New York State Department of Law's regulations concerning Deposits and

requisite notice was timely mailed to the Purchaser.

Since all Purchase Agreements are contingent upon the Plan becoming effective, under no circumstances shall Sponsor apply for release of the escrowed funds of a defaulting Purchaser until after consummation of the Plan. Consummation of the Plan means filing the Declaration of Condominium and the first transfer of title to a Condominium Unit to at least one Purchaser under the plan following a declaration of effectiveness by the sponsor and acceptance of the amendment by the Department of Law confirming or declaring the plan effective.

If, instead of closing, the Sponsor cancels the Purchase Agreement because of the Purchaser's default, as set forth in the section entitled "Procedure to Purchase," then the Initial Deposit (but in no event more than ten (10%) percent of the Purchase Price plus interest, if any, plus the cost of optional extras and custom work ordered and any installation costs connected therewith if any, as incurred) shall be released to the Sponsor by the Escrow Agent as liquidated damages.

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 the 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 building is located and shall give written notice to both parties of such deposit.

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.

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 is acting as an accommodation to the Sponsor and shall not be liable for any action taken or omitted under this Plan or any Purchase Agreement, except for its gross negligence or willful misconduct. Escrow Agent shall incur no liability to the Sponsor with respect to any action taken or suffered by it in reliance upon any notice, direction, instruction, consent, statement or other paper or document reasonably believed by it to be genuine. Upon payment of funds in accordance with the terms of the escrow agreement and this Plan, the Escrow Agent will be discharged from liability by the Sponsor.

In the event a conflict should arise over the disposition of any monies deposited in escrow, the attorneys serving as Escrow Agent may represent the Sponsor in such a dispute.

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

Included in Part II of this Plan as Document 1 is the form of the Purchase Agreement which incorporates the escrow provisions in accordance with the requirements of the Attorney General's regulations.

Events of Default

A Purchaser shall be in default under the terms of the Purchase Agreement in the event that a Purchaser:

(i) defaults in paying the balance of the purchase price on the scheduled closing date;

(ii) defaults in performing some other obligation under the Purchase Agreement; or

(iii) becomes a tenant or occupant of the Building and fails to pay rent or to perform some other lease or tenancy obligation, or vacates or abandons the Unit.

In the event of any such default, Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared. Sponsor shall notify Purchaser that if Purchaser fails to cure any such default within thirty (30) days after Sponsor has sent to Purchaser a written notice specifying the nature of the default, then Sponsor shall have the right to either (i) retain, as and for liquidated damages, the Initial Deposit plus any additional expenses incurred by Sponsor on account of any special work in the Unit ordered by the Purchaser together with the interest thereon (hereinafter called the "Liquidated Sum"), or (ii) seek specific performance. If the Purchase Agreement is cancelled, then any payments received by Sponsor in excess of the Liquidated Sum, together with any interest earned on such excess payments, shall be refunded to the Purchaser within fifteen (15) days after cancellation. Time is "of the essence" for paying any amounts due under the Purchase Agreement and curing any defaults thereunder during the aforementioned thirty (30) day period.

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

Purchase Agreements May Not Be Assigned

The Purchaser may not assign a Purchase Agreement, without obtaining the express written consent of the Sponsor to such assignment.

Foreign Entity Purchaser

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic or sovereign immunity) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceedings arising out of or relating to the Purchase Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium documents. Any such Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Such Purchaser will be required at Closing to deposit with the Condominium an amount equal to six (6) months Common Charges in effect for the Residential Unit which will be in addition to the required contribution to the Working Capital Fund.

Non-Survival of Obligations

No provision of the Purchase Agreement shall survive the delivery of the Unit Deed, except those obligations expressly stated in the Purchase Agreement or the Plan to so survive, or to be performed subsequent to the closing. Acceptance by a Purchaser of the Unit Deed will constitute said Purchaser's acceptance and acknowledgement of the full performance by Sponsor of, and the discharge of Sponsor from, all obligations under the Purchase Agreement, except those obligations expressly stated to survive or to be performed subsequent to the delivery of the deed. Nothing contained herein will be in derogation of the rights of Purchasers under Article 23-A of the General Business Law.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, construction of the Building will be sufficiently completed to permit the first closing of a unit to occur on or about July 1, 2017. If the actual or anticipated date is delayed six (6) or more months after July 1, 2017, the Plan must be amended to include a revised budget disclosing the then current budget projections. If the then amended Plan reflects that (i) the budget has increased twenty-five (25%) percent or greater or (ii) the First Unit Closing does not occur within twelve (12) months of July 1, 2017, then, in either case, Sponsor shall offer all Purchasers a right of rescission and a reasonable period of time that is not less than fifteen (15) days after the date of presentation to exercise such rescission right, whether or not Sponsor offers to guarantee the previous budget projection. The First Unit Closing, for purposes of tolling the 6-month rescission period, must be for a Residential Unit.

At the Closing, each Purchaser will be required to sign and deliver a Unit Power of Attorney in favor of the Board of Managers of the Condominium and the Sponsor, the failure of which shall be a default under the Purchase Agreement entitling Sponsor to all of the remedies set forth in the Plan and the Purchase Agreement. The Unit Power of Attorney shall be substantially in the form set forth as Document 3 in Part II of the Plan.

To the extent that there is a conflict between the Plan and Purchase Agreement any such conflict between the Plan and the Purchase Agreement will be resolved according to the terms of the Plan.

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

Damage to Units

If the Purchaser actually occupies the Unit before the closing of title thereto, and, before such closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss (if and to the extent not covered by Sponsor's insurance) and the obligation to repair the damage if the cause thereof originated inside the Unit and resulted from the acts of such Purchaser or the occupant of the Unit or Purchaser's guests, invitees or workmen. Accordingly, in the event Purchaser elects to occupy the Unit before the closing of title thereto, Purchaser is advised to confer with an insurance agent or other professional regarding insuring the Unit. Within sixty (60) days after Sponsor has received notice of a casualty, Sponsor shall advise all Purchasers whether or not the damage resulting from such casualty shall be restored. No Purchaser shall have the right to occupy a Unit purchased by him prior to the closing of title unless Sponsor agrees to permit same under an Interim Use and Occupancy Agreement or other written agreement. See section entitled "Rights and Obligations of the Sponsor; Leasing of Unsold Units."

Except as set forth in the preceding paragraph, all other risk or damage prior to closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair any damage. If Sponsor, or in the event the Declaration is filed, the Unit Owners, do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the Purchaser will be refunded all purchase monies paid to the Sponsor with any interest earned thereon, unless Purchaser is then in default (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed the Liquidated Sum) will be retained by Sponsor as and for liquidated damages. If Sponsor elects to repair or replace the loss or damage, the Purchase

Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and Purchaser shall not be required to pay the balance of the purchase price unless and until (i) the Unit has been substantially repaired, as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored, and (iii) the condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligation of the Tenant to cure, or that are caused by the act or omission of the Tenant. Sponsor will endeavor in good faith, and with reasonable diligence, to remove, subsequent to closing, all violations of record it is obligated to correct.

Appliances and Equipment

At closing, each Residential Unit will contain only those appliances, countertops, cabinets, sinks, vanities, hardware and other fixtures and equipment installed therein as set forth in the Plan and the Purchase Agreement pertaining thereto. The Sponsor has the right to substitute other appliances, equipment, cabinets, fixtures, windows and flooring in place of those listed in the Plan and in the Purchase Agreement, provided only that the substitutes are of substantially equivalent quality and design.

Each Residential Unit is to be sold unfurnished, without window blinds or shades. Furniture, wall coverings, furnishings, decorations and the like, in or about any model, are not included in the sale. There will be no modifications or extras unless agreed to in writing by the parties.

Purchase Agreements Are Not Contingent On Financing

A Purchaser's obligations under the Purchase Agreement are not contingent upon the Purchaser's ability to obtain financing for the purchase of a Unit. Neither Sponsor nor the Selling Agent makes any representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing the Purchase Agreement. Any Purchaser who executes a Purchase Agreement and does not obtain financing may lose the Deposit if unable to pay the balance of the purchase price. Purchasers who need financing to purchase are advised to consult with a bank before executing a Purchase Agreement to ascertain the likelihood of obtaining financing. No representation is made by the Sponsor as to the availability or cost of such financing. Lenders may require that a certain percentage of Units (50% or more) must be sold prior to Lender considers making a loan. Prospective Purchasers should be aware that even if a loan commitment is obtained, the terms may be fixed, and it could expire prior to the closing Date and therefore Purchaser would have to close without financing or risk losing the Deposit. Purchaser's failure to obtain financing shall not relieve Purchaser of Purchaser's obligations. However, prospective Purchasers should be aware that even if loan commitment is obtained, its terms may fix a closing date, which could expire before the actual Closing Date set by Sponsor and a Purchaser would have to close without such financing or risk losing his or her Deposit.

If a Purchaser fails for any reason to close title to the Unit on the original scheduled Closing Date, and Sponsor elects not to cancel the Purchaser's Agreement as a result of the same, the closing adjournments to be made at the Closing as of midnight of the day preceding the originally closing date, then Purchaser will be required to pay, in additional to other closing

adjustments, an amount equal to 0.03% of the purchase price of the Unit for each day that the closing is adjourned. The Agreement also provides that Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Agreement or enforcing Purchaser's obligations thereunder.

If Purchaser does obtains a mortgage loan for the purchase of the Residential Unit (the "Purchase Money Mortgage"), Purchaser will pay to Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Mortgage Act, which sum will be paid as reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgages(s).

Prior to the closing of title to a Residential Unit, the Purchase Agreement prohibits the Purchaser from advertising or otherwise, offering, promoting, or publicizing the availability of the Unit for sale or lease without Sponsor's prior written consent, at Sponsor's sole option. Furthermore, Unit Owners may not sell a Unit at a price below that offered by Sponsor in the Offering Plan or amendments thereto for one year from the First Unit Closing.

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement, beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. **THE AGREEMENT ALSO PROVIDES, IN CLEAR AND EXPLICIT TERMS, THAT EXCEPT AS PROHIBITED BY LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THE PLAN, THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY.**

ASSIGNMENT OF PURCHASE AGREEMENT

No assignment of Purchase Agreements by Purchasers will be permitted without the prior written consent of the Sponsor, which may be given or withheld at the Sponsor's sole discretion. Any purported assignment by Purchaser in violation of the Purchase Agreement will be voidable at the option of the Sponsor. Sponsor's refusal to consent to an assignment will not entitle a Purchaser to cancel the Purchase Agreement or give rise to a claim against the Sponsor for damages. If the Sponsor, in its sole and absolute discretion, consents to a Purchaser's request to assign the Purchase Agreement, the assignee of the Purchase Agreement shall be required to close title to the Unit on the date originally scheduled as the Closing Date. If assignee fails, for any reason, to close title to the Unit on the originally scheduled Closing Date, and if Sponsor does not elect to cancel the Purchase Agreement, then the apportionments shall be made as of the original Closing Date and Purchaser will be required to pay to Sponsor an amount equal to .03% of the purchase price of the Unit for each day that the closing is delayed. If the Sponsor consents to an assignment or for any addition, deletion or substitution of names on the Purchase Agreement, then Purchaser shall be required to pay to Sponsor's counsel a fee of $1,000 for preparation of an assignment and any necessary revisions in the closing documents. See section entitled "Unit Closing Adjustments and Costs" for additional details relating to the closing costs to be incurred by Prospective Purchasers.

EFFECTIVE DATE OF THIS OFFERING PLAN

The offering under the Plan and all Purchase Agreements entered into thereunder are contingent upon the Plan being declared effective on the terms and conditions set forth below. Sponsor may, in its sole discretion, abandon the Plan for any reason before it is declared effective.

Pursuant to the terms of the General Business Law, the Plan may be declared effective when Purchase Agreements have been executed, and are in effect for fifteen (15%) or two (2) of the Residential Units being offered pursuant to this Plan by Bona Fide Purchasers, including Investors.

If the Plan has not been declared effective when Purchase Agreements have been executed and are in effect for fifteen (15%) percent or two (2) of the Residential Units being offered for sale, then it will be declared effective when Purchase Agreements have been executed and are in effect for eighty (80%) percent or more of the Residential Units being offered for sale (i.e. seven (7)) or more Residential Units). For the purposes of this Plan, a Purchase Agreement shall be valid and binding if executed by both the Purchaser and the Sponsor.

For the purposes of effectiveness, Purchase Agreements will not be included in the count toward effectiveness if: (i) such Purchase Agreement was signed by a Purchaser who has been granted a right of rescission that has not yet expired or been waived; or (ii) the Purchaser was not afforded the protection required by 13 NYCRR §20.3(o)(15) which affords purchasers no fewer than seven (7) days after delivery of an executed purchase agreement the right to rescind and/or three (3) business days to review the Plan and all filed amendments before executing a purchase agreement; or (iii) signed by any Purchaser who is the Sponsor, the Selling Agent, the Managing Agent or a principal of any of them, or is related to the Sponsor, the Selling Agent or the Managing Agent or to a principal of any of them by blood, marriage or adoption, or as a business associate, employee, shareholder or limited partner of any of them. Notwithstanding the foregoing, such a Purchaser, other than the Sponsor or a principal of the Sponsor, may be included in the computation if the Sponsor has submitted proof, satisfactory to the Department of Law, establishing that the

Purchaser is a Bona Fide Purchaser.

Sponsor may declare the Plan effective by personal service of notice on every purchaser with commencement of such service by mail stating that the Plan is declared effective and submitting an amendment to the Department of Law within five (5) days confirming that the Plan was declared effective on a specified date. 13 NYCRR §20.3(q)(1). The First Unit Closing shall not take place until said amendment is accepted for filing.

If requested, Sponsor will submit to the Department of Law copies of all Purchase Agreements and any amendments or modifications thereto, within five (5) business days after the request is made.

Once the Plan has been declared effective, it may not be abandoned except in the event of: (a) the existence of a defect in title (including, without limitation, work orders of the insurance carrier), affecting one or more Units and/or the Common Elements, that cannot be removed, cured, or damage to or destruction of all or part of the building which cannot be cured for less than one-half (1/2) of one (1%) percent of the total offering price. The dollar amount so relied upon by the Sponsor must exclude all 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, (b) the taking of all or part of the Property in condemnation proceedings or by eminent domain.

There will be no obligation on the part of the Sponsor to incur expenses (except to the extent of one-half (1/2) of one (1%) percent of the total offering price in the case of work orders or title defects) or engage in litigation to cure title defects. Sponsor may only place a financial limitation on its obligation to incur expenses or to engage in litigation if such election not to incur those expenses is to be used by Sponsor as a basis for abandoning the Plan after effectiveness. Sponsor will not be obligated to remedy violations performed by or caused by the acts or omissions of any person who becomes a Tenant or occupant of the Building in accordance a unit owner's lease or an Interim Use and Occupancy Agreement, as applicable.

Subsequent to the First Residential Unit Closing, the Plan may not be withdrawn or abandoned unless at least eighty (80%) percent of the Unit Owners, both in number and in Common Interest, vote to terminate the Condominium. Sponsor will not vote the aggregate percentage of Common Interest appurtenant to its Units for such termination unless at least eighty (80%) percent of other Unit Owners, both in number and in Common Interest, elect to terminate, in which event Sponsor may choose to vote its Common Interests, either in favor of or against termination of condominium Ownership, as it sees fit. (See the section below entitled "Summary of Declaration and By-Laws; Termination of the Condominium" for further discussion.)

This Plan may be abandoned by the Sponsor at any time prior to either being declared effective or obtaining valid and binding Purchase Agreements for eighty (80%) percent or six (6) of the Residential Units. If the Plan is withdrawn or abandoned, all Purchasers in good standing will be sent written notices thereof and within ten (10) days thereafter, all Deposit paid to Sponsor pursuant to Purchase Agreements then in effect, together with any interest earned thereon, will be returned to Purchasers in good standing. However, with respect to any Purchaser who is then in default under his Purchase Agreement beyond any applicable grace period, or whose Purchase Agreement had been cancelled previously due to such Purchaser's default, Sponsor will retain as liquidated damages the Liquidated Sum referred to in the preceding section entitled "Procedure to Purchase;

Events of Default." Upon the return of the Deposit or retention of the Liquidated Sum, as the case may be, the Purchase Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under the Plan or the Purchase Agreements. In the event the Plan is abandoned, Sponsor must promptly submit both (i) an amendment to the Department of Law reflecting such abandonment and (ii) file a notice of abandonment on Form RS-3 or such other form as the Department of Law may then require, explaining the reason for the abandonment and the disposition of the funds received in accordance with 13 NYCRR §20.3(q)(6).

TERMS OF SALE

The Units, when sold by the Sponsor, will be sold in fee simple absolute to Purchasers, who may be individuals, a duly formed partnership, a limited liability company, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government, any department or agency thereof, or any other entity which is permitted to own property in the State of New York. The sale of the Units will be made at the respective offering prices set forth in the column of Schedule A titled "Offering Price" (as such prices may be changed by the Sponsor, as set forth in the Section of the Plan titled "Changes in Prices and Units" located in Part I of the Plan) and, with respect to the Units, will include the respective undivided interest in the Common Elements. Good and marketable title to the Units, and their appurtenant interests in the Common Elements, will be conveyed by the Sponsor by Bargain and Sale Deed with Covenants Against Grantor's Acts and containing the provisions set forth in subdivision 5, Section 13 of the Lien Law, free and clear of all liens and encumbrances, other than as set forth in Document 1 of Part II of the Plan entitled "Purchase Agreement".

Closing of Title to Individual Units

The word "closing" refers to the date, time and place where title to a Unit is transferred to a Purchaser. This transfer is accomplished by Sponsor's delivery of a Unit Deed to the Purchaser covering the Unit. The transfer of title includes title to the Unit as well as the Unit's undivided percentage interest in the Common Elements.

Title to each unit and its appurtenant interest in the Common Elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those as detailed in Exhibit 4 to the Purchase Agreement which lists the permitted encumbrances to which the Unit will be transferred. (See Purchase Agreement, Document 1, Part II)

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 is included in the conveyance unless specifically excepted in the Offering Plan.

The Sponsor is only obligated to repair damage from a casualty or other cause that may occur before the closing of a Purchaser's Unit if the cost to repair the damage is twenty (20%) percent or less of the Purchase Price.

After the Plan has been declared effective, Sponsor will, from time to time, fix one or more dates for the closing of title to Units. The closings will be held at the offices of Bleckner P.C. or such other place in the City of New York as Sponsor may designate.

Each Purchaser will receive not less than thirty (30) days' prior written notice of the place, date and time for which his closing has been scheduled. Sponsor shall have the right to postpone any such closing and, on ten (10) days' prior written notice, to reschedule the closing. In the event that a Purchaser fails to close title on the closing date set by the Sponsor, all closing adjustments shall be calculated based upon the closing date originally set by the Sponsor. Purchasers shall pay to Sponsor at closing an adjustment equal to .03% times the unpaid purchase price for each day that the closing is adjourned, in addition to any other sums due and payable.

Notwithstanding the foregoing, the closing of a Unit shall take place only in the event the

following closing prerequisites have occurred, at or prior to, the closing (the "Closing Prerequisites"):

(i) issuance of a temporary or permanent certificate of occupancy for the Building or covering the Residential Unit being purchased;

(ii) the Condominium Documents (including the Declaration) as well as any other documents required by law have been filed in accordance with the Condominium Act and/or other applicable law;

(iii) except as set forth in the Plan the release of the Unit and its percentage of Common Interest from the liens of all prior mortgage; it being agreed that in the event that the Sponsor is unable to deliver marketable title to a Unit, the Purchaser's sole remedy shall be to accept such title as Sponsor is able to deliver without any reduction in the Purchase Price for his Unit or to rescind his Purchase Agreement and receive back his Initial Deposit with interest, if any;

(iv) Purchaser being given the opportunity to inspect the Unit and the Property at least two (2) days prior to the Closing. Any work noted on the inspection report which Sponsor is obligated to perform will be accomplished within a reasonable period of time, but in no event later than one hundred eighty (180) days after closing;

(v) the Plan has been amended to declare it effective and to confirm that any Units to be closed have been constructed in accordance with all governmental regulations and the description contained in the Architect's Report and in compliance with the Closing Prerequisites;

(vi) the assignment by Sponsor of any manufacturer's warranties with respect to the equipment and appliances in the Unit to the Unit Owner and, with respect to the equipment and appliances in the Common Elements, to the Board of Managers; and

(vii) delivery to Purchaser of a bargain and sale deed with covenants against grantor's acts substantially in the form set forth as Document 2 in Part II of the Plan, and otherwise in proper form for recording and containing the provisions set forth in subdivision 5 of Section 13 of the Lien Law.

At the closing, the Purchaser will deliver to Sponsor the balance of the purchase price of the Unit as well as the Unit Owners' Power of Attorney (in the form set forth as Document 3 in Part II of the Plan). In addition, the Purchaser will also be required to pay certain closing adjustments and costs as more fully explained in the following section entitled "Unit Closing Adjustments and Costs."

At the closing, Sponsor will deliver to the Purchaser a certificate of insurance covering the Unit, insuring same against fire or other casualty. Such insurance does not cover the contents of the Unit or insure against liability for personal injuries occurring within the Unit (for more details concerning insurance, see section entitled "Rights and Obligations of the Board of Managers"; "Insurance" and "Summary of Declaration and By-Laws").

At or prior to the first conveyance of a Unit, each holder of a mortgage on the Property will either (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to the Unsold Units, (b) subordinate the lien of its mortgage to the Condominium Declaration, or (c) release its lien on the Condominium Unit being conveyed and its interest in common elements.

UNIT CLOSING ADJUSTMENTS AND COSTS

Closing Adjustments

At the closing of title to each Unit, the following items will be apportioned between Sponsor and the Purchaser as of midnight of the day preceding the closing date scheduled by the Sponsor in the notice of closing sent by Sponsor or Sponsor's counsel:

(i) Real estate taxes and water and sewer charges, if any attributable to the Unit, on the basis of a three hundred and sixty (360) day tax year. If the individual tax lots have not yet been broken out, the adjustment will be based on the Unit Owner's percentage interest in the Common Elements multiplied by the taxes for the entire Property;

(ii) Common Charges based on twelve (12), equal thirty (30) day months;

(iii) If the Purchaser has an Interim Use and Occupancy Agreement, use and occupancy fees and other charges under the Interim Use and Occupancy Agreement for the month in which title closes based on a thirty (30) day month; and

(iv) Unpaid balance of the Purchase Price multiplied by .03% per day for the number of days elapsed between the date first noticed by Sponsor for closing and the date of the closing of title.

In the event the net closing adjustments are in favor of Sponsor, Purchaser shall pay same at closing by personal check. Similarly, in the event the net closing adjustments are in favor of Purchaser, Sponsor shall deliver to Purchaser, at the closing, a separate check for the credited amount. Accordingly, the closing adjustments shall not affect the amount of the certified check(s) that the Purchaser is required to deliver to Sponsor at closing in payment of the balance of the purchase price. In the event there are any errors or omissions in computing the adjustments at closing, same shall be corrected promptly after discovery and payment made to the proper party. This obligation to correct any mistakes in the closing adjustments shall survive delivery of the Unit Deed.

Closing Costs

At closing, each Purchaser will pay certain closing costs, which include the following:

(i) If the Purchaser retains an attorney, the legal fees of such attorney;

(ii) If the Purchaser elects to obtain fee title insurance, he or she will pay the premium therefor to the title company. The premium will vary depending upon the amount of insurance requested. The premium for fee title insurance (in accordance with the current schedule of rates set by the New York Board of Underwriters and filed with the New York State Insurance Department) is currently $350.00 for the first $35,000 of fee insurance, plus the following amounts for each additional $1,000 of insurance:

Fee Amount	Premiums
$35,000	$350
$35,001-$50,000	$5.81/$1,000
$50,001-$100,000	$4.74/$1,000
$100,001-$500,000	$3.80/$1,000
$500,001-$1,000,000	$3.47/$1,000
$1,000,001-$5,000,000	$3.19/$1,000

Each Purchaser is free to obtain title insurance from any title insurance company without incurring a penalty from Sponsor. Sponsor makes no warranty as to the cost, terms or availability of such other title insurance or that the above rates will be in effect at the time of any Unit closing;

(iii) If a Purchaser elects to obtain both fee title insurance and mortgage title insurance from the title company, the premium for the mortgage title insurance will be at a simultaneous rate. If the simultaneous rate is obtained, the premium on the amount of the loan policy that does not exceed the amount of the fee policy shall be calculated at a rate equal to thirty (30%) percent of the regular scheduled rates for loan policies. Using such discounted rates the following would apply:

Loan Amount	Fee
$35,000	$90
$35,001-$50,000	$1.45/$1,000
$50,001-$100,000	$1.26/$1,000
$100,001-$500,000	$ 0.95/$1,000
$500,001-$1,000,000	$ 0.87/$1,000
$1,000,000-$5,000,000	$ 0.80/$1,000

(iv) Each Purchaser will pay the recording fee for the Unit Deed and the Unit Owner's Power of Attorney, which fee is currently seventeen ($17) dollars for each instrument plus five ($5) dollars per page, together with a service charge to his or her title company for recording each instrument;

(v) The New York City Real Property Transfer Tax for each Residential Unit, which is currently one (1%) percent of the total consideration where the purchase price is $500,000 or less, but when paid by the purchaser is approximately 1.01% since the shifting of the obligation from the seller to the purchaser is considered to be additional consideration, or at the rate of 1.425% of the purchase price where the price is more than $500,000, but when paid by the purchaser is approximately 1.445%, plus a Fifty ($50) dollar filing fee to the City of New York (the Tax for the Commercial Unit is 2.625% and when paid by a purchaser is approximately 2.75%);

(vi) The New York State deed document stamps, currently .4% of the total consideration, but when paid by the purchaser is increased to approximately .4016%;

(vii) The amount of $3,000 to Bleckner P.C., Sponsor's closing counsel, representing a fee for services in connection with preparing the Unit Deed, the Unit Owner's Power of Attorney and for coordinating and attending the closing. Such fees shall be payable at, or prior to, the closing by certified or bank check made payable directly to the order of Bleckner P.C. In the event the closing takes place outside of the offices of Bleckner P.C., an additional travel fee in the amount of $500 shall be paid. In the event a Purchaser fails to close on the Closing Date, there will

be an additional fee of $500 payable to Bleckner P.C. in addition to all other fees and costs. All of the foregoing fees are cumulative;

(viii) The amount of $5,000 to be contributed towards working capital; and

(ix) If the Purchaser obtains a mortgage loan for a Residential Unit, such Purchaser will pay:

(a) a mortgage recording tax in the amount provided by law (at the date of this Plan the tax is 2.05% of the face amount of the mortgage for loans up to $500,000 and 2.13% for loans in excess of $500,000, less twenty five ($25) dollars (the tax for the Commercial Unit is 2.8%);

(b) a sum to reimburse Sponsor in an amount equal to the partial mortgage tax credit to which Purchaser is entitled under Section 339-ee(2) of the Condominium Act (such sum is based, in general, on the Unit's percentage of Common Interest multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property);

(c) if mortgage title insurance is required by the lender, an additional premium for insurance, insuring the mortgagee's interest in an amount equal to the principal amount of the loan;

(d) if required by the lender, a mortgage application fee;

(e) if required by the lender, an origination fee, which is usually a percentage of the amount being borrowed;

(f) if required by the lender, an appraisal of the Unit;

(g) a fee to the lender's attorney for appearing at the closing;

(h) if required by the lender, deposits for Common Charges, real estate taxes, any assessments and separately assessed water charges and sewer rents in an initial amount and in such monthly sum after closing as is deemed sufficient by the lender; and

(i) all other closing costs and expenses required to be paid on behalf of such lender It is recommended that the Prospective Purchaser consult with his or her lender with respect to the nature and amounts of all closing costs and/or other expenses to be paid in connection with any loan, and Sponsor makes no warranty with respect thereto.

By way of example, with respect to a typical Unit having a Purchase Price of $2,500,000, a mortgage of $1,875,000 and projected monthly Common Charges of $875, a Purchaser may estimate his closing costs as follows (all amounts are approximate):

a. Premium for fee and mortgage title insurance, assuming the discount for obtaining both policies simultaneously:	$ 8,349.00
b. Miscellaneous fees charged by the title company for departmental searches, lien searches, bankruptcy searches and service charges:	$ 750.00
c. Recording fees for the Unit Deed and the Power of Attorney:	$ 175.00
d. New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax:	$ 46,458.00
e. "Mansion" tax:	$ 25,464.59
f. Mortgage recording tax:	$ 36,063.75
g. Fee for recording mortgage:	$ 200.00
h. Fees and expenses to Sponsor's attorney:	$ 3,000.00
i. Contribution to Working Capital Fund:	$ 5,000.00
Total of Estimate Closing Costs:	$125,460.34

RIGHTS AND OBLIGATIONS OF THE SPONSOR

Construction Obligations

Sponsor has undertaken the following obligations in connection with the construction of the Building:

(a) Sponsor will cause to be performed such work and will cause to be supplied all materials necessary to complete the Building substantially in accordance with the description set forth in the Architect's Report. The issuance of a permanent Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building, and all the Units have been substantially completed in accordance with the Architect's Report. However, nothing herein shall excuse Sponsor from its obligation to correct any defects in construction to the extent required in paragraph 3 below or in any Purchaser's Inspection Statement, nor relieve Sponsor from any of its other obligations under the Plan or in law.

SPONSOR SHALL IN NO EVENT BE OBLIGATED TO PERFORM ANY WORK TO THE PROPERTY, THE BUILDING, THE UNITS OR THE COMMON ELEMENTS OTHER THAN AS REQUIRED BY THE TERMS OF THE PLAN AND THE 'DESCRIPTION OF PROPERTY AND IMPROVEMENTS' SET FORTH IN PART II OF THE PLAN.

(b) Sponsor reserves the right to amend the Plan from time to time (including, without limitation, to make changes in layouts and designs or changes affecting the materials, appliances, equipment, fixtures and other construction details) and to substitute materials, appliances, equipment and fixtures in place of those described in the Architects Report, provided such substitutions are of substantially similar quality and design and, provided further, that the approvals (if required) of any governmental authorities having jurisdiction are first obtained. Sponsor may not change the size, location of Units or other improvements or the Common Elements if such changes affect the percentage of common interest 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.

(c) Sponsor will not be obligated to correct, and will not be liable to any Purchaser or the Board of Managers as a result of: (i) any minor, insubstantial variations from the description of the Building set forth in the Architect's Report, which are neither in violation of applicable building codes nor require the approval of any governmental authority having jurisdiction, or which are necessitated by site conditions or job requirements, provided such variations are of substantially equal quality and design as those set forth in said Architect's report, or (ii) minor, insubstantial variations in the dimensions or arrangement of rooms, walls or other areas within the Units. The foregoing shall not change Sponsor's obligation to complete construction of the Building, including the Units.

(d) Based upon the current construction schedule, Sponsor presently contemplates that the construction of the Building will be sufficiently completed to permit closing of title to the Units to begin in or about July, 2017. Prospective Purchasers should note, however, that the Units may be completed at differing times over a significant period of time beyond the anticipated Closing Date. Purchasers will not be excused from paying the full purchase price for their Unit, and will have no claim against the Sponsor for damages or losses if the closing is delayed. If the commencement date of the first year of condominium operation is delayed by six (6) months or more, Sponsor will

amend the Plan to include a revised budget with current projections. If the Unit Owner Common Charges in the amended budget exceed those in the original projected budget by more than twenty-five (25%) percent, then Sponsor will offer all Purchasers a right of rescission for a period of fifteen (15) days after the presentation of the amendment containing such revised budget. Any Purchasers exercising their right of rescission will have their deposit refunded, with any interest accrued thereon.

(e) Prospective Purchasers are advised that construction is a complicated process requiring the coordination of numerous tasks and the balancing of complex mechanical and architectural systems. No guaranty can be given that the construction will be completed by the projected construction date set forth in the Plan. During the first year of Condominium operations, construction workers and related personnel will be at the Property from time to time making adjustments, completing punch-list items and performing various tasks necessary to complete the construction. In addition, various systems, including, but not limited to, plumbing, heating and electrical systems and the air conditioning equipment may need to be shut down from time to time to make any necessary adjustments or repairs. Moreover, adjustments to the windows and elevators and other systems may require more than eighteen (18) months after the first closing to complete. The decoration of the corridors, including, but not limited to, the hanging of lighting fixtures and the installation of wall covering may not be completed until all or substantially all of the Units have been sold and the occupants of the Units have moved into their Units.

Certificate of Occupancy

The Sponsor will procure a final certificate of occupancy ("FCO") for the Building and all the Residential Units. In the event only a temporary certificate of Occupancy ("TCO") for the Residential Units in the Building has been issued at the time of First Closing, Sponsor will use its best efforts to cause the Building Department to continuously renew TCO until the FCO for the Residential Units has been issued. Sponsor anticipates, in all events, that the FCO for the Building will be issued by not later than the second anniversary of the First Closing.

In addition, in the event a FCO has not been issued at, or prior to, the First Closing, Sponsor will place in a special escrow account pursuant to Section 352-e(2)(b) of the General Business Law with its counsel, Bleckner P.C., all Deposits and funds received from Purchasers under this Plan, which sums may be released from escrow upon issuance of an FCO. Notwithstanding the foregoing, any sums in excess of the amount certified by Sponsor's Architect, as reasonably necessary to complete the work needed to obtain a Permanent Certificate of Occupancy, may be released from the special deposit escrow account. Alternatively, by prior amendment to the Plan, Sponsor may deposit with Bleckner P.C., an unconditional, irrevocable letter of credit or post a surety bond or deposit cash in the amount so certified. Any interest earned on any such funds shall be paid to Sponsor as and when earned. The Sponsor may not use construction loan funds to meet this requirement, unless the requirements set forth in the October 13, 2015 Department of Law memo on Certificates of Occupancy and Part 20 Plans is adhered too. A copy of the memo is available at:

http://www.ag.ny.gov/sites/default/files/pdfs/bureaus/real_estate_finance/Effective-memos/Certificates_of_Occupancy_and_Part_20_Offering_Plans.pdf

Because Sponsor and the By-Laws of the Condominium may permit the Commercial Unit Owner to undertake renovations to the Commercial Unit prior to the procurement of an FCO, such renovations may cause additional delays in the in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals, or the Commercial Unit Owner are obligated to procure the FCO for the Commercial Unit.

No Warranties or Guaranties by Sponsor

All Units, Common Elements and Limited Common Elements offered pursuant to this Plan are sold as described in the Plan. Neither the Sponsor, the Selling Agent or any offeror hereunder makes any warranty or guaranty, express or implied, with respect to the materials, Building systems, fixtures, windows, appliances, workmanship or any other aspect of the Units, Common Elements, Limited Common Elements or any portion thereof, except as set forth in the Plan. Prospective Purchasers are advised that Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering.

Sponsor will correct, repair, or replace any and all defects relating to construction of the Building, or in the installation or operation of any appliances, fixtures or equipment therein, or will cause the same to be corrected, repaired, or replaced, but only if:

(1) such defects are due to substantially improper workmanship or construction practices or the use of materials that are substantially and materially at variance with the description of the work set forth in the Architect's Report; and

(2) Sponsor is notified of the same in accordance with the following, which notice shall be by certified mail, return receipt requested:

(i) with respect to any latent defect (that is, a defect that is not visually ascertainable) in the construction of an Unsold Unit, within one (1) after the Closing Date of such Unsold Unit;

(ii) with respect to any patent defect in the construction of an Unsold Unit within one hundred eighty (180) days after the Closing Date of such Unsold Unit, provided such patent defect is not caused by the use of the Unit Owner; and

(iii) with respect to the Building Common Elements, one (1) year from the later of (i) the issuance of a TCO; or (ii) completion of that portion of the Common Elements which is claimed to be defective.

The method of correcting any defect will be selected by Sponsor, in its sole discretion. The quality of construction as to any such correction will be comparable to local standards customary in the particular trade or trades involved and will be in accordance with the Plan.

Sponsor will be conclusively considered to have discharged any obligation that it may have with respect to any defects, whether patent or latent, if:

(i) Sponsor is not notified of the existence of such defect, in the manner and within the appropriate time period specified above, time being of the essence.

(ii) The Condominium Board and/or the Managing Agent and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors; or

(iii) Sponsor has corrected, or caused the correction of, the defect in accordance with the practice of the industry, as determined by Sponsor's general contractor, architect, or engineer, in their sole judgment.

Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or any Unit Owner as a result of any defects in construction, or in the installation or operation of any mechanical equipment, window, appliances, other equipment, finishes, materials or fixtures (including appliances and bathroom fixtures):

(i) with respect to which assignable warranties or other undertakings (however denoted) from manufacturers, contractors, materialmen, or others, which are assigned to the Condominium Board and/or any Unit Owner;

(ii) resulting from normal wear and tear, natural deterioration, normal settling, deflection, or shifting of the Building;

(iii) that are caused by the failure of the Condominium to maintain the Building, its fixtures, equipment or systems, or to properly enforce any warranties or guaranties; or

(iv) that are not of a material nature, including, without limitation, the following:

(a) death of trees or landscape improvements, cracks in roof ballast, or concrete cracks that do not impair the structural soundness of the Building, including cracks or discoloration in concrete used walls and paving, leaching or color variation in colored mortar, tiles, and brick, dimensional variations in brick joints, mortar droppings on bricks, ponding, and/or controlled drainage on roof and terrace surfaces, terrace tiles not laid flat, stained tiles, and cracks in pressure treated wood used, or intended for use, outside the Building;

(b) protruding dry wall fastenings, nail pops, ridging on gypsum board, slight variations in gypsum board taping visible only under certain lighting conditions, walls not square, lumber shrinkage, painting defects, electrical plates not straight, slight separation between base and floor, minor variations in floor and ceiling levels, carpet or floor discoloring or stretching, minor variations in width, length, thickness, finish, or color range of wood floors, ceiling imperfections, and stains, runs, lumps, shags, or imperfections in weave in fabric panels;

(c) door or window sticking due to the size of the windows, weather, door warpage (including warpage of the main entrance door to an Unsold Unit within reasonable tolerances of doors of similar size, weight and quality), adjustment of bi-fold doors, air and water infiltration from windows in excess of industry standards;

(d) variations in tone or color of natural stone or variations in tone or color of vanity tops or other natural stone surfaces, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel, or porcelain surfaces, discoloration to hardware and plumbing finishes, cracked bath tile grouting, variation in grouting thickness, and misalignment of bathroom finishes;

(e) variations in wood floor stains and finishes caused by normal foot traffic during construction and sales periods;

(f) normal plumbing, heating, air-conditioning, ventilating, and floor noises and creaking;

(g) repair of chips, scratches, mars, breaks, dents, cracks, and other defects in any windows and window sashes, sliding glass doors, shower doors, louvers, insulation attached to the curtain wall, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, water closets, kitchen cabinets, backsplashes, and countertops, vanity tops and cabinets, tile or natural stone floors and walls, saddles, appliances, woodwork, millwork, doors, mirrors, and hardware;

(h) normal wear, including chips, to passenger elevator cabs, cab doors, elevator door frames, cab panels, apartment doors and apartment door frames;

(i) pertaining to television, radio, internet or other telecommunications reception; and

(j) Regardless of any limitations or warranty in this Section or in the Plan, Sponsor is to construct the Building in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the Sponsor's obligation to construct the Building in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

Notwithstanding the foregoing, Sponsor will be obligated to repair scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filing or refinishing the same not caused by the use of the Unsold Units by Unit Owners, but Sponsor will not be obligated to replace any such surfaces. Additionally, during the course of construction concrete cracks and/or chips or a material nature on the exterior façade of the Building may be repaired by Sponsor by field patching.

THE ITEMS AND CONDITIONS DESCRIBED ABOVE ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING. PURCHASERS WHO PURCHASE A UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED

BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNITS OR THE COMMON ELEMENTS. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY SUCH ITEMS AND CONDITIONS AND SHALL NOT BE LIABLE TO ANY PURCHASER OR CONDOMINIUM BOARD THEREFOR IF PURCHASER OR CONDOMINIUM BOARD DESIRES TO CORRECT OR REPAIR ANY SUCH ITEMS OR CONDITIONS. TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THE PURCHASER OR CONDOMINIUM BOARD WILL HAVE TO PROCEED AT ITS SOLE COST AND EXPENSE AND/OR AGAINST ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO IT BY SPONSOR.

NOTHING CONTAINED IN THIS SECTION WILL BE CONSTRUED SO AS TO RENDER SPONSOR LIABLE FOR CONSEQUENTIAL DAMAGES (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE), IT BEING INTENDED THAT SPONSOR'S SOLE OBLIGATION UNDER THIS SECTION WILL BE TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF CONSTRUCTION UPON, AND SUBJECT TO, THE TERMS AND CONDITIONS SET FORTH ABOVE. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH ABOVE, SPONSOR WILL HAVE NO OBLIGATION TO CORRECT OR REPAIR ANY DEFECTIVE OR OTHER CONDITIONS IN THE BUILDING (INCLUDING IN THE UNSOLD UNITS AND THE COMMON ELEMENTS) OR IN, OR WITH RESPECT TO, ITS INSTALLATIONS, APPARATUSES, FIXTURES, FINISHES, MATERIALS, AND APPURTENANCES. ASIDE FROM ANY SPONSOR WARRANTIES AND UNDERTAKINGS WITH RESPECT TO THE CONSTRUCTION AND COMPLETION OF THE BUILDING CONTAINED IN THIS SECTION, NO OTHER WARRANTIES OR UNDERTAKINGS SHALL BE IMPLIED.

Regardless of any limitations or warranty in this Section or in the Plan, Sponsor will construct the Building in accordance with all applicable codes and in accordance with the filed plans and specifications, and that any conflict between the disclaimers and the Sponsor's obligation to construct the Building in accordance with all applicable codes and such filed plans and specifications shall be resolved in favor of the latter.

Sponsor will, except as hereinafter provided, cause to be corrected any defects in the construction of the Building, including its electrical, mechanical, air conditioning, heating, ventilating, plumbing and other systems (hereinafter collectively called the "Building Systems"), due to improper workmanship or defective material or material substantially at variance with the Architect's Description, **PROVIDED AND ON CONDITION THAT SPONSOR IS NOTIFIED IN WRITING BY THE BOARD OF MANAGERS OF SUCH DEFECTS** within the following time periods: (a) one (1) year from the Closing Date with respect to any latent defect in the construction of any Unit; (b) one hundred eighty (180) days from the Closing Date with respect to any patent defect in the construction of a Unit; or (c) with respect to the Building Common Elements, the later of one (1) year from the later of issuance of the TCO or completion of that portion of the Common Elements which is claimed to be defective.

At the First Closing or thereafter, with reasonable promptness after receipt of any assignable manufacturer's or subcontractor's warranty or bond relating to a portion of the Common Elements, Sponsor will deliver to the Board of Managers an assignment of such warranty or bond. Sponsor will also deliver to each Unit Owner, with reasonable promptness after the issuance of the Unit Deed, an assignment of all assignable manufacturer's warranties and bonds relating to appliances in

Unit and in the event of a problem, each Unit Owner will have the sole responsibility of pursuing remedies with the manufacturer.

CHANGES OF SIZES, LAYOUTS, FINISHES AND NUMBER OF UNITS

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of Prospective Purchasers, or for any other reason, Sponsor reserves the right, both prior to and after the First Closing, to change:

(i) the layout of Unsold Units;

(ii) the number of Units, by subdividing one or more Unsold Units into two or more separate Units, or by combining two or more separate Unsold Units into one or more Units;

(iii) change the size of any Unsold Unit, by subdividing or combining Units as aforesaid, or by altering the boundary walls of Unsold Units or otherwise including, without limitation, the use of the portion(s) of the Common Elements or Limited Common Elements adjacent to such Unsold Units to the extent that such portion(s) are not necessary for access or egress to any other Units; and

(iv) the use of any portion of the Common Elements adjacent to such Unsold Units to the extent that such portion is not required to be maintained as Common Elements pursuant to the terms of the Declaration and that no material change will be made in the in the quality of Common Elements.

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with the Plan, Declaration and/or By-Laws and, in connection therewith, a wall, space or other area forming a part of the Common Elements or Limited Common Elements servicing and benefiting only such Unit is demolished, razed or incorporated in the Unit, then such Common Elements or Limited Common Elements shall be deemed for the exclusive use and benefit of such Unit and the owner of such Unit and the Unit's Common Interest will remain unchanged.

Prior to the date that the Condominium Documents have been recorded, except as provided to the contrary in this Section or in the By-Laws, the right to change the size, layout, alteration of interior partitions and the number of Unsold Units may be exercised by Sponsor without the consent or approval of the Board of Managers, any Unit Owner or any mortgagee or any other party and without prior notice or amendment to the Plan.

Unless a Unit Owner, or a Purchaser which is not then in default under a fully executed Purchase Agreement, as the case may be, consents in writing to such change, Sponsor shall not make any material change to the size, layout or Percentage of Common Interest for such Unit. Additionally, unless all Unit Owners and Purchasers consent in writing to such change, Sponsor shall not make any material change to the size of the Common Elements in the Building and shall not make any material adverse change in the quality of the Common Elements. Any such change shall be disclosed by the filing of an amendment to the Offering Plan with the Department of Law and an amendment to the Declaration shall be recorded.

If the size of a Unit is changed either as a result of subdivision, combination, alteration of

boundary walls or otherwise, the percentage of Common Interest allocated to such Unit may be increased or decreased accordingly; however, no such reallocation will increase or decrease the total Common Interest allocated to all Units in the Building.

Any reallocation of Common Interest will vary the estimated annual Common Charges for the Unit or Units affected thereby from the amounts estimated in Schedule A; however, such change shall not affect the proportion or amount of Common Charges for other Units.

Except as otherwise provided for herein, unless an affected Purchaser consents, no material change will be made in unit size, layout or percentage of common interest once a purchase agreement has been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default.

Once the Declaration is recorded, all changes in the size of or number of Units or changes in the Common Elements or the Common Interests of the Units must be made by amendment to the Declaration and such amendment is duly recorded. Notwithstanding the foregoing, Sponsor may not change the size, location of Units or other improvements or the Common Elements if such changes affect the percentage of common interest or adversely affect the value of any Unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change. The Plan will be amended in the event of any such changes. As more particularly provided in the Declaration, while the Sponsor or its designee is the Owner of at least one Unsold Unit, and provided further that the consent of any affected Unit Owners is obtained, the Sponsor will have the right itself to so amend the Declaration to effectuate such change, without the Condominium Board, the other Unit Owners or any mortgagee authorizing, consenting to, or executing, such amendment. Unless all affected Purchasers, with respect to any Unit for which a Purchase Agreement is then in effect and Purchaser is not then in default thereof, and all Unit Owners consent to such change in writing, Sponsor shall not make any material change to the size, layout or Percentage of Common Interest for such Unit.

The Sponsor reserves the right, in its sole and absolute discretion, to change or substitute any of the materials, finishes, fixtures, equipment or appliances specified in the Architect's report, the Description of Property and Specifications or Building Condition, or elsewhere in the Plan, provided only that any substitutions to the materials, finishes, fixtures, equipment or appliances must be of equal or greater quality to the item being replaced. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment described in this Plan and in the architectural plans on file, but, due to unavailability of materials and supplies, site conditions or for any other reason, the Sponsor may substitute materials, fixtures, appliances and equipment of substantially similar or better quality for any of those set forth in the plans or otherwise in this Plan. In addition, Sponsor reserves the right to make changes in its construction of the Building, including architectural, structural, electrical or mechanical plans, provided only that the approval of any governmental agency having jurisdiction over the work is obtained. Any changes that are material and adverse will trigger a right of rescission for all affected purchasers.

Payment of Costs in Connection with Construction and Creation of the Condominium

Sponsor will pay or cause to be paid all expenses incurred in connection with the construction of the Building, including without limitation, all sums properly due to contractors, subcontractors and materialmen and all others involved in the construction of the Building for work

performed and fixtures, material and equipment supplied or installed. Sponsor will also bear all costs and expenses to be incurred in connection with the creation of the Condominium, including the preparation, filing and distribution of the Plan and the filing of the Condominium Documents. In addition, Sponsor will pay all selling expenses and brokerage commissions of the Selling Agent or other broker engaged by Sponsor.

Sponsor will cause any and all mechanic's liens arising out of the construction of the Building and its appurtenances, authorized by Sponsor, to be discharged on or prior to the First Closing. Alternatively, Sponsor will cause the company insuring the Purchaser's title to a Unit to affirmatively insure against collection thereof out of the Unit or any portion thereof by posting a bond or escrowing a sum deemed sufficient by such company.

In the event that there are violations of record or other title encumbrances (other than mortgages and permitted encumbrances) affecting the Property at the time of the First Closing, Sponsor shall cause such violations or encumbrances (other than mortgages and permitted encumbrances) affecting the Property at the time of the First Closing, to be cured, remedied and removed, at its sole cost and expense. Sponsor agrees to indemnify the Board of Managers and Unit Owners, and hold them harmless, from any such violations of record or other title encumbrances (other than mortgages and permitted encumbrances) or other claims affecting the Property. Additionally, Sponsor agrees to defend any suits or proceedings arising out of Sponsor's acts or omissions and to indemnify the Board of Managers and Unit Owners, and hold them harmless in connection with any such suits or proceedings. Notwithstanding anything contained hereinabove to the contrary, Sponsor shall have no obligation to cure, remedy, or remove any violations of record, title encumbrances or other claims affecting the Property if the same cannot be accomplished at an aggregate cost and expense (as reasonably estimated by Sponsor) of one-half (1/2%) percent of the aggregate amount of the offering or less, or a maximum amount equal to or less than $204,900.00. The existence of any such violations or encumbrances will not constitute an objection to title or excuse any Purchaser from completing payment of the balance due under his Purchase Agreement (without provision for escrow), provided that Sponsor either furnishes adequate proof that such violation or encumbrance has been cured or remedied, or deposits with the Board of Managers a reasonable sum to secure Sponsor's obligation to cure and remedy such violation or encumbrance subsequent to the First Closing. At Sponsor's request, the Board of Managers shall apply the sums so deposited towards payment of the cost of curing or remedying the title defect, except that the Board of Managers shall retain a sufficient portion of such security deposit to pay for the reasonable costs of curing or remedying the remaining title defects. If the aggregate cost and expense of curing, remedying and removing all encumbrances exceeds one-half (1/2%) percent of the aggregate offering or a maximum amount equal to or less than $204,900.00 (as reasonably estimated by Sponsor) and Sponsor elects not to accomplish the same, Sponsor shall withdraw and abandon the Plan in accordance with the terms of the section above entitled "Effective Date of This Offering Plan."

Floor Plans

In accordance with Section 339-p of the New York Real Property Law, a registered architect or licensed professional engineer shall certify, within reasonable tolerances, that the Floor Plans for the Units filed with the Declaration are a substantially accurate copy of the portion of the plans of the Building as filed with, and approved by, the Department of Buildings.

Indemnities

Sponsor agrees to indemnify the Board of Managers and Unit Owners and hold them harmless from, and Sponsor is obligated to defend on their behalf, any suits, actions, proceedings or claims arising out of acts or omissions of Sponsor or the representations made by Sponsor in the Plan (i) with respect to the Common Elements and/or Limited Common Elements prior to the First Closing, and (ii) with respect to any Unit, prior to the closing date for such Unit.

Immediately following the First Closing, Sponsor will assign any assignable service and maintenance contracts and agreements relating to the Property to the Board of Managers, and the Board of Managers will, on behalf of all Unit Owners, assume same and indemnify Sponsor against all claims and liability arising thereunder that relate to matters and events occurring on or after the First Closing.

Obligations to Survive Delivery of Deed

The obligations set forth in this section contain all the obligations of Sponsor under the Plan and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers relative to their Units under their respective Purchase Agreements. Sponsor makes no warranties other than as set forth in this section. The obligations of Sponsor under this section shall survive the delivery of the Unit Deeds to the respective Unit Owners for the respective time periods indicated herein. Sponsor shall not be liable for, nor obligated to defend, any suits or claims with respect to any Unit, arising out of any occurrence taking place on or after the date of the closing of title to such Unit, or the leasing thereof to any Purchaser or, with respect to the Common Elements or Limited Common Elements, Sponsor shall not be liable for, nor obligated to defend, any action arising out of any occurrence taking place on or after the date of the First Closing, except for suits or claims arising out of the acts or omissions of Sponsor or the representations made by Sponsor in the Plan.

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

Delivery of Building Plans

At, or prior to, the First Closing, Sponsor shall deliver to the Board of Managers a copy of the "as-built" Building Plans. The final Building Plans shall be considered "as-built" for purposes of this paragraph.

Security for Sponsor's Obligations

No bond or other security has been furnished to secure the performance of the Sponsor's obligations set forth in this section. The ability of Sponsor to perform its obligations will depend upon its financial condition, when and if it is called upon to perform. No warranty is made that Sponsor will be financially able to perform any or all of such obligations.

Sponsor's Obligation to Pay Common Charges on Unsold Units

Sponsor will pay all Common Charges, assessments and real estate taxes assessed against the Unsold Units for so long as Sponsor owns them. Sponsor expects to have the financial resources to meet the aforesaid obligations and to fund same from projected sales, the rental of Unsold Units and Sponsor's other financial resources.

Notwithstanding the foregoing, the Common Charges required to meet the expenses set forth in the Projected Budget for the First Year of Condominium Operations (see Schedule B entitled "Projected Budget for First Year of Condominium Ownership" set forth in the Plan), during the first six (6) months of Condominium operations, or until there has been a closing of title with respect to seventy five (75%) percent of the Units, may be reduced if the actual expenses of operating the Building are less than the projected expenses set forth in the Budget for the First Year of Condominium Operations. If the operating expenses are reduced, then the difference between the actual expenses and the full Common Charges will be refunded to all Unit Owners (including the Sponsor) on a pro-rated basis in the form of either a credit against future Common Charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual Common Charges or as to the amount of any credit that may be available as a result of any such computation.

Fire and Casualty Insurance

At, or prior to, the First Closing, Sponsor shall deliver to the Board of Managers policies or binders for fire and casualty insurance coverage described in footnote 9 of Schedule B. The projected all-risk coverage described in that footnote is based upon an agreed amount replacement cost for the Building (less site preparation). In order to safeguard the investment of the Unit Owners, in the event of a substantial or total destruction of the Building, the Board of Managers should periodically review the amount of casualty insurance for the Building to insure that the amount of coverage equals the Building's then replacement cost. The foregoing insurance does not include the insurance coverage found in a standard "Home Owners policy" for any belonging or personal property in a Unit Owner's Unit. See footnote 8 to Schedule B for further discussion.

Documents on File

Sponsor agrees that copies of this Plan, Parts A, B and C of the Exhibits and documents referred to herein shall be on file and available for inspection without charge and copying at a reasonable charge by Prospective Purchasers and by any Purchaser, at the office of the Sponsor, 58 Thomas Street, New York, New York 10013 and shall remain available for such inspection or copying for a period of six (6) years from the date the Declaration is recorded.

Sponsor's Right to Liquidate

Sponsor has reserved the right to transfer or sell its Unsold Units and otherwise liquidate its assets at any time. Such liquidation and the concomitant distribution of the Sponsor's assets will affect Sponsor's ability to perform its obligations hereunder. In the event of dissolution or liquidation of the Sponsor or the bulk transfer of two (2) or more Units or twenty (20%) percent or more of the total number of Units in the Condominium, whichever is less, the principals of the

Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those units under the Offering Plan, applicable laws or regulations.

Sponsor's Right of Access to Complete Construction

Sponsor and its contractors, subcontractors, agents and employees will have a right of reasonable access to each Unit and its Limited Common Elements and to all of the Common Elements for purposes of completing construction of the Building or performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan, provided (i) Sponsor repairs any resulting damage to the Unit and restores it to substantially the condition it was in prior to Sponsor's entry, and (ii) Sponsor provides reasonable prior notice to the Unit Owner of the Unit to which access is required. In the event any Unit Owner fails to provide access to Sponsor, as permitted above, to any such Unit and its Limited Common Elements, or to repair any punch list item, within thirty (30) days of Closing, such Unit Owner shall be deemed to have voided such Unit Owner's right to have Sponsor fulfill Sponsor's repair obligations under the Plan.

Leasing of Unsold Units

Sponsor reserves the right, freely and without restriction, to rent or lease Units to Purchasers and non-purchasers at any time after the First Closing, provided that with respect to a Residential Unit a permanent or temporary Certificate of Occupancy covering such Unit has been obtained, and subject to the restrictions on the use of the Commercial Unit. However, once a Purchase Agreement has been accepted for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof. The lease will be for such rent (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed upon. Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (Sponsor), at its sole option, to terminate the lease. The Purchase Agreement contains a similar cross-default provision entitling the Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under his lease within the applicable grace period (if any) and such default results in his eviction from the Unit (whether by voluntary removal or by court order). No portion of the rental paid under such lease will be credited toward the Unit's purchase price. No Purchaser shall have the right to occupy the Unit purchased by him prior to closing unless Sponsor agrees to permit such occupancy under an Interim Use and Occupancy Agreement or other written rental agreement.

Sponsor will endeavor in good faith to sell the Residential Units offered for sale in the Plan rather than rent. But, Sponsor is hereby reserving an unconditional right to rent rather than sell its Unsold Units above the number of Units necessary to make the Plan effective, that is, a minimum of 15% (or 2 Units) of the nine (9) Units offered for sale at this time to bona fide Tenants in occupancy or bona fide non-tenant-purchasers who must represent that they intent that they, or a specified member of their family, will occupy the dwelling unit when it becomes vacant or to cease marketing other Units for sale. However, Sponsor reserves the right to rent or lease Unsold Residential Units or the Commercial Unit prior to closing the sale thereof to the Purchaser. Consequently, it is possible that a significant portion of Unit Owners will not be residents of the Building. The New York State Court of Appeals, in its opinion in *511 East 232 Owners Corp. v. Jennifer Realty Co.*, 98 N.Y.2d 144, 746 N.Y.S.2d 131 (2002) ("*Jennifer Realty*"), ruled that a cooperative housing corporation and certain of its tenant shareholders had a cause of action with respect to their claim that their Sponsor breached its "contractual obligation

to dispose of all of its unsold shares within a reasonable period of time." Sponsor, as the Owner of the Commercial Units and any Unsold Residential Units, has reserved the right to rent or lease any Unit prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion, or to use or offer the Commercial Units and the Unsold Residential Units for any lawful purpose. Sponsor believes that the cause of action in *Jennifer Realty* would not exist with respect to this Offering.

As a consequence of the foregoing, a Residential Unit Owner seeking to resell or refinance a Residential Unit may experience difficulty. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units after plan consummation, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium.

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

Sponsor's right to rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of the Board of Managers.

Sale of Units

Sponsor reserves the right, freely and without restriction, to sell any of the Unsold Units. In connection with the sale of any of the Unsold Units, Sponsor shall have, in addition to any other rights the Sponsor may have pursuant to the terms of the By-Laws and Declaration, the right to maintain any of the Unsold Units as a sales office (and/or a leasing office) and to post signs in the common areas advertising the Units for sale (or rent).

The Board of Managers shall, at the request of the Sponsor, cause any existing building alteration, application or permit to be modified to allow any work, which the Sponsor seeks to perform with respect to the Common Elements or the Unsold Units.

CONTROL BY SPONSOR

Initial Control Period

Sponsor shall have the right to vote all of the Common Interest attributable to the Unsold Units, except that, when voting for members of the Board of Managers, Sponsor will, in no event, cast its votes in favor of more than two (2) Sponsor designees to be elected to the three (3) member Board of Managers. Further, at all elections held after the expiration of the Initial Control Period (i.e., the period ending on the earlier to occur of (i) the date on which one hundred percent (100%) of the Unsold Residential Units are sold or (ii) five (5) years from the date of the First Closing), at which time the number of the members of the Board of Directors shall increase to five (5), not more than two (2) of the members of the Board of Managers may be designees of the Sponsor or the then Owner of the Unsold Units. Accordingly, from and after the first meeting of Unit Owners, and the expansion of the Board to five (5) Managers at least two (2) of the members of the Board of Managers shall be unrelated to the Sponsor. A meeting will be held to elect the requisite number of new board members unrelated to the Sponsor within thirty (30) days of the expiration of the control period.

After the Initial Control Period, when the number of members of the Board of Directors has increased to five (5), Sponsor or its designee, as Owner of Unsold Units, shall have the right to designate the following minimum number of members to the Board of Managers:

(i) Two (2) members, for so long as the percentage of Common Interest attributable to the Unsold Units equals twenty (20%) percent or more;

(ii) One (1) member, for so long as Sponsor or its designee owns at least one (1) Unsold Unit.

The number of members of the Board of Managers may not be increased without the consent of the Owner of the Unsold Units for so long as there remains at least two (2) Unsold Units. The By-Laws do not include a provision that after the Sponsor's Initial Control Period, a majority of the Board must be owner-occupants or members of an owner-occupants household who are unrelated to Sponsor and its principals. Purchasers are referred to the By-Laws for further details.

All members of the Board of Managers shall serve without compensation. Members of the Board of Managers are subject to removal, without cause, by vote of Unit Owners owning more than fifty (50%) percent of the Common Interest, attending a meeting at which a quorum is present. However, members designated or elected by Sponsor or its designee may only be removed without cause by Sponsor or its designee, who alone will have the right to designate a replacement. Notwithstanding anything herein to the contrary, any member of the Board may be removed for cause by Unit Owners owning more than fifty (50%) percent of the Common Interests but upon any such removal of a sponsor designee, Sponsor shall have the sole right to designate a replacement member of the Board.

Until Sponsor no longer elects a majority of the members of the Board of Managers, Sponsor will, through its control of the Board of Managers, be able to control the maintenance and operation of, and the services to be provided by, the Condominium and will determine the Common Charges to be paid by all Unit Owners.

Notwithstanding anything to the contrary contained herein, during the first five (5) years following the First Closing, the Board of Managers may not, without Sponsor's or such designee's prior written consent: (a) make any addition, alteration, or improvement to the Common Elements, Limited Common Elements or to any Unit, unless required by law or necessary for the health or safety (but not the general comfort and welfare) of the Unit Owners (nothing contained herein shall restrict the right and obligation of the Board of Managers to maintain and repair the Common Elements and Limited Common Elements); (b) assess any Common Charges for the creation or replacement of, or addition to, all or part of a reserve, contingency, or surplus fund in excess of five (5%) percent in the aggregate of the estimated Common Expenses for any year of operation; (c) increase the number or change the type of employees from that described in Schedule B; (d) enter into any service or maintenance contract costing in excess of $10,000 per annum; or (e) borrow money on behalf of the Condominium.

Sponsor's Veto Power

Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required;

(i) to comply with applicable laws or regulations; or
(ii) to remedy any notice of violation; or
(iii) to remedy any work order by an insurer.

Sponsor may exercise veto power over expenses other than those described above, for a period ending not more than five (5) years after the closing of the first Unit.

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

Each Unit Owner will have the following rights and obligations:

Sale and Leasing of Units

Each Residential Unit Owner may sell or lease his Unit, provided he first gives written notice to the Board of Managers of his intention to do so. Such notice shall be accompanied by a fully executed copy of the contract of sale or lease agreement, containing all of the terms offered in good faith by the Prospective Purchaser or Lessee.

After a Residential Unit Owner notifies the Board of Managers of its intention to sell or lease his Unit, the Board of Managers, on behalf of all Unit Owners, shall have the exclusive right to purchase or lease the Unit (or designate another to purchase or lease the Unit) not later than thirty (30) days after receipt of such notice on the same terms, as more specifically set forth in Article 8 of the By-Laws, page G-33 of the Offering Plan. If the Board of Managers or its designee shall fail to accept such offer not later than thirty (30) days after receipt of notice, the Board of Managers shall be deemed to have waived its right of first refusal and the Unit Owner shall have ninety (90) days following expiration of the said thirty (30) day period to consummate the sale or lease accordance with the terms stated in the contract of sale or lease agreement appended to such notice, failing which the Unit Owner will again be required to first offer the same to the Board of Managers as provided above. In accordance with Section 8.1.6 of the Condominium By-Laws: No lease shall be for a period of which is less than six (6) months in order to avoid transient tenancies.

The foregoing restrictions shall not apply to Unsold Units or the Owner of the Commercial Unit. Sponsor and its designees and the Owner of the Commercial Unit shall have the right freely to sell such Units or freely to lease all or any part thereof without first having to offer the same for sale or lease to the Board.

With regard to the Board's right of first refusal, the Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

The Board of Managers may not exercise its option to purchase any Unit unless the Unit Owners owning more than one-half (1/2) of the Common Interest affirmatively vote in favor thereof, in person or by proxy, at a meeting of Unit Owners at which a quorum is present. The Board of Managers may not exercise its option to lease any Unit unless a majority of the members of the Board of Managers affirmatively vote in favor thereof, in person or by proxy, at a meeting of the Board of Managers at which a quorum is present. If approval is given, the Board of Managers may assess each Unit Owner (other than the selling Unit Owner), in proportion to his percentage of Common Interest, an amount necessary to effectuate the purchase or lease.

Notwithstanding the foregoing, any Unit Owner may sell or lease his Unit to his spouse, adult child, parent, grandparent, parent-in-law, or adult sibling, or may convey his Unit by gift, devise it by will, or have it pass by intestacy, without complying with the restrictions described above, provided, however, that each succeeding Unit Owner shall be bound by, and his Unit shall be subject to, such restrictions. In addition, any Unit Owner that is not a natural person may sell, lease,

or convey its Unit to a related or controlled entity as more particularly set forth in Article 7 of the By-Laws.

The foregoing restrictions upon the sale and leasing of Units shall not apply to Sponsor or its designee, with respect to any Unsold Units or to Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, or to the Owner of the Commercial Unit who shall be free to sell or lease their Units without first offering to sell or lease same to the Board of Managers.

Unit Owners (including the Condominium or its Board of Managers but excluding the Sponsor or Sponsor's designee) who sell their Units shall be required to pay to the extent allowed by law, a fee to the Board of Managers or its Managing Agent for the services performed in connection with processing the application for the sale or lease of their Units.

Each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, such Unit Owner's (i) percentage of Common Interest, (ii) the undivided interest in any Unit or Units acquired by the Board of Managers (or the proceeds received at a foreclosure or other judicial sale of a Unit), and (iii) the undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit, other than Permitted Mortgages, are paid and satisfied at or prior to closing. At the time of acquisition of a Unit and as a condition thereof, the new Unit Owner shall be required to execute, acknowledge and deliver, in accordance with Article 16 of the Declaration of Condominium as set forth as Document 8 in Part II of the Plan, a Unit Owner's Power of Attorney in favor of the Board of Managers and Sponsor, in the form set forth as Document 3 in Part II of the Plan.

A lease for any Residential Unit (other than an Unsold Unit of which a Purchase Agreement is in effect and which is leased to the Purchaser thereof) shall be for a term of not less than one (1) year and not more than two (2) years and shall be in the form of an apartment lease then approved by the Real Estate Board of New York, Inc., except for such changes thereto as are provided in the By-Laws. The restrictions provided for herein shall not apply to the Sponsor or its designees or to the Owner of the Commercial Unit who may lease their Units on such terms and conditions as they deem appropriate. In addition, any such lease shall also provide that if the Unit Owner defaults in paying any amount, which may be due and owing to the Condominium, then Lessee shall, upon demand of the Condominium, pay any amounts due under the lease to the Condominium.

The foregoing restrictions and limitations on the right to sell or lease a Unit may be modified or added to in the future provided the provisions in the By-Laws for amending same are followed (see the section entitled "Summary of Declaration and By-Laws" for further details) and provided no such modification shall affect the rights of the Sponsor or its designee or the Owner of the Commercial Unit.

Restrictions on the Use and Occupancy of Units

Each Residential Unit shall be used only as a residence, by not more than one (1) family unit and for any home occupation permitted by law. Notwithstanding the foregoing, the Sponsor may use any one or more of the Unsold Units as model units and sales and/or promotion offices in connection with the sale or rental of the Unsold Units or for any other purpose, subject only to compliance with the applicable laws and the then existing Certificate of Occupancy.

A Residential Unit owned or leased by an individual may be occupied only by the individual

and members of his immediate family. The Bylaws define the "immediate family" to include a spouse or live-in companion, children (natural or adopted), step-children, grandchildren, siblings, parents, parents-in-law and grandparents of the Unit Owner.

A Residential Unit owned or leased by a corporation, partnership, fiduciary, or other entity may be occupied by a designated officer, director, stockholder, or employee of such corporation, or by a designated partner or employee of such partnership, or by said fiduciary (including designated officers, directors, stockholders, or employees of corporate fiduciaries), or by the beneficiary of said fiduciary, or by a principal or designated employee of such other entity, respectively, or by members of the immediate family of any of the foregoing. Within thirty (30) days after a Unit is acquired by one other than an individual, such non-individual Owner shall notify the Building's Managing Agent of the name of the officer, director, stockholder, partner or employee designated by such Owner to occupy its Unit. The person so designated may be changed from time to time by the non-individual Owner by similar written notice to the Managing Agent. However, all designees must be bona fide officers, directors, stockholders, partners or employees of the non-individual Owner and, under no circumstances, may more than one (1) family occupy a Unit at one time.

Guests are permitted to occupy a Residential Unit only when a Unit Owner (or, in the case of a Unit owned by a non-individual, the designee of such Unit Owner) or members of his family are present. The foregoing restriction does not apply to the Unsold Units.

No nuisance or immoral, improper, offensive or unlawful use shall be allowed in the Building or any portion thereof. No portion of a Residential Unit, other than the entire Unit, may be rented, and no transient tenants may be accommodated therein. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Board of Managers, whoever shall have the obligation to maintain or repair such portion of the Property. No plantings shall be placed or installed on the balconies and terraces without the prior written approval of the Board of Managers or the Managing Agent.

Notwithstanding the foregoing, pursuant to the terms of the Declaration, the Commercial Unit Owner shall have the right, in its sole and absolute discretion, to use the Commercial Unit for any lawful purpose subject to all applicable zoning regulations relating to any such use, and subject to the restrictions that are contained in the Declaration.

The Rules and Regulations of the Condominium, which govern the use of all of the Units, may be amended from time to time by the Board of Managers, provided that copies of such amendments are furnished to each Unit Owner prior to the time that they become effective and provided further that no such amendment may be made which will affect the right of the Sponsor or its designee or the Commercial Unit Owner, without their prior written consent.

Right to Mortgage Units

Each Unit Owner may mortgage his Unit, provided the Unit Owner first complies with the following conditions, as more particularly set forth in Article 7 of the By-Laws of the Condominium in the form as set forth as Document 7 in Part II of the Plan: (i) the mortgage must be substantially in the form of the New York statutory form of mortgage or the form required by a Bank, Savings, and Loan Association or other lending institution, except for such changes or additions as may be required to permit a lender to make the loan; (ii) written notice thereof together with a copy of the

mortgage is sent to the Board of Managers; and (iii) the Unit Owner is not in arrears of Common Charges and first satisfies all other pre-existing unpaid liens against his Unit. Sponsor or its designee, as the Owner of an Unsold Unit, shall have the right to mortgage such Unsold Unit without any restriction or limitation, except that the Board of Managers is required to be notified in writing of the making of any such mortgage and is to be given a copy thereof.

Obligation to Pay Common Charges and Assessments

The Board of Managers will prepare and distribute to all Unit Owners annually a budget setting forth its projection of the Common Expenses for the Condominium's coming fiscal year. Based upon such budget, the Board of Managers will determine and advise each Unit Owner of the proportionate share of the Common Charges payable by each Unit Owner during the ensuing fiscal year, which will be paid on the percentage of Common Interest allocated to his Unit.

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

Unless otherwise determined by the Board of Managers, Common Charges will be payable in monthly installments, in advance, on the first day of each calendar month. No Unit Owner will be relieved from liability for the payment of his Common Charges by waiving the use of any of the Common Elements or Limited Common Elements or by mere abandonment of his Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a permissible sale, transfer, or other conveyance by him of such Unit.

Any Unit Owner may, by conveying his Unit to the Board of Managers without consideration and by complying with certain conditions set forth in the By-Laws in connection therewith, exempt himself from Common Charges accruing thereafter.

In the event that the Board of Managers forecloses its statutory lien on any Unit for unpaid Common Charges and the net proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, or if such Unit is acquired by a mortgagee or buyer at a mortgage foreclosure sale, then, in either event, the defaulting Unit Owner shall remain personally liable for the balance of unpaid Common Charges. The Board of Managers shall have the right to assess such unpaid balance amongst all Unit Owners at the time that the lien is levied.

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

Obligation to Repair and Maintain the Units, Limited Common Elements and Common Elements

Generally, all maintenance, repairs and replacement to the Common Elements and all maintenance, repairs and replacements of a structural nature to the Limited Common Elements will

be made by the Condominium and all maintenance repairs and replacements to the Units and non-structural maintenance, repairs and replacements to the Limited Common Elements will be made by the respective Unit Owners at their own cost and expense. For a discussion relating to the repair of the Building or the Common Elements in the event of a fire or other casualty see paragraph 5 of the following section entitled "Summary of Declaration and By-Laws."

In the event that any Unit Owner fails to maintain or repair his Unit, or in the event of any breach of the Condominium Documents, then, as set forth in Article 6 of the By-Laws, the Board of Managers shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

The Board has the right to accumulate reserves for capital expenditures.

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 Managers.

Alterations and Improvements of Units, Common Elements and Limited Common Elements

No Unit Owner (except Sponsor or its designee or the Commercial Unit Owner) may make any structural alteration, addition, improvement, or repair in or to his Unit or its Limited Common Elements without the prior written approval of the Board of Managers. Such approval may be conditioned, in the discretion of the Board of Managers, upon the execution of an agreement by such Unit Owner, in form and substance satisfactory to the Board of Managers, setting forth the terms and conditions upon which such alteration, addition, improvement, or repair may be made, including (a) obtaining such insurance as the Board of Managers may reasonably require, and (b) indemnifying the Board of Managers. Except as otherwise provided in the By-Laws, no Unit Owner may make any alteration, addition, improvement, or repair in or to the Common Elements or Limited Common Elements.

Sponsor (or its designee) or the Commercial Unit Owner shall have the right, without the approval of the Board of Managers, or representatives of holders of mortgages on Units to (a) make alterations, additions, improvements, or repairs in or to any Unsold Unit, including a change in the use and Certificate of Occupancy for any Unsold Unit and its Limited Common Element, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (b) subdivide, combine and change the boundary walls of Unsold Units (see the section entitled "Changes in Prices or Units" for further discussion).

At the request of Sponsor (or its designee) or the Commercial Unit Owner 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 addition, alteration, improvement, repair, change of use or proposed to be made to the Unsold Units, at which time Sponsor (or such designee) shall indemnify and hold the Condominium harmless from any expense or liability by virtue of the execution of the application or such other documents.

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

Insurance

Upon commencement of Condominium operations, the Property will be provided with the insurance coverage described in Note 8 to Schedule B, which is for the benefit of all the Unit Owners and provides for basic casualty insurance for the Limited Common Elements and the Common Elements and liability insurance for occurrences on the Common Elements. This insurance does not cover personal property within Units. Unit Owners may obtain supplemental or additional insurance for their own benefit, provided that such policies contain waivers of subrogation and provided further, that the liability of the companies issuing insurance procured by the Board of Managers shall not be affected or diminished by any Unit Owner's supplemental or additional insurance.

Each Unit Owner should consider the desirability of obtaining additional insurance at his or her own cost covering: (i) fire or casualty losses to the contents of his or her Unit and any replacements, additions, upgraded fixtures and improvements therein, and (ii) liability for personal injury or property damage as a result of occurrences in his or her Unit and any appurtenant Limited Common Elements.

Rights of Access

As more fully set forth in the By-Laws, the Board of Managers, the Managing Agent, the superintendent and all other persons authorized by the Board of Managers have a right of access to any Unit and its Limited Common Elements for the following purposes, among others: to make inspections regarding violations of governmental laws or regulations against any part of the Property, curing defaults committed by the Owner of such Unit under the Condominium Documents, or correcting any conditions originating in any Unit and threatening any other Unit, Common Element, or Limited Common Element. In addition, Sponsor and its contractors, subcontractors, agents and employees have a right of access to each Unit and to all of the Common Elements and Limited Common Elements, for purposes of completing construction of the Building or performing alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan.

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

Each Unit Owner must strictly comply with the provisions of the Condominium Documents, as the same may be amended, modified, deleted, or added to, from time to time, pursuant to the terms thereof. Failure to strictly comply with the provisions of the Condominium Documents is grounds for an action for damages, injunctive relief, or both.

Changes Of Sizes, Layouts, Finishes And Number Of Units

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of Prospective Purchasers, or for any other reason, Sponsor reserves the right, both prior to and after the First Closing, to change:

(i) the layout of Unsold Units;

(ii) the number of Units, by subdividing one or more Unsold Units into two or more separate Units, or by combining two or more separate Unsold Units into one or more Units;

(iii) change the size of any Unsold Unit, by subdividing or combining Units as aforesaid, or by altering the boundary walls of Unsold Units or otherwise including, without limitation, the use of the portion(s) of the Common Elements or Limited Common Elements adjacent to such Unsold Units to the extent that such portion(s) are not necessary for access or egress to any other Units; and

(iv) the use of any portion of the Common Elements adjacent to such Unsold Units to the extent that such portion is not required to be maintained as Common Elements pursuant to the terms of the Declaration and that no material change will be made in the in the quality of Common Elements.

SUMMARY OF DECLARATION AND BY-LAWS

Board of Managers

The affairs of the Condominium shall be governed by the Board of Managers, which shall initially consist of three (3) members designated by Sponsor. Sponsor has designated Avi Fisher, Brian Ezra and John Carson, designees of Sponsor, to be the initial members of the Board. The initial members of the Board are currently employees of Goldin Management, Inc. ("Goldin Management"). All members of the Board of Managers shall serve without compensation. At the first meeting of the Unit Owners, which will be held within approximately nine (9) months after the First Closing, the three (3) member Board of Managers shall resign in favor of a new three (3) member Board of Managers and after the Initial Control Period by the Sponsor the number of members of the Board of Managers shall increase to five (5), all to be elected by Unit Owners at such meeting. Thereafter, elections to the Board of Managers shall be held at the regular annual meeting of Unit Owners held in March of each succeeding year. See Article 3 of the By-Laws entitled "Unit Owners" for further discussion.

The term of office of each member of the Board of Managers shall normally be one (1) year. At the expiration of the initial term of office of each member of the Board of Managers, such member's successor shall be elected to serve for a term of one (1) year.

All members of the Board of Managers, other than the Sponsor or any Sponsor designees, shall be either: (a) Unit Owners or spouses of Unit Owners, or mortgagees of Units or a spouse of an individual mortgagee; (b) partners or employees (or their spouses) of a partnership owning a Unit or a mortgage covering a Unit; (c) officers, directors, stockholders or employees (or their spouses) of corporate Owners or corporate mortgagees of Units; or (d) fiduciaries or their beneficiaries (or their spouses) who are Owners of mortgagees of Units (or directors, officers, stockholders, or employees, or their spouses, of corporate fiduciaries, or partners or employees, or their spouses, of partnership fiduciaries). However, members elected by Sponsor or its designee are not subject to the foregoing restrictions. Other than members elected by Sponsor or its designee, no member shall continue to serve on the Board of Managers after he or she ceases to be a Unit Owner or an interested party in a Unit Owner, as specified in the first sentence of this paragraph.

Members of the Board of Managers are subject to removal, without cause, by vote of Unit Owners owning more than fifty (50%) percent of the Common Interest, attending a meeting at which a quorum is present. However, members designated or elected by Sponsor or its designee may only be removed without cause by Sponsor or its designee, who alone will have the right to designate a replacement. Notwithstanding anything herein to the contrary, any member of the Board may be removed for cause by Unit Owners owing more than fifty (50%) percent of the Common Interests but upon any such removal of a sponsor designee, the Sponsor shall have the sole right to designate a replacement member of the Board.

Control by Sponsor

Sponsor shall have the right to vote all of the Common Interest attributable to Units owned by Sponsor, except that when voting for members of the Board of Managers, Sponsor shall, in no event, cast its votes in favor of more than three (3) designees who are related to the Sponsor. Further, at all elections held after the expiration of the Initial Control Period and the subsequent increase in the number of members of the Board of Directors to five (5), not more than two (2) of

the members of the Board of Managers may be designees of the Sponsor or the then Owners of the Unsold Residential Units; at least two (2) of the members of the five member Board of Managers shall be non-Sponsor designees.

After the Initial Control Period, Sponsor or its designee, as Owner of the Unsold Units, shall have the right to have the following minimum number of members of the Board of Managers: (a) two (2) members, for so long as the Common Interest attributable to the Unsold Units equals, in the aggregate, twenty (20%) percent or more of the Common Interests of all Units; and (b) one (1) member, for so long as Sponsor or its designee owns at least one (1) Unsold Unit.

The number of members of the Board of Managers may not be increased without the consent of the Owner of the Unsold Units for so long as there remains at least two (2) Unsold Units.

Until Sponsor no longer elects a majority of the members of the Board of Managers, Sponsor will, through its control of the Board of Managers, be able to control the maintenance and operation of, and the services to be provided by, the Condominium and will determine the Common Charges to be paid by all Unit Owners.

Except for the first meeting, the Unit Owners shall hold annual meetings on or about the last Tuesday in March of each year, unless such date shall occur on a legal holiday, in which event the meeting shall be held on the succeeding business day. At each annual meeting, the Unit Owners shall elect successors to the members of the Board of Managers whose term of office expires as of such meeting. In addition, special meetings of Unit Owners may be held from time to time, pursuant to the By-Laws, whenever necessary for the affairs of the Condominium.

Each Unit Owner shall be entitled to cast one (1) vote at all meetings of the Unit Owners for each .0001% of Common Interest attributable to the Unit(s) owned by him or her, except that when voting for the election of members of the Board of Managers, each Unit Owner: (i) shall be entitled to one (1) vote for each .0001% of Common Interest attributable to his or her Units per member to be elected. The presence, in person or by proxy, of Unit Owners having a majority of the votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners, and, unless otherwise provided, the decision of the Unit Owners casting a majority of the votes of the Unit Owners at a meeting at which quorum shall be present shall be binding upon all of the Unit Owners. However, elections of members of the Board of Managers shall be determined by plurality vote.

Powers and Duties of the Board of Managers

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

(a) operation, care, upkeep and maintenance of the Common Elements and Limited Common Elements;

(b) determination of the Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property;

(c) collection of the Common Charges from the Unit Owners;

(d) employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements and Limited Common Elements;

(e) adoption and amendment of the Rules and Regulations covering the details of the operation and use of the Property (subject to the right of the Unit Owners to overrule the Board of Managers as provided in the By-Laws);

(f) maintaining bank accounts on behalf of the Condominium and designating the signatures required therefor;

(g) purchasing, leasing, or otherwise acquiring in the name of the Board of Managers or its designees, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Owners to the Board of Managers;

(h) purchasing Units at foreclosure or other judicial sales, in the name of the Condominium or its designee, on behalf of all Unit Owners;

(i) selling, leasing, mortgaging, or otherwise dealing with (but not voting the votes appurtenant to) Units acquired by, and subleasing Units leased by, the Condominium or its designee, on behalf of all Unit Owners;

(j) obtaining and renewing insurance for the Property, including the Units;

(k) making repairs, additions and improvements to, or alterations of, the Property and repairing and restoring the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(l) enforcing obligations of the Unit Owners;

(m) levying fines against the Unit Owners for violations of the Rules and Regulations (no fine may exceed fifty ($50) dollars for any one violation, but, for each day a violation continues after notice, it shall be considered a separate violation);

(n) commencing any action or other proceeding against any third party (including the Sponsor) to enforce the rights of Unit Owners or the Condominium, provided only that, any litigation or proceeding, which is estimated to cost more than fifty thousand ($50,000) dollars in the aggregate, as reasonably determined by the Board, shall require the consent of at least two-thirds (2/3) of all Unit Owners, and provided further that the Board may commence, without first obtaining the consent of the Unit Owners, any proceeding necessary to collect maintenance charges;

(o) borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep, and maintenance of the Common Elements or Limited Common elements, provided, however, that (i) the consent of at least seventy five (75%) percent of all Unit Owners, both in number and in Common

Interests, shall be required for the borrowing of any sum in excess of $20,000, 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 consent of the Unit Owner;

(p) adjusting and settling insurance claims and executing and delivering releases in connection therewith; and

(q) bringing tax certiorari proceedings on behalf of the Unit Owners.

The Board of Managers shall be responsible for maintaining and repairing the common Elements and Limited Common elements as set forth in the Declaration and in the By-Laws, regardless of whether a Unit is vacant or occupied by the Owner thereof or by a permitted lessee or other occupant.

Notwithstanding anything to the contrary contained herein, for so long as Sponsor or its designee or both shall continue to collectively own Units representing twenty (20%) percent or more in number or in aggregate Common Interest, but in no event later than the expiration of the Initial Control Period, five (5) years from the date of the First Closing, the Board of Managers may not, except as disclosed in this Offering Plan, without Sponsor's or such designee's prior written consent:

(a) make any addition, alteration, or improvement to the Common Elements or to any Unit, unless required by law or necessary for the health or safety (but not the general comfort and welfare) of the Unit Owners (nothing contained herein shall restrict the right and obligation of the Board of Managers to maintain and repair the Common Elements and Limited Common Elements);

(b) assess any Common Charges for the creation or replacement of, or addition to, all or part of a reserve (for capital replacements or otherwise), contingency, or surplus fund in excess of five (5%) percent in the aggregate of the estimated Common Expenses for any year of operation;

(c) increase the number or change the type of employees from that described in the First Year's Budget;

(d) enter into any service or maintenance contract costing in excess of $10,000 per annum; or

(e) borrow money on behalf of the Condominium.

Officers of the Condominium

The officers of the Condominium shall consist of the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers at its annual meeting. All officers shall serve without compensation from the Condominium. None of the officers need be Unit Owners until the five (5) member Board of Managers is elected at the first meeting of the Unit Owners. Thereafter, both the President or Vice President and the Secretary or Treasurer must be both members of the Board of Managers.

Cost of Services

The cost of snow removal from, and maintenance of, the sidewalks, arcades, plaza, planted areas etc. and public walks shall be a Common Expense. Snow removal, planting and regular maintenance of the terraces, gardens and roof terraces shall be the responsibility of the Unit Owners. All maintenance and repairs to the Common Elements and Limited Common Elements, which are the responsibility of the Board of Managers, shall be performed by employees of the Condominium or by independent contractors. The Condominium will employ a non-resident superintendent, whose estimated wages are included in Schedule B.

When, in the judgment of the Board of Managers, the Common Elements or Limited Common elements shall require additions, alterations, or improvements costing more than $50,000 in the aggregate, in any calendar year, such additions, alterations, or improvements shall not be made unless the same have been approved by the Unit Owners (including Sponsor, if it then owns any Unit) owning a majority of the Common Interests at a duly constituted Unit Owner's meeting and by the representatives of institutional mortgagees of Units (the "Mortgage Representatives"), if any, appointed pursuant to the By-Laws. If approved, the Board of Managers may, in its discretion, assess each Unit Owner his pro-rata share of the cost of such additions, alterations, or improvements, according to his or her Common Interest, as part of the Common Charges. Any additions, alterations, or improvements costing $50,000 or less, in the aggregate, in any calendar year, may be made by the Condominium without the approval of the Unit Owners or the Mortgage Representatives, if any, and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing, no additions, alterations, or improvements shall be made to the Common Elements or Limited Common Elements, regardless of the cost thereof, without the consent of Sponsor (for the sooner of two (2) years following the First Closing or for so long as Sponsor or its designee or both shall collectively own Units representing twenty (20%) percent or more in number or in Common Interests), unless same is required by law or is necessary for the health or safety (but not the general comfort or welfare) of the residents of the Building. However, nothing contained in the preceding sentence shall restrict the right and obligation of the Condominium to maintain and repair the Common Elements and Limited Common Elements.

Repair or Restoration After Fire or Other Casualty

Except as set forth in the next paragraph, in the event that the Building or any part thereof is damaged or destroyed by fire on other casualty, the Board of Managers will arrange for the prompt repair and restoration thereof (including any damaged Units, but excluding appliances, fixtures, furniture, furnishings, or other personal property not constituting a part of such Unit). If the insurance proceeds are insufficient to cover the cost of repairs or restoration, the Condominium may assess all Unit Owners for such deficit as a Common Expense. Any surplus insurance proceeds shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there has first been paid, out of his share of such funds such amounts as may be necessary to reduce unpaid liens on his Unit (other than mortgages that are Permitted Mortgages) in the order of priority of such liens.

If seventy-five (75%) percent or more of the Building is destroyed or substantially damaged, and if seventy-five (75%) percent or more of all Unit Owners, both in number and in Common Interests, do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor,

in which case the net proceeds of the resulting sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than) mortgages that are not Permitted Mortgages) in the order of the priority of such liens. If Sponsor or its designee is then a Unit Owner, it will have the right to vote at any meeting of Unit Owners called for the purpose of deciding whether or not to proceed with the restoration or repair of the Building.

Insurance

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

The proceeds of all such policies of physical damage insurance shall be payable to the Board of Managers, in the event of a loss amounting to $100,000 or less, and to the Insurance Trustee, if the loss shall amount to more than $100,000. Such proceeds shall be applied for the purpose of repairing, restoring, or rebuilding the Building, unless otherwise determined by Unit Owners. In no event shall such proceeds be paid to the holder of any mortgage placed by a Unit Owner on his Unit unless, in accordance with the provisions of Section 5.5 of the By-Laws, there shall be a determination not to rebuild the Building. The Insurance Trustee shall be a bank or trust company, having an office in the City and State of New York, designated by the Board of Managers in accordance with the By-Laws.

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

The Board of Managers shall also maintain, to the extent obtainable (a) fidelity insurance covering all officers and employees of the Condominium and of the Managing Agent (if any) who handle Condominium funds; (b) public liability insurance as to personal injury and property damage in such limits and amounts as the Board of Managers may from time to time determine, covering

each member of the Board of Managers, the Managing Agent or manager (if any) and each of the Unit Owners; (c) rent loss insurance in such limits and amounts as the Board of Managers may, from time to time, determine; (d) workmen's compensation and New York State disability benefits insurance; (e) boiler insurance; (f) elevator liability and collision insurance; and (g) such other insurance as the Board of Managers may, from time to time, determine. Such public liability insurance will also cover cross-liability claims of one insurer against another.

However, such insurance will not cover the individual liability of a Unit Owner arising from any occurrence within his or her own Unit. In addition, members of the Board of Managers and officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member or officer (as the case may be) shall be liable for his or her own bad faith or willful misconduct. Prospective members and officers are advised to consult with their own attorneys about the risk of personal liability in their capacity as a board member or officer.

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

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation and provided, further, that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance. A Unit Owner should consider maintaining, at his or her own expense: (a) separate insurance on the contents (i.e., furniture and other personal property and belongings) in his Unit, in such amount as will be adequate to insure against loss by reason of fire or other casualty, and (b) liability insurance against claims for personal injury or property damage resulting from occurrences in his or her Unit or its appurtenant Limited Common Elements.

Liability of the Board of Managers and the Unit Owners

The members of the Board of Managers and the officers of the Condominium will have no liability to Unit Owners because of errors of judgment, negligence, or otherwise, except that individual members and officers will be liable for their own bad faith or willful misconduct. The Board of Managers may contract or effect other transactions with any member thereof, with any Unit Owner, with Sponsor, or with any affiliate of any of them at competitive rates without incurring any liability for self-dealing.

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

All Unit Owners shall severally indemnify each member of the Board of Managers against

any liability or claim, contractual or otherwise, except those arising out of the bad faith or willful misconduct of such member or that are contrary to law or the terms of the Declaration or the By-Laws. However, the liability of any Unit Owner on account of such indemnification will be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners.

Reports to Unit Owners

An annual report of the income and expenses of the Condominium, certified by an independent certified public accountant, shall be submitted by the Board of Managers to all Unit Owners within four (4) months after the end of each fiscal year of the Condominium. The records and books of account of the Condominium will be available for inspection by any Unit Owner during reasonable business hours.

Amendments to the Condominium Documents

Generally, subject to certain exceptions, and provided that any required consent of the Mortgage Representatives is obtained, any provision of the Declaration, the By-Laws, or the Rules and Regulations may be amended, modified, added to, or deleted by the affirmative vote of two thirds (2/3) of all Unit Owners, both in number and in Common Interests. However, for so long as Sponsor or its designee is the Owner of one or more Units, the Declaration, the By-Laws and the Rules and regulations may not be amended or modified so as to adversely affect Sponsor or such designee without the prior written consent of Sponsor or said designee. In addition, the provisions of the Declaration and By-Laws relating to (i) the use of Units or each Unit's Common Interest may not be amended without the prior written consent of every Unit Owner affected by such amendment or (ii) the rights, benefits and exemptions of the Unsold Units.

Termination of the Condominium

The Condominium shall continue (unless terminated by casualty, loss, condemnation, or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least eighty (80%) percent of all Unit Owners, both in number and in Common Interests. In addition, the written consent of the Mortgage Representatives, if any, shall be required before such vote is effective. Sponsor will not vote the aggregate Common Interests appurtenant to Unsold Units for such withdrawal unless at least eighty (80%) percent of all other Unit Owners, both in number and in Common Interests, elect to withdraw, at which time Sponsor may choose to vote its Common Interests either in favor of, or against, withdrawal from condominium Ownership, as it sees fit. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale resulting therefrom shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his or her Unit, in the order of priority of such liens.

Right of First Refusal

In accordance with Article 7 of the By-Laws, the Condominium (or its designee), on behalf of all Unit Owners, shall have the exclusive right to purchase or lease a Residential Unit (other than an Unsold Unit) within twenty (20) business days after receipt of notice of a proposed sale or lease,

on the same terms set forth in the applicable contract or lease. The Board of Managers must notify the Residential Unit Owner during such exclusive periods of its election to purchase or lease the Unit. In the event the Board of Managers elects to exercise its right of first refusal as aforesaid, title shall close or lease shall be executed (as the case may be) within sixty (60) days after the day upon which the Board of Managers gives notice of its election. The Board of Managers may use any funds deposited in its capital and/or expense account or may assess each Unit Owner (other than the selling Unit Owner), in proportion to his Common Interest, an amount necessary to effectuate the purchase or lease (and to maintain the Unit thereafter, if applicable).

In the event the Condominium becomes the Owner of a Unit, same will be owned by the Condominium, on behalf of all Unit Owners, as tenants-in-common. Such Unit will be deemed and thereafter treated in the same way as a Limited Common Element. Such Unit may be sold by the Condominium or leased. In the event the Condominium or its designee becomes the lessee of a Unit, any lease thereof must comply with the requirements of the By-Laws, except the consent of the Landlord shall not be required to enter into a sublease.

Such Unit may be offered for sale by the Condominium by regular sale, public auction or other commercially reasonable method. The proceeds from the sale or lease of a Unit owned by the Condominium may (at the discretion of the Board of Managers) be used to reduce the Common Charges payable by Unit Owners, be applied to the Working Capital fund or other reserve or contingency fund, or be divided among all Unit Owners in proportion to their respective Common Interest, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of net proceeds all liens on the Unit Owner's Unit, in the order of priority of such liens.

All units acquired or leased by the Condominium shall be held by the Condominium on behalf of all Unit Owners. Any rent, purchase price, closing costs or closing adjustments payable in connection with the acquisition or lease of such Units shall be assessed against all Unit Owners as a Common Expense. No Units held by the Condominium shall carry voting rights. Such Unit shall be deemed and otherwise treated in the same manner as the Limited Common Elements.

Procedure to Review Real Estate Tax Assessments

In the event any Unit Owner seeks to have the Assessed Valuation of his Unit reduced by bringing a certiorari proceeding, the Board of Managers, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Board of Managers from all claims, costs and expenses (including without limitation, reasonable attorney's fees, resulting from such proceedings). The Board of Managers shall have the right to institute such proceedings on behalf of all Unit Owners, who shall individually execute any documents required in connection therewith.

Covenant Against Partition of Common Elements and Limited Common Elements

The Condominium shall continue until terminated in accordance with the By-Laws and Declaration. In the event that withdrawal from the provisions of the Condominium Act is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective common Interests, provided,

however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such net proceeds all liens on the Unit Owner's Unit, in the order of priority of such liens.

Copies of the Declaration and By-Laws are set forth in Part II of the Plan as Documents 6 and 7, respectively.

REAL ESTATE TAXES

After the Units are separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes by the City of New York. Residential Units will be subject to a Class II rate and the Commercial Unit will be subject to a Class IV Rates. After the Units are separately assessed, a Unit Owner will not be responsible for unpaid taxes on other Units, nor will his or her Unit be subjected to any lien arising from the non-payment of taxes on other Units.

Taxes

The value of the Property for real estate tax purposes is determined annually by the Property Division of the Department of Finance of the City of New York. Each year the Property Division fixes the "actual" assessment of a property based upon its market value. Under Article 18 of the Real Property Assessment Tax Law, changes in a property's actual assessed value from one year to another, attributable to changes in its market value, other than those due to renovation, new construction or alteration, are phased in over five (5) years in equal annual increments or decrements of twenty (20%) percent per year, resulting in a "transitional" assessment for the property which is also determined each year. For any given year, taxes are based on the lower of the "actual" or "transitional" assessed value. However, increases in assessed value due to new construction, as is the case here, are not phased in, so the "transitional" assessed value and the "actual" assessed value of the Property may be the same.

The estimated taxes discussed below are based upon estimates made by The Mazursky Group, Inc. Bleckner P.C., attorneys for Sponsor, have read and reviewed the Mazursky Opinion, however, Bleckner P.C. is not a taxation expert, has not independently verified the information in the Mazursky Opinion and makes no judgment as to its accuracy. However, based upon: (i) the Mazursky Opinion being correct, (ii) any updated opinion of The Mazursky Group, Inc. regarding such tax issues being consistent with the Mazursky Opinion, (iii) the assumption that the assessed transitional valuation that will be applicable to the Property in the first fiscal year after completion of construction (i.e., commencing July 1, 2017) will be Two Million One Hundred Thousand ($2,100,000.00) dollars, and (iv) the real estate tax liability after competition of construction and establishment of a condominium is estimated to be Two Hundred and Seventy-Three Thousand ($273,000) dollars at a tax rate tax of .13 in effect for the fiscal year beginning July 1, 2017 and ending July 30, 2018 per $100 of assessed valuation. The Commercial Unit will have an estimated real estate tax liability of $50,960. Sponsor is applying for ICAP benefits for the Commercial Unit. If the ICAP benefits are granted, the Commercial Unit will receive a 15-year real estate tax abatement. If granted, the ICAP will consist of a full abatement for the first eleven years on increases in the assessed value attributable to the construction of the building and will decline by 20 percent per year for the remaining four years. Full benefits will begin in the second year of the operation of the condominium. The Mazursky Group has estimated the tax ICAP benefits at $10,438 for the Commercial Unit. Refer to Document 9 of Part II of the Plan entitled "Real Estate Tax Estimate with ICAP" by The Mazursky Group, Inc. (with an office at 42 Broadway, Suite 1744, New York, New York 10004).

Schedule A allocates the projected real estate taxes payable by Unit Owners according to each Unit's proportionate interest in the Common Elements. However, it is possible that the tax assessor of the City of New York may allocate assessments on a basis that differs from the allocation of proportionate interest in the Common Elements.

The foregoing estimates were based on existing tax rates, current City of New York assessing policies and the Sponsor's description of the Building 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 a Unit's proportionate valuation in the first, un-amended Schedule A of this offering plan, or that the assumptions upon which the tax calculations were based will remain valid.

Until Units are separately assessed, real estate taxes and thus the partial tax exemption will be allocated between Units based on their proportionate valuation in the first, un-amended Schedule A of this offering plan. However, once Units are separately assessed, there is no assurance that the New York City taxing authority will allocate taxes, and thus the tax exemption, between the Units in accordance with their proportionate valuation in the first, un-amended Schedule A of this offering plan.

Separate Assessment of Units

It is intended that Units shall be separately assessed on their closing date for the then current tax year, but this may not have been done, depending on the closing date of the Unit. In the event that Units have not been separately assessed for real estate tax purposes prior to the first closing of title to a Unit, the Sponsor will collect from each Unit Owner, at the Closing, an amount to be held in escrow in the name of the Board of Managers equal to the unpaid real estate taxes, which will be levied against the Property for the six (6) month period next following the tax period for which an adjustment is made at the closing of title. The Board of Managers shall pay the real estate taxes from this escrow account when they become due and payable, and Sponsor shall pay any amounts which may be due and owing with respect to the Unsold Units during the period of Sponsor's Ownership. If there are funds remaining in the account after the Units are separately assessed, then the Condominium shall refund the excess amount to the Unit Owner entitled to any such refund. To the extent that the escrow funds are insufficient to cover the taxes or the Units are not separately assessed within six (6) months from the Closing Date, then each Unit Owner shall be obligated to contribute such Owner's pro-rata share of any such taxes, according to each Unit's proportionate valuation in the first, un-amended Schedule A of this offering plan.

To provide for the possibility that Units may still not be separately assessed for real estate tax purposes at the end of the six (6) month period hereinabove referred to, Purchasers shall be required, at closing, to enter into an agreement with the Sponsor whereby they agree to deliver to the Condominium within ten (10) days after request therefor, a check payable to the appropriate taxing authority in the amount necessary to cover the Purchaser's percentage of taxes due after the six (6) month period and prior to separate assessment. The Condominium's request shall contain a copy of the relevant tax bill and the calculation of the Purchaser's portion.

The review of real estate tax assessments will be the responsibility of the Board of Managers of the Condominium.

TAXES - DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The following discussion of certain income tax consequences of the Ownership of Residential Units is based, in part, upon the income tax opinion of Bleckner P.C. counsel to Sponsor. A copy of this opinion is set forth in the section entitled "Opinion of Counsel."

BLECKNER P.C. IS COUNSEL TO SPONSOR AND NOT TO THE UNIT OWNERS. EACH PURCHASER SHOULD CONSULT WITH HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF OWNERSHIP OF A UNIT.

Each Residential Unit Owner will own his Unit in fee simple and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Because each Unit Owner will own his Unit in fee simple, the Owner may, subject to certain restrictions discussed above, mortgage such Unit and will thereby become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness (and not on mortgage indebtedness secured by other Units).

It is the opinion of Bleckner P.C. that, under present law, Residential Unit Owners who itemize their deductions will, in general, be entitled to a deduction for mortgage interest and real estate taxes for Federal, New York State and New York City income tax purposes in the taxable year in which the same are actually paid or accrued by such Unit Owners in accordance with their method of accounting.

Common Charges will be borne by the Unit Owners and assessed and collected by the Condominium. The status of the Condominium for Federal, New York State and New York City income tax purposes is uncertain. If the Condominium were deemed to be merely a conduit for the Unit Owners, all income earned by the Condominium, less the expenses incurred in earning such income, would be deemed income to the Unit Owners and taxable to them. However, Common Charges would not be considered income to the Condominium.

However, the Internal Revenue Service may contend that the Unit Owners, acting through the Condominium, constitute an association taxable as a corporation because of certain of its features such as: centralized management, the attempt to limit the contractual liability of the Unit Owners and the possibility of the perpetual life. If the Unit Owners, acting through the Condominium, were treated as an association taxable as a corporation, such association would be subject to Federal, New York State and New York City corporate income tax on earned income, if any, for the portion of the Common Charges deemed to constitute gross income less deductible expenses. (See the Real Estate Tax Consultant's Estimate of Taxes set forth as Document Number 11 in Part II of the Plan for a further discussion of the tax status of the Condominium.)

THE FOREGOING OPINION IS NOT A GUARANTY: IT IS BASED UPON EXISTING RULES OF LAW APPLIED TO THE FACTS REFERRED TO ABOVE. NO ASSURANCE CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASES THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL SPONSOR, SPONSOR'S ATTORNEY, THE SELLING AGENT, THE MANAGING AGENT, OR ANY OTHER PERSON CONNECTED WITH THIS OFFERING BE LIABLE IF ANY SUCH PERSONS, THE UNIT OWNERS OR THE CONDOMINIUM, DO NOT MEET OR, AT ANY FUTURE TIME, CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL

REVENUE CODE OF 1986, AS AMENDED, THE NEW YORK STATE TAX LAW OR THE NEW YORK CITY ADMINISTRATIVE CODE, IF THERE ARE CHANGES IN THE FACTS ON WHICH COUNSEL RELIED IN ISSUING THIS OPINION OR IF THERE ARE CHANGES IN APPLICABLE STATUTES, REGULATIONS, DECISIONAL LAW OR IRS RULINGS ON WHICH COUNSEL RELIED. MOREOVER, NONE OF THE AFORESAID MAKE ANY WARRANTIES WITH RESPECT TO THE TAX CONSEQUENCES OF THIS PLAN OR THE TAX CONSEQUENCES OF OWNERSHIP OF ANY RESIDENTIAL UNITS OFFERED UNDER THE PLAN, AND NO ONE HAS BEEN AUTHORIZED TO MAKE ANY STATEMENTS OTHER THAN THOSE CONTAINED HEREIN.

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OF COUNSEL
MARTIN SHAW
JAMES J. D'ESPOSITO

June 2, 2016

Henry Atlantic Partners LLC
58 Thomas Street
New York, New York 10003

Gentlemen/Mesdames:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes (but not for purposes of the New York City earnings tax on non-residents) to persons who purchase Residential Units for private residential use ("Residential Unit Owners") under the Offering Plan ("Plan"), and (ii) the proper treatment by the Condominium Board for such income tax purposes of the Common Charges paid or borne by all Unit Owners. Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

The condominium units of the "325 Henry Street Condominium" will be organized under the laws of the State of New York for the purpose of providing for the management, maintenance and care of a mixed-use Multiple Dwelling located at 325 Henry Street, Brooklyn, New York. The building will contain, upon the issuance of the new certificate of occupancy for the Property, eight (8) Residential Units and one (1) Commercial Unit. The By-Laws of the Condominium provide that in addition to the status conferred upon the Condominium Board pursuant to the provisions of the New York Condominium Act, to the extent permitted by applicable law, the Condominium Board is deemed to constitute an unincorporated association for all purposes under the provisions of the General Association Law of the State of New York.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986, as amended ("Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder and such other materials as we deemed relevant, and we have assumed that the closing under the Plan will occur in the year 2016.

I. Deductions for Mortgage Interest and Real Estate Taxes

A Unit Owner will own his or her Unit and its Appurtenant Interest in the Common Elements in fee simple absolute. Accordingly, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will be individually liable for the payment of such real estate taxes. A Unit Owner, pursuant to the terms of the Plan, may also mortgage such Unit(s) and become individually liable for the

payment of any finance charges or interest on such mortgage indebtedness.

In our opinion, a non-corporate Residential Unit Owner who itemizes his or her deductions will be entitled to a deduction in computing his or her taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his or her Unit in the year paid or accrued provided that (a) the indebtedness is incurred in acquiring, construction or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $1 million, and (d) the Unit is a "qualified residence". Interest paid on indebtedness that refinances indebtedness incurred to acquire, construct or improve a Unit is similarly deductible. A Unit will be a "qualified residence" if it is either (i) the Owner's "principal residence" within the meaning of Code Section 121 or (ii) a residence as defined by Code Section 280A (d)(l) that the Owner selects as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return may have two, and only two, qualified residences. In the case of a married couple filing separate returns, each taxpayer may take into account a single "qualified residence", unless by written agreement they consent to one of them taking into account a principal residence and one other residence. Under Section 46l(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

In addition, an individual may deduct interest on an additional $100,000.00 of indebtedness in excess of the $1 million limit mentioned above as interest on home equity indebtedness.

In our opinion, a Residential Unit Owner who itemizes his or her deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his or her Unit in the year paid or accrued under Section 164 of the Code.

It is also our opinion that each Unit Owner whose Unit is used in an active profession and/or trade or business, other than the rental of such Unit, in which the Unit Owner materially participates, will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his or her Unit in the year paid or accrued under Section 164 of the Code.

Other rules are applicable to a Unit Owner if the Unit is to be used in a trade or business or is to be held for rental. In these cases, the Tax Reform Act of 1986, as amended, will have broad impact, and no opinion is offered as to the consequences to such a Residential Unit Owner.

It is also our opinion that each Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year. (See Section 615 of the New York State Tax Law; and Section 11.1715 of the Administrative Code of the City of New York.)

However, in the case of a Residential Unit Owner whose New York State or New York City adjusted gross income exceeds $100,000.00, the amount of such deduction may be reduced by up to twenty-five percent (25%) of such deduction.

It should be noted, however, the benefit of a Unit Owner's deductions for interest and real estate taxes may be reduced if the Unit Owner is subject to the Federal alternative minimum tax. (See Section 55 of the Code.) In addition, it should be noted that state and local taxes, including real estate taxes, are not deductible for purposes of calculating an individual's federal alternative minimum taxable income.

It should be noted that our opinion as to the availability of deductions to a Unit Owner with respect to mortgage interest and real estate taxes in connection with his or her Unit used in an active

profession and/or trade or business, other than the rental of such unit, is based on the assumption that such owner will have "at risk", with the the meaning of Section 465 of the Internal Revenue Code, in such profession, trade or business, an amount equal to, or in excess of his or her losses in connection with said profession, trade or business, including such deduction.

II. Common Charges

Common Charges will be borne by the Unit Owners and assessed and collected by the Board of Managers ("Condominium Board").

Under Section 528 ("existing law"), added to the Code by the Tax Reform Act of 1976, some Condominium Boards may be eligible to be exempt from tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met. These requirements are further discussed below.

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

To qualify as a condominium management association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least sixty percent (60%) of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) ninety percent (90%) or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must annually elect to be treated as a condominium management association, and (6) at least eighty-five percent 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation §l.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible, therefore, that if the Condominium does not qualify in one year it may, nevertheless, qualify in one or more future years.

Despite the information contained in Schedule A, the Description of the Property and Building Specifications and Floor Plans to the Plan, we cannot affirmatively opine that the Property will or will not qualify as a condominium management association under Section 528 of the Code. Our inability to affirmatively opine is due to the uncertainty of the current state of the law as to what floor space specifically qualifies as total square footage for residential purposes (i.e., stairwells, lobby; terraces, etc.). Accordingly, we cannot opine as to whether the Condominium will or will not be eligible to elect to be treated as a condominium management association under Section 528 of the Code.

Even if the Condominium Board is eligible to make a Section 528 election, it would still be subject to tax on any income not received as assessments or other such payment from Unit Owners; thus, if the Condominium Board realized interest income from funds on deposit, such interest may be taxable to it.

If an election under Section 528 is not in effect for the taxable year, the tax status of the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528.

Under existing law, the tax status of the Condominium Board is uncertain. The By- Laws provide that the Condominium Board will act as the agent of the Unit Owners. Thus, the Condominium Board may take the position that it is simply a conduit for receipts and payments of the Unit Owners for whom it acts as agent and not a separate entity. In such case, the Unit Owners would themselves be taxable on any interest or similar income which is earned from investments of the amounts which are assessed and collected from the Unit Owners and/or held as reserve funds.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Condominium Board, such as the assessment and expenditure of Common Charges, the Unit Owners through the Condominium Board, constitute an association taxable as a corporation. In such event, such association may be deemed subject to the Federal corporate income tax (and also to New York State and New York City corporate income taxes) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the Condominium Board which are deductible for Federal income tax purposes.

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected, Rev. Rul. 75-370, 1975-2 Cum. Bull. 25, or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association. Rev. Rul. 75-371, 1975-2 Cum. Bull. 52 Cf. Concord Village, Inc., 65 T.C. 142 (1975). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

Also in this connection, it should be noted that if the Condominium Board is determined to be a separate taxable entity for federal income tax purposes, it is possible that the limitations of Section 277 may be found to apply. If this were the case, the Condominium Board's income from sources other than Unit Owners, if any, could not be offset by the Condominium Board's expenses incurred in. the provision of services to Unit Owners. It is unclear how interest or other income earned on the investment of a required reserve fund would be· treated for this purpose; if such income were treated as not derived from the Unit Owners in consideration of services rendered them by the Condominium Board, then such income may not be reduced by the Condominium Board's operating expenses with respect to the property and may result in a liability for taxes.

In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax, and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. (See Old Colony Trust Co. v. Commission, 279 U.S. 716 (1929); Rev. Ru. 74-75. 1974-1 Cum. Bull. 19; Rev. Rul. 86-14 J.R.B. 1986-5, 33.)

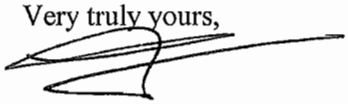
We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or as to any tax status of the Plan of a Unit under the laws of any other U.S. or foreign jurisdiction.

Thus, this opinion does not deal with tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business, other than set forth herein, or for purposes of investment or the production of income, or which may result to a foreign Unit Owner by reason of his or her foreign status. This opinion also does not deal with the tax consequences which may arise if Units or Limited Common Elements are acquired and/or leased by the Condominium Board. It is also to be noted that under certain circumstances an owner of any Residential Unit, by virtue of such ownership, may be deemed to become a resident of New York City and that this opinion does not deal with the circumstances under which this may occur, or with the income, estate or other tax consequences that may arise therefrom. Thus, each person contemplating the purchase of a Unit is strongly advised to consult his or her own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

In our opinion, Unit Owners will be entitled to certain 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 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 Unit Owners not to be entitled to income tax deductions.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,



Bleckner P.C.

WORKING CAPITAL AND RESERVE FUND

Working Capital Fund

At the time of the Closing of each Unit sold by Sponsor under this Plan, each Purchaser will contribute the amount of $5,000 to the Condominium Working Capital Fund to be maintained by the Board of Managers. While Sponsor is in control of the Board of Managers, Sponsor will not use the Working Capital Fund for the purpose of reducing the maintenance charges.

The Working Capital Fund may be held, or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board of Managers, in its sole discretion.

No representation is made that the Working Capital Fund will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of Condominium operations, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Common Charges.

There is no provision in the Plan for a Reserve Fund to be used by the Condominium for capital replacements or repairs. The Board of Managers, in its discretion, and subject to the provisions of the By-Laws, may decide in the future to create a reserve fund by special assessment or increases in Common Charges.

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

Reserve Fund

No provision has been made for any Reserve Fund. The Sponsor can make no guaranty or warranty that there will be no need for replacement of capital equipment within five (5) years subsequent to the First Unit Closing. However, as a result of the renovation and partial new construction of the Building and obtaining a new Certificate of Occupancy for the Building, it is not anticipated that major capital improvements will be needed first years subsequent to the First Unit Closing.

Closing Adjustments

Immediately prior to the First Closing, Sponsor shall apportion the following items with the Condominium as of the day immediately preceding such closing:

(a) Superintendent salary;

(b) Fees for assignable permits and licenses, if any;

(c) Charges for electricity and gas and other utilities for the Common Elements and Limited Common Elements;

(d) Payments under service and maintenance contracts and concession agreements, if any;

(e) Real estate taxes, assessments, water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(f) Cost of building supplies on hand, at Sponsor's cost, plus sales tax; and

(g) Premiums for transferable insurance policies.

At the time of the closing of title of each Unit to a bona fide Purchaser, such Purchaser shall pay into the Working Capital Fund of the Condominium the sum of $5,000.00.

IDENTITY OF PARTIES

Sponsor:

The Sponsor of the Offering Plan is Henry Atlantic Partners LLC, a New York limited liability company, having offices at 58 Thomas Street, New York, New York 10013. The manager of the Sponsor is Henry Atlantic Manager Remote LLC, a New York limited liability company which is managed by its managers, Mr. Angelo Cosentini and Mr. John Carson. Henry Atlantic Manager, LLC, a New York limited liability company, is a member of the Sponsor, and the members of Henry Atlantic Manager, LLC are AHI 112 Atlantic LLC, a Delaware limited liability company, which is managed by its managers, Mr. Avishy Fisher and Mr. Brian Ezra, who both have a business address at 51 East 12th Street, 7th Floor, New York, New York 10003, and OTL Atlantic LLC, a New York limited liability company, which is managed by Mssrs. Cosentini and Carson, and which entity and individuals have the same business address as the Sponsor. The Sponsor has no prior experience in the sale of cooperatives or condominiums, planned unit development homes or time shares which were first offered within the past five (5) years in the State of New York. Mssrs. Cosentini, Carson, Fisher and Ezra are the principals of the Sponsor.

Mssrs. Fisher and Ezra have been actively involved in the following real estate development projects in the past five (5) years: Atlantic Pacific Development Partners LLC, Sponsor of The 465 Pacific Street Condominium, located at 465 Pacific Street, Brooklyn, New York (CD15-0112).

Mssrs. Cosentini and Carson have been actively involved in the following real estate development projects in the past five (5) years: (i) 637 Hudson Street Associates LLC, Sponsor of Horatio House, located at 637 Hudson Street, New York, New York (CD-06-0292); (ii) Norfolk Hudson, LLC, Sponsor of Blue Condominium, located at 103 Norfolk Street, New York, New York (CD-05-0284); (iii) OTL Renwick LLC, Sponsor of The 22 Renwick Street Condominium, located at 22 Renwick Street, New York, New York (CD-06-0452); and (iv) OTL Avenue C, Sponsor of The Calyx Condominium, located at 189 Avenue C, New York, New York (CD-14-0366).

The principals of the Sponsor are current in all of their monetary obligations under all of the aforementioned condominiums, including any obligations with regard to common charges, and are current in real estate taxes and payments on underlying mortgages, if any, and payments for repairs and improvements promised under each of the respective offering plans. The Sponsor and Mssrs. Cosentini, Carson, Fisher and Ezra do not have any prior felony convictions, nor do they have any bankruptcies, convictions, injunctions or judgments against them.

The Sponsors of the offering plans described above are current in their common charges and other monetary obligations owed to the respective condominiums, and are current in real estate taxes and payments in underlying mortgages, if any, and payments for repairs and improvements promised under the applicable offering plans.

Copies of the Offering Plans for the above projects are available at the office of the Sponsor and at the office of the New York State Attorney General with an office located at 120 Broadway, 23rd Floor, New York, New York 10271.

Selling Agent:

The Selling Agent for the Condominium will be The Corcoran Group, having an address at 660 Madison Avenue, New York, New York 10065. The Selling Agent has no ownership interest in the Sponsor and is compensated on the basis of sales of condominium units at the building.

Attorneys:

The Sponsor's attorneys are Bleckner P.C., 350 Fifth Avenue, Suite 6440, New York, New York 10118 (Tel. No.: 212-279-4490), who have prepared the Plan, the Declaration, the By-laws and the Purchase Agreement. Bleckner P.C. is experienced in the preparation of Offering Plans. The Plan was prepared under the supervision of Martin Shaw, Esq. and Ian Lester, Esq. Bleckner P.C. has read all the printed copy submitted to the Department of Law, but disclaims any responsibility to have made an independent inspection of the building or property or investigation of the information furnished by the Sponsor. The law firm has no financial interest in the Property or the Sponsor, except that it is paid a legal fee for its services.

No separate counsel has been retained to represent the Condominium.

It is suggested and expected that each Purchaser will consult and be represented by his or her own counsel in connection with this Offering.

Architects:

The Sponsor's architect is the firm of BKSK Architects LLP with an office at 28 West 25th Street, 4th Floor New York, New York 10010. The Sponsor's architect has experience in planning and designing all forms of housing in the New York area. The Sponsor's Architect has no ownership or proprietary interest, past or present, in the Sponsor, the Property or the Condominium except to be paid for services rendered in its capacity as Sponsor's architect.

Engineers:

GEA Consulting Engineers provided the Analysis Report of energy consumption and costs, which Report is reproduced in Part II of this Plan. Neither the firm nor its principals has any financial relationship with the Sponsor or the principals of the Sponsor except for being retained to do the analysis contained herein and paid a fee for its services. The firm has an office located at 545 8th Avenue, 11th Floor, New York, New York 10008.

Condominium Budget Expert:

Sponsor has retained Goldin Management, Inc. whose office is located at 25 8th Avenue, Brooklyn, New York 11217. Goldin Management, Inc. has twenty (20) years' experience managing residential, mixed-use properties and rental buildings in City of New York and assisted in reviewing the Projected Budget for First Year of Condominium Operations and provided the certification of budget and the certification of budget and common charges for the commercial unit. Goldin Management, Inc., and its principal, Martin Goldin, are not owned or controlled by sponsor and will be paid a fee its services.

Managing Agent:

The Condominium will enter into a two (2) year Management Agreement with Goldin Management, Inc. with an office at 25 8th Avenue, Brooklyn, New York 11217 to be the managing agent ("Managing Agent") of the Condominium, effective as of the date of the first closing of title to a Unit, at a fee of $1,500 / month.

Real Estate Tax Consultant:

The Mazursky Group, Inc. is a property tax consultant and maintains its offices at 42 Broadway, Suite 1744, New York, New York 10004. Neither the firm nor its principals has any financial relationship with the Sponsor or the principals of the Sponsor except for being retained to do the analysis contained herein and paid a fee for its services.

MANAGEMENT AGREEMENT AND CONTRACTS

The Condominium will enter into a two (2) year Management Agreement with Goldin Management, Inc. ("Goldin Management") with an office at 25 8th Avenue, Brooklyn, New York 11217 to be the managing agent ("Managing Agent") of the Condominium, effective as of the date of the first closing of title to a Unit, at a fee of $1,500 / month. The contract may be extended at the end of the term at the option of the Sponsor. If the Managing Agent wishes to end the contract for any reason, the Managing Agent shall give the Board of Managers sixty (60) days written notice. The Board of Managers may cancel the management contract after the initial two (2) year term only for negligence or malfeasance, in which case the Board of Managers must call a meeting of the Unit Owners to permit the Managing Agent to address the Board of Managers and the Unit Owners in its defense. Upon a vote of seventy five (75%) percent of all Unit Owners approving removal of Goldin Management, the Managing Agent will resign and the Board of Managers will be responsible for the hiring a new managing agent for the Condominium.

All expenses incurred by the Managing Agent in performance of its duties to the Condominium will also be reimbursed to the Managing Agent. See the Budget for the First Year of Condominium Operations (Schedule B). The Management Agreement provides that the books and records held by the Managing Agent shall be returned to the Condominium upon termination. The Management Agreement may not be assigned by either party without the consent of the other. It may be cancelled by either party for cause. The Management Agreement provides that the Condominium shall indemnify the Managing Agent for acts properly performed by the Agent in accordance with the terms of the Management Agreement.

The Managing Agent will, among other things:

(a) cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the Common Elements, all of whom shall be the Condominium's employees;

(b) cause the Common Elements to be maintained in such condition as may be deemed advisable by the Board of Managers, provided that ordinary repairs or alterations involving an expenditure of over $2,500 for any one item which is not part of a previously approved operating or capital budget shall be made only with the prior approval of the Condominium, although emergency repairs, i.e., those immediately necessary for the preservation and safety of the Common Elements or for the safety of Unit Owners or other persons, or required to avoid the suspension of any necessary service to the Property, may be made by the Managing Agent without prior approval irrespective of the cost thereof, but with notice to the Board as soon as practicable thereafter. Notwithstanding the foregoing, the Managing Agent shall not be required to supervise any major capital improvement projects, although it will solicit bids, if requested by the Board;

(c) recommend, and with the approval of the Board of Managers, cause all such acts and things to be done in or about the Common Elements as shall be necessary or desirable to comply with any and all laws, rules and orders or violations affecting the Common Elements, placed thereon by any federal, state or municipal authority having jurisdiction thereover;

(d) enter into contracts for any necessary services and supplies, provided that any such contract having a term longer than two (2) years, or requiring annual payments in excess

of $2,500, must be authorized by the Board of Managers;

(e) check and approve all bills received for services, work, and supplies ordered in connection with maintaining and operating the Common Elements, and pay or cause to be paid all such bills and all water charges, sewer rents and assessments imposed on the Building as and when the same shall become due and payable;

(f) supervise the moving in and out of Unit Owners;

(g) bill or cause to be billed Unit Owners for Common Charges, late charges and other charges, use its best efforts to collect such Common Charges and other charges, and deposit the same promptly into an account approved by the Board of Managers;

(h) consider, and when reasonable, attend to complaints of Unit Owners. If the Managing Agent shall deem any complaint unreasonable, it shall advise the Board of Managers of the complaint and the reason for its opinion that the complaint is unreasonable;

(i) if requested by the Board, carry out required procedures and give required notice as set forth in the Condominium Documents in connection with the exercise of the right of first refusal on proposed sales or leases of Residential Units;

(j) cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to the employment of Condominium employees;

(k) set up and keep in good order a separate, accurate and full set of receipts and disbursements, and maintain files containing all documents pertaining to the Building. Maintain accurate and complete accounting records and a checkbook on the Condominium's bank account;

(l) prepare and send out all letters and reports to members of the Board of Managers as the Board of Managers may request;

(m) attend Board meetings each month and all Unit Owner meetings;

(n) process applications by Residential Unit Owners for consent to alterations; assemble proposed plans and coordinate with the Unit Owner for use of Building services, but without supervising the renovations, at a fee to the Unit Owner, which shall be set by the Board of Managers; and

(o) generally, do all things reasonably deemed necessary or desirable by the Board of Managers for the proper management of the Condominium.

Additionally, the Managing Agent shall receive from every Unit Owner, other than the Sponsor or its designee as Owner of Unsold Units, a fee for processing applications for sale, rental or renewal rental of Units, which shall initially be as follows:

(i) $500 as a processing fee in connection with the sale of units;

(ii) $350 as a processing fee in connection with the rental of units;

(iii) $250 for attending Board meetings in excess of three (3) meetings each calendar year. The Managing Agent is required to attend one annual meeting of the Unit Owners without charge.

In the event after the transfer of control of the Board of Managers to the Unit Owners, the Condominium Board elects to employ a different managing agent or manager of its own choice, any additional cost thereof shall be added to the annual budget and become part of the Common Charges assessed against all of the Unit Owners. No representation is made by the Sponsor as to cost, terms or availability of such management services

Insurance

Prior to the first closing of title to a Residential Unit, the Sponsor will cause the Owner to obtain, on behalf of the Condominium, the insurance coverage described in the footnotes to Schedule B. Insurance will be provided by the Signature Group of Companies with an office located at 950 Franklin Avenue, Garden City, New York 11530. Coverage provides 100% replacement cost and agreed amount endorsement that eliminates co-insurance. Total annual premium is $14,995.00.

Service Contracts

The following service and maintenance contracts, as extended or replaced, will be binding on the Condominium after the first closing of title to a Residential Unit for one year:

Nature of Service	Annual Cost (including tax)
Exterminating	$ 619.59
Sprinkler System	$ 774.98
Fire Extinguisher	$ 253.59
Central Station Monitoring	$15,000.00
Fire Alarm (Protection)	$ 1,549.97
Telephone/Mobile	$ 1,549.97
Total	$24,748.10

REPORTS TO UNIT OWNERS

All Unit Owners will be entitled to receive annually from the Board of Managers of the Condominium, at the expense of the Condominium, copies of the following:

(a) annual financial statements of the Condominium, prepared and certified by independent certified public accountants, to be received within four and one-half (4-1/2) months after the end of the fiscal year;

(b) notices of the holding of the annual meetings of the Unit Owners, to be sent not less than ten (10) days nor more than forty (40) days in advance of the meeting, stating the purposes thereof as well as the time and place where it is to be held; and

(c) a copy of the proposed annual budget of the Condominium, to be received not less than ten (10) days prior to the date set for adoption thereof by the Board of Managers. While the Sponsor is in control of the Condominium, this budget will be certified in accordance with Section 20.4(d) of the Attorney General's Regulations.

DOCUMENTS ON FILE

The Declaration and the By-Laws will be recorded in the New York County officer of the Register of the City of New York prior to the conveyance of title to the first Unit. In addition, a set of floor plans for the Building showing the layout, location and approximate dimensions of the Units and Unit designations, certified by the Real Property Assessment Department of the City of New York as conforming to the official tax lot number for each such Unit, and an Architect's statement required by Section 339-p of Article 9-B of the Real Property Law of the State of New York, certifying that the floor plans fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built, will be filed in said City Register's office.

Pursuant to Section 352-e(9) of the General Business Law, copies of this Offering Plan, all Exhibits or documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan are and will be kept on file at the offices of the Sponsor set forth on the cover page hereof for six (6) years from the first closing of title to a Unit, for examination without charge and copying at a reasonable charge, during normal business hours and upon reasonable notice, by Prospective Purchasers and any person who has purchased a Condominium interest offered by this Plan and who has otherwise participated in this offering.

The Sponsor will deliver to the Board of Managers at the first closing of title to a Unit, a copy of all documents filed with the City Register.

GENERAL

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

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, against the Sponsor, or any person or persons, which might become a lien against the Property or which might materially and adversely affect this offering, the Purchasers of Units, the Property, the Condominium, or the operation thereof or the Sponsor's capacity to perform all its obligations under the Plan.

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

The Sponsor agrees to pay such interest on Deposits as a court may consider just and proper as part of any order granted pursuant to Section 354 of the General Business Law.

No Person other than the respective Purchasers shall have any right or benefit herein or herefrom, including, without limitation, the right to insist upon or enforce against the Sponsor the performance of all or any of the Sponsor's obligations hereunder and no such third Person shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

It is Sponsor's current understanding that the owner of the real property located at 339 Hicks Street, currently occupied, in part, by NYU Langone Medical Center, intends to develop a condominium or condominiums in the future, as well as a medical or medical-related facility.

To the best of Sponsor's knowledge, there are no circumstances which may affect the use or enjoyment of the Property and appurtenances, including, but not limited to, any usage restriction by statute, ordinance or zoning resolution, such as specified occupancy percentage by certified artists, or historic district or landmark designation, unless disclosed elsewhere in the Plan.

To the best of the Sponsor's knowledge the Property has not been the subject of any prior public offering. The Sponsor has not entered into any contracts or agreements and no deposits or advances of funds have been accepted as of the date the Plan is accepted for filing.

In accordance with the provisions of the laws of the State and City of New York, neither the Sponsor nor any Selling Agent engaged by the Sponsor will discriminate against any person because of race, creed, color, sex, disability, marital status, age, ancestry, national origin or any other ground proscribed by law in the sale of Units offered by the Sponsor pursuant to this Plan, or in the leasing of any such Units or any other portion of the Building.

The Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of the Sponsor, Purchasers or prospective Purchasers, without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in case of an uncured default), nor unilaterally change the purchase price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. If there is a substantial amendment to the Plan that materially adversely affects the rights, obligations or liabilities of then existing Purchasers or reduces the undertakings or obligations of the Sponsor, then, except as otherwise provided herein, such Purchasers will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreements by written notice to the Sponsor and be refunded the Deposit made thereunder, with any interest earned thereon, within thirty (30) days after the presentation of the amendment, except the Purchaser will not receive a refund of any funds released for actual work, upgrades or extras authorized by Purchaser. However, such rescission, as to a Purchaser who becomes a tenant of the Building, will be conditioned on the cancellation of any Interim Use and Occupancy Agreement and surrender of possession of his Unit within forty-five (45) days thereafter. Sponsor shall retain such Deposit, and interest, in the case of any Purchaser who is in default under the Purchase Agreement beyond any applicable grace period, but not to exceed ten percent (10%) of the purchase price (together with interest earned thereon, if any and the costs of actual work authorized by Purchaser). Sponsor must comply with the provisions of the Escrow agreement set forth in Part II of the Plan.

All statements and representations made in this Plan with respect to items prepared by others such as the Section of the Plan entitled "The Sponsor's Statement of Specifications or Building Condition" and the Floor Plans of the Building, have been made in reliance upon the respective firms and their authority as experts, as well the opinion letters on energy consumption and costs, on projected real estate tax liability after construction, on real estate tax benefits, which have been reproduced in the Plan.

Unless the context otherwise requires, words used in the singular in Part I of this Plan include the plural and vice versa, a reference to any one gender, masculine, feminine, or neuter, includes the other two, and a reference to both the masculine and/or feminine gender includes the neuter gender.

No person has been authorized to make any statement or representation or furnish any information which is not expressly contained herein. Information, data or representations not contained herein or in the documents or exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

SPONSOR'S STATEMENT OF SPECIFICATIONS OF BUILDING CONDITION

The Sponsor adopts the "Description of Property and Building Condition" (the "Report") set forth in Part II of the Plan prepared by the architectural firm of BKSK Architects, LLP, registered architects in the State of New York, that accurately states the description of the property and the planned renovations and partial new construction as of the date it was prepared subject to being amended as needed, and Sponsor has relied solely on this Report. The Sponsor represents that it does not know of any material defect of need for major repairs except as set forth in the Report.

The proposed number of the Units in the Offering Plan, eight (8) Residential Units and one (1) Commercial Unit, and their uses will be identical to the number of Units and uses for which a Certificate of Occupancy will be obtained upon completion of construction. Sponsor will comply with all laws and regulations concerning the no-lead paint laws. The storage locker facilities in the basement will also be in accordance with the certificate of occupancy.

Dated: New York, New York
February 19, 2016

Henry Atlantic Partners LLC
SPONSOR

PART II

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PURCHASE AGREEMENT

A PURCHASER SIGNING THIS AGREEMENT SHALL BE ENTITLED TO RESCIND THIS AGREEMENT BY DELIVERY OF WRITTEN NOTICE OF RESCISSION TO THE SPONSOR WITHIN SEVEN (7) DAYS AFTER EXECUTION HEREOF IF SUCH PURCHASER HAS NOT BEEN IN POSSESSION OF A COPY OF THE OFFERING PLAN FOR AT LEAST THREE (3) BUSINESS DAYS PRIOR THERETO.

THIS AGREEMENT IS NOT CONDITIONED ON FINANCING.

PURCHASE AGREEMENT (this "Agreement") by and among _____ and _____ (collectively, "Purchaser") and Henry Atlantic Partners LLC ("Sponsor") for Condominium Unit number _____ in the proposed Condominium located at 325 Henry Street, Brooklyn, New York, together with the Unit's ____% undivided interest in the residential common elements ("Residential Common Elements") and the Unit's ____% undivided interest in the general common elements (the "General Common Elements"), which Purchaser agrees to buy and Sponsor agrees to sell as set forth in this Agreement:

1. Purchase Price

A. The "Purchase Price" is: $_____

B. The "Initial Deposit" (10% of the Purchase Price, the receipt of which is acknowledged) is: $_____

C. The "Additional Deposit" (5% of the Purchase Price, together with the Initial Deposit, the "Contract Deposit") is: $_____

D. The "Balance" (to be paid at Closing) is: $_____

2. Definitions

The following terms in this Agreement shall have these meanings:

A. "Attorney for Sponsor" means Bleckner P.C., having an address at 350 Fifth Avenue, Suite 6440, New York, New York 10118; Attention: Ian Lester, Esq. Telephone Number: (212) 279-4490. Fax Number: (212) 279-4495. E-mail address: ilester@blecknerlaw.com.

B. "Attorney for Purchaser" means _____, having an address at _____. Attention: _____, Esq. Telephone number: _____. Facsimile number: _____. E-mail address: _____.

C. "Building" shall mean the building or buildings known as 325 Henry Street, Brooklyn, New York.

D. "Closing Date", "Closing", "closing of title" and similar words are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Agreement, including the payment to Sponsor of the Purchase Price and delivery to Purchaser of the deed transferring ownership to the Unit on the terms set forth in this Agreement.

E. "Condominium" shall mean the 325 Henry Street Condominium.

F. "Declaration" shall mean the Declaration establishing condominium ownership of the Property.

G. "Escrow Agent" shall mean Attorney for Sponsor.

H. "Plan" shall mean the Offering Plan to convert the Property to condominium ownership and any amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

I. "Property" shall mean the Building and the land upon which they are erected.

J. "Selling Agent" shall mean The Corcoran Group, having an address at 660 Madison Avenue, New York, New York 10065. Telephone Number: (212) 355-3550.

All other terms not defined elsewhere herein shall have the meanings ascribed to them below.

3. Plan

Purchaser acknowledges having received and read the Plan at least three (3) full business days' prior to Purchaser's signing this Agreement. The Plan is incorporated in this Agreement with the same force and effect as if set forth herein at length. In the event of any inconsistency or conflict between the provision of this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full opportunity to examine all documents and investigate all statements made in this Agreement and in the Plan.

4. Payment of Purchase Price

A. The balance of the Purchase Price (hereinafter referred to as the "Balance"), due at the Closing, must be paid by official cashier's check or official bank check drawn on a bank that is a member of the New York Clearing House Association, and made payable to the direct order of Sponsor or such other party as Sponsor may designate.

B. Subject to Sponsor's continued obligation to perform all of its obligations under the Offering Plan, including without limitation, its obligations to complete the alterations, obtain the Certificate of Occupancy and guarantee the quality of the work as set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor", Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has

satisfactory performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations expressly stated herein or in the Plan to be performed by Sponsor, prior to, or subsequent to the closing.

C. Purchaser is not required to close title, to pay the Balance or accept title to the Unit unless all of the conditions set forth in the Section "Closing of Title to Individual Units" in Part I of the Plan are met concurrently with, or prior to, the closing.

5. Contract Deposit and other Deposits to be Held in Escrow Account

A. The law firm of Bleckner P.C., with an address at 350 Fifth Avenue, Suite 6440, New York, New York 10118, telephone number (212) 279-4490, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Ian Lester, Esq. and Martin Shaw, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

B. 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 release of the Contract Deposit from escrow.

C. The Escrow Agent has established the escrow account at Signature Bank, located at 565 Fifth Avenue, 12th Floor, New York, New York 10017 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Bleckner P.C. Escrow Account for the 325 Henry Sreet Condominium ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

D. All deposits (including the Contract Deposit) received from Purchaser shall be in the form of checks or wire transfers and shall be made payable to or endorsed by Purchaser to the order of Bleckner P.C. Escrow Account for the 325 Henry Street Condominium, as Escrow Agent.

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

F. Within five (5) business days after this Agreement has been tendered to Escrow Agent along with the Contract Deposit, the Escrow Agent shall sign the Escrow Agreement and place the Contract Deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Contract Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Contract 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.

G. The Escrow Agent is obligated to send notice to Purchaser once the Deposit is placed in the Escrow Account. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Contract Deposit, he or she may cancel this Agreement within ninety (90) days after tender of this Agreement and Contract 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, New York 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 Purchaser.

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

I. Under no circumstances shall Sponsor seek or accept release of the Contract 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 Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

J. The Escrow Agent shall release the Contract Deposit if so directed:

(i) pursuant to terms and conditions set forth in this Agreement to Sponsor upon closing of title to the Unit; or

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

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

If the Escrow Agent is not directed to release the Contract Deposit pursuant to paragraphs (i) through (iii) above, and the Escrow Agent receives a request by either party to release the Contract Deposit, then the Escrow Agent must give both Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Contract Deposit. If the Escrow Agent has not received notice of objection to the release of the Contract 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 Contract Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Contract 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 Contract Deposit contained in the Escrow Account with the clerk of the county where the Building is located and shall give written notice to both parties of such deposit.

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

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

(y) 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.

K. Any provision of the Escrow 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 this Agreement, Plan, or any amendment thereto.

L. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

M. 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).

N. 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.

O. 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.

P. 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 Contract Deposit and this Agreement.

Q. Prior to release of the Contract Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Contract Deposit nor deducted from the Contract Deposit by any financial institution under any circumstance.

R. Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this 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 the obligations set forth in 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.

6. Closing Contingent on Plan Being Declared Effective

The obligations of Purchaser and Sponsor under this Agreement are conditioned upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the terms of the Plan, as same may be amended from time to time. Purchaser understands and agrees that Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter, in certain limited cases set forth in the Plan. The Sponsor shall notify Purchaser, by notice and subsequently duly filed amendment to the Plan, when the Plan becomes effective or is abandoned.

7. Closing Date and Place

A. The closing of title shall occur as set forth in the Plan, and on the date and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days prior to written notice, subject to Purchaser's waiver of such thirty (30) days' notice by execution of the waiver annexed hereto as Exhibit 1. Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If adjourned, Sponsor shall fix a new date and time for title closing and shall give Purchaser not less than ten business days' prior written notice of the new scheduled date and time for closing.

B. The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under Section "Closing of Title to Individual Units" in Part I of the Plan.

8. The Deed

At Closing, Sponsor shall deliver to Purchaser a Bargain and Sale Deed with covenants against grantor's acts, transferring to Purchaser full ownership (fee simple title) to the Unit. The deed shall be substantially in the form reproduced in the Plan and shall be executed and acknowledged by Sponsor in form for recording. Such executed deed shall be delivered immediately to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Purchasers attorney) for recording at the Office of the Register of the City and County, and State of New York. After being recorded, the deed shall be returned to Purchaser.

9. State of Title

Except as otherwise set forth in Paragraph 11 below, legal ownership to the Unit shall be transferred to Purchaser at closing subject only to the liens, encumbrances and title conditions (hereinafter called the "Permitted" Encumbrances") enumerated in Exhibit A to this Agreement. Any other liens, encumbrances, or conditions shall not be an objection to title if: (i) the instrument required to remove it from the record is delivered to the representative of Purchaser's title insurance (or, if none, to Sponsor's attorney) for recording in the proper office, together with the requisite recording or filing fees; or (ii) Purchaser's title insurance company will insure

Purchaser and Purchaser's lending institution against its collection or enforcement out of the Unit.

10. Title Company Approval

Subject to the terms of Paragraph 11 below, Sponsor shall give, and give Purchaser shall accept, such title as All New York Title Agency, Inc. ("All New York") will approve and insure, provided that the only liens, encumbrances and conditions effecting title shall be the Permitted Encumbrances, and further provided that if a title insurance company selected by Purchaser other than All New York or such other title insurance company designated by Sponsor and licensed to do business in New York ("Sponsor's designated title company") refuses to approve and insure title in accordance with the foregoing, and All New York or Sponsor's designated title company delivers its commitment to approve and insure in accordance herewith, then in that event, Purchaser shall accept such title as All New York or Sponsor's designated title company will approve and insure, subject only to Permitted Encumbrances.

11. Sponsor's Inability to Convey Title

In the event that Sponsor is unable to deliver to Purchaser title to the Unit in accordance with the provisions of this Agreement, Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of ½ of 1% of the Purchase Price to render title marketable, and in such case, if Sponsor notifies Purchaser of its refusal to remedy the defect in title and if Purchaser is not in default hereunder, Purchaser shall have the option to (i) take title subject to such title defect (without any abatement in, or credit against, the Purchase Price, or claim or right of action against Sponsor for damages or otherwise), or (ii) terminate this Agreement. If Purchaser elects to terminate this Agreement, Sponsor shall instruct the Escrow Agent to return to Purchaser, within ten (10) days after receipt of Purchaser's termination notice, all monies deposited hereunder, with interest accrued thereon, if any. Upon making such refund, this Agreement shall be null and void and neither party shall have any further rights, obligations or liabilities with respect to the other hereunder or under the Plan. The above option must be exercised by Purchaser in writing sent to Sponsor within ten (10) days after the giving of Sponsor's notice of refusal to remedy the title defect, failure of which shall be conclusively deemed that Purchaser elected the first option above to acquire title subject to the title defect.

12. Closing Adjustments

A. At Closing, Sponsor and Purchaser shall apportion, as midnight of this day preceding the Closing:

(i) Common Charges for the month in which title closes;

(ii) Real Estate Taxes and any escrow for Real Estate Taxes;

(iii) if Purchaser has executed an interim lease for the Unit, rent and other charges due thereunder for the month in which closing takes place based upon a (30) day month.

(iv) if Purchaser fails to close on the Closing Date initially Scheduled by Sponsor, all adjustments (except interim rent, if any) shall be made as of the original closing date. In addition, Purchaser shall pay to Sponsor interest on the full amount of the Purchase Price at the rate of .03% per day each day from and including the original closing date through and including the date of the actual closing of title.

The "Customs in Respect of Title Closings" recommended by the Real Estate Board of New York, Inc., as amended to date. Shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

B. In the even the Unit has not been separately assessed for the then current fiscal tax year at the time of title closing, the apportionment of real estate taxes shall be based on the Unit's pro rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. If the Unit has been separately assessed, but the closing occurs before the tax rate is fixed, then the apportionment of real estate taxes shall be based upon the latest tax rate applied to the most recent assessed valuation.

C. Any errors or omissions in computing apportionments at closing shall be corrected any payment made to the proper party promptly after discovery. This provision shall survive the closing.

D. Installments of tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title.

13. Purchaser's Closing Costs

A. At Closing, Purchaser will pay certain costs in connection with the Purchase of the Unit and the amount of any net credit in favor of Sponsor that may result from the closing apportionments described in the preceding Paragraph 12. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan and are subject to change without prior notices:

(i) If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending on the amount of insurance from a title insurance company other than the company named above or Sponsor's designated title company. Additionally, Sponsor makes no representation or warranty as to the cost, terms or availability of such other title insurance, and in the event Purchaser opts to obtain such other title insurance, the provisions of paragraph 10, above, shall be carefully noted by Purchaser;

(ii) Purchaser will pay a fee for recording the deed and the Unit Owner's Power of Attorney together with a service charge to the title company for such recording; and

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

(a) If required by the mortgage lender, mortgage origination fee of the lender, appraisal and credit investigation fee;

(b) A fee and service charge for recording the mortgage at the same rates give above for recording the deed;

(c) A mortgage recording tax in the amount provided by law (at the date of this Plan the tax is 2.05% of the face amount of the mortgage for loans up to $500,000 and 2.13% for loans in excess of $500,000, less twenty five ($25) dollars (the tax for the Commercial Unit is 2.8%);

(d) To Sponsor, a sum equal to the partial mortgage tax credit to which Purchaser is entitled under Section 339-ee (2) of the New York Condominium Act; however; in no event shall the reimbursement of Sponsor exceed the amount of the mortgage recording tax paid by Purchaser as set forth in the preceding subdivision (ii);

(e) The legal fees of counsel to the lender in connection with such mortgage loan as agreed between Purchaser and the lender;

(f) If required by the lender, a premium for mortgage title insurance insuring the mortgagee's interest in an amount equal to the mortgage loan. The premium for both fees and mortgage title insurance, if ordered simultaneously from Sponsor's designated title company, will vary depending upon the amount of fee and mortgage title insurance requested;

(g) If required by the lender, an escrow for real estate taxes, any assessments and (if separately assessed) water charges and sewer rents in an initial amount and in such monthly sums after closing as is deemed sufficient by the lender; and

(h) Such other charges Purchaser's mortgage lender may require.

(iv) Purchaser will pay to the Condominium one (1) month of common charges for the month following the month in which the Closing occurs.

(v) Purchaser will pay to the Condominium, at the time of closing, an amount equal to two (2) months' common charges towards working capital reserve.

(vi) Purchaser shall pay to Bleckner P.C. the sum of $3,000, which sum represents the attorney fee for services rendered in preparing the Unit Deed, the Power of Attorney and for coordinating and attending the Closing. In the event the Closing is held at a location other than the offices of Bleckner P.C., the attorney fee shall be increased by an additional $750. Should Purchaser fail to close on the date set forth for the original closing of title, Purchaser will pay Bleckner P.C. an additional fee of $500 for its services in attending the adjourned closing. All fees noted herein are cumulative.

(vii) Purchaser shall pay the New York City Real Property Transfer Tax for each Residential Unit, which is currently one (1%) percent of the total consideration where the purchase price is $500,000 or less, but when paid by the purchaser is approximately 1.01% since the shifting of the obligation from the seller to the purchaser is considered to be additional consideration, or at the rate of 1.425% of the purchase price where the price is more than $500,000, but when paid by the purchaser is approximately 1.445% plus a Fifty ($50) dollar

filling fee to the City of New York (the Tax for the Commercial Unit is 2.625% and when paid by purchaser is approximately 2.75%);

(viii) Purchaser shall pay the New York State deed document stamps, currently .4% of the total consideration, but when paid by the purchaser is increased to approximately .4016%.

B. No work can be performed in the Unit by a Purchaser prior to closing, prior to issuance of a permanent certificate of occupancy. If Purchaser wishes to make alteration to the Unit, certain finished may be omitted, but only upon written agreement with Sponsor and only if it will not interfere with obtaining the permanent certificate of occupancy.

C. In addition to those costs and adjustments described in Articles 12 and in this Article 13, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in the Section of the Plan entitled "Closing Costs and Adjustments." All such Closing Costs shall be paid by Purchaser, at Closing, by Purchaser's unendorsed personal certified check or by official bank check, in either event drawn upon a bank that is a member of the New York Clearing House Association.

D. **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the balance of the Purchase Price and to pay, perform or comply with Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel this Agreement or (ii) seek specific performance. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the entire Contract Deposit. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance, then Purchaser shall have thirty (30) days from the giving of notice of Sponsor's election to close title to the Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled under this Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection).

14. No Guarantee of Mortgage

Purchaser hereby acknowledges and agrees that no warranties or representations were made to Purchaser, either in the Plan or by Sponsor or any other person or entity, that Purchaser will be able to obtain financing for the purchase of the Unit from any lending institution. Purchaser hereby agrees that if Purchaser is unable to obtain any such financing, Sponsor shall have no liability to Purchaser for the failure to obtain any such financing.

15. Power of Attorney to Board of Managers

At closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or, if no representative is present, ten to Sponsor's attorney) for recording in the New York City Register's office of the County and State of New York, a power of attorney in favor of the Board of Managers relative to purchasing or leasing of Residential Units and in favor of Sponsor relative to amending the Condominium Documents to the extent permitted in the power of attorney. The power of attorney shall be substantially in the form set forth as Exhibit C in Part II of the Plan. After being recorded, the power of attorney shall be sent to Board of Managers.

16. Certificate of Occupancy

At closing, Sponsor shall deliver to Purchaser a copy of the Certificate of Occupancy for the Unit, whether permanent or temporary. If a permanent Certificate of Occupancy shall not have been issued at the time of the closing, then Sponsor shall be obligated, at its sole cost and expense, to obtain renewals of the temporary Certificate of Occupancy until such time as a permanent Certificate of Occupancy is obtained.

17. Events of Default

A. The following shall constitute "Events of Default" under this Agreement:

(i) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor;

(ii) Purchasers failure to duly sign, notarize and deliver at closing, the power of attorney pursuant to Paragraph 15 above or the New York City transfer tax return pursuant to Paragraph 13 above;

(iii) The failure to pay, perform or observe any of Purchaser's other obligations hereunder, which is not cured within fifteen (15) days after the mailing of written notice specifying the nature of such default.

B. Upon the occurrence of an Event of Default, Sponsor's sole right shall be to cancel this Agreement by sending Purchaser thirty (30) days prior to written notice of its intention to do so. If Sponsor elects to cancel, Purchaser shall have thirty (30) days specified default. Time is of the essence to remedy such default within said thirty (30) day period. If the default is not timely cured, then Sponsor shall have the right to retain, as and for liquidated damages, the Contract Deposit (but in no event to exceed fifteen (15%) percent of the Purchase Price), plus the cost of any special work in the Unit ordered by Purchaser, together with any interest earned thereon (hereinafter called the "Liquidated Sum"), and any sums in excess thereof (together with any interest earned thereon) shall be returned to Purchaser promptly thereafter. Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor, Selling Agent and Escrow Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement has never been made, and without accounting to Purchaser for the proceeds of such sale.

18. Acceptance of the Condition of the Building and the Unit

A. The signing of this Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Property, including the Buildings, the Unit and all necessary machinery, equipment, furnishings, appliances, installations and other personal property contained therein (hereinafter collectively referred to as "Installations"), in their respective existing conditions, subject to Sponsor's obligations to renovate, alter, and construct as set forth in the Plan and the provision of subdivisions, b, c and d of this Paragraph 18.

B. Sponsor warrants and represents that it shall cause its contractors to correct any defects due to improper workmanship or material substantially at variance with the Plans and description contained in the Architects report, provided that Sponsor is notified, in writing by certified mail, within three (3) months of the first occupancy of the Unit of any latent defects and thirty (30) days with respect to any patent defects. Notwithstanding the forgoing, Sponsor shall not be obligated to correct any latent or patent defect covered by any assignable warranties or guaranties, or as otherwise limited as provided for in the Plan.

C. Sponsor will not be responsible for correcting defects in appliances, equipment, or fixtures with respect to which assignable warranties guaranties or other undertakings from manufacturers, suppliers, subcontractors, material men or others are assigned to Purchaser. However, all appliances, equipment and fixtures shall be in working order at the time of closing.

D. Sponsor shall not be responsible for any condition resulting after the closing from normal wear and tear, or natural deterioration, or from the normal settling or shifting of the Building, or for defects of any insubstantial nature, such as, without limitation, nail pops, ridging on sheetrock walls, lumber shrinkage, doors sticking due to weather, or warpage of less than ¼", separations in bathroom tiles or tile grouting, slight separation in kitchen tile or normal plumbing, heating and ventilation (exhaust) noises. Unless notified in writing by Purchaser on or before the Closing for such Unit, Sponsor shall not be responsible with respect to such Unit for paint touch-ups or for repair of chips, mars, breaks or other defects in window sashes, electrical fixtures and globes, kitchen cabinets, countertops, vanity tops and bases, medicine cabinets, doors, bases, mirrors, hardware and appliance cabinets. The Sponsor shall not be liable for consequential damages (whether based on negligence or breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations in this respect shall be to cause its contractors to repair or replace, at its option, any defective items of construction, of set forth in the Statement of Inspection in the form annexed hereto as Exhibit 2 and to be executed by Sponsor and Purchaser at Closing and subject to the terms and conditions of such Statement of Inspection and within the time limit set forth in this Agreement.

19. Possession; Risk of Loss

A. Purchaser shall not be entitled to possession of the Unit until the deed is delivered to Purchaser at closing.

B. All risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit. If Sponsor or (in the

event the Declaration is filed) the Unit owners elect to repair or replace the loss or damage, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Board of Managers to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been substantially repaired as near as is reasonably possible to its condition immediately prior to the casualty, and (ii) it's essential services such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance, or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, and of the Board of Managers, or of other Unit Owners). If such proceeds are paid to Purchaser, Purchaser shall promptly, upon receipt, turn them over to Sponsor. The provisions of the two preceding sentences shall survive the Closing.

C. In the event that Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, or (in the event the Declaration has been filed) the Unit Owners do not resolve to make such repairs or restorations pursuant to the Condominiums By-Laws, this Agreement shall be deemed cancelled and of no further force or effect, and Sponsor shall instruct Escrow Agent to return to Purchaser all sums deposited hereunder, together with interest, whereupon the parties and the Escrow Agent shall be released and discharged from all obligations and liabilities hereunder and under the Plan.

20. No Representation

Purchaser acknowledges that Purchaser has not relied upon any architects plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relation to the description or physical condition of the property, the Building or the Unit, or the size or the dimensions of the Unit, or the rooms therein contained, or any other physical characteristics thereof, the services to be provided to the Unit Owners or the estimated Common Charges and estimated real estate taxes for the Units, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as may be specifically represented herein or in the Plan, Purchaser having relied on Purchasers own examination and investigation thereof. No person has representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans, is accurate and correct, provided the layouts and dimensions conform substantially to such Floor Plans and (b) that Purchaser shall not be relieved of any of Purchasers obligations hereunder by reason of any minor inaccuracy or error. The provisions of this Paragraph 20 shall survive the closing title.

21. Notices

A. Any notice, election, demand, request, letter, consent or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed to the Attorney for Purchaser at the address

given at the beginning of this Agreement with a copy to Purchaser at the address given at the beginning of this Agreement by regular mail, and to the Attorney for Sponsor at the address given at the beginning of this Agreement, with a copy to Sponsor at the address given at the beginning of this Agreement by regular mail. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected, or in the case of mailing, the 3 business days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself.

B. Sponsor hereby designates and empowers both the Selling Agent and Attorney for Sponsor, as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

C. Purchaser hereby designates and empowers the Attorney for Purchaser, as Purchaser's agent to give any notice to Sponsor under this Agreement in Purchaser's name, which notice so given shall have the same force and effect as if given by Purchaser.

22. Broker

Purchaser represents to Sponsor that the Selling Agent is the only broker or sales agent with whom Purchaser has dealt in connection with this transaction. Sponsor represents to Purchaser that to its knowledge, no other broker or sales agent was instrumental in introducing Purchaser to Sponsor. Sponsor agrees to compensate the Selling Agent pursuant to a separate agreement. Purchaser agrees that should any claims be made against Sponsor for commissions by any broker, other than the Selling Agent, on account of any acts of Purchaser or of Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from any and all liabilities and expenses in connection therewith, including (without limitation) reasonable legal fees and disbursements. The provision of this Paragraph 22 shall survive the closing.

23. No Lien; Agreement Subject and Subordinate to Mortgage

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

B. In furtherance, and not in limitation, of Paragraph A of this Section, Purchaser agrees that the provisions of this Agreement are, and shall continue to be, subject and subordinate to the lien of any mortgages heretofore or hereafter made with respect to the Building and any payments or expenses already made or incurred or which hereafter may be made or incurred without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgaged on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property, or portions thereof other than the Unit and its undivided interest in the Common elements, shall not constitute an

objection to title or excuse Purchaser from completing payment of the purchase Price or performing all of Purchaser's other obligation hereunder or be the basis of any claim against or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration and the Unit is released from the lien of such mortgage at closing.

24. Entire Agreement

This Agreement, together with the Plan, as the Plan may be amended from time to time, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understandings and agreements.

25. Agreement May Not Be Assigned

A. Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, which consent may be unreasonably withheld, conditioned or delayed. An assignment would include the transfer of a beneficial interest in an entity that is Purchaser. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. Under no circumstances will Sponsor consent to an assignment of this Agreement in which Purchaser will receive consideration. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall be required to pay Sponsor's attorneys a fee of $750, in advance, for the review of the assignment and assumption agreement. Any purported assignment by Purchaser in violation of this Agreement shall be a default by Purchaser, entitling Sponsor to the remedies set forth in Article 17 hereof, and shall be voidable at the option of Sponsor.

B. Notwithstanding anything to the contrary contained in Paragraph 24, if Purchaser has signed this Agreement in an individual name (and not in the name of an entity), Purchaser shall have a one-time right to assign Purchaser's rights under this Agreement, in whole, but not in part, to an entity "controlled" (as such term is defined below) by Purchaser, (the entity to which the rights are assignable may be a trust, limited liability company or a corporation) or to member(s) of Purchaser's immediate family, provided that (i) Purchaser designates such assignee at least five (5) business days prior to the Closing Date; (ii) Purchaser delivers to Sponsor's counsel a fee in the amount of $750.00 for its services in connection with the review of the assignment and assumption agreement, (iii) the Closing will not be delayed as a result of such assignment, (iv) the assignee of this Agreement assumes in writing, the obligations of Purchaser under this Agreement, (v) the assignment is made without consideration and (vi) the assignee delivers an "affidavit of intent to reside" in the form required by Sponsor. As used in this subparagraph, the term "control" shall mean the control, either directly or indirectly, of at least 51% of the voting shares or equity interests of such assignee, together with the authority to direct and manage the affairs of such assignee, which shall include Purchaser being the managing general partner of such partnership or the principal manager or managing member of such limited liability company. Purchaser shall deliver to Sponsor evidence reasonably satisfactory to Sponsor of who controls the entity. Any obligations of Purchaser may be performed by such assignee, and Sponsor agrees to accept such performance as if it were the performance of Purchaser. No such assignment shall modify Purchaser's obligations hereunder, including

without limitation, the named Purchaser's indemnity obligations contained in this Agreement, reduce or limit any liability or obligation of the named Purchaser who shall remain primarily liable notwithstanding any liability assumed by assignee. Unless Purchaser complies with the provisions of this subparagraph, any purported assignment by Purchaser shall be null and void and of no effect as against Sponsor.

26. Liability of Sponsor

Sponsor shall be excused from performing any obligation or undertaking provided in this Agreement for so long as such performance is prevented, delayed, or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure or transportation, strike lock-out, action of labor unions or any other cause. Sponsor's time to perform such obligation or undertaking shall be extended for the reasonable period for it to perform, following termination of the event for which such performance was excused.

27. Miscellaneous

A. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provision of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

B. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provisions to other person or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

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

D. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State or New York.

E. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of connected with, or related to, this Agreement or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

F. A reference in this Agreement to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

G. The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

H. All prior understandings, agreements, representations and warranties, oral or written, between Sponsor and Purchaser are merged in this Agreement; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement.

I. Neither this Agreement nor any provision thereof may be waived, changed or cancelled except in writing. This Agreement shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this Agreement.

J. The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement and shall not be considered in the interpretation of this Agreement or any provision hereof.

K. This Agreement shall not be binding or effective until duly executed and delivered by Sponsor and Purchaser.

L. Sponsor and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

M. This Agreement is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

N. Sponsor's taxpayer identification number is _____. Purchaser's taxpayer identification number is: _____.

O. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Facsimile, .pdf and photocopy signatures on this Agreement shall have the same force and effect as originals.

28. No Oral Changes

The Agreement cannot be changed or any provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN ADDENDA HERETO OR IN A SEPARATE WRITTEN AGREEMENT BY THE PARTIES.

29. Acceptance of Agreement

A. On or prior to Purchaser's signing and delivering this Agreement, Purchaser shall complete, sign and deliver to the Selling Agent an application for form furnished by Sponsor.

Such application shall be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation binding obligation on either the applicant or Sponsor.

B. The submission of such application or this Agreement to Purchaser does not constitute a binding obligation on either Purchaser or Sponsor. No such binding obligation shall arise until duplicates of this Agreement are executed by, and delivered to, both Purchaser and Sponsor (or Sponsor's duly authorized agent). If within thirty (30) days after the Selling Agent receives this Agreement, a Agreement signed by Sponsor or its authorized selling agent is not sent or delivered to Purchaser, then it shall be deemed rejected and of no force or effect, and all monies paid by Purchaser shall be promptly refunded, without interest. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Sponsor has the right without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, or other ground proscribed by law.

30. Prohibition Against Advertising

A. If Purchaser enters into a contract for the sale of his Unit within one (1) year after the date on which he closed title to the purchase of such Unit from Sponsor, then Purchaser shall pay to Sponsor the "Unit Sale Excess Consideration", as calculated below. The Unit Sale Excess Consideration shall be an amount equal to fifty (50%) percent of the difference between (A) the sale price of the Unit, as set forth in the contract for the sale of the Unit by Purchaser, from which Purchaser, as the seller of the Unit, shall deduct the following expenses in connection with the sale of the Unit: (i) brokerage commissions incurred and paid by Purchaser, as seller of the Unit, but not to exceed, in the aggregate, six (6%) percent of the sale price of the Unit; (ii) transfer taxes imposed by Law on Purchaser, as the seller of the Unit and paid by Purchaser, as the seller of the Unit; (iii) costs incurred and paid by Purchaser to renovate the Unit, provided any such renovation was undertaken in accordance with the terms and conditions set forth in the Condominium Documents, including designer fees and architectural fees, as well as typical hard costs associated with any such renovation; and (iv) reasonable legal fees incurred and paid by Purchaser, as seller of the Unit, but not to exceed $5,000; and (B) the Purchase Price paid by Purchaser to Sponsor, as set forth in this Agreement between Purchaser and Sponsor. By way of example only, if (i) the sale price of the Unit, as set forth in the contract for the sale of the Unit, was $2,000,000; (ii) the Purchase Price paid by Purchaser to Sponsor, as set forth in this Agreement between Purchaser, as seller of the Unit, and Sponsor, was $1,300,000; and (iii) the expenses incurred and paid by Purchaser, as the seller of the Unit, were: (a) brokerage commissions in the amount of $120,000; (b) transfer taxes imposed by Law on Purchaser, as seller of the Unit, in the amount of $36,500; (c) renovation costs in the amount of $85,000; and (d) reasonable legal fees in the amount of $5,000, then the Unit Sale Excess Consideration due and payable to Sponsor, by Purchaser, as the seller of the Unit, would be in the amount of $226,750. The Unit Sale Excess Consideration shall be due and payable by Purchaser to Sponsor on the day on which Purchaser, as the seller of the Unit, closes title to the sale of his Unit. The terms and provisions of this Article 22.1 shall survive the Closing of Title.

B. Prior to the Closing of Title, Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent. In addition, a Purchaser (other than a Purchaser purchasing for such Purchaser's own occupancy or the occupancy of

such Purchaser's Family Members) may not, in any event, advertise, list or sell a Residential Unit acquired from Sponsor for twelve (12) months after acquisition of such Residential Unit (provided however, such limitation shall not apply from after the date Sponsor conveys title to all of the Residential Units.) Any listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser prior to Closing of Title shall be a default by Purchaser, entitling Sponsor to the remedies set forth in Article 17 hereof. Any conveyance in violation of the foregoing prior to Closing of Title will be voidable by Sponsor.

31. Costs of Enforcing and Defending This Agreement

The defaulting party shall be obligated to reimburse the non-defaulting party for any legal fees and disbursements incurred by the non-defaulting party in defending its rights under this Agreement or, in the event a party defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing the default party's obligations hereunder.

32. Limited Warranty

A. SPONSOR MAKES NO HOUSING MERCHANT IMPLIED WARRANTY OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE RESIDENTIAL UNIT(S) COVERED HEREBY AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS PROVIDED IN THE LIMITED WARRANTY ANNEXED TO THIS AGREEMENT AS SCHEDULE D. THE TERMS OF THE LIMITED WARRANTY ARE HEREBY INCORPORATED INTO THIS AGREEMENT AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE THEREOF. PURCHASER HEREBY ACKNOWLEDGES THAT A WRITTEN COPY OF THE TERMS OF THE ANNEXED LIMITED WARRANTY HAVE BEEN PROVIDED BY SPONSOR TO PURCHASER FOR PURCHASER'S EXAMINATION AND THAT A REASONABLE PERIOD OF TIME FOR ITS EXAMINATION BY PURCHASER HAS BEEN AFFORDED TO PURCHASER PRIOR TO THE TIME OF PURCHASER'S EXECUTION OF THIS AGREEMENT. PURCHASER UNDERSTANDS AND ACCEPTS THAT THE WARRANTY ANNEXED TO THIS AGREEMENT WILL BE FULLY EFFECTIVE WITHOUT THE EXECUTION OF ANY OTHER DOCUMENT BY EITHER PURCHASER OR SPONSOR ON THE EARLIER TO OCCUR OF (i) THE DATE THE DEED TO THE RESIDENTIAL UNIT IS DELIVERED TO PURCHASER, OR (ii) THE DATE ANY PERSON COMMENCES OCCUPANCY OF THE UNIT.

B. THE LIMITED WARRANTY IS LIMITED TO AN OBLIGATION TO CORRECT MATERIAL DEFECTS IN THE CONSTRUCTION AND/OR RENOVATION OF THOSE PORTIONS OF THE UNIT WHICH WERE REQUIRED TO BE CONSTRUCTED OR RENOVATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THE LIMITED WARRANTY EXCLUDES DEFECTS IN THE UNIT, IF ANY, WHICH ARE NOT WITHIN THE SCOPE OF THE CONSTRUCTION OR RENOVATION WORK AS SHOWN IN THE PLANS AND SPECIFICATIONS. IN ADDITION, SPONSOR SHALL NOT BE RESPONSIBLE FOR CORRECTING OR REPAIRING ANY DEFECTS IN CONSTRUCTION, RENOVATION OR REHABILITATION (INCLUDING, WITHOUT LIMITATION, DEFECTIVE MATERIALS OR DEFECTIVELY CONSTRUCTED COMPONENTS OR PORTIONS OF THE BUILDING OR UNIT) OR DEFECTS IN THE INSTALLATION OR

OPERATION OF ANY APPLIANCES (INCLUDING, WITHOUT LIMITATION, KITCHEN APPLIANCES), EQUIPMENT OR FIXTURES, TO THE EXTENT COVERED BY ASSIGNABLE WARRANTIES OR OTHER UNDERTAKINGS (HOWEVER DENOTED) FROM MANUFACTURERS, CONTRACTORS, MATERIALMEN, OR OTHERS, WHICH ARE ASSIGNED TO PURCHASER OR THE CONDOMINIUM BOARD.

33. Waiver of Diplomatic or Sovereign Immunity

A. The provisions of this Article shall survive the Closing or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement or the Condominium Documents.

B. If Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to diplomatic or sovereign immunity, Purchaser expressly and voluntarily waives such immunity and consents to any suit, action or proceeding arising out of or relating to this Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents, and hereby designates and authorizes a lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents.

C. If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. Section 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

34. Mortgage Tax Credit

In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the New York Condominium Act, it is specifically understood that such credit shall inure to the benefit of Sponsor. Accordingly, at Closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At the Closing of Title, Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed. Alternatively, Sponsor may require, in its sole discretion, that a Purchaser, who is financing the purchase of the Unit with a purchase money loan secured by a mortgage (the "Purchase Money Mortgage"), must cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchase Money Mortgage as determined by Sponsor. Upon such assignment, the Purchase Money Mortgage will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor will be solely entitled to the benefits of any mortgage tax credit which Purchaser receives as a result of such assignment. Accordingly, at the Closing, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax which would have otherwise been due in connection with the recording of the Purchase Money Mortgage.

35. Confidentiality

Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties' undertaking of confidentiality contained in this Agreement. Any failure by either party to keep the terms and conditions of this Agreement confidential shall be a default by such disclosing party, entitling the non-disclosing party to the remedies set forth in Paragraph 17 of this Agreement and/or legal or equitable remedies.

The parties have executed this Agreement this ____ day of _____, 20__.

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

HENRY ATLANTIC PARTNERS LLC

By: Henry Atlantic Manager Remote LLC, its Manager

By: _____
Name: Angelo Cosentini
Title: Manager

Executed solely for the purpose of accepting the Contract Deposit in escrow, subject to collection, on the terms and conditions set forth in Paragraph 3 of this Agreement.

Bleckner P.C.

By: _____

EXHIBIT 1 to this Agreement

PURCHASER'S WAIVER OF 30-DAY NOTICE TO CLOSE

Re: Condominium Unit No.___ (the "**Unit**")
in the Condominium known as the 325 Henry Street Condominium
located at 325 Henry Street, Brooklyn, New York

The undersigned, Purchaser of the above referenced Unit located at 325 Henry Street, Brooklyn, New York at the 325 Henry Street Condominium acknowledges that notwithstanding its right to a thirty (30) day period to close from the date of notice to close, pursuant to the Plan, as defined in this Agreement, the undersigned waives its right to such 30-days period.

PURCHASER:

By: _____
Name:
Title:

Dated: _____, 201__

EXHIBIT 2 to this Agreement

Statement of Inspection

Re: 325 Henry Street
Brooklyn, New York

Purchaser: _____

Unit No.:_____

Date: _____

I (we) hereby acknowledge that I (we) have purchased this Unit in "As Is" and therefore Sponsor has no obligation to make any repairs or replacements in or to my Unit except for any condition that may be unsafe or in violation of building code. I (we) found the above referenced Unit, its floors, walls, doors, fixtures, appliances, equipment, hardware, and all other general items to be in good and satisfactory condition and acceptable to me (us) except for those matters, if any, expressly noted below and which Sponsor has agreed, at Sponsor's sole discretion, to repair or replace, prior to closing or within a reasonable time thereafter.

Upon completion of work to each open item, if any, listed below, I agree to initial each such item.

ITEMS	DATE & INITIALS
a. Walls: _____	_____
b. Floors:_____	_____
c. Ceilings:_____	_____
d. Windows: _____	_____
e. Electrical Fixtures:_____	_____
f. Painted Surfaces:_____	_____
g. Kitchen Cabinets: _____	_____
h. Appliances:_____	_____
i. Kitchen Sink: _____	_____
j. Medicine Cabinets: _____	_____
k. Vanities:_____	_____
l. Bathroom sinks: _____	_____
m. Water Closet: _____	_____
n. Bathtubs: _____	_____
o. Bathroom tile: _____	_____
p. Other:_____	_____

The undersigned understands and agrees that Sponsor shall not be obligated to make any repairs, adjustments or corrections to the Unit or any portion thereof or fixtures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undersigned, except as to those items (if any) expressly excepted above (and Sponsor's

obligation regarding any such excepted items shall cease upon the completion of the repair, adjustment or correction of same).

Purchaser acknowledges that except as set forth above, Sponsor's work on the Unit is complete. Nothing contained herein shall be construed to excuse Sponsor from its obligations to correct defects in construction to the extent required in the section entitled "Rights and Obligations of Sponsor" contained in the Offering Plan.

I (we) understand that the full Balance of the Purchase Price of the Unit must be paid at Closing under this Agreement, without provision for escrow, notwithstanding Sponsor's obligation to complete or correct the items noted above after the closing

I (we) also agreed that that Sponsor will be excused from completing any excepted items contained herein if: (a) I (we) undertake any repairs or alterations, or improvements in the Unit prior to Sponsor's start or completion of such excepted items; or (b) if I (we) fail to provide access to the Unit to Sponsor, as permitted above, to repair any punch list item, within thirty (30) days of Closing.

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

HENRY ATLANTIC PARTNERS LLC

By: Henry Atlantic Manager Remote LLC, its Manager

By: _____
Name: Angelo Cosentini
Title: Manager

Date: _____

EXHIBIT 3 to this Agreement

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasi-governmental authority having "jurisdiction."

2. Any state of facts which an accurate survey of the Unit would show, provided such state of facts do not render title unmarketable.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Condominium Board of Managers and Sponsor and the Floor Plans, all as may be amended from time to time.

4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Land may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance, repair and replacement of all utility lines, wires, boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building.

6. Encroachments of stoops, areas, cellar steps or doors, trip, copings, retaining walls, bay windows, balconies, cornices, foundations, footings, chutes, drainage and stand pipes, and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

7. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

8. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board of Managers), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installments shall be adjusted at closing).

9. Any encumbrances as to the title insurance company which insures Purchaser's title to the Unit would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes (if the Unit is a Residential Unit) or commercial (if the Unit is a Commercial Unit).

10. Any recorded covenant, restriction, reservation, agreement, assessment and encumbrance against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling or commercial purposes.

11. Any lease covering, or tenancy or occupancy or use of, the Unit and the rights of such tenant(s) and occupant(s), if any, under applicable law.

12. Any violations against the Property (other than the Unit's) which are the obligation of the Condominium Board of Managers or another Unit Owner to correct.

13. Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring Purchaser's title to the Unit.

14. Projections over by trim, stand pipe, marquee, and air conditioners.

Policy will except any state of facts an accurate survey of the Unit would show, however, policy will insure that any encroachments of a portion of the Unit structure upon other Units or upon the common elements may remain undisturbed as long as same shall stand.

FORM OF RESIDENTIAL CONDOMINIUM UNIT DEED

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RESIDENTIAL CONDOMINIUM UNIT DEED

TO THE

325 HENRY STREET CONDOMINIUM

UNIT __

Located At:
325 HENRY STREET
BROOKLYN, NEW YORK 11201

Record and Return to:

Purchaser's Attorney
_____
_____
_____

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CONDOMINIUM UNIT DEED

THIS INDENTURE, made the ___ day of _____, 201_, between **325 HENRY ATLANTIC PARTNERS LLC,** with offices located at 58 Thomas Street, New York, New York 10013 (hereinafter referred to as "Grantor") and **PURCHASER**, with an address at _____, New York 1_____ (hereinafter referred to as "Grantee").

W I T N E S S E T H:

That Grantor, in consideration of Ten Dollars ($10) and other good and valuable consideration, paid by Grantee, does hereby grant and release unto Grantee, and the heirs or successors and assigns of Grantee, forever:

The Condominium Unit known as Unit ____ (the "Unit") together with a ___% undivided interest in the common elements of the 325 Henry Street Condominium, also known by the street number 325 Henry Street, County of Kings, City and State of New York, said Unit being designated and described by the above unit number in the Declaration establishing a plan for Condominium ownership of the condominium property under the Condominium Act of the State of New York, as amended (Article 9 of the Real Property Law of the State of New York) dated Month/Day, 201_ and recorded in the New York County Office of the Register of the City of New York (the "Register's Office") on Month/Day, 201_ as CRFN #_____.

The Land on which the Building containing the Unit is located is bounded and described as on Schedule "A" annexed hereto, as amended to correct the legal description of the Property and recorded at the Register's Office on July 29, 2014 as CRFN #2014000250426.

The Unit is also designated as Tax Lot __ in Block 185 of Section 3 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by BKSK Architects LLP on _____ and filed with the Real Property Assessment Department of The City of New York on _____, ___, as Condominium Plan No. _____and also filed in the Register's Office on_____, ___, as Condominium Map No. _____.

TOGETHER with an undivided ____% interest in the Common Elements (as such term is defined in the Declaration);

TOGETHER with, and subject to the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of 325 Henry Street Condominium, as amended, and may be further amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind the person having at any time interest or estate in the Unit, as though recited and stipulated at length herein;

SUBJECT also to such liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property");

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

If any provisions of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 18 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium's Board of Managers (as such term is defined in the Declaration) a Residential Unit is intended for residential purposes only.

Grantor covenants that Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the declaration, as amended, and the By-Laws (any Rules and Regulations adopted under the By-Laws).

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvements of the Property 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 purposes.

Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the party of the first part.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

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SIGNATURE PAGE FOLLOWS

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

GRANTEE:

By: _____
Name:
Title:

GRANTOR:
HENRY ATLANTIC PARTNERS LLC

By: Henry Atlantic Manager Remote LLC, its Manager

By: _____
Name: Angelo Cosentini
Title: Manager

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

On the ___ day of _____ in the year 201_, before me, the undersigned, personally appeared_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ___ day of _____ in the year 201_, before me, the undersigned, personally appeared_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE A

DESCRIPTION OF LAND

ALL that certain tract or parcel of land situated in Borough of Brooklyn, County of Kings, City and State of New York, more particularly described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Atlantic Avenue with the easterly side of Henry Street as widened;

RUNNING thence easterly along the southerly side of Atlantic Avenue, 97 feet 4 inches to a point opposite the center of a party wall;

THENCE southerly parallel with Henry Street and part of the distance through said party wall, 80 feet;

THENCE westerly parallel with Atlantic Avenue, 97 feet 4 inches to the easterly side of Henry Street; and

THENCE northerly along the easterly side of Henry Street, 80 feet to the corner, the point or place of BEGINNING.

POWER OF ATTORNEY

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325 HENRY STREET CONDOMINIUM

Located at
325 Henry Street
Brooklyn, New York 11201

UNIT OWNER'S POWER OF ATTORNEY

RESIDENTIAL CONDOMINIUM UNIT NO.___

Block ___

Return to:

Bleckner P.C.
350 Fifth Avenue
Suite 6440
New York, New York 10118
Attn: Ian Lester, Esq.

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POWER OF ATTORNEY

The undersigned, _____, residing at 325 Henry Street, Brooklyn, New York, the Owner of Condominium Unit (hereinafter referred to the "Undersigned's Unit") known as Unit No. ___ located at 325 Henry Street, Brooklyn, New York said Unit being designated and described as Unit No. ___ in the Declaration of the 325 Henry Street Condominium (hereinafter referred to the "Condominium") and also designated as Tax Lot __ in Block __ of the City of New York on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, does hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium's Board of Managers true and lawful attorneys- names, as members of the Board of Managers or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners' respective Common Interests, subject to the provisions of the By-Laws then in effect (1) (a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, or lease the same; (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of paragraph (c) of Section 6.2 of the By-Laws; (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to present; and (2) to 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 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 (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; and (3) to contest the assessed valuation allocated to the Unit or the Property on behalf of any Unit Owner and to settle such contest on such terms as the Board of Managers deems appropriate.

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

The Undersigned does hereby irrevocably nominate, constitute and appoint (until such date as the Sponsor or its designee no longer owns any Unsold Units under the Plan) Henry Atlantic Partners LLC (hereinafter referred to as "Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units, resulting therefrom, made by Sponsor or its designee in accordance with Article 10 of the Declaration, or (2) shall be required by (a) an Institutional lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (by any governmental agency having regulatory jurisdiction over the Condominium, or (b) 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) or (2) of this paragraph shall not (i) change the Common

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

IN WITNESS WHEREOF, the Undersigned has executed this Unit Owner's Power of Attorney as of this __ day of _____, 201__

_____

_____

DESCRIPTION OF PROPERTY AND BUILDING CONDITION

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The 325 Henry Street Condominium
325 Henry Street
Brooklyn, NEW YORK
May 19, 2016

The report that follows is intended to outline generally the nature of the work, materials and equipment to indicate the contemplated character of the building.

(a) Location and Use of Property

(1) The property is located in the borough of Brooklyn, City of New York. The property is located at 325 Henry Street on the corner of Atlantic Avenue and Henry Street. The condominium is named the 325 Henry Street Condominium The zip code of the building is 11201.

(2) The building is situated on Block No.: 285, Lot No. 6. Upon completion of construction, each residential unit will have an individual tax lot designation.

(3) Based on a survey prepared by Montrose Surveying, PC, dated May 14, 2014, the approximate Lot Area is 7,787 square feet. After development, there will be no residual residential or commercial development rights.

(4) The Legal uses proposed will be as per the pending Department of Buildings Application. The proposed uses are general residential and commercial. Uses permitted as-of-right within the R6 district include use groups 1 and 2 (single – and multiple-family residences). Use group 6, commercial, has been approved by the New York City Board of Standards and Appeals per Calendar No. 258-14-BZ, September 18, 2015. The commercial uses allowed within Use Group 6 of the Zoning Regulation consist primarily of retail stores and personal service establishments or offices. Examples of such uses include restaurants, retail stores, art galleries, banks, barbershops, tailors, dry cleaners and professional offices. With these approvals the property and proposed use will comply with all zoning and use requirements.

(5) The completed project will comply with the requirements of the 2008 NYC Building Code, providing Handicapped Accessibility to the buildings' common elements and an accessible path to all units.

(6) The building is located in the Cobble Hill Historic district and has received a Certificate of Appropriateness from the Landmarks and Preservation Commission, dated December 16, 2014.

(7) Per Zoning Map 16C, the site is within a limited height district. The height limit of the building is 50'-0"

(b) Status of Construction

(1) The project site currently contains a gas station which will be demolished in its entirety to construct the building. JZN Engineering has performed test Borings and Soil analysis per report dated October 13, 2014. See subsection E for the results of such analysis.

(2) The class of construction of the new buildings will be Class 1B non-combustible, 2 hour protected. The building will conform to all applicable regulations of the Building Code of the City of New York, effective July 1, 2008 ("2008 Building Code", or "the Code"). The plans are currently under review by the NYC Department of Buildings under New Building application number 320626505. This application was submitted September 9, 2014.

(3) Certificate of Occupancy: After completion of construction, the Developer will apply for a Certificate of Occupancy (preceded, if appropriate, by temporary Certificates of Occupancy) for the Building from the Department of Buildings of the City of New York. A temporary Certificate of Occupancy will be obtained prior to the closing of the first residential unit. Final work in public spaces and plantings may not be in place at time of temporary Certificates of Occupancy. The Sponsor anticipates that a Permanent Certificate of Occupancy will be issued for the Buildings within 2 years after the First Closing.

(4) The building can most generally be described as a 4-story plus bulkheads, plus cellar, cast-in-place concrete structure with masonry and EIFS cladding.

The project is more specifically described in outline form in this report. This report is based on a visual inspection of the premises, and a review of the construction documents prepared by BKSK Architects, LLP, currently under review by the NYC Department of Buildings under New Building application number 320626505.

Construction will commence in November 2015, and the developer anticipates completion by August 2017, unless delayed by weather, strikes, lockouts, acts of God, shortages of or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements or any other cause over which the Developer has no control.

325 Henry Street is a Quality Housing development and as such will comply with chapter 28 of the Zoning Resolution of New York City. The Quality Housing Program consists of four components; neighborhood impact, building interior, recreation space and planting, and safety and security. The neighborhood impact component controls the bulk massing of the building in conjunction with the Zoning restriction of 50'-0" in height; pending DOB and BSA approvals, 325 Henry Street complies with these bulk regulations. The building interior component sets a minimum size of a dwelling unit, and mandates refuse storage and disposal systems. The recreation and planting component establishes minimum space standards for indoor and outdoor recreation space and requires street tree planting. Due to the building having less than 9 dwelling units, recreation space is not required and has not been provided. The safety and security component encourages fewer dwelling units per corridor, in the case of 325 Henry Street, there are 3 units maximum per corridor. All Quality Housing requirements are met by the design of 325 Henry Street.

(c) Site

(1) Size: Based on a survey prepared by Montrose Surveying, PC, dated May 14, 2014, the approximate Lot Area is 7,787 square feet. The site is 80'-0" x 97'0-4".

(2) Number of Buildings and Use: The proposed development will consist of one building which is a mixed-use, commercial and residential building.

(3) Sidewalks and Streets:

(i) A new poured concrete sidewalk is proposed outside the property line. Existing Concrete sidewalks and curb cuts will be removed and replaced. The sidewalk shall be new, free of tripping hazards and ponding. It is designed to be built to comply with NYC

DOT's / Local Laws and ADA requirements. The condominium will be responsible for maintaining the sidewalk as per NYC's / LL's regulations. All sidewalks will comply with the requirements of the New York City Highways, Buildings, and Fire Departments.

(ii) There will be 7 new sidewalk trees required per Quality Housing regulations and these will be installed in tree pits in compliance with NYC Department of Parks and Recreation regulations. Due to site conditions, 3 of these trees will be planted on-site and planting of the 4 additional trees off-site will be made through the Department of Parks Tree Fund.

(iii) The existing street pavements of Atlantic Avenue and Henry Street consist of asphalt with concrete and steel faced curbs. There are no changes to street paving or drainage anticipated for this project. A new curb cut will be installed at the entrance to the automated parking drop-off area and comply with NYC DOT requirements.

(iv) Atlantic Avenue and Henry Street are presently pitched to drain through existing catch basins into the New York City storm water drainage system.

(v) Present New York City street lighting is provided by pole mounted mercury-vapor fixtures, which appear to be in good condition.

(vi.) Site Interior: There are no interior streets, or sidewalks on the site.

(d) Utilities

(1) The buildings will be connected to the water supply and the combined sewer provided by the City of New York. Water will be provided by 2 water services to the buildings; a 3" domestic water supply and a 6" fire service entering from Atlantic Avenue. The water service to the building will be metered separately for the residential units and the commercial space(s). Sanitary and storm lines will exit from Atlantic Avenue. Sewer mains located below grade on Atlantic Avenue are serviced and maintained by the City of New York.

(2) Gas will be provided by National Grid and will be collectively metered for all residential units. Residential and building (House) gas will be separately metered. There will be three (3) gas meters: one for Domestic hot water, one for domestic cooking gas for residential units, one for common HVAC units, with provisions provided for three additional meters for future commercial tenants. Gas service to the building will be from Atlantic Avenue.

(3) Electrical service will be provided by Con Edison. Each residential unit will be separately metered, and a separate meter will be provided for the House electrical loads. The residential portions of the buildings will be wired for telephone and cable television. It will be a residential unit owner's obligation to purchase telephones and arrange for telephone and cable services for his or her unit. Each commercial space will be metered separately.

(e) Sub-soil Conditions

(1) JZN Engineering, PC has performed test Borings and Soil analysis per and prepared a geotechnical report dated October 13, 2014 presenting the results of an investigation consisting of test borings and test pits. The structural engineer has designed footings and foundations that take into account the recommendations of these evaluations.

(2) The soils report mentioned above indicates the presence of ground water at depths approximately 49'-6" below grade. The cellar level of the building will be 12'-0" below grade.

The site is not within a FEMA flood zone.

The final grade will slope away from the building.

(f) Landscaping & Enclosures

There will be private terraces at the rear of the building on the 2nd floor and on the main roof. The landscaping materials on the private terraces will include pavers. Balconies at the rear of the building will be located on the third and fourth floors and landscaping materials will include pavers.

(1) Grass Cover- There will be no grass cover.

(2) Plantings- There will be no plantings.

(3) Trees- Street trees size and species shall be as determined by NYC Department of Parks and Recreation. Tree pits shall be per NYC DOT requirements and shall receive granite unit border treatment.

(4) Fencing- Separating the second floor and rooftop private terraces will be wood or metal dividing fence to a total height of 6'-0" above the roof pavers.

(5) Gates- There will be no gates.

(6) Garden Walls- There will be no garden walls.

(7) Retaining Walls- There will be no retaining walls.

(8) Display pools and fountains- There will be no display pools or fountains.

(g) Building Size

(1) The height of the building will be approximately 50'-0" above the sidewalk elevation at the corner of the property at Atlantic Avenue and Henry Street. The total gross floor area of the building, including the cellar, is approximately 32,929 square feet. Due to its height, 325 Henry Street will not be subject to Local Law 11/98.

(2) There will be a full cellar with floor-to-ceiling heights which will vary between approximately 8'-10" and 11'-2".

(3) A common core containing one elevator, two egress stairs, and a trash chute, occurs on all floors in the building from first floor thru the penthouse. The two egress stairs terminate at the roof level. Separate egress stairs serve the cellar level. The elevator also provides service to the cellar.

(4) Exclusive of dropped ceiling areas at kitchens, bathrooms, halls, soffits, MEPS mechanical equipment including ducts and plumbing elements, and structural offsets and boxed-out structural beams, ceiling heights in residential units on the second and third floors vary between approximately 8'-2"and 9'-8" and the ceiling heights in residential units located on the fourth floor vary between approximately 8'-2" and 10'-2".

(5) Equipment Rooms: The elevator machine room is located at the cellar. Mechanical equipment rooms are located within the cellar and at the roof level. There is no Emergency Generator requirement per the Code.

(6) Parapets: The second floor terrace and main roof will have a parapet or railing, each of which will be a minimum of 3'-6" in height above the top of the roof. The elevator and stair bulkheads will have a parapet and/or gravel stop of 0'-6".

(h) Structural System:

The building's structural system is cast-in-place reinforced concrete columns and floor slabs. The buildings' foundations, including column footings, will be cast-in-place reinforced concrete. The

buildings' floor slabs and roof slab will be cast in place concrete. The balconies will be thermally broken from the building floor slabs. 325 Henry Street will be of Non-Combustible construction with a minimum of 2 hr. Fire Rating for all structural members. The new building's interior demising walls separating units from core elements will be 2-hour fire rated. The trash room in the cellar will have a 3 hour rated construction.

Sound Seal Impacta wood flooring acoustic adhesive or approved equal will be used as typical floor underlayment in the residential units for the purpose of sound insulation and impact noise insulation. A 3½"-6" thermafiber sound attenuation blanket or approved equal will be used on demising walls between units on a single floor for the purpose of sound insulation. The parking drop-off will have an acoustical ceiling and a vibration separation between wall structure and ceiling.

No sub-grade drainage system is provided for the foundation of the building. Foundation walls will have 32 mil adhesive coated HDPE sheet or approved equal. Foundation slab will have 46 mil adhesive coated HDPE sheet or approved equal.

(1)Exterior of buildings:

The North and West façades will be finished with brick, aluminum and glass windows and window wall, and insulated slab edge covers. The exposed areas of the south and east lot line walls will be clad with brick or stucco on concrete masonry units. The south lotline wall will have aluminum and glass windows at the fourth floor. The windows are subject to Lotline Window Declaration. The north and west facades of the courtyard walls will be stucco on concrete masonry units with aluminum and glass windows.

All exterior walls have been designed to have a continuous air and water barrier membrane on the outside face of masonry backup or stud construction.

The aluminum and glass system described above for the north and west façades will be comprised of doors, casement windows, fixed windows, and spandrel slab covers. The window system will utilize thermally broken, insulated glass window units. The spandrel slab covers will be an insulated metal panel.

The aluminum and glass system described above for the north and west façades of the courtyard will be comprised of doors, casement and fixed windows. The window system will utilize thermally broken, insulated glass window units.

The private stair bulkheads from the 4th floor up to the private roof terraces are glass are comprised of aluminum and glass windows and doors as well as with as insulated concrete masonry unit walls with stucco finish.

The glass and aluminum systems for the residential units will be by Wausau Windows or equal. NYC Code mandated Light and Air requirements will be met for the residential windows.

Both the north and west facades at the ground floor will have aluminum and glass window wall, with a stone base below the windows. Entrance doors to the commercial spaces will be aluminum and glass. The entrance doors and windows at the residential lobby will be aluminum and glass doors. The masonry piers between the windows at the ground floor will be clad with brick. The parking drop-off entrance will be an aluminum and glass overhead rolling door, by Clopay or equal.

The windows shall be professionally installed and caulked per the manufacture's specifications.

The egress stairs and vestibule, elevator bulkhead, mechanical bulkhead at the main roof stairs will be clad with stucco.

Window Warranty: Contractor's one-year warranty on all installed systems. Ten (10) year warranty on insulated glass units from the manufacturer.

There are Lot-Line Windows in this project at the fourth floor on the south façade in Unit PH-A. All lot line windows shall be protected by a sprinkler head inside the building above each window. Lotline windows are a Special Risk of this Offering, as there is the theoretical possibility of the adjacent neighboring building to the south being altered or replaced with a building that blocks these windows.

Masonry veneered exterior walls (street walls) will consist of the following:

- 4" nominal facebrick
- 2 inch air space
- 4" rigid insulation
- 6" concrete masonry unit or metal stud with exterior sheathing
- ½" air space
- 3 5/8" metal stud
- 5/8" painted gypsum wallboard

Continuous R-value of 22.4, (.045 U value) and total R-value of 27.2 (.037 U value)

Or:

- 4" nominal facebrick
- 2 inch air space
- 4" rigid insulation
- ½" exterior sheathing
- 6" metal stud w R/19 insulation
- 5/8" painted gypsum wallboard

Continuous R-value of 22.4, (.045 U value) and total R-value of 32.91 (.030 U value)

Stucco clad exterior walls will consist of the following:

- EIFS finish on:
- 4" rigid insulation
- 3/8" drainage mat
- 6" concrete masonry unit
- 3 5/8" metal stud
- 5/8" painted gypsum wallboard

Continuous R-value of 22.4, (.045 U value) total R-value of 26.31 (.023 U value)

Or:

- EIFS finish on:
- 4" rigid insulation
- 3/8" drainage mat
- ½" exterior sheathing
- 6" metal stud w R/19 insulation
- 5/8" painted gypsum wallboard

Continuous R-value of 22.4, (.045 U value) total R-value of 31.47 (.032 U value)

b) Residential Windows: Window openings will be furnished with insulated, double glazed inswing casement and fixed aluminum windows. Insulating glass units will be clear, with Low-E coating on the second surface. Windows shall be thermally broken.

c) Commercial Windows: Window openings will be furnished with insulated, double glazed fixed aluminum windows. Insulating glass units will be clear, with Low-E coating on the second surface. Windows shall be thermally broken.

iii) Landmark status: The building is located in the Cobble Hill Historic district and has received a Certificate of Appropriateness from the Landmarks and Preservation Commission, dated December 16, 2014. Any alterations to the exterior of the building will require approval from the Landmarks Preservation Commission.

2. Parapets and Coping: All railings and/or parapets will be at least 42" above the adjacent walkable surface. The top surfaces of parapets will be protected by sheet metal or cast stone copings. Parapets will be concrete masonry or cast-in-place concrete with brick or EIFS veneer.

3. Chimneys and Caps:
   (i) The building will have a refuse chute of heavy gauge steel adjacent to the elevator shaft serving all residential units will be enclosed by 2-hour fire rated wall construction. The refuse shaft will extend from the cellar to the bulkhead roof, and will terminate in the cellar in a trash storage room enclosed by 3-hour construction.
   (ii) The hot water heaters will vent through a flue from the mechanical room at the main roof that will extend to the bulkhead roof.
   (iiI) There are no chimneys in the building.

4. Balconies and Terraces:
   (i) Deck finish at terraces will be 2" thick, concrete pavers on pedestals or shims and gravel.
   (ii) All balconies and terraces will be enclosed with a painted metal rail to a height of approximately 3'-6". Railings are designed so as not to be used as ladders by children. All exterior metal shall have painted finish.
   (iii) Balcony floor (terrace extension) construction on the south facing and east facing elevations of the courtyard will be cast in place concrete, thermally separated from the

building slabs. Perimeter steel drip edges will be provided on these balconies. Guardrails will be galvanized steel, painted. Balconies shall remain open as-built.

(iv) Terrace doors will be aluminum frame integral to the window wall system with insulated glass units. The glass and aluminum system will utilize thermally broken, insulated glass units by Wausau Windows or equal.

(v) Terrace / Area drains will be installed on all terraces.

5. Exterior Entrances:

(i) Exterior Doors: The building will have one primary residential entrance located on Henry Street, plus three fire egress doors. Two of the egress doors are located on Henry Street and one is located on Atlantic Avenue. The egress door on Henry Street shall serve as the primary access to the bicycle storage room. There will be three entrance doors for commercial space(s) at the ground floor of Atlantic Avenue.

The entrance to the drop-off area of the automated parking system will be located at Henry Street.

Storm water is designed to be captured by the marquee above the residential entry doors on Henry Street and the marquee will be pipe drained to within the building. Atlantic Avenue and Henry Street will have sidewalks sloped to drain to the street. All exterior entrances are designed to be free of tripping hazards. Exterior residential entrance doors shall be installed with heavy duty hardware and come with a 10 year warranty. Exterior entrance doors to the commercial spaces shall be by Wausau or equal, with heavy duty commercial hardware and come with a 2 warranty. All exterior metals and fasteners are corrosion resistant.

(ii) Residential Entry door hardware: The residential entry doors will be furnished with entrance locks that engage electric strikes and will be furnished with an entrance lock that engages an electric strike controlled by an intercom device within the eight residential units.

(iii) The entrance door to the automatic parking system shall be operated via remote control access from the exterior.

(iv) The egress stair door on Atlantic Avenue and the south egress door on Henry Street shall be painted steel egress doors. The north egress door adjacent to the main residential entrance on Henry Street shall be aluminum and glass.

(v) Vestibule doors and frames: An entry lobby / vestibule of aluminum and glass will be provided to separate the building entry from the rest of the building interior.

(vi) Exterior Entry Stairs: none.

(vii) Mail Boxes: Mail is to be placed in government-approved individual mailboxes located in a vestibule adjacent to the residential lobby.

(vii) Exterior lighting will be provided at the residential exterior entrance, at the underside of the marquis, and at the egress doors in compliance with New York State Multiple Dwelling Law. Surface mounted exterior lighting will be provided at private balconies and terraces.

6. Service Entrances: There will be one service entrance at the south end of the Henry Street façade which also serves as an egress door. This will also serve as access to the bicycle storage room. The service entrance is a single painted steel door and frame with heavy duty self-closing hardware and lock. There will be adequate overhead lighting at the service entrance. The sidewalk at the service door will be sloped to drain toward the street.

7. Roof and Roof Structures

(i) Roof Construction:

(a) The roof system will be a cold fluid applied membrane or equal installed over concrete deck and with drainage board and rigid insulation above, protected by pavers on pedestals, or gravel ballast, or a green roofing system. Cold fluid applied membrane to be manufactured by Siplas, or Kemper, or approved equal.

(b) Roof construction will be as follows:

- Precast pavers on pedestals
- Filter fabric
- rigid insulation R-value of 5 per inch.
- drainage mat
- Waterproof membrane
- concrete roof slab

Average R-value: 30

(c) Roof Surface Finish: concrete pavers and gravel

(d) Roof expected Useful Life: 10 years, with a manufacturer's 10 year warranty for materials and labor. Warranty issued by installer to commence upon date of substantial completion of roof.

(e) Flashing Material: Stainless steel or reinforced fabric base and counter flashing.

(f) All exterior metals including fasteners shall be corrosion resistant.

(g) Parapet Finishes: Interior surfaces of parapets will be finished with fluid applied waterproofing or equal.

(ii)Drains:

(a) There will be 3 main and 3 overflow drains on the main roof, 2 main drains and 2 overflow drains on the second floor terrace, one drain on the entrance canopy, and 1 drain on the bulkhead roof with overflow scupper to main roof below. All drains are controlled flow drains and will provide the required storm water retention at the roofs and roof terraces. Storm water will be delivered into the combined sewer system that services the sanitary and roof drainage needs of the new buildings. Street drainage outside the site is collected in existing catch basins which discharge into the New York City sewer and storm system mains. Storm water leaders are all inside the buildings, and are to be cast iron.

(b) Metal gutter will be provided at entrance canopy and tied into drain connected to storm water leader.

iii) Skylights: no skylights will be provided

iv) Bulkheads:

(a) Egress Stair Bulkhead: Cast-in-place painted concrete stairs, within a concrete block enclosure, stucco exterior finish.

(b) Elevator Stair bulkhead will be within a concrete block enclosure, stucco exterior finish.

Coping is 11'-6 1/2" above the roof slab. A galvanized steel smoke vent on tied to the building fire alarm system will be provided.

(c) Architectural Stair Bulkhead on the roof providing access from two fourth floor apartments to private roof terraces: wood treads on steel structure, within a concrete block enclosure, stucco exterior finish. Aluminum and insulated glass doors and fixed windows.

(d) Access to the bulkhead roof is provided by painted metal ladder with safety cage.

(v) Metal Work at Roof Level

(a) Railings: See description of Parapets/Roof Railings (Section G-7).

(b) New steel dunnage or concrete pads or acoustic curbs at the main roof will be provided for mechanical equipment as required. Dunnage will be painted with high performance Tnemec 2-coat primer and a top coat, or an EnviroSpec DTM acrylic coating primer with 2 coats of SW EnviroSpec Aquaclad Water based alkyd or equal.

(vi) Roof Top Facilities:

(a) There will also be 2 private roof terrace areas, for areas and dimensions refer to roof plan drawing. By code no portion of roof is required to be publicly accessible, and thus roof is code compliant. Also on the roof are mechanical areas for both the residential units and commercial space(s). Rooftop mounted mechanical equipment will be mounted with isolation pads on steel dunnage or acoustic curbs to address vibration and noise issues.

8. Fire escapes: None.

9. Yards and Courts:

(i) Private terrace at second floor in the southeast corner of the site is for the use of second floor rear apartment residents. The private terraces will be paved with 24" x 24" pavers and gravel. Controlled-flow drains control storm water entry into the city sewer system from paved areas only. Exterior entrances are designed to be free of tripping hazards. Yard will be enclosed with parapets of minimum height 3'-6"

10. Interior Stairs:

(i.) Egress Stairs: A cast-in-place concrete stair adjacent to the elevator lobby will provide fire egress. One stair will extend from roof to ground floor and the other will extend from the cellar to the roof. Both will provide egress at the ground level, and one stair will be separated from stair coming up from the cellar with a fire-rated door. One additional stair will provide egress from the cellar. The landings, treads, and risers will be painted. The stair enclosure will be concrete block, cast-in-place concrete and gypsum drywall. The concrete and block surfaces will be skim coated with plaster and painted. Handrails and guardrails will be painted steel.

(ii.) Penthouse house units will have stairs to roof terraces. Stairs will be metal tube stringers, bent plate treads with wood finish, and painted metal and wood railings.

11. Interior Doors and Frames:

(i) All new doors and frames to Service Areas and Public Corridors shall be painted hollow metal and will meet the New York City Building Code requirements, including being 90 minute fire rated. Any door requiring a fire rating must be labeled. The unit doors to intervening public corridor shall be fire rated wood doors. The unit interior doors shall be solid core wood stile and rail doors, or equal, with painted wood frames. Interior solid core wood doors shall have a warranty in which manufacturer agrees to repair or replace doors that are defective in materials or workmanship, and shall include repair or replacement of defective doors for 10 years after substantial completion.

(ii) Stair Doors and Frames: All doors and frames leading to fire stairs or refuse chute room shall be painted hollow metal and will meet the New York City Building Code requirements.

(iii) Roof Doors, Cellar Doors and Frames: These doors and frames shall be painted hollow metal and will meet the New York City Building Code requirements.

12. Elevators

(i) There will be 1 new passenger elevator. The elevator will be placed within a new shaft, and is to conform to New York City Local Laws and Building Code. The elevator is to be a Hollister Whitney 2500 or approved equal.

(ii) The elevators have 2,500-pound capacity with a speed of 200 ft/min., with a capacity of approximately 9 people each. Elevator manufacturer t.b.d.

(iii) The elevator shall serve the Cellar to Penthouse floors.

(iv) Elevator is MRL type elevators and controls will be located on the cellar level. All motors, controllers and cables are to be new.

(v) Doors shall be automatic sliding doors. All elevator doors shall be wide enough to accommodate a wheelchair. The elevator doors and frames on the corridor and lobby side will be painted steel.

13. Elevator Cabs

(i) Elevator cab to be by EDI or approved equal.

(ii) Floor Material will be vinyl.

(iii) Walls will be covered with plastic laminate.

(iv) Ceiling will be brushed stainless steel.

(v) The lighting of the cab will be LED down-lighting.

(vi) A control panel with FDNY Key switches will be incorporated as required.

(i). Auxiliary Facilities

(1) Laundry Rooms: There will not be a laundry room with the building. Each residential unit shall have washer and dryer.

(2) Refuse Disposal

(i) Incinerators: None

(ii) Compactor: None

(iii) Chute: There will be one 24-inch diameter stainless steel refuse chute accessed at the second through PH floors, with one 90-minute rated access hatch on each residential floor.

(iv) Storage Location: Refuse will be stored in the compactor / recycling room at the cellar until they are transferred to street level on scheduled days for pickup by the New York City Department of Sanitation.

(3) Other: A closed bicycle storage space will be provided for 8 bicycles on the ground floor. There are 8 tenant storage lockers in the cellar. All storage lockers are constructed of steel wire mesh walls except when against concrete masonry unit (cmu) walls, and steel wire mesh ceilings. There is a key accessed package room for tenant use.

(j) Plumbing and Drainage:

1. Water Supply

(i) Water Service: 6" fire and 3" domestic service will supply water to the buildings via Atlantic Avenue. The service will be metered and protected from backflow by an anti-siphon reduced pressure zone backflow preventer. Each floor will contain individual branch shutoffs for each bathroom. Copper type 'L' pipe will be used throughout for domestic cold and hot water supply. The domestic hot water system will be designed in accordance with the 2014 New York State Energy Conservation Construction Code. Booster pumps will have a 1 year warranty. Water pipes shall be insulated according to the following chart:

Water Type	Pipe Size	Insulation Size	Additional Notes
Cold Water	≤1 ¼"	½"	Cover with vapor barrier jacket
Cold Water	≥1 ½"	1"	Cover with vapor barrier jacket
Hot Water	≤1 ¼"	1"	
Hot Water	≥1 ½"	1 ½"	

All piping insulation shall be one-piece molded sectional fiberglass having a nominal 4-pound density. Its thermal conductivity shall not exceed 0.23 at 75°F mean temperature. It shall be suitable for use on piping up to 140°F.

(ii) The building shall have one (1) zone of cold water, hot water and hot water circulation. Two (2) gas fired water heaters will be provided in the boiler room on the roof level to provide hot water for the buildings. Each domestic water heater shall be an AERCO instantaneous hot water heater model INN-600 (or approved equivalent), with 600 MBH input each and an 11.6 GPM recovery rate at a 100°F rise. There will be no storage tanks. The hot water heaters comply with the energy efficiency requirements of the 2014 New York State Energy Conservation Construction Code and shall be AHRI certified to 96% thermal efficiency. The hot water heaters comply with the energy efficiency requirements of the 2011 New York State Energy Conservation Construction Code and shall be AHRI certified to 96% thermal efficiency. The hot water heaters will have a 5 Year Limited Warranty and a 1 Year Parts Warranty. The domestic hot water system will be designed in accordance with the 2014 New York State Energy Conservation Construction Code.

(2) Fire Protection System

(i) Sprinkler System and Fire Standpipe System:
The building will be provided with a combined sprinkler and standpipe system in accordance with NFPA 13 requirements. A new 6" fire service will be equipped with a double detector check valve. A fire pump will be provided, equipped with a jockey pump controller and NYC Approved fire pump controller and will be located in the cellar level fire pump room. The main fire pump shall be a vertical in line type Peerless Model SPVF7 (or approved equivalent), 500 GPM at 70 psi, with a 30 HP motor and shall feed the entire building's fire standpipe. The jockey pump shall be a vertical multi-stage type Grundfos Model No. CRZ-40U (or approved equivalent), 5 GPM at 75 psi, 1 HP and shall maintain the pressure in the entire building's fire standpipe. Both the fire pump and jockey pump will require periodic maintenance. Any control valves throughout the system will require periodic maintenance as well. Jockey and main fire pumps will have a 1 year warranty.

(ii) Each residential floor at both stairs will contain a capped 2½" hose valve. Each hose valve will require periodic maintenance. A NYC Fire Code approved locked storage Cabinet will be provided within the Stair at the Lobby Level in lieu of hose on each residential floor. A 3 way roof manifold will be provided above the highest hose valve.

(iii) Sprinkler service will enter the building in the cellar from Atlantic Avenue. A wet-pipe 6" service will be provided for the combined sprinkler and fire standpipe system, which will supply a single riser located in each of the fire stairs. Each floor will contain a sectional valve with tamper switch, water flow alarm and drain/test connection. A 2" drain riser will run next to each fire protection sprinkler riser and drain to a floor drain in the cellar. Sprinkler heads: Residential Units will be provided with a combination of pendant, sidewall, and extended coverage sidewall sprinkler head in required areas; Sprinklers are omitted from closets and toilets. Bathrooms larger than 55 sf. and closets larger than 24 sf. will be sprinklered. Sprinkler piping will be black schedule 40 steel with both malleable iron and ductile-iron fittings and threaded joints downstream of the sprinkler floor control valve and black schedule 10 steel with both malleable iron and ductile-iron fittings and threaded joints for the risers and mains. The commercial space(s) on the ground floor and cellars will be protected by sprinklers. The cellars will provided with a dry sprinkler system with coverage provided as required by Code. Sprinkler protection will be provided in rubbish chutes and trash rooms, in the residential units and otherwise as per NYC Building and Fire Code.

(iv.) The combined standpipe/sprinkler system will have an independent combined flush type 6" Siamese Connection. The Siamese connections shall be located on the ground floor on Atlantic Avenue. Periodic maintenance will be required for the Siamese connection.

(3) Water Storage

There are no water storage tanks located in the building or on the roof. The domestic hot water heaters shall be instantaneous, and do not require storage tanks. The domestic hot water system will be designed in accordance with the 2014 New York State Energy Conservation Construction Code.

(4) Water Pressure

(i) A domestic water duplex booster system with an Amtrol well-x-trol WX-404-C 86 gallon cushion tank shall provide adequate water flow and pressure throughout the building. Each booster pump in the duplex system shall be a Peerless Model C810A (or approved equivalent), providing 100 GPM at 71 psi with a 10 HP motor.

(ii) Hot and cold water pipe within the main risers and a building perimeter shall be insulated: cold water piping shall have ½" insulation for pipes up to 1 ¼" in diameter and 1" insulation for pipes 1 ½ " in diameter or larger. Hot water piping shall have 1" insulation for pipes up to 1 ¼" in diameter and 1 ½ " insulation for pipes 1 ½ " in diameter or larger. Individual fixture branch piping within chase walls are not insulated unless they are against a building perimeter wall.

5. Sanitary Drainage and Vent Systems

(i) Sanitary and Storm Drainage:
Fixtures above grade will drain by gravity to a sanitary house trap in the cellar exiting at Atlantic Avenue. Fixtures below grade will be drained by gravity to duplex sewage ejectors that pump to house sewer connection. Roof drains will be collected by leaders and drain by gravity to a house storm trap. Sanitary and storm sewer discharged from the building will connect via a combined 8" house connection to the public combined storm sewer system of New York City, DEP (an un-metered Public Utility). The cost of water and sewer will be allocated based on water meter usage. The duplex sewage ejector pump shall be a Flygt duplex ejector pump, model CP3085-IMP438 (or approved equivalent) with concrete basin. A Stancor elevator pit oil-minder control system SE-50 elevator sump pump will be provided for the elevator pit. Sewage pumps will have a 1 year warranty.

(ii) Sanitary drainage piping below the ground floor level from plumbing fixtures and equipment will extend by gravity to a vented duplex sewage ejector. The ejector discharges will be piped to a connection point with the sanitary house drain at the building wall. (Sewage and storm drainage piping is no-hub cast iron). Above ground sanitary piping and storm piping 3" in diameter or smaller, will be hubless cast iron piping with stainless steel band clamps and neoprene rubber gaskets. Above ground Storm piping 4" in diameter or larger, will be service weight cast iron hub with neoprene rubber gaskets. Sanitary and Storm

piping below ground will be extra heavy cast iron with extra heavy cast iron hubs and spigots and neoprene rubber compression gaskets.

The size of sewage service will range from 2" to 8", connecting to existing combined sewer/storm system in Building. The size of storm sewer service will range from 4" to 8", connecting to existing combined sewer/storm system in Building.

(iii) Vent piping from fixture drains, equipment and stacks will be extended to points of termination above the roof.

6. Permits

Permits will be obtained for new water service, backflow prevention devices and anything else required by the Department of Environmental Protection. Interior plumbing will be filed with and inspected by the New York City Department of Buildings.

7. Storm Drainage System

i) Controlled-flow drains at the roof and paved areas of the private second floor terraces. The roof drains and area drains will be coated cast iron. Storm water will be delivered by gravity to house storm trap and then into the combined sewer system that services the sanitary and roof drainage needs of the building. No storm drainage pump will be provided.

(k) Heating

(1) Heating System: The heating system will be designed to provide sufficient heat to maintain inside conditions of 70 degrees Fahrenheit when the outside conditions are 9 degrees Fahrenheit dry bulb. The system efficiencies will meet the requirements of the 2014 New York State Energy Conservation Construction Code.

Heating in the residential units and residential lobby will be provided by variable refrigerant flow (VRF) split type systems, with Condensing Units (CUs) on the roof and Fan Coil Units (FCUs) within each space to which heating is being provided. The condensing units will be mounted on the main roof with vibration isolators to reduce noise transmission to residential units.

Temporary electric unit heaters shall be provided for the Commercial spaces.

The VRF split system for the residential units on the 2nd and 3rd floors shall be LG model ARNU(09-28)3BHA2 (or approved equivalents) for the indoor units, with the size depending on the heating load for each room and an LG model ARUN036GS2 (or approved equivalent) for the outdoor units.

The VRF split system for the residential units on the 4th floor shall be LG model ARNU(09-28)3BHA2 (or approved equivalents) for the indoor units, with the size depending on the heating load for each room and an LG model ARUN053GS2 (or approved equivalent) for the outdoor units.

The indoor VRF split system unit serving the 1st floor residential lobby will be an LG model ARNU073BHA2 (or approved equivalent), and the indoor VRF split system unit serving each common corridor will be an ARUN073CEU4 (or approved equivalent). The cellar mechanical rooms shall be served by wall-mounted FCUs which shall each be an LG model ARNU073SBL2 (or approved equivalent). All common area VRF indoor units shall be served by a single VRF outdoor condensing unit, which shall be an LG model ARUB072BTE4 (or approved equivalent).

See section M. Air Conditions Outdoor and Indoor heating and cooling equipment schedules for specific unit sizes and locations.

The nominal heating capacity of each residential VRF split system will vary from 42,000 BTU/Hr to 81,000 BTU/Hr, depending on the size and exposure of the residential unit or common space served.

The VRF split systems will be rated at no less than 8.5 HSPF or 2.79 COP

Operation of each FCU will be controlled by a 7-day programmable wall mounted thermostat with automatic change over to provide heating or air conditioning.

The heating systems are adequate to maintain comfortable conditions and comply with the 2014 New York State Energy Conservation Code and ASHRAE Standard 55.

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(l) Gas Supply

(1) A single National Grid gas service serves the project, and enters the project via Atlantic Avenue.

(2) There will be three (3) gas meters: one for Domestic hot water, one for domestic cooking gas for residential units, and one for common HVAC units, with provisions provided for three additional meters for future commercial tenants.

(3) Each piece of equipment will be provided with a valved connection. Gas piping will be threaded schedule 40 black steel.

(m) Air Conditioning

(1) Type of systems: Cooling in the residential units and residential lobby will be provided by variable refrigerant flow (VRF) split type systems, with Condensing Units on the roof and Fan Coil Units within each space to which cooling is being provided. The condensing units will be mounted on the main roof with vibration isolators to reduce noise transmission to residential units. The cooling system is designed to provide sufficient air conditioning to maintain inside conditions of 75 degrees Fahrenheit and 50% relative humidity when the outside conditions are not more than 92 degrees Fahrenheit dry bulb and 74 degrees Fahrenheit wet bulb. Condensing units will provided on the roof for the commercial spaces, and capped off with provisions provided for future commercial tenants to connect their own FCUs.

(2) The VRF split system for the residential units on the 2nd and 3rd floors shall be LG model ARNU(09-28)3BHA2 (or approved equivalents) for the indoor units, with the size

depending on the heating load for each room and an LG model ARUN036GS2 (or approved equivalent) for the outdoor units.

The VRF split system for the residential units on the 4th floor shall be LG model ARNU(09-28)3BHA2 (or approved equivalents) for the indoor units, with the size depending on the heating load for each room and an LG model ARUN053GS2 (or approved equivalent) for the outdoor units.

The VRF split system for the common areas will be an LG model ARNU073BHA2 (or approved equivalent) for the indoor units and an LG model ARUN036GS2 (or approved equivalent) for the outdoor unit. The cellar mechanical rooms shall be served be wall-mounted FCUs which shall each be an LG model ARNU073SEL2 (or approved equivalent).

The nominal cooling capacity of each VRF split system will vary from 38,000 BTU/Hr to 96,000 BTU/Hr, depending on the size and exposure of the residential unit or common space served.

The VRF split systems will be rated at no less than 14.5 SEER or 12.7 EER

Operation of each FCU will be controlled by a 7-day programmable wall mounted thermostat with automatic change over to provide heating or air conditioning.

The cooling systems are adequate to maintain comfortable conditions and comply with the 2011 New York State Energy Conservation Code and ASHRAE Standard 55.

Residential Spaces - Outdoor cooling and heating equipment schedule:

Residential Spaces	Model	Rated Cooling Efficiency	Rated Heating Efficiency	Rated Cooling (BTU/Hr)	Rated Heating (BTU/Hr)
Unit 2A	ARUN036GS2	15.90 SEER	8.50 HSPF	38,000	42,000
Unit 2B	ARUN036GS2	15.90 SEER	8.50 HSPF	38,000	42,000
Unit 2C	ARUN036GS2	15.90 SEER	8.50 HSPF	38,000	42,000
Unit 3A	ARUN036GS2	15.90 SEER	8.50 HSPF	38,000	42,000
Unit 3B	ARUN036GS2	15.90 SEER	8.50 HSPF	38,000	42,000
Unit 3C	ARUN036GS2	15.90 SEER	8.50 HSPF	38,000	42,000
Unit PH-A	ARUN053GS2	14.50 SEER	8.50 HSPF	53,000	59,000
Unit PH-B	ARUN053GS2	14.50 SEER	8.50 HSPF	53,000	59,000
Common Spaces	ARUB072BTE4	13.0 EER	3.81 COP	72,000	81,000

Residential Units - Indoor cooling and heating equipment schedule:

Residential Spaces	Model	# of Units	Nominal CFM	Rated Cooling (BTU/Hr)	Rated Heating (BTU/Hr)
Unit 2A	ARNU153BHA2	1	475	15,400	17,100
Unit 2A	ARNU183BHA2	1	545	19,100	21,500

Unit 2A	ARNU153BHA2	1	475	15,400	17,100
Unit 2A	ARNU183BHA2	1	545	19,100	21,500
Unit 2B	ARNU153BHA2	1	475	15,400	17,100
Unit 2B	ARNU243BHA2	1	645	24,200	27,300
Unit 2B	ARNU283BHA2	1	915	28,000	31,500
Unit 2C	ARNU123BHA2	1	425	12,300	13,600
Unit 2C	ARNU153BHA2	1	475	15,400	17,100
Unit 2C	ARNU183BHA2	1	545	19,100	21,500
Unit 3A	ARNU153BHA2	1	475	15,400	17,100
Unit 3A	ARNU183BHA2	1	545	19,100	21,500
Unit 3B	ARNU153BHA2	1	475	15,400	17,100
Unit 3B	ARNU243BHA2	1	645	24,200	27,300
Unit 3B	ARNU283BHA2	1	915	28,000	31,500
Unit 3C	ARNU123BHA2	1	425	12,300	13,600
Unit 3C	ARNU153BHA2	1	475	15,400	17,100
Unit 3C	ARNU183BHA2	1	545	19,100	21,500
PH-A	ARNU283BHA2	3	915	28,000	31,500
PH-B	ARNU073BHA2	1	300	7,500	8,500
PH-B	ARNU093BHA2	1	350	9,600	10,900
Entrance Lobby	ARNU073BHA2	1	300	7,500	8,500
Common Corridors	ARNU073CEU4	3	300	7,500	8,500

(n). Ventilation

(i) Kitchen range hoods will be equipped with integral fans. For all kitchens, a ducted central exhaust shaft equipped with roof mounted fan will be provided in addition to the hoods. Kitchen exhaust rates will be a minimum of 400 CFM per individual kitchen hood.

(ii) Bathrooms will be equipped with independent exhaust systems consisting of vertical shafts, and distribution ductwork. Horizontal and vertical exhaust risers will be in 2 hr fire-rated enclosures. Bathroom exhaust rates will be a minimum of 50 CFM per individual bathroom.

(iii) Dryers will be equipped with independent exhaust systems consisting of vertical shafts and distribution ductwork with exhaust fans on the main roof. Dryer exhaust rates will be a minimum of 200 CFM per individual dryer.

(iv) Residential Units will be naturally ventilated through the opening of operable windows (as per 2008 NYC Building Code 1203.4.1.2).

Residential Common Corridors will be ventilated via a 100% outside air brick vent ducted to the return of the floor mounted FCU providing heating and cooling to the common corridors

(v) The Garage will be ventilated with 1000 CFM of 100% outside air and exhausted at rate of 1000 CFM via a dedicated exhaust fan terminating at the 2nd floor courtyard.

(vi) Exhaust fans at the roof will be maintained by the building management.

(o) Electrical system

(1) Services

(i) Electric service will enter the cellar via Henry Street and will be provided by Con Edison Grid, 2500 Amps at 120/208 volts, 3 phase, 4 wire. Main service and distribution equipment will be located in the cellar electrical room with separate service switches for house and apartment meter banks. Additionally, a separate feed ahead of any main line disconnect is provided for the fire pump. Separate single phase, 4-wire utility meters will be provided for each residential unit on floors 2-4. The commercial tenants will be furnished with their own meters and shall arrange for an independent account with the utility company. In addition, a meter will be provided for common space and house loads. Panel boards will be located within each unit in an accessible location. No generator will be provided.

(ii) Telephone wiring will be provided. Every Residential Unit Owner will be required to pay their associated telephone charges and initial charges for activating individual outlets in the Unit.

(iv) Cable TV wiring will be provided. Every Residential Unit Owner will be required to pay their associated cable charges and initial charges for activating individual connections in the Unit.

(2) Metering

(i) Residential units will be provided with individual ConEd meters.
(ii) (3) independent utility meters are allocated for commercial space(s)
(iii) A Con Edison meter will be provided for building (House) Common Area service.

(3) Distribution/Utilization Systems

(i) Distribution voltage will be 120/208 volts, 3 phase, 4 wire for base building uses.

(ii) Individual 120/208 volt, three-phase, 4-wire plus ground cable and conduit risers will be provided, strategically located to serve apartment panels.

(4) Wiring and Raceways

(i) Wiring
a. Wiring will be copper , 600 volt insulation.
b. In general, feeder cables will be copper conductor with type THHN insulation.
(ii) Raceways
a. Rigid galvanized steel will be used for conduits embedded in concrete or under-ground.

b. Raceways will be EMT in general. Armored cable (BX) or metal clad MC cable will be used for concealed branch circuit wiring, where permissible by code.

(5) Wiring Devices

(i) Receptacles will be Decora style specification grade, 125 volt, 2 pole, 3 wire, grounding, 20 ampere or as required for appliance circuits. GFI outlets will be provided in bathrooms, kitchen counters and within 6 ft.of sinks.

(ii) Local 'rocker' type switches will be Decora style quiet type, 15 ampere.

(6) Residential Unit Panel

(i) For all residential units, panels will be load center circuit breaker type, 30 or 42 branch circuits per panel, minimum 125 ampere capacity at 120/ 208V-3 phase for all residential units. All panel sizes will be sufficient for the anticipated loads within the apartment including the air conditioning units.

(ii) Panels will be equipped with doors and directories. Panels will be sheet steel, zinc chromate and finished with gray enamel.

(iii) Panels will have copper buses.

(iv) Panels will be provided with ARC fault breakers as required per Code.

(7) Emergency Lighting

(i) Stair and other means of egress lights, exit and selected utility space lights will be battery backed-up to provide emergency illumination upon loss of utility power.

(8) Lighting and Power

(i) Switched lighting fixtures will be provided in all bathrooms and kitchens.

(ii) Ground fault receptacles will be provided in bathrooms, kitchens and at terraces.

(iii) Appliance and convenience outlets will be provided in accordance with NYC Amendments to the National Electrical Code.

(iv) Arc fault circuit protection will be provided for bedroom circuits as per code.

(v) Roof will be provided with lighting and receptacles for maintenance and general use.

(vi) Necessary exterior lighting will be controlled by use of time clocks, time switch, and photocells.

(9) Fire Alarm/Smoke Detection System

(i) An "R-2" Automatic Smoke, Heat and Sprinkler Alarm system will be provided as required by Code. Commercial spaces will be provided with their own fire alarm system upon occupancy. This system will also be programmed to be monitored by the main fire alarm system.

(ii) Each residential unit will be furnished with multiple, inter-connected, hard wired, 120volt, combination CO/Smoke detector with integral alarm horn and battery back up (not connected to the R-2 fire alarm system).

(iii) In addition, system type smoke detectors will be provided for common area mechanical rooms, elevator lobbies and selected HVAC units as required by Code, connected to the R-2 Fire Alarm system.

(iv) Fire alarm control panel (FACP) will be connected to a central station.

(v) Elevator lobby smoke detectors will initiate elevator re-call on alarm.

(vi) The FACP will monitor water flow and tamper switches, smoke detectors, pull station, fire pump relays, and fossil fuel detectors.

(vii) Alarm or trouble condition of the sprinkler system or fire pump start will be alarmed locally, annunciated at the smoke detector and sprinkler alarm control panel and transmitted to the central station.

(viii) A remote annunciator will be furnished at the main entry lobby which also indicates system alarm and trouble conditions.

(ix) A manual pull station will be provided at the SACP location.

(x) Duct smoke detectors will be provided in air systems over 2000 cfm. Duct smoke detectors will initiate fan shutdown on alarm.

(p) Intercommunication and/or door signal systems, security closed circuit TV: A video intercom system between each residential unit and the main entrance door, and card access system at the main lobby entrance will be provided by Virtual Doorman 8000 series or approved equal. Remote access to the building via Virtual Doorman will be provided for deliveries. A 1 year warranty on equipment will be provided by Virtual Doorman.

(q) Public area lighting complies with the New York City Housing Maintenance code and the Multiple Dwelling law. Lighting fixtures are provided in the residential entry, stair, hall, lobby, common corridors, fire stairs, and utility room. Lighting fixtures in the public areas are linear fluorescent for internal lighting and compact fluorescent for external lighting. All interior and exterior lighting fixtures conform to the requirements of the 2014 New York City Energy Conservation Code

(r) Garage and Parking Area

(i) 8 unattended parking spaces will be provided at the cellar level. Adequate headroom and access will be provided to accommodate one accessible van, as required by NYC zoning regulations.

(ii) An automated parking system will be installed, with access to the cellar level car storage area provided by a hydraulic scissor lift communicating with a garage door at the south end of the Henry Street façade. The lift, storage system and software, and safety devices will be provided by Park Plus, Inc. The Sponsor will execute a service contract with the supplier to maintain the lift and car storage system. Car owners open the Henry Street garage door with a remote and drive onto the lift. An infrared safety system will confirm that the car is properly located on the lift, and the driver and passengers must leave exit the vehicle and vacate the loading bay area. Upon a signal operated by the driver from a console outside the lift area the automated parking system will transfer the unoccupied vehicle and move the empty car to a space in the cellar, which will not be accessible to building tenants or any unauthorized persons. There will be therefore no need for striping, signs, or other parking space identifiers

(iv) The garage space will be lit at all times with fluorescent lighting, and will be mechanically ventilated in accordance with the NYC Mechanical Code.

(v) Carbon monoxide and smoke detectors within the garage and elsewhere in the Building will be connected to the building fire alarm system, and a dry pipe sprinkler system will be provided in the garage parking area. A 3-inch dry pipe valve will be located in the plumbing water meter room in the cellar.

(vi) Drainage will be provided by floor drains connected to a sump pit and pump.

(vii) A closed bicycle storage space will be provided for 8 bicycles on the ground floor.

(s) Swimming Pools: None.

(t) Tennis Court, Playground, Recreational Facility: None.

(u) Permits and Certificates: The following Permits and Approvals will be obtained as required:

(1) New York City Department of Buildings:
- (i) Demolition means and methods
- (ii) Support of Excavation
- (iii) General Construction, Structural, HVAC and Plumbing Permits.
- (iv) HVAC Equipment Use Permit
- (v) Sprinkler
- (vi) Fire Alarm
- (vii) Boiler Certification and Inspections
- (viii) Elevator Certification and Inspections
- (ix) Certificate of completion from the Bureau of Electrical Control.
- (x) Certificate of Occupancy

(2) NYC Board of Standards and Appeals: Approval for retail use on ground floor.

(3) NYC Landmarks and Preservation Commission

(4) NYC Fire Department

(5) NYC DEP: Site Connection

(6) NYC DOT: Builders Paving Plan

(v) Violations: There are no outstanding violations for the new building as of this date.

(w) Unit Information

(i) There are 8 residential units in the building on floors 2, 3 and PH. There are 3 residential units on the second and third floors, and 2 residential units on the Penthouse floor. The ground floor is a commercial unit and it is anticipated that such unit may be subdivided so as to contain between 1 and 3 commercial tenants, with a portion of the cellar allocated for such commercial tenant(s).There are 8 tenant storage lockers in the cellar. All storage lockers are constructed of steel wire mesh walls except when against concrete masonry unit (cmu) walls, and steel wire mesh ceilings. There are 8 parking spaces in the cellar.

(ii) The floor numbering systems for Construction and Marketing:

Construction	Marketing
Cellar	Cellar
1	1
2	2
3	3
Penthouse	Penthouse
Roof	Roof
Bulkhead Roof	Bulkhead Roof

(iii). The measurement of every unit whether residential or commercial will consist of the area measured horizontally from the exterior face of the exterior walls of each building to the centerline of the partitions separating one unit from another unit, and to the corridor side of the walls separating one unit from corridors, and to the centerline of the partitions separating one unit from stairs, elevators, and other mechanical spaces or any common elements (as herein after defined). Structural elements such as columns, and mechanical elements such as pipes, shaftways, chases, chaseways, and conduits are not deducted from the measurement of each unit. Each unit will consist of the area measured vertically from the top of the structural slab of the floor to the underside (of any fire protection) of the structural members above.

(iv) The Common Elements of the Condominium consist of the entire Property, including all parts of each building and improvements thereon, other than the units unless otherwise specified.

(v) The sponsor shall not construct any additional units or phases after completion of the building per DOB approved plans.

(vi). Unit Finishes:

a. The partitions within the units will be 5/8" gypsum wallboard on metal studs. Partitions between residential units, utility rooms, and egress passageways, will be 2-hour Fire Rated construction consisting of either two layers of 5/8" gypsum wallboard (each side) over metal studs, or 2 hour rated CMU. The perimeter walls of the units will be finished with gypsum

wallboard. Dropped Ceilings, where they occur, are 5/8" gwb on furring channels on cross channels hung with black iron as per New York City Department of Buildings.

b. All bathrooms, kitchen areas, and mechanical rooms will be painted with at least two coats of washable semi-gloss latex paint over a primer coat. All other areas will be painted with at least two finish coats of flat latex paint over a primer coat.

c. The residential floors will be solid tongue and groove strip wood floor product finished in the field.

d. Bathroom floors and base will be finished with ceramic, porcelain, or stone tile or equal.

e. **Bathroom Fixtures**:

Master Bath:

Toilet: .....Porcelanosa Arquitect or equal
Sink: .....Porcelanosa Sotto or equal
Vanity:.....Blackened Steel and Black Walnut Cabinet
Sink Faucet:.....Newport Brass East Liner 3-991 or equal

Hand Held Shower. .....Newport Brass East Liner 283-2 or equal
Shower Head: .....Newport Brass East Liner 2153 or equal

TP Holder:.....Newport Brass or equal
Towel Bars .....Newport Brass or equal
Shower Enclosure: .....CR Laurence Glazing channels and hardware with tempered glass or equal

Or,

Tub: .....Porcelanosa Minimum USA or equal
Bath Filler.....Newport Brass East Liner 3-995or equal
Tub Enclosure.....CR Laurence Glazing channels with tempered glass or equal

Secondary Bath:

Toilet: .....Porcelanosa Arquitect or equal
Sink: .....Porcelanosa Krion or equal
Sink Faucet:.....Newport Brass, East Liner Lav Faucet 990 or equal
Bathtub:.....Porcelanosa Minimum USA or equal
Shower Head .....Newport Brass East Liner 2153 or equal
Handheld Shower .....Newport Brass East Liner 283-2 or equal
TP Holder:.....Newport Brass or equal
Towel Bars .....Newport Brass or equal
Shower Pan.....Porcelanosa RAS or equal
Shower Enclosure: .....CR Laurence Glazing channels and hardware with tempered glass or equal

Or,

Tub: .....Porcelanosa Minimum USA or equal
Bath Filler.....Newport Brass East Liner 3-995or equal

Tub Enclosure.....CR Laurence Glazing channels with tempered glass or equal

Powder Room:

Toilet: .....Porcelanosa Arquitect or equal
Sink: .....Porcelanosa Next G100 or equal
Faucet: .....Newport Brass East Liner Wall Mount 3-991 or equal
TP Holder:.....Newport Brass or equal
Towel Bars .....Newport Brass or equal

f. **Kitchen Appliances**:

Refrigerator / Freezer: ..... For 2nd and 3rd Floor Unit A
Subzero BI-36FUD/O 36" Wide panel ready or equal
Refrigerator / Freezer: ..... All other Units
Subzero BI-42FUD/O, 42" Wide panel ready or equal
Cooktop: ..... For 2nd and 3rd Floor Unit A
.....Miele 5-Burner KM2355, 36" Wide or equal
Cooktop: ..... All other Units
.....Miele 6-Burner KM3484, 42" Wide or equal
Single Oven: ..... Miele H6780 BP or equal
Speed Oven: ..... Miele H6700 BM or equal
Range Hood:.....36" Hood for 2nd and 3rd Floor Unit A
.....Imperial C2000SD4 or equal
Range Hood:.....42" Hood for all other units
.....Imperial C2000SD4 or equal
Dishwasher:.....Miele G4286 SC VI Futura, fully integrated with custom panel or equal
Wine Storage:.....Subzero 424G/O, panel ready, or equal for all units
Sink: ..... For 2nd and 3rd Floor Unit A
.....Blanco Quantrus R15 Medium or equal
Sink: ..... For all other Units
.....Blanco Quantrus R15 Super or equal
Faucet: .....KWC Livello 10.231.130.700 or better. All units
Filtered Water:.....Westbrook Cold Water Designer Faucet or better. All units
Disposal: .....Insinkerator Evolution Series or equal, All Units
Base Cabinets: .....Poliform Varenna Alea, 48 Visone or equal. All Units
Upper Cabinets: .....Poliform Varenna Alea, Walnut or equal, All Units
Countertop: .....Porcelanosa Persian White or equal

4. **Laundry Appliances**

Washer:.....LG Front Load Washer WM1355HW or equal

Dryer: .....LG Front Load Dryer DLEC855W or equal

(x) Finish Schedule of Spaces other than Units

(i) Finishes of Public Spaces to be equal or better to those listed below:

Space	Floor	Wall	Base	Ceiling
Lobby	PC	PT, WC, WD	MT, S	PT
Stairs	PT	PT	PT	PT
Mechanical Spaces	CS	CMU	none	none

(i) Abbreviations for Finishes

CON	Concrete
CMU	Concrete Block
CPT	Carpet
CS	Sealed Concrete
CT	Ceramic Tile
MT	Metal
PC	Polished Concrete
PT	Paint
S	Stone
ST	Stone Tile
WC	Wall Covering
WD	Wood

(y) Safety and Warning Devices:

(i) Combination smoke and carbon monoxide detectors will be located in all residential units near the sleeping rooms. All sprinkler heads are monitored by tamper and water flow switches. Smoke detectors will be located in the compactor room and in the mechanical and electrical rooms.

(z) Additional Information: See attached drawings for site plans and unit plans.

(aa) Additional Testing: none required.

(bb) Further development: This development will be constructed to the limit permitted by NYC zoning regulations. No additional development is planned.

(cc) Asbestos: No asbestos containing material will be used in the construction of the building.

(dd) Lead Paint: No lead paint will be used in the construction of the building.

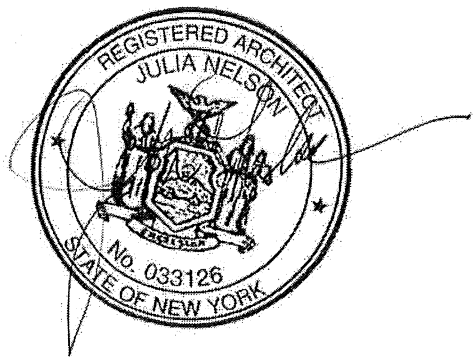
The following documents shall be transferred to the condominium management upon transfer of control:
Operation and Maintenance manuals for mechanical equipment,
Electronic system manual,
Equipment warranties,

Roof warranties,
Major equipment start-up sheets,
Control System as-built,
Original Test and Balance Report for HVAC system,
Final as-built drawings, if available, as maintained during construction, ie., structural, mechanical, electrical, plumbing, shop drawings.

I hereby affirm that the above description of the property and specifications are an unbiased professional opinion arrived at without inducements of any kind.

To the best of my knowledge, belief and professional judgment, these plans and specifications are in compliance with the Energy Conservation Construction Code of New York State (Chapter 8).

Julie Nelson, AIA
BKSK Architects, LLP

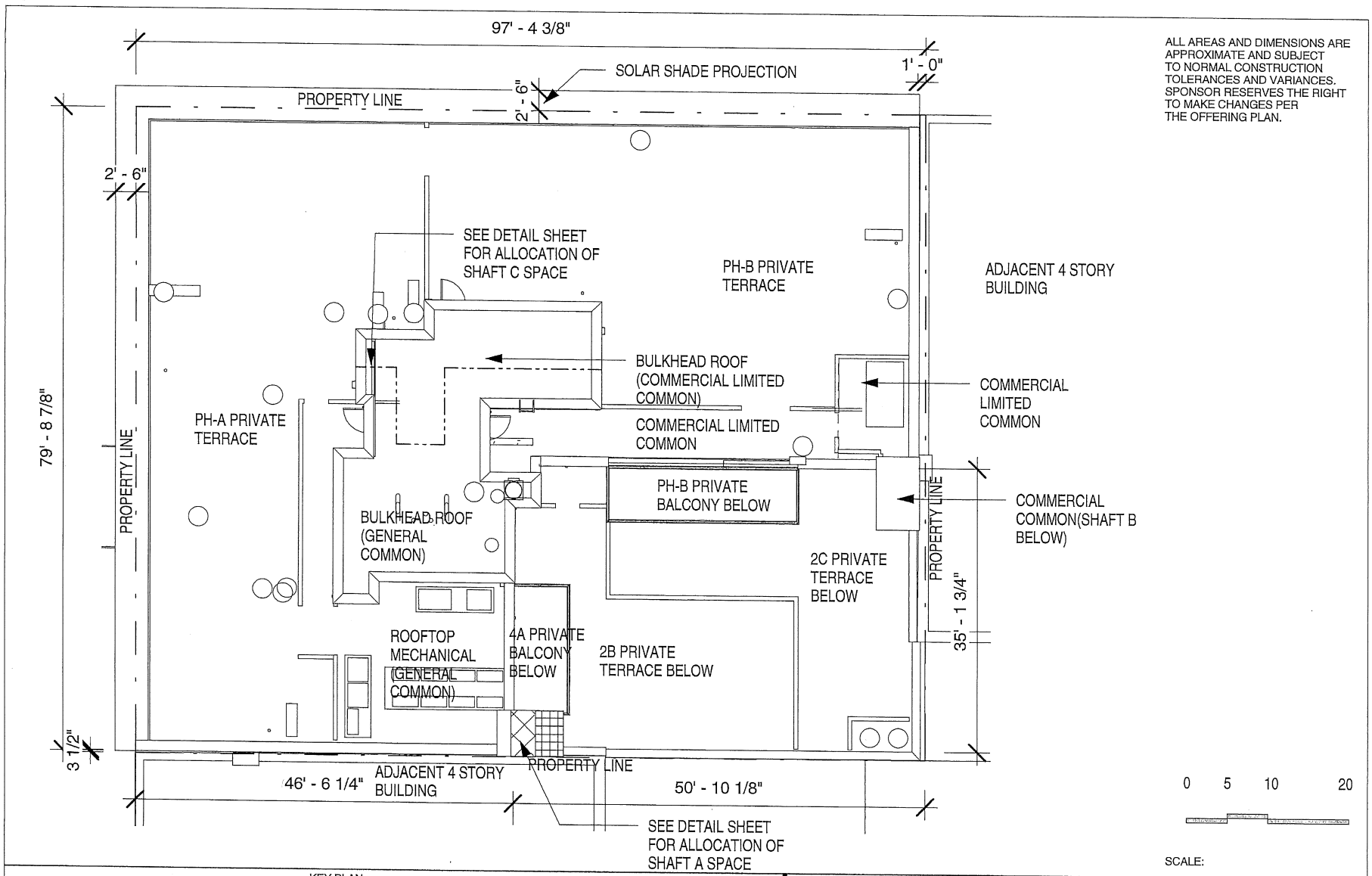


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FLOOR PLANS

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ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES PER THE OFFERING PLAN.

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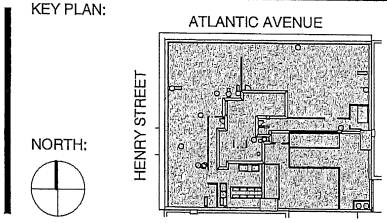
SCALE:

325 HENRY STREET

BROOKLYN, NY

FEBRUARY 12, 2016

KEY PLAN:

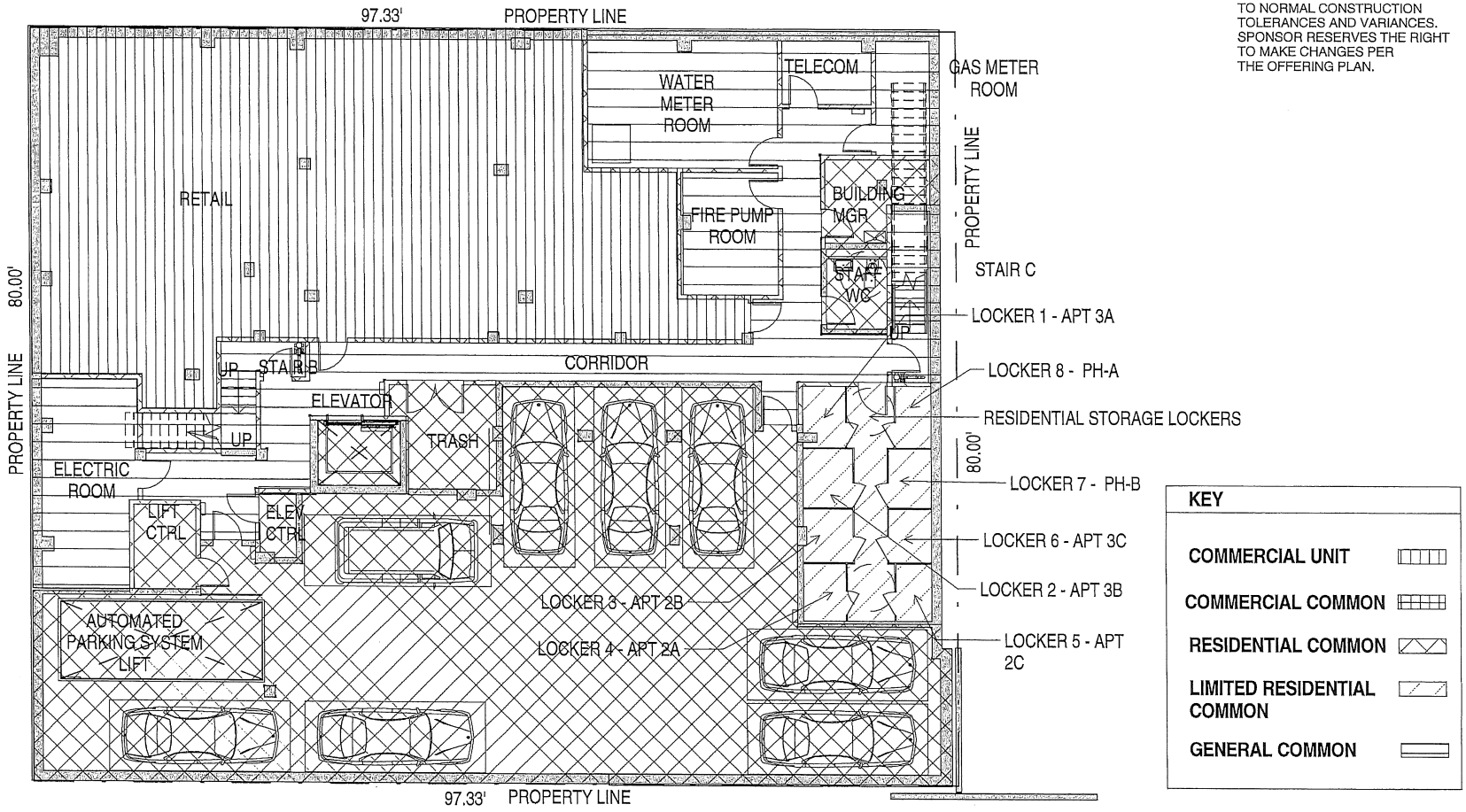


NORTH:

CONDOMINIUM SITE PLAN

REGISTERED ARCHITECT JULIA NEILSON No. 033126 STATE OF NEW YORK

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES PER THE OFFERING PLAN.



KEY

- COMMERCIAL UNIT
- COMMERCIAL COMMON
- RESIDENTIAL COMMON
- LIMITED RESIDENTIAL COMMON
- GENERAL COMMON

0 5 10 20

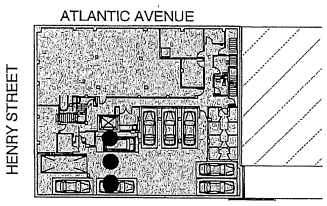
SCALE:

325 HENRY STREET

BROOKLYN, NY

FEBRUARY 12, 2016

KEY PLAN:

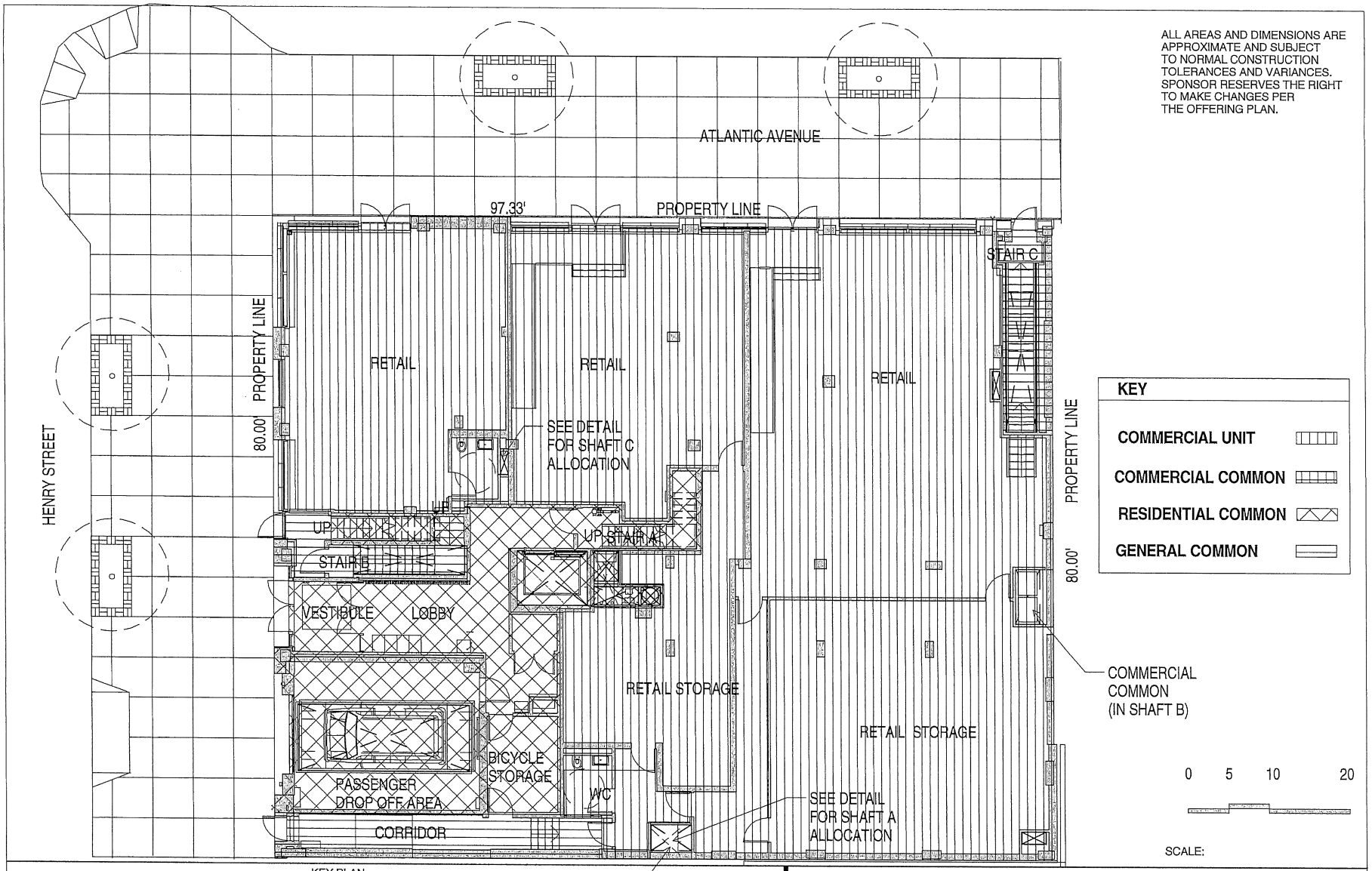


NORTH:

CELLAR

ACCESSORY RESIDENTIAL STORAGE LOCKERS = 390 SQ. FT
COMMERICAL UNIT = 2,265 SQ. FT
GENERAL COMMON = 1,651 SQ. FT
RESIDENTIAL COMMON = 3,067 SQ. FT
TOTAL = 7,373 SQ. FT

REGISTERED ARCHITECT JULIA NELSON No. 033126 STATE OF NEW YORK



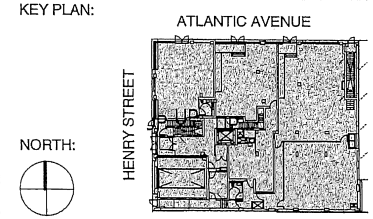
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325 HENRY STREET

BROOKLYN, NY

FEBRUARY 12, 2016

KEY PLAN:



NORTH:

FIRST FLOOR PLAN

COMMERCIAL UNIT = 5,728 SQ. FT

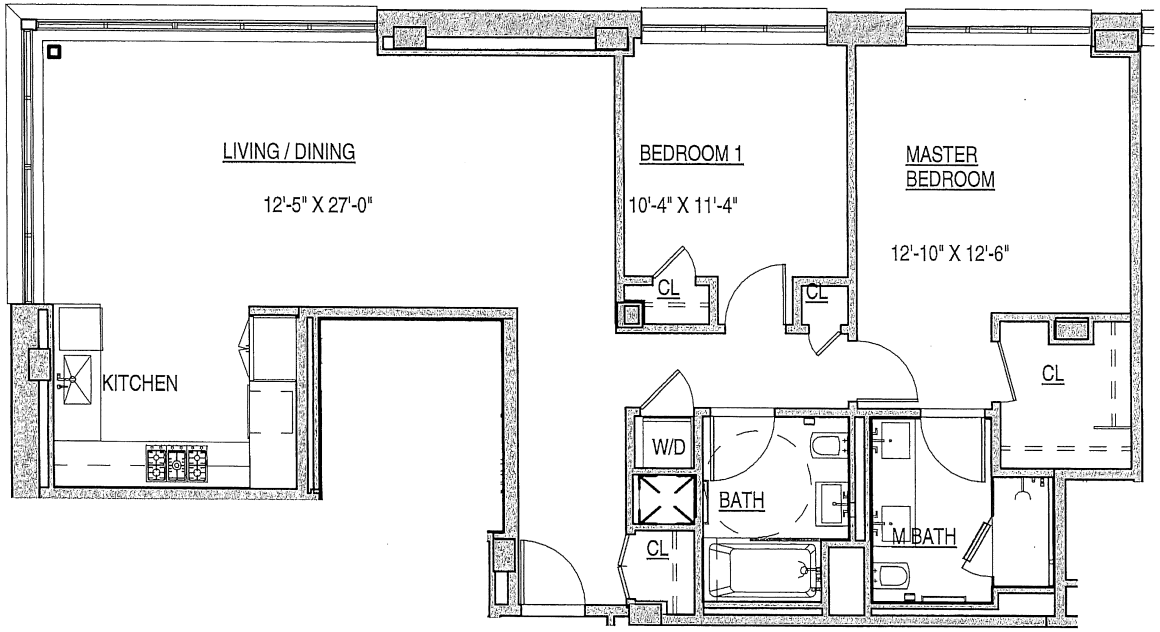
GENERAL COMMON = 493 SQ. FT

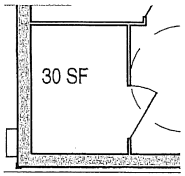
RESIDENTIAL COMMON = 1,330 SQ. FT

TOTAL = 7,551 SQ. FT

REGISTERED ARCHITECT JULIA NELSON No. 033126 STATE OF NEW YORK

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CELLAR STORAGE
LOCKER 4

UNIT HAS 7'-6" X 19'-0" AUTOMATED PARKING SPACE AT CELLAR

0 5 10

SCALE:

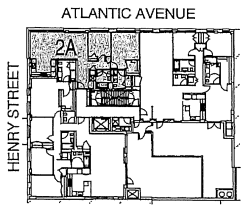
240

325 HENRY STREET

BROOKLYN, NY

FEBRUARY 12, 2016

KEY PLAN:



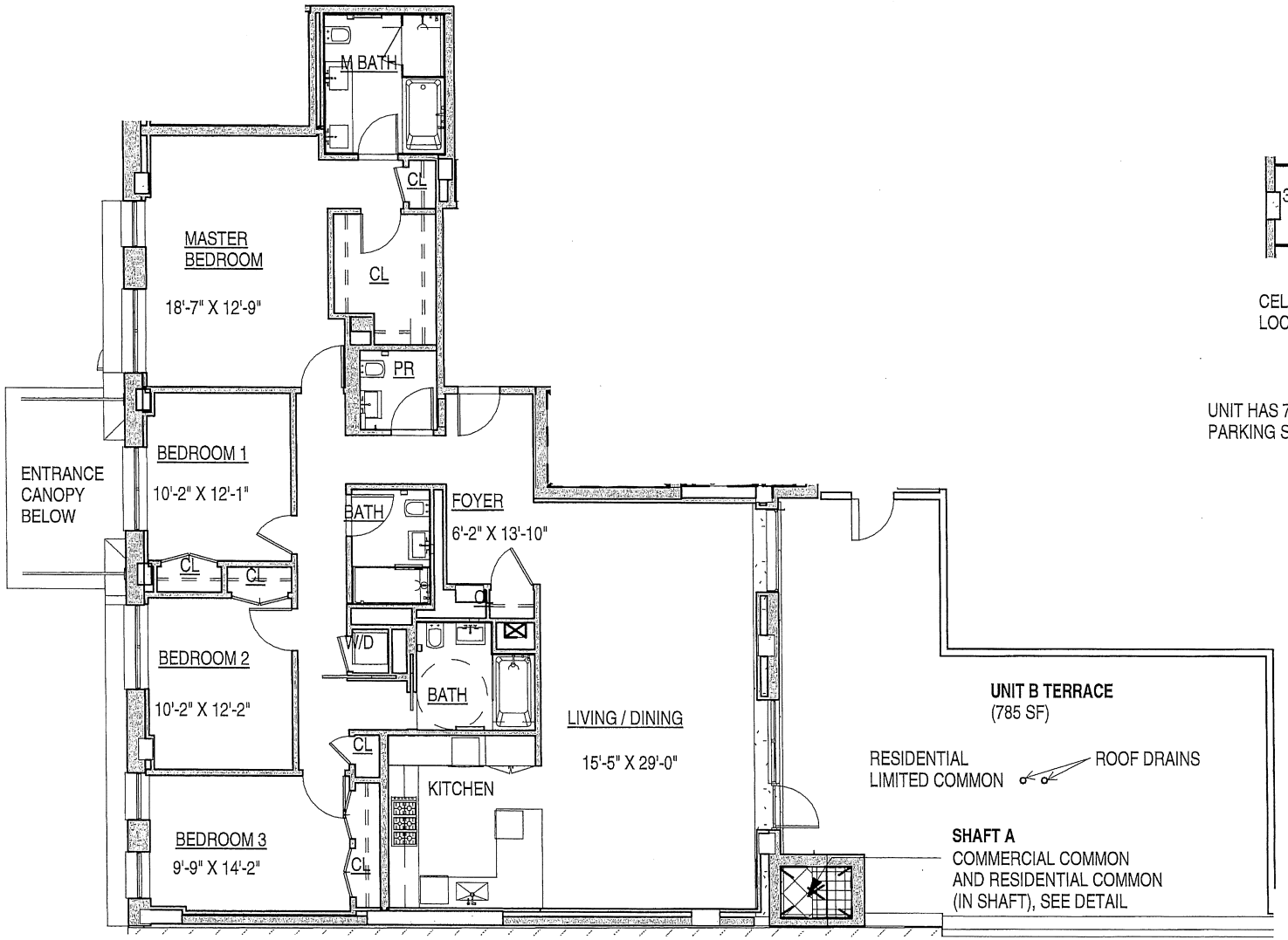
NORTH:

SECOND FLOOR

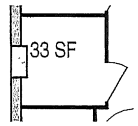
APARTMENT '2A'
AREA = 1,250 SQ. FT. + 30 SQ. FT. STORAGE LOCKER = 1,280 SQ. FT.

2 BEDROOMS, 2 BATHS
LIVING/DINING ROOM





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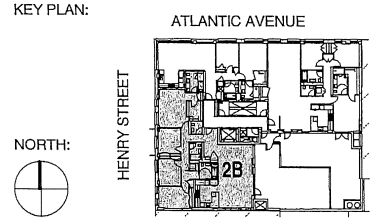
CELLAR STORAGE
LOCKER 3

UNIT HAS 7'-6" X 19'-0" AUTOMATED PARKING SPACE AT CELLAR

325 HENRY STREET
BROOKLYN, NY

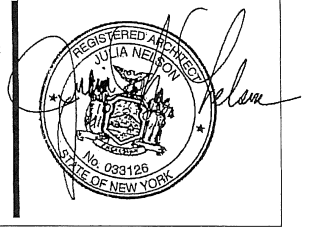
FEBRUARY 12, 2016

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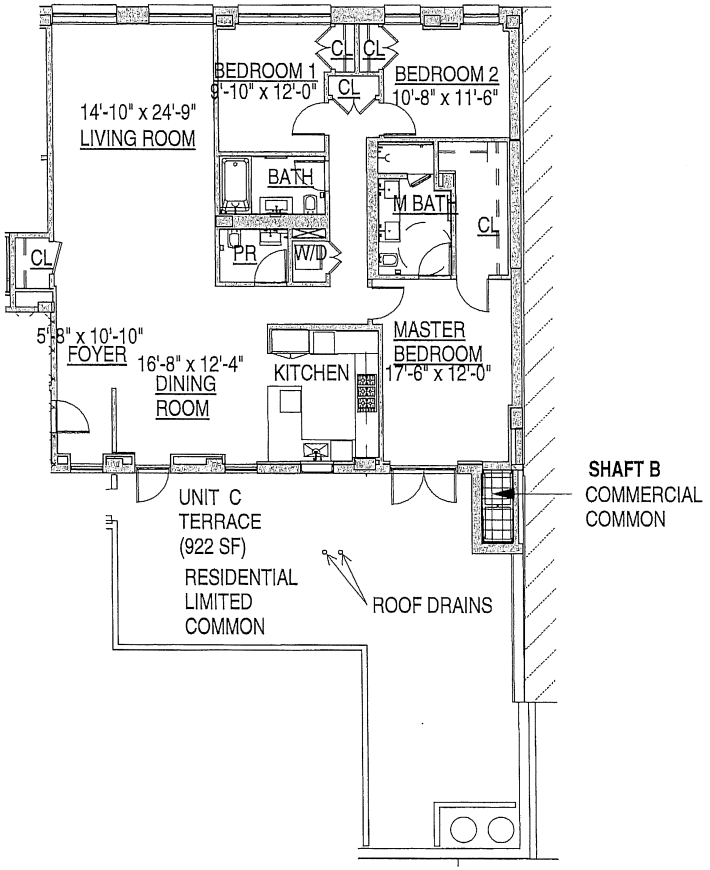


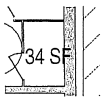
SECOND FLOOR

APARTMENT '2B'
AREA = 2,166 SQ. FT + 33 SQ. FT. STORAGE
LOCKER = 2,199 SQ. FT.
785 SQ. FT. TERRACE
4 BEDROOMS, 3.5 BATHS
LIVING/DINING ROOM



ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES PER THE OFFERING PLAN.





CELLAR STORAGE
LOCKER 5

UNIT HAS 7'-6" X 19'-0" AUTOMATED PARKING SPACE AT CELLAR

0 5 10 20

SCALE:

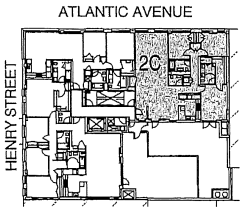
242

325 HENRY STREET

BROOKLYN, NY

FEBRUARY 12, 2016

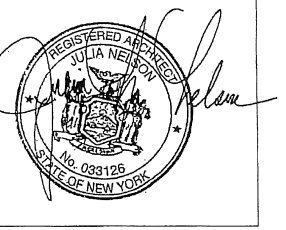
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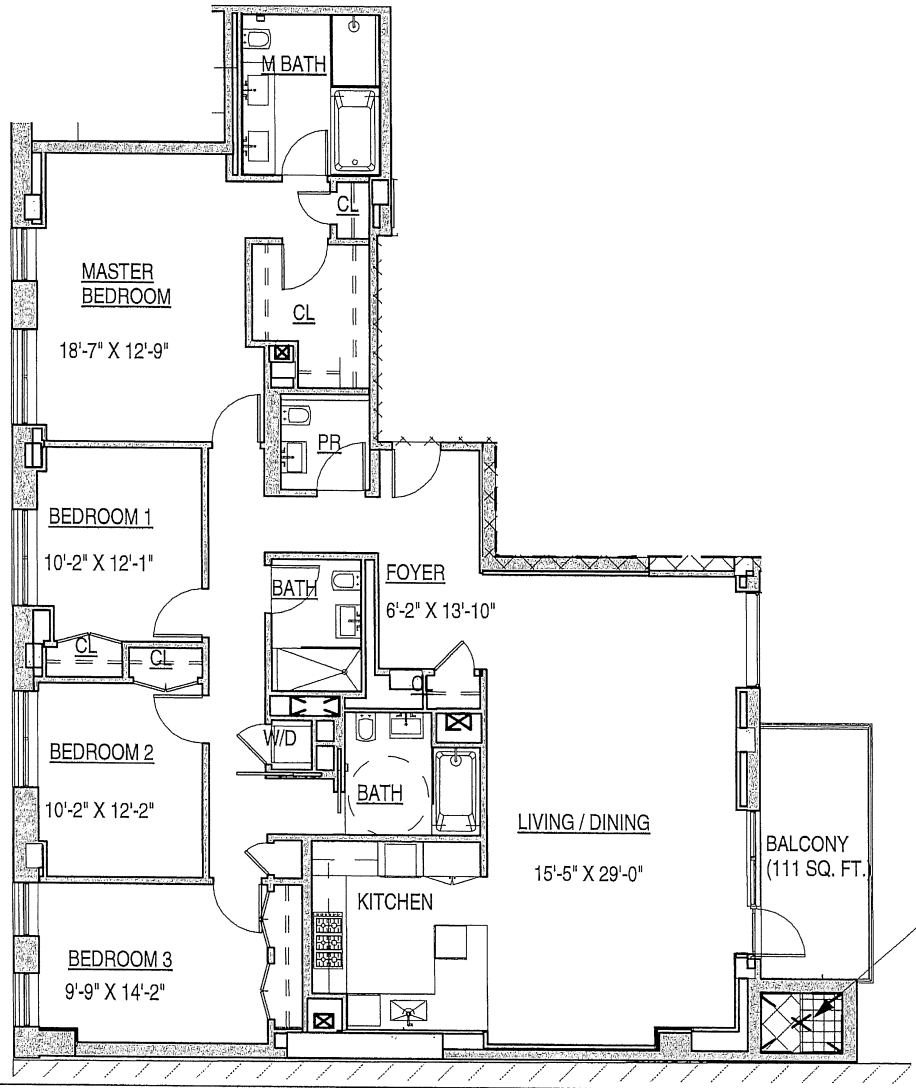
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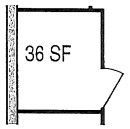
SECOND FLOOR

APARTMENT '2C'
AREA = 1,948 SQ. FT + 34 SQ. FT. STORAGE LOCKER = 1,982 SQ. FT.
922 SQ. FT. PRIVATE TERRACE
3 BEDROOMS, 2.5 BATHS
LIVING ROOM, DINING ROOM



ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES PER THE OFFERING PLAN.





CELLAR STORAGE
LOCKER 2

UNIT HAS 7'-6" X 19'-0" AUTOMATED PARKING SPACE AT CELLAR

SHAFT A
COMMERCIAL COMMON AND RESIDENTIAL COMMON (IN SHAFT), SEE DETAIL

0 5 10 15

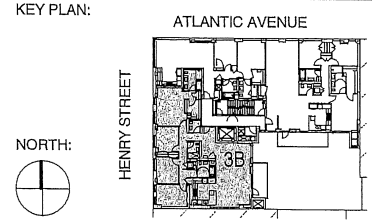
SCALE:

325 HENRY STREET

BROOKLYN, NY

FEBRUARY 12, 2016

KEY PLAN:



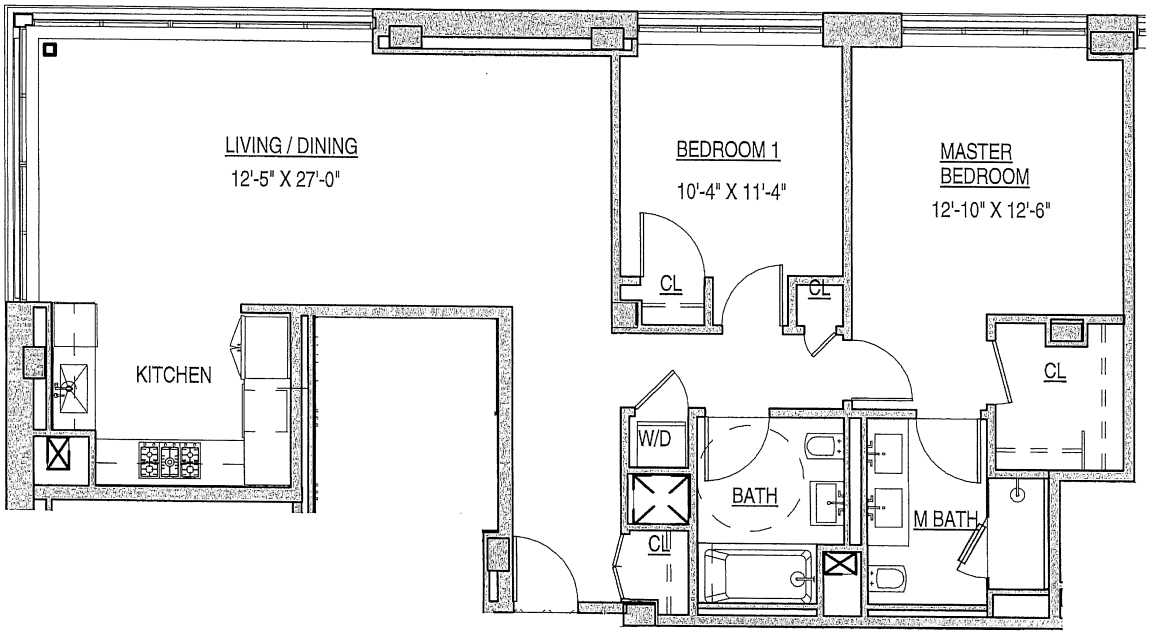
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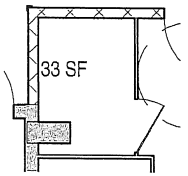
THIRD FLOOR

APARTMENT '3B'
AREA = 2,166 SQ. FT. + 36 SQ. FT. STORAGE LOCKER= 2,202 SQ. FT.
111 SQ. FT. BALCONY
4 BEDROOMS, 3.5 BATHS
LIVING/DINING ROOM



ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES PER THE OFFERING PLAN.





CELLAR STORAGE
LOCKER 1

0 5 10

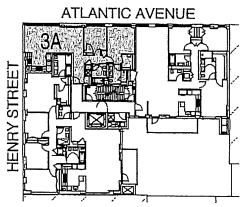
SCALE:

UNIT HAS 7'-6" X 19'-0" AUTOMATED PARKING SPACE AT CELLAR

325 HENRY STREET
BROOKLYN, NY

FEBRUARY 12, 2016

KEY PLAN:



NORTH:

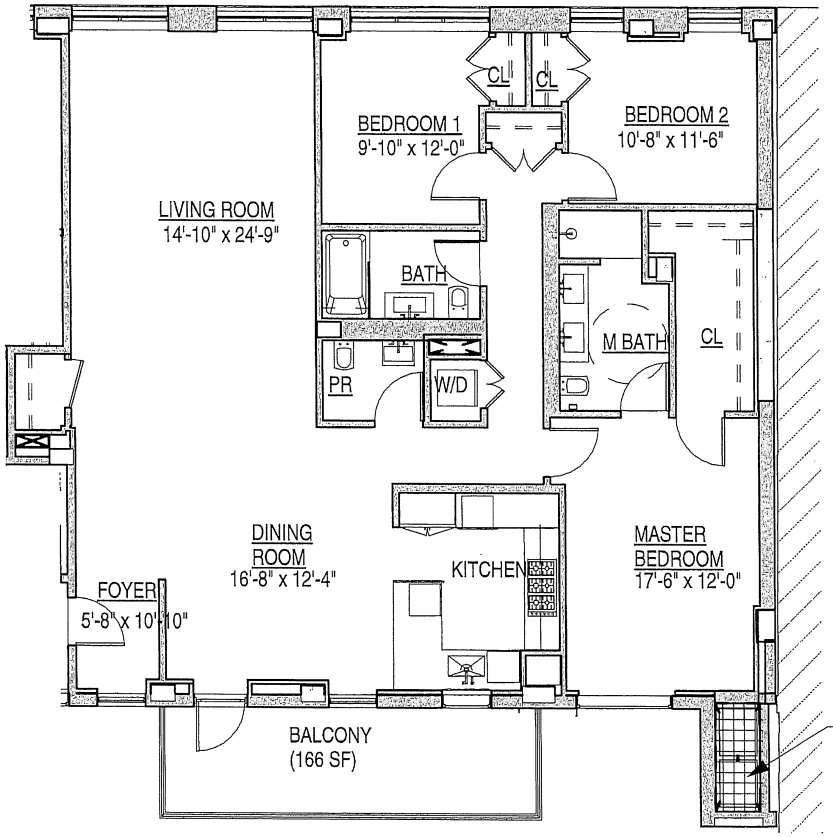
THIRD FLOOR

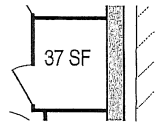
APARTMENT '3A'
AREA = 1,250 SQ. FT. + 33 SQ. FT. STORAGE LOCKER = 1,283 SQ. FT.

2 BEDROOMS, 2 BATHS
LIVING/DINING ROOM



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CELLAR STORAGE
LOCKER 6

UNIT HAS 7'-6" X 19'-0" AUTOMATED PARKING SPACE AT CELLAR

0 5 10 15

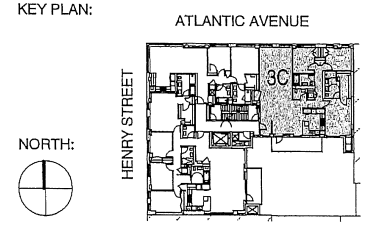
SCALE:

325 HENRY STREET

BROOKLYN, NY

FEBRUARY 12, 2016

KEY PLAN:

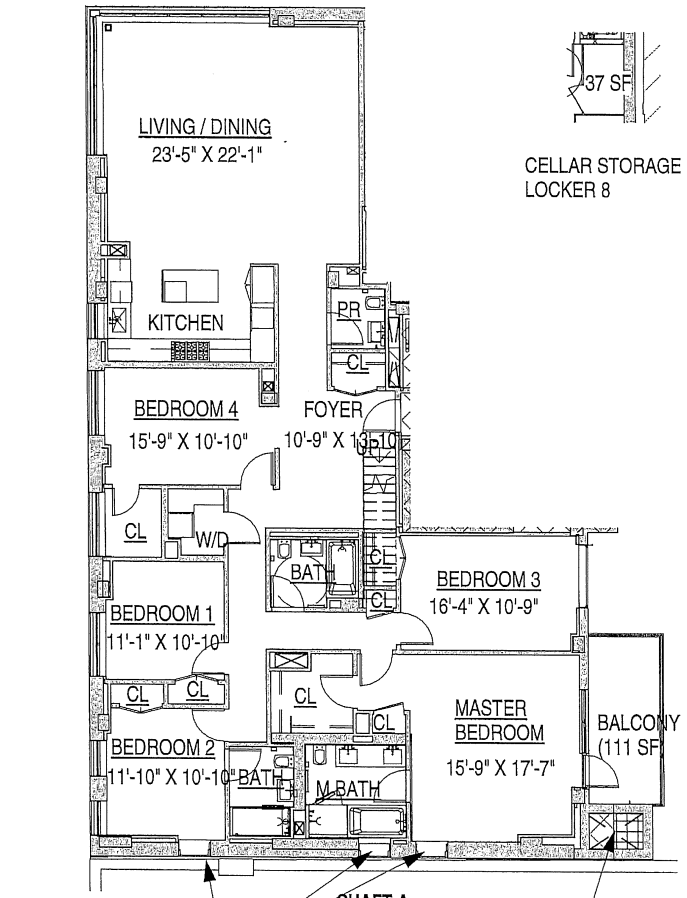


NORTH:

THIRD FLOOR

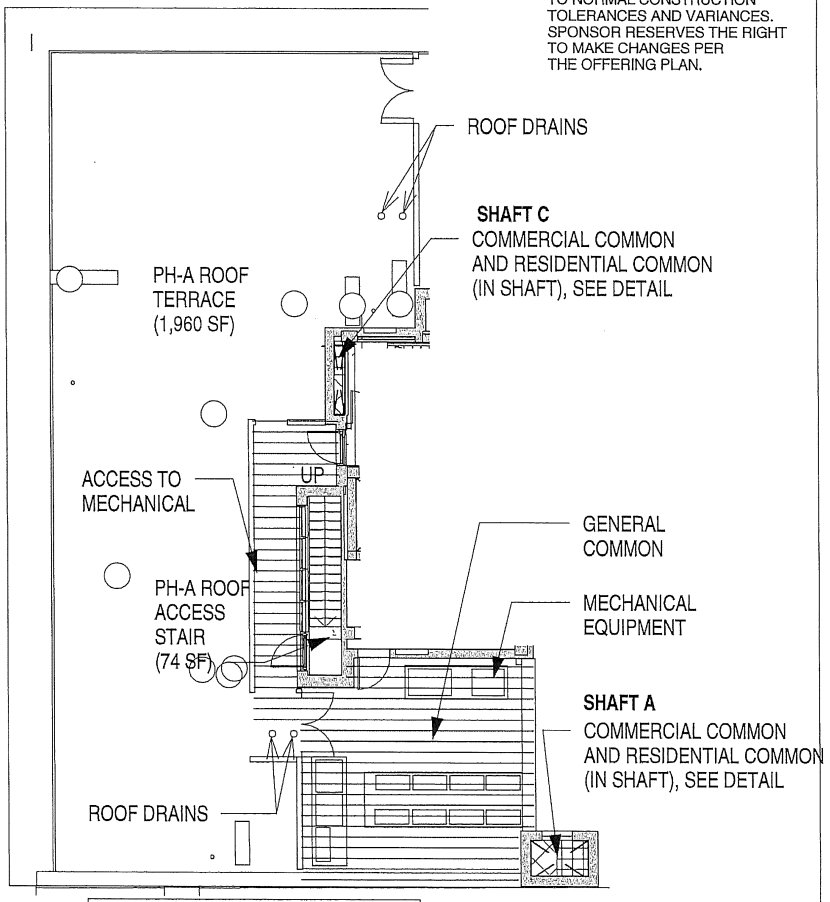
APARTMENT '3C'
AREA = 1,985 SQ. FT. + 37 SQ. FT. STORAGE LOCKER= 2,022 SQ. FT.
166 SF BALCONY
3 BEDROOMS, 2.5 BATHS
LIVING ROOM, DINING ROOM





UNIT HAS 7'-6" X 19'-0" AUTOMATED PARKING SPACE AT CELLAR

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES PER THE OFFERING PLAN.



KEY

COMMERCIAL LIMITED COMMON

0 5 10 20

SCALE:

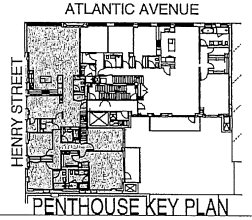
325 HENRY STREET

BROOKLYN, NY

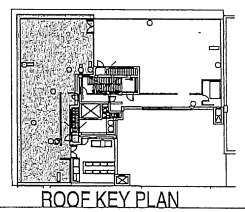
FEBRUARY 12, 2016

KEY PLAN:

NORTH:



PENTHOUSE KEY PLAN

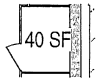


ROOF KEY PLAN

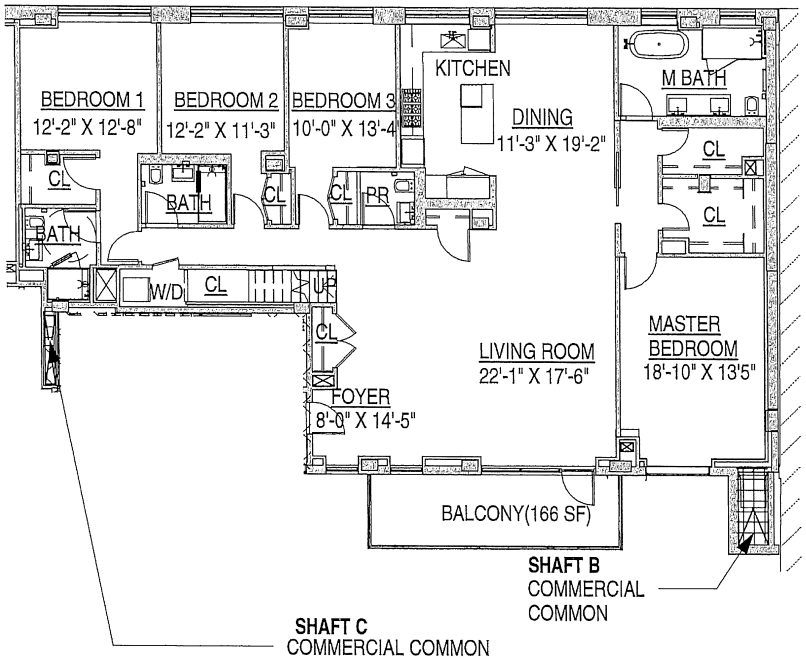
PENTHOUSE AND ROOF TERRACE

APARTMENT 'PH-A'
AREA = 2,756 SQ. FT + 74 SQ. FT. PRIVATE STAIR
BULKHEAD+ 37 SQ. FT. STORAGE LOCKER = 2,867 SQ. FT.
111 SQ. FT. BALCONY + 1,960 ROOF TERRACE
5 BEDROOMS, 3.5 BATHS
LIVING/DINING ROOM





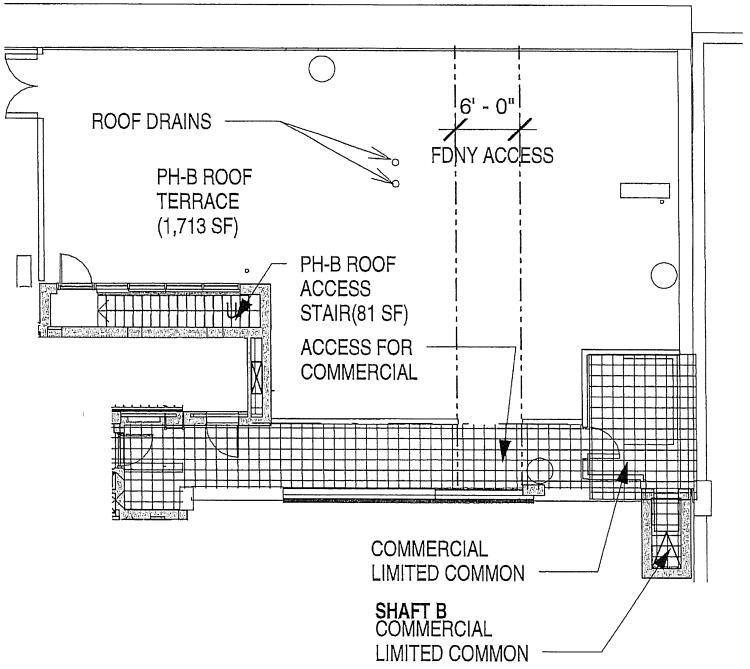
CELLAR STORAGE
LOCKER 7



SHAFT B
COMMERCIAL
COMMON

SHAFT C
COMMERCIAL COMMON
AND RESIDENTIAL COMMON
(IN SHAFT), SEE DETAIL

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES PER THE OFFERING PLAN.



KEY	
COMMERCIAL LIMITED COMMON	

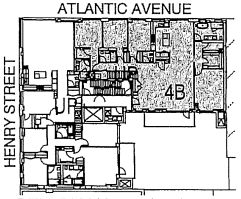
UNIT HAS 7'-6" X 19'-0" AUTOMATED
PARKING SPACE AT CELLAR

SCALE: 0 5 10 20

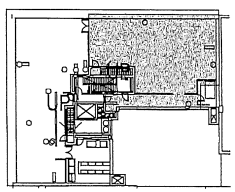
325 HENRY STREET
BROOKLYN, NY

FEBRUARY 12, 2016

KEY PLAN:



PENTHOUSE KEY PLAN



ROOF KEY PLAN

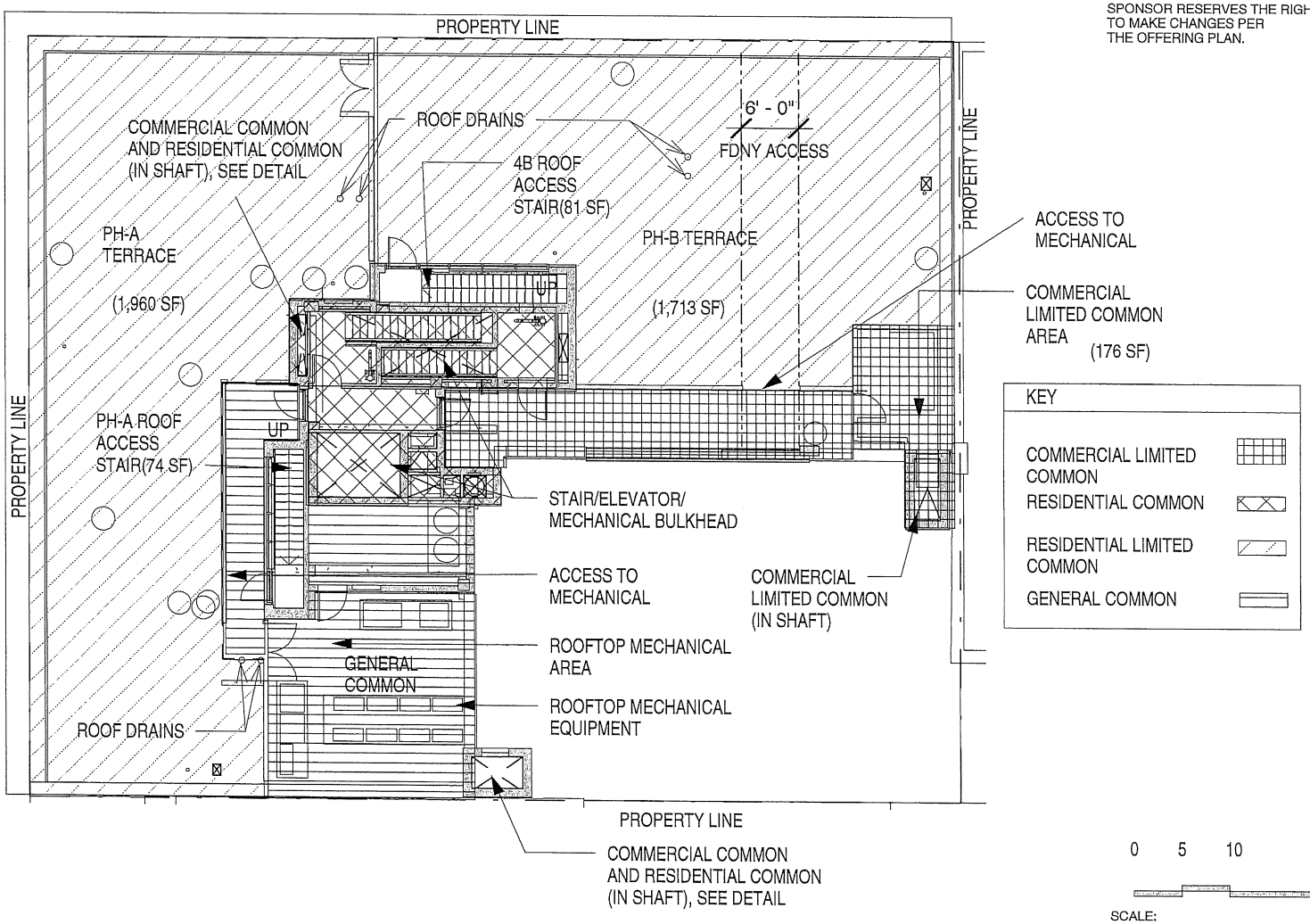
NORTH:

PENTHOUSE AND ROOF TERRACE

APARTMENT 'PH-B'
AREA = 2,680 SQ. FT + 87 SQ. FT. PRIVATE
STAIR BULKHEAD + 40 SQ. FT. STORAGE LOCKER =
2,807 SQ. FT.
166 SF BALCONY + 2,209 ROOF TERRACE
4 BEDROOMS, 3.5 BATHS
LIVING ROOM, DINING ROOM



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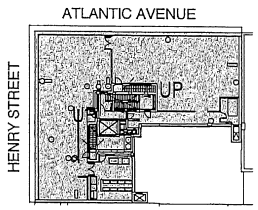


325 HENRY STREET

BROOKLYN, NY

FEBRUARY 12, 2016

KEY PLAN:



NORTH:

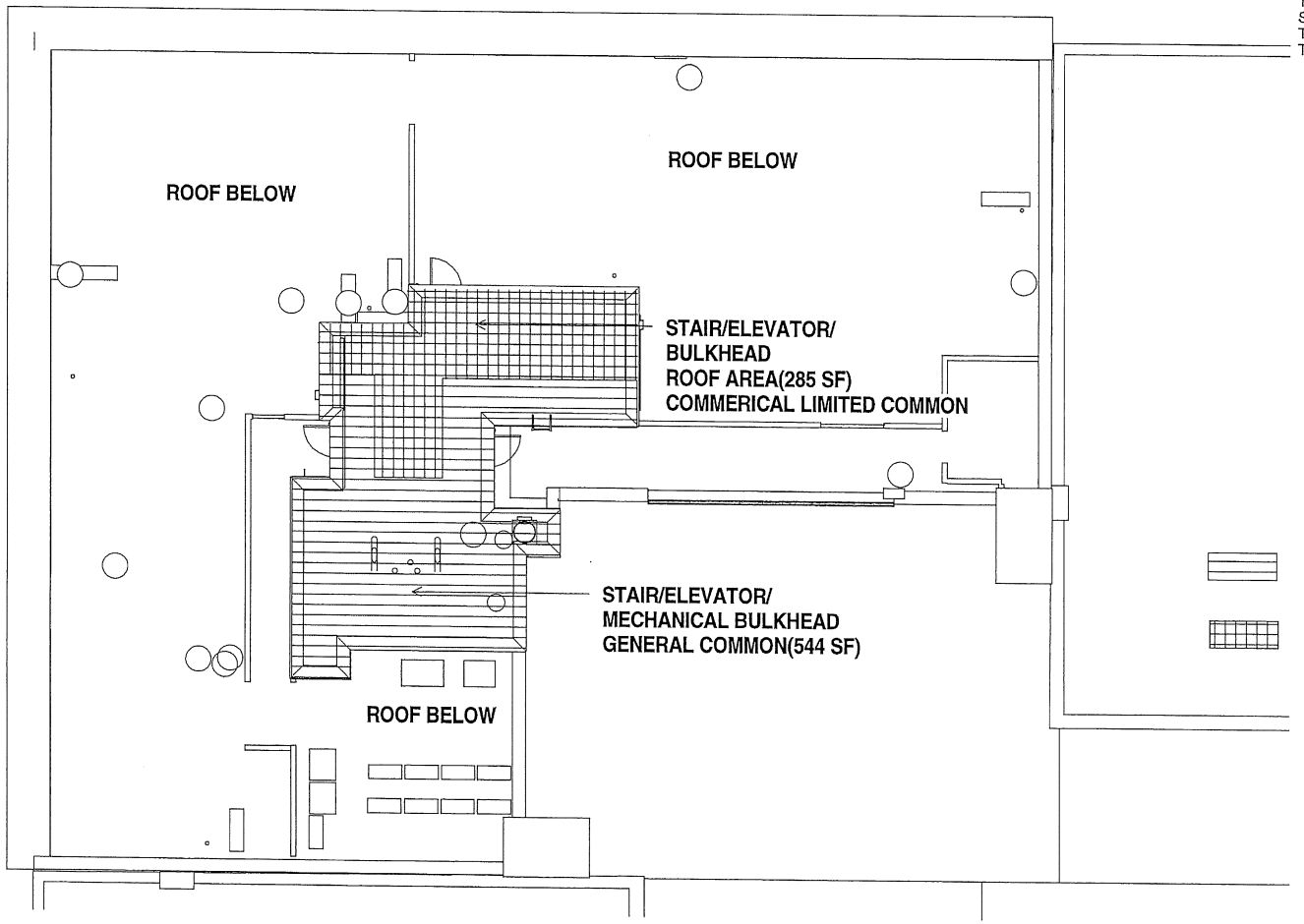
ROOF

COMMERCIAL LIMITED AREA = 483 SQ. FT
RESIDENTIAL COMMON AREA = 307 SQ. FT
GENERAL COMMON AREA = 770 SQ. FT

UNIT A TERRACE = 1,960 SQ. FT
UNIT B TERRACE = 1,713 SQ. FT

REGISTERED ARCHITECT JULIA NEILSON No. 033126 STATE OF NEW YORK

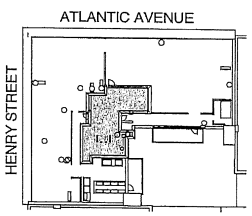
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325 HENRY STREET
BROOKLYN, NY

FEBRUARY 12, 2016

KEY PLAN:



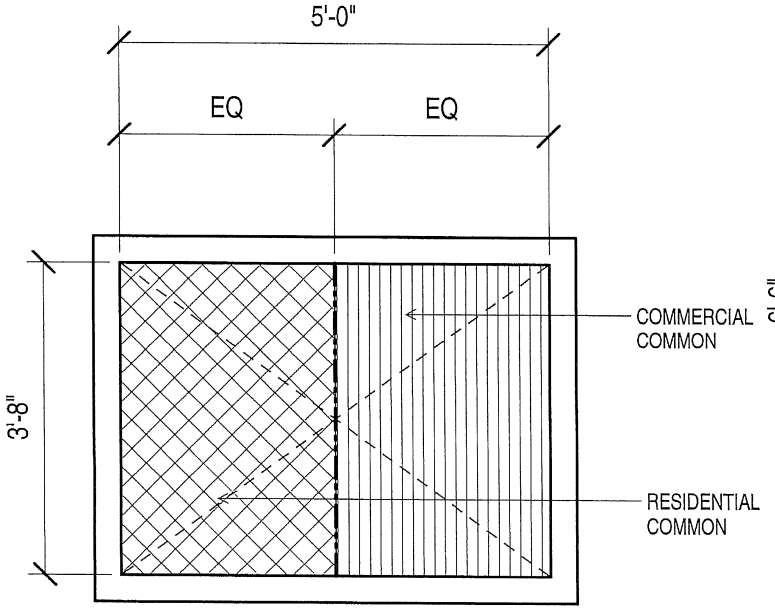
NORTH:

BULKHEAD ROOF

GENERAL COMMON = 544 SQ. FT
COMMERCIAL COMMON AREA = 285 SQ. FT

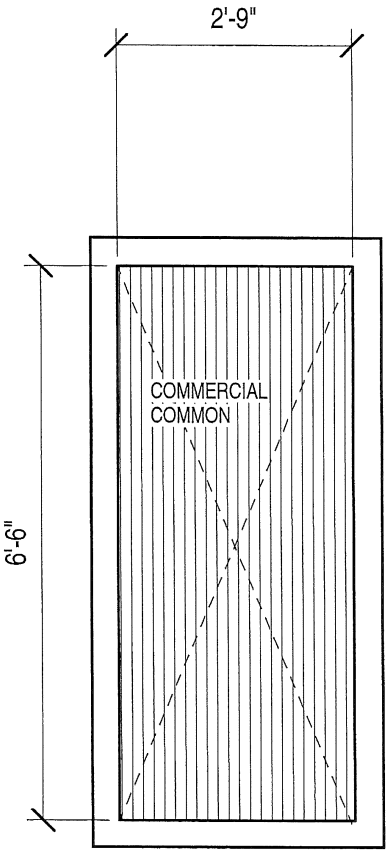
REGISTERED ARCHITECT
JULIA NEILSON
No. 033126
STATE OF NEW YORK

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES PER THE OFFERING PLAN.



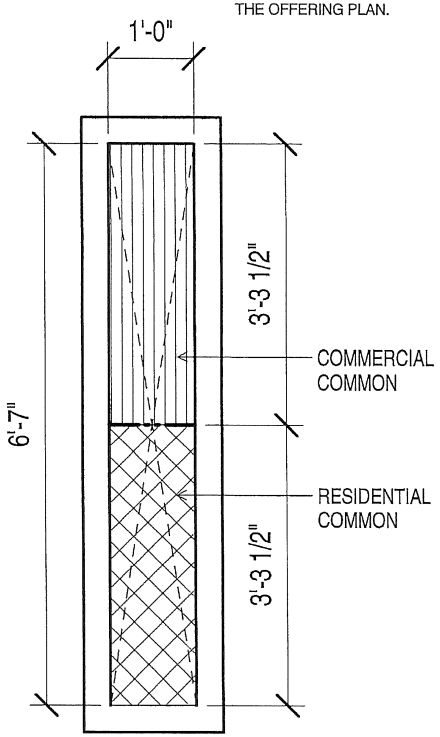
SHAFT A

FLOORS 1 TO MAIN ROOF



SHAFT B

FLOORS 1 TO MAIN ROOF



SHAFT C

FLOORS 2 TO BULKHEAD ROOF

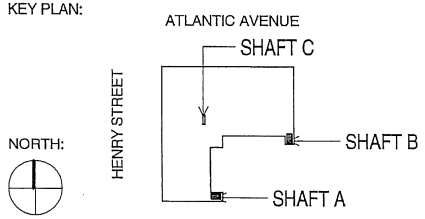
SCALE:

325 HENRY STREET

BROOKLYN, NY

FEBRUARY 12, 2016

KEY PLAN:

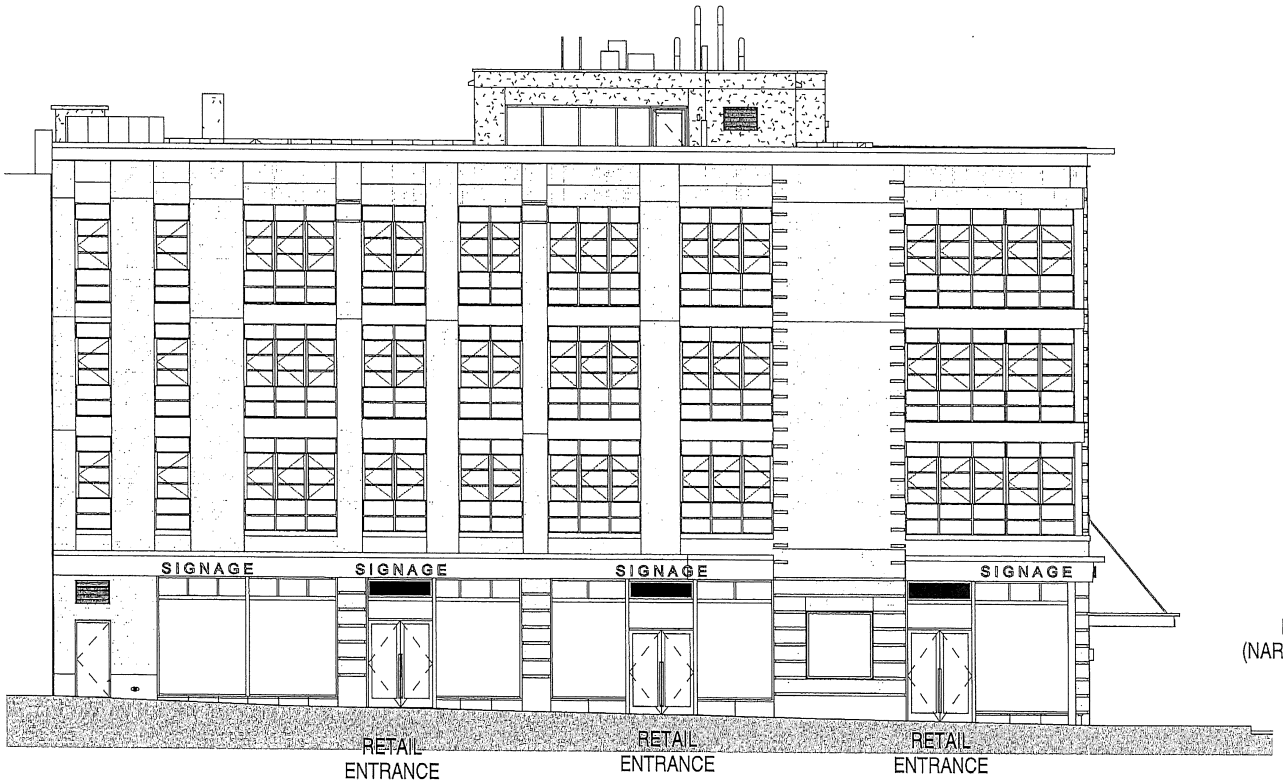


NORTH:

SHAFT ALLOCATION DRAWINGS

REGISTERED ARCHITECT
JULIA NELSON
No. 033126
STATE OF NEW YORK

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HENRY STREET
(NARROW STREET 60'-0")

0 5 10 20

SCALE:

325 HENRY STREET

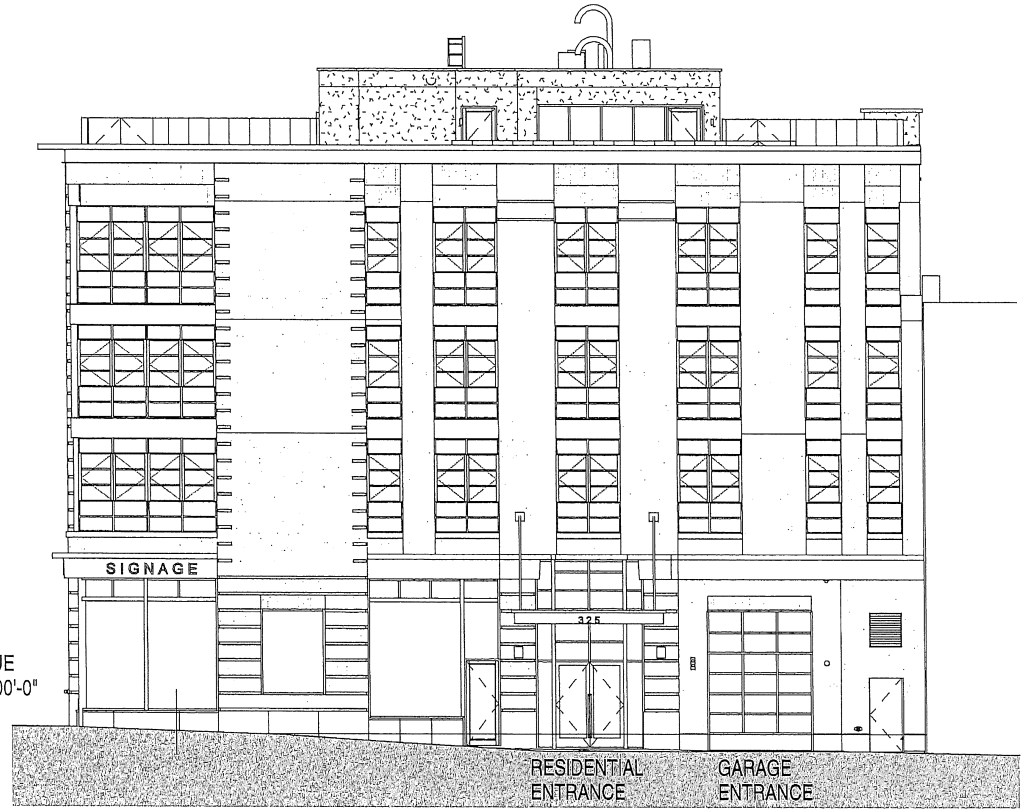
BROOKLYN, NY

FEBRUARY 12, 2016

ATLANTIC AVENUE ELEVATION

REGISTERED ARCHITECT JULIA NELSON No. 039126 STATE OF NEW YORK

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES PER THE OFFERING PLAN.



0 5 10 20

SCALE:

325 HENRY STREET

BROOKLYN, NY

FEBRUARY 12, 2016

HENRY STREET ELEVATION

REGISTERED ARCHITECT JULIA NELSON No. 033126 STATE OF NEW YORK

DECLARATION OF CONDOMINIUM

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THE DECLARATION OF CONDOMINIUM

Establishing a Plan for Condominium Ownership
of the Premises known as

325 Henry Street
Brooklyn, New York 11201

Pursuant to Article 9-B of
the Real Property Law of the State of New York

HENRY ATLANTIC PARTNERS LLC

DECLARANT OF

325 HENRY STREET CONDOMINIUM

Prepared by and Return to:

Bleckner P.C.
350 Fifth Avenue, Suite 6440
New York, New York 10118

This land affected by the within instrument
on the Tax Map of the Borough of Brooklyn
Block 285
FKA Lot 6
N/K/A Lots _____
City, County and State of New York

TABLE OF CONTENTS FOR THE DECLARATION

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DECLARATION

OF

325 HENRY STREET CONDOMINIUM

(Pursuant to Article 9-B of the Real Property
Law of the State of New York)

HENRY ATLANTIC PARTNERS LLC, having an office located at 175 Varick Street, 6th Floor, New York, New York 10003 ("Sponsor") hereby declares as follows:

ARTICLE 1
SUBMISSION OF THE PROPERTY

1.1 Sponsor hereby submits the Land (as defined in Section 2.1) and Building (as defined in Section 3.1), to be renovated and erected thereon, all easements, rights and 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 "New York Condominium Act") and pursuant thereto does hereby establish a condominium to be known as the 325 Henry Street Condominium (the "Condominium").

1.2 Attached to this Declaration and made a part hereof are the By-Laws of the Condominium, which set forth detailed provisions governing the operation, use and occupancy of the Condominium (such "By-Laws" in this Declaration). All capitalized terms, which are not separately defined herein, shall have the meanings given to those terms in the By-Laws.

1.3 As of the date of filing of this Declaration with the City Registers Office, fee simple absolute title shall automatically rest in all Units, individually and collectively without the need to execute specific and particular deeds or indenture for each and every Unit.

ARTICLE 2
THE LAND

2.1 Included in the Property described in Article 1 is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the County, City and State

of New York, and more particularly described in Exhibit A annexed hereto and made a part hereof, with an address at 325 Henry Street, Brooklyn, New York. The Land is owned by Sponsor in fee simple absolute and the size of the site is approximately 7,787 square feet.

ARTICLE 3
THE PROPERTY AND BUILDING

3.1 Included in the Property described in Article 1 is a building (the "Building") having one below grade level ("Cellar") and four (4) additional above grade floors plus a roof. When completed, the Building will contain nine (9) Units. Eight (8) Units are intended to be used for residential use, (the "Residential Units"), located on floors 2-4 of the Building. There are three (3) Residential Units on the second (2nd) and third (3rd) floors, and two (2) Residential Units on the fourth (4th) floor. There is one (1) Unit which is located in the Cellar and ground floor that may be used as a retail store or for any other lawful purpose (the "Commercial Unit"). There are eight (8) storage lockers (the "Storage Lockers") located in the Cellar. There are eight (8) parking spaces located in the cellar which are designated as Residential Common Elements. An owner of a Unit is sometimes referred to as a "Unit Owner". The Building will be classified as non-combustible construction class 1-A under the New York City Building Code and the structural walls will be masonry walls, and wood joists floors.

3.2 An automated parking system (the "Automated Parking System") will be installed in the Building, with access to the cellar level car storage area provided by a hydraulic scissor lift communicating with the garage door at the south end of the Henry Street façade. The lift, system and software, and safety device will be provided by Park Plus, Inc. The Sponsor will execute a service contract with the supplier to maintain the lift and care for the storage system. Car owners open the Henry Street garage door with a remote and drive onto the lift. An infrared safety system will confirm that the car is properly located on the lift and the driver and passengers must exit the vehicle and vacate the loading bay area. Upon a signal operated by the driver from a console outside the lift area the automated parking system will transfer the unoccupied vehicle and move the empty car to a space in the cellar, which will not be accessible to the building tenants or any unauthorized persons. There will be therefore no need for striping, signs or other parking space identifiers.

ARTICLE 4
THE UNITS

4.1 Exhibit B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit designation and tax lot, approximate square foot area, number of rooms, the portions of the Common Elements (as hereinafter defined) to which the Unit has immediate access or the right to exclusive use; and the percentage interest in the Common Elements appurtenant to such Unit. The location of such Unit is shown on the floor plans of the Building (the "Floor

Plans") certified by BKSK Architects LLP, intended to be filed in the Kings County office of the Register of the City of New York (the "City Register's Office") simultaneously with the recording of this Declaration.

ARTICLE 5
DIMENSION OF UNITS

5.1 Generally, a Unit consists of the square foot area of the Unit measured as follows: (a) vertically from the top of the concrete or wood flooring to the underside of the concrete or sheetrock ceiling and (b) horizontally from the exterior side of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls and partitions separating one unit from another unit, or the exterior side of the interior walls and partitions separating a unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. As is customary in New York City, these square foot areas exceed the useable floor area of each unit. Units include entrance doors, interior walls, partitions and doors, floor and ceiling coverings, all windows, including panes, sashes, casements and frames and all equipment, fixtures and appliances, plumbing and wiring affixed, attached or appurtenant to such Unit and benefiting only that Unit. The measurement for any Unit does not exclude for the purpose of computing the size of any Unit, any Common Elements located within the Unit. However, any Common Elements included within any Unit shall not be considered part of that Unit.

5.1.1 The Common Elements within the Unit consisting of any piping, ductwork, wiring, etc., which may or may not be concealed by any suspended ceiling, shall not be considered as part of such Unit.

5.2 Each Unit includes, and each Unit Owner shall be responsible for, all plumbing, gas and heating fixtures and equipment such as dishwashers, heating and air conditioning units, heating equipment, ranges and other appliances, as may be affixed, attached or appurtenant to such Unit. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes attached to the fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment, which a Unit Owner may install within a wall or ceiling, but shall not include gas, water or other pipes, conduits, wiring or ductwork, within the walls, ceilings or floors unless they exclusively serve only such Unit Owner. Each Unit also includes all lighting and electrical fixtures or facilities affixed, attached or appurtenant to the Unit to the extent located within a Unit and serving or benefiting only that Unit.

ARTICLE 6

COMMON ELEMENTS

6.1 The Common Elements of the Condominium (the "Common Elements") consist of the entire Property, including the land, development rights, if any, and all parts of the Building and improvements thereon other than the Units and Limited Common Elements. The Residential Common Elements, Residential Limited Common Elements and Commercial Common Elements are described in Article 6.3, 6.4 and 6.5, respectively. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all facilities therein for the common use of the Units and the Unit Owners, which are necessary or convenient for the existence, maintenance or safety of the Property.

6.1.1 The Common Elements shall remain undivided and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of Article 19 hereof and the By-Laws.

6.2 The Common Elements include, without limitation, the following:

6.2.1 The Land and the development rights, if any,

6.2.2 All foundations, columns, girders, beams and supports;

6.2.3 All exterior walls and columns of the Building, not including the unfinished surface of sheetrock within a Unit, which abuts the metal stud, brickwork, or insulating material within the exterior walls of the Building; all walls and partitions separating one Unit from another Unit or from corridors, stairs, elevator shafts, and other mechanical equipment spaces, other than the Unit side of the unfinished surface of sheetrock abutting the metal stud, brickwork, or insulating material within the walls and partitions; and all concrete floors and concrete ceilings;

6.2.4 All roofs, halls, corridors, lobbies, stairs, stairways and all entrance doors and door frames separating the Units from the corridors;

6.2.5 All basements and cellars (except to the extent that Units and/or Limited Common Elements are located on such levels), yards, and other areas used in connection therewith, all underground utility or other vaults, all recreational facilities not specifically included within a Unit;

6.2.6 All central and appurtenant installations for services such as power, light, telephone, television, gas, hot and cold water, including all pipes, ducts, chutes, wires, cables, and conduits used in connection therewith, whether located in common areas or in Units and all other mechanical equipment spaces;

6.2.7 All tanks, pumps, motors, fans compressors and control equipment;

6.2.8 All sewage and drainage pipes and facilities; and

6.2.9 All other parts of the Property and all apparatus, installations and facilities existing in the Building or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

6.3 The Residential Common Elements: The Residential Common Elements include, but are not limited to, the areas of the Building listed below, including equipment, all stairwells, interior walls, doors, partitions, floors, ceilings, the elevator, including without limitation, all elevator equipment such as motors and control equipment, intercom system, providing access to the Residential Units located therein and include, without limitation, the following:

6.3.1 Cellar: parking area; automated lift system and automated car lift system control room; building manager's office; staff water closet; elevator machinery and elevator control room; and garbage bin;

6.3.2 First (Ground) Floor: Elevator; elevator shafts; bicycle storage; stairs; residential lobby; vestibule; and automated car lift system drop off area;

6.3.3 Second through Fourth Floors: Elevator shafts; vents and ventilations shafts; and stairwells;

6.3.4 Roof: Elevator machinery; stairs; and vents and shafts servicing the Residential Units; and

6.3.5 Bulkhead Roof: Elevator machinery room; stairs in bulkhead and any mechanical equipment, vents and shafts servicing the Residential Units; and

6.4 Residential Limited Common Elements: The Residential Limited Common Elements include, but are not limited to, the Storage Lockers, terraces, balconies or patios to which one or more Residential Units have exclusive or semi-exclusive use, mailboxes and any area of the Building which will be available for the exclusive or semi-exclusive use of a particular Residential Unit Owner. The Residential Limited Common Elements shall also include any space or area forming a part of the Common Elements hereafter incorporated in an Unsold Unit in accordance with the rights reserved for Sponsor and its designee in Article 10.1 below, which incorporated space or area shall be for the exclusive use of the owner of such Unsold Unit.

6.5 Commercial Common Elements: The Commercial Common Elements include, but are not limited to, vents and three (3) ventilation shafts, the first, extending from the first (1st) floor of the Building to the roof, the second, extending from the first (1st) floor of the Building to the roof and the third extending from the fourth (4th) floor to the bulkhead roof.

6.6 Commercial Limited Common Elements: The Commercial Limited Common Elements include, but are not limited to, the areas of the Building, including the exterior walls below the enclosing the Commercial Unit, interior walls, doors, storefronts, commercial stairs, portions of the roof above the Commercial Unit and the ventilation flue or other mechanical equipment, if and when constructed. The Commercial Limited Common Elements also includes any space or area forming a part of the Common Elements hereafter incorporated in the Commercial Unit in accordance with the right reserved for Sponsor and its designee in Article 15 below, which incorporated space or area shall be for the exclusive use of the owner of the Commercial Unit.

ARTICLE 7

NAME OF CONDOMINIUM

7.1 The Condominium and the Building shall be designated as the 325 Henry Street Condominium. Only the Sponsor shall have the right to change the name of the Condominium. In addition, Declarant shall have the right, at its option, for as long as the property is a Condominium, to maintain a plaque identifying Declarant as the Sponsor of the Condominium offering, together with such information as Declarant determines in its sole discretion.

ARTICLE 8
USE OF UNITS

8.1 As more particularly set forth in the By-Laws, the Building will contain nine (9) Units, of which eight (8) are Residential Units and are intended to be used as a residence, but not more than one (1) family may occupy a Unit at one time, and one (1) of which is a Commercial Unit which is intended to be used as a retail store, or for such uses as may be allowed by law, subject to such limitations as may be contained in the By-Laws. A Unit owned or leased by an individual corporation, partnership, fiduciary, or any other entity may only be occupied by said individual, or an officer, director, stockholder, or employee of such corporation, or a partner or employee of such partnership, or said fiduciary (including directors, officers, stockholders or employees of corporate fiduciaries, or partners or employees of partnership fiduciaries) or the beneficiary of said fiduciary, or a principal or employee of such other entity, respectively, or members of the immediate family or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such family members or guests); except that any Unit may be used as a professional office or for any other lawful purpose, provided such use is in compliance with applicable zoning and other governmental regulations does not violate the then Certificate of Occupancy covering such Unit, and the prior written consent of the Sponsor or the Condominium Board is first given, which consent shall not be unreasonably withheld. Units can only be leased in accordance with the By-Laws and the Rules and Regulations. A home office use hereunder shall only be accessory to the Residential use of the Residential Unit. No signs shall be allowed in connection with the home office.

8.2 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary. Sponsor or its designee and their respective successors and assigns may, without the permission of the Condominium Board (i) use any Unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units, or for any other purpose, or (ii) grant permission for the use of any Unit as a professional office or for any other purpose, provided such use is permitted by law and does not violate the then existing Certificate of Occupancy covering such Unit, and the user of such Unit complies with all applicable governmental regulations.

8.3 The Residential Unsold Units (as defined in the Plan) may be used as a single- family residence and for any home occupation permitted by law. Any Unit may be used as a professional office or for any other lawful purpose, provided such use is in compliance with applicable zoning and other governmental regulations, does not violate the then Certificate of Occupancy covering such Unit, and the prior written consent of the Sponsor or the Condominium Board is first given, which consent shall not be unreasonably withheld. Units can only be leased in accordance with the By-Laws and the Rules and Regulations.

8.4 No nuisance or immoral, improper, offensive or unlawful use shall be allowed in the Building or any portion thereof. No portion of a Residential Unit, other than the entire Unit, may be rented, and no transient tenants may be accommodated therein. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Board of Managers, whoever shall have the obligation to maintain or repair such portion of the Property.

8.5 Commercial Unit Owner shall have the right, in its sole and absolute discretion, to use the Commercial Unit for any lawful purposes and the Commercial Unit may be subdivided into any lawful configuration, including the use of the space for restaurant purposes. Notwithstanding the foregoing, no portion of the Commercial Unit may be used:

(i) for obscene or pornographic purposes or activities or the sale or distribution of any obscene or pornographic material, as such terms are defined in Section 235 of the New York Penal Law; or

(ii) for the purpose of performing any abortions or providing any professional counseling or advice advocating abortions or family planning; or

(iii) as a welfare center, a settlement house, or homeless shelter; or

(iv) as a drug rehabilitation/methadone clinic.

The Condominium Board and the Unit Owners do not have any right of approval over the use of the Unsold Units or any part thereof.

ARTICLE 9
CHANGES IN THE CONDOMINIUM

9.1 Except to the extent prohibited by law, Sponsor or its designee and its respective successors and assigns shall have the right, without the vote or consent of the Condominium Board, other Unit Owners or the representatives of holders of mortgages on Units, if any, to: (a) make alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Units owned by Sponsor or its designee ("Unsold Units"); (b) change the layout of, or number of rooms in any Unsold Units from time to time; (c) change the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, combining several Unsold Units (including those resulting from such subdivision or otherwise) into one (1) or more Units, altering the boundary walls between any Unsold Units, or otherwise; (d) incorporating into any Unsold Unit any of the Common Elements (whereupon any such Common element shall be deemed to be a Limited Common Element, including, but not limited to, hallway space), provided only that access to any other Unit on the floor is not materially impaired; and (e) reapportion among the Unsold Units affected by such change in size or number, pursuant to Article 10) their appurtenant interest in the Common Element, provided, however, that the percentage interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided, further, that Sponsor or its designee and its respective successors and assign shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction, and shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom. The provisions of this Article may not be added to, amended, modified or deleted without the prior written consent of Sponsor or its designee and its respective successors and assigns. By the prior written permission of the Condominium Board, which permission shall not be unreasonably withheld, any other Unit Owner may be given, with respect to such owner's Unit, the same rights as are set forth in this Article with respect to Unsold Units, and provided further that such rights do not adversely affect any other Unit.

ARTICLE 10
PERSON TO RECEIVE SERVICE

10.1 The Secretary of State of the State of New York is hereby designated to receive service of process in any action, which may be brought against the Condominium.

ARTICLE 11
DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

11.1 The respective percentage interest of each Unit in the Common Elements (hereinafter called the "Common Interest") have been determined upon the basis of 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 the Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

ARTICLE 12
ENCROACHMENTS

12.1 If (a) any portion of the Common Elements encroaches upon any Unit, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or (c) any encroachment shall thereafter occur as a result of (i) construction of the Building or settling or shifting of the Building, (ii) any alteration or repair to the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board, or made by Sponsor or its designee or its respective successors and assigns, or any Unit Owner, in accordance with this Declaration or the By-Laws, or (iii) any repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any Taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

ARTICLE 13
FACILITIES AND ALL OTHER COMMON ELEMENTS

13.1 Each Unit shall have an easement in common with all other Units to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cable, conduits, public utility lines and other facilities and all other Common Elements located in any of the Units or elsewhere on the Property which serve such Unit. Each Unit shall be subject to an easement in favor of all Units to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and other facilities and all other Common Elements located in such Unit or elsewhere on the Property which serve other Units. The Condominium Board, superintendent and/or any person authorized by any of the foregoing, shall have the right of access to each Unit to inspect the same; to remove violations noted by any governmental authority against the Unit, the Common Elements, or any other part of the Property; to correct any conditions originating in the Unit and threatening another Unit or any other part of the Common Elements; to install, alter or repair the mechanical or electrical services or other portions of the Common Elements within the Unit or elsewhere in the Building; to read, maintain or replace utility meters or to correct any condition, which violates the provisions of any mortgage covering another Unit, provided such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for dwelling or other lawful purposes. Such entry shall be permitted on not less than one (1) day's notice, except that no notice will be necessary in the case of an emergency, which shall include, without limitation, a condition requiring repairs or

replacements immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building.

13.2 Sponsor or its designee (for as long as either owns any Unit) reserves for itself the right to grant such additional electric, gas, cable television, telephone, water, storm, drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Sponsor or its designee or the Board of Managers, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof or for the general health or welfare of the Owners, tenants and occupants of the appropriate Units, provided, however, that the grant of such additional utility easements, or the relocation of existing utility easements, shall not unreasonably interfere with the use of the Units for their permitted purposes. Any utility company, as well as its officers, employees and agents, shall have a right to access to each Unit and to the Common Elements in furtherance of such easement. However, such right of access shall be exercised in such manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

13.2.1 Each Unit and the Common Elements shall have easements of support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

ARTICLE 14
EASEMENTS

14.1 Each Unit shall have an easement, in common with all other Units, for the exclusive use of the Common Elements.

14.2 Each Unit shall have, in common with all other Units, and each Unit shall be subject to, an easement to use, install, operate, maintain, repair, alter, rebuild, restore and replace such other Units, and any pipes, wires, ducts, vents, cables, conduits, or other lines, equipment or facilities forming a part of or relating to such other Units located in, over, through, under or upon the Unit, other Units, the Common Elements, or other parts of the Property, provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for dwelling or other lawful purposes. Such entry shall be permitted on not less than one (1) day's notice, except that no notice will be necessary in the case of an emergency.

14.3 Each Unit 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.

14.4 Each Unit shall be subject to existing easements in favor of any utility company for construction, use, maintenance, repair and replacement of all utility lines,

wires, terminal boxes, mains, pipes, cables, conduits, and other equipment and facilities in, under, over and across the Land and Building.

14.5 Sponsor or its designee and their respective successors and assigns shall have an easement to maintain on the roof of the Building the roof mechanical equipment, satellite dishes and communication towers, whether related to or unrelated to the operation of the Condominium, or the sales of the Units. Sponsor or its designee and their respective successor and assigns shall also have an easement to maintain, repair and replace, one or more signs on the Property, including the exterior walls of the Building, including the right to install in or upon the walls of the Building such equipment, hooks, supports, materials and other fixtures and equipment as may be necessary to affix the signs to the exterior of the Building. The signs and equipment may be of such size and material and contain such content as Sponsor or its designee deems appropriate. The Sponsor shall have an easement to install such signs on the exterior of the Building, whether or not related to the use or sale of any Unit, provided only that any such signs comply with all governmental rules and regulations relating to any such installation and provided further that if the Commercial Unit is not owned by the Sponsor or its designee then the owner of the Commercial Unit shall obtain the consent of the Sponsor.

Sponsor and its designees and their respective successors and assigns and their agent, servants, contractors and employees shall also have the right of access to the exterior walls and if necessary or desirable, access to the roof of the Building and to other portions of the Building, whether interior or exterior, as may be necessary or desirable for the installation and or maintenance of the signs. Neither the Sponsor nor its designee shall be obligated to pay any fee to the Condominium, nor shall the Condominium be entitled to receive any proceeds from the use of the walls or the roof relating to placing signs on the Building or equipment on the roof.

The Owner of the Commercial Unit shall also have an easement to install on the exterior walls enclosing the Commercial Unit below the second floor of the Building such signs as such Commercial Unit Owner deems appropriate in connection with the use of the Commercial Unit. The Commercial Unit Owner shall also have the right to place on the roof and to run stacks, vents and other equipment to the roof that the Commercial Unit Owner deems necessary or appropriate for the use of the Commercial Unit. The Commercial Unit Owner shall not be obligated to pay any fee to the Condominium for the installation of its signage. The Commercial Unit Owner shall also have the right and an easement, without charge and without the consent of the Board of Managers, to install, connect or connect to, repair and maintain, and replace, if necessary, at its location or the Building air-conditioning equipment or other mechanical equipment, flues or chimneys, ducts or vents or other equipment which service the Commercial Unit

14.6 Sponsor, its contractors, subcontractors, agents and employees shall have the right of access to the Common Elements and the Units for the purposes of completing construction of the Building and to fulfill Sponsor's obligations as set forth in the Offering Plan covering the Condominium under the section entitled "Rights and Obligations of the

Sponsor," provided that access thereto is exercised in such a manner as would not unreasonably interfere with the use of the Units for dwelling and other lawful purposes.

14.7 Sponsor reserves the right, for itself and its designee and its respective successors and assigns (for so long as Sponsor or its designee and its respective successors and assigns own any Units), to grant such additional electric, gas, steam or other utility easements, or relocate any existing utility easements in any portion of the Property as Sponsor or its designee and its respective successors and assigns or the Condominium Board shall deem desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the Unit Owners, tenants and occupants of the Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for dwelling or other lawful purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of the Units for dwelling or other lawful purposes.

14.8 Each Unit Owner who's Unit has one or more appurtenant Limited Common Elements shall have an exclusive easement for the use and enjoyment thereof. The Units having the exclusive use of the Limited Common Elements are indicated on Exhibit B to this Declaration.

14.9 Notwithstanding anything to the contrary contained in section 15.1 hereof, Sponsor and its successors, assignees, invitees, licensees, contractors, employees, agents and tenants shall have an easement in, over, under, through and upon the Common Elements to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units. In addition, Sponsor shall have the right, to the extent not prohibited by Law, to use one or more portions of the Limited Common Elements and Common Elements, as designated by Sponsor, in its sole discretion, for sales, rental, or display purposes, which right shall include, without limitation, the right to place "for sale," "for rent" and other signs and promotional materials of such size and content as Sponsor shall determine, in, on, about and adjacent to the Building (including on the exterior walls thereof) and the Property.

14.10 Sponsor shall have an easement, to construct, maintain, repair, install or replace a ventilation flue or other mechanical equipment, running up the side of the Building, or to be placed on the roof of the Building, at any time after the recording of this Declaration.

14.11 The Board of Managers, the Sponsor and its designees shall have an easement to install pipes, conduits, wires, ducts and other facilities along the walls and above the ceilings of any of the Units.

14.12 Pursuant to the existing zoning laws and building codes, the Owner of any Unit that has appurtenant to it outdoor limited common elements has the right, without

obtaining a permit, to install roof decking and gardening provided, however, that the Unit Owner will not be entitled to use the roof unless and until the Unit Owner installs an adequate traffic surface.

14.13 Sponsor shall have an easement to use the sidewalk surrounding portions of the Building for purposes permitted by Law.

The Condominium shall have the right of access and egress to any Unit for the purposes of making any repairs to any Common Elements located therein or for the purpose of making inspections of the Unit or any Common Elements located therein. The Condominium shall be responsible for the repair or replacement of the roof unless the repair is required as a result of the conduct of the Owner of the Unit or such Owner's guests, invitees, contractors or occupants provided however, that nothing contained herein is intended to obligate the Condominium to repair the traffic surface installed or to be installed by the Unit Owner.

ARTICLE 15
POWER OF ATTORNEY TO THE CONDOMINIUM BOARD

15.1 Each Unit Owner shall grant to the persons who shall, from time to time, constitute the Condominium Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine, together with a fee to cover recording of such power of attorney) (a) to acquire title to, or lease, any Unit and its Appurtenant Interests (as hereinafter defined) whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, (b) to convey, sell, lease, mortgage, or otherwise deal with (but not to vote the interest appurtenant to) any such Unit as acquired, or to sublease any Unit so leased, and (c) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium, which 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 (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, which the Condominium Board deems necessary or appropriate, and (iii) to retain counsel on behalf of any Unit Owner to review the assessed valuation of the unit, and to bring tax certiorari proceedings on behalf of any Unit Owner. Each Unit Owner shall further grant to Declarant a Power of Attorney to amend the Condominium Declaration and to effectuate the rights granted to Declarant under the Declaration and By-Laws and the Plan including the power to execute the required documentation.

ARTICLE 16

ACQUISITION OF INTERESTS IN UNITS

16.1 If (a) any Unit Owner surrenders his Unit, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units heretofore acquired by the Condominium Board or its designee, corporate or otherwise on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any, and (iii) the assets of the Condominium (such interest in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Condominium Board acquires or leases a Unit, together with its Appurtenant Interests, or purchases, at a foreclosure or other similar sale, a Unit together with its Appurtenant Interests; or (c) the Condominium Board purchases from any Unit Owner, who has elected to sell the same, together with the Appurtenant Interests, pursuant to Article 8 of the By-Laws, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners in proportion to their respective interests in the Common Elements.

ARTICLE 17
COVENANTS RUNNING WITH THE LAND

17.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations (true copies of which are annexed hereto and made a part hereof), including, without limitation, the provision of this Article, 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 shall be binding upon, and inure to the benefit of the Owner of all or any part thereof, or interest therein and his and/or her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in, or for the benefit of, the general public. All present and future Owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

17.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of the New York Condominium Act, such provisions shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the New York Condominium Act, but shall,

nevertheless, be valid and binding upon, and inure to the benefit of, the Owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law, with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provisions as a covenant running with the Land. If any provision, which is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the New York Condominium Act, is missing from the Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

ARTICLE 18
AMENDMENTS OF DECLARATION

18.1 Subject to the provisions contained herein or in the By-Laws, with respect to amendments, modifications, additions, or deletions affecting Sponsor or its designee and its respective successors and assigns or any Unsold Units, any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least sixty-six and two thirds (66-2/3%) percent in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 66-2/3% in number and in Common Interest of all Unit Owners, provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners affected. No such amendment, modification, addition or deletion shall be effective until recorded in the New York City Register's Office. The holders of mortgages or Units may, at their election, designate a representative(s) (not to exceed three (3) in number) ("Mortgagee Representatives") to act upon any and all amendments to this Declaration and if such representative(s) is (are) designated and written notice thereof is given to the Condominium Board by certified mail addressed to the office of the Condominium, then any amendment to this Declaration shall require the written approval of said representative(s) (by a majority vote if more than one). Subject to the provisions contained herein or in the By-Laws, with respect to amendments, modifications, additions or deletions affecting Sponsor or its designee and its respective successors and assigns or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by the Unit Owners so to act as their attorney-in-fact. Subject to the rights of Sponsor or its designee and its respective successors and assigns under the terms of this Declaration and the By-Laws this Declaration may not be amended, modified, added or deleted unless (in addition to the consent, if required, of Mortgagee Representatives, if any, as set forth above) eighty (80%) percent in number and in Common Interest of all Unit Owners thereby approve such amendment, modification, addition or deletion in the manner set forth above. Each Unit Owner shall further grant to Declarant a Power of Attorney to amend the Condominium Declaration and to effectuate the rights granted to Declarant under the Declaration and By-

Laws and the Plan including the power to execute the required documentation.

18.2 If the number of rooms in an Unsold Unit is changed, or the size and/or number of Unsold Units is changed (whether as a result of a subdivision or combination of Unsold Units or alteration of boundary walls between Unsold Units, or otherwise) and the appurtenant percentage interest in the Common Elements is reapportioned as a result thereof, then the Sponsor or its designee and its respective successors and assigns shall have the right to execute, or (on its request) to require any other Unit Owner or the Condominium Board to execute and record in the City Register's Office and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as deems appropriate to effectuate the same), reflecting such change in the number of rooms in an Unsold Unit or in the size and/or number of Unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the Common Interests resulting therefrom, all without the approval of the Condominium Board, the Unit Owners or Mortgagee Representatives, if any.

18.3 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no Amendment to the Condominium Documents shall be adopted which would:

18.3.1 interfere with the sale, lease or other disposition of an Unsold Unit;

18.3.2 abridge, modify, suspend, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to Sponsor or its designee (as Owner of a Unit);

18.3.3 impose any discriminatory charge or fee against Sponsor or its designee, unless Sponsor or such designee shall consent thereto, by joining in the execution of such Amendment; or

18.3.4 change the permitted use of any Unit or such Unit's Common Interest, unless the Owner of such affected Unit shall consent thereto by joining in the execution of such Amendment.

18.4 The provisions of 18.1, 18.2 and 18.3 may not be modified, amended, added to or deleted, in whole or in part, without the prior written consent of Sponsor or its designees and its respective successors and assigns (so long as the Sponsor or its designee and its respective successors and assigns owns any Units).

ARTICLE 19

TERMINATION OF CONDOMINIUM

19.1 The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws, or (b)

such time as withdrawal of the Property from provisions of the New York Condominium Act is authorized by a vote of at least eighty (80%) percent in number and Common Interest of all Unit Owners. Sponsor will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in number and in Common Interest of all Unit Owners so elect for such withdrawal, at which time Sponsor may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for the partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his share of such net proceeds all liens on his Unit, in the order of priority of such liens.

ARTICLE 20
WAIVER

20.1 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

21.1 The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE 22

CERTAIN REFERENCES

22.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

22.2 The terms "herein," "hereof' or "hereunder," or similar terms used in this Declaration, refer to this entire Declaration and not to the particular provision in which the terms are used.

22.3 Unless otherwise stated, all references herein to Articles, Section or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 23
SEVERABILITY

23.1 Subject to the provisions of 17.2, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

ARTICLE 24
COVENANT OF FURTHER ASSURANCES

24.1 Any party, which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, an officer of the Condominium, or otherwise, shall at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein, or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24.2 If any Unit Owner or any other party, which is subject to the terms of this Declaration, fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefore, to take any action which such Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner or other party, and such document or action shall be binding on such Unit Owner or other party.

24.3 If any Unit Owner or the Condominium Board or any other party which is the subject to the terms of this Declaration, fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefore, to take any action, which the Condominium Board or Unit Owner or other party is required to execute, acknowledge or deliver or to take pursuant to this Declaration at the request of Sponsor or its designee and its respective successors and assigns, then Sponsor or its designee and its respective successors and assigns is hereby authorized as attorney-in-fact for the Condominium Board or such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action, in the name of the Condominium Board, such Unit Owner or other party, and such document or action shall be binding on the Condominium Board or such Unit Owner or other party, as the case may be.

ARTICLE 25

SUCCESSORS AND ASSIGNS

25.1 The rights and/or obligations of Sponsor or its designee as set forth herein shall inure to the benefit of, and be binding upon, any successor or assign or Sponsor or its designee or, with the consent of Sponsor or its designee, any transferee of all the then Unsold Units. Subject to the foregoing, Sponsor shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interest herein, whether by merger, consolidation, lease, assignment or otherwise.

ARTICLE 26
DEFINITIONS

26.1 All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof will have the meanings set forth in Exhibit C annexed hereto, unless the context in which the same are used will otherwise require. Each of the said capitalized terms shall be applicable to similar and to plural nouns, as well as to verbs of any tense.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the __ day of _____, 201_.

HENRY ATLANTIC PARTNERS LLC
By: Henry Atlantic Manager Remote LLC, its Manager

By: _____
Name: Angelo Cosentini
Title: Manager

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

On the _____day of _____in the year 201_ before me, the undersigned, a Notary Public in and for said State, personally appeared Angelo Cosentini, 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(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

_____
Notary Signature

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL THAT CERTAIN tract or parcel of land situated in the Borough of Brooklyn, County of Kings, City and State of New York, more particularly described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Atlantic Avenue with the easterly side of Henry Street as widened;

RUNNING thence easterly along the southerly side of Atlantic Avenue, 97 feet 4 inches to a point opposite the center of a party wall;

THENCE southerly parallel with Henry Street and part of the distance through said party wall, 80 feet;

THENCE westerly parallel with Atlantic Avenue, 97 feet 4 inches to the easterly side of Henry Street; and

THENCE northerly along the easterly side of Henry Street, 80 feet to the corner, the point or place of BEGINNING.

EXHIBIT B

THE DECLARATION OF
THE 325 HENRY STREET CONDOMINIUM

DESCRIPTION OF THE UNITS

Unit #	Approx. Sq. Ft.	Percentage of Common Elements	Limited Common Elements	Tentative Tax Lots
Commercial Unit	7,985	22.4901%	----------	
2A	1,250	4.51%	Storage Locker 4	
2B	2,166	10.05%	Storage Locker 3; Unit B Terrace	
2C	1,948	9.69%	Storage Locker 5; Unit C Terrace	
3A	1,250	4.52%	Storage Locker 1	
3B	2,166	8.08%	Storage Locker 2	
3C	1,985	7.61%	Storage Locker 6; Balcony	
Penthouse A	2,830	16.19%	Storage Locker 8; Balcony; 4A Roof Terrace	
Penthouse B	2,767	16.87%	Storage Locker 7; Balcony; 4B Roof Terrace	
TOTALS	**24,347**	**100%**		

EXHIBIT C

DEFINITIONS APPLICABLE TO THE 325 HENRY STREET CONDOMINIUM

(1) "Board of Managers" or "Board" or "Condominium Board" shall mean the governing body of the 325 Henry Street Condominium, which was established pursuant to the terms of this Declaration and is to be governed pursuant to the terms of the By-Laws.

(2) "Building" shall mean the building situated on the Land and known as 325 Henry, Brooklyn, New York.

(3) "By-Laws" shall mean the by-laws of the Condominium, which are annexed as Exhibit G to the Plan, as the same may be amended from time to time pursuant to the terms thereof.

(4) "Commercial Common Element" shall have the meaning ascribed to such term in Article 6.5 of the Declaration.

(5) "Commercial Limited Common Element" shall have the meaning ascribed to such term in Article 6.6 of the Declaration.

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

(7) "Common Elements" shall mean all portions of the Property that are owned by the all Unit Owners and generally are for the use, service and benefit, in common, by the Unit Owners excluding the Units and the Limited Common Elements. Each Unit Owner owns a proportionate undivided interest in the Common Elements, which is called the "Common Interest" herein and in the Declaration. The Common Interest of each Unit in the Common Elements is set forth in Exhibit B to the Declaration. The items comprising the Common Elements are more particularly described in Article 6 of this Declaration.

(6) "Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to this Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements and the Limited Common Elements; (ii) the establishment and/or maintenance of a general operating reserve or a reserve fund for working capital, for replacements with respect to the Common Elements and/or Limited Common Elements or to make up any deficit in the Common Charges for any prior year(s): (ill) the purchase, lease, or sublease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell, lease, transfer, or convey the same, or that is to be sold at a foreclosure or other sale; and (iv) generally, the conduct of the affairs of the Condominium.

(7) "Common Interest" shall mean, with respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-i of the Condominium Act, in and to: (i) the Common Elements and the Limited Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all

Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (iv) above; and (v) any other assets of the Condominium.

(8) "Condominium Act" shall mean Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

(9) "Condominium Documents" shall mean this Declaration and all exhibits thereto, including the By-Laws, the Rules and Regulations, the Floor Plans, the form of Unit Deed and the form of Unit Owners Power of Attorney.

(10) "Declarant" or "Sponsor" shall mean Henry Atlantic Partners LLC, having an office located at 58 Thomas Street, New York, New York 10013.

(11) "Declaration" shall mean this declaration as executed by Declarant for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the Condominium ownership thereof.

(12) "Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners, or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler beads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, catch basins, leaden, filters, incinerators, canopies, closets, risers, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, draperies, shades, window coverings, wallpaper, wall coverings, trees shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

(13) "Family Members" shall mean the spouse or one live-in companion, children (natural and adopted, stepchildren, grandchildren, siblings, parents, parents in-law and grandparents of a Unit Owner who reside in such Unit Owner's Unit.

(14) "First Closing" shall mean the first date upon which title to a Unit is conveyed to a purchaser pursuant to the terms of the Plan.

(15) "Floor Plans" shall mean the floor plans of the Units certified by Stephen F. Byrns, A.I.A., LEED, AP, Partner of BKSK Architects LLP, and filed in the Register's Office simultaneously with the recording of this Declaration, together with any supplemental floor plans thereto.

(16) "Initial Control Period" shall mean the period ending the later occur of: (i) the closing of title with purchasers under the Plan to Units having more than eighty (80%) percent of the aggregate Common Interest appertaining to all Units or (ii) five (5) years after the First Closing.

(17) "Institutional Lender" shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, or mortgage trust, or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

(18) "Institutional Mortgage" shall mean any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either the Declarant or its designee or an Institutional Lender.

(19) "Insurance Trustee" shall mean a bank or a trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of $100,000,000 or more, from time to time appointed to serve as such by the Board of Managers.

(20) "Land" shall mean all that certain tract, plot, piece and parcel of land situate, lying and being in the County, City and State of New York, as more particularly described in Exhibit A to this Declaration.

(21) "Law" shall mean the laws and ordinances of any or all of the Federal, New York State, New York City governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other govern- mental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

(22) "Limited Common Elements" shall mean those certain portions of the Land and the Building (other than the Units and the Common Elements) that are to be used by the Owners of one or more specified Units to the exclusion of all other Unit Owners, and more particularly described in Article 6 of this Declaration. The following items as Limited Common Elements appurtenant to the Units indicated:

i. the area on the main Roof reserved for the installation of a private terrace comprising approximately 1,960 square feet, which is appurtenant to, and for the exclusive of Residential Unit Penthouse A;

ii. the area on the main Roof reserved for the installation of a private terrace comprising approximately 1,713 square feet, which is appurtenant to, and for the exclusive of Residential Unit Penthouse B;

iii. the remaining portion of the main Roof comprises approximately 1,560 square feet and is part of the Common Elements, as reflected on the Floor Plans being filed with the Register's Office;

iv. the windows of each Residential Unit, and the windows and storefront of the Commercial Unit, as well as all replacements thereof, are each Limited Common Elements appurtenant to such Residential or Commercial Unit, as applicable;

v. the Storage Lockers located in the Cellar are reserved for, and for the exclusive use of, the associated Residential Units, as reflected on the Floor Plans being filed with the Register's Office.

(23) "Managing Agent" shall mean a Person employed by the Board of Managers pursuant to Section 2.3 of the By-Laws, who shall undertake to perform the duties and services that the Board of Managers shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in Section 2.3 of the By-Laws.

(24) "Majority of Unit Owners" shall mean those Unit Owners having more than fifty (50%) percent of the total authorized votes of all Unit Owners (determined in accordance with the terms of Section 3.10 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

(25) "Mortgagee Representatives" shall mean designated representatives of the holders of mortgages or Units, not to exceed three (3) in number.

(26) "Permitted Mortgage" shall mean a mortgage complying with the provisions of the By-Laws and which the Board has received written notice.

(27) "Permitted Mortgagee" shall mean the holder of any mortgage of a Unit or Units, which is permitted to be placed thereon pursuant to the By-Laws.

(28) "Person" shall mean any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

(29) "Plan" shall mean that certain offering plan to convert the Property to a Condominium filed with the Department: of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.

(30) "Property" shall mean the Land, Building, all other improvements erected or to be erected on the Land, all easements, rights, appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

(31) "Register's Office" shall mean the New York County office of the Register of the City of New York.

(32) "Residential Common Element" shall have the meaning ascribed to such term in Article 6.3 of the Declaration.

(33) "Residential Limited Common Element" shall have the meaning ascribed to such term in Article 6.4 of the Declaration.

(34) "Rules and Regulations" shall mean the rules and regulations of the Condominium, which arc annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

(35) "Selling Agent" shall mean any Person employed by Declarant or its designee in connection with the sale, renting, management, operation, and/or promotion of the Unsold Units.

(36) "Special Assessments" shall mean the charges allocated and assessed by the Board of Managers to the Unit Owners, pro-rata in accordance with their respective Common Interest (except as otherwise provided in the Declaration or in the By-Laws), in accordance with Section 6.1 of the By-Laws.

(37) "Taking" shall mean a government's acquisition of private property.

(38) "Unit" shall have the same meaning as such term is defined in the Condominium Act.

(39) "Units" shall mean more than one (1) Unit.

(40) "Unit Owners" shall mean the Owners of all Units at the time in question.

(41) "Unsold Unit" shall mean any Unit owned by Declarant or its designee at the time in question.

(42) "Unsold Units" shall mean more than one (1) Unsold Unit.

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EXHIBIT D

325 Henry Street Condominium

Located at
325 Henry Street
Brooklyn, New York 11201

UNIT OWNER'S POWER OF ATTORNEY

RESIDENTIAL CONDOMINIUM UNIT NO.___

Block 285
Lot___

Return to:

Bleckner P.C.
350 Fifth Avenue
Suite 6440
New York, New York 10118
Attn: Ian Lester, Esq.

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POWER OF ATTORNEY

The undersigned, _____, residing at 325 Henry Street, Brooklyn, New York, the Owner of Condominium Unit (hereinafter referred to the "Undersigned's Unit") known as Unit No. ___ located at 325 Henry Street, Brooklyn, New York said Unit being designated and described as Unit No. ___ in the Declaration of the 325 Henry Street Condominium (hereinafter referred to the "Condominium") and also designated as Tax Lot __ in Block 285 of the City of New York on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, does hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium's Board of Managers true and lawful attorneys- names, as members of the Board of Managers or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners' respective Common Interests, subject to the provisions of the By-Laws then in effect (1) (a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, or lease the same; (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of paragraph (c) of Section 6.2 of the By-Laws; (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to present; and (2) to 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 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 (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; and (3) to contest the assessed valuation allocated to the Unit or the Property on behalf of any Unit Owner and to settle such contest on such terms as the Board of Managers deems appropriate.

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

The Undersigned does hereby irrevocably nominate, constitute and appoint (until such date as the Sponsor or its designee no longer owns any Unsold Units under the Plan) Henry Atlantic Partners LLC (hereinafter referred to as "Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units, resulting therefrom, made by Sponsor or its designee in accordance with Article 10 of the Declaration, or (2) shall be required by (a) an Institutional lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (by any governmental agency having regulatory jurisdiction over the Condominium, or (b) 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) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, or require a material, physical modification to the Undersigned's Unit, or require a material, physical modification to the Common Elements

serving the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the Undersigned (in the event described in subdivision (i) or (ii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Sponsor or its designees shall cease to own any of the Units in the Condominium.

IN WITNESS WHEREOF, the Undersigned has executed this Unit Owner's Power of Attorney as of this __ day of _____, 201__

_____

_____

_____

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BY-LAWS

of

325 HENRY STREET CONDOMINIUM

325 Henry Street
Brooklyn, New York 11201

Prepared by:

Bleckner P.C.
350 Fifth Avenue, Suite 6440
New York, New York 10118

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BY-LAWS

325 HENRY STREET CONDOMINIUM

ARTICLE 1
GENERAL

Section 1.1. Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the 325 Henry Street Condominium (the "Condominium") in accordance with Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and the Declaration referred to below. The Condominium covers the Property, which consists of: (i) the Land, which is described in Exhibit A to the Declaration of the Condominium; (ii) the building and other improvements now or hereafter to be constructed thereon (hereinafter collectively called the "Building"), including, without limitation, the Units, the Common Elements, Limited Common Elements and all easements, rights and appurtenances belonging thereto; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of the Condominium Act by the recording of the Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the New York City office of the Register of the City of New York (the "City Register's Office"), together with these By-Laws.

Section 1.2. Definitions. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Exhibit C to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforesaid capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3. Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" as used herein shall include the Land, the Building and all improvements thereon (including the Units, Limited Common Elements and the Common Elements) owned in fee simple absolute. All present and future Owners, mortgagees, lessees, sublessees and occupants of Units and employees and guest of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined), as each of the same may be amended from time to time. The acceptance of a deed or conveyance, or the succeeding of title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration, as each of the same may be amended from time to time, are accepted, ratified, and will be complied with.

Section 1.4. Principal Office of the Condominium. The principal office of the Condominium shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

ARTICLE 2

BOARD OF MANAGERS

Section 2.1. General. As more particularly set forth in Sections 2.4, 2.5 and 2.6 hereof, the affairs of the Condominium shall be governed by the Board of Managers. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act as, and shall be, the agent of the Unit Owners, subject to, and in accordance with, the term of the Declaration and these By- Laws.

Section 2.2. Status of the Condominium Board. Unless and until the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Condominium Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3. Principal Office of the Condominium Board. The principal office of the Condominium Board shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

Section 2.4. Powers and Duties of the Condominium Board. The Condominium Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Condominium Board by the Unit Owners. All determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, including, without limitation, as the Condominium Board shall deem necessary or proper in connection therewith: (a) the purchase and leasing of supplies, equipment and material; and (b) the employment, compensation and dismissal of personnel;

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

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

terms of these By-Laws;

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

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

(vi) to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) the affirmative consent of all of the members of the Condominium Board shall be required for the borrowing of any sum in excess of $20,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) the affirmative consent of seventy-five (75%) percent of the Residential Unit Owners shall be required for the borrowing of any sum in excess of $20,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (c) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the Owner of such Unit; and (d) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (vi) shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit;

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

(viii) to use the Common Charges and Special Assessments, if any, collected from Unit Owners, or a reserve fund, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.7 hereof;

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.7 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

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

(xii) to accept the surrender of any Unit pursuant to the terms of paragraph (C) of Section 6.4 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

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

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

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

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

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

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

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

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

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

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

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

(xiv) retaining counsel on behalf of Unit Owners for the purpose of reviewing and/or contesting the assessed valuation of any Unit; commencing tax certiorari proceedings and withdrawing or settling any such proceeding or commencing any other proceeding by or in the name of the Condominium or the Unit Owners. Notwithstanding the foregoing and except for proceedings to collect maintenance charges, the Board shall require the consent of not less than seventy-five (75%) percent in Common Interests of all of the Unit Owners prior to commencing any proceeding the cost of which will exceed one hundred thousand ($100,000) in the aggregate to prosecute any such proceeding to its completion as reasonably estimated by the Board; and

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

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

Notwithstanding anything to the contrary contained in these By-Laws, until the date which is the earlier to occur of (i) five (5) years after the First Unit Closing, or (ii) the Unsold Units represent less than ten (10%) percent of the Common Interest and number of all Units, the Board may not, without Sponsor's prior written consent (a) make any addition, alteration or improvement to the Common Elements (unless required by law); (b) assess any Common Charges for the creation of, addition to or replacement of, all or part of any reserve, contingency or surplus funds in excess of the balance thereof at the time of the first closing of title to a Unit, other than a twelve (12) month reserve for contingencies not exceeding five (5%) percent of the budgeted operating expenses for the ensuing twelve (12) months of condominium operation; (c) hire any employee in addition to the employees provided for in Schedule B entitled "Projected Budget for the First Year of Condominium Operation" set forth in the Offering Plan for 325 Henry Street Condominium, Premises: 325 Henry Street, Brooklyn, New York, as the same has been and may, from time to time be amended (the "Offering Plan"); (d) enter into any service or maintenance contract for work not covered in

said Schedule, or otherwise provide services in excess of those contemplated by such schedule of the Offering Plan, which cost more than $10,000 per year; (e) borrow money on behalf of the Condominium; (f) eliminate or reduce the insurance coverage or any services below contemplated by such Schedule; or (g) undertake any capital or major improvement or addition not mandated by the Offering Plan unless required by law or which is approved by a resolution of the Unit Owners and is necessary to avoid jeopardy to the continued existence of the premises, or which constitutes a danger to health or safety, or to avoid risk of severe deterioration, destruction or breakdown of a component part, fixture or element of the Building. While Sponsor has voting control of the Board, Sponsor will not reduce or eliminate the services to be provided to the Condominium as set forth in this Plan.

Any action of the Condominium Board, which exclusively benefits one or more Unit Owners, shall be taken at the sole expense of said affected Unit Owners. The Board of Managers may not, without the written consent of the Sponsor, take any action, which materially and adversely affects Sponsor's interest in any of the Unsold Units or impairs the Sponsor's ability to perform its obligations, if any, set forth in the Plan unless required to do so to avoid jeopardy to the continued existence of the premises, or which constitutes a danger to health or safety, or to avoid risk of severe deterioration, destruction or breakdown of a component part, fixture or element of the Building.

Section 2.5. Exercise and Delegation of Powers and Duties.

(A) Any act within the power of the Condominium Board to perform, and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Condominium Board.

(B) The Condominium Board may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise, all of the powers of the Condominium Board, subject to both the exceptions and limitations contained in paragraph (D) of this Section 2.5 and such additional exceptions and limitations as the Condominium Board may from time to time deem appropriate, during the intervals between the meetings of the Condominium Board. In addition, the Condominium Board may from time to time appoint, by duly adopted resolutions, such other committees as the Condominium Board may deem appropriate to perform such duties and services as the Condominium um Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section 2.5.

(C) The Condominium Board may employ a Managing Agent to serve at a compensation to be established by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations contained in paragraph (D) of this Section 2.5, the Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section 2.5, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the Condominium Board shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (vii), (x), (xiii),

(xiv), (xv), (xvi), (xvii), (xix), (xx) and (xxi) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in Subsection (B) of this Section 2.5 shall have, or be entitled to exercise, any of the powers of the Condominium Board, except to the extent permitted by Law.

Section 2.6. Number, Election and Qualification of Board Members.

(A) Sponsor's Initial Control Period. The Sponsor or its designee shall designate all members of a three-member Board during the "Initial Control Period". Sponsor shall have the right to vote all of the Common Interest attributable to the Unsold Units, except that, when voting for members of the Board of Managers, Sponsor will, in no event, cast its votes in favor of more than two (2) Sponsor designees to be elected to the three (3) member Board of Managers. Further, at all elections held after the expiration of the Initial Control Period (i.e., the period ending on the earlier to occur of (i) the date on which ninety percent (90%) of the Unsold Residential Units are sold, or (ii) five (5) years from the date of the First Closing), at which time the number of the members of the Board of Directors shall increase to five (5), not more than two (2) of the members of the Board of Managers may be designees of the Sponsor or the then Owner of the Unsold Units. Accordingly, from and after the first meeting of Unit Owners, and the expansion of the Board to five (5) Managers at least two (2) of the members of the Board of Managers shall be unrelated to the Sponsor. A meeting will be held to elect the requisite number of new board members unrelated to the Sponsor within thirty (30) days of the expiration of the control period.

(i) The first Board shall consist of three (3) persons designated by the Sponsor or its designee and respective successors and assigns, none of whom need to be a Unit Owner, and they shall hold office and exercise all powers of the Board.

(ii) The number of the permanent Board members shall be no less than three (3) and not more than five (5) members. After the Initial Control Period the Owner of the Commercial Unit shall designate one (1) member of the Board of Managers. Within thirty (30) days of the expiration of the Initial Control Period, Sponsor shall give a thirty (30) day written notice to all Unit Owners of the First Annual Meeting of Unit Owners for the purpose of electing a new Board of Managers. At such First Meeting of Unit Owners all Unit Owners in good standing shall be entitled to vote for a three (3) member or a five (5) member Board of Managers as then voted upon and immediately thereafter the Unit Owners shall vote to elect the members of the Board. Sponsor or its designee shall have the right to designate a majority of the Board based on its number of Unsold Units.

(iii) In no event shall Sponsor be obligated to transfer control of the Board to the Unit Owners prior to the earlier to occur of (x) the date which is five (5) years from the First Unit Closing title and (ii) closing as to Units representing ninety hundred (90%) percent of the Common Interests.

(B) First Annual Meeting of Unit Owners. Within approximately twelve (12) months after title to the first Unit has been conveyed (other than to Sponsor's designee or a successor and assign of Sponsor or its designee), the first annual meeting of Unit Owners shall be held. Subject to the provisions of Section 2.6(A)(i) through (iii) above, at such meeting the incumbent Board shall resign and a new Board shall be elected by the Unit Owners as provided elsewhere herein. Thereafter, annual meetings shall be held in each

succeeding year as determined by the Board. At such meetings, the Unit Owners shall elect members to fill vacancies in the Board or to succeed retiring members of the Board as provided in Article 2 of these By-Laws and shall also transact such other business of the Condominium as may properly come before the meeting. Notwithstanding the provisions of Section 2.6 or any other provision of these By-Laws to the contrary, after the Initial Control Period, Sponsor may, in lieu of voting, designate two (2) persons to the Board if Sponsor owns two (2) or more of the Units and so long as Sponsor owns at least one (1) or more Units it shall be entitled to designate one (1) member of the Board.

(C) Qualification of Board Members. Except for members elected by Sponsor or the Commercial Unit Owner all other members of the Board shall be Unit Owners or spouses of Unit Owners, or an individual Permitted Mortgagee (as hereinafter defined), or, in the case of partnership Unit Owners or Permitted Mortgagees, shall be managers or employees (or their spouses) of such partnerships, or in the case of corporate Unit Owners or Permitted Mortgagees, shall be directors, officers, stockholders or employees (or their spouses) of such corporation, or, in the case of fiduciary Unit Owners or Permitted Mortgagees, shall be the fiduciaries or their beneficiaries (or their spouses), or directors, officers, stockholders or employees (or their spouses) of a corporate fiduciary, or partners or employees (or their spouses) of a partnership fiduciary. Except for members elected by Sponsor (unless all Units owned by Sponsor are sold), no member shall continue to serve on the Board after he ceases to be a Unit Owner or an interested party in a Unit as specified in the preceding sentence. At such time as title to all Sponsor-Owned Units is conveyed, all members elected by Sponsor or its designee, as a result of its ownership of said Sponsor-Owned Units, shall resign. As used herein, the term "Permitted Mortgagee" means the holder of any mortgage of a Unit or Units, which is permitted to be placed thereon pursuant to these By-Laws. All members must be over the age of eighteen (18). After the Initial Control Period, the President and the Treasurer of the Board must be members who reside at the Condominium and who are unrelated to the Sponsor and its principals.

(D) Election of Condominium Board. Subject to the provisions of Section 2.6(A)(i) through (iii), all elections of Board members shall be determined by a majority of Unit Owners. Except as may otherwise be provided by law, as used in these By-Laws

(i) the term "Majority of Unit Owners" means those Unit Owners having more than one-half of the total authorized votes of all Unit Owners who are present in person or by proxy and voting at any meeting at which a quorum is present;

(ii) the term "quorum" of the Unit Owners means the presence, in person or by proxy, of Unit Owners owning more than one-half (1/2) of the Common Interests of all Units

(iii) at all meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes. Board Members shall be elected by a majority of the votes cast at a meeting at which a quorum shall be present.

(iv) Each Unit Owner or one (1) person designated by such Unit Owner to act by proxy on his behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit, at all meetings of Unit Owners. The designation of any

such proxy shall be made in writing to the Secretary of the Condominium and shall be revocable at any time by written notice to such Secretary by the Unit Owner so designated.

(v) A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Neither the Board nor its designee shall be entitled to vote any interest appurtenant to any Unit owned by the Board or its designee, and the Common Interest of such Unit shall be excluded from the total of Common Interests when computing the total Common Interest of all Unit Owners for voting purposes.

(vi) At all meetings of Unit Owners Sponsor or its designee shall be able to vote and thus able to exercise its vote in Board elections. When the Sponsor or its designee no longer owns any Unsold Units neither Sponsor nor its designee shall have any further right to vote.

(vii) At all meetings of Unit Owners each Unit Owner (or his or her proxy) entitled to vote thereat (including Sponsor with respect to Units owned by Sponsor) shall be entitled to cast one (1) vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to his or her Unit.

(E) Form of Ballot. When voting for members of the Board, the voting shall be by ballot and shall state the name of the Unit Owner voting, the number of such Unit Owner's Unit and the percentage of Common Interests owned by such Unit Owner, and, in addition, the name of the proxy if such ballot is cast by a proxy. Nothing contained in these By-Laws shall be determined to permit cumulative voting.

Section 2.7. Term of Office of Members. The term of office of each non-sponsor designated member of the Condominium Board shall consist of at least one (1) member for (1) year and one (1) member for two (2) years. A Sponsor designated member shall have the right to serve indefinitely. Notwithstanding anything to the contrary, however, each Condominium Board shall serve until a successor Board is elected and qualified. At the expiration of the initial term of office of each member, his or her successor shall be elected to serve for a term of two (2) years. The members shall hold office for the term herein fixed and until their successors have been qualified and elected. There shall be no limit on the number of successive terms a member may serve on the Board, if elected as herein provided.

Section 2.8. Resignation and Removal of Members. Any member of the Condominium Board may resign his or her membership at any time by giving written notice thereof to the Condominium Board. Subject to the provisions of Section 2.6(A), at any regular or special meeting of Unit Owners, any one or more of the members of the Board may be removed with or without cause by a vote of seventy-five percent (75%) vote of the Unit Owners, and a successor may then and there or thereafter be elected to fill the vacancy thus created, except that members elected by Sponsor or its designee may only be removed by Sponsor or said designee, respectively, and only Sponsor or said designee shall have the right to designate a replacement for any member removed by Sponsor or said designee. Any member of the Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 2.9. Vacancies. Any vacancy in the Board caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority

of the remaining members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the managers present at such meeting may constitute less than a quorum, and each person so elected shall be a manager of the Board for the remainder of the term of the member creating such vacancy and until a successor shall be elected at the next annual meeting of the Unit Owners. Notwithstanding the foregoing, vacancies of members elected by the Sponsor or its designee shall be filled only by the Sponsor or said designee, respectively.

Section 2.10. Organizational Meeting of the Condominium Board. The first meeting of the Board following each annual meeting of Unit Owners shall be held within ten (10) days after such annual meeting at such time and place in the City of New York as shall be fixed by a majority of the members thereof, and no notice shall be necessary to the newly elected Board members in order to legally constitute such meeting, provided that a majority of the members of the Board shall be present thereat.

Section 2.11. Regular Meetings of the Condominium Board. Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof, provided that at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each member thereof by personal delivery, mail or e-mail at least five (5) business days prior to the date scheduled for such meeting.

Section 2.12. Special Meetings of the Condominium Board. Any officer of the Board may call a special meeting of the Condominium Board whenever he or she deems the same to be necessary or desirable provided all members of the Board are given oral, written or electronic communication with a minimum of 48-hour notice unless all Board members agree to an earlier meeting.

Section 2.13. Waiver of Notice of Meetings. Any member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Condominium Board at any meeting thereof shall constitute a waiver by him or her of notice of the time and place thereof.

Section 2.14. Quorum of the Condominium Board. For purposes of all meetings of the Condominium Board, the attendance of a majority of all Board Members thereof shall be required for the transaction of business. In connection therewith, one or more members of the Condominium Board may participate in any meeting thereof by means of telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes.

Section 2.15. Conduct of Meetings. The minutes of the meetings of the Condominium Board shall be faithfully recorded, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of meetings of the Condominium Board unless the same shall be in conflict with the terms of the Declaration, these By-Laws or the Condominium Act.

Section 2.16. Decision by the Condominium Board. Except as otherwise expressly provided in the Declaration or these By-Laws, the affirmative vote of a majority of the members of the Condominium Board shall constitute the decision of the Condominium Board. Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Condominium in the minutes of the Condominium Board. In the event of a deadlock in voting between units or in the Condominium Board, such deadlock shall be submitted to an arbitration board in accordance with Article 9 "Arbitration", below.

Section 2.17. Compensation of Members. No member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.18. Common or Interested Members of the Condominium Board. Each member of the Condominium Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by law, no contract or other transaction between the Condominium Board and either (x) any of its members or (y) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the members of the Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniary or otherwise, shall be deemed either void or voidable because either (1) any such member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved, or ratified, or (2) the vote of any such member was counted for such purpose, provided, however, that either:

(i) the fact thereof is disclosed to, or known by, the Condominium Board or noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by vote of the Condominium Board;

(ii) the fact thereof is disclosed to, or known by the Unit Owners, and the Unit Owners authorize, approve, or ratify such contract or transaction; or

(iii) the contract or transaction is commercially reasonable to the Condominium Board at the time that the same is authorized, approved, ratified, executed, or otherwise consummated.

Any such member of the Condominium Board may be counted in determining the requisite attendance of any meeting of the Condominium Board that authorizes, approves, or ratifies any such contract or transaction. The Sponsor is not subject to this section in regard to contracts with or employment of agents, contractors and specialists in order to complete construction, maintain, repair or replace one or more sections of the Property in order to comply with the building code and any government agency with jurisdiction thereof, and representations set forth in the Offering Plan.

Section 2.19. Liability of the Condominium Board.

(A) To the extent permitted by law, no manager of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of any managing agent or superintendent in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Board members shall have no liability to Unit Owners for errors of judgment, negligence or otherwise, except that a Board manager shall be liable for his own bad faith or willful misconduct. All Unit Owners, as the case may be, shall severally, to the extent of their respective interests in their Units and their appurtenant interest in the Common Elements, indemnify each Condominium Board member against any liability or claim, except those arising out of his own bad faith or willful misconduct. The Board may contract or effect any other transaction with any Board member, any Unit Owner, Sponsor or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

(B) Every contract made, and other document executed, by or on behalf of the Condominium Board, any committee thereof, or the Managing Agent shall expressly state (if obtainable and in addition to the limitation of liability of the officers of the Condominium and the Unit Owners pursuant to the terms of Sections 3.10 and 4. 12 hereof, respectively) that the same is made or executed by or on behalf of the Condominium Board, such committee, or the Managing Agent solely as agent for the Unit Owners and that the members of the Condominium Board or such committee or the Managing Agent shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(C) Neither the Condominium Board nor any member thereof shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense; or

(ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(D) The Unit Owners shall jointly and severally indemnify and hold each member of the Condominium Board harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact that such individual is or was, a member of the Condominium Board, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such member. To the extent that a manager of the Board or an officer of the Condominium has been successful on the merits, or otherwise in the defense of any action, suit or proceeding, or in defense of any claim, issue or matter therein, or has settled such action, suit or proceeding with the consent of the other members of the Board, or if all Board members are co-defendants with the consent of a majority in Common Interest of all Unit Owners, he or she shall be indemnified against any losses, liabilities or expenses (including legal fees) actually and

reasonably incurred by him in connection therewith, consistent with the limitation expressed in Section 2.19(A).

(E) Expenses incurred in defending a civil action, suit or proceeding may be paid by the Condominium in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking, by or on behalf of the person or entity seeking such indemnification or payment in advance, to prepay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Condominium as authorized in this Section 2.19.

(F) The Board shall obtain and ensure maintenance of fidelity bonds or insurance, in amounts deemed to be appropriate by it, for all its members, officers and employees and the managing agent or manager, if any, employed by it and the premium of such bonds or insurance shall constitute General Common Expenses.

Section 2.20. Committees. The Board may, subject to such limitations and exceptions as the Board may prescribe, appoint an Executive Committee and such other committees as the Board may deem appropriate, each to consist of three (3) or more managers of the Board.

Section 2.21. Incorporation of Condominium Board of Unit Owners. The Board or the Unit Owners may be incorporated as permitted by the laws of the State of New York. In the event that the Board of Unit Owners so incorporate, they shall have, to the extent permitted by applicable law, the status conferred upon them under such laws in addition to the status conferred upon them under, or pursuant to, the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation.

Section 2.22. Condominium Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board may act as the agent of the Unit Owners, subject to, and in accordance with, the provisions of the Declaration and these By-Laws.

ARTICLE 3
OFFICERS

Section 3.1. General. The principal officers of the Condominium shall be the President, the Secretary and the Treasurer. The Condominium Board may appoint a Vice President, an Assistant Treasurer, an Assistant Secretary and such other officers as in its discretion may be necessary or desirable. Where necessary, one individual may act as or hold the office of more than one office. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by the officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2. President. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium

Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL"), including, but not limited to, the power to appoint the members of all committees created by the Condominium Board from amongst the Unit Owners from time to time as he or she may decide, in his or her discretion, are appropriate to assist in the conduct of the affairs of the Condominium. The Sponsor or its designee shall be the President of the Board as long as it has the right to designate a majority of the Board. The Sponsor or its designee need not be residents of the Condominiums.

Section 3.3. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Condominium Board shall appoint some other member of the Condominium Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him or her from time to time by the Condominium Board or by the President.

Section 3.4. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5. Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board or in the name of the Managing Agent in such depositories as may from time to time be designated by the Condominium Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6. Election, Term of Office and Qualifications of Officers. The officers of the Condominium Board shall be elected annually by a majority vote of the Condominium Board from amongst the members of the Board, taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. All members of the Board and officers of the Board shall be resident Unit Owners, except for Sponsor and its designee or the designee of the Commercial Unit Owners who need not be resident Unit Owners.

Section 3.7. Removal and Resignation of Officers. Any officer of the Condominium may be removed from office with or without cause, by an affirmative vote of a majority of the members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the Condominium Board. Finally, if an officer of the Board shall cease to be a member of the Condominium Board during his or her term of office, such officer shall be deemed to have resigned his or her office effective upon the date upon which his or her membership shall cease.

Section 3.8. Vacancies. Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.9. Compensation of Officers. No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.10. Liability of the Officers of the Condominium. (A) The officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each officer of the Condominium shall be liable thereto for his or her own bad faith or willful misconduct. In addition, every contract made, and other document executed, by one or more officers or other Persons on behalf of the Condominium shall expressly state (if obtainable and in addition to the limitation of liability of the members of the Condominium Board and the Unit Owners pursuant to the terms of Sections 2.19 and 4.12 hereof, respectively) that the same is made or executed by such officers or Persons on behalf of the Condominium solely as agent for the Unit Owners and that such officers or Persons shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(B) None of the officers of the Condominium shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by any such officer on behalf of the Condominium or to be paid for as a Common Expense; or

(ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(C) The Unit Owners shall jointly and severally indemnify and hold each officer of the Condominium harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact that such individual is or was, an officer of the Condominium, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such officer.

ARTICLE 4
UNIT OWNERS

Section 4.1. Annual Meetings of the Unit Owners. The first annual meeting of the Unit Owners shall be held approximately one year from the first unit closing provided twenty-five percent of the Units have closed title. Thereafter, within sixty (60) days from the date that 75% of the Residential Units close title to their Units as provided both in this Article 4 and in Article 2 hereof. Annual meetings of the Unit Owners shall be on or about the anniversary date of the first annual meeting unless otherwise set forth by majority vote of the Unit Owners. At each such subsequent meeting, the Unit Owners shall transact such business as may properly come before such meeting. In the event that any annual meeting of members is delayed, the existing Condominium Board shall continue to serve.

Section 4.2. Special Meetings of Unit Owners. The Condominium Board shall call a

special meeting of the Unit Owners whenever so directed by the President of the Board or by a duly adopted resolution of the Condominium Board or upon receipt of a petition calling for such a meeting signed by at least five (5) Residential Unit Owners or four (4) Residential Unit Owners and one (1) Commercial Unit Owner. It shall be the duty of the Secretary of the Board to notify all Unit Owners of record by mail, personal delivery, fax, or e-mail at least five (5) business days but not more than fifteen (15) days prior to such meeting stating the purpose thereof and the date, time and place of the meeting and no business shall be transacted at such special meeting except business reasonably related to such stated purposes. Only Unit Owners in good standing may vote at such meetings.

Section 4.3. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place as may be designated by the Condominium Board.

Section 4.4. Notice of Annual Meetings. (A) The Condominium Board shall give notice of each annual meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail, telephone, e-mail, or telegram not later than thirty (30) business days prior to the day fixed for the meeting and not earlier than fifteen (15) business days; however, the mailing of such notice to any Unit Owner, addressed to his or her address at the Property, at least ten (10) days prior to the day fixed for the meeting shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Condominium Board not less than ten (10) days prior to the giving of notice of the applicable meeting.

Section 4.5. Quorum of the Unit Owners. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of a Majority of all Unit Owners shall be required at all meetings of the Unit Owners.

Section 4.6. Conduct of Meetings. The minutes of all meetings of the Unit Owners shall be faithfully recorded, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat.

Section 4.7. Order of Business. The order of business at all annual meetings of the Unit Owners shall be as follows:

(i) Roll call;

(ii) Proof of notice of meeting;

(iii) Reading of the minutes of the preceding meeting (unless waived);

(iv) Reports of officers of the Condominium;

(v) Reports of committees;

(vi) Reports of inspectors of election (when so required);

(vii) Election or designation of members of the Condominium Board if

there is vacancy);

(viii) Unfinished business; and

(ix) New business.

Section 4.8. Voting at Meetings of Unit Owners.

(A) Subject to the terms of Sections 2.6 and 4.9 hereof, at meetings of Unit Owners, each Unit Owner (including the Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one (1) vote for each unit owned.

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In addition, neither the Condominium Board nor any designee thereof shall be entitled to the vote appurtenant to any Unit owned by the Condominium Board or such designee. The vote of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (B) will be excluded when computing the results of voting.

(C) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two (2) or more Persons own a Unit, they shall designate one Person amongst them the vote appurtenant to their Unit in a writing given to the Condominium Board, and the vote of such desib1Ilee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually exercise the vote appurtenant to such unit under one ballot without division, and the concurrence of all Persons shall be conclusively presumed if any one of them purports to exercise such vote without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote appurtenant to such Unit shall be counted solely for the purpose of determining whether the required attendance is present for such voting.

(D) The owner(s) of any Unit may designate any Person to act as a proxy on his or her behalf. The designation of any such proxy shall be made in a writing both signed and dated by the designator and delivered to the Condominium Board at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Condominium Board; however, no revocation of such a designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Condominium Board.

Section 4.9. Election of Members of the Condominium Board. At such meeting of the Unit Owners for the purpose of voting for members of the Board of Managers, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article 2 hereof.

Section 4.10. Action Without a Meeting. Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if the number of Unit Owners sufficient to approve such an action at a duly constituted

meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this Section 4.10 shall be retained in the records of the Condominium together with a true copy of the resolution to which they relate.

Section 4.11. Title to Units. Title to any Unit may be taken by any Person or by any two (2) or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners in severalty.

Section 4.12. Contractual Liability of Unit Owners. Every contract made by the Condominium Board, by any officer of the Condominium, or by any superintendent or Managing Agent of the Building shall state (if obtainable and in addition to the limitation of liability of the members of the Condominium Board and the officers of the Condominium pursuant to the terms of Section 2.19 and 3.10 hereof, respectively), that the liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) such Unit Owner's interest in his or her Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5
OPERATION OF THE PROPERTY

Section 5.1. Determination of Common Expenses and Fixing of Common Charges.

(A) The Board shall, from time to time, but at least annually prepare a budget to meet the expenses of the Condominium, determine the amount of the charges payable by each Unit Owner and allocate and assess such common charges and expenses among the Unit Owners, pro-rata in accordance with their respective Common Interest or such different method of allocation as is set forth in the "Projected Budget for First Year of Condominium Operation", Schedule B to the Plan, or as is determined by the Board of Managers to reflect the exclusive use or availability or control of a particular Common Elements or services provided by the Condominium. In addition, until the Units are separately assessed for real estate tax purposes, the Board will pay or cause to be paid all taxes with respect to the Property and allocate the cost thereof among all Units in proportion to each Unit's percentage of Common Interest as shown on Schedule A of the Offering Plan, and each Unit Owner will pay to the Board for his proportionate share thereof. Such payment shall be allocated as if it were a Common Charge.

(B) Copies of the estimated annual budget for each fiscal year shall be furnished by the Board to each Unit Owner not later than thirty (30) days prior to its adoption by the Board, and in no event later than thirty (30) days prior to the beginning of each fiscal year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly Common Charge, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. In the event that the Board shall not approve an estimated annual budget or fail to determine new monthly Common Charges for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly Common Charges as last determined. Each Unit Owner shall pay his monthly Common Charge on or before the first day of each month to the managing agent, or

as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his Common Charge by abandoning or not using his Unit or the Common Elements.

(C) For the first fiscal year, the annual budget shall be approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly Common Charge for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his or her Unit, each Unit Owner shall pay his Common Charge for the following month or fraction of a month, which shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which Common Charge shall be as computed by the Board.

(D) Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, but in any event within one hundred twenty (120) days, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, prepared by an independent public accountant, showing an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or Common Charges and showing the net excess or deficit of income over expenditures plus reserves, and such other information as the Board shall deem desirable.

(E) In the event that during the course of any year, it shall appear to the Board that the monthly Common Charges, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, or if there shall be any non-recurring Common Expenses or any Common Expenses not set forth in the annual budget as adopted, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental Common Charge shall be made to each Unit Owner for his proportionate share of such supplement budget, subject, nevertheless, to the following rules: Any nonrecurring Common Expense, any Common Expense not set forth in the budget as adopted, and any increase over the amount in the annual budget shall be separately charged against all Unit Owners.

(F) The excess of all rents, profits and revenues derived from the rental or use of any space forming part of, or included in, any Common Element remaining after the deduction of the expenses in connection therewith shall constitute income of the Unit Owners, and be collected on behalf of the Unit Owners by the Board. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, in no event shall any rent, profit or revenue be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

Section 5.2. Liability for Common Charges: Liens.

(A) No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws) of such Unit together with its appurtenant interest in the Common Elements. Any Unit Owner may convey such Unit together with its appurtenant

interest in the Common Elements to the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and in such event be exempt from Common Charges thereafter accruing, subject to the terms and conditions of these By-Laws and provided that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages and the statutory lien for unpaid Common Charges, and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then existing with respect to such Unit. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit, except that, to the extent permitted by law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage (as hereinafter defined) shall not be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. Except to the extent prohibited by law, the Board, on behalf of all Unit Owners, shall have a lien on each Unit for unpaid Common Charges, together with interest thereon, assessed against such Unit.

(B) All liens provided for in Section 5.2(A), to the extent permitted by applicable law, shall be subordinate to a lien for real estate taxes on the Unit.

Section 5.3. Collection of Common Charges. The Board shall take prompt action to collect any Common Charges due to the Board, including, but not limited to, the institution of such actions for the recovery of interest and expenses as provided in this Article 6.4.

Section 5.4. Default in Payment of Common Charges. If any Unit Owner fails to make payment of all or any part of Common Charges on or before ten (10) days from their due date, such Unit Owner shall be obligated to pay a "late charge" of fifty ($50.00) Dollars per month for each Common Charge payment, or any part thereof, that remains unpaid (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), together with all expenses, including without limitation, attorney's fees paid or incurred by the Board or by its managing agent in any proceeding brought to collect such unpaid Common Charges, or in an action to foreclose the lien on such Unit arising from said unpaid Common Charges, as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by law. All such "late charges" and expenses shall be added to, and shall constitute, Common Charges payable by such Unit Owner.

Section 5.5. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the interest appurtenant to such Unit). A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. If the net proceeds received on such foreclosure (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the

deficit.

Section 5.6. Statement of Common Charges. The Board shall promptly provide any Unit Owner who so requests with a written statement of all unpaid Common Charges due to it from such Unit Owner. The Board may establish a reasonable charge for issuance of such statement.

Section 5.7. Insurance. (A) If the same shall be obtainable, the Condominium Board shall obtain, and shall maintain in full force and effect, fire insurance policies with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by Unit Owners or the tenants of Unit Owners) and covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear. Each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance or other insurance, (c) invalidity arising out of any acts of the insured, and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to either the Condominium Board or the Insurance Trustee, as provided in Section 5.5 hereof;

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Condominium Board and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either cancelled or substantially modified except upon at least ten days' prior written notice to all of the insureds, including all Permitted Mortgagees.

(v) Duplicate originals or certificates of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be sent to all Unit Owners and Permitted Mortgagees at least ten days prior to the expiration of the then current policies.

(vi) The Condominium Board shall also obtain and maintain, to the extent practical:

(a) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insureds (a) the Condominium Board and each member

thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his or her own Unit);

(b) rent insurance (if applicable);

(c) workmen's compensation and New York State disability benefits insurance;

(d) boiler and machinery insurance; and

(e) such other insurance as the Condominium Board shall from time to time determine.

(vii) Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(viii) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(a) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof: the coverage shall be in an amount equal to not less than eighty percent of the full replacement cost of the Building, exclusive of excavation and foundations, without deduction for depreciation, as approved by a fire insurance company, a qualified insurance broker, or another qualified source;

(b) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (A) hereof, such policies shall contain single limits of not less than $500,000.00 in the aggregate until the first regular meeting of the first Condominium Board elected by the Unit Owners; and

(c) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (ii) of paragraph (b) hereof, the coverage shall be in an amount equal to the aggregate of all of the Unit Owners' Common Charges for one year.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.7, together with the fees and disbursements of any Insurance Trustee appointed by

the Condominium Board pursuant to the terms of these By-Laws, shall be borne by the Condominium Board as a Common Expense.

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

The Board shall be required to give written notice to each Unit Owner of insurance maintained by the Board against loss or damage by fire and such other hazards as may be required, and of any change therein or termination thereof.

Section 5.8. Maintenance and Repairs. Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, and replacements, whether structural or non-structural, ordinary or extraordinary,

(i) in or to any Unit and all portions thereof (including, but not limited to, the interior walls, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, windows and their frames, si11s and sashes, interior face of all doors (entrance and terrace or patio, if any) and their frames and saddles, exposed plumbing, gas and heating fixtures, shall be performed by the owner of such Unit at such Unit Owner's cost and expense; and

(ii) in or to the Common Elements shall be performed by the Condominium Board as a Common Expense.

(iii) However, if any work is necessitated by any condition or occurrence in the individual unit such Unit Owner shall be liable for such costs which are not paid by the insurance carrier. Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect which the Condominium Board is responsible pursuant to the terms thereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(iv) Notwithstanding anything to the contrary provided in Section 5.1, however, the exterior glass surfaces of all windows of each Unit are to be washed and cleaned by the owner of such Unit at such Unit Owner's sole cost and expense. In addition, if any painting, decorating, maintenance, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium Board as a Common Expense, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace his or her Unit or any portion thereof as required herein.

(v) Each Unit and all portions of the Common Elements shall be kept in first-class condition and order (and free of snow, ice and accumulation of water with respect to any terrace, patio, roof, or other part of the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of terraces, patios, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her Unit.

Section 5.9. Violations of Maintenance Obligations. If any Unit Owner, after receipt of written notice from the Board, fails or neglects in any way to perform any obligations of his or her with respect to the painting, decorating, maintenance, repair or replacement of his or her Unit as provided in this Article, or of any Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Board may perform or cause to be performed such painting, decorating, maintenance, repairs or replacements unless such Unit Owner, within five (5) days after receiving notice of such default by the Board, cures such default, or in the case of default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repairs or replacement in such Unit Owner's Unit shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

Section 5.10. Alterations, Additions, or Improvements in and to Units. Each Unit Owner shall have the right to:

(i) paint and decorate his Unit, install floor coverings, repair or replace appliances, kitchen fixtures and bathroom fixtures within his Unit, without the prior consent of the Sponsor or the Board of Mangers except that in case of removing or delivering large items in or to the Building, such Unit Owner must give prior notice to the Managing Agent;

(ii) make alterations, additions, or improvements in the interior of his unit provided such conforms to the Property's Certificate of Occupancy;

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

(iv) change the layout of his unit excluding structural walls or make any change that require a building permit without the consent of the Sponsor and the board of Managers after sponsor no longer owns any Unsold unit; provided, however, that, with respect to any such alteration, addition, improvement or change in, to, of or upon a Unit;

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

(vi) the Unit Owner shall agree to hold the Condominium Board and a11 other Unit Owners harmless from any liability arising therefrom;

(vii) such alteration, addition, improvement or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property. In the event that any unit is subdivided, the subdivided units shall jointly exercise and share the vote allocated to the original unit. Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option, require the Unit Owner to procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and hours during which any such work may be done;

(viii) other than it pertains to (i) above, a Unit Owners planning any other work to the interior of his unit must first obtain the written approval of the Sponsor as long as Sponsor owns one (l) Unsold Unit. After the Sponsor no longer owns any Unsold Units in the Building, the Unit Owner must first seek approval from the Board of Manager;

(ix) all alterations, additions, and improvements by Unit Owners shall be made in compliance with laws. In connection therewith, the Condominium Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit, provided that, with respect to all such work of a structural nature (but other than that of the nature described in paragraph (B) hereof), the same was approved by the Condominium Board pursuant to the terms of paragraph (A) hereof. All professional fees and expenses incurred by the Board of Managers in connection with review and/or approval of all alterations shall be borne exclusively m by the Unit Owner proposing such alteration. The Unit Owner shall produce and deliver a set of building plans to the Board of managers stamped and perforated by the Buildings Department, a copy of the construction contract and proof of the contractor's license and insurance;

(x) a Unit Owner whose Unit includes a terrace must comply with all local laws and ordinances concerning the type and weight of planters, landscaping features and structures erected or installed in such terrace. No such planter, fixture or structure may be placed on the terrace that which may impair the structural integrity of the waterproofing ability of the terraces, roof membranes and flashing systems of the terraces or which imposes weight exceeding the recommended weight of the roof manufacturer or installer. No terrace may be enclosed nor may any structure, component, antenna be attached to a roof, terrace or parapet. Sponsor or its principals or its designee are not subject to the foregoing requirements;

(xi) neither the Condominium Board nor any Unit Owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s)) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the

applications referred to in paragraph (ix) hereof; (ii) to any contractor, subcontractor, materialman, architect, or engineer on account of any alterations, improvements, additions, or repairs made or asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s) shall agree (in a writing executed and delivered to the Condominium Board, if the Condominium Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the members of the Condominium Board, the officers of the Condominium, and the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

Section 5.11. Alterations, Additions, or Improvements to the Common Elements. Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a Common Expense. Notwithstanding the foregoing, however, whenever the cost and expense of any such alterations, additions, or improvements would, in the judgment of the Condominium Board, exceed $20,000.00 in the aggregate in any calendar year, such proposed alterations, additions, or improvements shall not be made unless first approved by all of the Unit Owners at a duly constituted meeting of the Unit Owners and by the Mortgage Representatives, if any. Except as otherwise provided in the Declaration and in these By-Laws, all such alterations, additions, or improvements costing $20,000.00 or less in the aggregate in any calendar year may be made as aforesaid without the approval of either the Unit Owners or any Mortgage Representatives.

Section 5.12. Casualty or Condemnation.

(A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the applicable terms of Section 5.12 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable to the Condominium Board. In either instance, all such monies actually received (hereinafter referred to as the "Trust Funds") shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.12. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.12, however, no Unit Owner whose Unit, or any portion thereof, is taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph above, the Condominium Board shall arrange for the prompt repair or restoration (hereinafter referred to as the "Work" of): (i) in the event of a Casualty Loss, the portion(s) of the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss or (ii) in the event

of a Taking, the portion(s) of the Common Element affected by such Taking. pursuant to the immediately preceding sentence, work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the work shall be performed, to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. In addition, each Unit Owner whose Unit, or any portion thereof: shall be the subject of all or part of any Work shall have the right, subject to the terms of applications provisions of Section 5.12 hereof, to supervise any redecorating of his or her Unit.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (A) and (B) of this Section, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, and all proceeds of such Special Assessment shall become part of the Trust Funds. However, if the insurance proceeds are not sufficient to discharge the cost and expense of performing any work attributable to any part of the building which is not a "Common Element", such cost and expense must be paid by the owner or owners of the Units or Limited Common Element which were damaged and no special assessment may be levied against the Unit Owners. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to the Unit Owner of the damaged unit, except that no payment shall be made to a Unit Owner until there has first been paid, out of said excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph (C) for any projected deficiency in the amount of the Trust Funds available to the Condominium Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remains unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, free of any claim of any lienor (including, without limitation, any Permitted Mortgagee).

In the event that the damages is caused to both a Unit and Common Elements, the Condominium Board shall retain the services of an insurance adjuster to determine the amount of damages caused separately by the Unit and Common Element and all the underpayment s and overpayments shall be subject to provisions in this paragraph.

(D) If either 75% or more of a Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of the Unit Owners of the Building shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of the resulting sale, together with any Trust Funds,

shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there first has been paid out of such Unit Owner's share of such funds, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

(E) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of paragraph (D) hereof, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit after such Taking bears to the total floor area of such Unit prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Condominium Board and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

(F) As used in this Section, the terms:

(i) "prompt repair or restoration" shall mean that the Work is to be commenced not more than sixty (60) days after the date on which the Condominium Board has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

(ii) "promptly resolve" shall mean that a resolution shall be duly made not more than sixty days after the date on which the Condominium Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharged the estimated cost and expense of the Work, as the case may be.

(G) Any dispute that may arise under this Section between Unit Owners or between any Unit Owner(s) and the Condominium Board shall be resolved by arbitration pursuant to the terms of Article 9 hereof.

Section 5.13. Structural Alterations, Additions, Improvements and Repairs of Units and Appurtenant Limited Common Elements.

(A) Except as otherwise provided in the Declaration, no Unit Owner shall make any structural alteration, addition, improvement or repair in or to his Unit or appurtenant Limited Common Elements without the prior written approval of the Board. Under no circumstances, shall any alteration to or penetration of ceilings in a Unit be made without the prior written approval by the Board of Managers. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural alteration, addition or improvement in or to such Unit Owner's Unit or appurtenant Limited Common Elements within sixty (60) days after such request is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed alteration, addition or improvement. Prior to, and as a condition of, the granting of its consent to the making of a

authority having or asserting jurisdiction in connection with any such structural addition, alteration or improvement made by the Sponsor to any Unit, provided, however, that the Board and the Unit Owners shall incur no liability, cost or expense in connection with such application or document or to any contractor, subcontractor, materialman, architect or engineer on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. If the Board fails to promptly execute any such documents, the Sponsor may execute such documents on behalf of the Board.

Section 5.14. Alterations, Additions or Improvements to Common Elements. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions or improvements in or to any Common Elements shall be made by the Board and the cost and expense thereof shall be charged either to all Unit Owners as a Common Expense or to the Unit Owner responsible therefore, as the case may be. Whenever in the judgment of the Board, the cost to the Board of any such alteration, addition or improvement would exceed $50,000 in the aggregate in any calendar year, then such proposed alteration, addition or improvement shall not be made unless first approved by a majority of the Unit Owners who shall be required to bear the cost and expense thereof as aforesaid, if any. Except as otherwise provided in the Declaration or these By-Laws, all such alterations, additions or improvements costing in the aggregate $50,000 or less in any calendar year may be made as aforesaid without the approval of the Unit Owners.

Section 5.15. Expansion of Certain Common Elements.

(A) If, pursuant to any of the provisions of these By-Laws, any consent by the Board or any Unit Owner is required as a condition precedent to any alternation, addition or improvement to any Common Element (collectively sometime referred to in this Section 5.15 as an "Expansions"), proposed to be made by Sponsor or the Board (collectively sometimes referred to herein as the "Proponent"), such consent shall not be unreasonably withheld or delayed by Sponsor or the Board (referred to in this Section 5.15 as the "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party notice setting forth in reasonable detail the material aspects of such proposed Expansion. If the Opposing Party does not give notice of any objection to the Proponent within thirty (30) days after the Proponent gives its notice, then the Opposing Party shall be deemed to have consented to the making of the proposed Expansion. If the Opposing Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objections of the Opposing Party) within such thirty (30) day period and the Proponent considers such objection unreasonable, then the Proponent may submit to Arbitration the question of whether or not the Opposing Party unreasonably held consent. If in such Arbitration it is determined that the Opposing Party unreasonably withheld its consent, the Proponent may make the proposed Expansion. In no event shall any arbitrator in such Arbitration determine that the Opposing Party reasonably withheld its consent to such proposal if (a) the Proponent makes or causes to be made reasonable provisions for the costs and expenses of the Expansion to be paid by it, and stipulates that no costs and expenses for maintaining and repairing such Expansion after its completion will be charged to the Opposing Party; (b) the proposed Expansion would not unreasonably or unnecessarily interfere with the use and enjoyment of the Owners, tenants and occupants of those Units affected by the Expansion; (c) the proposed Expansion would not materially weaken the structure of the Building; and (d) the proposed expansion does not violate any governmental or other restrictions.

(B) Nothing contained in Section 5.15 shall in any way be deemed to limit either (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as the Proponent believes will meet the objections of the Opposing Party or any arbitrator, or (b) any other party's right, pursuant to the other applicable provisions of these By-Laws or the Declaration, or make any Expansion to a Common Element without the Opposing Party's approval.

Section 5.16. Use of The Property.

(A) No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to its residents or occupants or interferes with the peaceful possession or proper use of the Property by its residents or occupants or that interferes with the peaceful possession or proper use of the Property by its residents or any portion thereof. No immoral, improper, offensive, or unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit Owners or the Condominium Board, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Sponsor as long as Sponsor owns one unsold Unit or the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

Section 5.17. Restrictions on Use of Units.

In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to, and shall be in accordance with, the following provisions:

(A) Each Residential Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit may be owned by an individual, corporation, partnership, fiduciary or any other entity, and may only be occupied by (i) the individual Unit Owner (or members of his family or guests), (ii) an officer, director, stockholder or employee of such corporation (or members of his family or guests), (iii) a partner or employee of such partnership (or members of his family or guests), or (iv) the fiduciary or beneficiary of such fiduciary (or members of his family or guests), or (v) a principal or employee or such other entity (or members of his family or guests), as the case may be. Unless otherwise consented to by the Board or Sponsor, occupants of a leased Unit must be (i) an individual lessee (or

members of his family or guests), (ii) an officer, director, stockholder or employee or a corporate lessee (or members of his family or guests), (iii) a partner or employee of a partnership lessee (or members of his family or guests), (iv) a fiduciary or beneficiary of a fiduciary lessee (or members of his family or guests). "Members of his family" or words of similar import, whenever used herein, shall be deemed to mean spouse, parents, parents-in-law, brothers, sisters, children and grandchildren, and nothing contained herein shall be deemed to prohibit the exclusive occupancy of any Unit by such family members or guests. Notwithstanding the foregoing, the Board may consent to occupancy of a Unit by persons other than those set forth above. If permitted by applicable laws and governmental regulations, and not in violation of the then existing Certificate of Occupancy covering a Unit, and with the prior written consent of Sponsor or the Board, which consent shall be in writing and be personal to such Unit Owner, a Unit Owner may use the Unit for professional offices (e.g., accounting or legal practice), real estate brokerage, for a fine arts studio, for the business or private teaching of not more than four (4) persons, provided, however, that if musical instruction is to be given, only one (1) student may be taught at any time, and for any other lawful purpose. In addition, the number of permitted employees is restricted to one (1) secretary or assistant.

(B) No portion of a Unit (other than the entire Unit) may be sold, conveyed, leased or subleased and Units may not be rented on a transient basis.

(C) The Commercial Unit may be used for any lawful use other than the following:

(i) for obscene or pornographic purposes or activities or the sale or distribution of any obscene or pornographic material, as such terms are defined in Section 235 of the New York Penal Law; or

(ii) for the purpose of performing any abortions or providing any professional counseling or advice advocating abortions or family planning; or

(iii) as a welfare center, a settlement house, or homeless shelter; or

(iv) as a drug rehabilitation/methadone clinic.

(D) The Commercial Unit Owner may install nameplates and/or identification signs on the exterior of the Building, provided that such nameplates and/or identification signs comply with all applicable municipal codes and/or regulations.

(E) Notwithstanding the provisions of Section 5.16, Sponsor may, without the permission of the Board, use any Unsold Unit as models and sales and/or promotion offices in connection with the sale or rental of the Units, as a professional office or for any other purpose, subject only to compliance with applicable governmental laws and regulations.

Section 5.18. Use of Common Elements. Subject to the terms of these By-Laws and as provided in the Rules and Regulations of the Condominium, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Facilities) may be used only for the furnishing

of the services and facilities, and for the other uses, for which they are reasonably suited and capable. The lobbies, vestibules, public halls, stairways and shall be used only for normal passage through them. Accordingly, all Unit Owners shall require their tradesmen to utilize exclusively the entrance designated by the Condominium Board for transporting packages, merchandise, or other objects. No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other part of the Common Elements other than the areas designated as storage areas without the prior consent of the Board. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them. The provisions of Section 5.18 shall not apply to Sponsor so long as there are any Unsold Units, provided, however, that no such party shall use such Common Elements in such a manner as will unreasonably interfere with the use of the other Units for their permitted purposes.

Section 5.19. Use of the Limited Common Elements. The cost of maintenance, repair and replacement of Residential Limited Common Elements shall be borne by the Unit Owner having the exclusive or shared use thereto if such Unit Owner or other person for whom he/she is legally responsible for has caused damage thereto. In the event that the damage caused to a limited common element was not brought about by the Unit Owner having exclusive or shared right thereto or such other person for whom s/he is legally responsible for, than the Condominium Board shall be responsible for the cost of such maintenance, repair and replacement, if so necessary. The provisions of Section 5.19 shall not apply to Sponsor so long as there are any Unsold Units, provided, however, that no such party shall use such Common Elements in such a manner as will unreasonably interfere with the use of the other Units for their permitted purposes.

Section 5.20. Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations ("Rules and Regulations") concerning the use of the Units and Common Elements. The Condominium Board shall have the right to amend, modify, add to or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by the vote of 66-2/3% of the Unit Owners. Copies of the text of any amendments, modifications, additions, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than thirty (30) days prior to the effective date thereof. While the Sponsor owns at least one (1) Unsold Unit, no regulations or amendments thereto or restriction to the tights reserved to the Sponsor in the Declaration or By-Laws or the Rules and Regulations shall be applicable to the Sponsor or its designee unless agreed to by the Sponsor or its designee in writing.

Section 5.21. Real Estate Taxes, Water Charges and Sewer Rents.

(A) Water and sewer services for the Building shall be supplied by the City of New York or other utilities servicing the Property. Unless and until water charges and sewer rents are billed directly to Unit Owners by the proper authority, the Board shall promptly pay such charges, together with all related sewer rents arising therefrom, and allocate such costs as a Common Expense among Unit Owners, or the Residential Unit Owners, as applicable, as reasonably determined by the Board, based on Common Interests, and the Unit Owners shall be required to reimburse the Board, as a Common Charge, for their share of such charges and rents.

(B) Until the Units are separately assessed and billed for real estate tax purposes, the Board will pay all real estate taxes with respect to the Property to the

Department of Finance of the City of New York (or directly to Sponsor if Sponsor has paid such taxes) and allocate the cost thereof among all Units as follows: the Board will first allocate such taxes among the basic classes of Units on the basis of 93% of such taxes to the Residential Units, and 7% of such taxes to the Commercial Unit. The Board shall then allocate such percentage share among the individual Units in each such class, as applicable, on the basis of percentage interest as set forth in Schedule A. Each Unit Owner will then reimburse the Board for his or her allocated share. Such reimbursement shall be payable as if it were a Common Charge. Such taxes will be paid in a timely manner so that no lien will be placed on the Condominium Property or any Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a result of such failure a lien is placed on the Condominium Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense.

(C) In the event of a proposed sale of any Unit, the Board (so long as the Board is still collecting and paying such real estate taxes and/or water charges and sewer rents), upon the written request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such Owner's Unit to the date of the closing of title to such Unit.

(D) The Board shall commence, pursue, compromise and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to any or all of the Residential Units on behalf of and as agent for the respective Residential Unit Owners thereof, but only with respect to such Residential Units as to which the respective Unit Owners thereof have, in writing requested and authorized the Board to do so, and indemnified the Board from and against all claims, costs and expenses (including, without limitation, attorneys' fees) resulting from such proceedings. All Residential Unit Owners making such request to the Board will share the costs in connection therewith in proportion to the benefits derived therefrom by such Unit Owners. In the event any Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies, defends and holds the Board harmless from all claims, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) resulting from such proceedings.

Section 5.22. Gas. Gas to the Residential Units and Residential Common Areas will be provided through two meters, which will service all of the Residential Units, one meter will measure gas for cooking and dryers, and the second will be for house loads, such as space heating, boilers and domestic hot water use. The cost of the gas service, which is included in the Common Charges, will be born solely by the Residential Unit Owners. The Commercial Unit will be separately metered for gas service for uses other than heat and domestic hot water, and will pay directly to the utility company for gas consumed in the Commercial Owner's Unit.

Section 5.23. Electricity. Electricity for each Unit shall be supplied through a separate electric meter for each Unit. However, the Board at its sole discretion shall have the right to require that electricity be supplied to the Condominium through one or more electrical meters and that the cost thereof be borne by each Unit Owner based upon lawful sub-metering or any other reasonable basis, as determined by the Board. Each Unit Owner shall be required to pay

the bills for electricity consumed or used in his Unit directly to the utility company, except that if the Board has elected to sub-meter electricity to each Unit, then each Unit Owner shall be required to pay bills for electricity consumed or used in his Unit either to the Condominium or to the utility company as directed by the Condominium.

Section 5.24. Utilities Serving the Common Elements. The cost and expense of water, electricity and gas serving or benefiting any Common Element or Limited Common Element, if any, shall be (a) deemed part of the expense of maintaining such Element, (b) determined by the Board; and (c) charged to the Unit Owners as a Common Expense or to the Units or Units benefiting from such service.

Section 5.25. Abatement and Enjoinment of Violations by Unit Owners.

(A) The violation of any of the Rules and Regulations or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to such other rights set forth in these By-Laws, (a) to enter any Unit or Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach, the Board not thereby to be deemed guilty or liable in any matter of trespass, and (b) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such violation or breach.

(B) The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations, or the Declaration with respect to any rights, easements, privileges, or licenses granted to Sponsor shall give to Sponsor the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

Section 5.26. Rights of Access.

(A) Each Unit Owner shall grant a right of access to his Unit to the Board, the managing agent, manager, superintendent and/or any other person authorized by any of the foregoing for the purpose of making inspections of, or for the purpose of removing violations noted or issued by any governmental authority against, the Common Elements, or any other part of the Property, or for the purpose of curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner or correcting any conditions originating in his Unit and threatening another Unit or alt or any part of the Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other portions of the Common Elements within his Unit or elsewhere in the Building, or for the purpose of reading, maintaining or replacing utility meters relating to the Common Elements, his Unit or any other Unit in the Building or to correct any condition that violates the provisions of any Permitted Mortgage covering another Unit, provided that requests for such entry are made not less than one day in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In case of an emergency (i.e., a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building), such right to entry shall be immediate, without advance

notice, whether or not the Unit Owner is present. For purposes of this Section 5.26(A), each Unit Owner shall grant to the Condominium Board a right of access to his or her Unit and the Condominium Board shall grant rights of access to the Common Elements, provided that access thereto shall not be exercised with respect to any Unit in such a manner as will unreasonably interfere with the use of such Unit for its permitted purposes.

(B) Except in cases of emergency (that is, a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than one day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(C) A right of access is hereby granted to the unit owners, their successors, heirs and assigns, for the purpose of gaining access to the following areas: common areas; mechanical areas of the building, including but not limited to the boiler room, storage room, meter room or any other facility to which each such unit owner has a right of use; or to any area of the property that such Unit Owner has a right to use as part of his Unit or as a Common Element. However, the right shall only be exercised in a reasonable manner.

(D) A Unit Owner shall grant a right of access to his Unit, and the Board shall grant rights of access to the Common Elements, to Sponsor and its contractors, subcontractors, agents and employees, for the purposes of fulfilling Sponsor's obligations as set forth in the Offering Plan, provided that access thereto shall be exercised in such a manner as will not unreasonably interfere with the use of the Unit for its permitted purposes. To the extent that the Board or any Unit Owner fails to permit the Sponsor and its agents, employees, servants and contractors access to any Unit or the Common Elements then Sponsor shall no longer have any obligation to complete any work in and to any Unit or the Common Elements, as the case may be. In addition, if the Sponsor elects to enforce any rights it may have pursuant to the terms of these By-Laws, the Declaration or under the Plan then, Sponsor shall be entitled to recover the costs incurred by it (including legal fees) in enforcing Sponsor's rights from the Unit Owner or the Condominium whose conduct gave rise to the proceeding.

Section 5.27. Vault Charges. All license fees, and all periodic taxes and charges, for vaults or other protrusions beyond the building line, if any, shall be paid by the Condominium Board as a Common Expense.

Section 5.28. Records and Audits.

(A) The Condominium Board, or the Managing Agent, shall keep full, detailed and accurate records with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation: (i) financial records and books of account with respect to the activities of the Board, including a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent; (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the

amounts paid thereon and the balance, if any, remaining unpaid; (iii) minutes of the meetings of the Board and (iv) minutes of the meetings of the Unit Owners.

(B) Within (4) four months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared by an independent accountant. The cost of preparing and distributing each such report shall be borne by the Unit Owners as a Common Expense.

(C) Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE 6
COMMON CHARGES

Section 6.1. Determination of Common Expenses and Fixing of Common Charges. In addition to the provisions set forth in Section 5.1 above: generally, Common Charges are projected based on estimated usage and benefit derived from the units and allocated to Units based on Percent Common Interest. As this condominium contains, multiple use groups, namely, (i) Residential Units and its Limited Common Elements and (ii) Commercial Unit and Community Facility Unit, the Common Charges were allocated to each group based on anticipated usage for that group in relation to the entire condominium and thereafter allocated to the Units based upon the percent common interest of a particular unit in relation to the specific use group within which it falls under. Accordingly, if in the future, the Board assesses additional expenses, other than the expenses set forth in the initial Budget of the condominium, each use group shall only bear the proportionate share of such expense(s) in accordance with the use and benefit they derive from such expense and their percent common interest in relation to their group or in relation to the groups benefitting from such expense. From time to time the Board has the right to reallocate any groups usage based upon their assessment of such groups usage of any particular common expense or amenity in relation to the Condominium in its entirety. Fees collected from the use of the Condominium's Recreation Space, after payment to the Sponsor for managing the affairs of the Space, shall be for the benefit of the Condominium.

(A) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(B) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Condominium Board shall have the right, subject, in all respects, to the strictures contained in Section 2.5 hereof: to levy Special Assessments to meet the Common Expenses. All Special Assessments shall be levied against all Unit Owners in proportion to their respective Common Interests and may be payable either in one lump sum or in

installments, as the Condominium Board shall determine, provided, however that the Condominium Board shall give each Unit Owner not less than fifteen (15) days' notice prior to the date upon which such Special Assessment, or the first installment thereof: shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof The Condominium Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without 1imitation, the provisions of Section 6.4 hereof).

(C) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners, and shall be collected on behalf of the Unit Owners by the Condominium Board and applied against the Common Expenses for the year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Condominium Board against the Common Expenses for the next succeeding year(s) of operation, and no Unit Owner shall be entitled to a distribution of any portion of such excess unless the Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, however, in no event shall any rent, profit, or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings, or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

Section 6.2. <u>Payment of Common Charges</u>.

(A) All Unit Owners shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit.

(B) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against his or her Unit subsequent to a sale, transfer, or other conveyance by him or her of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his or her acquisition thereof, except that, to the extent permitted by Law, a Permitted First Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted First Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed

subsequent to the recording of such Permitted First Mortgage and prior to the acquisition of title to such Unit by the Permitted First Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted First Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure. Any unpaid Common Charges and Special Assessments that are not collected from such defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time that the same is levied.

(C) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey his or her Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefore, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid ; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted First Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit. (iii) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his or her Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph {C) hereof. Except as expressly provided to the contrary in paragraph (E) of Section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit Owner's Unit) pursuant to the terms of Sections 5.1, 5.2 or 5.3 hereof; or any action taken by the Condominium Board to comply with Law.

Section 6.3. Statement of Common Charges. The Condominium Board shall promptly provide a written statement of all unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefore from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 6.4. Default In Payment of Common Charges.

(A) In the event that any party defaults in performing any act or making any payment which is that party's responsibility hereunder and said default is not cured within fifteen (15) days of written notice of said default, then the Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board that remains unpaid for more than thirty days after the due date for the payment thereof. In connection therewith, the Condominium Board shall at its discretion or upon instruction by sponsor if sponsor is in control of the Board have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 399-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 399-aa of the Condominium Act and/or to institute all other proceedings

deemed necessary or desirable by the Condominium Board to recover a11 such unpaid Common Charges, together with all additional sums of money collectable by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay a penalty charge equal to 10% of the outstanding charge, together with all costs and expenses paid or incurred by the Condominium Board, the Managing Agent, or the manager (if any) in connection with collecting such aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs. In addition, if the Condominium Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner shall be required to pay a reasonable rental for the use of his or her Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such interest, costs and expenses and rentals shall be added to and shall constitute Common Charges payable by such Unit Owner.

(C) In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure sale shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

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

(E) For purposes of this section, a non-occupying owner means a condominium unit owner who does not occupy the dwelling unit. If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within 60 days of the expiration of any grace period after they are due, the Condominium Board shall provide written notice to the tenant and the non-occupying owner that rental payments from the tenant shall be paid directly to the Condominium Board. Such notice shall provide that commencing immediately and until such time as all such payments are made current, all rental payments due subsequent to the issuance of such notice are to be made to the Condominium Association at the address listed on the notice. However, where a majority of the Board of Managers has been elected by Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Condominium Board. When such payments from the non-occupying owner are once again current, written notice of this fact shall be given within 3 business days to the

rental tenant and non-occupying owner; thereafter, all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Board's claim to rental payments pursuant to Section 339-kk shall be entitled to present facts supporting such position at the next scheduled meeting of the Board of Managers, which must be held within 30 days of the date that such Board receives notice that such owner seeks to dispute such claim. Nothing in Section 339-kk shall limit any rights of Unit Owners or of the Condominium Board existing under any other law or agreement. Payment by a rental tenant to the Condominium Board made in connection with Section 339-kk shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

ARTICLE 7
SELLING, LEASING AND MORTGAGING OF UNITS

Section 7.1. General. No Unit Owner may sell or lease his or her Unit except in compliance with, the applicable provisions of this Article 7. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of the said Unit Owner as the owner or landlord, as the case may be. The said Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs.

Section 7.2. Payment of Common Charges and Assessments. No Unit Owner shall be permitted to convey or lease his or her Unit unless he or she shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments, if any, heretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit.

Section 7.3. Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of his or her title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office, the Unit Owner's Power of Attorney required in Article 15 of the Declaration, in the form set forth as **Exhibit D** to the Declaration.

Section 7.4. No Restrictions on Sponsor. The Sponsor may freely rent, sell, assign or mortgage its Unsold Units without the consent of the Board of Managers, Unit Owners, the Managing Agent or any agent of the Condominium. This right shall not be subject to any amendment to the Condominium Documents for this Condominium as long as Sponsor and its designee owns at least one (1) Unsold Unit.

Section 7.5. Procedure to Sell or Lease.

(A) Any Residential Unit Owner who receives a bona fide offer to (a) purchase his Unit together with its Appurtenant Interests in the Common Elements or (b) lease

his Unit (such 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 "Outside Offeror" and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he intends to accept, shall give notice, together with a copy of a signed agreement between the Outside Offeror and the Offeree Unit Owner, by certified or registered mail to the Board, of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board may reasonably require. The giving of such notice of the Board shall constitute an offer by such Unit Owner to sell his Unit together with its appurtenant interest in the Common Elements or to lease his Unit to the Board, or 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 representation and warranty by the Unit Owner who has received such Outside Offer, to the Board 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 may reasonably request. Not later than thirty days after receipt of such notice together with such further information as may have been requested, the Board may elect, by sending written notice to such Offeree Unit Owner before the expiration of said thirty-day period, by certified or registered mail, to purchase such Unit together with its Appurtenant Interest in the Common Elements or to lease such Unit, as the Unit, as the case may be (or to cause the same to be purchased or leased L " its designee, corporate or otherwise), on behalf of all Unit Owners, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

(B) If the Board shall timely elect to purchase such Unit together with its Appurtenant Interests in the Common Elements 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 a lease shall be executed at the office of the attorneys for the Board, in accordance with the terms of the Outside Offer, within forty-five days after the giving of notice by the Board of its election to accept such offer. If, pursuant to such Outside Offer to purchase said 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 may purchase the Unit and assume or 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 together with its Appurtenant Interests in the Common Elements is to be sold, shall convey the same to the Board, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and/or documentary stamps affixed at the expense of such Unit Owner, who shall also pay all other taxes arising out of such sale. Real estate taxes (including water charges and sewer rents whether or not separately assessed), mortgage interest, if any, and Common Charges shall be apportioned between the Offeree Unit Owner and the Board, or its designee, corporate or otherwise, as of the closing date. If such Unit is to be leased, the Offeree Unit Owner, as landlord, and the Board, or its designee, corporate or otherwise, as tenant, shall execute a lease covering such Unit for the rental and term contained in such Outside Offer.

(C) If the Board or its designee shall fail to accept such offer within thirty (30) days after receipt of notice, as aforesaid, the Board shall be deemed to a have waived its right of first refusal, but such waiver shall only be effective if Common Charges through and including the date of closing of title to such Unit have been paid, and such Offeree Unit Owner may consummate the sale or lease to the Outside Offeror. In the event that the Offeree Unit

Owner does not, within ninety days following the expiration of said thirty (30) day period consummate the sale or lease of such Unit to the Outside Offeror, then, should such Offeree Unit Owner thereafter elect to sell such Unit together with its Appurtenant Interest in the Common Elements or to lease such Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 7.5.

(D) Any deed to an Outside Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an affirmative acceptance and assumption of the provisions of the Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

(E) Any lease executed in connection with the acceptance of any Outside Offer to lease a Unit shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Board, that the tenant shall not assign his interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board and that the Board shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (i) a default by the tenant in the performance of his 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.

(F) Except as hereinbefore set forth or as may be approved by Sponsor, the form of any such lease executed by the Board or an Outside Offeror shall be the then current form of apartment lease recommended by the Managing Agent and shall contain such modifications as shall be approved in writing by the Board or Sponsor. Any lease executed by the Board as tenant shall provide that the Board may enter into a sublease of the premises without the consent of the landlord. No Unit Owner shall lease his Unit on a transient basis. In addition, any such lease shall provide that the tenant under the lease shall, at the request of the Board, pay to the Board any amounts due under the lease on account of any sums that the Board claims are due and owing to the Condominium. No lease shall be for a period of which is less than six (6) months in order to avoid transient tenancies.

(G) Any purported sale or lease of a Unit in violation of this Section 7.5 shall be voidable at the election of the Board, and if the Board shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing), in the name of the said Unit Owner as the purported landlord. Such Unit Owner shall reimburse the Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings

(H) The foregoing restrictions of this Section 7.5 shall not apply to Unsold Units or the Owner of the Commercial Unit. Sponsor and its designees and the Owner if the Commercial Unit shall have the right freely to sell such Units or freely to lease all or any part thereof without first having to offer the same for sale or lease to the Board.

Section 7.6. Consent of Unit Owners to Purchase or Lease of Units by Condominium Board. The Board shall neither exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a Majority of Unit Owners.

Section 7.7. No Severance of Ownership. No Unit Owner shall executed any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including

therein its Appurtenant Interests in the Common Elements, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests in the Common Elements of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the Appurtenant Interests in the Common Elements of all Units.

Section 7.8. Release by Condominium Board of Right of First Refusal. The right of first refusal contained in Section 7.5 may be released or waived by the Board only in the manner provided in 8.1.3 and 8.5. In the event the Board shall release or waive its right of first refusal as to any Unit, such Unit together with its Appurtenant Interests in the Common Elements may be sold, conveyed or leased, free and clear of the provisions of 7.5, except that such release or waiver shall only be effective if Common Charges through and including the date of closing of title to such Unit have been paid.

Section 7.9. Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary or Assistant Secretary of the Condominium stating either that the provisions of 7.5 have been met by a Unit Owner or that the right of first refusal contained therein has been duly released or waived by the Board subject to the provisions of Section 7.8, and that as a result thereof the rights of the Board thereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely on such certificate in good faith. The Board shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of Section 7.5 have, in fact, terminated. The Board may establish a reasonable fee for such certificate from time to time.

Section 7.10. Financing of Purchase of Units by Condominium Board. The purchase of any Unit by the Board of its designee, on behalf of all Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Board. If the funds in such accounts are insufficient to effectuate any such purchase, the Board may levy an assessment against each Unit Owner, in proportion to his respective Common Interest, as a Common Charge, and/or the Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its Appurtenant Interests in the Common Elements.

Section 7.11. Exceptions. The provisions of 8.1 shall not apply with respect to any lease, sale or conveyance of any Unit together with its Appurtenant Interests in the Common Elements by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or to any one or more of them or to any related or controlled entity of the Unit Owner thereof, (b) Sponsor, (c) the Board, (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure, or (e) a Permitted Mortgagee or his nominee, who has acquired title to any Unit at any foreclosure sale of his Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Article 8.

Section 7.12. Gifts and Devises, etc. Any Unit Owner shall be free to convey or

transfer his Unit by gift, or may devise his Unit by will or have his Unit pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Article 8 and to all the provisions of this Declaration and By-Laws.

Section 7.13. Waiver of Right of Partition With Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common. If any Unit shall be acquired by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Property as herein provided.

Section 7.14. Mortgage of Units. Subject to Article 7 and Section 7.2, each Unit Owner shall have the right to mortgage his Unit without restriction, provided that any such mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional or non-institutional lender to make the mortgage loan. Other than Sponsor or its designee, any Unit Owner who mortgages his or her Unit, or the holder of such mortgage, shall supply the Condominium Board with the name and address of his or her mortgagee and shall file a confirmed copy of the note and mortgage with the Condominium Board. Other than Sponsor its designee, any Unit Owner who satisfies a mortgage covering his or her Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units". No Unit Owner shall execute any mortgage or other document mortgaging, pledging, or hypothecating title to his or her Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

Section 7.15. Notice of Unpaid Common Charges and Default. Whenever requested in writing by a Permitted Mortgagee, the Condominium Board shall promptly report to such Permitted Mortgagee any default by his or her mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his or her Permitted Mortgagee, if so requested. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his or her mortgagor under the Condominium' Document s, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Condominium Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 7.16. Performance by Permitted Mortgagees. Any sum of money to be

paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his or her Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 7.17. Examination of Books. Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 7.18. Additional Rights of Mortgagee: Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to the determination or act of the Board of any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against his mortgagor.

(A) If the Declaration and the By-Laws of the Condominium are to be amended and such amendment would materially interfere with any right or interest of any mortgagee such amendment may only be filed upon approval of 51% of all mortgagees.

(B) In addition to any other notices provided for in the Declaration and By-Laws, Notices will be sent to any mortgagee by certified or registered mail return receipt requested, upon the happening of any of the following circumstances to either the building or to a mortgaged unit:

(i) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss"); or

(ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking") in accordance with Section 5.5 of the By-Laws;

(iii) In addition to notice in the event of any happening in this subsection, when applicable no termination of condominium shall occur without 51% mortgagee approval;

(iv) In the event that any party whose unit or interest is mortgaged to a mortgagee defaults in performing any act or making any payment which is that party's responsibility hereunder, including common charges and or special assessments, for a period of sixty days after the obligation to pay, and said default is not cured within fifteen (15) days of written notice of said default.

C. If any insurance policies insuring the Building and all service machinery contained therein covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear may not be either cancelled, or be allowed to lapse, or substantially modified except upon at least ten days' prior written notice to all of the insureds, including all Permitted Mortgagees.

D. Notwithstanding the foregoing provisions in the event a mortgagee fails to respond to written notice within 60 days of said written notice, provided notice was delivered by certified or registered mail return receipt requested said silence shall be construed as an implied approval by an mortgagee.

ARTICLE 8
CERTAIN REMEDIES

Section 8.1. Self Help. Other than Sponsor or its designee in regard to its Unsold Units, if any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, including, without limitation, any breach of his or her obligation to paint, decorate, maintain, repair, or replace his or her Unit pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within ten (10) days after receipt of written notice of the same from the Condominium Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Condominium Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Condominium Board may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 8.2. Abatement and Enjoinment. In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, the Condominium Board shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 8.3. Remedies Cumulative. The remedies specifically granted to the Condominium Board in this Article 9 or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Condominium Board. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 8.4. Costs and Expenses. All sums of money expended, and all costs and expenses incurred, by the Condominium Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 8.2 or Section 8.3 hereof or shall be immediately payable by such Unit Owner to the Condominium Board, which amount shall be paid within ten (10) days of receiving notice. In the event it is not paid within ten (10) days of receiving notice, a penalty charge equal to ten (10%) percent of the outstanding charge shall be payable. All sums payable by a Unit Owner to the Condominium Board pursuant to the terms of this Section 8.4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 9
ARBITRATION

Section 9.1. General Procedure. Any matter or issue that may be resolved by arbitration pursuant to New York State law, or if there is a deadlock in any matter, must be submitted to arbitration. No party may commence a proceeding in any other forum other than to enforce these arbitration provisions. Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decisions rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. Notwithstanding the foregoing, any arbitration held pursuant to the Declaration or these By-Laws with respect to a dispute which arose prior to the first annual meeting of Unit Owners shall be non-binding. If the American Arbitration Association shall not then be in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of one arbitrator so chosen shall be given within ten (10) days after his appointment. All expenses of arbitration hereunder, including the fees and expenses of counsel and experts, shall be Common Expenses. Any arbitrator appointed or selected in connection with any arbitration hereunder shall be a member of a law firm whose principal office is in the Borough of Manhattan and which has it least five members. Notwithstanding anything contained herein to the contrary, arbitration shall not be used for resolution for disputes concerning the disposition of escrow funds, but rather such dispute shall be resolved by litigation and determined pursuant to a final, non-appealable order or judgment of a court of competent jurisdiction.

Section 9.2. 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 9.1 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 9.3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of Sections 9.1 and 9.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction. Notwithstanding the foregoing, however, any arbitration held pursuant to the terms of the Condominium Documents with respect to a matter that arose prior to the first annual meeting of all Unit Owners held pursuant to the terms of Section 4.1 hereof shall be non-binding.

Section 9.4. Costs and Expenses.

(A) The fees, costs and expenses of the arbitrators shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and

expenses of counsel and expert witnesses shall constitute Common Expenses.

ARTICLE 10
NOTICES

Section 10.1. General. All notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

(i) if to the Condominium Board, to the Condominium Board at its principal office as set forth in Section 1.5 hereof, with a photocopy sent to the Managing Agent (if any) at its principal office address as aforesaid;

(ii) if to a Unit Owner, to such Unit Owner at his or her address at the Property; and,

(iii) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 10.1 shall be deemed given when deposited in a United States Postal Service depository located in the State of New York enclosed in a sealed, postage prepaid wrapper, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United State Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 10.2. Waiver of Service of Notice. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 11
AMENDMENTS TO BY-LAWS

Section 11.1. General. Subject to the provisions contained herein or in the Declaration with respect to amendments affecting Sponsor or any Unsold Unit, any provision of these By-Laws may be amended, modified, added to, or deleted by the affirmative vote of at least 66 2/3% in Common Interest of all Unit Owners either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners affected thereby. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor or any Unsold Units, any such amendment, modification, addition or deletion shall be shall be effectuated in an instrument executed by the Board, as attorney-in-fact for the Unit Owners, coupled with an interest, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion, and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and

coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.10 hereof, in which Secretary's Certification there shall be described the number and percentage of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duty recorded in the Register's Office. And no such Amendment to the Condominium Declaration, the By-Laws and/or the Condominium Rules and Regulation shall restrict the rights herein reserved to Sponsor or its designee.

Section 11.2. Amendments Affecting Sponsor or Unsold Unit. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations shall be effective in any way against either (a) Sponsor or the Holder of any Unsold Unit, unless Sponsor has given its prior written consent thereto, or (b) the holder of any present or future mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

Section 11.3. Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 7 or 6.2.1, 6.7 or 8.7(d) or (e) shall be effective as against the holder of any Permitted Mortgage heretofore made unless such holder has given its prior written consent thereto.

ARTICLE 12
FURTHER ASSURANCES

Section 12.1. Covenants of Further Assurances. Any Person, other than Sponsor or its designee, that is subject to the terms of these By-laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for therein, and take such other action as such other Person may reasonably request in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 12.2. Failure to Deliver or Act. Other than Sponsor or its designee, if any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days after request therefore, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Condominium Board or its Managing Agent, is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person. If the Board, any Unit Owner or other party which is subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefore, to take

any action which the Board, such Unit Owner or other party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of the Sponsor, then Sponsor is hereby authorized, as attorney-in-fact for the Board, such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, o to take such action, in the name of the Board, such Unit Owner or other party, and such document or action shall be binding on the Board, such Unit Owner or other party.

ARTICLE 13
MISCELLANEOUS

Section 13.1. Inspection of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 13.2. Waiver. No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 13.3. Conflicts. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control. All provisions of the Declaration and By-Laws are subject to any written agreement among the owners of the Units.

Section 13.4. Severability. If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 13.5. Insurance Trustee. If the Board shall appoint an Insurance Trustee; the Insurance Trustee shall be a bank or trust company in the City of New York designated by the Board and having a capital surplus and undivided profits of $100,000,000 or more. If the Insurance Trustee resigns or is replaced by the Board, the Board shall appoint a new Insurance Trustee which shall be a bank or trust company having an office located in the City of New York and having a capital surplus and undivided profits of $100,000,000 or more. The Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense.

Section 13.6. Successors and Assigns. The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Sponsor or, with the consent of Sponsor, upon any transferee or designee of all then Unsold Units.

Section 13.7. Gender. A reference in these By-Laws to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 13.8. Captions. The index hereof and the captions herein inserted arc included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

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325 HENRY STREET CONDOMINIUM
RESIDENTIAL RULES AND REGULATIONS

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used in any manner to impede the ingress and egress to the units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases without the consent of the consent of the Board of Managers, or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

3. Nothing shall be hung or shaken from any doors, window, or open terraces or patios, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

4. There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

5. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.

6. Nothing shall be done or be kept in any Unit or Residential Limited Common Elements, Limited Common Elements, or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his or her Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance.

7. There shall be no barbecuing in the Units, or in the Residential Limited Common Elements such as terraces or Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board such as the Residential Limited Common Elements. Terraces and roof terraces are designated for barbecuing provided it conforms to code and the proper and safe barbecuing equipment are in conformity with the Condominium's rules.

8. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises (except for noises made by children under the age of ten (10) years) or odors to be produced upon or to emanate from his or her Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner

practice or suffer to be practiced upon by either vocal or instrumental music between the hours of 8:00 AM and 10:00 P.M. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays and Saturdays (not including legal holidays) and only between the hours of 8:00 A.M. and 6:00 P.M., unless such construction or repair work is necessitated by an emergency. Sponsor or its designee may continue to perform construction work in order to complete its obligations under the offering plan or comply with the building code or the certificate of occupancy during week-days and Saturdays.

9. 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. No radio or television aerial, satellite dish or other similar devise shall be erected on the roof, terraces, or exterior walls of the Building without obtaining in each instance the prior consent of the Board of Managers. Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

10. Nothing shall be done in any Unit or in, on or to the Common Elements which would involve, or impair the weather tightness, moisture proofing or the structural integrity of the Building without the prior written consent of the Board of Managers.

11. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

12. Each Unit Owner shall keep his or her Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

13. No Unit Owner, other than sponsor or its designee and the Owners of the Commercial Unit or community Facility Unit, may display "for sale", "For Rent", or "For Lease", or other window displays or advertisements on any part of the Property or in any Unit therein, nor shall any Unit be used for transient, hotel or motel purposes.

14. The agents of the Condominium Board or the Managing Agent and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

15. The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry there is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but,

except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

16. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as otherwise provided herein) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

17. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building other than as permitted by the Board of Managers which shall have the sole right to determine any restrictions to access and use of the roof. No furniture or plants shall be brought to and/or left on the roof except as permitted by the Board of Managers.

18. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

19. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

20. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in any Unit without the expressed written consent of the Board of Managers or Managing Agent, which consent, if given, shall be revocable by the Board or Managing Agent in their sole discretion, at any time. In no event, no more than two (2) pets in a Unit shall be permitted without the prior written consent of the Board. No animal shall be permitted in any part of the elevator or any limited or public portion of the Building unless carried or on a leash. No birds or animals may be fed from the Building's windows terraces or the Building's sidewalk. Violations are subject to fees set by the Board. Any Unit Owner keeping pets in the premises shall indemnify and hold the Condominium Board, Unit Owners and Managing Agent harmless from all claims and expenses resulting from the acts of such pets.

21. Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the managing agent with respect to the services provided and in managing the Building.

22. Unit Owners shall, at their sole cost and expense, comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards, regarding the collection, sorting, separation, recycling and disposal of waste products, garbage, refuse and trash.

23. Any consent or approval given under these Residential Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers except that such will not be applicable to Unsold Units without the express consent of the Sponsor or its designee.

24. Complaints shall be made in writing to the Condominium Board or the Managing Agent.

ADDITIONAL CONDOMINIUM RULES AND REGULATIONS FOR COMMERCIAL UNIT

1. The Owner of the Commercial Unit or their tenant(s), if any, pursuant to a commercial lease shall at all times file with the Sponsor or its designee, as long as Sponsor or its designee owns any Unsold Units, and the Board of Managers thereafter, the name and address of a tenant or sub-tenant occupying the space, the type of business or profession and certificate of such business or profession, the hours of operation, telephone number, emergency number, and maintain certificate of general liability insurance holding the 325 Henry Street Condominium and its Board of Managers, managing agent and the Sponsor and Sponsor designee and all Unit Owners free of any liability for any occurrences within its Unit or elsewhere in the Building, a copy of which insurance coverage shall be delivered to the Board of Managers prior to commencement of business.

2. The Unit Owner, tenant or sub-tenant, guests, customers, clients or anyone having business at the premises must conduct themselves in a manner respectful of the residential nature of the Condominium and the owners or tenants who reside therein.

3. Any damage to any part of the condominium by a guest, client, tenant, customer or anyone having business in the Commercial Unit, shall be the responsibility of the Unit Owner.

4. The Sponsor or its designee may freely amend these regulations pertaining to the Commercial Unit without the consent of the Condominium Board.

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INTERIM USE AND OCCUPANCY AGREEMENT

AGREEMENT ("Agreement") made this ___ day of _____, 201_, between HENRY ATLANTIC PARTNERS LLC, as sponsor ("Sponsor"), and _____, as purchaser ("Purchaser").

WHEREAS, Sponsor and Purchaser have heretofore executed a contract of sale dated as of _____, 201_, ("Purchase Agreement") for the sale of the condominium unit #___ in 325 Henry Street Condominium (the "Condominium") located at 325 Henry Street, Brooklyn, New York (the "Unit"); and

WHEREAS, the closing of the sale of the Unit from Sponsor to Purchaser pursuant to such Purchase Agreement has not yet occurred; and

WHEREAS, Purchaser has requested that Sponsor permit use and occupancy of the Unit prior to such closing until the earlier to occur of (i) the closing of the purchase of the Unit by Purchaser (the "Closing Date") or (ii) _____, 201_ ("Vacate Date") and Sponsor is willing to allow such occupancy upon compliance with and conditional upon the provisions hereinafter provided; and

WHEREAS, Purchaser acknowledges that Sponsor will suffer irreparable and substantial damages if Purchaser fails to either close on the purchase of the Unit or vacate the Unit in the condition as set forth in the Purchase Agreement on or before the Vacate Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Sponsor and Purchaser agree as follows:

1. Each capitalized term appearing but not defined herein shall have the meaning, if any, ascribed to such term in the Purchase Agreement.

2. Sponsor consents that Purchaser may use and occupy the Unit until 11:59 P.M. on the Vacate Date, unless the closing has occurred pursuant to the Purchase Agreement. Notwithstanding the above, this Agreement shall not be deemed to have created a landlord and tenant relationship between Purchaser and Sponsor, and that Purchaser's occupancy of the Unit is solely as a licensee under a terminable license. In the event that Purchaser defaults in its obligations under this License Agreement and Sponsor is obliged to commence appropriate proceedings to compel Purchaser's compliance with this Agreement, Purchaser shall be liable to Sponsor for the costs, disbursements and reasonable attorneys' fees incurred by Sponsor in respect of such proceeding (collectively "Costs"), as well as the liquidated damages herein provided.

3. Purchaser agrees to vacate and surrender the Unit in accordance with the terms and conditions of this Agreement and the Purchase Agreement on or before the Vacate Date. Purchaser and Sponsor agree that Purchaser may vacate and surrender the subject Unit at any time prior to Vacate Date.

4. Purchaser acknowledges that Sponsor shall be damaged if the Unit is not vacated on the Vacate Date, in an amount that might be impossible to ascertain and, accordingly the parties agree that in the event Purchaser fails to surrender and vacate the subject premises, for any reason, on or before 11:59 P.M. of the Vacate Date, that Purchaser shall be liable to Sponsor for liquidated damages in the sum of $1,000.00 for each day from and after the Vacate Date that Purchaser shall have failed to vacate the Unit in accordance with this Agreement and Purchaser agrees to pay to Sponsor at the rate of $1,000.00 per day for so long as Purchaser occupies the Unit after the Vacate Date.

5. On the date Purchaser vacates the subject Unit, Purchaser shall surrender the Unit to Sponsor by delivery to Bleckner P.C. located at 350 Fifth Avenue, Suite 6440, New York, New York 10118 of the keys to the Unit and a written acknowledgement executed by Sponsor that Sponsor has vacated the Unit.

6. Sponsor shall not be required to furnish the Purchaser with any utilities. Purchaser shall be responsible for and pay directly to the utility companies the charges for gas, electricity, cable TV, telephone and any and all other utilities during the period of Purchaser's use and occupancy of the Unit.

7. Sponsor shall not be required to make any alterations or repairs to the Unit or any part thereof. During the period of Purchaser's use and occupancy of the Unit Purchaser agrees to maintain the Unit in the same condition and repair as on the date hereof, less normal wear and tear. Purchaser agrees to accept the Unit in its then "as is" condition, which "as is" condition shall supercede the provisions of the Purchase Agreement with regard to the condition that Sponsor is required to deliver the Unit to Purchaser as of the Closing. The Unit shall be delivered to Sponsor vacant and in broom clean condition. Sponsor shall have a period of three (3) days from the Vacate Date to determine whether there are any defects or whether there is any damage to the Unit due to Purchaser vacating the Unit.

8. Simultaneously with the execution of this Agreement, Purchaser shall pay to Purchaser's attorney, Bleckner P.C. ("Escrowee"), the sum of Twenty-Five Thousand and 00/100 ($25,000.00) Dollars of which (i) $2,000.00 shall be disbursed to Escrowee as and for attorney's fees for the preparation of this Agreement, (ii)_____.00 shall be disbursed to Sponsor as and for use and occupancy for the Unit for the month of _____ 201_ and (iii) the remaining $_____.00 (the "Escrow Deposit) shall be to be held by Escrowee in escrow to secure performance by Purchaser of the provisions set forth above. The Escrow Deposit shall be held in escrow and not released to Purchaser until the earlier of (i) receipt by Escrowee from Purchaser of written acknowledgment that Purchaser has vacated the Unit and of Purchaser's compliance with this Agreement, or (ii) five (5) days after the date Purchaser vacates the Unit and complies with the provisions of paragraph 5 above or (iii) the Closing Date. The provisions of the Purchase Agreement between the parties relating to protection for an Escrowee are incorporated herein and shall be applicable to the Escrowee of this Agreement.

9. Purchaser, at their own cost and expense shall maintain existing homeowner's insurance policy covering the Unit and shall name the Sponsor as an additional insured thereunder and loss payee as his/her interest may appear in limits of $1,000,000 for liability and $500,000 for property damage and provide for ten (10) days prior notice of cancellation to Purchaser. A copy of such certificate is attached hereto.

10. This Agreement shall be binding upon the respective parties, their heirs, executors, administrators and successors in interest.

11. Sponsor and Purchaser mutually represent as follows:

(i) that they have each read, and understand, the provisions of this Agreement, and that they have carefully considered the legal and practical effect of this Agreement and its impact upon the rights, obligations and financial status of the parties in each and every respect, and that the signatories to this Agreement are fully authorized to bind the respective parties hereto;

(ii) that each had the opportunity to consult with counsel or counsels of his/its/their choosing;

(iii) that this Agreement is <u>not</u> the result of any fraud, duress, coercion, pressure or undue influence exercised by either party, or by any other person or party;

(iv) that having had such legal advice and having weighed all circumstances likely to influence his/its/their judgment, and with

such knowledge, each clearly understand and assent to all the provisions hereof; and

(v) that each is signing this Agreement freely and voluntarily, without reliance upon any representation, warranty or Agreement not expressly set forth herein.

12. This Agreement is subject and subordinate to the Declaration, the By-Laws (including the Rules and Regulations) and the Floor Plans, all as may be amended from time to time (the "Condominium Documents") and that in the event of any inconsistency between this Agreement and the Condominium Documents, the inconsistency shall be resolved in accordance with the Condominium Documents, which are paramount and shall govern. In the event of any inconsistency between the offering plan for the Condominium and this Agreement, the terms of the offering plan shall prevail.

13. The Sponsor and/or the Condominium Board shall have the right, power and authority to terminate or cancel this Agreement and to bring summary proceedings to evict or remove the Purchaser hereunder in the name of the Sponsor in the event of a violation by Purchaser of any of the provisions of the Declaration or the By-Laws (including the Rules and Regulations), as each may be amended from time to time, unless remedied within the applicable grace period.

14. All capitalized terms shall have the meanings given to them in that certain Declaration of condominium establishing the 325 Henry Street Condominium pursuant to which the building in which the demised premises is located has been submitted to the condominium ownership under Article 9-B of the New York Real Property Law.

15. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimile and/or .pdf signatures and photocopies shall be deemed to be originals and shall have the same force and effect as originals and shall be binding upon all parties.

IN WITNESS WHEREOF, Sponsor and Purchaser have executed this Agreement this ___ day of _____, 201__.

SPONSOR:
HENRY ATLANTIC
PARTNERS LLC
By: Henry Atlantic Manager
Remote, LLC, its Manager

By: _____
Name:
Title:

PURCHASER:

_____

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UNIT OWNER'S SPECIMEN TITLE POLICY

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STEWART TITLE INSURANCE COMPANY

Schedule A – Owner's Policy

Amount of Insurance: 0.00
OWNERS POLICY

Policy Number: PRO FORMA

Date of Policy: T.B.D

File Number: ANY2015-1457AG

NOTICE: THIS IS A PRO-FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT NEITHER REFLECTS THE PRESENT STATUS OF TITLE, NOR IS IT INTENDED TO BE A COMMITMENT TO INSURE. THE INCLUSION OF ENDORSEMENTS AS PART OF THE PRO-FORMA POLICY IN NO WAY EVIDENCES THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN THEREIN.

THERE ARE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY. A CERTIFICATE OF TITLE SETTING FORTH THESE REQUIREMENTS SHOULD BE OBTAINED FROM THE COMPANY.

Countersigned: _____

Authorized Officer or Agent

914-686-5600
ALL NEW YORK TITLE AGENCY, INC

STEWART TITLE INSURANCE COMPANY

Schedule A – Owner's Policy

Amount of Insurance: $0.00
OWNERS POLICY

Policy Number: PRO FORMA

File Number: ANY2015-1457AG

Date of Policy: T.B.D.

1. **Name of Insured: T.B.D.**

2. **The estate or interest in the land which is covered by this policy is:** Fee Simple

3. **Title to the estate or interest in the land is vested in:**

   _____by means of a Deed dated the _____ day of _____ from Henry Atlantic Partners LLC to be recorded in the Office of the City Register of the City of New York, Kings County.

4. **The land referred to in this policy is described as follows:**

   See Schedule A attached hereto

Countersigned: _____
Authorized Officer or Agent

914-686-5600
ALL NEW YORK TITLE AGENCY, INC

ALL NEW YORK TITLE AGENCY, INC.

SCHEDULE A

THE Condominium Unit (hereinafter referred to as the "Unit") known as Unit____ in the building (hereinafter referred to as the "Building") known as 325 Henry Street Condominium located at 325 Henry Street, Brooklyn, New York, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described in that certain Declaration dated _____ made by Henry Atlantic Partners LLC pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for Condominium Ownership of the Building and the Land (hereinafter referred to as the "Land") upon which the Building is situated, which Declaration was recorded in the Office of the City Register, Kings County, on _____ in CRFN _____, and as may be further amended (the "Declaration").

THE Unit is also designated as Tax Lot _____ in Block 285 of the Borough of Brooklyn and on the Tax Map of the Real Property Assessment Department of the City of New York, and on the Floor Plans of the Building certified by BKSK Architects LLP and filed in the Office of the City Register, Kings County, on ____ and filed in the Office of the City Register, Kings County, on ____ in CRFN _____ and known as Condominium Plan No._____.

THE land area of the Building in which the Unit is located is more particularly described in said Declaration.

TOGETHER with an undivided _____ % interest in the Common elements of the Property described in said Declaration.

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REAL ESTATE TAX PROJECTION OPINION INCLUDING ICAP

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Real Estate Tax Estimate

for

325 Henry Street

Brooklyn, New York

Prepared for:
Henry Atlantic Partners LLC
c/o Henry Atlantic Manager LLC
58 Thomas Street
New York, N.Y. 11231

September 2, 2015

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September 2, 2015

Henry Atlantic Partners LLC
c/o Henry Atlantic Manager LLC
58 Thomas Street
New York, N.Y. 11231

Re: 325 Henry Street, Brooklyn

I, JEROME MAZURSKY, CERTIFY:

THAT I am a real estate appraiser and have many years of experience in the assessment of real estate for tax purposes both as an Assessor in the Borough of Manhattan and as the Department of Finance's Assistant Commissioner of the Real Property Assessment Division;

THAT I have been retained by the sponsor to estimate for inclusion in an Offering Plan to be submitted to the Attorney General, the assessed valuation and real estate taxes of the above-captioned property after completion of construction of a new condominium;

THAT in estimating the assessed valuation of the property, I am aware of the construction costs, rental values and offering prices of the units;

THAT I have consulted with personnel in the Property Division of the Department of Finance regarding the current practice in assessing newly-constructed mixed-use condominiums. Specifically, discussions centered around appropriate land and building factors and income projections for properties similar to the subject in type and location.

I have discovered the following:

1) The subject property is located at 325 Henry Street, a.k.a. 112 Atlantic Avenue, in the Cobble Hill section of the borough of Brooklyn. According to city records, it is improved with a gas station (G4). The sponsor plans to demolish the gas station and construct a 4-story and basement condominium that will contain eight (8) residential units and one (1) commercial unit.

The property has 97.33' frontage on the southerly side of Atlantic Avenue and extends 80' along the easterly side of Henry Street. It is rectangularly-shaped and contains approximately 7,785 square feet of ground area. The property is identified as Block 285 Lot 6.

2) After completion of construction, scheduled for October 2016 the building will contain the following approximate square foot areas and uses:

FLOORS	AREA	USE
Cellar	7,692	Mechanical and Meter Rooms, 8 Storage Spaces Part of Commercial Unit, 8 Parking Spaces
1	7,545	1-Commercial Unit, Lobby, Bicycle Storage
2	5,369	1-2BR, 1-3BR and 1-4BR Apartments
3	5,369	1-2BR, 1-3BR and 1-4BR Apartments
4	5,436	2-4BR Apartments

3) The property is currently assessed in Tax Class 4. After completion of construction and the establishment of a condominium, all of the units will be assessed in Tax Class 2C under the classification system adopted by the State Legislature in its revision of the Real Property Tax Law (Section 305, Article 1802, and Section 581, applicable to the assessment of cooperative apartments and condominiums.)

Tax Class 4 is comprised of most properties used for non-residential purposes. Tax Class 2C consists of primarily residential cooperatives or condominiums with no more than ten units. The City's assessment ratio policy for both tax classes is to assess at 45% of market value based upon the value as an income-producing property. Increased values for Tax Class 2A and 2C properties, other than for physical reasons, are limited to 8% per year or 30% over a five-year period.

The 2014/15 Class 2C tax rate is $12.855 per $100. I estimate the tax rate for Tax Class 2C after completion of construction at $13.00 per $100.

4) The recent history of assessed valuations for 325 Henry Street is as follows:

2014/15	Land	Total
Actual:	$ 350,550	$ 490,500
Transitional:	$ 350,550	$ 433,260

2015/16	Land	Total
Actual:	$ 350,550	$ 525,600
Transitional:	$ 350,550	$ 458,820

5) It is my judgment that after construction is completed, the property will be assessed as follows:

	Land	Total
Actual:	$ 350,550	$ 2,100,000
Market Value:		$ 5,000,000

6) The tax liability after completion of construction and the establishment of a condominium, without ICAP benefits, is estimated at $ 273,000. The calculation is as follows:

$ 2,100,000 [1] x .13 [2] = $ 273,000

Each unit will be given a separate tax lot number. Individual tax liability may be estimated by apportioning the total tax among the unit owners in accordance with its percentage of common interest as indicated in Schedule A of the Offering Plan.

7) It is my understanding that the sponsor is seeking ICAP benefits for the commercial unit. If the ICAP benefits are granted, the unit will receive a 15-year real estate tax abatement. It will consist of a full abatement for the first eleven years on increases in the assessed value attributable to the construction of the building and will decline by 20 percent per year for the remaining four years. Full benefits will begin in the second year of the operation of the condominium. I have estimated the tax with ICAP benefits at $10,438 for the commercial unit. The calculations are as follows:

Commercial Unit
(($ 2,100,000 [1] x .2249 [3]) x .13 [2]) - $50,960 [4] = $10,438

1. Estimated Taxable Assessed Value after completion of construction
2. Estimated 2C Tax Rate
3. Percentage of common interest for the commercial space
4. ICAP Abatement (Est. Commercial AV $472,290 x 83% Building AV x .13 estimated tax rate = $50,960

8) This estimate of the assessed valuation has been prepared for inclusion in the Offering Plan, and I consent to its use for this purpose. Although the aforesaid estimate of the Actual Assessed Valuation is a good-faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, when actually made, may be lesser or greater based on our interpretation of the administrative code and the applicable rules and regulations of the City of New York. Although I believe my opinions are well-founded, they are not intended, and should not be construed as warranties as to future assessed valuations of the property under discussion.

In no event will this firm, the Sponsor, the Sponsor's counsel or any other person be liable if the assessed valuation, when actually made, is lesser or greater than that estimated above, or if the administrative code and the applicable rules and regulations of the City of New York are changed in the future, or if the facts as represented prove to be untrue.

Jerome Mazursky, MAI, CAE

The Mazursky Group, Inc., 42 Broadway, Suite 1744, New York, NY 10004 (212) 344-8586

The Mazursky Group, inc.
Real Estate Tax Consultants and Appraisers

JEROME MAZURSKY, MAI, CAE
President

NYS Certified General R.E. Appraisers
46000001594

QUALIFICATIONS

EDUCATION

N.Y.U. School of Commerce - B.S.
Real Estate Courses

Appraising I, II	CUNY
Advanced Assessing	Cornell University
Appraising Problems	University of Connecticut
Computerized Mass Assessing	I.A.A.O.
Various Appraisal Courses	Appraisal Institute

PROFESSIONAL DESIGNATIONS EARNED

MAI	(Member of the Appraisal Institute)
CAE	(Certified Assessment Evaluator, IAAO)
IAO	(Institute of Assessing Officers, NYSAA)

EMPLOYMENT

Assessor - Manhattan
Interim Acting Tax Commissioner for Staten Island
Assistant Commissioner (in charge of the Real Property Assessment Division of the Department of Finance)
Real Estate Tax Consultant/Fee Appraiser

MEMBERSHIPS HELD IN PROFESSIONAL ORGANIZATIONS

International Association of Assessing Officers
N.Y.S. Association of Assessors
Appraisal Institute
American Arbitration Association

ARTICLES PUBLISHED

"The Future of Assessed Valuations in New York City"
Assessment Digest
The Valuer's Line

Book Review of "You Can Get Your Real Estate Reduced"
Real Estate Review

"Reflections of an Acting Tax Commissioner"
Real Values

"Real Estate Taxes and the Review Process"
C.P.A. Journal

"The New Real Estate Tax in New York City"
C.P.A. Journal

"Battling Taxes From a Different Vantage Point"
Real Estate Weekly

"Forecast of Real Estate Taxes in NYC"
Real Estate Weekly

"Real Estate Tax Burden Shifting in New York"
REW - Review & Forecast

SCOPE OF APPRAISAL EXPERIENCE

Over a period of twenty-five years, I have valued thousands of properties of almost every conceivable type in New York City. Some of the more notable properties for which I have performed tax projections for offering plans are:

The Plaza Hotel Condominium
500 West End Avenue
350 West 42nd Street
The Corinthian Condominium
Trump Parc Condominium
The Stanhope Condominium
330 East 72nd Street
823 Park Avenue
123 West 44th Street

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

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CERTIFICATION BY SPONSOR
Pursuant to Part 20

New York State Department of Law
Real Estate Financing Bureau
120 Broadway
New York, NY 10271

Re: 325 Henry Street, Brooklyn, New York 11201

We are the Sponsor and the principals of Sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire proposed offering plan. We have investigated the facts set forth therein and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statements of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I:

(a) knew the truth;

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

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

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

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR: HENRY ATLANTIC PARTNERS LLC

By: Henry Atlantic Manager Remote LLC, its Manager

By: _____
Name: Angelo Cosentini
Title: Managing Member

PRINCIPAL:

_____
Angelo Cosentini

Sworn to before me this
9th day of December, 2015

_____
Notary

SHANNON TATUM
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TA6320818
Qualified in Bronx County
My Commission Expires March 09, 2019

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

This certification may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one agreement binding on all of the parties hereto, notwithstanding that all parties shall not have executed the same counterparts. Digital and signatures on this certification shall have the same force and effect as originals.

SPONSOR:
HENRY ATLANTIC PARTNERS LLC
By: Henry Atlantic Manager Remote, LLC, its Manager

Sworn to before me this
_____day of February, 2016

_____
Notary

By: _____
Name: Angelo Cosentini
Title: Manager

PRINCIPALS:

Sworn to before me this
_____day of February, 2016

_____
Notary

_____
Angelo Cosentini

Sworn to before me this
_____day of February, 2016

_____
Notary

_____
John Carson

Sworn to before me this
9th day of February, 2016

Tricialyn Guarascio
Notary

_____
Avishy Fisher

Sworn to before me this
9th day of February, 2016

Tricialyn Guarascio
Notary

_____
Brian Ezra

TRICIALYN GUARASCIO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GU6326288
Qualified in New York County
My Commission Expires August 17, 2019

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CERTIFICATION OF SPONSOR'S ARCHITECT

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BKSK ARCHITECTS LLP

28 West 25th Street, 4th Floor
New York, New York 10010

CERTIFICATION BY ARCHITECT

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

Re: 325 Henry Street, Brooklyn, New York 11201

Henry Atlantic Partners LLC is the sponsor (the "Sponsor") of the offering plan ("Offering Plan") to convert the captioned property to condominium ownership. The Sponsor retained our firm to prepare a report describing the construction of the property (the "Report").

We visually inspected the property on April 17, 2015 and examined the building plans and specifications that we prepared on October 2, 2015 and prepared the Report on November 30, 2015, a copy of which is intended to be incorporated into Offering Plan so that prospective purchasers may rely on the Report.

We are a registered architect in New York State, the state in which the property is located.

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

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report based on our visual inspection:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we prepared;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we prepared;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering.

This statement is not intended as a guarantee or warranty of the physical condition of the property.



BKSK ARCHITECTS LLP

By: Julia Nelson

Name: JULIA NELSON

Title: PARTNER

Sworn to before this

29 day of February, 2016

Notary

NIAMBI M. PAIGE
Notary Public - State of New York
No. 01PA6287277
Qualified In Kings County
My Commission Expires August 5, 2017

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

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GOLDIN Management

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

January 25, 2016

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

Re: Condominium Offering Plan (the "Plan") for the
325 Henry Street Condominium
325 Henry Street
Brooklyn, New York 11201

Gentlemen:

The Sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B and the footnotes thereto, containing projections of income and expenses for the first year of condominium operation. We have had experience in this field for over twenty (20) years in the New York metropolitan area and we are experienced in the management of residential properties. The company currently manages approximately 106 properties, comprising of approximately 2900 residential and commercial units. Daniel S. Miller, of Goldin Management, has experience in many phases of real estate including, specifically, management of residential apartment buildings in New York City among which are the properties: (1)160 6th Avenue, New York, NY, (2) 77 Hudson Street, New York, NY, (3) 279 Prospect Park West, Brooklyn, NY, (4) 331 State Street, Brooklyn, NY.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in *13 NYCRR in Part 20* insofar as they are applicable to Schedule B.

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

We certify that the projections in Schedule 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.

We certify that the Schedule:

(i) set 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) do not omit any material fact;
(iv) do not contain any untrue statement of a material fact;
(v) do not contain any fraud, deception, concealment or suppression;
(vi) do not contain any promise or representation as to the future which is beyond the reasonable expectation or unwarranted by existing circumstances;
(vii) do not contain any representation or statement which is false where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expense for the first year of condominium operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

Goldin Management

By: _____
Daniel S. Miller
Property Manager

Sworn to before me this
25th day of January, 2016

_____
Notary Public

KATHERINE FERRAND
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FE6319648
Qualified in Kings County
My Commission Expires February 23, 2019

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING COMMON CHARGES FOR COMMERCIAL UNIT

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GOLDIN Management

CERTIFICATION ON ADEQUACY OF BUDGET OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER

January 25, 2016

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

Re: Condominium Offering Plan (the "Plan") for the
325 Henry Street Condominium
325 Henry Street
Brooklyn, New York 11201

Gentlemen:

The Sponsor of the condominium offering plan for the captioned property retained our firm to prepare (or review) Schedule B which includes projections of common charges payable by the owners of the commercial unit. We have had experience in this field for over twenty (20) years in the New York metropolitan area and we are experienced in the management of residential properties. The company currently manages approximately 106 properties, comprising of approximately 2900 residential and commercial units. Daniel S. Miller, of Goldin Management, has experience in many phases of real estate including, specifically, management of residential apartment buildings in New York City among which are the properties: (1)160 6th Avenue, New York, NY, (2) 77 Hudson Street, New York, NY, (3) 279 Prospect Park West, Brooklyn, NY, (4) 331 State Street, Brooklyn, NY.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in *13 NYCRR in Part 20* insofar as they are applicable to the commercial unit listed in Schedule B.

We have reviewed the Schedule as it impacts upon the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for condominium charges payable by the owners of the commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the

commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owners of the commercial unit:

(i) sets forth in detail the projected common charges for the commercial unit for the first year of condominium operation;
(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning common charges payable by the owners of the commercial unit;
(iii) do not omit any material fact;
(iv) do not contain any untrue statement of a material fact;
(v) do not contain any fraud, deception, concealment, or suppression;
(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
(vii) do 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.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expense for the first year of condominium operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

Goldin Management

By: _____
Daniel S. Miller
Property Manager

Sworn to before me this
25th day of January, 2016

_____
Notary Public

KATHERINE FERRAND
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FE6319648
Qualified in Kings County
Commission Expires February 23, 2019

KATHERINE FERRAND
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FE6319648
Qualified in Kings County
My Commission Expires February 23, 2019

SPONSOR AFFIDAVIT OF NO CONTRACTS WITH PROSPECTIVE PURCHASERS, NON-OCCUPANCY OF UNITS AND NO RENTING PRIOR TO CONSUMMATION OF THE OFFERING PLAN

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SPONSOR AFFIDAVIT OF
NO CONTRACTS WITH PROSPECTIVE PURCHASERS TO PURCHASE UNITS,
NON-OCCUPANCY OF UNITS
AND
NO RENTING PRIOR TO CONSUMMATION OF THE OFFERING PLAN

325 HENRY STREET CONDOMINIUM
325 Henry Street
Brooklyn, New York 11201

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

The undersigned, John Carson, being duly sworn, deposes and says:

1. That I am the manager of Henry Atlantic Manager Remote LLC, which is the manager of Henry Atlantic Partners LLC, the sponsor of the 325 Henry Street Condominium (the "Sponsor").

2. That the Sponsor has submitted a proposed offering plan (the "Plan") to the New York State Department of Law for the conversion of the property located at 325 Henry Street, Brooklyn, New York 11201 (the "Property") to condominium ownership.

3. That neither Sponsor nor any principal of Sponsor has entered into any contracts or agreements, written or oral, for the sale of transfer of any units offered for sale in the Plan and has not taken any deposits or advances of funds in connection with the reservation, sale, transfer of such units prior to submission of the Plan to the Department of Law.

4. That currently no units exist at the Property and, as such, no units are occupied by residential or commercial tenants as of the date of submission of the Plan to the Department of Law.

5. No units are rented to any residential or commercial tenants as of the date of submission of the Plan to the Department of Law.

Sponsor: HENRY ATLANTIC PARTNERS LLC

By: Henry Atlantic Manager Remote LLC, its Manager

By: _____
Name: John Carson
Title: Principal

Sworn to before me this
23 day of Dec, 2015

_____
Notary

SHANNON TATUM
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TA6320816
Qualified In Bronx County
My Commission Expires March 09, 2019

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AFFIDAVIT OF SPONSOR AND SPONSOR PRINCIPALS REGARDING REAL ESTATE SYNDICATIONS AND SIMILAR INTERESTS AND INVESTMENTS

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AFFIDAVIT BY SPONSOR AND PRINCIPALS OF SPONSOR REGARDING PRIOR PUBLIC OFFERING OR NO PRIOR PUBLIC OFFERING

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

The undersigned, Angelo Cosentini, being duly sworn, deposes and says:

That I am the Manager of Henry Atlantic Manager Remote LLC, which is the Manager of Henry Atlantic Partners LLC ("Sponsor"), Sponsor of the offering plan for the condominium project located at 325 Henry Street, Brooklyn, New York 11201.

That I am a Manager of OTL Atlantic LLC, which is the Manager of Henry Atlantic Manager, LLC, which is a Member of Sponsor.

That Sponsor has not taken part in real estate syndications of securities consisting of participation interests or investments in real estate, including limited partnership interests or public offerings of cooperative interests in realty, including condominiums, in or from New York, which were initially offered during the preceding five years.

That I am a principal in the below entities, which entities have offered securities in condominium projects within the past five (5) years in New York:

- 637 Hudson Street Associates LLC; Horatio House, 637 Hudson Street, New York, New York (CD-06-0292);
- Norfolk Hudson, LLC; Blue Condominium, 103 Norfolk Street, New York, New York (CD-05-0284);
- OTL Renwick LLC; The 22 Renwick Street Condominium, 22 Renwick Street, New York, New York (CD-06-0452); and
- OTL Avenue C; The Calyx Condominium, 189 Avenue C, New York, New York (CD-14-0366).

That the sponsor entities referenced above received no exemptions for the above referenced projects.

By: _____
Angelo Cosentini

Sworn to before me this
9th day of February, 2016

Notary

TRICIALYN GUARASCIO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GU6326288
Qualified in New York County
My Commission Expires August 17, 2019

AFFIDAVIT BY SPONSOR AND PRINCIPALS OF SPONSOR REGARDING PRIOR PUBLIC OFFERING OR NO PRIOR PUBLIC OFFERING

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

The undersigned, John Carson, being duly sworn, deposes and says:

That I am a Member of Henry Atlantic Manager Remote LLC, which is the Manager of Henry Atlantic Partners LLC ("Sponsor"), the sponsor entity of the offering plan for the condominium project located at 325 Henry Street, Brooklyn, New York 11201.

That I am a Manager of OTL Atlantic LLC, which is the Manager of Henry Atlantic Manager, LLC, which is a Member of Sponsor.

That Sponsor has not taken part in real estate syndications of securities consisting of participation interests or investments in real estate, including limited partnership interests or public offerings of cooperative interests in realty, including condominiums, in or from New York, which were initially offered during the preceding five years.

That I am a principal in the below entities, which entities have offered securities in condominium projects within the past five (5) years in New York:

- 637 Hudson Street Associates LLC; Horatio House, 637 Hudson Street, New York, New York (CD-06-0292);
- Norfolk Hudson, LLC; Blue Condominium, 103 Norfolk Street, New York, New York (CD-05-0284);
- OTL Renwick LLC; The 22 Renwick Street Condominium, 22 Renwick Street, New York, New York (CD-06-0452); and
- OTL Avenue C; The Calyx Condominium, 189 Avenue C, New York, New York (CD-14-0366).

That the sponsor entities referenced above received no exemptions for the above referenced projects.

By: _____
John Carson

Sworn to before me this
4th day of February, 2016

_____
Notary

TRICIALYN GUARASCIO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GU6326288
Qualified in New York County
My Commission Expires August 17, 2019

AFFIDAVIT BY SPONSOR AND PRINCIPALS OF SPONSOR REGARDING PRIOR PUBLIC OFFERING OR NO PRIOR PUBLIC OFFERING

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

That I am a Manager of AHI 112 Atlantic LLC, which is a Member of Henry Atlantic Manager, LLC, which is a Member of Henry Atlantic Partners LLC ("Sponsor"), Sponsor of the offering plan for the condominium project located at 325 Henry Street, Brooklyn, New York 11201.

That Sponsor has not taken part in real estate syndications of securities consisting of participation interests or investments in real estate, including limited partnership interests or public offerings of cooperative interests in realty, including condominiums, in or from New York, which were initially offered during the preceding five (5) years.

That I am a principal of the below entity, which entity has offered securities in a condominium project within the past five (5) years in New York:

- Atlantic Pacific Development Partners LLC; The 465 Pacific Street Condominium, 465 Pacific Street, Brooklyn, New York (CD15-0112)

That the sponsor entities referenced above received no exemptions for the above referenced projects.

By: _____
Avishy Fisher

Sworn to before me this
24 day of February, 2016

Notary

TRICIALYN GUARASCIO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GU6326288
Qualified In New York County
My Commission Expires August 17, 2019

AFFIDAVIT BY SPONSOR AND PRINCIPALS OF SPONSOR REGARDING PRIOR PUBLIC OFFERING OR NO PRIOR PUBLIC OFFERING

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

The undersigned, Brian Ezra, being duly sworn, deposes and says:

That I am a Manager of AHI 112 Atlantic LLC, which is a Member of Henry Atlantic Manager, LLC, which is a Member of Henry Atlantic Partners LLC ("Sponsor"), Sponsor of the offering plan for the condominium project located at 325 Henry Street, Brooklyn, New York 11201.

That Sponsor has not taken part in real estate syndications of securities consisting of participation interests or investments in real estate, including limited partnership interests or public offerings of cooperative interests in realty, including condominiums, in or from New York, which were initially offered during the preceding five (5) years.

That I am a principal of the below entity, which entity has offered securities in a condominium project within the past five (5) years in New York:

- Atlantic Pacific Development Partners LLC; The 465 Pacific Street Condominium, 465 Pacific Street, Brooklyn, New York (CD15-0112)

That the sponsor entities referenced above received no exemptions for the above referenced projects.

By: _____
Brian Ezra

Sworn to before me this
8th day of February, 2016

_____
Notary

TRICIALYN GUARASCIO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GU6326288
Qualified in New York County
My Commission Expires August 17, 2019