CONDOMINIUM OFFERING PLAN
A Plan For Condominium Ownership of

37 CARROLL STREET CONDOMINIUM
37 Carroll Street, Brooklyn, New York 11231
Kings County
Total Offering Price of the four (4) residential units is $5,000,000.00
and the offering price for the one (1) parking unit is $ 150,000.00
Total offering price..... $5,150,000.00

Name and Address of Sponsor and Selling Agent:
37 CARROL STREET LLC
3037 Avenue U, Brooklyn, New York 11229

The Date of the First Offering of this Plan is ,2019.This plan may not be used for more than 12 months from such date unless extended by Amendment.

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS, SEE PAGE 1

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

THE SPONSOR WILL ENDEAVOR, IN GOOD FAITH, TO SELL IN A REASONABLY TIMELY MANNER ALL RESIDENTIAL UNITS TO PURCHASERS FOR THE PERSONAL OCCUPANCY OF PURCHASERS OR THEIR IMMEDIATE FAMILIES. HOWEVER, IN THE EVENT THERE IS A SIGNIFICANT DECLINE IN THE MARKET VALUE, WHICH MEANS THE OFFERS BEING MADE ARE LESS THEN TEN (10%) PERCENT FROM THE OFFERING PRICES SET FORTH IN SCHEDULE A, THEN THE SPONSOR RESERVES THE RIGHT TO RENT THE UNITS, AFTER PLAN CONSUMMATION, RATHER THEN SELL UNITS UNTIL THERE IS AN UPWARD TURN IN THE MARKET. HOWEVER EVEN IF THE MARKET DOES IMPROVE SO THAT OFFERS BEING RECEIVED BY THE SPONSOR FOR UNITS LEFT TO BE SOLD ARE WITHIN TEN (10%) PERCENT OF THE OFFERING PRICE AS SET FORTH IN SCHEDULE A, THE SPONSOR IS UNDER NO OBLIGATION TO START SELLING AGAIN.

IF THESE CONDITIONS ARE NOT MET, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH (1) A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR; (2) PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN; AND (3) OWNER-OCCUPANTS AND NON-RESIDENT OWNERS, SUCH AS SPONSOR, MAY HAVE INHERENT CONFLICTS ON THE MANAGEMENT OF THE CONDOMINIUM.

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A. SPECIAL RISKS

The following is a summary of certain special risk considerations in connection with the Plan, but is not intended to summarize all major features of the Plan. Prospective purchasers are urged to read the following special risk factors in conjunction with the Plan for a discussion of these and other important aspects of this condominium offering.

(A) Pursuant to the provisions of Local Law 147 which amends the Administrative Code of the City of New to require that all class A multiple dwellings-i.e., buildings with three or more residential dwelling units-adopt a written smoking policy for the building that is disclosed to all residents and incorporated into all leases, purchase agreements, and building governing documents. As such, smoking is prohibited throughout the entire Building, including, without limitation, interior spaces of all Residential Units, balconies and terraces appurtenant to Residential Units, hallways, landings, stairwells, elevators, storage rooms, lobby, courtyards, building rooftop, basement, laundry room, pool area, and within 25 feet of the building entrances. Smoking is further prohibited to the extent it causes secondhand smoke to drift into the Building. The terms "smoke" and "smoking" mean inhaling, exhaling, or breathing tobacco or any other plant, chemical or other substance, or carrying or controlling any lighted, burning, smoldering or heated cigarettes, cigars, pipes or other similar devices containing tobacco or any other plant, chemical or other substance, including without limitation hookahs, marijuana, cigarillos, and E cigarettes. This prohibition against Smoking applies to the Unit Owners and occupants, residents and any guest, agent, licensee, tenant or invitee of Unit Owners, all of whom are hereby prohibited from smoking or permitting others to smoke in any part of the Building or from causing secondhand smoke to drift into the Building. Vaporization or inhalation of liquids and/or oils attendant to the use of medical marijuana by any of the foregoing persons to whom a medical marijuana card has been issued shall not be deemed to constitute "Smoking" within the meaning of this provision.

(B) The Sponsor will endeavor, in good faith, to sell in a reasonably timely manner all residential units to purchasers for the personal occupancy of purchasers or their immediate families. However, in the event there is a significant decline in the market value, which means the offers being made are less then ten (10%) percent from the offering prices set forth in Schedule A, then the Sponsor reserves the right to rent the Units, after plan consummation, rather then sell Units until there is an upward turn in the market. However even if the market does improve so that offers being received by the Sponsor for units left to be sold are within ten (10%) percent of the Offering Price as set forth in Schedule A, the Sponsor is under no obligation to start selling again. Sponsor's good faith attempts to sell the Units to purchasers will include listing the unsold Units with brokers, showing unsold units to brokers and prospective purchasers or their representatives, filing updates to the plan or otherwise engaging in customary sales activities.

IF THESE CONDITIONS ARE NOT MET, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH (1) A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR; (2) PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN; AND (3) OWNER-OCCUPANTS AND NON-RESIDENT OWNERS, SUCH AS SPONSOR, MAY HAVE INHERENT CONFLICTS ON THE MANAGEMENT OF THE CONDOMINIUM.

(C) A Purchaser has thirty (30) days to cure a default under his Purchase Agreement after being sent written notice. Time is of the essence to cure the default within such thirty (30) day period, failing which the Purchaser will lose his downpayment. Time is of the essence means that the time and date has been fixed for closing and Purchaser to comply with said demand or risk being in default of the Purchase Agreement. (See Section L, "Procedure to Purchase" for further details.)

(D) In the event that a purchaser does not close on the Closing Date set forth in the Notice of Closing, and Sponsor elects not to cancel the Purchase Agreement or if the Sponsor approves the Purchaser's request to adjourn the Purchaser's closing to his Residential Unit, interest shall accrue on the unpaid amount of the Offering Price from the Closing Date until such amount is paid. The interest rate shall be ten percent (10%) per annum. This rate shall be in effect for as long as there is any unpaid amounts owing towards the full Offering Price. (See Section L, "Procedure to Purchase" for further details.)

(E) All Purchase Agreements may be made contingent upon the Purchaser obtaining financing provided the Purchaser executes the Secured Loan Condition Rider attached to the Purchase Agreement as Exhibit B. For those Purchasers that will seek financing, the Secured Loan Condition Rider provides in part Purchaser may apply to any lending institution of Purchaser's choosing.

Purchaser who desires to obtain a loan to finance the purchase of a Unit will have the right to condition his Purchase Agreement upon obtaining the loan from an institutional lender doing business in New York of not more than seventy-five (75%) of the Unit's Total Cash Payment, at prevailing terms and interest rates and origination and other fees in accordance with the lender's then customary practice. Any purchaser who desires to condition his purchase upon obtaining shall be required to execute the Secured Loan Condition Rider set forth as Exhibit B to the Purchase Agreement in Part II of this Plan.

Under the Secured Loan Condition Rider, a Purchaser must complete, sign and submit a loan application to any Lender of its choosing within five (5) business days after receipt by the attorney for Purchaser of a fully executed Purchase Agreement. Thereafter the purchaser must cooperate in good faith to obtain and close the loan

No representation is made by the sponsor as to the availability or cost of such financing In the event that purchaser is notified by the lending institution of the rejection of his application, he must furnish the Selling Agent with a copy of the application and the rejection letter. The Sponsor shall, within ten (10) days after receiving notice of the rejection, have the option to designate one other lending institution with which purchaser will be required to file a new application for financing. In the event that the Sponsor fails to designate a lending institution then the Sponsor shall promptly have the downpayment refunded and all the parties will be relieved of any liability under this Purchase Agreement. (See Section L, "Procedure to Purchase" for details.) As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment. The Offering Plan and By Laws are Fannie Mae compliant in the Offering Plan contains a 10% reserve fund line item in the budget. In addition, the By Laws contain the requisite to protect the lender's interest in the Unit. There is no preferred lender status conveyed on this project with respect to minimum sales or owner occupancy requirements.

If after the issuance of a commitment the lender shall fail to fund or otherwise retract the commitment through no fault attributable to Purchaser, the Purchaser shall have the right upon 10 days notice to Sponsor to cancel this contract and receive a refund of the downpayment As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment.

If Purchaser shall fail to obtain a mortgage commitment with the lender of its choosing and thereafter fail to exercise the right of termination within time periods set forth in the Purchase Agreement or has failed to exercise any of his other options or satisfy the conditions set forth in the Secured Loan Condition Rider, then, in either case, the Purchase Agreement shall remain in full force and effect and Purchaser shall no longer have the right to terminate the Purchase Agreement. However, if Purchaser is not in default of the terms of the Purchase Agreement and has made good faith efforts to extend the commitment, Sponsor must grant to such Purchaser a right of rescission and a reasonable time to exercise that right. (See Section L, "Procedure to Purchase" for details.)

(F) If a Purchaser does not exercise the option to obtain financing, the Purchase Agreement will be deemed an "all cash transaction" in which case, in the event a Purchase shall fail to close by the Closing Date (or any grace period thereof) the Purchaser will be in default of the terms of the Purchase Agreement. If the obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing, any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the Offering Price. Prospective Purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. (See Section L, "Procedure to Purchase" for details.)

(G) Although Seller's statutory responsibility expense, Purchasers shall be required to pay the Real Property Transfer Tax due to The City of New York. This tax is in the amount of one percent (1%) of the total Offering Price of the unit, if under $500,000; and 1.425% of the total Offering Price of the unit, if $500,000 or over. The amount of the Real Property Transfer Tax paid by the Purchaser is added to the Offering Price as additional consideration upon which the Real Property Transfer Tax is based. The Purchaser shall also pay for the New York State Deed Documentary stamps (currently $2.00 per $500 or a fractional portion thereof of the Offering Price) imposed by statute on the transferors of the property. The total amount of the transfer taxes is then added to the Offering Price and the transfer tax is calculated in accordance with the percentages set forth above. (See Section O, "Unit Closing Costs and Adjustments" for further details.)

(H) No bond or other security has been furnished to secure the Sponsor's obligations, including Sponsor's obligation to complete the renovations of the Condominium. (See Section P, "Rights and Obligations of Sponsor" for further details)

(I) As the premises consists of a four (4) family dwelling the budget of operations will not provide for a contingency for labor or management expense. Unit Owners be responsible for the routine maintenance and operation of the Premises and will be required to perform certain tasks normally done by a superintendent such as snow removal. Common charges will increase should Unit Owners desire to hire a full time superintendent or a managing agent. Management companies generally charge 5% of maintenance collected. In addition, the Budget will not provide for common heating as the Units are individually metered. (See Section G1, "Notes to Schedule B" for further details) .

(J) No Unit Owner may sell or lease his Unit or any interest therein except by complying with the following condition. Any Unit Owner can sell or lease his or her Unit to anyone, without restriction or limitation, subject only to the right of first refusal in favor of the Board of Managers of the Condominium (the "Condominium Board") or a third party produced by the Condominium Board to acquire or lease such Unit upon the same terms that were offered to the prospective buyer or tenant. Note that the foregoing is merely a summary of conditions for the resale or lease of a Unit, and you are referred to Article 7 of the By-Laws attached hereto for detailed restrictions on sale, resale or leasing of Units. Any deed to a subsequent purchaser must provide that the acceptance thereof by the grantee constitutes an assumption of the provisions of the Declaration, the By-Laws, and the rules and regulations of the Condominium as they may be amended from time to time. See Section S " Rights and Obligations of Unit Owners" for further details.

(K) Pursuant to existing law and regulation the Sponsor may declare the plan effective by selling a minimum of fifteen percent (15%) which is equal to one (1) of the Residential Units in the building. Even if the plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to convert the building with fewer than the minimum number of sales, if purchasers counted towards effectiveness do not ultimately purchase a Unit.

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

Notwithstanding the fact that not all Purchasers used for purposes of declaring the plan effective may actually close, Sponsor must re-declare the plan effective in order to consummate the offering plan in accordance with 13 N.Y.C.R.R. Part 20.1(c)(6). If all purchase agreements are either rescinded or terminated prior to the date of first unit closing, regardless of whether the condominium declaration has been recorded, sponsor must re-declare the offering plan effective. (See Section M, "Effective Date" for details.)

(L) As set forth in the Plan and in the Architect's Report, Dimensions indicated are approximate and shall consist of the area enclosed horizontally to the face of the gypsum board located at the exterior wall of the building and shall be to the face of a partition when a partition divides the unit from corridors, stairs or other units, and vertically by the upper face of the sub?floor of the unit up to the face of the gypsum board forming the upper ceiling of the unit. Door and windows which open from a unit and interior walls of a unit shall be deemed to be part of the unit. As a result the square foot areas as set forth in Schedule A, may significantly exceed the usable floor area of each unit. No Unit Owner shall be deemed to own the supporting columns, pipes, wires, conduits or other public lines running through the Unit which are utilized for or serve more than one (1) Unit. Any floor plan or sketch shown to a prospective purchaser is only an approximation of the dimensions and layout of a Unit. Accordingly, each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. (See Schedule A for further details.)

(M) All purchasers shall be required to pay the Sponsor, a fee of $2,500.00, to recoup the cost of the offering plan and the proportionate share of the real insurance premium for the first year of operation. (See Section O, "Unit Closing Costs and Adjustments" for further details.)

(N) At the first meeting of the Board of Managers, which is expected to take place after the earlier of (i) conveyance of title to more then 50% of the Units offered for sale or (ii) the second anniversary of the first conveyance of title to the first Unit under this Plan, Sponsor and its designees will not appoint a majority of the Board of Managers.

The foregoing notwithstanding, despite giving up control of the Board as set forth above, until such time that the Sponsor or its designee shall own less than 25% of the Units, or for a period of five (5) years after closing of title to the first Unit, whichever is sooner, the Board of Managers may not, without the prior written consent of the Sponsor or its designee, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (however, Sponsor will not unreasonably withhold consent to additions to the contingency fund provided for in Schedule B to the extent assessments are necessary to make expenditures required by law), or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient). Sponsor shall have the right to withhold its consent to any of the foregoing actions. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses required to comply with applicable law. 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. Moreover, so long as Sponsor or its designee shall continue to own at least one (1) Unit, Sponsor or its designee shall have the right to appoint one member of the Board of Managers. As long as there is at least one (1) Unsold Unit, the number of members of the Board of Managers may not be changed without Sponsor's consent. (See Section Q, "Control by Sponsor" for further details.) Moreover, pursuant to Section 2.7, of the by laws, from and after the first annual meeting of the Unit Owners, the Condominium Board shall consist of three (3) individuals to be elected by the Unit Owners pursuant to the terms of Section 4.9 hereof a majority of which must be owner occupants that are unrelated to the Sponsor or the principals of the Sponsor

(O) At each closing purchaser will be required to execute a power of attorney in favor of the Board of Managers. The power of attorney will grant the Board of Managers certain powers including, without limitation, the right to execute certain documents on behalf of the Unit Owners. (See Document No. 3 in Part II "Form of Unit Owner's Power of Attorney" for further details.)

(P) Purchaser shall be obligated to pay a fee of $2,250.00 to KORSINSKY & KLEIN LLP. (hereinafter the "Sponsor's Attorney") for services rendered in connection with the preparation of the closing documents and the closing. If Purchaser shall obtain financing, Purchaser shall be required to pay the Sponsor's Attorney an additional fee of $250.00. If the closing shall not take place in the offices of the Sponsor's Attorney, then Purchaser shall be required to pay Sponsor's Attorneys a travel fee of $450.00. If the closing shall be adjourned due to Purchaser's failure to close as required, then Purchaser shall be required to pay Sponsor's Attorneys an adjournment fee of $900.00 (See Section O, "Unit Closing Costs and Adjustments" for further details.)

(Q) All Unit Owners shall severally indemnify each member of the Condominium Board against any liability or claim, contractual or otherwise, except those arising out of the bad faith or willful misconduct of such member or that are contrary to law or the terms of the Declaration or the By-Laws or the breach of any fiduciary duty owed by the Board to the condominium and Unit Owners. At the present time the insurance coverage does not have any "Director's and Officers" liability coverage. Should the Condominium Board desire to obtain such coverage the estimated cost would be about $2,000.00 for $1,000,000.00 of coverage (based on currents rates) (See Section R, "Rights and Obligations of The Board of Managers And Summary of The By-Laws" for further details.)

(R) The Condominium Board does not have the right to approve or disapprove Purchasers; there is no limit on the number of Owners who may purchase for investment rather than personal occupancy, as such there may always be a substantial percentage of Owners who are non-residents. In addition, Owners and Non-Resident Owners may have inherent conflicts in how the Condominium should be managed because of the different reasons in purchasing a Unit for investment as opposed to residing therein. (See Section R, "Rights and Obligations of The Board of Managers And Summary of The By-Laws" for further details.)

(S) The terms and provisions of the Housing Merchant Implied Warranty Law (General Business Law Article 36-B) are not applicable to this offering. The statute excludes a structure that has been leased continuously for three years or more following the date of completion of construction. The certificate of occupancy was issued April 22, 2010 and until Sponsor acquired title was in part leased and in part occupied by the Owner. The Sponsor is not doing any additional construction that would warrant the issuance of a new certificate of occupancy.

(T) The City of New York prohibits the use of below grade recreation accessory storage spaces to be used as bedroom. Purchasers are advised that the use of any accessory storage spaces as bedrooms may result in a violation being issued by the City of New York. The mechanical and utility rooms located in the cellar, balconies and roof terraces may not be used as living space. Any use of those areas as living space may result in a violation being issued against the Building and/or the imposition of fines against the Building. The Board shall be able to pursue all rights and remedies against the Unit Owner who fails to to comply with the foregoing. See Section S, "Rights and Obligations of Unit Owners" for further details.)

(U) Storage areas may only be used for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item, or any hazardous substance, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein. Storage area may not be used as dwelling space. Non-compliance with this requirement may result in violation placed against the building which will be the obligation of the individual Unit Owner responsible for such Non-compliance to remove. See Section S, "Rights and Obligations of Unit Owners" for further details.)

(V) The Sponsor anticipates that the closing of title to the first Unit will take place on or about July 1, 2019. In the event that the actual or anticipated date of commencement of condominium operation differs from the budget year projected herein by six (6) months or more from the anticipated date of the closing of the first unit, this plan will be amended to include a revised budget which will disclose new projection. If such new projections exceed the projections contained herein by twenty-five (25) percent or more, the Sponsor will offer all Purchasers the right for thirty (30) days following the presentation of such amendment within which to rescind their offer to purchase and have their downpayments refunded within 10 days thereof. As the downpayment shall be held in an Interest On

Lawyers Account ("IOLA") there will be no interest refunded on the downpayment. In the event that the actual or anticipated date of commencement of Condominium operation differs from the budget year projected herein by twelve (12) months or more from the anticipated date of the closing of the first unit, the Sponsor will offer all purchasers the right to rescind their offer to purchase and have their downpayments refunded within 10 days thereof. As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment. .(See Section L, "Procedure to Purchase" for details.)

(W) If Purchasers have accounts at the same bank as Sponsor's account that holds escrowed funds, Purchaser funds at the escrow bank factor into the $250,000 insurance limit for losses sustained by a Purchaser limitations. Under present FDIC guidelines, funds deposited by a fiduciary on behalf of a person or entity (the "owner") are insured as the deposits of the owner Funds deposited by a fiduciary insured separately from an Owner's other deposit accounts at the same bank are added to any other deposits the owner holds in the same ownership category at the same bank, and insured up to the applicable limit.(See Section L, "Procedure to Purchase" for details.)

(X) On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to home ownership. Accordingly, it is our opinion that a Unit Owner who itemizes deductions will be entitled to deduct, for federal income tax purposes, real estate taxes in the amount of up to $10,000.00 a year assessed against his Unit. Purchasers should note, that the $10,000.00 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000.00 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000.00 threshold.

(Y) Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement, or the relationship created hereby and hereby consent to a bench trial. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived

(Z) The following special risks were requested by the reviewing engineer of the NYS Department of Law.

(i) There is no provision for sound insulation in the building, however, as set forth by Frank J. Quatela Architect, P.C. who prepared the Description of Property set forth in Part II, the assembly of all floors, walls, and spaces are in compliance with all NYS MDL Laws regulating STC ratings as well as NYC Building Code Regulations.

(ii) An inspection of the Premises by Mr. Quatela, revealed evidence of some past water conditions such as flooding, ponding, or wetness in the area of the crawl space, however at the time of inspection no water was apparent on the surface. A subgrade drainage system is not provided for the foundation of the building.

(iii) There is no manufacturer warranty on the windows.

(iv) Balconies must remain open as built. If the owner wants to install an enclosure and the condominium by laws would allow it, the enclosure must be built via the proper approvals and in strict compliance with the requirements of the Department of Buildings.

(v) The expected life span of the roof type is ten to fifteen years. No bond or guarantee other than the one-year warranty on all construction materials and workmanship shall be furnished by the Sponsor.
(vi) Each unit will have its own private laundry closet and hook ups for domestic style washer and gas dryer, which will be provided by the unit owners.
(vii) The floors of all living, dining and bedroom areas in the units shall be of polished concrete. The unit owners may finish with carpet or another material of their choice without nailing into the structure.
(viii) The Sponsor will not provide a refrigerator, the purchase, installation and maintenance is unit owner's responsibility.
(ix) Unit owners must notify the Managing Agent, if there is one, in writing when a child under the age of eleven (11) years old live or resides (even temporarily) in the unit. Each residential owner shall install, at their own expense, the required window guards in all windows of the unit and shall not remove them until permitted by law in any event, without the full knowledge of the Managing Agent, if there is one.
(x) The Parking Unit will be offered on a first come first serve bases, with preference give to Purchaser that may be handicapped. The Parking Unit is handicapped compliant. Any renting of the space can only be done in accordance with the terms of the by-laws or as mandated the the rules and regulated promulgated the condominium board from time to time. (xi) As stated in Special Risk S above the Housing Implied warranty is not applicable to this Condominium.

B. INTRODUCTION

Purpose of the Offering Plan

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

The Offer

The Sponsor presents this Offering Plan (the "Plan") for conversion to condominium ownership of the Property pursuant to and in compliance with Article 9-B of the Real Property Law of the State of New York, as amended (the "Condominium Act"). The condominium shall be known as 37 CARROLL STREET CONDOMINIUM (the "Condominium").

The offering plan encompasses the structure and all appurtenances thereto at 37 Carroll Street, Brooklyn, New York (the "Building"), and the land on which it is erected. The Sponsor is 37 CARROL STREET LLC, having an address at 3039 Avenue U, Brooklyn, New York 11229 ("Sponsor"). The sponsor acquired title to the property on July 26, 2018, such building and land are hereinafter collectively called the "Property".

Under the Plan the Sponsor hereby offers a total of four (4) residential Units. The Sponsor will endeavor, in good faith, to sell in a reasonably timely manner all residential units to purchasers for the personal occupancy of purchasers or their immediate families. However, in the event there is a significant decline in the market value, which means the offers being made are less then ten (10%) percent from the offering prices set forth in Schedule A, then the Sponsor reserves the right to rent the Units, after plan consummation, rather then sell. However even if the market does improve so that offers being received by the Sponsor for units left to be sold are within ten (10%) percent of the Offering Price as set forth in Schedule A, the Sponsor is under no obligation to start selling again A. Sponsor's good faith attempts to sell the Units to purchasers will include listing the unsold Units with brokers, showing unsold units to brokers and prospective purchasers or their representatives, filing updates to the plan or otherwise engaging in customary sales activities. If sponsor makes a bulk sale of all or some of its unsold units, the transferee successor sponsor is bound by sponsor's representations regarding its commitment to sell units. The Premises is encumbered by any mortgage . The Offering Prices, estimated Common Charges for each of these Units are listed in Schedule A -- Offering Price and Other Financial Details for Each Unit. THE PRICES CONTAINED IN THE PLAN HAVE BEEN SET BY SPONSOR WITHOUT ARMS LENGTH NEGOTIATION AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW AND HAVE NOT BEEN APPROVED BY ANY GOVERNMENTAL AGENCY.

This Offering Plan includes all Schedules and Parts A, B and C and D of the Exhibits and constitutes the entire offer of the Sponsor, copies of the Offering Plan and Parts A, B, C and D of the Exhibits will be available for inspection by prospective purchasers without charge at the Property Site whenever the on-site office is open, and at the office of the selling agent, the Sponsor or the Sponsor's attorney.

Basic Aspects of Condominium Ownership

The ownership of a condominium unit is similar in many respects to the ownership of a private home. Each purchaser owns his Unit outright, in fee simple absolute, and is entitled to exclusive possession of his Unit together with an interest in and right to use the Common Elements and the Limited Common Elements, if any. The Common Elements essentially consist of all parts of the Property other than the Units themselves, are owned by all of the Unit Owners as tenants in common, each having an undivided interest therein. Each Unit Owner will be obligated to comply with the declaration, the by-laws, rules and regulations and any other requirements of the board of managers

Legal Description of Common Elements

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

Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more, but fewer than all Unit Owners. An easement is granted in all Limited Common Elements in favor of those Units which they are designed to serve, or to which they are otherwise expressly allocated. See Schedule A for a delineation of the Limited Common Elements for each Unit.

Each Unit Owner must pay Common Charges in accordance with the New York Condominium Act, Sections 339 (i) and (m). Common Charges have been estimated by the Sponsor and include fire and liability insurance for the Units, and Common Elements, and maintenance and operation of the Common Elements. For more information on Common Charges and how they are assessed, see Article VI of the By-Laws attached hereto as Document No. 7.

Other than as set forth herein, there is no restriction upon ownership of a Unit. Occupancy of a Unit designated as a "Residential Unit", however, may only be for residential use and subject to consent of the Board of Managers. Use of the Parking Unit may be use only as for parking of one (1) vehicle.

No Unit Owner may sell or lease his Unit or any interest therein except by complying with the following condition. Any Unit Owner can sell or lease his or her Unit to anyone, without restriction or limitation, subject only to the right of first refusal in favor of the Board of Managers of the Condominium (the "Condominium Board") or a third party produced by the Condominium Board to acquire or lease such Unit upon the same terms that were offered to the prospective buyer or tenant. Note that the foregoing is merely a summary of conditions for the resale or lease of a Unit, and you are referred to Article 7 of the By-Laws attached hereto for detailed restrictions on sale, resale or leasing of Units. Any deed to a subsequent purchaser must provide that the acceptance thereof by the grantee constitutes an assumption of the provisions of the Declaration, the By-Laws, and the rules and regulations of the Condominium as they may be amended from time to time.

No Unit Owner may convey or mortgage title to his Unit without including therein the appurtenant common interest allocated to the Unit. No Unit Owner is permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he has paid in full to the Board of Managers all unpaid Common Charges previously assessed by the Board of Managers against his Unit, and until he shall have satisfied all unpaid liens against the Unit, except permitted mortgages.

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

The Board of Managers has the power and responsibility for the operation of the Condominium. These responsibilities include, among other things, the operation, care, upkeep and maintenance of the Common Charges, collection of Common Charges from the Unit Owners, employment of personnel, adoption and amendment of rules and regulations, maintenance of bank accounts, obtaining insurance, making repairs, additions and improvements or alterations to the Common Elements, repair, reconstruction and restoration of damage by fire or other casualty, and such other functions as may be required in connection with the operation and maintenance of the Property. The Board of Managers will elect a President, a Secretary, a Treasurer, and such Vice Presidents as it may deem necessary for the administration of its affairs. No member of the Board nor any officer will receive any compensation for acting in such capacity. The Board may engage a manager or managing agent to perform any of its delegable duties as provided in the By-Laws of the Condominium, and may pay such manager or managing agent such compensation as the Board deems desirable.

Each Residential Unit is entitled to one (1) vote in all matters which require a vote of the Unit Owners, including the election of members of the Board of Managers. Where title to a Unit is held by two (2) persons, each such co-owner will be entitled to one-half (½) a vote. Except in those instances where the New York Condominium Act, the Declaration or the By-Laws provide otherwise, all matters to be decided by the vote of Unit Owners will be decided by a majority vote thereof.

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

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

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

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

Limitations on Purchase of Units

There are no restrictions on who may purchase a Unit in the Condominium. However, the Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever to refuse to approve and execute a Purchase Agreement for any Unit to any one person or entity; provided, however, that neither the Sponsor nor the Selling Agent will discriminate in the sale or lease of Units on the basis of race, creed, sex, color, disability, marital status or national origin. In addition, it is the intent of the Sponsor to sell all the Units at the Premises. As such the Sponsor will not enter into rental agreements for Units with people who have executed Purchase Agreements for a Unit at the Premises, this is known as an interim lease.

The Condominium Board does not have the right to approve or disapprove Purchasers; there is no limit on the number of Owners who may purchase for investment rather than personal occupancy, as such there may always be a substantial percentage of Owners who are non-residents. In addition, Owners and Non-Resident Owners may have inherent conflicts in how the Condominium should be managed because of the different reasons in purchasing a Unit for investment as opposed to residing therein.

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

Contents of Part II

The agreement to purchase a Unit is called a "Purchase Agreement", the general form of which is set forth in Part II as Document No. 2. The terms of sale of Units, as well as the procedure to purchase the same, are summarized in Section L, "Procedure to Purchase". The form of Unit Owner's Power of Attorney that each Unit Owner will be required to give to the Condominium Board and to Sponsor pursuant to the terms of the By-Laws and the form of deed that Sponsor will issue to purchasers of Units are set forth as Documents Numbers 4 and 5, respectively, in Part II.. A detailed description of the physical condition of the Property is set forth in Part II as Document Number 1, entitled "Description of Property and Specifications" which includes an architect's report describing the property, and should be reviewed carefully by prospective purchasers. Floor plans of the Units are set forth in Part II as part of Document Number 1.

The salient provisions of the Declaration of the Condominium (the "Declaration"), which is the document that establishes condominium ownership of the Property, and the By-Laws of the Condominium (the "By-Laws"), which govern the operation of the Condominium and to which are annexed the Rules and Regulations of the Condominium (the "Rules and Regulations"), are partially summarized in Section P, "Rights and Obligations of Unit Owners" and Section R, "Rights and Obligations of Board of Managers" and are reproduced in full in Part II as Documents Numbers 6 and 7, respectively. Parts I and II constitute the entire offering and contain all the detailed terms of the offer.

The exhibits submitted to the Department of Law in connection with the filing of the Plan contain additional supporting documentation. All of these are available for inspection and copying to prospective purchasers and their attorneys at the office of the attorneys for the Sponsor during regular business hours. There will be no charge for inspection. However, there will be a charge of forty cents ($0.40) per page for copying. The Plan and exhibits are also available for inspection and copying by appointment (at a current charge of $0.25 per page) at the Department of Law, 120 Broadway, 23rd Floor, New York, New York 10271. There is a $50.00 deposit required for each copy of the book, which will be refunded if it is returned to the Sponsor in good condition.

C. DEFINITIONS

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

1. **Board of Managers**: The governing body of the Condominium, being the group selected, authorized and directed to manage and operate the Condominium as provided by the New York Condominium Act, the Declaration and the By-Laws. The Board of Managers will manage and operate the building as provided by the New York Condominium Act, the Declaration and the By-Laws.
2. **Common Charges:** Assessments by the Board of Managers upon the Unit Owners, in proportion to their respective interests in the Common Elements for the purpose of paying Common Expenses.
3. **Common Elements:** All that part of the Condominium Property or facilities servicing or benefitting all the Units comprising the Condominium, as defined in Section 339-e of the Condominium Act. The Common Elements include generally, and without limitation: (i) all parts of the building (other than the Units) including but not limited to the foundation, roof and supports of the building; and (ii) all areas or facilities for the common use of all the Units and Unit Owner. Common Elements consist of all portions of the Condominium Property which are not designated as Units or parts thereof.
4. **Common Expenses:** Expenses for which Unit Owners shall be proportionately liable, and includes the actual and estimated expenses of operating the property, assessments relating to repair, maintenance, replacements, management and operation of the Condominium, and reasonable reserves for such purposes as found and determined by the Board of Managers, and sums designated as Common Expenses by or pursuant to the Condominium Documents.
5. **Common Interest**: The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration.
6. **Condominium:** 37 CARROLL STREET CONDOMINIUM, proposed to be created and organized as provided for in this Offering Plan, consisting of land, building, and appurtenances.
7. **Condominium Documents:** This Offering Plan, and the Declaration, Floor Plans, By-Laws and rules and regulations of the Condominium and all Exhibits for the foregoing, as amended from time to time.
8. **Condominium Property or Property**: The land described in the Declaration (See Document No. 6) which is subject to the Condominium Act by the Declaration, together with all improvements thereon and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof.
9. **Declaration:** The instrument by which the Property is submitted to the provisions of the New York Condominium Act and that instrument as from time to time amended, consistent with the provisions of the New York Condominium Act and the By-Laws of the Condominium.
10. **Limited Common Elements**: Those parts of the Condominium which would normally be part of the Common Elements, but to which a Unit Owner has an easement for exclusive use and enjoyment including, without limitation, cellar rooms, attics, roof terraces and balconies and further delineated in the Description of Property.

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

12 **Quality Standards**: Equal to or Better Quality shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

13. **Sponsor**: As used in New York State regulations pertaining to newly constructed and vacant condominium, the word "sponsor" means "any person, partnership, joint venture, corporation, company, trust, association or other entity or agent thereof who makes or takes part in a public offering or sale in or from the State of New York of participation interests or investments in real estate including condominium interests in realty." In this case, the Sponsor is The 37 CARROL STREET, LLC.

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

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

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

D. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

These outline specifications are intended to outline generally the nature of the work, materials and equipment and to indicate the contemplated character of the Building, but shall not be interpreted as enlarging in any manner, directly or by reference, the obligations or liability of the Sponsor as set forth in this Plan. A more detailed description and approximate three dimensional floor plans are set forth in the "Description of Property and Specifications," Document No. 1 in Part II of the Plan. The building is located at 37 Carroll Street, Brooklyn New York.. It is an existing building and is located in an R6B Zoning District, which permits a multi-story and multi-use building of this nature. The Building certificate of occupancy, # 301503344F, was issued on April 22, 2010.

The streets beyond the lot lines are New York City sidewalks, curbs and roadways. The roadways are asphalt paving. Catch basins are located in the street to catch the storm run-off into New York City Sewer System. The Streets are lighted by The City with mercury arc lamps. Water is provided by the City of New York. The structure will have a common water meter and will be billed for water consumption. Natural gas for cooking hot water and heating is provided by the National Grid. Each unit will be separately metered and billed. Telephone service is provided by the Verizon Telephone Company. Electricity is provided by the Consolidated Edison Co. Each unit is metered and billed separately. Storm water is carried into the New York Sewer System as is the entire sanitary waste from the building. The units will be equipped with Smoke detectors and carbon monoxide detectors as required by law.

Building: The offering consists of one non elevator building containing four (4) residential units

Occupancy and Unit Information:

Unit	Rooms/Baths	
1	Loft	1 bathroom
2	1 bedroom,	1 bathroom
3	1 bedroom,	1 bathroom
4	Loft	1 bathroom
PS	NA	

There is 1 parking space being offered for sale and there is ample street parking in the area. The parking is located at the ground level of the building and is a enclosed parking area. Additional details regarding the Premises and other data regarding the Units may be found in Document No. 1, of this Plan, entitled "Description of Property and Specifications", which includes an architect's report describing the property.

The Sponsor reserves the right to amend or modify in any way such plans, specifications and description of property (including changing materials, and other construction details) and substitute in place of any materials set forth herein or in Document No. 1 to Part II of this Plan, materials and other details of equal or better quality; (equal to or better quality shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications), provided only that any necessary approval of any governmental authority having jurisdiction thereover is first obtained. Certain changes to the plans, specifications and description of property can only be made with consent of the Unit Owners and/or by amendment to the Plan. All references in this Plan to "Plans and Specifications" shall mean the aforesaid plans and specifications for the Building prepared by the Sponsor's Architects and Engineers as the same may have, from time to time, been amended or changed, or may, from time to time, hereafter be amended or changed in accordance with the provisions of this paragraph.

The Units, are fully completed and comply with all applicable rules, regulations, laws and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction. The Plans and Specifications will be available for inspection at the Sponsor's office on the Property.

Statement of Dimensions. Dimensions indicated are approximate and shall consist of the area enclosed horizontally to the face of the gypsum board located at the exterior wall of the building and shall be to the face of a partition when a partition divides the unit from corridors, stairs or other units, and vertically by the upper face of the sub?floor of the unit up to the face of the gypsum board forming the upper ceiling of the unit. Door and windows which open from a unit and interior walls of a unit shall be deemed to be part of the unit. As a result the square foot areas as set forth in Schedule A, may significantly exceed the usable floor area of each unit. No Unit Owner shall be deemed to own the supporting columns, pipes, wires, conduits or other public lines running through the Unit which are utilized for or serve more than one (1) Unit.

The units will be equipped with a Viking kitchen package and following kitchen appliances are being included in the offering: (1) stove model # RVGR33025BSS; (1) refrigerator model # RVRF3361SS; (1) microwave model #RVMH330SS and (1) dishwasher model #RVDW103SS. In addition the units will be equipped with a Whirlpool washer/dryer model #WET4124HW or ones of similar or better quality. Equal to or better quality shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable. Furniture, wall coverings, furnishings, decorations and the like in or about any model are not included in the sale. For a complete discussion please refer to the engineer's report annexed as Document No. 1 to Part II of the Offering Plan. There will be no modifications or extras unless agreed to in writing by the parties.

E. LOCATION AND AREA INFORMATION

The following is a general description of the property location, including the Building, the Units and the Common Elements. Reference should be made to the Engineer's Inspection Report, reproduced in full as Document Number 1 in Part II of the Plan, for a more detailed description of the Property and its physical condition.

Location

The structure is located on the at a point on the northerly side of Carroll Street, distant 220 feet westerly from the corner formed by the intersection of the northerly side of Carroll Street with the westerly side of Columbia Street, in the Borough of Brooklyn, located in Tax Block 347 and designated as Tax Lot 49. The building is known by the street address 37 Carroll Street, Brooklyn, New York. The major access roads are the Brooklyn Queens Expressway & Hugh L. Carey Tunnel. Many retail facilities such as supermarkets, fruit and vegetable stores, meat and fish stores and bakeries exist on the surrounding streets. The Condominium is within walking distance of banks, restaurants, parks and bus transportation and the M subway line is a few bocks from the Premises. .

The Condominium is located in a well developed residential neighborhood with convenient residential amenities. The areas adjoining Premises are developed as well. The immediate area consists of multi-occupancy housing with elementary schools in walking distance. Located nearby are public, private and parochial schools, religious institutions, day care centers and a senior citizen center. The nearest police stations is the 76th Precinct located at 191 Union St, Brooklyn, NY 11231. This precinct is approximately within a mile radius of the Property. The Fire Department has station house in the neighborhood within a ten. FDNY Engine 202/Ladder 101/Bat. 32 is located at 31 Richards St, Brooklyn, NY 11231. The closest hospital is Long Island College Hospital which is located at 339 Hicks St, Brooklyn, NY 11201.

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

SCHEDULE A

37 CARROLL STREET CONDOMINIUM
OFFERING PRICES AND ESTIMATED INDIVIDUAL
EXPENSES FOR FIRST YEAR OF OPERATION
BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

UNIT (1)	BED-ROOMS/ BATHS (1)	APPROX. SQ. FT. OF UNIT (2)	TOTAL OFFERING PRICE (3)	% COMMON INTEREST (4)	MONTHLY COMMON CHARGES (5)a	MONTHLY REAL ESTATE TAXES (6)	MONTHLY CARRYING CHARGES 5(b)	ANNUAL REAL ESTATE TAXES (6)B
1	Loft/1	901.34	$1,200,000.00	28.00	$467.00	$53.00	$620.00	$ 636.00
2	1/1	1,060.00	$1,150.000.00	32.00	$534.00	$60.00	$594.00	$ 720.00
3	1/1	1,060.00	$1,150,000.00	32.00	$534.00	$60.00	$594.00	$ 720.00
4	Loft/1	967.00	$1,500.000.00	30.00	$500.00	$57.00	$557.00	$ 684.00
PS	NA	283.26	$ 150,000.00	8.00	$134.00	$15.00	$149.00	$ 180.00
		3,304.60	$5,150,000.00	100%	$2,169.00	$245.00	$2,414.00	$2,222.00

Unit	Limited Common Areas	
1	rear yard	800. sq. ft.
2	terrace	140. sq. ft.
3.	balcony	40. sq. ft.
4.	Roof terrace	967. sq. ft.

Accessory Space may not be legally used as a bedroom or living room and that occupying such space for residential purposes may result in a building code violation being issued for the unit and/or the building. Balconies and roof terraces may not be used as living space. Any use of those areas as living space may result in a violation being issued against the Building and/or the imposition of fines against the Building. The Board shall have the right to enforce the correction of the violation against the unit owner

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F. NOTES TO SCHEDULE A--"OFFERING PRICES AND RELATED INFORMATION" FOR EACH UNIT

(1) Any floor plan or sketch shown to a prospective purchaser is only an approximation of the dimensions and layout of a Unit and measurements are within reasonable tolerances. Accordingly, each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. Dimensions indicated are approximate and shall consist of the area enclosed horizontally by (a) the exterior face of the exterior walls of the building bounding the unit, (b) the centerline of demising partitions separating one unit from another unit or the common elements or (c) the unit side of a structural interior wall. As a result the square foot areas as set forth in Schedule A, may significantly exceed the usable floor area of each unit The number of rooms in each Unit is computed in accordance with the standards established by the Real Estate Board of the State of New York. Balconies and terraces shall be deemed limited common elements to the units to which they are affixed. Purchasers are referred to the Unit drawings annexed to the Architect's report in Part II of the Plan.

(2) Prices are negotiable. The Sponsor reserves the right to change the offering prices set forth in Schedule A. These offering prices, however, may only be changed by a duly filed amendment to this Plan when the change in price is an across the board change affecting one or more lines of Units or is to be advertised or is a price increase for an individual purchaser. However, the prices for the Units are negotiable and the Sponsor may enter into an agreement with a purchaser to sell one or more Units at prices lower from those set forth in Schedule A. For a fuller discussion see Section J, "Changes in Prices and Units". See Section O, "Unit Closing Costs and Adjustments" which discloses and explains the additional closing costs and adjustments that a purchaser has to pay. Sponsor reserves the right to negotiate with purchasers certain aspects of the Offering Price of the unit, including but not limited to: renovations or improvements to the Residential Unit or the fixtures or equipment contained therein or credits or allowances therefor; reduced downpayment deposit towards Offering Price; financing contingency; extension of period to secure financing; payment of all or part of purchaser's closing or financing costs such as closing costs, attorneys' fees, origination fees, commitment fees and waiver or reduction of the attorney's fees set forth in the offering plan; and any and all other costs relating to the cost of acquiring title to the unit. Furthermore, the Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms.

(3) In accordance with Section 339-i(1)(iv) of the New York State Condominium Act, the Common Interests of each of the Units have been allocated based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit.

(4) Common charges have been estimated by the Sponsor and include fire and liability insurance for the Units and Common Elements, and maintenance and operation of the Common Elements. Common Charges excludes utilities such as gas and electric usage within an unit and repair or decoration to the inside of the Units, electricity and gas for each Unit and insurance for personal effects. Common Charges have been estimated by the Sponsor based on the estimated operating budgets annexed as Schedule B to this Plan. For individual electricity gas and heating charges, Purchasers are referred to Schedule B-1. (See Schedule A for further details.).

(5) Each Condominium Unit will be taxed as a separate tax lot for real estate tax purposes. Each Unit Owner will be responsible for the payment of real estate taxes on his/her Unit. However, no Unit Owner will be responsible for the payment of real estate taxes on a Unit not owned by him/her, nor will his/her Unit be subjected to any lien arising from the non-payment of taxes on other Units. In or about July 2011, the Premises received a 25 year 421(a) tax abatement which ends on June 30, 2036. The Premises will be fully exempt until the 21st year of the exemption and the exemption will be phased

out in by 20% each year during the final 4 years. For the July 1, 2018 to June 30, 2019, the assessed valuation is $116,482.00. with an exempt valuation of $98,788.00. As a result of the exemption the annual taxes are property taxes for the Premises is $2,250.00 year. Absent an individual mortgage on a unit, the total amount of carrying charges deductible for income tax purposes would equal the monthly real estate taxes.

DUE TO POSSIBLE INCREASES IN THE TAX RATE AND/OR POSSIBLE FURTHER INCREASES IN THE PROPERTY'S NON-ABATED ASSESSED VALUATION, REAL ESTATE TAXES MAY BE HIGHER THAN AS SET FORTH ABOVE.

(6) On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to home ownership. Accordingly, it is our opinion that a Unit Owner who itemizes deductions will be entitled to deduct, for federal income tax purposes, real estate taxes in the amount of up to $10,000.00 a year assessed against his Unit. Purchasers should note, that the $10,000.00 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000.00 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000.00 threshold.

(7) Since no mortgage financing is offered by Sponsor, the only deductible item set forth on Schedule A is monthly real estate taxes. If a Purchaser obtains a mortgage loan, interest on such loan is still deductible under current law. However, a Unit Owner who itemizes deductions will be entitled to deduct, for federal income tax purposes, interest on any acquisition indebtedness[1] up to $750,000.00. [2] See Sections 163 (interest) and 164 (taxes) of the Internal Revenue Code of 1986, as amended (the "Code") [3]. These expenses will be deductible when paid or accrued in accordance with the Unit Owner's method of accounting. Section U, entitled "COUNSEL'S INCOME TAX OPINION" for a full discussion.)

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

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(1) Per the Internal Revenue Code of 1986 section 163(h)B(i), as amended. "acquisition indebtedness" means any indebtedness which: (I) is incurred in acquiring, constructing, or substantially improving any qualified residence of the taxpayer; and (II) is secured by such residence. Such term also includes any indebtedness secured by such residence resulting from the refinancing of' indebtedness meeting the requirements.

(2) However, the Internal Revenue Code of 1986, as amended, provides that if the Unit Owner has more than two (2) residences, he will not be able to deduct his interest on more than two (2) of his residences. See section "Real Estate Taxes."

(3) The New York State and City tax laws incorporate by reference Federal itemized deductions in regard to resident individuals (see N.Y. Tax Law Section 615; N.Y.C. Admin. Code Section 11-1715) and for corporations (see N.Y. Tax Law Section 208.9; N.Y.C. Admin. Code Section 11-600). Hence all Federal authorities hereinafter referred to should, tor the most part, apply under the New York State and/or City income tax statutes and to the extent that deductions are permitted for Federal tax purposes, they will be permitted tor New York State and New York City tax purposes. As of the date hereof: it is unclear at this time if the State and City income tax deductions for real estate taxes are now also capped at the $10,000.00 threshold. It should be noted, however, that tor Federal income tax purposes, the interest and real estate tax deductions discussed herein may be reduced for a taxpayer who has certain specified items of tax preference for Federal income tax purposes (including but not limited to holders subject to the alternative minimum tax, insurance companies, pensions, trusts partnerships and U.S. expatriates). Accordingly, a Unit Owner who is liable for an alternative minimum tax will not receive the full benefits of certain tax deductions (including interest on mortgages) (see Section 55 of the Internal Revenue Code).

G. SCHEDULE B

SCHEDULE B

Projected Budget for First Year of Operation
Beginning July 1, 2019

37 Carroll Street
Brooklyn, New York

Income

Common Charges	$20,000.00
Total Income	$20,000.00

Expenses

Labor (1)	$ 0.00
Heating (2)	$ 800.00
Electricity (3)	$ 800.00
Water and sewer (4)	$5,100.00
Repairs, maintenance and supplies (5)	$1,300.00
Insurance (6)	$4,500.00
Legal fees and audit fees (7)	$4,000.00
Contingency (8)	$1,000.00
Reserve Fund (9)	$2,500.00
TOTAL	$20,000.0

IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION DIFFERS FROM THE BUDGET YEAR PROJECTED HEREIN BY TWELVE (12) MONTHS OR MORE FROM THE ANTICIPATED DATE OF THE CLOSING OF THE FIRST UNIT, THE SPONSOR WILL OFFER ALL PURCHASERS THE RIGHT TO RESCIND THEIR OFFER TO PURCHASE AND HAVE THEIR DOWNPAYMENTS REFUNDED WITHIN 10 DAYS THEREOF. AS THE DOWNPAYMENT SHALL BE HELD IN AN INTEREST ON LAWYERS ACCOUNT ("IOLA") THERE WILL BE NO INTEREST REFUNDED ON THE DOWNPAYMENT

NOTES TO SCHEDULE B

The projected budget assumes that the first year of condominium operation will commence on July 1, 2019.

1. Labor. As the Premises consists of a four (4) unit dwelling the Condominium will require no full time help and that part time help will be supplied on an "independent contractor" basis, as determined by the Condominium Board, on an "ad hoc" bases, which will obviate the need to allocate money for payroll costs. Unit Owners will be required to perform certain routine services necessary for the maintenance and operation of the Premises, such as rubbish and snow removal, collecting maintenance from Unit Owners and paying the necessary expenses of the Premises. Should the Condominium Board or the Unit Owners opt to retain the services of a superintendent or a managing agent in the future the maintenance will go up based upon the then prevailing fees for same, which is estimated at the present industry standard to be five percent (5%) of maintenance income. Services rendered by a managing agent which will have to be done by the Unit Owners will include the collection of maintenance, payment of all expenses for common charges and maintaining the financial records of the condominium. During control by Sponsor there will be no managing agent or superintendent. However, for so long as the Sponsor controls the Condominium Board, its will be the de facto managing agent.

2. Heating. This item includes the cost of electricity to the public areas of the building. This figure is based on an estimate provide by Michael Sokolovsky, P.E., with an address of 2685 East 22nd Street Apt. 2C, Brooklyn, New York 11235 and assumes an approximate usage of power of 3,780 KWH at an average cost of $0.25/KWH. The cost of heat to units is separately metered and the charges therefor will be paid directly to the utility company by Unit Owners. A detailed projection is set forth in Exhibit 1.

3. Electricity. This item includes the cost of electricity to the public areas of the building. This figure is based on an estimate provide by Michael Sokolovsky, P.E., with an address of Michael Sokolovsky, P.E., with an address of 2685 East 22nd Street Apt. 2C, Brooklyn, New York 11235 and assumes an approximate usage of power of 2,400.00 KWH at an average cost of $0.25/KWH. The cost of electricity to units is separately metered and the charges therefor will be paid directly to the utility company by Unit Owners. A detailed projection is set forth in Exhibit 1.

4. Water and Sewer. This estimate is based on an estimate provide by Michael Sokolovsky, P.E., with an address of 2685 East 22nd Street Apt. 2C, Brooklyn, New York 11235, provides the cost and projected consumption of water services to be furnished by the City of New York for the common areas and units in the property. The Condominium shall have a common water meter which will service all units and the common areas. Current combined meter water & sewer rates are approximately $10.10 per hundred cubic feet (HCF). Each HCF equivalent to approximately 748.00 gallons of water. The budgeted figure allows for a consumption of approximately 365,000 gallons of water. The budgeted amount is inclusive of consumption, rates, sales tax and reasonable anticipated increase due to inflation.

5. Repairs Maintenance and Supplies. The projected amount does not include repairs, painting, maintenance, or supplies for the interior of the Units, all of which are the responsibility of the individual Unit Owners. As the building was recently constructed and is only 4 Units, repairs and maintenance costs should be minimal and a small allocation should suffice. This budget amount is reserved for routine repairs and maintenance including painting, repairs to common areas, plumbing and electrical repairs.

6. Insurance. The following estimate for the cost of insurance is not based upon existing coverages for the Building. This estimate is based upon coverages suggested and premiums estimated by Advanced Specialty Group Inc, located at 1400 Avenue Z, Suite 402, Brooklyn, NY 11235, ("Insurance Agent"). Although the projection is considered to be reasonable, there can be no guarantee that the estimated premium will not escalate or that such coverages will continue to be available. The insurance proposal provides for the following coverages:
Fire Insurance, All Risk Replacement Cost Guaranteed

(Deductible $2,500.00)	$1,250,000.00
Broad Form Liability	$1,000,000.00 per occurrence/ $2,000,000.00 in the aggregate

Sponsor, at the sole cost and expense of the Condominium, will cause to be delivered to the Condominium on the Closing Date, policies providing the insurance described above or binders therefor. (i) each Unit Owner will be named as an additional insured; (ii) there will be no cancellation without prior notice to the Board of Managers; (iii) a waiver of subrogation clause; (iv) a waiver of invalidity because of acts of the insured and Unit Owners; and (v) a waiver of pro-rata reduction if Unit Owners obtain additional coverage. In the opinion of the Insurance Agent, the amount of fire insurance is adequate, and the inclusion by the insurance company of the Agreed Amount clause avoids any issue of co-insurance penalties. IT SHOULD BE NOTED THAT IN THE EVENT THE PROPERTY IS TOTALLY DESTROYED BY FIRE OR OTHER CASUALTY, THE INSURANCE COVERAGE AS STATED HEREIN DOES NOT COVER THE FULL INVESTMENT OF THE UNIT OWNERS FOR ANY PERSONAL ITEMS, FIXTURES OR FURNISHINGS THAT THEY MAY INSTALL AT THE PREMISES. HOWEVER, THE AMOUNT OF INSURANCE WHICH WILL BE IN EFFECT AT THE TIME OF THE FIRST CLOSING SHOULD BE SUFFICIENT TO PREVENT THE IMPOSITION OF ANY CO-INSURANCE FACTOR IN THE EVENT OF PARTIAL LOSS.

Unit Owners are advised to obtain at their own cost the following insurance, since it will not be provided by the Condominium: (i) liability coverage for occurrences within their respective unit, and (ii) all-risk coverage for losses relating to Unit contents, replacements, additions, upgraded fixtures and improvements.

In addition, the Condominium may purchase, at additional cost and expense, officers and directors liability, rent loss insurance, water damage, boiler and machinery, excess liability, fidelity bond, and auto liability insurance. The current rate for 1,000.000.00 worth of Directors and officers insurance is approximately $2,000.00

7. Legal and Audit Fees. Based upon a quote from Rosalba Mazzola CPA located at 544 Bayridge Parkway, Brooklyn. NY 11209, $3,000.00 of the budgeted item will be used for auditing fees in connection with the preparation of the first year's audited financial statements of the Condominium and its Federal, State and City income tax returns. As there should be very minimal legal work needed during the first year of condominium operation, the balance of the budgeted amount is for miscellaneous (but not major) legal services, in the event the Board of Managers decides to engage an attorney.

8. Contingency Fund The contingency fund is intended to provide for unanticipated operating expenses, unanticipated increases in the projected expenses and such other purposes as the Board may determine.

9. Reserve Fund

The Reserve fund is intended as a reserve for capital expenditures that may become necessary in the future, No guaranty is made that the budgeted amount will be sufficient to meet those needs. In the event the capital expenditures shall not be sufficient, this may result in a special assessment being levied against the unit owners.

IN THE OPINION OF DAVID SHANDHAUS, A REAL ESTATE EXPERT, OF: GPN CAPITAL LLC WITH AN ADDRESS OF PO BOX 797, BROOKLYN, NEW YORK, 11210 , THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSE FOR THE BOARD OF MANAGERS' FIRST YEAR OF OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE FISCAL YEAR COMMENCING JULY 1, 2019. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR EXPENSES FOR THE FIRST YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE BUILDING BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN SAID SCHEDULE AND IT IS LIKELY THAT THE ACTUAL ANNUAL COMMON CHARGES OR EXPENSES WILL VARY FROM THE ACTUAL AMOUNTS SHOWN IN THE SCHEDULE.

THE SPONSOR ANTICIPATES THAT THE CLOSING OF TITLE TO THE FIRST UNIT WILL TAKE PLACE ON OR ABOUT JULY 1, 2019. IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION DIFFERS FROM THE BUDGET YEAR PROJECTED HEREIN BY SIX (6) MONTHS OR MORE FROM THE ANTICIPATED DATE OF THE CLOSING OF THE FIRST UNIT, THIS PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET WHICH WILL DISCLOSE NEW PROJECTION. IF SUCH NEW PROJECTIONS EXCEED THE PROJECTIONS CONTAINED HEREIN BY TWENTY-FIVE (25) PERCENT OR MORE, THE SPONSOR WILL OFFER ALL PURCHASERS THE RIGHT FOR THIRTY (30) DAYS FOLLOWING THE PRESENTATION OF SUCH AMENDMENT WITHIN WHICH TO RESCIND THEIR OFFER TO PURCHASE AND HAVE THEIR DOWNPAYMENTS REFUNDED WITHIN 10 DAYS THEREOF. AS THE DOWNPAYMENT SHALL BE HELD IN AN INTEREST ON LAWYERS ACCOUNT ("IOLA") THERE WILL BE NO INTEREST REFUNDED ON THE DOWNPAYMENT.

IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION DIFFERS FROM THE BUDGET YEAR PROJECTED HEREIN BY TWELVE (12) MONTHS OR MORE FROM THE ANTICIPATED DATE OF THE CLOSING OF THE FIRST UNIT, THE SPONSOR WILL OFFER ALL PURCHASERS THE RIGHT TO RESCIND THEIR OFFER TO PURCHASE AND HAVE THEIR DOWNPAYMENTS REFUNDED WITHIN 10 DAYS THEREOF. AS THE DOWNPAYMENT SHALL BE HELD IN AN INTEREST ON LAWYERS ACCOUNT ("IOLA") THERE WILL BE NO INTEREST REFUNDED ON THE DOWNPAYMENT.

H. SCHEDULE B-1

ENERGY COSTS FOR UNITS DURING
FIRST YEAR OF CONDOMINIUM OPERATION
Projections for First Year of Operation Beginning July 1, 2019
37 Carroll Street, Brooklyn New York

Set forth below are the estimated individual unit electric and gas cost, as set forth in the attached consumption letter prepared by Michael Sokolovsky, P.E., with an address of 2685 East 22nd Street Apt. 2C, Brooklyn, New York 11235.

Condensing Unit	4810 KWH
Refrigerator	700 KWH
Lighting	450 KWH
Dishwasher	548 KWH
Miscellaneous	730 KWH
TOTAL	7238 KWH
	x $0.25/KWH2
	$1,810 ANNUAL/12
	$151.00 MONTHLY

Cooking	164 THERMS
Combination Heater/Boiler	548 THERMS
Dryer	34 THERMS
Total	746 THERMS

For each unit, at the rate of $1.50/THERM, the yearly gas usage is $1,119 and the monthly gas usage is $93.

The following parameters were used to determine the same.
1. Indoor design temperature – 72 degrees F.
2. Winter outdoor design temperature – 5 degrees F.
3. Ground temperature – 50 degrees F.
4. Normal heating season of 5000 degree day per year.
5. The efficiency of gas hot water heater - 95%
6. Each unit will have a gas dryer.
7. Each unit will have a tankless water heater.
8. Each unit will have radiant floor heating.
9. Each unit will have a wall mounted split system air conditioner.
10. Insulation factors:
a. Roof "R" value = 19
b. Exterior Wall "R" value = 18
c. Glass "R" value = 1.7

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

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I. COMPLIANCE WITH
REAL PROPERTY LAW SECTION 339(i)

October 5, 2018

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

Re: 37 CARROLL STREET CONDOMINIUM
37 Carroll Street, Brooklyn, New York
Compliance with Real Property Law Section 339(i)

Dear Sir/Madam:

I am the attorney for the Sponsor and I have had twenty (20) years of experience in preparing cooperative and condominium offering plans and preparing contracts of sale and closing tile to the units in the respective offering plans and as such have the requisite experience to prepare this compliance letter. I am not the selling agent or managing agent for this property.

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

"(iv) [Such interest shall be] based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit."

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

Very truly yours,

KORSINSKY & KLEIN LLP

Daniel J. Lieberman

J. CHANGES IN PRICES AND UNITS

Changes in Purchase Price

The Sponsor reserves the right at any time and from time to time prior and subsequent to the date of transfer of title to the first Unit, to increase or decrease the amount of the Offering Price of one or more Units from the amounts shown in Part I --Schedule A--Offering Prices and Other Financial Details for Each Unit." Notwithstanding the foregoing, however, no such change shall be made with respect to a Unit for which a Purchase Agreement is then in effect without the consent of the Purchaser thereunder, unless such Purchaser is then in default.

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

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

Changes in Size, Layout and Number of Units

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective purchasers, or for any other reason, Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units and (b) the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit(s), or otherwise, including, without limitation, the use of any portion(s) of the Common Elements adjacent to such Unsold Units to the extent that such portion(s) are not required to be maintained as Common Elements pursuant to the terms of the By-Laws. Subject to the terms of the last two (2) paragraphs of this section, such right may be exercised by Sponsor from time to time, both before and after the First Closing, without prior notice or amendment of the Plan and without the consent or approval of the Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, or any mortgagee. However, Sponsor shall first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by law.

In the event that Sponsor shall change the size and/or number of Unsold Units, Sponsor shall increase or decrease the Common Interests appurtenant thereto accordingly; however the aggregate amount of the Common Interests of all of the Units shall always remain at 100%. As a result of such reapportionment, the amount of the Common Charges and the real estate taxes and assessments payable by the Owners of the Unsold Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes and assessments payable by the Owners of Units unaffected thereby will not be varied. Any changes set forth in this paragraph may only be done by a duly filed amendment to the Offering Plan and, when applicable, to the Declaration.

No change may be made in the size or number of Units and/or their respective percentages of common interest and that no material change will be made in the size or quality of the common elements, except by amendment to the Plan and, when applicable, to the Declaration. As more particularly provided in the Declaration, Sponsor or its designee, as the Owner of an Unsold Units, will have the right itself to

so amend the Declaration to effectuate such change, without the Condominium Board, the other Unit Owners, or any mortgagee consenting to, or executing, such amendment. However, no change of a Unit's Common Interest will be made without obtaining the prior consent of all affected Unit Owners. In addition, no material change will be made in the unit size, layout or Common Interest of any Unit for which a Purchase Agreement is in effect and the Purchaser is not then in default without obtaining the prior written consent of the Purchaser's thereof. Likewise no material change will in the size and no material adverse change will be made in the quality of the common elements, without the consent of all purchasers.

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with the Plan and the Condominium Documents and, in connection therewith, a wall, space, or other area forming a part of the Common Elements servicing and benefitting only such Unit is razed or incorporated into the Unit, then such Common Element shall be deemed for the exclusive use and benefit of the Owner of such Unit and the Unit's Common Interest will remain unchanged.

K. INTERIM LEASES TO PURCHASERS

The Sponsor intends to sell all the Units and will not be entering into Interim Leases for the Units at the Premises.

L. PROCEDURE TO PURCHASE

Procedure to Purchase

A person desiring to purchase a Unit will be required to execute, in triplicate, a Purchase Agreement in the form set forth as Document Number 2 in Part II of the Plan. Purchaser must deliver all of the above documents to the Selling Agent, together with a check for the downpayment payable to the order of "KORSINSKY & KLEIN LLP , AS ESCROW AGENT". The downpayment shall be ten percent (10%) of the Offering Price and shall be held in a segregated special escrow account. The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and should be read carefully by the prospective Purchaser and his or her legal or financial representative before being executed.

Purchasers shall have at least three (3) business days to review the Plan and all filed amendments prior to executing a Purchase Agreement. A Purchase Agreement submitted by any prospective purchaser will not be binding on the Sponsor until a fully executed duplicate original of such Purchase Agreement is returned to such prospective purchaser. If such duplicate Purchase Agreement is not returned to the prospective purchaser within twenty (20) days after it is received by the Selling Agent, it will be deemed rejected and all monies submitted with such Purchase Agreement will be promptly returned to such prospective purchaser, without interest. Sponsor may reject any Purchase Agreement without cause or explanation so long as such rejection is not based upon race, creed, color, national origin, ancestry, sex, or any other ground prohibited by law.

After the Plan is declared effective, Sponsor will give each Purchaser not less than thirty (30) days' prior written notice of the date, time and place (in The City of New York) for the transfer of title to his or her Unit. At title closing, such Purchaser shall pay the balance of the Offering Price stated in the Purchase Agreement by his or her unendorsed certified personal check or by official cashier's check drawn on a New York bank, a member of the New York Clearing House Association, and, at closing execute a Unit Owner's Power of Attorney.

In the event that a purchaser does not close on the Closing Date set forth in the Notice of Closing, and Sponsor elects not to cancel the Purchase Agreement or if the Sponsor approves the Purchaser's request to adjourn the Purchaser's closing to his Residential Unit, interest shall accrue on the unpaid amount of the

Offering Price from the Closing Date until such amount is paid. The interest rate shall be ten percent (10%) per annum. This rate shall be in effect for as long as there is any unpaid amounts owing towards the full Offering Price.

Purchaser who desires to obtain a loan to finance the purchase of a Unit will have the right to condition his Purchase Agreement upon obtaining the loan from an institutional lender doing business in New York of not more than seventy-five (75%) of the Unit's Total Cash Payment, at prevailing terms and interest rates and origination and other fees in accordance with the lender's then customary practice. Any purchaser who desires to condition his purchase upon obtaining shall be required to execute the Secured Loan Condition Rider set forth as Exhibit B to the Purchase Agreement in Part II of this Plan.

Under the Secured Loan Condition Rider, a Purchaser must complete, sign and submit a loan application to any Lender of its choosing, within five (5) days of receipt by Purchaser's attorney of a fully executed Purchase Agreement. Thereafter the purchaser must cooperate in good faith to obtain and close the loan. A Purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal and origination fees (if any).

In accordance with the Secured Loan Condition Rider, the purchaser will have the right to terminate the Purchase Agreement and be refunded all monies deposited thereunder, (As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment) in the event: (i) an institutional lender chosen by Purchaser fails, through no fault of the purchaser, to issue its commitment on the terms described above within thirty (30) days (or such greater period as Sponsor may permit, in Sponsor's sole discretion), provided the purchaser gives notice of termination not later than five (5) days after the expiration of the aforementioned period; or (ii) the commitment issued by the lender is not funded by the closing through no fault attributable to the purchaser, provided the purchaser gives notice of termination no later than ten (10) days from the closing.

In the event a Purchaser shall fail to exercise the right of termination within time periods set forth above or has failed to satisfy the conditions set forth in the Secured Loan Condition Rider, then, in either case, the Purchase Agreement shall remain in full force and effect and purchaser shall no longer have the right to terminate the Purchase Agreement. If a Purchaser shall fail to close in a timely manner, there may be penalties assessed at closing for closing late or Purchaser may lose his deposit. In addition it is possible that a Purchaser's financing commitment may expire prior to the Closing and a Purchaser will incur additional costs to extent the commitment.

If after the issuance of a commitment the lender shall fail to fund or otherwise retract the commitment through no fault attributable to Purchaser, the Purchaser shall have the right upon 10 days notice to Sponsor to cancel this contract and receive a refund of the downpayment As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment

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

The Offering Plan and By Laws are Fannie Mae compliant in the Offering Plan contains a 10% reserve fund line item in the budget. In addition, the By Laws contain the requisite Fannie Mae guidelines required to protect the lender's interest in the Unit. There is no preferred lender status conveyed on this project with respect to minimum sales or owner occupancy requirements.

If a Purchaser does not exercise the option to obtain financing, the Purchase Agreement will be deemed an "all cash transaction" in which case, in the event a Purchase shall fail to close by the Closing Date (or any grace period thereof) the Purchaser will be in default of the terms of the Purchase Agreement. If the obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing, any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the Offering Price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing

Terms of Purchase Agreement

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

(a) Incorporation of the Plan. The Plan (including, without limitation, the Condominium Documents contained in Part II of the Plan) and any amendments thereto duly filed by Sponsor are incorporated into each Purchase Agreement by reference. The execution and submission of a Purchase Agreement constitutes Purchaser's acceptance of the Plan (Parts I and II) and his or her agreement to abide and be bound by the terms of the same, as well as all amendments to the Plan duly filed by Sponsor. No Purchaser shall have the right to approve or consent to any such amendments, including, without limitation, any changes, modifications, or updating of the estimated Common Charges or estimated real estate taxes and assessments to be paid by the Purchaser on Schedule B -- "Budget for First Year of Condominium Operation" and no such amendment will excuse a purchaser from performing his or her obligations under a Purchase Agreement or entitle such purchaser to any credit or offset against the Offering Price set forth therein. However, if an amendment materially adversely affects the rights, obligations, or liabilities of then existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements by notifying Sponsor within thirty (30) days of presentation of such amendment and will receive a refund of their Downpayments, within thirty (30) days after Sponsor's receipt of Purchaser's election to rescind. As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment.

(b) Funds.

(i) Statutory requirement: The sponsor shall comply with the escrow and trust fund requirements of GBL sections 352-e(2-b) and 352-h and these regulations, and all funds paid by purchasers shall be handled in accordance with these statutes and regulations.

(ii) The Escrow Agent: Korsinsky & Klein LLP, with an address at 2926 Avenue L. 2nd Floor, Brooklyn, New York 11210, telephone number (718)943-7022, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorney to serve as signatory: Daniel J. Lieberman, Esq., Michael Korsinsky, Esq. & Joseph Klein, 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.

(iii) The Escrow Account: The Escrow Agent has established the escrow account at Citibank NA located at 1220 Avenue J, Brooklyn, NY 11230("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Korsinsky & Klein LLP Attorney Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Korsinsky & Klein LLP, 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 Purchase 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 the Interest On Lawyers Account. 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.

(iv) Notification to Purchaser: Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten(10) business days of 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 through their attorney once the Deposit is placed in the Escrow Account. If the Purchaser's attorney does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

(v) Release of Funds: All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be commingled 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 the terms and conditions set forth in the Escrow Agreement upon closing of title to the Unit; or (b) in a subsequent writing signed by both Sponsor and Purchaser; or (c) by a final, non-appealable order or judgment of a court.

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

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

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

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

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

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

The Escrow Agent will maintain all records concerning the escrow account for seven (7) years after the release of funds from the Escrow Agent. In addition to the foregoing, the Escrow Agent will comply with Section 71-a(3)(a) of the Lien Law and shall be used by the Sponsor only in connection with the consummation of the Plan. Section 71-a(3) of the Lien Law requires, at the purchaser's option, that the deposit funds be placed in an escrow account in a bank trust company, savings bank, or state or federal savings and loan association located in New York State.

Section 71-a(3)(b) of the Lien Law also provides that in lieu of making the deposit of monies in an escrow account as provided by Section 71-a(3)(a), the Sponsor may post with the purchaser a bond or contract of indemnity issued by a surety company guaranteeing the return of the deposit monies which would otherwise be required to be deposited in the escrow account. If such a bond or contract of indemnity is posted by the Sponsor, the Sponsor need not place deposit monies in the escrow account. In such event Sponsor will first make an application to the office of the Attorney General and if approval is obtained, the Plan will be amended accordingly. Any such bond or contract of indemnity shall be delivered to the purchaser within ten (10) business days after receipt of the deposit monies.

Section 71-a(3)(c) of the Lien Law provides that, any time after making the deposit of monies in the escrow account, the Sponsor may post with the purchaser a bond or contract of indemnity issued by a surety company licensed to execute such an instrument in New York State, guaranteeing the return of such monies, in which case, the Sponsor need not keep the deposit of such monies in the escrow account.

In the event the Sponsor wishes to exercise the options set forth in Sections 71-a(3)(b) or 71-a(3)(c), the Sponsor will comply with all of the rules and regulation promulgated by the office of the Attorney General with respect to the posting of a bond or letter of credit in lieu of escrowing the funds received by the Sponsor or Sponsor's attorney. If no bond or contract of indemnity is posted, the Sponsor will deposit all deposit monies, except those paid directly to the Sponsor for special work and/or optional extras pursuant to a purchase agreement, in the Bank. All funds will be held as trust funds pursuant to Sections 352-e(2)(b) and 352-h of the General Business Law. The signature of Daniel J. Lieberman, Esq., Michael Korsinsky, Esq. & Joseph Klein, Esq. , shall be required for withdrawals or drafts on such account. Such funds will be payable to the Sponsor upon the closing of title to the Units covered by the Purchase Agreement, or upon the posting of a bond in favor of the purchaser as noted above. As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment

(c) Events of Default. In the event that a Purchaser
(i) defaults in paying the balance of the Offering Price on the date scheduled by Sponsor for closing title to his or her Unit; or (ii)defaults in performing some other obligation under the Purchase Agreement and fails to cure such default within fifteen (15) days after Sponsor sends written notice to such Purchaser specifying the nature of the default.

Sponsor's sole remedy is to cancel the Purchase Agreement by sending thirty (30) days' written notice to such Purchaser and, if such Purchaser shall fail to cure such default within the said thirty (30) day period, to retain, as and for liquidated damages, no more than ten percent (10%) of the offering price may be retained as liquidated damages (the "Liquidated Sum") except that the actual cost incurred by Sponsor for any special work ordered by purchaser may also be retained as liquidated damages. Any payments received by Sponsor in excess of the Liquidated Sum, shall be refunded to the Purchaser with reasonable promptness after cancellation. As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment.

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

(d) Closing of Title. The closing of title to each Unit will be held at the office of the Sponsor's attorney, on such date and at such hour as the Sponsor shall designate to the Purchaser of such Unit on not less than thirty (30) days' prior written notice. It is anticipated that the first closing will occur in January 2019, if the closing will be delayed by more then twelve (12) months, Purchasers will be offered a right of rescission. The Sponsor has the right to postpone the closing date and to fix a new closing date. In such event, Sponsor shall give the Purchaser not less than ten (10) days' notice of the new date and time of closing. The closing shall take place only after or concurrently with the occurrence of the events set forth in Section O, "Unit Closing Costs and Adjustments". Purchasers desiring to arrange for such closing to take place at another location in New York City should promptly notify Counsel for Sponsor of that address and, in addition, will be responsible for the payment of an attendance fee to such Counsel. (See Section O, "Unit Closing Costs and Adjustments".)

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

(e) Broker. The Purchaser will represent to Sponsor that he or she has not dealt with any broker other than the Selling Agent in connection with the acquisition of his or her Unit and will indemnify the Sponsor against the claims of any other broker.

(f) No Lien. Neither the Purchase Agreement nor any monies deposited thereunder shall constitute a lien against the Property, including the Unit.

(g) Purchase Agreements may be Conditioned Upon Obtaining Financing. Purchaser who desires to obtain a loan to finance the purchase of a Unit will have the right to condition his Purchase Agreement upon obtaining the loan from an institutional lender doing business in New York of not more than seventy-five (75%) of the Unit's Total Cash Payment, at prevailing terms and interest rates and origination and other fees in accordance with the lender's then customary practice. Any purchaser who desires to condition his purchase upon obtaining shall be required to execute the Secured Loan Condition Rider set forth as Exhibit B to the Purchase Agreement in Part II of this Plan.

Under the Secured Loan Condition Rider, a Purchaser must complete, sign and submit a loan application to any Lender of its choosing within five (5) business days after receipt by Purchaser's attorney of a fully executed Purchase Agreement. Thereafter the purchaser must cooperate in good faith to obtain and close the loan. A Purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal and origination fees (if any).

In accordance with the Secured Loan Condition Rider, the purchaser will have the right to terminate the Purchase Agreement and be refunded all monies deposited thereunder, (As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment) in the event: (i) an institutional lender chosen by Purchaser, fails, through no fault of the purchaser, to issue its commitment on the terms described above within thirty (30) days (or such greater period as Sponsor may permit, in Sponsor's sole discretion), provided the purchaser gives notice of termination not later than five (5) days after the expiration of the aforementioned period; or (ii) the commitment issued by the lender is not funded by the closing through no fault attributable to the purchaser, provided the purchaser gives notice of termination no later than ten (10) days from the closing.

In the event a Purchaser shall fail to exercise the right of termination within time periods set forth above or has failed to satisfy the conditions set forth in the Secured Loan Condition Rider, then, in either case, the Purchase Agreement shall remain in full force and effect and purchaser shall no longer have the right to terminate the Purchase Agreement. If a Purchaser shall fail to close in a timely manner, there may be penalties assessed at closing for closing late or Purchaser may lose his deposit. In addition it is possible that a Purchaser's financing commitment may expire prior to the Closing and a Purchaser will incur additional costs to extent the commitment.

If after the issuance of a commitment the lender shall fail to fund or otherwise retract the commitment through no fault attributable to Purchaser, the Purchaser shall have the right upon 10 days notice to Sponsor to cancel this contract and receive a refund of the downpayment As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment

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

The Offering Plan and By Laws are Fannie Mae compliant in the Offering Plan contains a 10% reserve fund line item in the budget. In addition, the By Laws contain the requisite Fannie Mae guidelines required to protect the lender's interest in the Unit. There is no preferred lender status conveyed on this project with respect to minimum sales or owner occupancy requirements.

If a Purchaser does not exercise the option to obtain financing, the Purchase Agreement will be deemed an "all cash transaction" in which case, in the event a Purchase shall fail to close by the Closing Date (or any grace period thereof) the Purchaser will be in default of the terms of the Purchase Agreement. If the obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing, any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the Offering Price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing

(i) Non-Survival of Obligations. No provisions of the Purchase Agreement shall survive the delivery of the deed. Notwithstanding the foregoing, all representations under the Offering Plan, all obligations pursuant to the General Business Law and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

Any conflict between the Plan and the purchase agreement shall be resolved according to the terms of the Plan. Acceptance by Purchaser of the deed will constitute Purchaser's acceptance and acknowledgment 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 delivery of the deed. All representations under the Offering Plan, all obligations pursuant to the General Business Law and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

(j) Damage to Units. No purchaser shall have the right to occupy a Unit purchased by him prior to the Closing of title. Prior to the closing of title Seller, to the extent of insurance proceeds, assumes risk of loss with respect to a casualty to the common elements, including the limited common elements and

the condominium Units. After the closing of title Purchasers will be responsible to obtain insurance for the contents of the Unit, if they so desire. The Sponsor will notify a purchaser whether or not it will repair any damage resulting from a casualty prior to the closing of a unit within ten (10) days of the happening of such event. If the Sponsor elects to repair the damage, that it will do so as promptly as possible and restore the unit/common elements to substantially the same condition immediately prior to the casualty and its essential services (such as utilities and heat) and a reasonable means of ingress and egress to the street have been restored;. A Purchaser will be required to make a good faith effort to extend the term of the commitment to enable the Sponsor to repair the damage but in the event that an extension is not obtained, the Purchaser will be offered a right of rescission.

(k) Purchaser's Remedies. In the event that any of the representations and warranties set forth in the offering plan shall be untrue or incorrect as of the date made or on the Closing Date, or if Sponsor shall fail to perform any of Sponsor's undertakings, the sole remedy under the provisions of this Plan and the Purchase Agreements of purchasers who are in good standing under their respect Purchase Agreements shall be to rescind their Purchase Agreements and be refunded their entire down payment plus the cost of title searches, if any. As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment. The foregoing shall not apply to those obligations to be preformed under Plan or obligations imposed by applicable statute or regulation.

Except as set forth in the preceding paragraph, all other risk of loss or damage prior to Closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair the damage. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, the purchaser will be refunded all purchase monies paid to Sponsor unless purchaser is in default thereunder (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed the Liquidated Sum) will be retained by Sponsor as and for liquidated damages. Should the downpayment be refunded there will be no interest refunded since the downpayment shall be held in an Interest On Lawyers Account ("IOLA"). 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 Offering 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 Offering Price unless and until (i) the Unit has been substantially repaired to as near as reasonably possible to its condition immediately prior to the casualty, (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) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the tenant to cure or that are caused by the act or omission of the tenant. (Sponsor will endeavor in good faith, and with reasonable diligence, to remove subsequent to Closing all violations of record it is obligated to correct.) The Purchase Agreement is not assignable.

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

FDIC: If Purchasers have accounts at the same bank as Sponsor's account that holds escrowed funds, Purchaser funds at the escrow bank factor into the $250,000 insurance limit for losses sustained by a Purchaser limitations. Under present FDIC guidelines, funds deposited by a fiduciary on behalf of a person or entity (the "owner") are insured as the deposits of the owner Funds deposited by a fiduciary insured separately from an Owner's other deposit accounts at the same bank are added to any other deposits the owner holds in the same ownership category at the same bank, and insured up to the applicable limit.

FinCEN: Pursuant to regulations promulgated by the U.S. Department of Treasury, Financial Crimes Enforcement Network ("FinCEN") title insurance companies are required to collect and report information about the persons involved in certain residential real estate transactions in all five (5) boroughs of New York designated as the Geographic Targeting Order ("GTO"). The GTO requires title insurance companies to identify and report to FinCEN the natural persons behind companies making certain "all-cash" - i.e., without a bank loan or other similar form of external financing - purchases of residential real property located in New York City and several other jurisdictions ("covered purchases") covered purchases as as follows:

(1) The purchaser is a legal entity (e.g. LLC, Corporation & Partnerships);
(2) The purchaser purchases residential real property located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan, and Staten Island;
(3) The total purchase price is in in the amount of $300,000 or more;
(4) The purchase is made without a bank loan or other similar form of external financing; and
(5) The purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency.

M. EFFECTIVE DATE

The Sponsor's offer and obligations under this Plan are contingent upon the Plan being declared effective in compliance with the relevant conditions and time periods set forth in this section. The Plan may be declared effective by Sponsor, in its sole discretion, at any time when firm, bona fide Purchase Agreements have been executed and accepted by the Sponsor for not less than fifteen (15%) percent of the Residential Units, which is equal to one (1) Residential Unit offered under the Plan. However, Sponsor must declare this Plan effective when Purchase Agreements have been executed and are in effect for eighty percent (80%) of the Residential Units, which would require all (4) Residential Units. The plan will not be declared effective based upon purchase agreements that (i) have been signed by purchaser which have been afforded a right of rescission that has not yet expired or been waived; or (ii) with any purchaser who has not been afforded at least three (3) business days to review the offering plan and any amendments thereto, prior to executing a purchase agreement; and (iii) with any purchaser who is the Sponsor, the selling agent, or the managing agent or is a principal of the Sponsor, the selling agent, or the managing agent or is related to the Sponsor, the selling agent, or the managing agent or any principal of Sponsor, the selling agent, or the managing agent by blood, marriage, adoption business associate, employee, shareholder, or a limited partner; except that such a purchaser, other then a Sponsor or a principal of the Sponsor, may be included if the Sponsor has submitted satisfactory proof to the Department of Law establishing that the purchaser is a bona fide purchaser.

This Plan will be declared effective either by amendment to the Plan or by written notice sent by mail or personally delivered to all purchasers. If the Plan is declared effective by notice, then within three (3) business days after the service of such notice, an amendment to the Plan reflecting that it has been declared effective will be submitted for processing to the Department of Law. In no event shall a closing be scheduled until such amendment is accepted for filing by the Department of Law. Sponsor may, only by a duly filed amendment, and in its sole discretion, abandon this Plan for any reason whatsoever before it is declared effective. 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, violations of record or work orders of the insurance carrier), affecting one or more Residential Units, or the Parking Unit and/or the Common Elements, that cannot be removed, cured, or complied with for less than one-half of 1% of the total amount of the offering; (b) work orders of a mortgagee or violations that cannot be cured for less than

one-half of 1% of the total amount of the offering, unless Sponsor elects to repair the same; (c) the taking of all or part of the Property in condemnation proceedings or by eminent domain; or (d) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than one-half of 1% of the total offering price. In no event, however, will Sponsor be obligated to engage in litigation or to expend monies with respect to defects in title or casualty losses to the Building, except to the extent of one-half of 1% of the total offering price to remove, cure, or comply with defects in title.

Title to the Residential Units and the Parking Unit will be delivered free and clear of all liens and encumbrances, except those allowed by law. However, if the cost of litigation or expenditures of monies with respect to defects in title or casualty losses to the Building, exceed of one-half of 1% of the total offering price, the Sponsor will have the right no to close and not to deliver title to the Residential Units and the Parking Unit , if deposits have already been accepted by the Sponsor the plan will be abandoned by a duly filed amendment and Form RS-3 and all downpayments will be duly refunded within five (5) days after the amendment has been accepted for filing. As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment. If no deposits were accepted, the Sponsor will file an RS-3. The Sponsor will not be obligated to remedy violations to be performed by, or caused by the acts or omissions of, any person who becomes a occupant of the Building in a sold Residential Unit and the Parking Unit. However, the Sponsor will be obligated to remedy violations to be performed by, or caused by the acts or omissions of, any tenant occupying Unsold Residential Units and the Parking Unit owned by the Sponsor. Subsequent to the First Closing, this Plan may not be withdrawn or abandoned unless at least sixty-six and two-thirds (66 2/3%) percent of the Unit Owners, in number, vote to terminate the Condominium. (See Section S, "Rights and Obligations of Unit Owners" for further discussion.).

Notwithstanding the fact that not all Purchasers used for purposes of declaring the plan effective may actually close, Sponsor must re-declare the plan effective in order to consummate the offering plan in accordance with 13 N.Y.C.R.R. Part 20.1(c)(6). If all purchase agreements are either rescinded or terminated prior to the date of first Residential Unit closing, regardless of whether the condominium declaration has been recorded, sponsor must re-declare the offering plan effective. If this Plan is withdrawn or abandoned, all purchasers will be so notified in writing. Within five (5) days thereafter, all moneys paid to Sponsor pursuant to Purchase Agreements then in effect (together with any interest earned thereon) will be returned to purchasers. Upon the return of the down payments and any such interest, the Purchase Agreements will be null and void and Sponsor will have no further obligation or liability to purchasers under this Plan or under such Purchase Agreements. In the event the Plan is abandoned, Sponsor will promptly submit an amendment to the Department of Law reflecting such abandonment and file a notice of abandonment on form RS-3 and such other form as the Department of Law may require. After this Plan has been declared effective, Sponsor will, from time to time, fix one or more dates for closing title to Residential Units and the Parking Unit for which Purchase Agreements are in effect. The First Closing will be held no later than approximately one hundred eighty (180) days after the Plan is declared effective, unless adjourned by Sponsor, but in no event sooner than thirty (30) days after the date upon which notice is given that the Plan is declared effective. The Closing of title to each Residential Unit and the Parking Unit will take place in accordance with the terms of the applicable Purchase Agreement. (See Section N, "Terms of Sale" for a more complete discussion of the events that will occur at each such closing of title.)

N. TERMS OF SALE

After the Plan has been declared effective, Sponsor will, from time to time, fix one or more dates for closing title to Units for which Purchase Agreements are in effect. The First Closing will be held no sooner than thirty (30) days after the date upon which notice is given that the Plan is declared effective. The closing of title to each Unit will take place in accordance with the terms of the applicable Purchase Agreement. (See the section entitled Section L, "Procedure to Purchase" in the Plan.)

The closing of title to each Unit shall take place only after, or concurrently with, the latest of the following events to occur:

(a) the Plan has been amended to declare it effective;

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

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

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

(e) the assignment by Sponsor of any manufacturers' warranties with respect to equipment and appliances in the Unit to the Unit Owner and with respect to the equipment and appliances in the General Common Elements or Limited Common Elements, to the Condominium Board; and

(f) firm and bona fide Purchase Agreements for not less than fifteen (15%) percent of the Units having been accepted by Sponsor from purchasers.

(g) 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 will be included in the conveyance. Items such as construction material and tools are specifically excepted.

Deed and State of Title

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

Title to each unit and its appurtenant interest in the common elements will be conveyed at the closing free and clear of all leases, mortgages, liens, encumbrances, and title exceptions other than those described in the plan and the proposed unit deed and the permitted encumbrances as set forth in Exhibit A to the Purchase Agreement. Title exceptions may include, without limitations, the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable.

There is a presently no loan on the Premises. There is no requirement for the filing of a real property transfer gains tax tentative assessment and return (or statement of no tax due). For a discussion of Sponsor's obligations with respect to damage to the Units prior to closing and the requirements of the Sponsor to deliver the Unit free and clear of liens and other encumbrances, purchaser are referred to the Section L and M, immediately preceding this paragraph.

The declaration, bylaws and floor plans for the condominium and such other documents, as required by law, will be recorded or filed prior to the first conveyance of title to a unit in accordance with the New York Condominium Act in offices of the Kings County City Register.

O. UNIT CLOSING COSTS AND ADJUSTMENTS

(a) Closing Adjustments. At the closing of title to each Unit, Sponsor and the Purchaser shall apportion, as of midnight of the day preceding the closing: (i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the fiscal or calendar year for which assessed, including water charges and sewer rents (if separately assessed) and escrows for real estate taxes, if any; (ii) Common Charges for the month in which title closes; and (iii) rent and other charges, if any, pursuant to a lease for, or tenancy of, such Unit. In the event that units have not been separately assessed for real estate tax purposes prior to the closing of title to the first unit, the sponsor shall place in escrow in the name of the Board of Managers an amount equal to the real estate taxes attributable to the unsold units for such six month period and will collect at each unit closing the estimated amount of taxes attributable to such unit for the balance of the 6 month period. The board of managers will pay the real estate taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment.

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

(b) Closing Costs. At the time of title closing, each Purchaser of a Unit will pay certain closing costs in addition to the legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan and are subject to change without prior notice or amendment:

(1) If such Purchaser elects to obtain fee title insurance, he or she will pay a premium therefor to his or her title insurance company which will vary depending upon the amount of insurance requested. The premium for fee title insurance, should be $714.00 for the first $100,000.00 and an additional fee insurance of $4.00 for each $1,000.00 or fraction thereof of additional fee insurance.

(2) fees for recording the deed of approximately $250.00, the Unit Owner's Power of Attorney of approximately $150.00; the recording the mortgage of approximately $300.00; and $250.00 for the preparation of the ACRIS transfer tax documents and each and every redraft thereof;

(3) If Purchaser obtains a mortgage loan aside from the recording fee, Purchaser will pay:

(a) a mortgage recording tax in the amount provided for by law (at the date of the Plan, the tax is 1.8% of the face amount of the mortgage for mortgages under $500,000.00 and 1.925% for mortgages of $500,000.00 or more);

(b) Purchasers will pay a premium through for the mortgage title insurance policy.

(c) all costs and expenses in connection with such loan in amounts determined by the lender. Sponsor makes no representation or warranty as to such closing costs or expenses or as to the availability of such financing.

(4) Although a Seller's statutory responsibility, Purchaser shall pay the Real Property Transfer Tax due to The City of New York. This tax is in the amount of one percent (1%) of the total Offering Price of the Unit under $500,000.00 and 1.425% for purchase over $500,000.00. The Purchaser shall also pay for the New York State deed documentary stamps (currently $2.00 per $500.00, or fractional portion thereof of the Offering Price) imposed by statute on transferors of property. The amount of the Real Property Transfer Tax paid by the Purchaser is added to the Offering Price as additional consideration upon which the Real Property Transfer Tax is based. The total amount of the transfer

taxes is then added to the Offering Price and the transfer tax is calculated in accordance with the percentages set forth above. For all purchases in excess of $1,000,000.00 Purchaser shall be required to pay an additional 1% "mansion tax" to the New York State.

(5) Purchaser will be required to deposit the sum of $750.00 with the Board of Managers for the initial contribution to the working capital fund.

(6) Purchaser shall be obligated to pay a fee of $2,250.00 to KORSINSKY & KLEIN LLP. (hereinafter the "Sponsor's Attorney") for services rendered in connection with the preparation of the closing documents and the closing. If Purchaser shall obtain financing, Purchaser shall be required to pay the Sponsor's Attorney an additional fee of $250.00. If the closing shall not take place in the offices of the Sponsor's Attorney, then Purchaser shall be required to pay Sponsor's Attorneys a travel fee of $450.00. If the closing shall be adjourned due to Purchaser's failure to close as required, then Purchaser shall be required to pay Sponsor's Attorneys an adjournment fee of $900.00

(7) Purchasers shall be required to pay the Sponsor a fee of $2,500.00 for the cost of the offering and the proportion share of the insurance premium for the first year.

Assuming a Offering Price of $1,200,000.00 and 75% financing of $900,000.00, for a Unit the closing expenses would be approximately as follows:

Fee Policy:	$ 5,239.00	Base Sponsor Attorney Fee:	$ 2,500.00
Mortgage Policy:	$ 1,030.00	Mortgage Recording Tax	$17,295.00
Title Abstract:	$ 550.00	NYS & NYC Transfer Taxes:	$22,292.00
Recording Fees:	$ 850.00	Water Meter Fee:	$ 450.00
Condo Fee	$ 2,500.00	ACRIS Preparation	$ 250.00
Working Capital Fund	$ 750.00	Mansion Tax	$12,219.00
		TOTAL	**$65,925.00**

These fees do not include mortgage fees which are negotiated between the Purchaser and the Lending Institution. All fees are cumulative to the extent applicable to an individual Purchaser.

P. RIGHTS AND OBLIGATIONS OF SPONSOR

It is the Sponsor intention to sell all the Units and will make all good faith efforts to accomplish the same. The Sponsor will endeavor, in good faith, to sell in a reasonably timely manner all residential units to purchasers for the personal occupancy of purchasers or their immediate families. Sponsor's good faith attempts to sell the Units to purchasers will include listing the unsold Units with brokers, showing unsold units to brokers and prospective purchasers or their representatives, filing updates to the plan or otherwise engaging in customary sales activities.. The Sponsor will complete the work set forth in this Offering Plan relating to the Buildings and the Residential Units contained therein in accordance with the plans filed and approved by the Department of Buildings of the City of New York and as set forth in this Offering Plan.

THE SPONSOR WILL ENDEAVOR, IN GOOD FAITH, TO SELL IN A REASONABLY TIMELY MANNER ALL RESIDENTIAL UNITS TO PURCHASERS FOR THE PERSONAL OCCUPANCY OF PURCHASERS OR THEIR IMMEDIATE FAMILIES. HOWEVER, IN THE EVENT THERE IS A SIGNIFICANT DECLINE IN THE MARKET VALUE, WHICH MEANS THE OFFERS BEING MADE ARE LESS THEN TEN (10%) PERCENT FROM THE OFFERING PRICES SET FORTH IN SCHEDULE A, THEN THE SPONSOR RESERVES THE RIGHT TO RENT THE UNITS, AFTER PLAN CONSUMMATION, RATHER THEN SELL, UNITS UNTIL THERE IS AN UPWARD TURN IN THE MARKET. THIS MEANS THAT THE OFFERING BEING RECEIVED BY THE SPONSOR FOR UNITS LEFT TO BE SOLD ARE WITHIN TEN (10%) PERCENT OF THE OFFERING PRICE AS SET FORTH IN SCHEDULE A.. IF THESE CONDITIONS ARE NOT MET, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH (1) A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS

UNRELATED TO THE SPONSOR; (2) PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN; AND (3) OWNER-OCCUPANTS AND NON-RESIDENT OWNERS, SUCH AS SPONSOR, MAY HAVE INHERENT CONFLICTS ON THE MANAGEMENT OF THE CONDOMINIUM.

The Sponsor may not make modifications in size, design, layout and arrangement of Residential Units or Units without first filing all required amendments to the: (i) offering plan; (ii) filed declaration, if applicable; (iii) approved building plans and substitute equipment or material except that the Sponsor may not:

(a) substitute equipment or materials of lesser quality or design but may substitute material or fixtures equal to or better quality shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications; or,

(b) change the size, location or value of Buildings, any Units, other improvements or Common Elements if such changes do not 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 fully executed and is in effect, unless: (I) all affected Purchasers consent in writing to such changes; (ii) each affected Purchaser (contract-vendee) not in default of his/her Purchase Agreement, has been given the right to rescind his/her Purchase Agreement and obtain a refund of his/her Down Payment (said Purchaser shall have fifteen (15) days from the Presentation Date of the Amendment to send written notice to the Sponsor of his or her rescission by certified mail, return receipt requested); and,(iii) an amendment to this Plan is filed. If the downpayment shall be refunded there will be no interest thereon refunded as the downpayment will be held in an Interest On Lawyers Account ("IOLA"). (See "CHANGES IN PRICES AND UNITS" for further information regarding such changes).

The Sponsor has filed building plans with the Department of Buildings of the City of New York, County of Queens, to construct one building, containing a total of ten (10) Residential Units. At the time the Property is conveyed to each Condominium, the Sponsor will produce a temporary or permanent Certificate of Occupancy for the Residential Units in the Building conveyed to the Condominium. Sponsor will use its best efforts to ensure that a permanent Certificate of Occupancy will be obtained within two (2) years of the issuance of the first temporary Certificate of Occupancy.

If the Sponsor fails to obtain a permanent Certificate of Occupancy for the Property prior to the First Closing, the Sponsor will be obligated to: (i) hold and maintain all monies received pursuant to all Purchase Agreements in the special trust account required by the General Business Law of the State of New York, Section 352-e(2)(b) and 352(h), originally established with the Escrow Agent for the purpose of holding such deposits, provided however, that if Sponsor's Architect or Engineer certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy, then the amount exceeding the sum so certified by the Sponsor's Architect or Engineer shall be released from the special escrow account to the Sponsor, or (ii) the Sponsor shall deposit with Escrow Agent an unconditional, irrevocable letter of credit or post a surety bond in an amount the Sponsor's Architect or Engineer, from time to time, certifies as reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy, provided the Sponsor has amended the Plan to disclose such facts and promptly notifies all Purchasers with Purchase Agreements outstanding and not in default beyond any applicable grace period, of such amendment.

In the event the work on the Building as set forth herein is not fully completed at the time the Building becomes occupied, the Sponsor will have the right to enter the premises to complete work the Sponsor deems necessary to fulfill its obligations under this Plan. Any such entry shall be conducted in such

a manner as to produce a minimum of discomfort to Unit Owners and may be made, provided: a) such work is performed on Common Elements and vacant Residential Units only between 8 A.M. and 10 P.M. on any day; b) such work is performed in any occupied Residential Unit only between 8 A.M. and 6 P.M. on non-holiday weekdays; c) any damage created by virtue of such work whether to the Common Elements or any Residential Unit is repaired in a good and workman-like manner.

The Sponsor gives no warranty as to materials or workmanship that shall survive the transfer of the Units or of the Common Elements, except as expressly set forth herein. The Limited Warranty shall cover latent or hidden defects which could not have been discovered on a final inspection of the Unit. Said warranty shall inure to the benefit of the first purchaser of a Unit and shall not exceed 60% of the Offering Price of the Unit. The Limited Warranty shall warrant that for the first year that the Unit will be free from certain latent defects The Limited Warranty will also warrant that for the first two years major building systems will be free from latent defects that constitute defective installation. Finally, the he limited Warranty will also warrant that for the first six years the building will be free of major structural defects. The specific coverages are enumerated in the Limited Warranty Rider annexed to the Purchase Agreement contained in Part II of the Plan. The Sponsor, however, shall assign to each Unit Purchaser all warranties, if any, in the Sponsor's possession at the closing for the Unit. All warranties, if any, in the Sponsor's possession as of the First Closing which relate to Common Elements will be assigned to the Condominium at the First Closing. The foregoing notwithstanding, the Sponsor's obligation, regardless of any limitations in the warranty or in this offering plan, is to construct the Premises in accordance with all applicable codes and filed plans and specifications. Any conflict between the disclaimers and the Sponsor's legal obligations to construct the Premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

In no event shall the Sponsor be responsible for the partial or total death of any trees, or other landscape improvements; damage to walkways or other concrete areas caused by the application of salt or deicers; nail pops, ridging, normal lumber shrinkage, normal settlement or any consequential damage resulting therefrom, water problems caused by ice dams; normal plumbing, heating and lumber noises or carpet stretching; normal settlement cracks on concrete foundations, patios, sidewalks, other flat work, leakage resulting from "ice dams" forming on roofs; scuffing on kitchen cabinets or vanity surfaces; and minor chips (nicks) to Formica tops, and tubs (edges, surface or grooves). Subsequent to the conveyance of title to a Residential Unit, the Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or Formica chips and scratches, mars, breaks or other blemishes in windows, sliding glass doors, screens, electric fixtures, painted surfaces, sinks, basins, tubs, kitchen cabinets and countertops, medicine cabinets, ceramic title, saddles, resilient flooring, woodwork, doors and appliances, if such are not included on the "punch-list" prepared in the event the Sponsor fails to complete the improvements the Sponsor is obligated to complete by the Closing Date for the Unit in question.

The Sponsor has no obligation to make any repair to the Residential Units or the Common Elements except as expressly set forth in the Offering Plan. The Sponsor will not indemnify the Board of Managers except as specifically stated herein. Nothing herein is intended to abrogate the responsibilities of the Sponsor under the State General Business Law, the Offering Plan or 13 NYCRR Part 20 (the regulations of the Attorney General of the State of governing the acceptance for filing of the Plan). Each prospective Purchaser may have the Building and Residential Units therein inspected by an architect or engineer of his or her choosing to determine the quality of materials and workmanship.

The Sponsor will pay for the authorized and proper work involved in the establishment and sale of the Units that the Sponsor is obligated to complete under this Plan. All mechanic's liens that are lodged against the Property by virtue of work done by the Sponsor or on the Sponsor's behalf will be promptly

discharged or appropriately bonded. The Sponsor will deliver a set of "As Built" plans to the Condominium Board of Managers thirty (30) days after the "First Closing". The Property will be conveyed free and clear of all liens except Permitted Encumbrances.

As set forth in this Plan, the Sponsor shall pay all of the Common Charges and special assessments and real estate taxes with respect to Unsold Units. Sponsor represents that it has sufficient financial resources to meet its obligations with respect to the Unsold Units from income received from projected sales from this condominium and income received from other investment properties owned by the Sponsor and rents to be received form the Unsold Units. However, no bond or other security has been furnished to secure the Sponsor's obligations. After title to the last Residential Unit is closed, the Sponsoring entity may be dissolved or liquidated.

The Sponsor will secure a policy covering fire and liability insurance at Closing, which will be an agreed amount replacement value policy, thus avoiding the requirements of co-insurance. The premium for such policy shall be paid by the Condominium and the cost thereof is provided for in Schedule B (See footnote to Schedule B for further details).

ALL OBLIGATIONS PERTAINING TO THE COMMON ELEMENTS SHALL BE ENFORCEABLE ONLY BY THE BOARD OF MANAGERS ON BEHALF OF THE RESIDENTIAL UNIT OWNERS AND NOT BY THE INDIVIDUAL RESIDENTIAL UNIT OWNERS.

Copies of this Offering Statement-Plan of Condominium Organization, all exhibits and documents referred to herein including Parts A, B, C and D of the Exhibits Folder, shall be available for inspection by prospective Purchasers and by any person who shall have purchased Units under this Plan or shall have participated in the offering of such Units, at the office of the Sponsor's attorney, Korsinsky & Klein LLP attn: Daniel J. Lieberman, Esq., 2926 Avenue L, 2nd Floor, Brooklyn, NY 11210 and shall remain available for a period of six (6) years from the date of First Closing for such inspection. All documents may be copied at a reasonable charge after reasonable notice. All obligations which are imposed upon the Sponsor by virtue of this Offering Plan or the General Business Law, the performance of which shall occur after the transfer of title, shall survive delivery of a deed of a Unit. The Sponsor will deliver to the Board of Managers all books of account and records pertaining to the Building's operation which are in the Sponsor's possession on the First Closing.

The Sponsor, retains the right to vote on certain actions taken by the Board of Managers. As long as the Sponsor or its designee shall own less than 25% of the Units, or for a period of five (5) years after closing of title to the first Unit, whichever is sooner, the Board of Managers may not, without the prior written consent of the Sponsor or its designee, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (however, Sponsor will not unreasonably withhold consent to additions to the contingency fund provided for in Schedule B to the extent assessments are necessary to make expenditures required by law), or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient). Notwithstanding the above, Sponsor's consent shall not be withheld for expenses required to comply with applicable law or order of an insurance carrier. 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. Please see next section entitled "CONTROL BY THE SPONSOR".

The Sponsor shall defend any suits or proceedings arising out of Sponsor's acts of omission and will indemnify the Board of Managers and Unit Owners for same. The Sponsor has no obligation to defend any suits arising out of any acts or omissions occurring prior to the recording of the Declaration except claims arising out of the acts, omissions or representations of the Sponsor.

All Units owned by the Sponsor are Unsold Units. All Units which are Unsold Units retain their character as such, regardless of transfer, until (a) such Units become the property of a Purchaser for bona fide occupancy (by himself/herself or a member of his/her family) or (b) a Holder of such Units or a member of his/her family becomes a bona fide occupant of the Residential Unit. The Sponsor, agrees to fulfill all their obligations pursuant to the By-Laws, including the payment of all Common Charges thereunder, and the Condominium will have a lien upon the Units to secure payment of all Common Charges by the Sponsor . The Sponsor represents and warrants that at this time it has the financial resources to enable it to meet the obligations with respect to Unsold Units.

The 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, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Offering Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been substantially repaired to as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or other Unit Owners) and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt turn them over to Sponsor.

In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Condominium's By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited hereunder, without interest, whereupon the parties shall be released and discharged from all obligations and liability hereunder and under the Plan. The Sponsor shall procure fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid coinsurance, as reflected in schedule B.

The Sponsor, may sell, assign, pledge or hypothecate such Units and lease or sublet its Residential Unit(s) without the requirement of any consents. The Sponsor shall comply with the trust fund and escrow provisions of General Business Law 352-h and 352-e(2-b). In the event of the dissolution or liquidation of the Sponsor, 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.

Q. CONTROL BY SPONSOR

Under the Condominium By-Laws, as set forth in Part II of the Plan, until the first meeting of Unit Owners, the Board of Managers of the building will consist of three (3) members designated by the Sponsor. The Sponsor will turn over control of the Board upon the earlier of (i) conveyance of title by Sponsor to purchasers of more then 50% of the common interest or in this case 2 of the Units offered for sale, or (ii) two (2) years from title to the first Unit was conveyed under this Plan (the "Control Period").

At the first meeting of the Unit Owners a new board will be elected consisting of members unrelated to the Sponsor a majority of which must be owner occupants that are unrelated to the Sponsor or the principals of the Sponsor. At the first meeting of Unit Owners a new Board shall be installed consisting of three (3) managers, which if the Sponsor owns at least one (1) Unit, may include the Sponsor or its designee So long as Sponsor or its designee shall continue to own at least one (1) Unit, Sponsor or its designee shall have the right to appoint one member of the Board of Managers. As long as there is at least one (1) Unsold Unit, the number of members of the Board of Managers may not be changed without Sponsor's consent. When the Sponsor or its designee no longer owns a Unit, Sponsor's appointee to the Board shall step down at the end of his or her term and a successor shall be elected in accordance with the terms of the By-Laws (See Section 2.9 of the By-Laws entitled "Removal and Resignation of Members") At such time neither Sponsor nor its designee shall have any further right to appoint a member of the Board of Managers.

The foregoing notwithstanding, despite giving up control of the Board as set forth above, until such time that the Sponsor or its designee shall own less than 25% of the Units, or for a period of five (5) years after closing of title to the first Unit, whichever is earlier, the Board of Managers may not, without the prior written consent of the Sponsor or its designee, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (however, Sponsor will not unreasonably withhold consent to additions to the contingency fund provided for in Schedule B to the extent assessments are necessary to make expenditures required by law), or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient). Sponsor shall have the right to withhold its consent to any of the foregoing actions. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses set forth in Schedule B or expenses required to: comply with applicable law or regulation, remedy any notice of violation, or remedy a work order of an insurer. 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.

R. RIGHTS AND OBLIGATIONS OF THE BOARD OF MANAGERS

Board Members:

The affairs of each building of the Condominium shall be governed by the Condominium Board, which shall consist initially of three (3) members. Sponsor will call the first meeting after the earlier of (i) conveyance of title by Sponsor to purchasers of more then 50% of the common interest of the Units offered for sale, or (ii) two (2) years from title to the first Unit was conveyed under this Plan (the "Control Period") to elect new members unrelated to the Sponsor a majority of which must be owner occupants that are unrelated to the Sponsor or the principals of the Sponsor. Thereafter, elections to the Condominium Board shall be held at the regular annual meeting of Unit Owners, which shall be within sixty (60) days of the anniversary date of the prior annual meeting. Each member of the Board shall serve until the next annual meeting. Board members shall serve without compensation from the Condominium. It is anticipated the first board shall consist of the principals of the Sponsor Vladimir Lempert, Domenico Ancona & Jerry Ancona.

The foregoing notwithstanding, despite giving up control of the Board as set forth above, until such time that the Sponsor or its designee shall own less than 25% of the Units, or for a period of five (5) years after closing of title to the first Unit, whichever is earlier, the Board of Managers may not, without the prior written consent of the Sponsor or its designee, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (however, Sponsor will not unreasonably withhold consent to additions to the contingency fund provided for in Schedule B to the extent assessments

are necessary to make expenditures required by law), or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient). Sponsor shall have the right to withhold its consent to any of the foregoing actions. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses set forth in Schedule B or expenses required to: comply with applicable law or regulation, remedy any notice of violation, or remedy a work order of an insurer. 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.

Each Unit Owner shall be entitled to one (1) vote for each member of the Condominium Board. The term of office of the three (3) members of the Condominium Board designated by Sponsor prior to the first annual meeting of the Unit Owners shall expire when the three (3) individuals elected at such meeting are so elected and qualified. The term of office of each of the three (3) individuals elected and qualified at the first annual meeting of the Unit Owners shall be fixed at such meeting. At each annual meeting of the Unit Owners subsequent to the first such meeting, three (3) members of the Condominium Board shall be elected pursuant to the terms of Section 4.9 of the By-Laws to serve a term of office to be fixed at the meeting. Notwithstanding anything to the contrary, however, each member of the Condominium Board shall serve until his or her successor shall be elected and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Condominium Board may serve. All members of the Condominium Board shall serve without compensation.

Each Unit Owner shall exercise his vote in the manner set forth in the By-Laws, which provides as follows: when voting for members of the Condominium Board, each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one (1) vote for each Residential Unit owned. However, nothing contained herein shall be deemed to permit any Unit Owner to cumulate the votes attributable to the ownership of any one Unit in favor of any one or more members to be elected. Managers shall be elected by a plurality of the votes cast at a meeting at which a quorum shall be present. (See the subsection below entitled "Meetings and Votes of Unit Owners" for further discussion."

At any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers, except any member elected or appointed by Sponsor or its designee, may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created, provided notice of such proposed removal was given to the Board member and was specified in the notice of the meeting. Any member of the Board appointed by Sponsor or its designee may be removed by Sponsor or its designee for any reason and by a majority of the Unit Owners for cause. Any member of the Board of Managers whose removal has been proposed shall be given an opportunity to be heard at the meeting. Officers may be removed at any meeting of the Board. Regardless of whether a Sponsor-appointee to the Board is removed by the Sponsor, its designee or the Unit Owners, only the Sponsor or its designee shall have the right to designate a replacement for such Sponsor-appointee. Any officer may be removed, without cause, by vote of a majority of the Condominium Board at a meeting called for such purpose.

The members of the Condominium Board will have no liability to Unit Owners for errors of judgment, negligence, or otherwise, except that individual members will be liable for their own bad faith or willful misconduct. The Condominium Board may self-deal, 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 therefore.

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

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

None of the Board members need be Unit Owners until the three-member Condominium Board is elected at the first meeting of the Unit Owners. Thereafter, pursuant to section 2.7 of the By-Laws, the majority of which must be owner occupants that are unrelated to the Sponsor or the principals of the Sponsor. A majority of the officers must be members of the Condominium Board and Unit Owners (or officers, directors, partners, employees, beneficiaries (or members of their family) of corporations, partnerships, fiduciaries, or mortgagees that are Unit Owners).

Notwithstanding anything to the contrary contained in these By-Laws, the Condominium Board shall not take any of the following actions unless 66.66% of all members thereof shall approve the same in writing or by vote at a duly constituted meeting called for such purpose: (i) increase the number, or change the type, of employees from those hired at the time of recording the Declaration; (ii) provide for new or additional services from those being provided at the time of recording the Declaration; (iii) impose any Common Charge or Special Assessment for the purpose of making any capital or major improvement alteration or addition to the Common Elements or to any Unit, unless required by Law or is necessary for the health or safety of residents of the Building (nothing contained herein shall restrict the right and obligation of the Condominium Board to maintain and repair the Common Elements); or (iv) establish any reserves, including, without limitation, a reserve for contingencies, repairs, improvements, or replacements, other than a twelve- month reserve for contingencies not exceeding five percent of the budgeted operating expenses for the ensuing twelve months of operation (nothing contained herein shall restrict the right of the Condominium Board to assess Unit Owners from time to time for any budget deficiency).

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 occupant.

Generally, subject to certain exceptions and provided that any required consent of the Mortgage Representatives is obtained, once the declaration is recorded, 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 not less than 66 66% of all Unit Owners. However, for so long as Sponsor or its designee is the owner of one (1) or more Units in the entire Condominium, the Declaration, the By-Laws and the Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or such designee without the prior written consent of every Unit Owner affected by such amendment.

Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof, provided that at least one (1) such meetings shall be held during each fiscal year. The President may call a special meeting of the Condominium Board whenever he or she deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of one (1) or more members of the Condominium Board.

S. RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sales and Leases of Units

Each owner of a Unit (other than Sponsor or its designee with respect to Unsold Units) may sell or lease his or her Unit; provided, however, that such owner first gives the Condominium Board written notice of his or her intention to do so, which notice shall be accompanied by a fully executed copy of the contract of sale or lease, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or lessee. The Condominium Board, on behalf of the remaining Unit Owners, shall have the exclusive right of first refusal to purchase the Unit within fifteen business days after receipt of such notice of sale, or to lease the Unit within ten (10) business days after receipt of such notice of lease, on the same terms set forth in said contract or lease, all as more specifically set forth in Article 7 of the By-Laws. If the Condominium Board does not notify the Unit Owners of its election to purchase or lease the Unit, such Unit Owner will have sixty (60) days thereafter to consummate the sale or lease in accordance with the terms stated in the contract of sale or lease appended to such notice, failing which the Unit Owner will be required to offer the right of first refusal to the Condominium Board as provided above.

The Condominium Board may not exercise its option to purchase or lease any Unit unless those Unit Owners owning a majority of the aggregate Common Interests of all Units affirmatively vote in favor thereof, in person or by proxy, at a meeting of Unit Owners at which a quorum is present. If approval is given, the Condominium Board may assess each Unit Owner (other than the selling Unit Owner), in proportion to his or her Common Interests, an amount necessary to effectuate the purchase or lease. Notwithstanding the foregoing, any Unit Owner may sell or lease his or her Unit to his or her spouse, adult child, parent, grandparent, parent-in-law, or adult sibling, or may convey his or her Unit by gift, devise it by will, or have it pass by intestacy to the aforementioned persons, without complying with the restrictions described above; provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, such restrictions.

The foregoing restrictions upon the sale and lease 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; they shall be free to sell or lease without first offering to sell or lease to the Condominium Board. Each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, such Unit Owner's: (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) undivided interest in any other assets of the Condominium.

In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and satisfied at or prior to closing. At the time of acquisition of a Unit and as a condition thereof, the new Unit Owner shall be required to execute, acknowledge and deliver a Unit Owner's Power of Attorney in favor of the Condominium Board and Sponsor, in the form set forth as Document Number 4 in Part II of the Plan, in accordance with Article 14 of the Declaration.

Real Property Law Section 339-kk

If a non occupying owner rents any dwelling unit to rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty (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 that all such sums are made current, all rental payments due subsequent to the issuance of such notice are to be made to the Board of Directors has been elected by Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Cooperative Corporation. 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 receives notice that such owner seeks to dispute such claim. Nothing in Section 339-kk shall limit any rights of Unit owners 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.

Mortgages of Units

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

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

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

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

(d) The Condominium Board is notified in writing of the making of such mortgage and is given a copy thereof.

Sponsor or its designee, as the owner of Unsold Units, shall have the right to mortgage the Unsold Units without any restriction or limitation, except that the Condominium Board is required to be notified in writing of the making of such mortgage and is to be given a copy thereof.

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

The Condominium Board will commence to collect the Common Charges upon the closing of title to the first Unit. Furthermore the Condominium Board will prepare and distribute to all Unit Owners, at

least annually, a budget setting forth its projection of the Common Expenses for the coming fiscal year of the Condominium. Such Common Expenses will include, among other things:

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

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

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

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

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

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

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

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

(a) the aggregate Common Interests appertaining to the Unsold Units constitutes fifteen (15%) percent or less of the total Common Interests appertaining to all Units; and (b) at least five (5) years have elapsed since the First Closing;

On a resale of any Unit, the purchaser of such Unit shall be required to pay unpaid Common Charges assessed against such Unit prior to his or her acquisition, except that a mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale shall not be liable, and such mortgaged Unit shall not be subject to, a lien for the payment of any Common Charges assessed subsequent to the recording of such mortgage and prior to the acquisition of title to such Unit by the mortgagee or a purchaser at a mortgage foreclosure sale and such assessments shall be the liability of the owner of the Unit at the time

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

Under the provision of Section 339-z of the Condominium Act and Article 6 of the By-Laws, the Condominium Board will have a lien, on behalf of all Unit Owners, on each Unit for unpaid Common Charges and expenses assessed against such Unit together with interest and costs thereon. All such liens, however, will be subordinate, to the extent required by applicable law, to any liens for real estate taxes and assessments on such Unit. Any lien for unpaid Common Charges and expenses against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office and until all sums secured thereby, with interest and costs accrued thereon, shall have been fully paid, or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall be sooner. Such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing the lien. Moreover, pursuant to RPL § 339aa the Sponsor will cause a lien to be filed on Units in which the Sponsor is more then 30 days in arrears of common charges, while it is in control of the Board.

Restrictions on the Use of Units

As more fully set forth in the Declaration and in the By- Laws, each Residential Unit shall be used only as a dwelling (except as otherwise described herein), and not more than one (1) family may occupy a Unit at any one time. At the present time there is no restriction on pet ownership, but such restriction may change should the Board enact such restriction in the future.

Sponsor may, without obtaining the consent of the Condominium Board or the other Unit Owners, use any one or more of such Units as model units and sales and/or promotion offices in connection with the sale or rental of the Unsold Units or for any other purpose, subject only to compliance with law.

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

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

Repairs to, and Maintenance Of, Units and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(a) in or to any Unit (other than the Common Elements contained therein) shall be performed by the Owner of such Unit at his or her sole cost and expense; and

(b) in or to the Common Elements shall be performed by the Condominium Board as a Common Expense.

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

All Unit Owners will have reasonable access to all common areas for the purposes of inspection and repairs. With respect to those common elements passing over, through and under the front, rear and/or side yards, the financial responsibility of maintaining same shall be borne by the Condominium.

In the event the Owners of Units wish to do any construction at the premises, if allowed by law, Board of Managers may regulate any one or more of the following aspects of construction:

1. Time periods in which construction is permitted
2. The manner in which construction debris will be handled
3. Measures which will be taken to prevent compromising the security and integrity of the Condominium during construction.
4. The interruption of services during construction.
5. The amounts of liability insurance required for contractors during construction.

In addition, Owners may not commence any construction without first obtaining approvals and permits from the appropriate regulatory agency.

Notwithstanding the foregoing, however, all maintenance, repairs and replacements to the Common Elements, whether structural or non-structural, ordinary or non-extraordinary, that are necessitated by the negligence, misuse, or abuse of a Unit Owner, will be made by such Unit Owner at his or her sole cost and expense. Furthermore, certain structures may not be built as a matter of right and may require a variance from the various regulatory agencies governing construction at the condominium. Even if a variance is granted if the Board of Managers is opposed to the construction, it may be denied. The Property is not the subject of any landmark designation. Roof terraces shall be limited common elements to the Units. Units Owners that have roof terraces may only use them as allowed by law.

The By-Laws require that each Unit and the Limited Common Elements allocated thereto, and all portions of the Common Elements be kept in first-class condition (and, with respect to any terrace, roof, or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof. Unit Owners shall be responsible for the Units themselves and any Limited Common Elements allocated thereto The By-Laws further require that those public or other areas of the Building that are exposed to public view (whether the same are required to be maintained by a Unit Owner or by the Condominium Board) be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or the Condominium Board, as the case may be. In the event that any Unit Owner fails to keep his or her Unit in such condition, the Condominium Board may, at the expense of such Unit Owner, enter his or her Unit to perform such acts as are necessary to cure such default. (See the subsection entitled "Rights of Access" for a further discussion.)

Alterations and Improvements Of Units and Common Elements

No Unit Owner may make any structural alteration, addition, improvement, or repair in or to his or her Unit without the prior written approval of the Condominium Board. This approval may not be unreasonably withheld. Such approval may be conditioned, in the discretion of the Condominium Board,

upon the execution of an agreement by such Unit Owner, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions upon which such alteration, addition, improvement, or repair may be made. Except as otherwise provided in the By-Laws, no Unit Owner may make any alteration, addition, improvement, or repair in or to the Common Elements.

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

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

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

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

Rights of Access

As more fully set forth in the By-Laws, the Condominium Board, and the Managing Agent, superintendent and other persons authorized by the Condominium Board, will have a right of access to any Unit for the purposes, among others, of making inspection of, or removing violations of governmental laws or regulations against any part of the Property, curing defaults committed by the owner of such Unit under the Condominium Documents, or correcting conditions originating in any Unit and threatening another Unit or any Common Element. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan. As set forth in Section 5.9 of the By Law, 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.

Self-Help

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

Insurance Coverage

If a Unit is damaged by casualty and the proceeds of insurance obtained by the Condominium Board are not sufficient to cover the repair of the Unit, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Building will be an expense of the individual Unit Owner. In order to protect himself against the possibility of such an expense, the Unit Owner should obtain additional fire insurance coverage above and beyond that coverage maintained by the Condominium Board. See subsection "Repair or Restoration After Fire or Other Casualty", under the Section entitled: "Rights and Obligations of the Board of Managers". Purchasers are directed to Schedule B and Footnotes to Schedule B as to the cost and coverages provided.

Mechanic's Liens

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

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

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

Smoking Policy: Pursuant to the provisions of Local Law 147 which amends the Administrative Code of the City of New to require that all class A multiple dwellings-i.e., buildings with three or more residential dwelling units-adopt a written smoking policy for the building that is disclosed to all residents and incorporated into all leases, purchase agreements, and building governing documents. As such, smoking is prohibited throughout the entire Building, including, without limitation, interior spaces of all Residential Units, balconies and terraces appurtenant to Residential Units, hallways, landings, stairwells, elevators, storage rooms, lobby, courtyards, building rooftop, basement, laundry room, pool area, and within 25 feet of the building entrances. Smoking is further prohibited to the extent it causes secondhand smoke to drift into the Building. The terms "smoke" and "smoking" mean inhaling, exhaling, or breathing tobacco or any other plant, chemical or other substance, or carrying or controlling any lighted, burning, smoldering or heated cigarettes, cigars, pipes or other similar devices containing tobacco or any other plant, chemical or other substance, including without limitation hookahs, marijuana, cigarillos, and E cigarettes. This prohibition against Smoking applies to the Unit Owners and occupants, residents and any guest, agent, licensee, tenant or invitee of Unit Owners, all of whom are hereby prohibited from smoking or permitting others to smoke in any part of the Building or from causing secondhand smoke to drift into the Building. Vaporization or inhalation of liquids and/or oils attendant to the use of medical marijuana by any of the foregoing persons to whom a medical marijuana card has been issued shall not be deemed to constitute "Smoking" within the meaning of this provision

T. REAL ESTATE TAXES

After the units are separately assessed, each unit will be taxed as a separate tax lot for real estate tax purposes and the unit owner will not be responsible for the payment of, nor will his or her unit be subjected to any lien arising from the non-payment of taxes on any other units. In the event that the units are not separately assessed at the time of the closing, the following procedure will be applicable:

1. To the extent that the taxes have been paid by the condominium for the 6 month period, there will be an adjustment made at the time of the closing in the amount of the prepaid taxes with respect to this unit. The adjustment will be based on the percentage common interest allocated to the unit.

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

Taxes are assessed by the Property Tax Division of the Department of Finance of the City of New York. The tax assessments of condominium Residential Unit buildings are governed by Section 581 of the Real Property Tax Law. This law requires the tax assessor to disregard the condominium form of ownership in valuing such properties and to value the building in the same manner as similar but non-condominium owned rental buildings. The assessment for taxes is based on a percentage of fair market value of the building. The basis for the amount of real estate taxes payable by unit owners in the first year of condominium operation as set forth in Schedule A is in accordance with its percentage of common interest. The assessing authorities may allocate the tax assessment to each unit on a basis that differs from the allocation of common interest. Since actual figures are not currently available, the figures set forth in Schedule A are based on estimated data.

IT SHOULD BE NOTED THAT ACTUAL FIGURES FROM THE CITY OF NEW YORK ARE NOT AVAILABLE FOR THE 2018/2019 TAX YEAR, AND THE TAXES AS SET FORTH ON SCHEDULE A ARE ESTIMATES. THE CITY OF NEW YORK MAY ASSESS EACH UNIT ON A BASIS THAT DIFFERS FROM THE ALLOCATION OF COMMON INTERESTS AND MAY BE EITHER HIGHER OR LOWER THAN REFLECTED IN SCHEDULE A.

In or about July 2011, the Premises received a 25 year 421(a) tax abatement which ends on June 30, 2036 . The Premises will be fully exempt until the 21st year of the exemption and the exemption will be phased out in by 20% each year during the final 4 years. For the July 1, 2018 to June 30, 2019, the assessed valuation is $116,482.00. with an exempt valuation of $98,788.00. As a result of the exemption the annual taxes are property taxes for the Premises is $2,250.00 year. Absent an individual mortgage on a unit, the total amount of carrying charges deductible for income tax purposes would equal the monthly real estate taxes. The projected income tax deduction may vary in the future due to changes in real property taxes resulting from the expiration of real estate tax benefits or from changes in the non-exempt assessed valuation, the tax rate or the method of assessing real property. There are no certiorari proceedings pending to challenge past Assessed Valuations. The Sponsor shall (a) make all tax benefit documents available to the board of managers for inspection and copying for the life of the benefits; and (b) make all applications and timely comply with all procedures required to properly process and maintain the tax benefits. The Sponsor shall use its best efforts to obtain the benefits and shall file all applications and timely comply with all procedures required to properly process and maintain the tax benefits.

Please refer to Section U. Counsel's Income Tax Opinion for additional tax consequences that may occur with the purchase of a condominium unit.

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October 5, 2018

U. COUNSEL'S INCOME TAX OPINION

Re: Offering Plan ("Plan") for the Conversion to Condominium Ownership of Premises known as 37 Carroll Street, Brooklyn NY (the "Property")

Gentlemen:

You have requested our opinion with regard to certain Federal, New York State and New York City income tax matters relating to a person ("Unit Owner") who purchases a condominium unit ("Unit") under the Plan. In connection with this opinion, we have reviewed the Plan including the Exhibits thereto, and such other documents as we considered necessary for the purpose of this opinion.

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

I. Tax Deductions for Unit Owners

Under the Plan:

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

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

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

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

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to home ownership. Accordingly, it is our opinion that a Unit Owner who itemizes deductions will be entitled to deduct, for federal income tax purposes, real estate taxes in the amount of up to $10,000.00 a year assessed against his Unit. Purchasers should note, that the $10,000.00 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000.00 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000.00 threshold.

In addition, a Unit Owner who itemizes deductions will be entitled to deduct, for federal income tax purposes, interest on any acquisition indebtedness[1] up to $750,000.00. [2] See Sections 163 (interest) and 164 (taxes) of the Internal Revenue Code of 1986, as amended (the "Code") [3]. These expenses will be deductible when paid or accrued in accordance with the Unit Owner's method of accounting.

In addition to the interest and real estate tax deductions discussed above, a Unit Owner who uses all or part of his Unit in the conduct of his trade or business, or for the production of income, may deduct a portion of common charges allocable to such use. Each such Unit Owner who uses all or part of his Unit in the conduct of his trade or business will be entitled to deduct cost recovery on his Unit (similar to depreciation), computed separately and based upon the cost of his Unit (see Code Section I 012). Such deduction may be determined under Code Section 168 by using the straight-line method or under ACRS tables which approximate the use of 175% declining balance method, switching to straight-line recovery in later years. The excess of accelerated cost recover deductions over deductions computed using the straight-line method is an item of tax preference and may result in Unit Owners incurring alternative minimum tax. The amount of permitted deductions has been modified by the Internal Revenue Code 1986. The deduction of Common Charges for a Unit Owner who uses all or part of his Unit in the conduct of his trade or business is limited to that

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(1) Per the Internal Revenue Code of 1986 section 163(h)B(i), as amended. "acquisition indebtedness" means any indebtedness which: (I) is incurred in acquiring, constructing, or substantially improving any qualified residence of the taxpayer; and (II) is secured by such residence. Such term also includes any indebtedness secured by such residence resulting from the refinancing of' indebtedness meeting the requirements

(2) However, the Internal Revenue Code of 1986, as amended, provides that if the Unit Owner has more than two (2) residences, he will not be able to deduct his interest on more than two (2) of his residences. See section "Real Estate Taxes."

(3) The New York State and City tax laws incorporate by reference Federal itemized deductions in regard to resident individuals (see N.Y. Tax Law Section 615; N.Y.C. Admin. Code Section 11-1715) and for corporations (see N.Y. Tax Law Section 208.9; N.Y.C. Admin. Code Section 11-600). Hence all Federal authorities hereinafter referred to should, tor the most part, apply under the New York State and/or City income tax statutes and to the extent that deductions are permitted for Federal tax purposes, they will be permitted tor New York State and New York City tax purposes. As of the date hereof: it is unclear at this time if the State and City income tax deductions for real estate taxes are now also capped at the $10,000.00 threshold. It should be noted, however, that tor Federal income tax purposes, the interest and real estate tax deductions discussed herein may be reduced for a taxpayer who has certain speci1ied items of tax preference for Federal income tax purposes (including but not limited to holders subject to the alternative minimum tax, insurance companies, pensions, trusts partnerships and U.S. expatriates). Accordingly, a Unit Owner who is liable for an alternative minimum tax will not receive the full benefits of certain tax deductions (including interest on mortgages) (see Section 55 of the Internal Revenue Code).

portion which does not exceed the Unit Owners' share of expenses paid or incurred through the Condominium and which would constitute trade or business expenses under Code Section 162, or would constitute expenses for the production of income under Code Section 212, if they were paid directly by the Unit Owner. Common Charges may exceed the deductible amount to the extent that Common Charges are used by the Condominium Board to finance capital expenditures or reserves. The amount used to fund capital expenditures or reserves are not deductible and must be capitalized by Unit Owners, increasing the basis in the Unit and thus the cost recovery deduction available for that Unit.

II. Tax Treatment of Condominium and Board of Managers

Under the Plan, each Condominium, via the Board of Managers, will determine, assess to, and collect from, its Unit Owners, in proportion to their respective Common Interests, the Common Charges to pay the costs and expenses of operating, repairing and maintaining the Common Elements of that Building.

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

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

The Internal Revenue Service, however, may take the position that the Unit Owners, acting through the Condominium Board, constitute an association taxable as a corporation and that some or all of its income (including the Common Charges, and income described above, less expenses related to such income) which is deemed to constitute gross income is subject to Federal corporate income tax, New York State Corporation Franchise Tax, and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners.

In an effort to resolve the above uncertainty, Section 528 was added to the Code, pursuant to which the Condominium Board may, if qualified, elect to exclude from income the Common Charges payable by Unit Owners. (New York State and New York City have not adopted a similar statute.) In order for the Association to qualify as an exempt organization for federal income tax purposes under Code Section 528, it must meet the following six conditions:

(1) The Association must be organized and operated to provide for the acquisition, construction, management, maintenance, and care of the Association's property;

(2) 60% or more of the gross income for the taxable year is received as fees or assessments from owners of Units ("Exempt Function Income");

(3) 90% or more of the expenditures for the taxable year are for management, acquisition, maintenance and care of the Common Elements;

(4) 85% or more of the total square footage of the Condominium must be used for residential purposes, including areas with auxiliary purposes within the Condominium such as laundry areas,

recreational rooms, swimming pools, storage rooms, and areas used by maintenance personnel;

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

(6) The Association must properly elect to have Code Section 528 apply for the taxable year.

An Association meeting the requirements of Section 528 of the Code and electing to be exempt from federal income tax on Exempt Function Income would be taxable at a flat corporate rate, with some minor modifications, on the amount by which its non-exempt function income exceeds the amount of allowable deductions which are directly connected with the production of such income.[4]

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

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

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

THIS OPINION IS NOT A GUARANTEE IT IS BASED UPON EXISTING RULES OF LAW APPLIED TO THE FACTS AND DOCUMENTS REFERRED TO ABOVE. NO ASSURANCES CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASE THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL THE SPONSOR, THE SPONSOR'S COUNSEL, THE CONDOMINIUM BOARD, COUNSEL TO THE

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(4) If in the future an Association does meet the substantially all test and elects tax treatment under Code Sec. 528, all amounts received by the Association as exempt function income will be exempt from federal income tax. This consists of amounts received as membership dues, fees, or assessments from owners of Residential Units. However, the Association would be subject to tax on income which is not exempt function income to the extent such income exceeds expenses properly allocable to such income. Examples of income which is not exempt function income are interest earned on reserve funds, amounts received from persons who are not members of the Association amounts received for work done on privately owned property which is not Association property, and amounts received from members for special use of the Association's facilities, the use of which is not available to all members as a result of having paid the dues, fees, or assessments required to be paid by all members.

CONDOMINIUM BOARD, THE SELLING AGENT OR ANY OTHER PERSON BE LIABLE IF THERE ARE CHANGES IN THE FACTS ON WHICH COUNSEL RELIED IN ISSUING THIS OPINION, OR IF THERE ARE CHANGES IN THE APPLICABLE STATUTES, REGULATIONS, DECISIONAL LAW OR INTERNAL REVENUE SERVICE RULINGS ON WHICH COUNSEL RELIED WHICH CAUSE THE CONDOMINIUM TO CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE NEW YORK STATE TAX LAW, AS AMENDED. ALL UNIT OWNERS, POTENTIAL UNIT OWNERS AND THE CONDOMINIUM ARE HEREBY INFORMED THAT (I) ANY TAX ADVICE CONTAINED IN THIS OPINION IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXES AND PENALTIES UNDER THE INTERNAL REVENUE CODE, (II) THE ADVICE IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THE PLAN, AND (III) EACH UNIT OWNER, EACH POTENTIAL UNIT OWNER, AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

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

Very truly yours,

KORSINSKY & KLEIN LLP

Daniel J. Lieberman

V. RESERVE FUND

The Reserve Fund of $2,500.00, is intended as a reserve for capital expenditures that may become necessary in the future, No guaranty is made that the budgeted amount will be sufficient to meet those needs. In the event the capital expenditures shall not be sufficient, this may result in a special assessment being levied against the unit owners. While the Sponsor is in control of the board of managers, the reserve fund and/or working capital fund may not be used to reduce projected common charges in the plan. Neither the Department of Law nor any other government agency has passed upon the adequacy of the reserve and/or working capital fund.

W. WORKING CAPITAL FUND

The Sponsor, as agent of the Board of Managers, will collect from each original purchaser at the time of the Closing an "Initial Capital Payment" equal to $750.00. The Sponsor will deliver the funds so collected to the Board of Managers to provide the necessary working capital for the Condominium. Such funds may be used for certain prepaid items, organizational costs, and for such other purposes as the Board of Managers may determine and may be replenished as the Board sees fit. While the Sponsor is in control of the Condominium Board, the Working Capital Fund shall not be used to reduce estimated Common Charges. NO REPRESENTATION IS MADE THAT THE INITIAL WORKING CAPITAL FUND WILL BE ADEQUATE TO COVER CURRENT OR FUTURE EXPENSES, INCLUDING REPAIRS OR REPLACEMENTS, AND IF ADDITIONAL FUNDS ARE REQUIRED OVER AND ABOVE THE INITIAL CAPITAL FUND, IT MAY BE NECESSARY FOR THE BOARD OF MANAGERS TO INCREASE THE CHARGES.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE INITIAL WORKING CAPITAL FUND OR THE PHYSICAL CONDITION OF THE BUILDING.

X. MANAGEMENT

At the present time there will be no managing agent for the Premises, for so long as the Sponsor controls the Condominium Board, its will be the de facto managing agent. If Unit Owners shall opt to retain the services of a managing agent in the future the maintenance will go up based upon the then prevailing fees for same, which is estimated at the present industry standard to be five percent (5%) of maintenance incomes.

Y. IDENTITY OF PARTIES

Sponsor and Selling Agent

The Sponsor is the 37 CARROL STREET, LLC, with an address at 3037 Avenue U, Brooklyn, New York 11229 . The principals of the Sponsor are Valdimir Lempert with a business address of 3037 Avenue U, Brooklyn, New York 11229 , Domenico Ancona & Jerry Ancona with a business address 102 Davison Avenue., Oceanside, NY 11572. The Sponsor does not have any prior experience in prior public offerings or experience as a selling agent. The principals of the Sponsor were involved in one (1) offering in the preceding five (5) years for 25-63 38th Street, Astoria, New York, which was accepted for filing in May 2017. The primary experience of the principals of the Sponsor in construction, renovations and the sale of multi family dwellings. Neither the Sponsor nor its principal have any felony convictions, injunctions or judgment or the subject of any pending litigations or judgments that may be material to the offering.. The Sponsor will also be the Selling Agent.

Attorney & Escrow Agent

The firm of KORSINSKY & KLEIN LLP, 2926 Avenue L, 2nd Floor, Brooklyn, New York 11210, attn: Daniel J. Lieberman, Esq, (718)943-7022, was retained by the Sponsor to prepare this Offering Plan and all related aspects thereto including without limitation, the submission of the Offering Plan to the Office of the Attorney General and the preparation and recordation of the Declaration of Condominium and will represent the Sponsor in connection with the sales and closings of the individual units. The firm will also act as the Escrow Agent for the sale of the Units. Funds may be released from the escrow account only upon the signature of Daniel J. Lieberman, Esq., Michael Korsinsky, Esq. and Joseph Klein, Esq. The Condominium does not have independent legal counsel. IT IS SUGGESTED AND EXPECTED THAT EACH PURCHASER WILL CONSULT WITH AND BE REPRESENTED BY HIS/HER OWN COUNSEL IN CONNECTION WITH THIS OFFERING.

Engineer/Architect

Frank J. Quatela Architect, P.C. 36-07 169th Street Flushing, NY 11358, Tel : (718) 886-1600 prepared the Description of the Property and has rendered the report thereof as set forth in Part II. The firm has no financial interest in the Property, the Sponsor, the Condominium or any other party interested in this transaction, except for its fee for services rendered in connection with such report. Mr. Quatela has been an architect for over ten years and has prepared reports for the following perfects: 25-63 38th Street, Astoria, New York, 149 Kane Street, Brooklyn, NY, 1655 East New York Avenue, Brooklyn, NY, 392 Dean Street, Brooklyn, NY and 149 Clifton Place, Brooklyn, NY.

The attorney, escrow agent and engineer/architect as enumerated above are not affiliated with the Sponsor.

Z. REPORTS TO UNIT OWNERS

It is the obligation of the Board of Managers of the condominium to give all units owners annually the following documentation:

(a) Pursuant to Article 5.14 of the by laws, Unit Owners shall be provided with a financial statement of the condominium prepared by a certified public accountant or public accountant within (4) four months after the end of each fiscal year of the Condominium, setting forth the receipts and expenditures of the Condominium prepared by an independent accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a Common Expense. Such statement shall be certified while the sponsor is in control of the board of managers.

(b) Prior notice of the annual unit owners' meeting.

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

AA. DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits and documents referred to herein shall be available for inspection by prospective purchasers and by any person who shall have purchased a Unit offered under the Plan or shall have participated in the offering of such Unit, at the office of Korsinsky & Klein LLP., attorneys for the Sponsor, 2926 Avenue L, 2nd Floor, Brooklyn, New York 11210, during convenient weekday hours and shall remain available for such inspection for a period of six (6) years from the First Closing.

There will be a charge of forty cents ($0.40) per page for copying any documents. The Plan and all other exhibits and documents referred to herein shall also be available for inspection and copying by appointment (at a current charge of $0.25 per page) at the office of the Attorney General for the State of New York, 120 Broadway, 23rd Floor, New York, New York 10271. In addition, a set of the floor plans showing the layout, locations, and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed with the Register's Office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board. The Declaration and the By-Laws will be recorded in the Register's Office prior to or concurrently with the First Closing. All deeds conveying, and all mortgages covering, individual Units will also be recorded in such office.

AB. 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 the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document. The Project was not the subject of any "test the market" application.

There are no lawsuits, administrative proceedings, or other proceedings now pending, or any judgments outstanding against the Sponsor, the outcome of which may materially affect this offering, the purchasers of Units, the Property, the rights of existing tenants, Sponsor's capacity to perform all of their obligations under the Plan, the Condominium, or the operation thereof, except as may be further herein expressly set forth.

This property is not the subject of any prior public offerings. The Plan is offered only to persons eighteen (18) years of age or over and entities. In accordance with the provisions of the laws of the State and City of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person because of sex, sexual preference, race, creed, color, national origin, ancestry, or other ground prescribed by law in the sale of the Units offered by the Sponsor pursuant to the Plan or in the leasing of any such Units or any other portion of the Building.

Purchasers have a right to rescind purchase agreements following material adverse amendments. The purchaser shall have a right to rescind by sending written notice to the Sponsor within fifteen (15) days after being presented by the Sponsor with a notice of his right to rescind as contained in the amendment. Sponsor will return any deposit or downpayment to purchasers who rescind within 15 days of the receipt of written notice of rescission.

The Sponsor reserves the right to revise, from time to time, the terms and conditions upon which the Units are to be sold and to otherwise revise the Plan, including revisions affecting the rights, obligations, and liabilities of Sponsor, purchasers, or prospective purchasers, without obtaining the consent of purchasers or others. However, the Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in the case of an uncured default), nor unilaterally change the Offering 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 the Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then existing purchasers or reducing the undertakings or obligations of Sponsor, such purchasers will be given the right to rescind their Purchase Agreements if they notify the Sponsor in writing within thirty (30) days after the presentation of the amendment, and be refunded all monies paid thereunder, if any, within thirty (30) days after such notification to the Sponsor. As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine, or neuter, includes the other two. No person has been authorized to make any statement or presentation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

No contracts or Purchase Agreements have been entered into and no deposits or advances of funds were accepted as of the date the Plan is accepted for filing.

AC. SPONSOR'S STATEMENT OF BUILDING'S CONDITION

The Sponsor adopts the "Description of Property and Building Condition" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the property as set forth in the Description of Property and Building Condition.

At the present time the construction at the Property is competed and the Sponsor anticipates that the first closing will take place in July 2019. At the time of filing the Offering Plan, the Premises does have Certificate of Occupancy. The number and use of the units being offered for sale is identical to the number of units that will be stated in the certificate of occupancy

Dated: January , 2019

Sponsor:
37 CARROL STREET, LLC

PART II

ARCHITECT'S REPORT
37 CARROLL STREET CONDOMINIUM

PREMISES KNOWN AS 37 CARROLL STREET
BROOKLYN, NEW YORK 11231

TAX BLOCK NUMBER 347
TAX LOT NUMBER 49

Prepared by:
Frank J. Quatela Architect, P.C.
36-07 169th Street
Flushing, New York
11358

Dated: 12/20/2018

This "Report" describes the structure known as 37 CARROLL STREET CONDOMINIUM, located in the Borough of Brooklyn, City and State of New York. The structure is located on the North side of Carroll Street distant 220.00 feet West of the corner formed by the intersection of Carroll Street and Columbia Street, in the Borough of Brooklyn, located in Tax Block 347 and designated as Tax Lot 49.

ZONING AND PERMISSIBLE USE

The site is located in an R6B Zone as designated on Map-16A of the 2014 Zoning Resolution (ZR). This zone permits residential use as-of-right.

STATUS OF CONSTRUCTION

§20.7 1. The original building was built approximately in the year 1907 as per NYC Department of Buildings records. §20.7 2. There were no enlargements over the years until the most recent alteration in 2010. The structure is complete, altered under plans filed with, and approved by, the Brooklyn Office of the New York City Department of Buildings and was assigned Application #301503344 (ALT I) and was approved August 01, 2007. Construction was completed on 04/22/2010. The Class of Construction is I-C as described under New York City 1968 Construction Codes. The Department of Buildings has completed inspections and sign-offs. The Certificate of Occupancy was issued on April 22, 2010. §20.7 3. The new building directly next door at 35 Carroll Street has a certificate of occupancy dated October 19, 2018 and is a single family residence. §20.7 4. The building is a four story with mezzanine and will have no commercial or community facility uses within it.

DOCUMENT 1

Sound Insulation

There is no provision for sound insulation in the building, however the assembly of all floors, walls, and spaces are in compliance with all NYS MDL Laws regulating STC ratings as well as NYC Building Code Regulations.

LOCATION

The site is located on the North side of Carroll Street, 220.00 feet west of the corner formed by Carroll Street and Columbia Street, Brooklyn.
It is more particularly described as follows:

Beginning at the point on the North side of Carroll Street, distant 220.00 feet of the corner formed by the intersection of Carroll Street and Columbia Street. Running thence North 100.00 feet; thence West 20.00 feet; thence South 100.00 feet; thence East 20.00 feet and again to the point or place of beginning.

Said site has an area of 2,000.00 square feet. Carroll Street is a 60.00 feet wide street. The existing concrete sidewalk is 11.00 feet wide.

LANDSCAPING AND ENCLOSURES

There is one city owned tree on the sidewalk of the property. There is no fence at the front of the property. There is an existing masonry wall along the west side at the rear yard along the lot line perimeter and a chain link fence at the north and east side of rear yard along the lot line perimeter. Please refer to site plans for further details.

STREETS

The streets beyond the lot lines are the property of New York City. The roadways (Carroll Street) have asphalt paving. Catch basins are located in the streets to catch the storm runoff and flow it into the existing New York City sewer system. They are located on Carroll Street. Street lighting is provided by the City of New York, and consists of vertical stanchions surmounted with LED lamps.

UTILITIES

Water is provided by the City of New York; the building will have one main meter and each unit will be sub-metered and billed for its own water consumption. Electricity for heating, cooking, lighting and general electrical power will be provided by National Grid and each unit will be separately metered and billed directly. Each individual meter will be located in the cellar in the Utility Room. The entire sanitary waste and some of the storm runoff will be carried from the building into the New York Sewer System.

SUB-SOIL CONDITIONS

There are water conditions such as flooding, ponding, or wetness observed in the area of the crawl space, however no water was apparent on the surface at the time of inspection. §20.7(e) There should be no future risks due to the crawl space being damp proofed with a new concrete slab,

storm water detention system and pumps install under the recent alteration application. There is no uneven settling, cracking or movement in the foundation or subgrade structural system. There is no joint decay or cracking mortar. As a precaution, French drain, and sump pumps have been installed for any potential ground water issues or moisture. The water is directly ejected into the city waste water system within Carroll Street. The property is ***not*** located within a Flood Zone or Coastal Erosion area. There is no danger of flooding from bodies of water, mudslides, or erosion. However, the ground water table is high, but is below the existing slab of the crawl space. There is no apparent danger of flooding. No corrective action is required. There is no known knowledge of the property flooding after the Hurricane Sandy event in 2012.

BUILDING SIZE

The structure consists of a cellar, four stories and attic. The structure has a total height of approximately 54.67 feet measured from the adjoining grade to the roof. The lowest level is the cellar, with a floor to ceiling height of approximately 5.83 feet. §20.7(g) 1. There is no minimum required ceiling height of the cellar, therefore the 5.83 feet is permitted. There are four floors above the cellar. The first floor has a ceiling height of approximately 12.00 feet at the main level and 19.00 feet at the lower level of sunken living room, a ceiling height of 7.00 feet at the upper part of the mezzanine. §20.7 (g) 4. The sunken living room is situated at the rear (north side) of the unit facing the rear yard. The level of the sunken living room is aligned with the rear patio. The sunken living room rear wall has two sets of sliding windows and on sliding glass door for access to the yard. The second and third floors have ceiling heights of approximately 10.00 feet, the fourth floor measures 11.00 feet to the top of the wall that meets the sloped underside of the roof structure and the attic has a height of 8.00 feet to the underside of the upper portion of the roof. §20.7(g) 2. Each residential unit will have its own mechanical closet within the unit located at the western wall for a total of four (4) total rooms. The rooms are used for a combination boiler and hot water heater, as well as laundry equipment.

The approximate measurements (gross square footages) are as follows:
Crawl Space/Cellar: approximately (20.00 x 60.00) + 320.85 SF (patio) =1,520.85 SF
First Floor: 20.00 x 60.00 = 1,200.00 SF
Second floor: (20.00 x 53.00) + 140.00 SF (terrace) = 1,200.00 SF
Third Floor: (20.00 x 53.00) + 140.00 SF (terrace) = 1,200.00 SF
Fourth Floor: (20.00 x 38.00) + 299.85 sf (terrace) + 207.55 SF (attic) = 1,267.40 SF

STRUCTURAL SYSTEM

The structural system for this structure is classified mainly as a bearing wall type. A 3" light weight concrete slab over 1-1/2" metal decking will be lain on 14 gauge 10" metal joists 16" on center. This is not a composite system. A light gauge steel framing will be on the floors and will span the full width of the structure, bearing on masonry walls at each end. The foundation will consist of spread footing of concrete on earth, for the bearing walls. The foundation walls are existing concrete. The bearing walls will be of load-bearing masonry blocks. The interior floor at the cellar is concrete slab on grade. The interior floor assembly at the first, second, third and fourth floors will be concrete sub-flooring and finished flooring supported by metal joists; which will be supported by the masonry bearing walls at the ends. The roof will be of epdm roofing membrane, epdm bonding cement, roof

board over 2" rigid insulation over 2" metal deck. The roof over the fourth floor will be supported by light gauge metal joists bearing on the masonry bearing walls. The construction classification of the entire building will be non-combustible construction class I-C. There will be no sound insulation in the building, including impact noise insulation between floors. A subgrade drainage system is not provided for the foundation of the building.

For the laundry rooms, electrical room, mechanical room, cellar hallway, common hallway, utility room, and storage room, the finished floor will be of finished concrete. In each of the apartment units, the finished floors will be polished concrete, except in the bathrooms which will have ceramic or porcelain tiles. The Roof and Backyard will be finished with Stone Pavers.

EXTERIOR OF BUILDING

The two side exterior walls are load bearing masonry brick and the front and rear walls are brick. The interior surfaces of the masonry walls are finished with batt insulation with an R-value of 15 and gypsum wall boards. The exterior wall composition shall have a thermal performance value (U-Factor) of 0.133.

WALLS

For the front exterior wall, a double wythe, 4" common brick, type X gypsum boards, and 22 gauge 3-5/8" cold formed metal studs will be used. For the rear exterior wall, a stucco finish over a 1-1/2" rigid insulation vapor barrier over 2 layers of exterior grade 5/8" type X gypsum board and 22 gauge 3-5/8" cold formed metal studs @ 16" on center will be used. For the interior walls, 1 layer of type X gypsum board will be used with a EIFS barrier type.

WINDOWS

Windows are manufactured by Champion Aluminum Windows. Windows are to be double glazed, aluminum clad and of the casement type, with an air infiltration rating of approximately 0.3 cfm/ft. and a U value of 0.30. There will be no lot line windows in this building. There is no manufacturer's warranty on the windows. ---------- §20.7(h) 1. The windows are approximately 8 years old and in proper working order with all hardware and components in place.

PARAPETS AND COPINGS

The entire parapet and solid stone coping is waterproofed with continuous flashing of epdm roofing membrane secured with epdm bonding cement. The parapet walls are constructed of 8-inch common brick. §20.7(g) 3. The finish parapet height above the roof is 12". The stone coping is firmly anchored to the parapet with mortar. There is a wrought iron railing of 3 feet 6 inches high on the parapet in the front and back of the building. See architectural plans S-2.

CHIMNEYS AND CAPS

There is no chimney flue within the building. Each individual heating boiler within each apartment is directly vented to the exterior of the building at the rear wall. Each penetration is at the floor where the equipment exists. The vents consist of high temperature PVC. There will be no fireplace

in this structure.

BALCONIES AND TERRACES

There are two balconies, one each on the front of the third and fourth floors consisting of 3" light weight concrete slab over 1-1/2" metal decking. The deck finish material will be EPDM roofing. The balustrade and railings will be wrought iron with black paint. The railing design will not create a "ladder effect." The copings will be made of bluestone at the second floor rear and third floor front balconies. The railings will have wrought iron guardrails to a minimum height of 3'-6" around the open sides of the stair opening and metal handrails between 2'-6" and 2'-10" above the nosing treads. The finish of soffits for the balconies will be cement stucco. The doors to balconies will be sliding doors by Champion Aluminum Windows. The frame material will be aluminum. The glass on the doors will be double glazed. A Thermal break will be provided at the bottom of each door.

AREAWAYS

There will be no areaways.

EXTERIOR ENTRANCES

There will be one exterior entrance to the front of the structure, which will be the main entrance. The door will have an aluminum frame with double glazed glass made by Champion Aluminum Windows. It will use a keyed entry lock. An intercom system at the exterior of the door connected to each apartment separately will provide added security. A thermal break will be provided at the bottom of the door. The main entrance will be located on the front facade at the first-floor level flush with grade. This main entrance will lead into a vestibule then to the common stair hall for access to the units on the first, second, third and fourth floors as well as the cellar and mechanical storage areas. There will be one exterior entrance to the rear of the structure, accessible only by the first floor apartment. The door frame material will be aluminum with double glazed glass, made by Champion Aluminum Windows. It will use a keyed entry lock. A thermal break will be provided at the bottom of the door. There is one single garage door located at the front façade of the building on Carroll Street. The door provides access only the the garage area with no intervening space leading into any other portion of the building. Lighting fixtures shall be provided at the front entrance way providing an aggregate illumination of one hundred fifty (150) watts incandescent illumination or its equivalent. There shall also be provided (in the yard area at the rear) at least one light of at least forty (40) watts incandescent illumination. The above requirements shall be in compliance with the New York City Housing Maintenance Code and Multiple Dwelling Laws.

MAILBOXES

A Surface Mounted Vertical Mailbox with 4 Doors (one per unit) and USPS Access made of Aluminum will be located on the left-hand side in the vestibule area.

SERVICE ENTRANCES

There are no service entrances in the building.

ROOF AND ROOF STRUCTURES

There is a sloped roof located above the fourth and attic levels of the structure will be finished with

raised seam metal roofing. It maintains minimum 1/4" per foot slope towards the front and rear of the building running approximately the length of the structure. The roof will be raised seam metal roofing system on rigid insulation over metal decking supported by metal joists. Penetration of ducts, pipes, skylights, etc. shall be properly flashed and waterproofed. Batt insulation, with an R-value of 38 shall be provided at the underside of the roof in the space between the rafters. The expected life span of the roof type is ten to fifteen years. There is no bond or guarantee or warranty on construction materials and workmanship furnished by the Sponsor.

ROOF DRAINAGE

The roof area will be pitched at a minimum slope of 1/4" per foot and drained to metal gutters and leaders to a detention tank at the cellar/crawl space level. The runoff from the detention tank will be transported via storm drainage piping to the existing combined street sewer.

SKYLIGHT

This structure will have one skylight located over the common stair hall at the fourth-floor level. The skylight shall be of plain glass with a wire mesh screen on both sides of the glass and shall be equipped with a fixed or movable ridge ventilator with minimum openable area of 144 square inches as per the New York City Building Code. §20.7 (h) 2. The skylight is mounted on a 6" tall curb with proper pitched flashing for water shed. In addition, there is a skylight above the upper mezzanine also mounted on a 6" high curb, properly flashed for water shed. The skylights are in good working order and free from defects and leaks.

INTERIOR STAIRS

Interior stairs within the public stair hall shall be of 12-gauge steel anchored to existing concrete slab. The stair treads will consist of poured concrete with wire mesh reinforcement. Each tread will be finished with polished concrete. The steel risers maintain a rise as permitted by code. The underside of the stairs is not finished. The handrails will be black wrought iron.

INTERIOR DOORS AND FRAMES

All interior doors to mechanical spaces and electrical meter rooms are to be fireproof self-closing metal doors with metal frames. All other doors inside the units are to be solid core wood doors. All residential unit entrance doors are to be metal fireproof self-closing doors with a minimum fire rating of 1-1/2 hour. Exterior entrance doors to the building located at the first-floor level to be aluminum and glass and not fire-rated.

ELEVATORS

There will be no elevators in this structure.

YARDS

The structure will have one yard at the rear of the building. The rear yard will have a depth of 43.20 feet and planted. The rear yard will have access via sliding doors to the first floor apartment.

COMMON-AREAS

The Common-Areas of the structure will be the first-floor entrance located to the front of the building,

which will provide access to the building. The entrance will provide access to the public halls and stairs that lead to all the floors' units. Access to the cellar level, where the utility and mechanical spaces are located, will also be via the interior stair hall.

LAUNDRY AREAS

Each unit will have its own private laundry closet and hook ups for domestic style washer and gas dryer, which will be provided by the unit owners.

PLUMBING AND DRAINAGE

A new 3-inch fire/domestic (combined) water service will provide both domestic water and fire protection water for the building. Domestic Water system: The building will be provided with a 2" domestic water take-off and proved with a master meter. This building relies on normal New York City water pressure for raising water to the third and fourth floor levels so that no water tanks are required. Water service piping shall be ductile-iron. The main domestic water shut-off valve is located at the cellar level, at the front of the building. The backflow preventer valve is located at the cellar level, in the front of the building.

The interior domestic water piping system is specified to consist of Type L copper tubing. All mains and risers are specified to be insulated with 1-inch thick pre-formed mineral-fiber insulation.

Fire protection system: The building will be provided with a 3" sprinkler water service with 2-inch domestic take-off of type L copper construction and 4" Ductile Iron pipe to support the sprinkler system in the building. At each floor there will be a water flow and tamper switch as well as a drain to drain the system. At the end of construction of the system, an inspection will be conducted. The date and results of the sprinkler inspection, when performed, will be given to the condominium management.

Sprinkler heads shall be upright type, concealed type and sidewall type.

(i) Sprinkler: Piping where concealed shall be black steel pipe, schedule 10 or 40 (in accordance with NYC BC for buildings 6-stories or less in height); piping where exposed shall be black steel, schedule 10 or 40 (depending on pipe size).

(ii) Sprinkler heads: Wet system with sprinkler heads in accordance NYC code. Automatic sprinkler heads are specified to be pendant fully concealed with cover plate; upright and standard sprinkler head; sidewall sprinkler head, quick response rated at 135F; extended coverage sprinkler head, quick response rated at 135F; or approved equal.

(iii) Siamese connection: A 3"x3" fire department (Siamese) connection provided in front of building at Clifton Place 18" (min) above ground level and 36" (max).

Water storage tank(s) and enclosures: There are no water storage tanks

SMOKE DETECTORS/CARBON MONOXIDE DETECTORS

Smoke detector/carbon monoxide detector are a combined unit by Kiddie, model #KN-COSM-IBA. They are 110v AC connected with battery backup supplied in each bedroom in each residential unit. If more than one smoke alarm is required to be installed in an individual dwelling unit, these alarms will be interconnected in such a manner that the activation of one alarm will activate all the other alarms in the same unit. The alarm shall be clearly audible in all bedrooms over ground noise levels

with all intervening doors closed.
There is no Fire Alarm or central station monitoring. §20.7(Y) There are sprinkler heads within the public areas which is a code requirement and installed, inspected and in proper working order. There are no smoke safety devices within the public and common areas and it is not required by NYC Code.

DOMESTIC HOT WATER

Domestic hot water will be provided for each residential unit by gas fired, domestic combination boiler with a take-off for hot water, one per unit, located in each unit's mechanical room. Each unit will be Model #NCB-180E manufactured by Navien, with an input rating of approximately 80,000 BTU per hour (see gas riser diagram on A-601.00 of Plans) Each heater will operate at an efficiency rate of approximately 95%, which will be adequate to provide hot water for each unit. The Sponsor reserves the right to provide hot water heaters from different manufacturers, which are equal or better to those listed above.

HEATING/COOLING

Heating shall be provided by circulating hot water radiant system from individual gas boilers, one per unit. The boiler for each unit will be in the mechanical room within the apartment, manufactured by Navien with 95% AFUE. The Sponsor reserves the right to provide heating boilers from different manufacturers, which are equal or better to those listed above. The HVAC systems utilize natural gas as their energy source. The Radiant heating system has no warranty or guarantee, nor does the architect ensure the quality of the installation.

Air conditioning will be provided to the apartments with each unit having its own separate air conditioning unit (mini split system manufactured by Cooper & Hunter). The first-floor HVAC compressor unit will be located in the rear yard designated area manufactured by Cooper Hunter with a SEER Efficiency rating of 22.5 and is ductless. The HVAC compressor units for the second, third and fourth floor are manufactured by Cooper & Hunter with SEER Efficiency rating of 22.5 and is ductless. The air conditioning is ductless, and the HVAC units are located in the within each unit. All the units are controlled by remote and are non ducted. Each apartment's dedicated condensing units will be located on the balcony. The compressor operates in the forward direction to provide cooling to the apartment units. The compressors use environmentally friendly refrigerant R410A.

The system is designed to meet the requirements of the New York City Energy Code, in effect at the time of the building application approval.

(1) Cooling towers: N.A.
(2) Manufacturer of condensing units: Cooper & Hunter

VENTILATION

Kitchens: Interior residential kitchens are ventilated with an exhaust ventilation hood and system capable of a minimum of 1,200 CFM. Exhaust is accomplished through dedicated ductwork, for each unit, both vertical and horizontal risers which are connected to a centralized exhaust fan located at the roof which terminates above the roof to outdoors.

Bathrooms and laundry closets: These spaces shall be equipped with vertical and horizontal ducts with fans which terminate to the outside air. The minimum rate of exhaust ventilation shall be 50 cfm for bathroom and toilet room areas as required by the New York City Building Code.

SANITARY SEWAGE SYSTEM

Sanitary sewage system: Multiple sanitary plumbing stacks will be provided to collect sanitary waste from bathroom, kitchen, floor drains, clothes washers and other plumbing fixtures. Sanitary stacks will be connected in the cellar / crawl space level and will discharge waste by gravity to the street sewer. The house trap will be located at the cellar crawl space floor level, towards the front of the building. Beyond the house trap there will be an extra heavy cast iron pipe conveying the sewage to the existing 12" combined sewer located in the roadway beneath Carroll Street.

Sewage piping: Cast-iron pipe
Sewage disposal: City of New York.
Permits required: An underground plumbing, above-ground plumbing, sprinkler, permits have been obtained and closed out.

STORM DRAINAGE SYSTEM

The storm drainage system will consist of the roof drains, area and storm drainage piping, which will convey the runoff from part of the roof area to the detention tank to the house storm sewer to the combined sewer within Carroll Street.

REFUSE DISPOSAL

There will not be an incinerator or trash chute for the building. Trash containers which will be locked and located in the front of the building will hold trash containers. Refuse disposal will be the responsibility of each individual unit occupant. They will collect their own garbage and carry it to the containers, where it will be collected by the New York City Sanitation Department on a regular basis upon issuance of the Certificate of Occupancy.

GAS SUPPLY

Type: Natural

Meters: The gas service will be provided by the gas utility Company (National Grid). Building will be supplied with four (4) meters: one gas meter for each of the four units. Gas service shall be provided by National Grid. The piping shall be of black steel.

ELECTRICAL SYSTEM

Service from main service switchgear: 240V single phase electric service will provide approximately 100 amps per residential unit, provided to the building from the Consolidated Edison Company. The main feed will bring the service to (5) separate meters, one each for service to the individual residential units and one for the common-areas. There will be five panels, one for each residential unit, which will separate laundry equipment, dishwasher, kitchen appliances, lights and outlets. All electrical circuitry will be Armored Cable 12-2 & 12-3 installed as per the latest edition of the NYC Electrical Code.

Service to individual units: Each unit will be individually metered by Con Ed direct metering located in the cellar utility area. Each unit will have a minimum 120V, 100amp, single-phase power panel and associated riser equipped with circuit breakers in accordance with NYC Code requirements.

Adequacy:

Service: Electrical circuiting will be provided in accordance with NYC Code.
Lighting and fixtures: Bathrooms, some halls and foyers have ceiling or wall mounted light fixtures. The lighting will meet and exceed code.
Convenience outlets, appliance outlets: Electrical outlets will be provided in accordance with NYC Code.
Panel provided for each apartment has adequate capacity to accommodate general purpose lighting and receptacles, appliance, air conditioning & miscellaneous equipment.
All units – 100amp, single-Phase, 3-Wire, 12 Circuits

The following receptacles shall be provided

Arc Fault Circuit Interrupters (AFCI) and Ground Fault Circuit Interrupters shall be provided.
Tamper-Resistant receptacles in dwelling units.
Water-Resistant receptacles for exterior use.
Three-way switches are provided, where appropriate, throughout the building.

There is no generator at the premises. There is no Emergency lighting for outages.

INTERCOM

The building will be equipped with a video intercom system at the entrance connected to the unit panels which will permit voice contact between the units and the entrance. The intercom will be Video intercom manufactured by Aiphone. An electric door release in the first-floor entry door activated by the unit occupant will release the door for entrance into the building. The Sponsor reserves the right to provide equipment which is equal or better than that listed above.

PUBLIC AREA LIGHTING

Emergency lighting will be provided in all public stairs and corridors.
Lighting fixtures shall be provided in public stairways and hallways on all floors with a flush mount ceiling fixture, by Commercial Electric.
Fixtures shall provide illumination of at least ten (10) watts per twenty-five (25) square feet of floor area. Each lighting fixture shall be provided with one or more lights of a total of not less than sixty (60) watts. In addition, lighting fixtures shall be provided at the front entrance way providing an aggregate illumination of one hundred fifty (150) watts incandescent illumination or its equivalent. There shall also be provided (in the yard area to the rear) at least one light of at least forty (40) watts incandescent illumination. The above requirements shall be in compliance with the New York City Housing Maintenance Code and Multiple Dwelling Laws.

Permits and certificates:

(1) Permits: See Paragraph (b)(3) of this Section for permits and Certificate of Occupancy.
(2) Inspections: Construction, plumbing, sprinkler, fire department, electrical, mechanical, and

DEP have been completed resulting in a new Certificate of Occupancy.

(3) Sprinkler system has to be filed with the Fire Department. The sprinkler system must be inspected yearly by a licensed plumber selected by the Condominium. There is no elevator therefore, inspections are not required.

The only recurring inspections to be done after the building is in operation, including under NFPA 80, is for the sprinkler system.

UNITS

The structure will have four residential units and one Garage unit. For all floors, one unit will be located on each of the floors. There will be a mechanical room located within each unit.
Unit G will consist of a single car garage with a separate entrance from the street.
Unit1 will consist of a studio apartment, one bathroom, living/dining room, kitchenette, laundry closet and mechanical room, access to rear yard/patio.
Units 2-3 will consist of a studio apartment, one bathroom, living/dining room, kitchenette, laundry closet, and mechanical closet and a balcony.
Unit 4 will consist of a studio apartment with an open attic, one bathroom, living/dining room, kitchenette, laundry closet, mechanical closet and balcony.

§20.7(r) The garage unit is 21'-3" long x 13'-4" wide, 301.77 sf. The garage is not designed to accommodate an accessible parking space. The zoning requires that the parking space be used by residents only and not as a separate rentable space outside of the buildings ownership. The finish walls are of masonry and drywall over furred masonry. The flooring is raw concrete and pitched towards a floor drain located within the center of the garage. There is no separate ventilation for the garage unit. Lighting is by a single ceiling fixture operated by a wall switch. The fire protection methods are via a centralized building fire sprinkler system and one smoke and carbon monoxide detector which is hard wired.

UNIT SIZES

The approximate net square footages of each unit are as follows:
Unit G.....301.77 sf (first floor)
Unit 1.....531.64 sf (first floor) + 370 sf (cellar) = 901.34 sf; backyard 800.00 sf
Unit 2.....1,060.00 sf (second floor); terrace 140.00 sf
Unit 3.....1,060.00 sf (third floor); + balcony 40.00 sf
Unit 4.....760.00 sf (fourth floor) + 207.00 sf (penthouse) = 967.00 sf; roof terrace 299.00 sf

DESCRIPTION OF UNIT / STATEMENT OF DIMENSIONS

Dimensions indicated are approximate and shall consist of the area enclosed horizontally to the face of the gypsum board located at the exterior wall of the building and shall be to the face of a partition when a partition divides the unit from corridors, stairs or other units, and vertically by the upper face of the sub-floor of the unit up to the face of the gypsum board forming the upper ceiling of the unit. Door and windows which open from a unit and interior walls of a unit shall be deemed to be part of the unit. The description of the units set forth herein pertains to the location of the walls, floors, and ceilings of the units as they are finally set forth in the certified 'as built' floor plans to be filed simultaneously with the recording of the declaration. All dimensions are approximate. Plans and

dimensions will vary from floor to floor. Notwithstanding anything contained in this report to the contrary, each Unit Owner shall have the right, exercisable at any time and from time to time, to install, at such Unit Owner's sole cost and expense, such decorations, fixtures and coverings (including, without limitation, painting, finishing, wall papering, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity of such Unit or of the Building. The residential units will be finished as described herein:

- The floors of all living, dining and bedroom areas in the units shall be of polished concrete. ***The unit owners may finish with carpet or another material of their choice without nailing into the structure.***
- The walls and ceilings will be gypsum board. When finished, the walls and ceilings will be primed and painted with 2 coats of latex paint in eggshell finish. The unit owners may decorate by finishing with paint, wallpaper, paneling, mirrors, etc.
- Kitchens will have ceramic or porcelain tile covering the floors and gypsum board walls and ceilings.

Bathrooms will be equipped with a wash basin, medicine cabinet, water closet and a combination bathtub/shower. Bathrooms shall have ceramic tile floors. Tile around the bathtubs shall extend to the ceiling. All other bathroom partitions will have tiles to a minimum height of 4'-6" above the finished floor tile. The upper portion will be of moisture-resistant drywall.

UNIT INTERIORS

When completed, the following interior finishes will be installed:

Location	Floors	Walls	Base	Ceiling	Remark
Living Rooms	Concrete	GWB	tile	GWB	All units
Bedrooms	tile	GWB	tile	GWB	All units
Dining Areas	Concrete	GWB	tile	GWB	All units
Kitchens	concrete	GWB & C/P	tile	GWB	All units
Bathrooms	C/P	GWB & C/P	tile	GWB	All units
Laundry Closet	tile	GWB	tile	GWB	All units
Attic	concrete	GWB	Concrete	GWB	4th fl unit
Mechanical Room Laundry room	concrete	GWB	tile		
Stairs and corridors	concrete	GWB	tile	brick	Common

					area
Lobby (vestibule & public hall)	concrete	GWB	tile	GWB	Common area

Legend
C/P = Ceramic/Porcelain Tile
GWB = Gypsum Wall Board
LEAD-BASED PAINT: No lead-based paint is used for this project.

FIXTURE SCHEDULE
Water Closets: shall be manufactured by American Standard with tank also manufactured by American Standard and is made of Hygiene Glaze, floor mounted and with siphon flushing action. Water closets are also to be equipped with a vacuum breaker and shall meet water saving performance standards as per New York City Local Law 29/89.
Countertop lavatory: in accordance with Item 2.1 of Section 1101.3.2 of the New York City Building Code, the 1st Floor countertop lavatory, manufactured by American Standard; on the first floor and floors 2-4, the countertop lavatory manufactured by American Standard.
Bathtubs: shall be manufactured by American Standard, The Sponsor reserves the right to provide fixtures of different manufacturers that are equal or better to those listed above.
Kitchen Equipment
Each kitchen will generally be provided with the following fixtures, appliances and equipment: Wood wall and base cabinets and stone counter tops, steel sinks manufactured by Elkay or equal, one four burner gas range manufactured by Viking, one dishwasher manufactured by Viking, one microwave manufactured by Viking. All appliances not specified within this report are to be supplied by the unit occupant.

HANDICAPPED REQUIREMENTS
In compliance with NYC LL 58, this structure provides access for the handicapped in that there will be flush access located at the front of the structure which will provide access to the first floor unit only.

VIOLATIONS
There are no violations currently on the building.

LANDSCAPING
The rear yard is to be planted about the perimeter. See site plan for additional information.

PARKING AREA
There shall be one single car garage located within the first floor with its own specific lot number.

ADDITIONAL INFORMATION REQUIRED
Site Plan: See attached site plan enclosed.

Floor Plan: See attached plans enclosed.

Floor to ceiling heights of units: Ceiling heights will be minimum 10 feet throughout the building.

Approximate total area of each unit: Approximate total area of each unit is indicated on each floor plan attached to this report.

SPECIAL RISKS

Storage spaces, balconies/terraces and any cellar spaces may not be used for any type of occupancy including, but not limited to, dining, sleeping, living room, recreation, office, etc. To do so may result in a violation against the building being issued by the New York City Department of Buildings. The storage rooms/units may not be used for combustible items as defined in the Building Code. No storage of clothing, furniture, books, papers or any combustible items will be permitted. Unit owners must notify the Managing Agent in writing when a child under the age of eleven (11) years lives or resides (even temporarily) in the unit. Each residential owner shall install, at their own expense, the required window guards in all windows of the unit and shall not remove them until permitted by law in any event, without the full knowledge of the Managing Agent. The Sponsor will not provide any Warranty's. Please be advised that the Sponsor is not providing a NDL (no dollar limit) Manufacturer's Warranty (materials and labor) for the new roof.

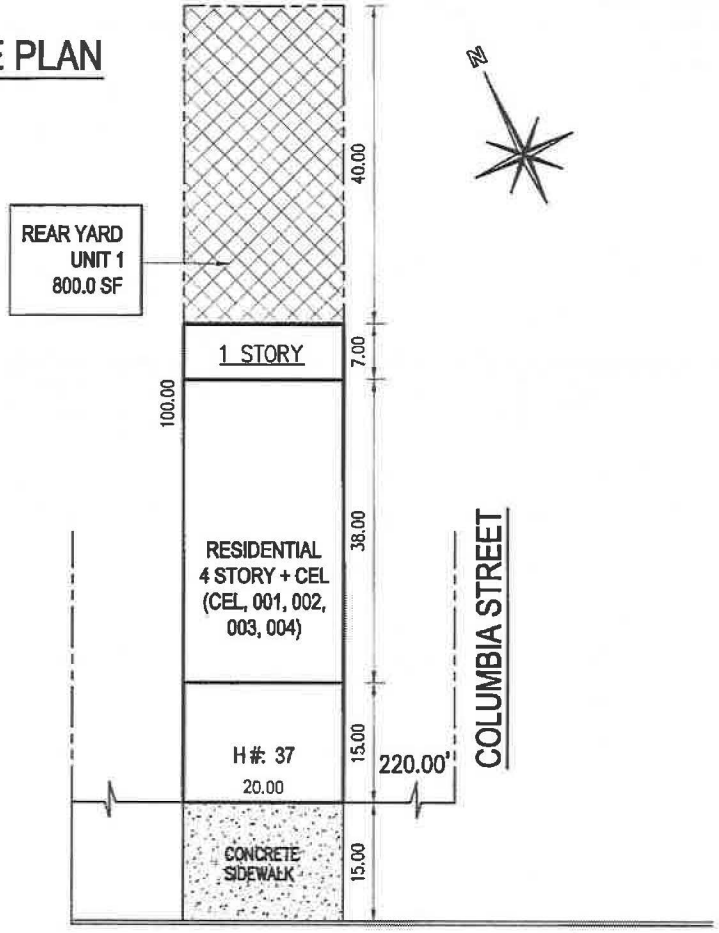
§20.7 (cc) Asbestos - In my professional opinion and after I have personally visited the premises; can hereby state that there is no ACM within the structure, walls or finishes. In addition, the premises was gut renovated in 2010 under alteration type 1, and an asbestos report was provided to the NYC DOB as documentation that the building was and is free from asbestos which was required prior to the issuance of a work permit. NY State law prohibits the use of Asbestos containing materials within any construction. Therefore, I can clearly state that the building does not contain asbestos elements.

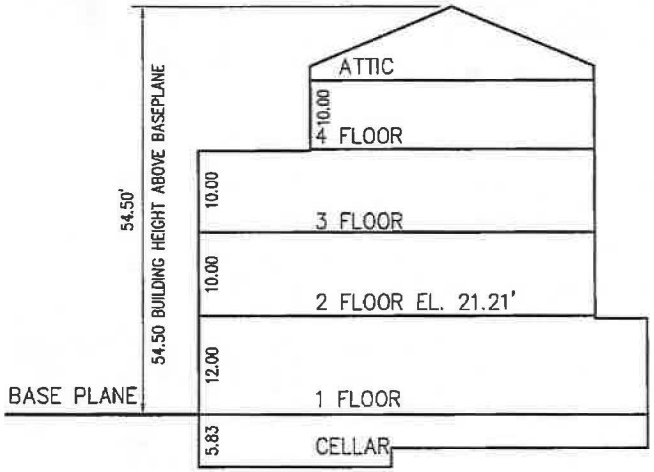
§20.7 (dd) Lead-based paint in my professional opinion and after I have personally visited the premises; can hereby state that there is no lead based paint within the structure, walls or finishes. In addition, the premises was gut renovated in 2010, in which the State law prohibited the use of lead based paint within any construction. Therefore, I can clearly state that the building does not contain lead-based paint.

Frank J. Quatela, R.A./ A.I.A. NCARB



SITE PLAN





0 5 10 20 40

PREPARED BY: FRANK J. QUATELA, RA
DATE: 12/20/2018

CONDOMINIUM PLAN CERTIFICATION

THE REAL PROPERTY ASSESSMENT BUREAU
CITY OF NEW YORK
CERTIFIES THAT

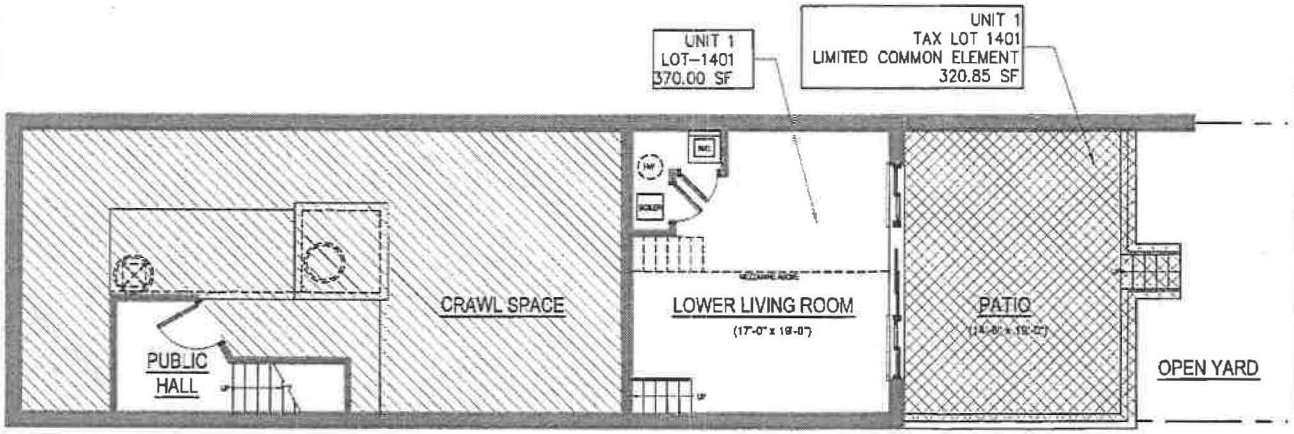
(A) THE ANNEXED FLOOR PLANS CONSISTING OF (8) PAGES COVERING 6 FLOORS (CEL, 001, 002, 003, 004, ATTIC, ROOF) IN PREMISES KNOWN AS:

THE 37 CARROLL STREET CONDOMINIUM
37 CARROLL STREET, BROOKLYN, NY 11231

(B) THE LOT DESIGNATIONS FOR THE SEPARATE UNITS SHOWN THEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER DESIGNATIONS FOR SUCH UNIT AS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE CITY OF NEW YORK BOROUGH OF BROOKLYN

DATE: _____

_____
CARTOGRAPHER
TAX MAP UNIT



CELLAR FLOOR PLAN

0 2 4 8 16

SQUARE FOOTAGE BREAKDOWN
GROSS FLOOR AREA 1,200.00SF
COMMON ELEMENT FLOOR AREA 674.52 SF

PREPARED BY: FRANK J. QUATELA, RA
DATE: 12/20/2018

LEGEND:

UNIT AREA

COMMON ELEMENT

LIMITED COMMON ELEMENT

DIMENSIONS OF UNITS:

THE DIMENSIONS OF UNITS SHOWN ON THE FLOOR PLANS REFLECT THE APPROXIMATE EXTERIOR DIMENSIONS OF EACH UNIT. ACCORDINGLY, THEY MEASURE THE APPROXIMATE DISTANCE FROM THE OUTER FACE OF THE MASONRY OF THE OUTER WALL OF THE BUILDING TO THE CENTER LINE OF THE WALL SEPARATING THE UNIT FROM CORRIDORS, STAIRS, MECHANICAL SPACES AND OTHER UNITS. NO UNIT OWNER SHALL BE DEEMED TO OWN THE STRUCTURAL WALLS SUPPORTING COLUMNS, PIPES, WIRES, CONDUITS OR OTHER PUBLIC LINES RUNNING THROUGH THE UNIT WHICH ARE UTILIZED FOR OR SERVE MORE THAN ONE (1) UNIT. ANY AREA AND/OR INSTALLATION WHICH IS DESIGNATED ON THE FLOOR PLANS AS PART OF A UNIT SHALL BE CONSIDERED AS PART OF SAID UNIT. VERTICALLY, EACH UNIT CONSISTS OF THE SPACE BETWEEN THE UPPER FACE OF THE SUBFLOOR AND THE UPPER FACE OF THE DRY WALL CEILING.

DECLARANT:

NAME: 37 CARROLL STREET LLC

ADDRESS: 37 CARROLL STREET, BROOKLYN, NY 11231

ARCHITECT'S CERTIFICATION:

STATE OF NEW YORK
COUNTY OF _____ :

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

_____

SWORN TO BEFORE ME THIS

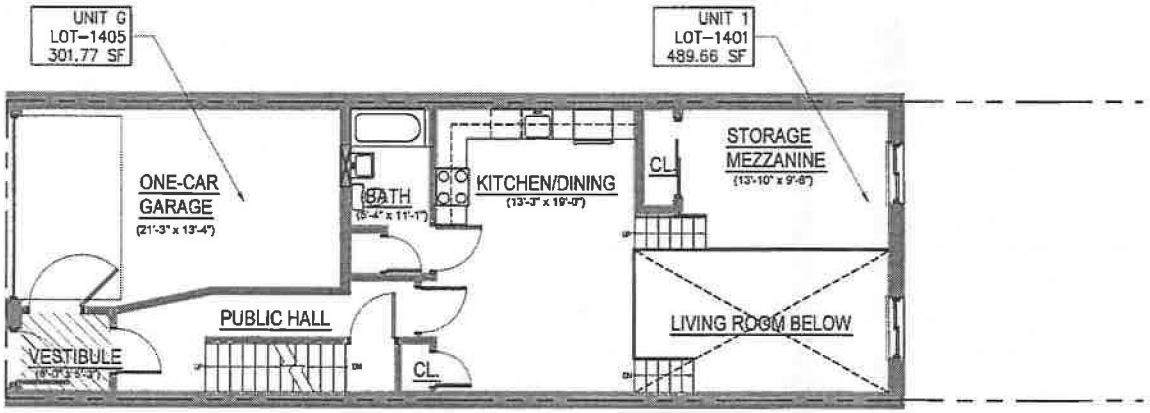
_____ DAY OF _____, 20_____

TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

_____
CARTOGRAPHER



FIRST FLOOR PLAN

0 2 4 8 16

SQUARE FOOTAGE BREAKDOWN
GROSS FLOOR AREA 1,200.00SF
COMMON ELEMENT FLOOR AREA 31.50 SF

PREPARED BY: FRANK J. QUATELA, RA
DATE: 12/20/2018

LEGEND:

UNIT AREA

COMMON ELEMENT

LIMITED COMMON ELEMENT

DIMENSIONS OF UNITS:

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DECLARANT:

NAME: 37 CARROLL STREET LLC

ADDRESS: 37 CARROLL STREET, BROOKLYN, NY 11231

ARCHITECT'S CERTIFICATION:

STATE OF NEW YORK
COUNTY OF _____ :

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

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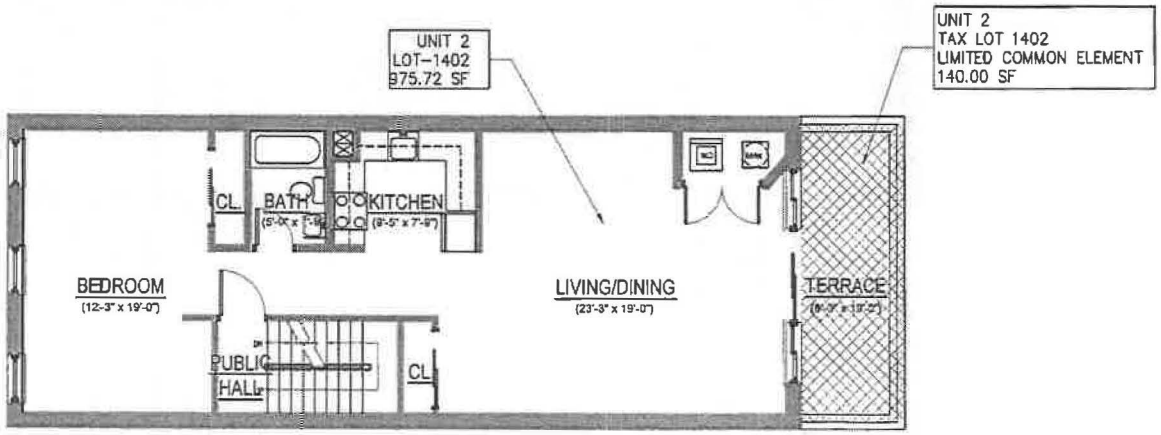
_____ DAY OF _____, 20_____

TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

_____
CARTOGRAPHER



SECOND FLOOR PLAN

0 2 4 8 16

SQUARE FOOTAGE BREAKDOWN
GROSS FLOOR AREA 1,060.00 SF
COMMON ELEMENT FLOOR AREA N/A

PREPARED BY: FRANK J. QUATELA, RA
DATE: 12/20/2018

LEGEND:

UNIT AREA

COMMON ELEMENT

LIMITED COMMON ELEMENT

DIMENSIONS OF UNITS:

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DECLARANT:

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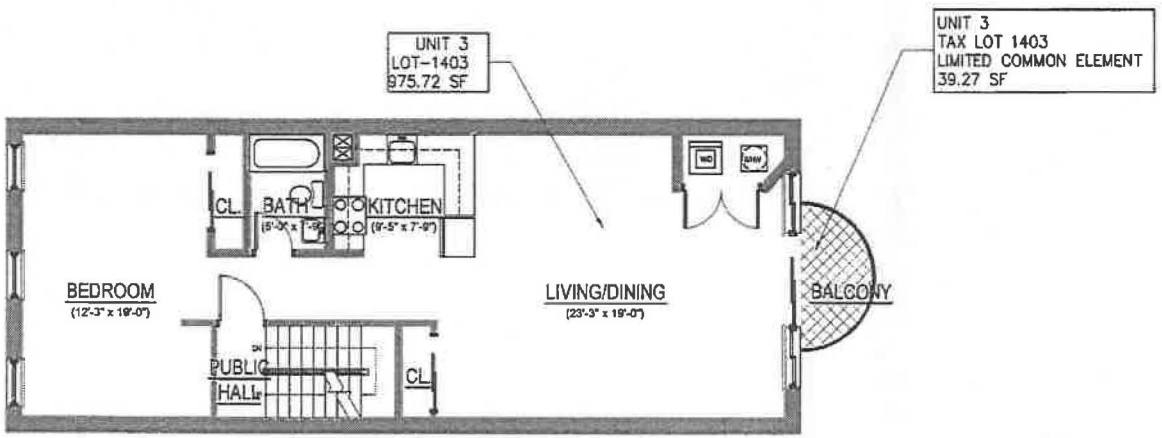
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TAX LOT CERTIFICATION

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DATE: _____

_____
CARTOGRAPHER



THIRD FLOOR PLAN

0 2 4 8 16

SQUARE FOOTAGE BREAKDOWN
GROSS FLOOR AREA 1,060.00 SF
COMMON ELEMENT FLOOR AREA N/A

PREPARED BY: FRANK J. QUATELA, RA
DATE: 12/20/2018

LEGEND:

UNIT AREA

COMMON ELEMENT

LIMITED COMMON ELEMENT

DIMENSIONS OF UNITS:

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DECLARANT:

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ADDRESS: 37 CARROLL STREET, BROOKLYN, NY 11231

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STATE OF NEW YORK

COUNTY OF _____ :

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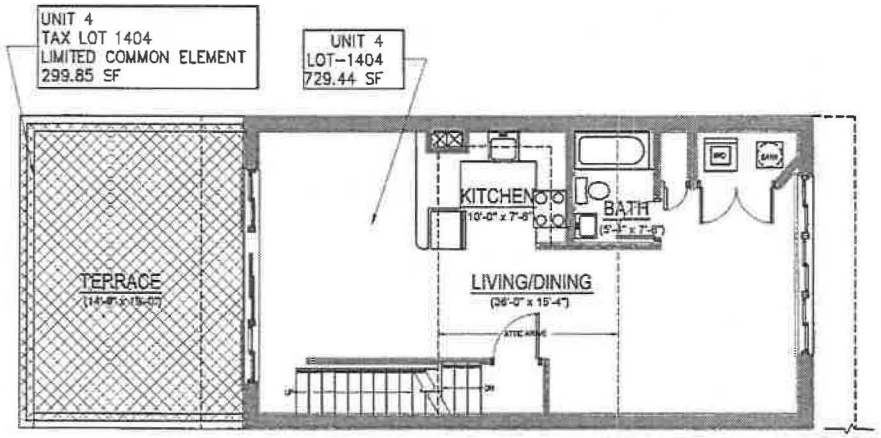
TAX LOT CERTIFICATION

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DATE: _____

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CARTOGRAPHER



FOURTH FLOOR PLAN

0 2 4 6 16

SQUARE FOOTAGE BREAKDOWN
GROSS FLOOR AREA 760.00 SF
COMMON ELEMENT FLOOR AREA N/A

PREPARED BY: FRANK J. QUATELA, RA
DATE: 12/20/2018

LEGEND:

UNIT AREA

COMMON ELEMENT

LIMITED COMMON ELEMENT

DIMENSIONS OF UNITS:

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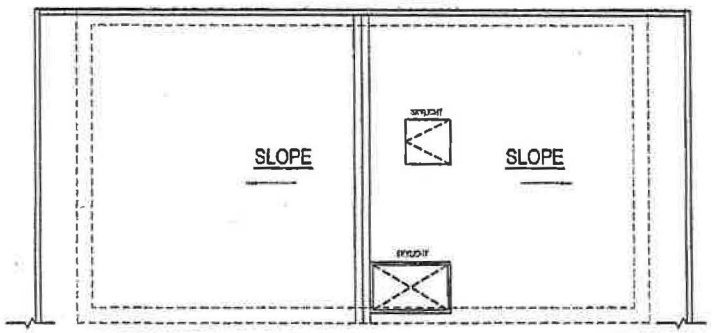
_____ DAY OF _____, 20_____

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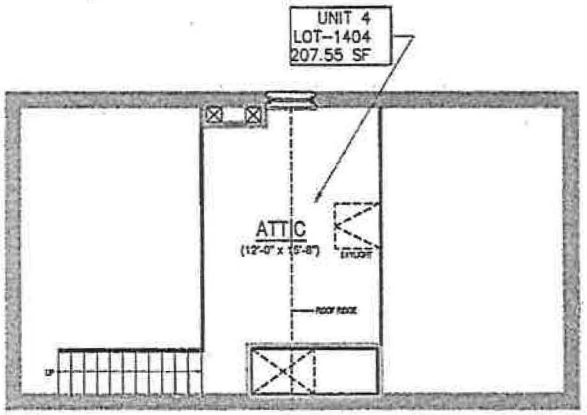
DATE: _____

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CARTOGRAPHER



ROOF PLAN

0 2 4 8 16



ATTIC FLOOR PLAN

0 2 4 8 16

SQUARE FOOTAGE BREAKDOWN
GROSS FLOOR AREA 760.00 SF
COMMON ELEMENT FLOOR AREA N/A

PREPARED BY: FRANK J. QUATELA, RA
DATE: 12/20/2018

LEGEND:

UNIT AREA

COMMON ELEMENT

LIMITED COMMON ELEMENT

DIMENSIONS OF UNITS:

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_____ DAY OF _____, 20_____

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DATE: _____

_____
CARTOGRAPHER

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PURCHASE AGREEMENT
37 CARROLL STREET CONDOMINIUM

Date of this Agreement:_____

Residence Phone:_____

Business Phone:_____

Purchaser(s) Name:_____

Address:_____

Unit No. _____

Percentage Interest in Common Property:_____

Estimated Closing Date:_____

10% Down Payment: $_____

Amount of Mortgage, If applicable (see Exhibit B) $_____

Balance Due at Closing $_____

Total Offering Price $_____

Purchaser(s)' Attorney_____

Purchaser(s)' Attorney's Address & Telephone No._____
_____

Broker's Name, Address & Telephone No._____
_____

SELLERS' ATTORNEY: Daniel J. Lieberman, Esq.
c/o Korsinsky & Klein LLP
2926 Avenue L, 2nd Floor
Brooklyn, New York 11210
Dl@kklawfirm.com
Tel. (718)943-7022
Fax.(718)312-3588

DOCUMENT 2

THIS AGREEMENT is made as of , 20 , between 37 CARROL STREET, LLC, (hereinafter called the "Sponsor"), having an address at 3037 Avenue U, Brooklyn, New York, and (hereinafter called the "Purchaser"), having an address at_____

W I T N E S S E T H:

1. Definitions

The following terms shall have the meanings ascribed to them:

(i) "Building" shall mean the structure known as 37 CARROLL STREET, BROOKLYN, NEW YORK.

(ii) "Closing Date", "closing", "closing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of the Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Offering Price and the delivery to Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.

(iii) "Condominium" shall mean the 37 CARROLL STREET CONDOMINIUM.

(iv) "Declaration" shall mean the Declaration of the 37 CARROLL STREET CONDOMINIUM establishing ownership of the Property.

(v) "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.

(vi) "Property" shall mean the Building and the land on which it is erected.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

2. Plan

Purchaser acknowledges having received and read the Plan at least three (3) full business days prior to Purchaser's signing this Purchase Agreement. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the proposed Condominium Documents contained in Part II of the Plan) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the estimated Common Charges, the estimated real estate taxes to be paid by Purchaser, or the "Schedule B--Budget for First Year of Condominium Operation" of the 37 CARROLL STREET CONDOMINIUM. Any such amendments shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Offering Price and may be made by Sponsor without Purchaser's consent or approval. The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full opportunity to examine all documents, and investigate all statements, made herein and in the Plan.

3. Agreement to Purchase and Sell

Purchaser agrees to purchase from Sponsor, and Sponsor agrees to sell to Purchaser, the unit designated as Unit Number _____ in Building Number 37 CARROLL STREET,

BROOKLYN, NEW YORK(hereinafter called the "Unit") in the Declaration, together with its undivided interest (hereinafter called the "Common Interest") in the Common Elements, on and subject to, the terms and conditions set forth herein.

4. Purchase Price

A. The Offering Price for the Unit (exclusive of closing adjustments and costs referred to in Paragraphs 13 and 14 below) is $ which Purchaser agrees to pay to the Sponsor

(i) $ (hereinafter called the "Down Payment") is due on Purchaser's signing and submitting of this Agreement and is to be paid by Purchaser's personal check, receipt of which (subject to collection) is hereby acknowledged by Sponsor;

(ii) $ (hereinafter called the "Balance"), constituting the balance of the Offering Price, is due on the delivery to Purchaser of the deed to the Unit and must be paid by Purchaser's personal certified check or official cashier's check, in either event drawn on a bank that is a member of the New York Clearing House Association.

B. The payment of the Balance and acceptance of deed to the Unit by Purchaser shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing.

C. Purchaser is not required to pay the Balance or accept title to the Unit unless concurrently with, or prior to, closing all the prerequisites set forth under "Closing and Terms of Sale" in Part I of the Plan are met.

IF PURCHASER DESIRES TO CONDITION THIS PURCHASE AGREEMENT UPON OBTAINING FINANCING FROM A LENDING INSTITUTION, PURCHASER MUST PROPERLY COMPLETE, INITIAL AND RETURN THE SECURED LOAN CONDITION RIDER (TO BE AMENDED AS EXHIBIT A HERETO) TOGETHER WITH THIS PURCHASE AGREEMENT. THIS PURCHASE AGREEMENT WILL NOT BE CONDITIONED UPON A PURCHASER'S SECURING SATISFACTORY FINANCING UNLESS PURCHASER PROPERLY COMPLETES, INITIALS AND RETURNS WITH THIS PURCHASE AGREEMENT SAID SECURED LOAN CONDITION RIDER.

SPONSOR IS NOT OBLIGATED TO EXTEND OR ARRANGE FINANCING. NO REPRESENTATION IS MADE THAT BANK FINANCING WILL BE AVAILABLE TO PURCHASER OR AS TO THE AMOUNT, TERMS AND CONDITIONS UPON WHICH SUCH FINANCING MAY BE GRANTED OR THE COST TO OBTAIN SAME.

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 Residential Units in a building or group of building be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining

a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the Residential Units in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell an Residential Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

If the obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing, any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the Offering Price. Prospective Purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing.

5. Purchase Monies Held in Trust

The Department of Law has revised its regulations to eliminate the Attorney General's authority to adjudicate disputes regarding the disposition of deposits, down payments, or advances ("Deposits") received by Sponsor pursuant to New York General Business Law ("GBL") §§ 352-e(2-b) and 352-h. The changes only impact Purchasers who have not received a fully executed Purchase Agreement prior to the date of service of this Amendment. For all other Purchasers, the disclosures set forth in the Procedure to Purchase Section of the Plan shall continue to govern.

(i) Revised Procedure to Purchase Section of the Plan and The Procedure to Purchase Section of the Plan regarding escrow trust fund requirements is hereby replaced with the following disclosures set forth herein. The Purchase Agreement, as set forth in Part II of the Plan, is hereby replaced with the revised Purchase Agreement attached hereto to be executed by Sponsor, Purchaser and Escrow Agent.

(ii) The Escrow Agent: Korsinsky & Klein LLP, with an address at 2926 Avenue L. 2nd Floor, Brooklyn, New York 11210, telephone number (718)943-7022, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorney to serve as signatory: Daniel J. Lieberman, Esq., Michael Korsinsky, Esq. & Joseph Klein, 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.

(iii) The Escrow Account: The Escrow Agent has established the escrow account at Citibank NA located at 1220 Avenue J, Brooklyn, NY 11230 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Korsinsky & Klein LLP Attorney Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Korsinsky & Klein LLP, 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 Purchase 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 the Interest On Lawyers Account. 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.

(iv) Notification to Purchaser: Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten(10) business days of 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 through their attorney once the Deposit is placed in the Escrow Account. If the Purchaser's attorney does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

(v) Release of Funds: All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be commingled 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 the terms and conditions set forth in the Escrow Agreement upon closing of title to the Unit; or

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

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

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

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

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

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

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

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

If Purchasers have accounts at the same bank as Sponsor's account that holds escrowed funds, Purchaser funds at the escrow bank factor into the $250,000 insurance limit for losses sustained by a Purchaser limitations. Under present FDIC guidelines, funds deposited by a fiduciary on behalf of a person or entity (the "owner") are insured as the deposits of the owner Funds deposited by a fiduciary insured separately from an Owner's other deposit accounts at the same bank are added to any other deposits the owner holds in the same ownership category at the same bank, and insured up to the applicable limit.

6. Closing Contingent on Plan Being Declared Effective

A. The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan, as same may be amended from time to time. Purchaser understands and agrees that the Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter, in certain limited cases set forth in the Plan (see the section in the Plan entitled "Effective Date" for full details). The Plan will be abandoned or deemed abandoned if it has not been declared effective within the time limits prescribed in the Plan. The Sponsor shall notify Purchaser, in writing or by a duly filed Amendment to the Plan, when the Plan becomes effective or is abandoned.

B. If the Plan is abandoned or does not become effective or if after being declared effective the Plan shall not be consummated for any reason on or before twenty-four (24) months from the date the Offering Plan is accepted for filing by the Department of Law, this Agreement shall be deemed canceled and all monies paid by Purchaser hereunder shall be disbursed in accordance with the provisions of Paragraph 6 above. After the funds are so disbursed, Purchaser and Sponsor shall have no claim against each other or the Selling Agent in connection with this Agreement or the Plan and all of same shall be released and discharged from all liabilities and obligations hereunder and under the Plan.

7. Closing Date and Place

The closing of title shall occur on the date and at the time and place in The City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice. Sponsor shall have the right, from time to time, to adjourn such 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 (10) business days' prior written notice of the new scheduled date and time for closing.

8. The Deed

At closing, Sponsor shall deliver to Purchaser a Bargain and Sale Deed with covenant against grantor's acts transferring to Purchaser full ownership (fee simple title) to the Unit. The deed shall be substantially in the form reproduced as Document Number 5 in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Such executed deed shall be delivered immediately to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Purchaser or Purchaser's attorney).

9. State of Title

Legal ownership to the Unit shall be transferred to Purchaser at closing subject only to the liens, encumbrances and title conditions (hereinafter called the "Permitted Encumbrances") enumerated in Exhibit A to this Agreement. 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 said representative of Purchaser's title insurance company (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 against its collection or enforcement out of the Unit.

10. Title Company Approval

Sponsor shall give, and Purchaser shall accept, as any reputable title company doing business in the state of New York will approve and insure, provided only the liens, encumbrances and conditions affecting title shall be the Permitted Encumbrances.

11. Sponsor's Inability to Convey Title

In the event 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 $5,000.00 to render title marketable or to remove, cure or comply with any violations of record issued prior to the First

Closing, and in such case, Sponsor may abandon the Plan. In no event shall Sponsor be obligated to cure violations of record which are the obligations of tenants to cure or which result from the acts or omissions of tenants, or violations noted with respect to radio or television antennae.

12. Closing Adjustments

A. At closing, Sponsor and Purchaser shall apportion, as of midnight of the day preceding the closing:

(i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the fiscal or calendar year for which assessed, including water charges and sewer rents (if separately assessed) and any escrows for real estate taxes; and

(ii) Common Charges for the month in which title closes;

The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

B. In the event the Unit has not been separately assessed for n 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 n current real estate taxes assessed against the Property. If the Unit has been separately assessed but the closing occurs before the tax rate is fixed, then the apportionment of real estate taxes shall be based upon the latest tax rate applied to the most recent assessed valuation.

C. Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. This provision shall survive the closing.

D. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by the Purchaser and shall not be considered a defect in title.

13. Purchaser's Closing Costs At the time of title closing, each Purchaser of a Unit will pay certain closing costs in addition to the legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan and are subject to change without prior notice or amendment:

(1) If such Purchaser elects to obtain fee title insurance, he or she will pay a premium therefor to his or her title insurance company which will vary depending upon the amount of insurance requested. The premium for fee title insurance, should be $714.00 for the first $100,000.00 and an additional fee insurance of $4.00 for each $1,000.00 or fraction thereof of additional fee insurance.

(2) fees for recording the deed of approximately $350.00, the Unit Owner's Power of Attorney of approximately $150.00 and $250.00 for the preparation of the ACRIS transfer tax documents and each and every redraft thereof;

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

  (a) a fee for recording the mortgage of approximately $350.00;

  (b) a mortgage recording tax in the amount provided for by law (at the date of the Plan,

the tax is 1.8% of the face amount of the mortgage for mortgages under $500,000.00 and 1.925% for mortgages of $500,000.00 or more);

(c) Purchasers will pay a premium through for the mortgage title insurance policy. In addition, if the Sponsor shall take out a construction loan Purchaser shall pay the costs of filing the UCC-3 Financing Statements (approximately $100.00), and will also pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser is entitled under Section 339-ee(2) of the Condominium Act. All such payments shall be made upon execution of the loan documents.

(d) all costs and expenses in connection with such loan in amounts determined by the lender. Sponsor makes no representation or warranty as to such closing costs or expenses or as to the availability of such financing.

(4) Although a Seller's statutory responsibility, Purchaser shall pay the Real Property Transfer Tax due to The City of New York. This tax is in the amount of one percent (1%) of the total Offering Price of the Unit under $500,000.00 and 1.425% for purchase over $500,000.00. The Purchaser shall also pay for the New York State deed documentary stamps (currently $2.00 per $500.00, or fractional portion thereof of the Offering Price) imposed by statute on transferors of property. The amount of the Real Property Transfer Tax paid by the Purchaser is added to the Offering Price as additional consideration upon which the Real Property Transfer Tax is based. The total amount of the transfer taxes is then added to the Offering Price and the transfer tax is calculated in accordance with the percentages set forth above. For sale in excess of $1,000,000.00, Purchaser shall be required to pay 1% "mansion tax" to the State of New York

(5) Purchaser will be required to deposit the sum of $750.00 with the Board of Managers for the initial contribution to the working capital fund.

(6) Purchaser shall be obligated to pay a fee of $2,250.00 to KORSINSKY & KLEIN LLP. (hereinafter the "Sponsor's Attorney") for services rendered in connection with the preparation of the closing documents and the closing. If Purchaser shall obtain financing, Purchaser shall be required to pay the Sponsor's Attorney an additional fee of $250.00. If the closing shall not take place in the offices of the Sponsor's Attorney, then Purchaser shall be required to pay Sponsor's Attorneys a travel fee of $450.00. If the closing shall be adjourned due to Purchaser's failure to close as required, then Purchaser shall be required to pay Sponsor's Attorneys an adjournment fee of $900.00

(7) Purchasers shall be required to pay the Sponsor a fee of $2,500.00 for the cost of the offering and the proportionate share of the insurance premium for the first year.

All fees are cumulative to the extent applicable to an individual Purchaser.

14. Power of Attorney to Board of Managers and Sponsor

At closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or if no representative is present, then to Sponsor's attorney) for recording in the New York City Register's office of the County of New York, State of New York, a power of attorney in favor of the Board of Managers relative to purchasing or leasing of Units and in favor of Sponsor relative to amending the Condominium Documents to the extent permitted in the power of attorney. The power of attorney shall be substantially in the form set forth in Document Number 4 in Part II of the Plan. After being recorded, the power of attorney shall be sent to the Condominium Board.

15. Transfer Tax Return

At closing, Sponsor and Purchaser shall each duly complete and sign before a Notary Public the transfer tax return required to be filed with The City of New York. The transfer tax return shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer.

16. Events of Default

A. The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 8 herein;

(ii) Purchaser's failure to duly sign, notarize and deliver at closing the power of attorney pursuant to paragraph 16 above or the New York City transfer tax return pursuant to Paragraph 17 above;

(iii) The failure to pay, perform or observe any of the 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 sole right shall be to cancel this Agreement by sending Purchaser thirty (30) days' prior written notice of its intention to do so (the "Cancellation Notice"). Pursuant to the Cancellation Notice the Purchaser shall have thirty (30) days from the date of the Cancellation Notice within which Purchaser must cure the specified default. If the default is not timely cured, then Sponsor shall have the right to retain, as and for liquidated damages, the Down Payment (but in no event to exceed ten percent (10%) of the Offering Price of the Unit) plus the cost of any special work in the Unit ordered by Purchaser, without interest (unless interest is earned), (hereinafter called the "Liquidated Sum"), and any sums in excess thereof shall be returned to Purchaser promptly thereafter. As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment. Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

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

D. Notwithstanding the occurrence of an Event of Default Sponsor may, in its sole discretion, keep this Agreement in effect and proceed to close title without prejudicing Sponsor's right to recover from Purchaser's damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, legal fees and costs of collection). Nothing herein shall be construed to mean that Seller is obligated to extend the closing date beyond thirty (30) days. Any extension granted shall be done so in the Sponsor's sole discretion.

17. Purchaser's Remedies.

In the event that any of the representations and warranties set forth in the offering plan shall be untrue or incorrect as of the date made or on the Closing Date, or if Sponsor shall fail to perform any of Sponsor's undertakings, the sole remedy under the provisions of this plan and the Purchase Agreements of purchasers who are in good standing under their respective Purchase Agreements shall be to rescind their Purchase Agreements and be refunded their entire down payment plus the cost of title searches, if any. As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment.

Any conflict between the Plan and the Purchase Agreement shall be resolved according to the terms of the Plan. Nothing contained in the Purchase Agreement or the Plan shall be construed to waive a purchaser's rights or abrogate Sponsor's obligations under Article 23-A of the GBL.

18. Appliances and Equipment

A. The Unit is being sold unfurnished, without window blinds or shades and will contain only the appliances and equipment described above and in the Plan. Furniture, wall coverings, furnishings, decorations, and the like in or about any model Unit are for display purposes only and are not included in this sale. Residential Units will be offered with their walls and ceiling primed and covered and with one coat of finished paint in a light, neutral color. Purchaser will be responsible for any repainting and touch-ups necessitated from moving in. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement, and Purchaser should not rely thereon. Sponsor shall not be liable for minor variations from any floor plans or sketches.

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

19. The Building and the Unit.

A. The Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the architectural "plans and specifications" (defined in the Plan), subject to the right reserved by Sponsor to modify and amend the Plan and the "plans and specifications" in order to substitute materials, equipment or fixtures of equal or better quality and design, provided only that the approval of any governmental authorities having jurisdiction thereover. Equal to or better quality shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable. The existence of a Certificate of Occupancy for the Building is deemed presumptive evidence that the Building and the Unit have been fully completed.

20. Inspection of Unit.

At least ten (10) days before the Balance is to be paid, the Selling Agent shall notify the Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete,

date and sign the Inspection Statement (in the form set forth as Exhibit C to this Agreement) and deliver same to the Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the completed Inspection Statement, shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit.

21. Possession; Risk of Loss A. The 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 Offering Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been substantially repaired to as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or other Unit Owners) and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing.

B. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Condominium's By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited hereunder, without interest (unless interest is earned), whereupon the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain the Liquidated Sum pursuant to Paragraph 20 above.

22. No Representation

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the estimated Common Charges and estimated real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as may be specifically represented herein or in the Plan; Purchaser having relied on Purchaser's own examination and investigation thereof. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchaser the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans, is accurate or correct, provided the layouts and dimensions

conform substantially to such Floor Plans and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. The provisions of this Paragraph 24 shall survive the closing of title.

23. Notices

All notices, elections, consents, demands and communications (collectively called "notices" or individually called "notice") shall be delivered by email with proof of transmission; or personally; or given in writing by registered or certified mail, return receipt requested, postage prepaid, and, if sent to Purchaser, addressed to Purchaser at Purchaser's address given in the preamble to this Agreement or to his attorney and, if sent to Sponsor, addressed to the Sponsor, Daniel J. Lieberman, Esq., c/o Korsinsky & Klein LLP, 2926 Avenue L. 2nd Floor, Brooklyn, New York, New York 11210. Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch, station or depositary maintained by the U.S. Postal Service in the City and State of New York, except that a notice of a change of address shall be deemed given when actually received.

25. Broker

Purchaser represents to Sponsor that the Selling Agent is the only broker or sales agent with whom Purchaser has dealt in connection with this transaction. Sponsor agrees to pay the commission due the Selling Agent pursuant to separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Selling Agent, on account of any acts of Purchaser or of Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from any and all liabilities and expenses in connection therewith, including (without limitation) reasonable legal fees and disbursements. The provisions of this Paragraph 26 shall survive the closing.

26. No Lien; Agreement Subject to Mortgage A. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder. This Agreement shall not be recorded and any purported recordation hereof by Purchaser shall constitute an Event of Default.

B. In furtherance and not in limitation of the provisions of the preceding subparagraph A, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date unless Purchaser assumes such mortgages. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Offering Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any

such mortgage is subordinated to the Declaration and the Unit is released from the lien of such mortgage at closing.

27. Entire Agreement

This Purchase Agreement, together with the Plan, as the Plan may be amended from time to time, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understandings and agreements.

28 Joint Purchasers

The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

29. Liability of Sponsor

A. Sponsor shall not have any liability to Purchaser or others with respect to any of Sponsor's obligations under this Agreement or the Plan or otherwise in excess of the net proceeds paid to Sponsor from the sale of all Unsold Units after payment of, or reserve for, any liabilities, costs or expenses of Sponsor arising out of the promulgation of the Plan, the offering of the Units for sale and the consummation of the transactions contemplated in the Plan.

B. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of 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 of transportation, strike, lock-out, action of labor unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

30. Further Assurances

Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31 Severability

If any provision of this Agreement or the Plan is invalid or unenforceable as against person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

32 Strict Compliance

Any failure by Sponsor to insist upon strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof,

irrespective of the number of violations or breaches which may occur, and Sponsor, notwithstanding any failure, shall have the right thereafter to insist upon strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

33. Governing Law

The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York.

34. Waiver of Jury Trial

Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement, or the relationship created hereby and hereby consent to a bench trial. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

35. Gender

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

36. Certain References

The term "herein", "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Paragraphs, subparagraphs or other provisions are references to Paragraph, subparagraphs or other provisions of this Agreement.

37. Captions

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

38. Successors and Assigns

The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

39. No Oral Changes

This Agreement cannot be changed or any provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

40. Acceptance of Purchase Agreement A. On or prior to Purchaser's signing and delivering this Purchase Agreement, Purchaser agrees (if requested) to complete, sign and deliver to the Selling Agent an application form furnished by Sponsor. Such application shall be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor.

B. The submission of such application or this Purchase Agreement to Purchaser does not constitute a binding obligation on either Purchaser or Sponsor. No such binding obligation shall arise until duplicates of this Purchase Agreement are executed by, and delivered to, both Purchaser and Sponsor (or Sponsor's duly authorized agent). If, within twenty (20) days after the Selling Agent receives this Purchase Agreement signed by Purchaser, a duplicate of this Agreement signed by Sponsor or its authorized agent is not sent or delivered to Purchaser, then it shall be deemed rejected and of no force or effect, and all monies paid by Purchaser shall be promptly refunded. As the downpayment shall be held in an Interest On Lawyers Account ("IOLA") there will be no interest refunded on the downpayment. 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, sexual preference, race, creed, color, national origin, ancestry, disability, marital status or other ground proscribed by law.

41. Agreement Not Assignable;
This Purchase Agreement is not assignable.

42. Facsimile Signatures
Facsimile signatures shall be deemed original signatures of all intents and purposes.

43. Purchaser's Intent to Occupy the Residential Unit
Purchaser hereby represents that Purchaser intends to occupy (or have one or more members of Purchaser's family occupy) the Residential Unit

44. Smoking Policy
Pursuant to the provisions of Local Law 147 which amends the Administrative Code of the City of New to require that all class A multiple dwellings-i.e., buildings with three or more residential dwelling units-adopt a written smoking policy for the building that is disclosed to all residents and incorporated into all leases, purchase agreements, and building governing documents. As such, smoking is prohibited throughout the entire Building, including, without limitation, interior spaces of all Residential Units, balconies and terraces appurtenant to Residential Units, hallways, landings, stairwells, elevators, storage rooms, lobby, courtyards, building rooftop, basement, laundry room, pool area, and within 25 feet of the building entrances. Smoking is further prohibited to the extent it causes secondhand smoke to drift into the Building. The terms "smoke" and "smoking" mean inhaling, exhaling, or breathing tobacco or any other plant, chemical or other substance, or carrying or controlling any lighted, burning, smoldering or heated cigarettes, cigars, pipes or other similar devices containing tobacco or any other plant, chemical or other substance, including without limitation hookahs, marijuana, cigarillos, and E cigarettes. This prohibition against Smoking applies to the Unit Owners and occupants, residents and any guest, agent, licensee, tenant or invitee of Unit Owners, all of whom are hereby prohibited from smoking or permitting others to smoke in any part of the Building or from causing secondhand smoke to drift into the Building. Vaporization or inhalation of liquids and/or oils attendant to the use of medical marijuana by any of the foregoing persons to whom a medical marijuana card has been issued shall not be deemed to constitute "Smoking" within the meaning of this provision.

45: FinCEN: Pursuant to regulations promulgated by the U.S. Department of Treasury, Financial Crimes Enforcement Network ("FinCEN") title insurance companies are required to collect and report information about the persons involved in certain residential real estate transactions in all five (5) boroughs of New York designated as the Geographic Targeting Order ("GTO"). The GTO requires title insurance companies to identify and report to FinCEN the natural persons behind companies making certain "all-cash" - i.e., without a bank loan or other similar form of external financing - purchases of residential real property located in New York City and several other jurisdictions ("covered purchases") covered purchases as as follows:

(1) The purchaser is a legal entity (e.g. LLC, Corporation & Partnerships);

(2) The purchaser purchases residential real property located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan, and Staten Island;

(3) The total purchase price is in in the amount of $300,000 or more;

(4) The purchase is made without a bank loan or other similar form of external financing; and

(5) The purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Purchaser:

_____L.S.

_____L.S.

Purchaser's Address:

_____

Accepted and Agreed to:
37 CARROL STREET, LLC.

By:_____

Date Accepted: _____

ESCROW PROVISIONS AGREED TO
KORSINSKY & KLEIN LLP

BY_____
DANIEL J. LIEBERMAN, ESQ.

EXHIBIT A: 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. State of facts which an accurate survey or personal inspection of the Land would show, provided such facts would not prevent the use of the Unit for dwelling purposes.
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 and Sponsor and the Floor Plans, all as may be amended from time to time.
4. Consents by Seller or any former owner of the Land for the erection of any structure or structures on, under or above any street or street on which the Land may abut.
5. Any easement or right of use in favor of handicapped persons or any easement or right of use in favor of any utility company for electricity, steam, gas, telephone, water, or other service, and the right to construct, use, maintain, repair, and replace all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building.
6. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax (which is to be paid by the Condominium Board).
7. Encroachments of shrubbery, stoops, areas, steps, doors, ledges, window sills, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, sewerage pipes, air-conditioning units, canopies, ramps, and similar projections, if any, on, over, or under the Property or the streets or sidewalks or property abutting the Property and the rights of governmental authorities and adjoining property owners to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.
8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.
9. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.
10. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, n current installment shall be adjusted at closing).
11. Any encumbrance as to which the title insurance company which insures Purchaser's title to the Unit would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.
12. Certificate of Occupancy to be issued covering the Building.
13. Any violations against the Property (other than the Unit) which are the obligation of the Condominium Board or another Unit Owner to correct.
14. Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Purchaser's title to the Unit.

EXHIBIT B: SECURED LOAN CONDITION RIDER

THIS RIDER IS ANNEXED TO AN FORMS A PART OF THE PURCHASE AGREEMENT, DATED: _____

SPONSOR: 37 CARROL STREET, LLC

PURCHASER: _____

PREMISES: 37 CARROLL STREET, BROOKLYN, NEW YORK.

UNIT: _____

This Agreement will be contingent upon Purchaser obtaining a "satisfactory loan commitment" provided that Purchaser shall comply with all the terms and conditions set forth below. A "satisfactory loan commitment" shall mean a commitment issue by a commercial bank, licensed mortgage banker who is a direct lender, savings bank, savings and loan association, insurance company, pension fund, or other institutional lender doing business in the State of New York of Purchaser's choosing ("Purchaser's lender") or by the lender designated by Sponsor, as defined below, for a condominium unit loan, either conventional, variable, renegotiable or adjustable to be evidenced by Purchaser personal note and secured by a mortgage upon the Unit not to exceed seventy five percent (75%) of the Offering Price (the "Maximum Loan Amount"), for a term of no more than thirty (30) years, at prevailing interest rates, plus points and upon such other terms and conditions as are usual and customary for the issuer of such commitments and generally. Purchaser may apply for more than seventy-five percent (75%) financing or for a loan with a shorter term than than thirty (30) years, however, Purchaser's failure to obtain financing in excess of seventy-five percent (75%) or for such shorter or longer term shall not excuse Purchaser from Purchaser's obligations under this Agreement or entitle Purchaser to cancel this Agreement in accordance with the provisions of this Paragraph.

Purchasers must complete, sign and submit a loan application to any Lender of its choosing and to the Designated Lender. within five (5) business days after receipt by Purchaser's attorney of a fully executed Purchase Agreement. Thereafter the purchaser must cooperate in good faith to obtain and close the loan. A Purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal and origination fees (if any).

Purchaser agrees to pay all necessary fees and to furnish, deliver and/or execute promptly all affidavits, statements or other documents in connection with Purchaser's loan applications and to furnish promptly truthful, accurate and complete information about Purchaser and members of Purchaser's family and any other information required by Purchaser's lender. Purchaser shall accept any satisfactory commitment letter issued by Purchaser's lender within the required time period for acceptance, and Purchaser shall pay the application, appraisal, commitment, origination or other fees in respect to the loan charged by Purchaser's lender, and Purchaser shall otherwise comply with the requirements of the commitment letter in all respects.

Purchaser shall have 30 days after receipt by his attorney of a fully executed Purchase Agreement to obtain a loan commitment. In the event that a Purchaser in unable to procure a commitment within the time specified, then Purchaser shall have five (5) days to notify Sponsor. Sponsor shall then have ten (10) days thereafter notify Purchaser that Sponsor has elected one of the following options, in its sole discretion (such notice, an "Election Notice"): (i) Sponsor may allow Purchaser to apply for financing with another lending institution (an "Alternate Lender"); (ii) Sponsor may extend the time for Purchaser to obtain financing from Purchaser's lender; or (iii)

Sponsor may cancel this Agreement, unless within five (5) days after Purchaser receipt of the Election Notice canceling this Agreement, Purchaser notifies Sponsor that Purchaser expressly waives this financing contingency provision and confirm this Agreement as an "all cash" transaction

In the event Purchaser is notified by the lending institution of the rejection of his application, the Purchaser must furnish the Sponsor with a copy of the application and the rejection letter within five (5) days receipt thereof.

If Sponsor elects either to allow Purchaser to make applications to one or more Alternate Lenders or to extend Purchaser's time to obtain a satisfactory loan commitment from Purchaser lender or the Designated Lender, Purchaser shall have thirty (30) days after receipt of such Election Notice in which to obtain a satisfactory loan commitment from such Alternate Lender(s), Purchaser's lender or Designated Lender, as the case may be. If Sponsor elects to allow Purchaser to make application(s) to one or more Alternate Lenders, Purchaser must submit such application(s) within three (3) days after receipt of the Election Notice and provide Sponsor with a copy of each such application within two (2) days of the date each such application is submitted by Purchaser to each such Alternate Lender. If Purchaser does not obtain a satisfactory loan commitment within said thirty (30) day period (or Purchaser's application is rejected), Purchaser will notify Sponsor of such inability within three (3) days after expiration of such thirty (30) day period ("Purchaser's Cancellation Notice"), in which event, provided Purchaser have complied with the conditions set forth herein and further provided that Purchaser is not otherwise in default hereunder, this Agreement shall be deemed canceled and of no further force and effect and the Down Payment (together with any deposit made for extras or special work ordered, less any amount of such deposit required to cover expenses Sponsor may have incurred or will incur in reliance on Purchaser request for such special work or extras) shall be returned to Purchaser. If Purchaser does not so notify Sponsor within the time period specified, with TIME BEING OF THE ESSENCE, this Agreement will remain in full force and effect and Purchaser will be bound hereto and will be expected to close title hereunder and pay the balance of the Offering Price for the Unit on the scheduled closing date. Purchaser's failure to do so may result in termination of this Agreement and forfeiture of the Down Payment plus the cost of any special work as liquidated damages.

If Sponsor elects to cancel this Agreement and Purchaser does not waive the financing contingency as set forth in clause (iii) above, so long as Purchaser has complied with the terms and conditions herein and Purchaser is not otherwise in default hereunder, this Agreement shall be deemed canceled and of no further force and effect and the Down Payment (together with any deposit made for extras or special work ordered, less any amount of such deposit required to cover expenses Sponsor may have incurred or will incur in reliance on Purchaser request for such special work or extras) shall be returned to Purchaser.

If Purchaser obtain a satisfactory loan commitment and such commitment is due to expire prior to the anticipated closing date, Purchaser will use due diligence and agree to apply timely in writing to obtain an extension of such commitment. If Purchaser use due diligence and Purchaser is not able to obtain an extension of the commitment prior to the date the original commitment expires, Purchaser will notify Sponsor in writing of such inability together with proof thereof at least five (5) days prior to expiration of the original commitment. If the commitment is from Designated Lender, Sponsor may, but shall not be obligated to, at such time, attempt to extend the expiration

date of the commitment. If Purchaser fails to give such notice in a timely manner, Purchaser will be bound to this Agreement, notwithstanding the lapsed loan commitment, and will be expected to close title hereunder and pay the balance of the Offering Price for the Unit on the scheduled closing date in accordance with the terms of this Agreement. In any event Purchaser understand that Purchaser shall be obligated to pay any and all fees required by the lender issuing a satisfactory loan commitment if an extension is necessary.

At closing, Purchaser will execute all instruments, papers, statements or other documents necessary to close the loan (and if this Agreement is executed by one party on behalf of more than one purchaser the one party agrees that the other party(ies) will join in the application for and closing of the loan).

PURCHASER'S FAILURE TO COMPLY WITH MY OBLIGATIONS HEREIN SHALL BE DEEMED A WAIVER BY PURCHASER OF THE FINANCING CONTINGENCY AND MY LIMITED CANCELLATION RIGHTS AS SET FORTH HEREIN AND PURCHASER SHALL BE EXPECTED TO CLOSE TITLE TO PURCHASER'S UNIT AND PAY THE BALANCE OF THE OFFERING PRICE DUE ON THE SCHEDULED CLOSING DATE WITH OR WITHOUT FINANCING. PURCHASER'S FAILURE TO DO SO MAY RESULT IN TERMINATION OF THIS AGREEMENT AND FORFEITURE OF THE DOWN PAYMENT PLUS THE COST OF ANY SPECIAL WORK AS LIQUIDATED DAMAGES.

All documentation provided by Purchaser in connection with any loan applications made pursuant to the terms of this Paragraph are hereby made a part of this Agreement.

To the extent a commitment is conditioned on the sale of Purchasers current home and/or other property, payment of any outstanding debt, no material adverse change in Purchaser financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met; however, a commitment conditioned on the Purchasers lending's approval of an appraisal shall not be deemed a "commitment" hereunder until an appraisal is approved. Purchaser's obligations hereunder are conditioned only on issuance of a commitment. Once a commitment is issued, Purchaser is bound under this contract even if the Purchaser's lender fails or refuses to fund the mortgage loan for any reason.

If after the issuance of a commitment the lender shall fail to fund or otherwise retract the commitment through no fault attributable to Purchaser, the Purchaser shall have the right upon 10 days notice to Sponsor to cancel this contract and receive a refund of the downpayment. As the downpayment shall be held in an Interest on Lawyers Account ("IOLA") there will be no interest refunded on the downpayment.

Purchaser(s)

37 CARROL STREET, LLC.

_____

_____

Sponsor

_____

EXHIBIT C

FINAL INSPECTION REPORT

Re: 37 CARROLL STREET CONDOMINIUM
Unit No.
Date:

Dear Sir:

As a result of my final inspection, please be advised that except as otherwise noted I/we found the following item in good condition, free of chips, mars, breaks or other defects.

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs, and smoke alarms, will be installed just prior to my/our date of moving. I/we agree that I/we will sign off each item requiring adjustment or repairs as it is completed.

_____ _____

Sponsor's Representative Purchaser's Signature

_____

Purchaser's Signature

UNIT OWNER'S POWER OF ATTORNEY
37 CARROLL STREET CONDOMINIUM

Any terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of the premises known as 37 CARROLL STREET CONDOMINIUM and by the street number 37 CARROLL STREET, BROOKLYN, NEW YORK, under Article 9-B of the Real Property Law of the State of New York, dated and recorded in the Kings County office of the Register in The City of New York on in Reel _____ at page _____ hereinafter referred to as "Declaration"), or (b) in the By-Laws of 37 CARROLL STREET CONDOMINIUM (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned, residing at 37 CARROLL STREET, BROOKLYN, NEW YORK, the owners of the Condominium Unit (hereinafter referred to as the "Undersigned's Unit") known as Unit No. _____ in 37 CARROLL STREET CONDOMINIUM, said Unit being designated as Tax Lot _____ in Block_____ the Tax Map of the borough of Brooklyn of the Real Property Assessment Department of The City of New York and on the Floor Plans, do hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with any interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owner's 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 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 do all things in said premises that the undersigned could do if the undersigned were personally present and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning, resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Condominium Board deems necessary or appropriate.

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

DOCUMENT 3

IN WITNESS WHEREOF, the undersigned have executed this Unit Owner's Power of Attorney as of the day of ,

_____ _____

STATE OF)
) SS.:
COUNTY OF)

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

_____
Notary Public

STATE OF)
) SS.:
COUNTY OF)

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

_____
Notary Public

CONDOMINIUM UNIT DEED

THIS INDENTURE, made the day of , by and between 37 CARROL STREET, LLC having an address at 1202 Halsey Street, Brooklyn, NY (hereinafter referred to as the "Grantor"); and with an address at (hereinafter referred to as the "Grantee").

W I T N E S S E T H:

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

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit No. _____ in the building (hereinafter referred to as the "Building") known as 37 CARROLL STREET CONDOMINIUM and by the street number 37 CARROLL Street, Borough Brooklyn, County of Kings, City and State of New York, said Unit being designated and described in a certain declaration dated _____ made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Property") upon which the Building is situate (which Land is more particularly described in Schedule A annexed hereto and by this reference made a part hereof), which declaration was recorded in the Kings County office of the Register of The City of New York. This Unit is also designated as Tax Lot _____ in Block _____ of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building and filed with the Real Property Assessment Department of The City of New York and also filed in the City Register's Office.

Together with an undivided % interest in the Common Elements (as such term is defined in the Declaration);

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions, agreements and other provisions set forth in the Declaration and the By-Laws of 37 CARROLL STREET CONDOMINIUM, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute the covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other 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 the Grantee, and the heirs or successors and assigns of the Grantee, forever.

DOCUMENT 4

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board (as such term is defined in the Declaration) or provided in the Declaration or in the By-Laws, the Unit is intended for residential use.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws).

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

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The Grantee has examined the Unit and is purchasing the same in its existing condition.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR:
37 CARROL STREET, LLC.

GRANTEE:

By:_____

By:_____

By:_____

STATE OF)
) SS.:
COUNTY OF)

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

_____
Notary Public

STATE OF)
) SS.:
COUNTY OF)

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

_____
Notary Public

SCHEDULE A

DESCRIPTION OF THE LAND

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as

37 CARROLL STREET
BROOKLYN, NEW YORK

Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name: 37 CARROLL STREET CONDOMINIUM

Declarant:

37 CARROL STREET, LLC

Date of Declaration:

Record & return to:

DANIEL J. LIEBERMAN, ESQ.
C/O KORSINSKY & KLEIN LLC
2926 AVENUE L. 2ND FLOOR
BROOKLYN, NY 11210

The land affected by the within instrument
lies in Section , Block , FKA Lot
NKA Lots:
on the Tax Map of BROOKLYN,
City and State of New York

DOCUMENT 5

INDEX TO DECLARATION

Article	Subject
1	Definitions
2	Submission of the Property
3	Area and Location of the Land
4	Description of the Building
5	Name of the Condominium
6	The Units
7	The Common Elements
8	Determination of Common Interests
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10	Easements for the Enjoyment of Common Elements
11	Other Easements
12	Alterations, Additions, Improvements and Changes to Unsold Units
13	Acquisition of Units by the Condominium Board
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16	Covenant of Further Assurances
17	Covenants to Run with the Land
18	Amendments to this Declaration
19	Consents of Sponsor
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Exhibit	Subject
A	Description of the Land
B	Description of the Units
C	Table of Definitions
D	By-Laws

DECLARATION
of
37 CARROLL STREET CONDOMINIUM
Pursuant to Article 9-B of the Real
Property Law of the State of New York

37 CARROL STREET, LLC.("Declarant"), having an address at 1202 Halsey Street, Brooklyn, New York hereby declares as follows:

Article 1: Definitions

All capitalized terms used in this Declaration that are not otherwise defined the Articles hereof shall have the meanings set forth in Exhibit C annexed hereto, unless the context in which the same are used shall otherwise require. All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Article 2: Submission of the Property

The Sponsor hereby submits the land (the "Land") hereinafter described, together with the building and improvements thereon erected (the "Building") owned by the Sponsor in fee simple absolute (the Land and Building being hereinafter referred to collectively as the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act").

Article 3: Area and Location of the Land

The land has dimensions of approximately square feet and is located in the Borough of Brooklyn, County of Kings, City and State of New York. See Exhibit A attached hereto for a description of the land.

Article 4: Description of the Building

The Building is comprised of four (4) residential Units (hereinafter referred to as the "Units"). The principal materials of which it is constructed are bricks, concrete blocks, with wood beams and studs.

Article 5: Name of the Condominium

The Condominium shall be known as 37 CARROLL STREET CONDOMINIUM.

Article 6: The Units

(a) Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its designation number; (ii) its tax lot number; (iii) its approximate location in the Building; (iv) its approximate area; (v) the number of rooms contained therein; (vi) the portions of the Common Elements to which such Unit has immediate access; and (vii) the Common Interest appurtenant to such Unit. The precise location and areas of each Unit within the Building is shown on the Floor Plans of the Building, certified by the engineer, intended to be filed in the Office of the City Register simultaneously with the recording of this Declaration and are made a part of this Declaration. The Floor Plans shall govern in the event of any inconsistency between the written part of the Declaration and the Floor Plans.

Description of Unit:

(b) Statement of Dimensions Dimensions indicated are approximate and shall consist of the area enclosed horizontally to the face of the gypsum board located at the exterior wall of the building and shall be to the face of a partition when a partition divides the unit from corridors, stairs or other units, and vertically by the upper face of the sub-floor of the unit up to the face of the gypsum board forming the upper ceiling of the unit. Door and windows which open from a unit and interior walls of a unit shall be deemed to be part of the unit No Unit Owner shall be deemed to own the supporting columns, pipes, wires, conduits or other public lines running through the Unit which are utilized for or serve more than one (1) Unit.

The description of the units set forth herein pertains to the location of the walls, floors, and ceilings of the units as they are finally set forth in the certified `as built' floor plans to be filed simultaneously with the recording of the declaration. All dimensions are approximate. Plans and dimensions will vary from floor to floor.

(c) Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner shall have the right, exercisable at any time and from time to time, to install, at such Unit Owner's sole cost and expense, such decorations, fixtures and coverings (including, without limitation, painting, finishing, wall papering, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity of such Unit or of the Building.

Article 7: The Common Elements

(a) The Common Elements consist of the Land and those rooms, areas and corridors and other portions of the Building (other than the Units), as well as those Facilities therein, either currently or hereafter existing for the common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property. Without intention to limit the generality of the foregoing in any respect, Common Elements include:

(i) the Land;
(ii) all foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, floors, roofs, and ceilings in, on or under the Building, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof;
(iii) all vestibules, stairs, mechanical and electrical equipment spaces and yard area, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof;
(iv) all central and appurtenant installations and Facilities for services such as power, light, telephone, gas, sewer, plumbing, drainage, hot and cold water distribution, ventilation, garbage disposal, and other mechanical and electrical systems to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof, if any; and
(v) all other parts of the Property and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property.

(b) 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 15 hereof and Section 5.5 of the By-Laws.

Limited Common Elements

Certain portions of the common elements are limited in use to specified Unit Owners, subject to the right of the Board of Managers to enter upon any such limited area for maintenance, repair or improvement of a Unit or common element and subject to the rules of the Board of Managers. Any portion of the common elements which is not limited in use may be used by any Unit Owner subject to rules and regulations promulgated by the Board of Managers. The common elements are not subject to partition nor are they severable from the Units except in accordance with the Real Property Law. Following are detailed descriptions of the irrevocably limited common elements:

1. Each of the balconies or terraces, if any, to which there is a direct and exclusive access from the interior of a Unit, shall be for the exclusive use of such Unit; as such they are Limited Common Elements.

2. Any area or installation which services one Unit but fewer than all of the Units.

Article 8: Determination of Common Interests

In accordance with Section 339-i(1)(iv) of the New York State Condominium Act, the percentages of Common Interests of each of the Units have been allocated based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit.

Article 9: Use of Units

(a) As more particularly set forth in the By-Laws, each Unit may be used in accordance with the use permitted by local law and zoning regulations and the Certificate of Occupancy, and not more than one family may occupy a Unit at one time. A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such Family Members or guests).

Article 10: Use and the Enjoyment of Common Elements

(a) Subject to the terms of the By-Laws and the Rules and Regulations, Sponsor, the Unit Owners, the Selling Agent, the Managing Agent, the Condominium Board and all officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Common Elements, and the Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

(b) Notwithstanding anything to the contrary contained in paragraph (a) 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 and shall have the right to use any one or more Unsold Units as sales, rental and/or management offices and/or as model units. Such Unsold Units shall remain Units within the

meaning of this Declaration, the By-Laws and the Condominium Act, and shall not comprise a part of the Common Elements. In addition, Sponsor reserves the right, to the extent permitted by law, to use one or more portions of the 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 the exterior walls thereof) and the Property.

Article 11: Other Easements

(a) Subject to the terms of the By-Laws and to the Rules and Regulations, each Unit Owner shall have, in common with all other Unit Owners, an easement to use any of the Common Elements, and all pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Unit or the Common Elements to the extent that such Common Element and utility distribution system serves, or is necessary to the service of, his or her Unit, and each Unit and all of the Common Elements shall be subject to such easement. In addition, each Unit Owner shall have a reasonable right of access through any other Unit for the purpose of entry to any part of his Unit where there is no other means of access to such part of his Unit or Limited Common Elements allocated to his Unit. In addition, the Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and the rights of access granted in this paragraph shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted only upon reasonable notice, except that no such notice shall be necessary in the event of repairs or replacements immediately necessary or required for the preservation or safety of the Building, for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building.

(b) Sponsor reserves for itself, for so long as it shall own any Unsold Unit(s), and grants to the Condominium Board, on behalf of all Unit Owners, the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Sponsor or the Condominium Board, 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 agent, shall have the right of access to each Unit and to the Common Elements in furtherance of such easement. However, such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

(c) Each unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

(d) If (i) any portion of the Common Elements now encroaches upon any Unit or upon any other portion of the Common Elements, (ii) any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or (iii) any such encroachment shall hereafter occur as a result of (x) the settling or shifting of the Building, (y) any repair or alteration made to the Common Elements in accordance with the terms of this Declaration and the By-Laws, by, or with the consent of, the Condominium Board, by Sponsor or Sponsor's designee, or (z) any repair or restoration made to the Building or any portion thereof, to any Unit, or to the Common Elements in accordance with the terms of this Declaration and the By-Laws after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Building or the affected Unit or Common Elements shall stand.

(e) Sponsor reserves to itself, its successors and assigns all rights and easements necessary to complete construction and sale of all Units and improvements in the Condominium, including rights of ingress, egress and access, rights to tie into and utilize utility lines and facilities, rights to maintain model units, sales and other offices and to install signs and to bring prospective purchasers upon the Property for inspection thereof.

(f) In addition, a right of access is hereby granted to the unit owners, their successors, heirs and assigns, for the purpose of gaining access to the 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. However, the right shall only be exercised in a reasonable manner.

(g) In addition to the specific easements set forth in this Article 11 and in Article 10 hereof, the Property and every portion thereof shall be subject to all easements and rights of access prescribed in the Condominium Act.

Article 12: Alterations, Addition, Improvements and Changes to Units

(a) Units. Each Unit Owner shall have the right, upon prior consent of the Board of Managers, which consent shall not be unreasonably withheld, to:

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

(ii) change the layout of his unit;

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

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

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

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

In the event that any unit is subdivided, the subdivided units shall jointly share the vote allocated to the original unit. The Declarant have accepted the present use and construction of the building "as is".

Article 13: Acquisition of Units by the Condominium Board

If (i) any Unit Owner surrenders his or her Unit, together with its Appurtenant Interests, to the Condominium Board pursuant to the terms of the By-Laws or of Section 339-x of the Condominium Act or (ii) the Condominium Board, pursuant to the terms of the By-Laws or otherwise, either (x) acquires or leases a Unit, together with its Appurtenant Interests or (y) purchases a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title or the leasehold estate, as the case may be, and to such Unit and such Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or such designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

Article 14: Power of Attorney to the Condominium Board

(a) Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution, the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(x) acquire or lease any Unit, together with its Appurtenant Interests, (1) whose owner desires to sell, convey, transfer, assign, lease, or surrender the same or (2) that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(y) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(z) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate.

(b) In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Owner's Power of Attorney in the form set forth in Document No. 4 to this Declaration.

Article 15: Termination of Condominium

The Condominium shall continue until terminated by (i) casualty loss, condemnation, or eminent domain, as more particularly provided in the By-Laws or (ii) withdrawal of the Property from the provisions of the Condominium Act by a vote of at least sixty-six and two-thirds percent (66 2/3%) of all Unit Owners in number. No such vote under clause (ii) in the preceding sentence shall be effective without the written consent of the Mortgage Representatives, if any, which consent shall not be unreasonably withheld or delayed. In the event that said withdrawal is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in accordance with the factors set out in the New York State Condominium Act Section 339-i(1)(iv), which is based on floor space, subject to the location of such space and the

additional factors of relative value to other space in the Condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and overall dimensions of the particular unit and the fair market value of such unit. In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. No payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens.

Article 16: Covenant of Further Assurances

(a) Any Person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or a sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action, as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Unit Owner or any other person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that such Unit Owner or Person is required to take pursuant to this Declaration, then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(c) If any Unit Owner or the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that the Condominium Board, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of Sponsor, then Sponsor is hereby authorized as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner, or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner, or other Person, as the case may be.

Article 17: Covenants to Run with the Land

(a) All provisions of this Declaration, the By-Laws and the Rules and Regulations, including, without limitation, the provisions of this Article 17, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon, and shall inure to the benefit of, the owner of all or any part thereof, or interest therein, and his or her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights, in, or for the benefit of, the general public. All present and future owners,

tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, the entering into a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease.

(b) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be for the purposes of submitting the Property to the provisions of the Condominium Act.

(c) Subject to the terms of paragraph (b) of this Article 17, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

Article 18: Amendments to this Declaration

(a) Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Sponsor or its designee of any Unsold Units, any provision of this Declaration may be amended, modified, added to, or deleted by the vote of 66 2/3% of all Unit Owners, taken in accordance with the provisions of the By-Laws. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Sponsor or its designee or any Unsold Units, no amendment, modification, addition or deletion pursuant to the preceding sentence shall be effective without the written consent of the Mortgage Representatives, if any, which consent shall not be unreasonably withheld or delayed. No such amendment, modification, addition, or deletion shall be effective until

recorded in the Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Sponsor or its designee or any Unsold Units, any such amendment, modification, addition, or deletion shall be executed by the Condominium Board as attorney-in-fact for the Unit Owners, which power shall be deemed to be coupled with an interest, and the 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 under Articles 9, 10, 11, 12, 14 and 15 of this Declaration, this Declaration may not be amended, modified, added to, or deleted unless 66 2/3% of all Unit Owners affected thereby approve such amendment, modification, addition, or deletion in the manner set forth above.

(b) Sponsor or its designee or any Unit Owner shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute, acknowledge, and record (or, at Sponsor's or such designees' sole option, to require the Condominium Board or any other Unit Owners to execute, acknowledge, and record) in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration together with such documents, plans and maps as Sponsor or such designee or Unit Owner deems appropriate to effectuate the same:

(i) to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor or such designee or Unit Owner in accordance with the terms of Article 12 hereof; or

(ii) required by (x) an Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Sponsor to insure title to any Unit; provided, however, that any amendment made pursuant to the terms of subparagraph (i) or (ii) of this paragraph shall not (i) change the Common Interest of any Unit other than a Unit owned by Sponsor, (2) require a material, physical modification of any Unit other than a Unit owned by Sponsor, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in subparagraph (1) or (2) of this paragraph) or the holder of such mortgage (in the event described in subparagraph (3) of this paragraph) shall consent thereto by joining in the execution of such amendment.

(c) Any amendment to this Declaration may be executed: (i) if on behalf of Sponsor pursuant to the terms of paragraph (b) hereof, by any principal of Sponsor or (ii) if on behalf of the Unit Owner pursuant to the terms of paragraph (b) hereof, by such owner or (iii) if on behalf of the Unit Owners or by the Condominium Board, by the President or Vice President and the Secretary or an Assistant Secretary of the Condominium. If the amendment requires the approval of a specified percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-Laws) in writing without a meeting, in which Certification shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

(d) 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 for so long as Sponsor or its designee owns any Unit if the same would (i) unreasonably interfere with the sale, lease, or other disposition of a Unit owned by Sponsor or

such designee; (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit reserved to Sponsor or such designee; or (iii) impose any charge or fee against Sponsor or such designee, including but not limited to a fee for the transfer or sale of a Unit to be charged to either the purchaser or the seller, in addition to assessment for common charges.

(e) The provisions of this Article 18 may not be modified, amended, added to, or deleted, in whole or in part, without the consent of Sponsor or its designee.

Article 19: Consents of Sponsor

Wherever the consent, approval, satisfaction, or permission of Sponsor or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction, or permission shall not be required when Sponsor or such designee no longer owns any Units.

Article 20: Person to Receive Service

The Declarant or any successor Managing Agent is hereby designated to receive service of process in any action that may be brought against the Condominium.

Article 21: Incorporation by Reference

The terms, covenants, conditions, descriptions, and other information contained in (i) the Property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the table of definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Unit Owner's Power of Attorney annexed hereto as Exhibit E; and (vi) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if the same were set forth at length in the text hereof.

Article 22: Waiver

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Article 23: Severability

Subject to the provisions of paragraphs (b) and (c) of Article 17 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise provided herein, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provision of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

Article 24: Successors and Assigns

The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Sponsor or, with consent of Sponsor, any transferee of all of n 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 25: Gender

A reference in this Declaration to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Article 26: Captions

The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

IN WITNESS WHEREOF, the Declarant have caused this Declaration to be executed as of the nd day of , .

Declarant:37 CARROL STREET, LLC

_____

STATE OF)
) SS.:
COUNTY OF)

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

_____
Notary Public

EXHIBIT A TO THE DECLARATION
OF 37 CARROLL STREET CONDOMINIUM

DESCRIPTION OF THE LAND

EXHIBIT B TO THE DECLARATION OF
37 CARROLL STREET CONDOMINIUM

Block:
F/K/A Lot:
N/K/A Lots:

Description of Units

Unit No.	Tax Lot	Location	Usage	Pct. Common Interest	Rooms/ Baths

TOTAL FLOOR AREAS OF UNITS	AREAS OF LIMITED COMMON ELEMENTS
Floor Area (sf)	Porch or Balcony (sf)

Each of the units has access to the hallways which are Common Elements.

EXHIBIT C
TO THE DECLARATION OF
37 CARROLL STREET CONDOMINIUM

DEFINITIONS

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

(2) "Building" shall mean the building situated on the Land which is described in Exhibit A hereto.

(3) "By-Laws" shall mean the by-laws of the Condominium, which are annexed as Exhibit D to the Declaration, as the same may be amended from time to time pursuant to the terms thereof.

(4) "Common Elements" shall mean those certain portions of the Land and the Building (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in Article 7 of the Declaration.

(5) "Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or the By-Laws), to meet the Common Expenses.

(6) "Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); (iii) the purchase, lease, or sublease by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell, lease, transfer, or convey the same or that is to be sold at a foreclosure or other sale; and (iv) generally, the conduct of the affairs of the Condominium.

(7) "Common Interest" shall mean the undivided percentage interest of each Unit in the Common Elements.

(8) "Condominium" shall mean 37 CARROLL STREET CONDOMINIUM which was established pursuant to the terms of the Declaration and is to be governed pursuant to the terms of the By-Laws.

(9) "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.

(10) "Condominium Board" shall mean the governing body of the Condominium, whose members shall be selected pursuant to the terms of Articles 2 and 4 of the By-Laws.

(11) "Condominium Documents" shall mean the Declaration, the By-Laws and Rules and Regulations.

(12) "Declaration" shall mean the declaration executed by Sponsor for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof.

(13) "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, condensors, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other 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.

(14) "Family Members" shall mean the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner's Unit.

(15) "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.

(16) "Floor Plans" shall mean the floor plans of the Units filed in the Register's Office simultaneously with the
recording of the Declaration, together with any supplemental floor plans thereto.

(17) "Initial Control Period" shall mean the period ending on the earlier of: (i) the closing of title with purchasers under the Plan to Units having more than fifty percent of the aggregate Common Interests appertaining to all Units or (ii) five years after the First Closing.

(18) "Institutional Lender" shall mean (i) a savings bank, savings and loan associations, bank or trust company, insurance company, real estate investment trust, or mortgage trust or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

(19) "Institutional Mortgage" shall mean any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Sponsor or its designee or an Institutional Lender.

(20) "Insurance Trustee" shall mean an individual who is a resident of the State of New York, or a bank or trust company having an office in The City of New York, from time to time appointed to serve as such by the Condominium Board.

(21) "Land" shall mean all that certain tract, plot, piece, and parcel of land situate, lying and being in the County of Kings, City and State of New York, as more particularly described in Exhibit A to the Declaration.

(22) "Law" shall mean the laws and ordinances of any or all of the Federal, New York State, New York City, in the particular County, and Borough governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

(23) "Managing Agent" shall mean a Person employed by the Condominium Board pursuant to pursuant to paragraph (C) of Section 2.6 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium Board shall delegate, subject to the limitations contained in paragraph (D) of Section 2.6 of the By-Laws.

(24) "Majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners (determined in accordance with the terms of Section 4.8 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

(25) "Mortgage Representatives" shall mean the representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of paragraph (B) of Section 8.6 of the By-Laws.

(26) "Permitted First Mortgage" shall mean a Permitted Mortgage that is a first mortgage lien against a Unit.

(27) "Permitted First Mortgagee" shall mean any holder of a Permitted First Mortgage.

(28) "Permitted Mortgage" shall mean any mortgage covering one or more Units that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws.

(29) "Permitted Mortgagee" shall mean any holder of a Permitted Mortgage at the time in question.

(30) "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.

(31) "Plan" shall mean that certain offering plan to convert the Property to condominium ownership filed with the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.
(32) "Property" shall mean the Land, the Building, all other improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.
(33) "Register's Office" shall mean the particular County office of the Register of The City of New York.
(34) "Rules and Regulations" shall mean the rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.
(35) "Selling Agent" shall mean any Person employed by Sponsor 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 Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with paragraph (C) of Section 6.1 of the By-Laws.
(37) "Sponsor" shall mean the Offeror of the Units located in the Condominium. The term "Sponsor" is interchangeable with the term "Declarant" and where no offer is made it shall be deemed to mean "Declarant" and shall mean the owner of the property.
(38) "Unit" shall mean any of the "Units", as such term is defined in the Condominium Act, located in the Building, which units are more particularly described in Article 6 of, and Exhibit B to, the Declaration and in the Floor Plans.
(39) "Unit Owner" shall mean any Person who holds fee title, of record, to one or more Units at the time in question.
(40) "Unsold Units" shall mean any Unit owned by Sponsor or its designee at the time in question.
(41) "Limited Common Elements" shall mean those certain portions of the Land and the Building (other than the Units) that are to be used by the owners of one or more specified Units to the exclusion of all other Unit Owners, as more particularly described in paragraph (c) of Article 7 of this Declaration.
(42) "Balcony", "Terrace", "Porch", or "Patio" generally define an area adjoining a building at various levels of the building which is generally used by the adjoining Unit. The characterization of the above for the purposes of the Zoning Resolution is based on its location and description as set forth in the Floor Plans. For the purposes of this offering plan and ease of reference said terms may be used interchangeably

BY-LAWS

Of

37 CARROLL STREET CONDOMINIUM
37 CARROLL STREET
BOROUGH OF BROOKLYN,
CITY AND STATE OF NEW YORK

, 200

DANIEL J. LIEBERMAN, ESQ.
C/O KORSINSKY & KLEIN LLC
2926 AVENUE L, 2ND FLOOR
BROOKLYN, NY 11210

DOCUMENT 6

BY-LAWS OF 37 CARROLL STREET CONDOMINIUM

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BY-LAWS OF 37 CARROLL 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 Condominium. The Condominium covers the Property, which consists of: (i) the Land, which is described in Exhibit A to the Declaration of Condominium of 37 CARROLL STREET CONDOMINIUM; (ii) the Building, which includes, without limitation, the Units, the Common Elements and all easements, rights and appurtenances belonging thereto; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-Laws form a part.

Section 1.2. Definitions. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Exhibit C to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the afore-described capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3. Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 1.4. Application of By-Laws. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and employees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with.

Section 1.5. Principal Office of the Condominium. The principal office of the Condominium shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

ARTICLE 2: BOARD OF MANAGERS

Section 2.1. General. As more particularly set forth in Sections 2.4, 2.5 and 2.6 hereof, the affairs of the Condominium shall be governed by the Condominium Board. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act as, and shall be, the agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By- Laws.

Section 2.2. Status of the Condominium Board. Unless and until the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Condominium Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3. Principal Office of the Condominium Board. The principal office of the Condominium Board shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

Section 2.4. Powers and Duties of The Condominium Board. (A) The Condominium Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By- Laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, including, without limitation, as the Condominium Board shall deem necessary or proper in connection therewith: (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel;

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

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

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

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

(vi) to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) the affirmative consent of at least two-thirds of the members of the Condominium Board shall be required for the borrowing of any sum in excess of $5,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) the affirmative consent of at least two-thirds of

all Unit Owners shall be required for the borrowing of any sum in excess of $5,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (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 n outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit;

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

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

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

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

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

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

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

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

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

(xx) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, 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; and

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

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

Section 2.5. Certain Limitations on the Powers of The Condominium Board. (A) Notwithstanding anything to the contrary contained in these By-Laws, the Condominium Board shall not take any of the following actions unless two-thirds (2/3) of all members thereof shall approve the same in writing or by vote at a duly constituted meeting called for such purpose:

(i) increase the number, or change the type, of employees from those hired at the time of recording the Declaration;

(ii) provide for new or additional services from those being provided at the time of recording the Declaration;

(iii) impose any Common Charge or Special Assessment for the purpose of making any capital or major improvement alteration or addition to the Common Elements or to any Unit, unless required by Law or is necessary for the health or safety of residents of the Building (nothing contained herein shall restrict the right and obligation of the Condominium Board to maintain and repair the Common Elements); or

(iv) establish any reserves, including, without limitation, a reserve for contingencies, repairs, improvements, or replacements, other than a twelve- month reserve for contingencies not exceeding five percent of the budgeted operating expenses for the ensuing twelve months of operation (nothing contained herein shall restrict the right of the Condominium Board to assess Unit Owners from time to time for any budget deficiency).

Section 2.6. Exercise and Delegation of Powers and Duties. (A) Any act within the power of the Condominium Board to perform, and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Condominium Board.

(B) The Condominium Board may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise, all of the powers of the Condominium Board, subject to both the exceptions and limitations contained in paragraph (D) of this Section 2.6 and such additional exceptions and limitations as the Condominium Board may from time to time deem appropriate, during the intervals between the meetings of the Condominium Board. In addition, the Condominium Board may from time to time appoint, by duly adopted resolutions, such other committees as the Condominium Board may deem appropriate to perform such duties and services as the Condominium Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section 2.6. The Executive Committee and each other committee shall consist of three or more members of the Condominium Board, at least one of whom shall be a member designated by Sponsor for so long as Sponsor shall have the right to designate or elect one or more members of the Condominium Board.

(C) The Condominium Board may employ a Managing Agent to serve at a compensation to be established by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations contained in paragraph (D) of this Section 2.6, the Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section 2.6, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the Condominium Board shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (vii), (x), (xiii), (xiv), (xv), (xvi), (xvii), (xix), (xx) and (xxi) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in Subsection (B) of this Section 2.6 shall have, or be entitled to exercise, any of the powers of the Condominium Board, except to the extent permitted by Law.

Section 2.7. Number, Election and Qualification of Members. Until the first annual meeting of the Unit Owners held pursuant to the terms of Section 4.1 hereof, the Condominium Board shall consist of three (3) individuals to be designated from time to time by Sponsor. From and after the first annual meeting of the Unit Owners, the Condominium Board shall consist of three (3) individuals to be elected by the Unit Owners pursuant to the terms of Section 4.9 hereof a majority of which must be owner occupants that are unrelated to the Sponsor or the principals of the Sponsor. Except for members designated or elected by Sponsor or its designee pursuant to the terms of this Section 2.7 or of Section 2.10 or 4.9 hereof, all members of the Condominium Board shall be either: (i) individual Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; (iv) adult Family Members of any of the foregoing; (v) principals of the Sponsor or their designees. However, no Unit Owner may be elected to serve on the Condominium Board 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 election.

Section 2.8. Term of Office of Members. The term of office of the three members of the Condominium Board designated by Sponsor prior to the first annual meeting of the Unit Owners shall expire when the three (3) individuals to be elected at such meeting are so elected and qualified. The term of office of each of the three (3) individuals elected and qualified at the first annual meeting of the Unit Owners shall be fixed at such meeting. At each annual meeting of the Unit Owners subsequent to the first such meeting, three members of the Condominium Board shall be elected pursuant to the terms of Section 4.9 hereof to serve a term of office to be fixed at the meeting. Notwithstanding anything to the contrary contained in this Section 2.8, however, each member of the Condominium Board shall serve until his or her successor shall be elected and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Condominium Board may serve. However, after the earlier of conveyance of title to at least 51% of the Units offered for sale or the second anniversary of the first conveyance of title to the first Unit under this Plan, Sponsor and its designees will not appoint a majority of the Board of Managers and will hold a meeting within thirty days thereafter to elect new members unrelated to the Sponsor.

Section 2.9. Removal and Resignation of Members. (A) Any member of the Condominium Board who was elected thereto either by the Unit Owners, pursuant to the terms of Section 4.9 hereof, or by the Condominium Board, pursuant to the terms of Section 2.10 hereof, or who was designated as such or elected by Sponsor or its designee, pursuant to the terms of Section 2.7, 2.10 or 4.9 hereof, may be removed from office, with cause, by a vote of a majority of Unit Owners. Any member of the Condominium Board whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(B) Any member of the Condominium Board may resign his or her membership at any time by giving written notice thereof to the Condominium Board and, with respect to members of the Condominium Board designated as such or elected by Sponsor or its designee, to Sponsor or such designee. In addition, any member of the Condominium Board who shall cease to be qualified for membership pursuant to the terms of Section 2.7 hereof shall be deemed to have resigned his or her membership effective as of the date upon which such qualification shall cease.

Section 2.10. Vacancies. (A) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was elected thereto by the Unit Owners shall be filled by an individual who is qualified to be a member pursuant to the terms of Section 2.7 hereof and who is elected by a vote of a majority of the members of the Condominium Board then in office. A special meeting of the Condominium Board shall be held for the purpose of filling any such vacancy promptly after the occurrence thereof, and the election held thereafter shall be effective to fill such vacancy even if the number of members present at such meeting shall not constitute a quorum.

(B) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was designated as such or elected by Sponsor or its designee shall be filled by an individual designated by Sponsor or such designee.

(C) Each member of the Condominium Board who is elected thereto or designated as such to fill a vacancy pursuant to the terms of paragraph (A) or (B), respectively, of this Section 2.10 shall serve as a member of the Condominium Board for the remainder of the term of the member he or she replaced and until his or her successor shall be selected and qualified at the appropriate annual meeting of the Unit Owners pursuant to the terms of Section 4.9 hereof.

Section 2.11. Organizational Meeting of the Condominium Board. After the closing of title to the first Unit, the first meeting of the Condominium Board within approximately thirty (30) days after the earlier of (i) conveyance of title by Sponsor to purchasers of more then 50% of the common interest or in this case 6 of the Units offered for sale, or (ii) two (2) years from title to the first Unit was conveyed under this Plan (the "Control Period") to elect new members unrelated to the Sponsor a majority of which must be owner occupants that are unrelated to the Sponsor or the principals of the Sponsor following each annual meeting of the Unit Owners shall be held within ten (10) days of such annual meeting, at such time and place as shall be both fixed informally by a majority of the members of the Condominium Board and designated in a written notice given to all members thereof by personal delivery, mail, or telegram not later than five (5) business days prior to such date.

Section 2.12. Regular Meetings of the Condominium Board. Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof, provided that at least one (1) such meetings shall be held during each fiscal year.

Section 2.13. Special Meetings of the Condominium Board. The President may call a special meeting of the Condominium Board whenever he or she deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of one (1) or more members of the Condominium Board.

Section 2.14. Waiver of Notice of Meetings. Any member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Condominium Board at any meeting thereof shall constitute a waiver by him or her of notice of the time and place thereof. If a meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.15. Quorum of the Condominium Board. For purposes of all meetings of the Condominium Board, a majority of the members thereof shall constitute a quorum 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 a conference 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. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for the lack of a quorum may be transacted without further notice.

Section 2.16. Conduct of Meetings. The President shall preside at all meetings of the Condominium Board, and the Secretary shall faithfully record the minutes thereof, 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. n current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Condominium Board, shall govern the conduct of the meetings of the Condominium Board unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act.

Section 2.17. Decision by the Condominium Board. Except as otherwise expressly provided in the Declaration or these By-Laws, the vote of a majority of the members of the Condominium Board present at a meeting thereof at which a quorum is present 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 Secretary of the Condominium in the minutes of the Condominium Board.

Section 2.18. Compensation of Members. No member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.19. Common or Interested Members of the Condominium Board. Each member of the Condominium Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by law, no contract or other transaction between the Condominium Board and either (i) any of its members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the members of the Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such member was counted for such purpose, provided, however, that either:

(x) the fact thereof is disclosed to, or known by, the Condominium Board or a majority of the members thereof or noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by a vote of a majority of the entire Condominium Board, less the number of such members;

(y) the fact thereof is disclosed to, or known by, a majority of Unit Owners, and a majority of Unit Owners shall authorize, approve, or ratify such contract or transaction; or

(z) the contract or transaction is commercially reasonable to the Condominium Board at the time that the same is authorized, approved, ratified, executed, or otherwise consummated.

Any such member of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board that authorizes, approves, or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

Section 2.20. Liability of the Condominium Board. (A) The members of the Condominium Board shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member of the Condominium Board shall be liable thereto for his or her own bad faith or willful misconduct. In connection therewith, members of the Condominium Board designated as such by Sponsor shall not be deemed either to be in bad faith or to have committed willful misconduct by reason of any self- dealing in connection with any contract made, or other transaction entered into, between the Condominium Board and Sponsor or its agents, provided that any compensation paid, or to be paid, to Sponsor or its agents in connection with any such contract or

transaction is disclosed in the Plan or an amendment thereto or is at competitive rates for goods sold or services rendered in the borough in which the Condominium is located.

(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.

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. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2. President. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL", including, but not limited to, the power to appoint the members of all committees created by the Condominium Board from amongst the Unit Owners from time to time as he or she may decide, in his or her discretion, are appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Condominium Board shall appoint some other member of the Condominium Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him or her from time to time by the Condominium Board or by the President.

Section 3.4. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5. Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board or in the name of the Managing Agent in such depositories as may from time to time be designated by the Condominium Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6. Election, Term of Office and Qualifications of Officers. Each of the officers of the Condominium Board shall be elected annually by a majority vote of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. At least two (2) officers shall be elected from amongst the members of the Condominium Board who are Unit Owners. The other officers of the Condominium, however, need not be Unit Owners or members of the Condominium Board and need not have any interest in the Condominium.

Section 3.7. Removal and Resignation of Officers. Any officer of the Condominium may be removed from office with or without cause, by an affirmative vote of a majority of the members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the Condominium Board. Finally, if the President or the Vice President of the Condominium shall cease to be a member of the Condominium Board during his or her term of office, such officer shall be deemed to have resigned his or her office effective upon the date upon which his or her membership shall cease.

Section 3.8. Vacancies. Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.9. Compensation of Officers. No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.10. Liability of the Officers of the Condominium. (A) The officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each officer of the Condominium shall be liable thereto for his or her own bad faith or willful misconduct. In addition, every contract made, and other document executed, by one or more officers or other Persons on behalf of the Condominium shall expressly state (if obtainable and in addition to the limitation of liability of the members of the Condominium Board and the Unit Owners pursuant to the terms of Sections 2.20 and 4.12 hereof, respectively) that the same is made or executed by such officers or Persons on behalf of the Condominium solely as agent for the Unit Owners and that such officers or Persons shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(B) None of the officers of the Condominium shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by any such officer on behalf of the Condominium or to be paid for as a Common Expense; or

(ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(C) The Unit Owners shall jointly and severally indemnify and hold each officer of the Condominium harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact that such individual is or was, an officer of the Condominium, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such officer.

ARTICLE 4: UNIT OWNERS

Section 4.1. Annual Meetings of the Unit Owners. The first annual meeting of the Unit Owners shall be held after the earlier of (i) conveyance of title by Sponsor to purchasers of more then 50% of the common interest of the Units offered for sale, or (ii) two (2) years from title to the first Unit was conveyed under this Plan (the "Control Period"), at which time Unit Owners who are unrelated to the Sponsor shall elect a new Board, the majority of which must be owner occupants that are unrelated to the Sponsor or the principals of the Sponsor. Thereafter, annual meetings of the Unit Owners shall be held within sixty (60) days of the anniversary date of the first meeting. At each such subsequent meeting, the Unit Owners shall elect the three (3) members of the Condominium Board and shall transact such other business as may properly come before such meeting.

The foregoing notwithstanding, despite giving up control of the Board as set forth above, until such time that the Sponsor or its designee shall own less than 25% of the Units, or for a period of five (5) years after closing of title to the first Unit, whichever is earlier, the Board of Managers may not, without the prior written consent of the Sponsor or its designee, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (however, Sponsor will not unreasonably withhold consent to additions to the contingency fund provided for in Schedule B to the extent assessments are necessary to make expenditures required by law), or (iii) borrow money on behalf of the Condominium (except where necessary to perform

work required by law to the extent that existing reserves are insufficient). Sponsor shall have the right to withhold its consent to any of the foregoing actions. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses set forth in Schedule B or expenses required to: comply with applicable law or regulation, remedy any notice of violation, or remedy a work order of an insurer. 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

Section 4.2. Special Meetings of Unit Owners. The President shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such a meeting signed by Unit Owners having, in the aggregate, not less than 25% of all Unit Owners. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place as may be designated by the Condominium Board.

Section 4.4. Notice of Meetings. (A) The Secretary of the Condominium shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail, telephone or telegram not later than five (5) business days prior to the day fixed for the meeting; however, the mailing of such notice to any Unit Owner, addressed to his or her address at the Property, at least ten (10) days prior to the day fixed for the meeting shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Secretary of the Condominium 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 50% or more of Unit Owners shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

Section 4.6. Conduct of Meetings. The President shall preside at all meetings of the Unit Owners, and the Secretary shall faithfully record the minutes thereof, 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 and a current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Unit Owners present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Unit Owners, unless the same shall be in conflict with the

terms of the Declaration, these By-Laws, or the Condominium Act. All votes of the Unit Owners shall be tallied by the persons appointed by the presiding officer of the meeting.

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 members of the Condominium Board;
(vi) Reports of committees;
(vii) Election of inspectors of election (when so required);
(viii) Election of members of the Condominium Board (when so required);
(ix) Unfinished business; and
(x) New business.

Section 4.8. Voting. (A) Subject to the terms of Section 4.9 hereof, each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one 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 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 Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually exercise the vote appurtenant to such unit under one ballot without division, and the concurrence of all Persons shall be conclusively presumed if any one of them purports to exercise such vote without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(D) The owner(s) of any Unit may designate any Person to act as a proxy on his or her behalf. The designation of any such proxy shall be made in a writing both signed and dated by the designor and delivered to the Secretary of the Condominium 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 Secretary of the Condominium; 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 Secretary of the Condominium or, if such revocation is made at a meeting of the Unit Owners during which the Secretary of the Condominium is not in attendance, by the individual acting as the secretary of such meeting. Except with respect to the designation of a Permitted Mortgagee to act as the proxy of its mortgagor(s), no designation to act as a proxy shall be effective for a period in excess of six months after the date thereof.

(E) Except when otherwise required by law or otherwise provided in the Declaration or in these By-Laws, the affirmative vote of a majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

Section 4.9. Election of Members of the Condominium Board. (A) When voting for members of the Condominium Board, each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one vote for each Unit owned. However, nothing contained herein shall be deemed to permit any Unit Owner to cumulate the votes attributable to the ownership of any one Unit in favor of any one or more members to be elected. In addition, the terms of paragraphs (B), (C) and (D) of Section 4.8 hereof shall apply to all elections of members of the Condominium Board.

(B) All elections of members of the Condominium Board shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation number(s) of the Unit(s) owned by the voting Unit Owner; and (iii) the names of the candidates for whom such ballot is cast (the number of which names shall not exceed the number of members to be elected). Any ballot that is not cast in conformity with this paragraph (B) shall be discounted. All election ballots shall be retained in the records of the Condominium, appropriately segregated by election.

(C) Subject to the terms of paragraph (D) of this Section 4.9, all elections of members of the Condominium Board shall be determined by plurality vote.

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 or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners In severalty.

Section 4.12. Contractual Liability of Unit Owners. Every contract made by the Condominium Board, by any officer of the Condominium, or by any superintendent or Managing Agent of the Building shall state (if obtainable and in addition to the limitation of liability of the members of the Condominium Board and the officers of the Condominium pursuant to the terms of Section 2.20 and 3.10 hereof, respectively) that the liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and {ii) such Unit Owner's interest in his or her Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5: OPERATION OF THE PROPERTY

Section 5.1. Maintenance and Repairs. (A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary,

(i) in or to any Unit and all portions thereof (including, but not limited to, the interior walls, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors (entrance and terrace or patio, if any) and their frames and saddles, exposed plumbing, gas and heating fixtures shall be performed by the owner of such Unit at such Unit Owner's cost and expense; and

(ii) in or to the Common Elements shall be performed by the Condominium Board as a Common Expense.

However, if any repair 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 or need for repairs for which the Condominium Board is responsible pursuant to the terms thereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, however, the exterior glass surfaces of all windows of each Unit are to be washed and cleaned by the owner of such Unit at such Unit Owner's sole cost and expense. In addition, if any painting, decorating, maintenance, repairs, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium Board as a Common Expense, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace his or her Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any terrace, patio, roof, or other part of the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of terraces, patios, windows and shades, venetian or other blinds,

drapes, curtains or other window decorations in or appurtenant to his or her Unit.

Section 5.2. Alterations, Additions, Improvements, or Repairs in and to Units. (A) Subject to the terms of paragraph (B) of this Section 5.2, no Unit Owner shall make any structural alteration, addition, improvement, or repair in or to his or her Unit without the prior written approval of the Condominium Board, which shall not be unreasonably withheld. In the event, however, that the Condominium Board shall fail to answer any written, reasonably detailed request for such approval within thirty days after such request is received, such failure to respond shall constitute the Condominium Board's consent thereto. Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option, require the Unit Owner to procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the indemnity referred to In paragraph (D) hereof and the days and hours during which any such work may be done.

(B) Notwithstanding anything to the contrary contained in paragraph (A) of this Section 5.2, however, Sponsor or its designee shall have the right, pursuant to the terms of Article 12 of the Declaration, to (i) make any alterations, additions, improvements, or repairs in or to any Unsold Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of Unsold Units, all without the approval of the Condominium Board.

(C) In connection with alterations, additions, improvements and repairs by Unit Owners, 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.

(D) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s)) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor, materialman, architect, or engineer on account of any alterations, improvements, additions, or repairs made or asserting any claim for personal injury or property damage arising therefrom in the course of construction. 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, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense,

Section 5.3. Alterations, Additions, or Improvements to the Common Elements. Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a Common Expense.

Notwithstanding the foregoing, however, whenever the cost and expense of any such alterations, additions, or improvements would, in the judgment of the Condominium Board, exceed $5,000.00 in the aggregate in any calendar year, such proposed alterations, additions, or improvements shall not be made unless first approved by a majority of the Unit Owners (including Sponsor or its designee, if Sponsor or such designee then owns any Unit) at a duly constituted meeting of the Unit Owners and by the Mortgage Representatives, if any. Except as otherwise provided in the Declaration and in these By-Laws, all such alterations, additions, or improvements costing $5,000.00 or less in the aggregate in any calendar year may be made as aforesaid without the approval of either the Unit Owners or any Mortgage Representatives.

Section 5.4. Insurance. (A) If the same shall be obtainable, the Condominium Board shall obtain, and shall maintain in full force and effect, fire insurance policies with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the Building (including 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. 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 n current policies.

(B) The Condominium Board shall also obtain and maintain, to the extent practicable:

(i) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insureds (a) the Condominium Board and each member thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his or her own Unit);

(ii) rent insurance (if applicable);

(iii) workmen's compensation and New York State disability benefits insurance;

(iv) boiler and machinery insurance; and

(v) such other insurance as the Condominium Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to not less than eighty percent of the full replacement cost of the Building, exclusive of excavation and foundations, without deduction for depreciation, as approved by a fire insurance company, a qualified insurance broker, or another qualified source;

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than $500,000.00 in the aggregate until the first regular meeting of the first three (3) member Condominium Board elected by the Unit Owners; and

(iii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (ii) of paragraph (B) hereof, the coverage shall be in an amount equal to the aggregate of all of the Unit Owners' Common Charges for one year.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trustee appointed by the Condominium Board pursuant to the terms of these By-Laws, shall be borne by the Condominium Board as a Common Expense.

(E) Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such, additional insurance carried by any Unit Owner.

Section 5.5. Casualty or Condemnation. (A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking", the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable to the Condominium Board. In either instance, all such monies actually received (hereinafter referred to as the "Trust Funds") shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, or any portion thereof, is taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration (hereinafter referred to as the "Work" of: (i) in the event of a Casualty Loss, the portion(s) of the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the Common Elements affected by such Taking. If, pursuant to the immediately preceding sentence, work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the work shall be performed, to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. In addition, each Unit Owner whose Unit, or any portion thereof, shall be the subject of all or part of any Work shall have the right, subject to the terms of Section 5.2 hereof, to supervise any redecorating of his or her Unit.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section 5.5, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, and all proceeds of such Special Assessment shall become part of the Trust Funds. However, if the insurance proceeds are not sufficient to discharge the cost and expense of performing any work attributable to any part of the building which is not a "Common Element", such cost and expense must be paid by the owner of the Unit or Limited Common Element which was 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 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 such Unit Owner's share of such 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).

(D) If either 75% or more of the 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 a majority of all Unit Owners (including Sponsor or its designee, if Sponsor or such designee shall then own any Units) 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 accordance with the factors set out in the New York State Condominium Act Section 339-i(1)(iv), which is based on floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and overall dimensions of the particular unit and the fair market value of such unit. In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. No payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of 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 purpose of deciding whether or not to proceeds with the restoration or repair of the Building.

(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 5.5, 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 5.5 between Unit Owners or between any Unit Owner(s) and the Condominium Board shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

Section 5.6. Use of The Property. (A) No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive, or unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit Owners or the Condominium Board, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would

increase the rate of insurance for the Property, except upon the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

Section 5.7. Use of the Units. (A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section 5.7.

(B) A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners and employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by the Family Members and guests of any of the foregoing (and nothing herein contained shall be deemed to prohibit the exclusive occupancy of any Unit by such Family members or guests). Notwithstanding the foregoing, the Condominium Board may, in its sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this paragraph (B)) may be accommodated therein.

(C) The units are to be used primarily for residential purposes. Any Unit may be partially used as a professional office by the owner of such unit only. In no event may a Unit Owner sublet all or part of his unit for professional use. No unit may be used as a medical office or for such commercial purposes that generate an undue amount of foot traffic.

Section 5.8. Use of the Common Elements. (A) Subject to the terms of paragraph (B) of this Section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. In addition, no furniture, packages, or objects of any kind, with the exception of baby carriages or strollers, shall be placed in the lobbies, vestibules, public halls, stairways, or any other part of the Common Elements (except for those areas designated as storage areas) without the prior written consent of the Condominium Board. 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.

(B) The terms of paragraph (A) of this Section 5.8 shall not apply to Sponsor or its designee for so long as there are any Unsold Units. Sponsor or its designee shall have the right, without charge or limitation, to: (i) erect and maintain signs, of any size or content determined by Sponsor or such designee, on or about any portion of the Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of the Building or adjacent to the main

entrance thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements, to sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Plan and the Condominium Documents. In no event, however, shall Sponsor or such designee be entitled to use any Common Element in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes.

Section 5.9. Rights of Access. (A) Subject to the rights of existing tenants and other occupants of Unsold Units, each Unit Owner shall grant to the Condominium Board, to the Managing Agent or manager (if any), to the superintendent and/or to any other Person authorized by any of the foregoing a right of access to his or her Unit for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in his or her Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the mechanical or electrical services, or other portions of the Common Elements located within his or her Unit or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to his or her Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than one day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Each Unit Owner shall grant a right of acess to his or her Unit and the Condominium Board shall grant rights of access to the Common Elements, to Sponsor and Its contractors, subcontractors, agents and employees for the purpose of fulfilling Sponsor's obligations as set forth in the Plan or in any amendment thereto, 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.

Section 5.10. Modification of the Rules and Regulations. The Condominium Board shall have the right to amend, modify, add to or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of a majority of Unit Owners. Copies of the text of any amendments, modifications, additions, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than thirty days prior to the effective date thereof.

Section 5.11. Real Estate Taxes, Water Charges and Sewer Rents. Water for the Building shall be supplied by the City of New York. Unless and until real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the City Collector, the Condominium Board shall promptly pay such taxes, charges and rents as a Common Expense. However, the Condominium Board shall have the right, exercisable in its sole discretion to require the installation of submeters to determine the consumption of water by each Unit. In the event of a proposed sale of any Unit, the Condominium Board (for so long as the Condominium Board is still paying such real estate taxes, water charges and sewer rents) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such owner's Unit to the date of the closing of title to such Unit. After the closing of title, each Unit Owner will be allowed to challenge the assessed valuation of their individual Units with the New York City Department of Finance. To the extent necessary, the Board will make available any records required by the Unit Owners to file their protest with the New York City Department of Finance.

Section 5.12. Gas and Electricity. Gas and electricity shall he supplied to each Unit through a separate meter for such Unit, and each (Unit Owner shall be required to pay all charges for gas and electricity consumed or used in his or her Unit directly to the utility company servicing the Building as and when billed therefor. However, the Condominium Board shall have the right, exercisable in its sole discretion, to require that gas and electricity be supplied to the Condominium through one or more common meters. In such an event, the cost thereof shall be borne by each Unit Owner based upon the consumption or usage of gas and electricity in his or her Unit, as determined by submetering, survey, or any other reasonable method prescribed by the Condominium Board and permitted by Law, and shall be payable either to the Condominium Board or to the utility company servicing the Building, as directed by the Condominium Board.

Section 5.13. Utilities Serving the Common Elements. The cost and expense of water, steam, electricity and gas serving or benefiting any Common Element shall be (i) considered part of the expense of maintaining such Common Elements, (ii) determined by the Board and (iii) charged to the Unit Owners as a Common Expense.

Section 5.14. Vault Charges. All license fees, and all periodic taxes and charges, for vaults or other protrusions beyond the building line shall be paid by the Condominium Board as a Common Expense.

Section 5.15. Records and Audits. (A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

(B) Within (4) four months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared by an independent accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a Common Expense.

Section 5.16. Smoking Policy. Pursuant to the provisions of Local Law 147 which amends the Administrative Code of the City of New to require that all class A multiple dwellings-i.e., buildings with three or more residential dwelling units-adopt a written smoking policy for the building that is disclosed to all residents and incorporated into all leases, purchase agreements, and building governing documents. As such, smoking is prohibited throughout the entire Building, including, without limitation, interior spaces of all Residential Units, balconies and terraces appurtenant to Residential Units, hallways, landings, stairwells, elevators, storage rooms, lobby, courtyards, building rooftop, basement, laundry room, pool area, and within 25 feet of the building entrances. Smoking is further prohibited to the extent it causes secondhand smoke to drift into the Building. The terms "smoke" and "smoking" mean inhaling, exhaling, or breathing tobacco or any other plant, chemical or other substance, or carrying or controlling any lighted, burning, smoldering or heated cigarettes, cigars, pipes or other similar devices containing tobacco or any other plant, chemical or other substance, including without limitation hookahs, marijuana, cigarillos, and E cigarettes. This prohibition against Smoking applies to the Unit Owners and occupants, residents and any guest, agent, licensee, tenant or invitee of Unit Owners, all of whom are hereby prohibited from smoking or permitting others to smoke in any part of the Building or from causing secondhand smoke to drift into the Building. Vaporization or inhalation of liquids and/or oils attendant to the use of medical marijuana by any of the foregoing persons to whom a medical marijuana card has been issued shall not be deemed to constitute "Smoking" within the meaning of this provision.

ARTICLE 6: COMMON CHARGES

Section 6.1. Determination of Common Expenses and Fixing f Common Charges. (A) From time to time, but not less frequently than once a year, the Condominium Board shall: (i) prepare and adopt and budget for the Condominium, subject, in all respects, to the strictures set forth in Section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in these By-Laws). The Condominium Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them and, not later than ten days next preceding the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees. The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. Notwithstanding the foregoing, however, the Condominium Board shall not reduce the Common Charges payable during any year occurring within the Initial Control Period solely as a result of either reducing the number of employees of the Condominium below the number employed for the Property on the date of recording the Declaration, or eliminating or reducing any service or reducing the insurance coverage below that provided for the Property on such date, except with the concurrence of a majority of the members of the Condominium Board

elected by Unit Owners other than Sponsor or its designee.

(B) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Condominium Board shall have the right, subject, in all respects, to the strictures contained in Section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments shall be levied against all Unit Owners in proportion to their respective Common Interests and may be payable either in one lump sum or in installments, as the Condominium Board shall determine, provided, however that the Condominium Board shall give each Unit Owner not less than fifteen (15) days' notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Condominium Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Section 6.4 hereof).

(D) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners, and shall be collected on behalf of the Unit Owners by the Condominium Board and applied against the Common Expenses for the year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Condominium Board against the Common Expenses for the next succeeding year(s) of operation, and no Unit Owner shall be entitled to a distribution of any portion of such excess unless the Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, however, in no event shall any rent, profit, or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings, or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

Section 6.2. Payment of Common Charges. (A) All Unit Owners (including Sponsor or its designee with respect to Unsold Units for so long as the same are owned thereby) shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for

unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit.

(B) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against his or her Unit subsequent to a sale, transfer, or other conveyance by him or her of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his or her acquisition thereof, except that, to the extent permitted by Law, a Permitted First Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted First Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted First Mortgage and prior to the acquisition of title to such Unit by the Permitted First Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted First Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure. Any unpaid Common Charges and Special Assessments that are not collected from such defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time that the same is levied.

(C) Subject to the terms and conditions contained in these By Laws, any Unit Owner may convey his or her Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted First Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing unless the aggregate Common Interests then appertaining to the Unsold Units constitutes 15% or less of the total Common Interests then appertaining to all Units, at least five years shall have elapsed from the date of the First Closing and, at the time of conveyance, Sponsor or such designee shall pay to the Condominium Board an amount equal to the product of n current monthly Common Charges for the Unsold Unit(s) being conveyed multiplied by 24.

(D) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his or her Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (C) hereof. Except as expressly provided to the contrary in paragraph (E) of Section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other

services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit Owner's Unit) pursuant to the terms of Sections 5.1, 5.2 or 5.3 hereof; or (iii) any action taken by the Condominium Board or the officers of the Condominium to comply with Law.

Section 6.3. Statement of Common Charges. The Condominium Board shall promptly provide a written statement of all unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 6.4. Default In Payment of Common Charges. (A) 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 have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 399-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 399-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectable by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(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 interest thereon at the highest rate chargeable to individuals pursuant to Law, to be computed from the due date thereof until paid in full, 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) Pursuant to RPL § 339aa the Sponsor will cause a lien to be filed on Units in which the Sponsor is more then 30 days in arrears of common charges, while it is in control of the Board.

Section 6.5 Compliance with § 339-kk: If a non occupying owner rents any dwelling unit to rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty (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 that all such sums are made current, all rental payments due subsequent to the issuance of such notice are to be made to the Board of Directors has been elected by Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Cooperative Corporation. 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 receives notice that such owner seeks to dispute such claim. Nothing in Section 339-kk shall limit any rights of Unit owners 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 AND LEASING OF UNITS

Section 7.1. General. Subject to the terms of Section 7.5 hereof, no Unit Owner may sell or lease his or her Unit except in compliance with, the applicable provisions of this Article 7. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of the said Unit Owner as the owner or landlord, as the case may be. The said Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs.

Section 7.2. Right of First Refusal. (A) Subject to the terms of Sections 7.5 and 7.9 hereof, any contract to sell a Unit together with its Appurtenant Interests and any lease of a Unit (hereinafter collectively referred to as a "Sale or lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTIONS 7.2 AND 7.3 OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED". Promptly after any such contract of sale or lease shall be fully executed, the Unit Owner executing the same

(hereinafter referred to as the "Offeree Unit Owner" shall send written notice thereof to the Condominium Board by certified or registered mail, return receipt requested, which notice shall be accompanied by a fully executed, original counterpart of the contract of sale or the lease, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant (hereinafter referred to as the "Outside Offeror").

(B) The sending of the notice referred to in paragraph (A) of this Section 7.2 shall constitute an offer by the Offeree Unit Owner to sell his or her Unit, together with its Appurtenant Interests, or to lease his or her Unit, as the case may be, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, upon the same terms and conditions as are contained in such Sale or Lease Agreement, subject, however, to any variance therefrom provided in Section 7.3 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Condominium Board, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Condominium Board, the Offeree Unit Owner shall submit to the Condominium Board, in writing, such further information with respect to the Outside Offeror and the Sale or Lease Agreement as the Condominium Board may reasonably request.

(C) The Condominium Board may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail not later than fifteen business days in the event of a proposed sale and ten business days in the event of a proposed lease after receipt of the notice referred to in paragraph (A) hereof together with such further information as may have been requested pursuant to the terms of paragraph (B) hereof, to purchase such Unit together with its Appurtenant Interests or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of all Unit Owners upon the same terms and conditions as were contained in the Sale or Lease Agreement and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of paragraph (B) hereof.

Section 7.3. Acceptance of Offer. (A) In the event that the Condominium Board shall elect, within the time and in the manner provided in Section 7.2 hereof, to purchase a Unit together with its Appurtenant Interests, to lease such Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed, in either event in accordance with the terms of the Sale or Lease Agreement, at the office of the attorneys for the Condominium within 45 days after the day upon which the Condominium Board shall give notice of its election to accept such offer.

(B) If such Unit and its Appurtenant Interests are to be purchased by the Condominium Board or its designee on behalf of all Unit Owners, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may levy a Special Assessment against each Unit Owner (other than the Offeree Unit Owner) in accordance with the terms of paragraph (C) of Section 6.1 hereof and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Unit to be purchased together with its Appurtenant Interests. In addition, if the Outside Offeror was to assume or to take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Sale or Lease Agreement, the Condominium Board may purchase the Unit and

assume or take title thereto subject to such mortgage or mortgages, as the case may be. At the closing of title, the Offeree Unit Owner shall convey the Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, on behalf of all Unit Owners, by deed in the form required by Section 399-0 of the Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale notwithstanding any terms of the Sale or Lease Agreement to the contrary. Real estate taxes (including water charges and sewer rent, if separately assessed), mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Condominium Board or its designee as of the closing date, notwithstanding any terms of the Sale or Lease Agreement to the contrary. Thereafter, such Unit shall be held, so long as the same is owned by the Condominium Board or its designee, on behalf of all Unit Owners, as tenants-in-common, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit and the entire Property, as herein provided.

(C) If Section 7.2, paragraphs (D), (E) and (F) (which pertain to the sale by one Unit Owner in a 3-unit condominium) are applicable, the Purchasing Unit Owner shall be responsible for all costs of purchasing the Unit offered for sale by the Offeree Unit Owner and such Offeree Unit Owner shall convey the Unit in the same manner as set forth in paragraph (B) of Section 7.3 to the Purchasing Unit Owner or his designee.

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

Section 7.4. Failure to Accept Offer. (A) In the event that the Condominium Board shall fail to accept an offer made pursuant to the terms of Section 7.2 hereof within the respective times set forth in paragraph (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale or Lease Agreement within sixty days after (i) notice of refusal is sent to the Offeree Unit Owner by the Condominium Board or (ii) the expiration of the period within which the Condominium Board or its designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale or Lease Agreement within such sixty-day period, then, should the Offeree Unit Owner thereafter elect to sell such Unit together with its Appurtenant Interests or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Sections 7.2, 7.3 and 7.4 hereof.

(B) Any deed of a Unit and its Appurtenant Interests to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

(C) Each lease of a Unit to an Outside Offeror shall be in current form of Residential Unit lease recommended by the Real Estate Board of New York, Inc., subject to such modifications as

may be approved in writing by the Condominium Board. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease may not be amended, modified or extended without the prior written consent of the Condominium Board in each instance;

(ii) the tenant thereunder shall not assign his or her interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in each instance;

(iii) the Condominium Board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

Section 7.5. Termination of, and Exceptions to, the Right of First Refusal.

(A) A certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of Section 7.2 hereof have been met by a unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Condominium Board and that, as a result thereof, the rights of the Condominium Board thereunder have terminated, shall be conclusive upon the Condominium Board and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Unit to which the same shall relate, together with its Appurtenant Interests, may be sold, conveyed, or leased free and clear of the terms and conditions contained in Section 7.2 hereof. The Condominium Board shall furnish or cause the Managing Agent to furnish, without charge, such certificate upon written request to any Unit Owner in respect to whom the provisions of Section 7.2 hereof have, in fact been terminated. In no event, however, shall the right of first refusal described in Section 7.2 hereof be deemed released or waived by the Condominium Board (as opposed to satisfied pursuant to the express terms of Sections 7.2, 7.3 and 7.4 hereof) in the absence of a certificate that has been duly executed, acknowledged and issued by the Condominium Board or the Managing Agent as aforesaid.

(B) The terms and conditions contained in Sections 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease, or conveyance of a Unit, together with its Appurtenant Interests, by:

(i) the Unit Owner thereof to any of his or her adult Family Members (which is limited to his spouse, children, grandchildren, parents, grandparents, brothers and sisters) to any combination of the same, or to a trust for the benefit of any of them or, in the case of a Unit Owner that is not an individual, to any entity or individual that owns more than fifty percent of the legal and beneficial interest of such Unit Owner or to any entity with respect to which such Unit Owner (individual or otherwise) owns more than fifty percent of the legal and beneficial interest thereof;

(ii) Sponsor or its designee, with respect to the Unsold Units; provided, however, that the rights of Sponsor may be exercised only by the partnership, joint venture, corporation, company, trust association, or other entity as a whole. No individual principal of the Sponsor may exercise the rights of the Sponsor. In addition, any principal of the Sponsor that shall occupy or have exclusive use or control of a unit shall cease to have the rights of the Sponsor with regards to that unit;

(iii) the Condominium Board;

(iv) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, all of the terms and conditions of this Article 7.

Section 7.6. No Severance of Ownership. No Unit Owner shall execute any deed or other instrument conveying title to his or her Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.6, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.7. Payment of Common Charges. No Unit Owner shall be permitted to convey or lease his or her Unit unless he or she shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit.

Section 7.8. 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 Sponsor or its designee, or, if Sponsor or its designee is not then the owner of any Unsold Unit, to the Condominium Board) for recording in the Register's Office, the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form set forth as Exhibit E to the Declaration.

Section 7.9. Gifts and Devises, Etc. Any Unit Owner shall be free to convey or transfer his or her Unit, together with its Appurtenant Interests, by gift, or to devise the same by will or to have the same pass by intestacy to persons or entities set forth in Section 7.5(B)(i), without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, the provisions of this Article 7.

ARTICLE 8: MORTGAGING OF UNITS

Section 8.1. General. Each Unit Owner shall have the right to mortgage his or her Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages his or her Unit, or the holder of such mortgage, shall supply the Condominium Board with the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Any Unit Owner who satisfies a mortgage covering his or her Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units".

Section 8.2. Restrictions on Mortgaging. (A) No Unit Owner shall be permitted to mortgage,

pledge, or hypothecate his or her Unit unless and until he or she shall have paid in full to the Condominium Board all unpaid Common Charges and special assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

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

(C) Any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions thereto as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association, or other institutional or non- institutional lender to make the mortgage loan or take an assignment thereof.

Section 8.3. Notice of Unpaid Common Charges and Default. Whenever requested in writing by a Permitted Mortgagee, the Condominium Board shall promptly report to such Permitted Mortgagee any default by his or her mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his or her Permitted Mortgagee, if so requested. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his or her mortgagor under the Condominium' Documents, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Condominium Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 8.4. Performance by Permitted Mortgagees. Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his or her Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5. Examination of Books. Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 8.6. Consent of Mortgagees; Designation of Mortgage Representatives. Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Condominium Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any

mortgagee against his or her mortgagor.

Section 8.7 Mortgage Rights..Notwithstanding any other provisions of the declaration and by-laws:
A. Any right of first refusal in the condominium project documents will not adversely impact the rights of a mortgagee or its assignee to: (i) Foreclose or take title to a condominium unit pursuant to the remedies in the mortgage; (ii) Accept a deed or assignment in lieu of foreclosure in the event of default by mortgagor; and (iii) Sell/lease a unit acquired by the mortgagee/assignee.

B. Any Amendments of a material adverse nature to mortgagees be agreed to by mortgagees that represent at least 51 percent of the votes of unit estates that are subject to mortgages. Moreover, in any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons to be agreed to by mortgagees that represent at least 51 percent of the votes of the unit estates that are subject to mortgages.

C. Any mortgagee and guarantor of the mortgage on any unit in the condominium project the right to timely written notice of: (i)any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; (ii) delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, which is in excess of 60 days; (iii) a lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and (iv) any proposed action that requires the consent of a specified percentage of mortgagees.

D. No provision of the condominium project documents gives a condominium unit owner or any other party priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

E. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee. If the condominium association's lien priority includes costs of collecting unpaid dues, the lender will not be liable for any fees or costs related to the collection of the unpaid dues.

ARTICLE 9: CERTAIN REMEDIES
Section 9.1. Self Help. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, including, without limitation, any breach of his or her obligation to paint, decorate, maintain, repair, or replace his or her Unit pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within five days after receipt of written notice of the same from the Condominium Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Condominium Board shall determine that the abatement, removal,

or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Condominium Board may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 9.2. Abatement and Enjoinment. (A) 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.

(B) The violation or breach of any of the terms of the Condominium Documents with respect to any rights, easements, privileges, or licenses granted to Sponsor or its designee shall give to Sponsor or such designee the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 9.3. Remedies Cumulative. The remedies specifically granted to the Condominium Board or to Sponsor or its designee 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 or Sponsor or such, designee, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 9.4. Costs and Expenses. All sums of money expended, and all costs and expenses incurred, by (i) the Condominium Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or paragraph (A) of Section 9.2 hereof or (ii) Sponsor in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (B) of Section 9.2 hereof, shall be immediately payable by (a) in the event set forth in subparagraph (i) hereof, such Unit Owner to the Condominium Board or (b) in the event set forth in subparagraph (ii) hereof, the offending party (i.e., the Condominium Board or the Unit Owner) to Sponsor, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent per month (but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law). All sums payable by a Unit Owner to the Condominium Board pursuant to the terms of this Section 9.3 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 10: ARBITRATION

Section 10.1. Procedure. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a panel of three (3) arbitrators in a proceeding held in the City of New York, which arbitrators shall be appointed as follows: One arbitrator shall be chosen by the Condominium Board, one arbitrator shall be chosen by the Unit Owner and the third arbitrator shall be chosen by the two aforementioned arbitrators. The decision of the arbitrators so chosen shall be given within thirty (30) days after his or her selection or appointment. The decision shall be enforceable in a court of law of competent

jurisdiction.

Section 10.2. Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 10.3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of Sections 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction. Notwithstanding the foregoing, however, any arbitration held pursuant to the terms of the Condominium Documents with respect to a matter that arose prior to the first annual meeting of all Unit Owners held pursuant to the terms of Section 4.1 hereof shall be non-binding.

Section 10.4. Costs and Expenses. (A) The fees, costs and expenses of the arbitrators shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE 11: NOTICES

Section 11.1. General. All notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

(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 other than Sponsor or its designee, to such Unit Owner at his or her address at the Property;

(iii) if to Sponsor or its designee, to Sponsor or such designee; and

(iv) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 11.1 shall be deemed given when deposited in a United States Postal Service depository located in the State of New York enclosed in a sealed, postage prepaid wrapper, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United State Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 11.2. Waiver of Service of Notice. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the

Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 12: AMENDMENTS TO BY-LAWS

Section 12.1. General. Any provision of these By-Laws may be amended, modified, added to, or deleted by the affirmative vote of not less than 66 2/3% in number of all Unit Owners either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.10 hereof, in which Secretary's Certification there shall be described the number and percentage of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

ARTICLE 13: FURTHER ASSURANCES

Section 13.1. General. Any Person that is subject to the terms of these By-laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for therein, and take such other action as such other Person may reasonable request in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2. Failure to Deliver or Act. (A) If any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Condominium Board 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.

(B) If the Condominium Board, any Unit Owner, or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that the Condominium Board, such Unit Owner, or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Sponsor, then Sponsor is hereby authorized, as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner, or other Person, and such document or action shall be binding on the Condominium Board,

such Unit Owner, or other Person.

ARTICLE 14: MISCELLANEOUS

Section 14.1. Inspection of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 14.2. Waiver. No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 14.3. Conflicts. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be Inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control.

Section 14.4. Severability. If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5. Successors and Assigns. The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Sponsor or, with the consent of Sponsor, any transferee of all of Unsold Units.

Section 14.6. Gender. A reference in these By-Laws to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.7. Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

ADDENDUM TO THE BY-LAWS OF 37 CARROLL STREET CONDOMINIUM
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used in any manner to impede the ingress and egress to the units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

3. Nothing shall be hung or shaken from any doors, window, or open terraces or patios, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

4. There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

5. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.

6. Nothing shall be done or be kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his or her Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

7. There shall be no barbecuing in the Units, or in the Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board. Porches, decks and backyards are designated for barbecuing.

8. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises (except for noises made by children under the age of ten (10) years) or odors to be produced upon or to emanate from his or her Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No phonograph, radio or television set may be operated on Saturday. The manner of dress of each unit owner, his family and guests and invitees shall be modest and inoffensive to the majority of the unit owners. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

9. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Building unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any public area of the Building or in any of the public portions of the building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, patios, terraces, or other public portions of the building, or on the sidewalk or street adjacent to the Building.

10. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

11. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

12. Each Unit Owner shall keep his or her Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

13. The agents of the Condominium Board or the Managing Agent and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

14. The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry there is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

15. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 25 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

16. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building.

17. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

18. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

19. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

ESCROW AGREEMENT
37 CARROLL STREET CONDOMINIUM

THIS AGREEMENT made this day of between37 CARROL STREET, LLC ("Sponsor") as sponsor ofthe offering plan and KORSINSKY & KLEIN LLP., ("Escrow Agent") as escrow agent.

WHEREAS, the Sponsor is the sponsor of an offering plan to convert to cooperative/condominium ownership the premises located at 37 CARROLL STREET, BROOKLYN, NEW YORK which premises are known as 37CARROLL STREET CONDOMINIUM; and

WHEREAS, the Escrow Agent is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352 (e)(2)(b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, Sponsor desires that Escrow Agent act as escrow agent for deposits and payments by purchasers and subscribers, pursuant to the terms of this agreement.

WHEREAS, The Department of Law has revised its regulations to eliminate the Attorney General's authority to adjudicate disputes regarding the disposition of deposits, down payments, or advances ("Deposits") received by Sponsor pursuant to New York General Business Law ("GBL") §§ 352-e(2-b) and 352-h. The changes only impact Purchasers who have not received a fully executed Purchase Agreement prior to the date of service of this Amendment. For all other Purchasers, the disclosures set forth in the Procedure to Purchase Section of the Plan shall continue to govern.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the Sponsor and Escrow Agent hereby agree as follows:

(i) The escrow agent ("Escrow Agent") is: Korsinsky & Klein LLP, with an address at 2926 Avenue L. 2nd Floor, Brooklyn, New York 11210, telephone number (718)943-7022,

(ii) Escrow Agent shall serve as escrow agen for Sponsor and Purchaser. Escrow Agent has designated the following attornies to serve as signatories: Daniel J. Lieberman, Esq., Michael Korsinsky, Esq. & Joseph Klein, 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.

(iii) The Escrow Account: The Escrow Agent has established the escrow account at Citibank NA located at 1220 Avenue J, Brooklyn, NY 11230("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Korsinsky & Klein LLP Attorney Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Korsinsky & Klein LLP, 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 Purchase 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 the Interest On Lawyers Account. 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.

(iv) Notification to Purchaser: Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten(10) business days of 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 through their attorney once the Deposit is placed in the Escrow Account. If the Purchaser's attorney does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

(v) Release of Funds: All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be commingled 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 the terms and conditions set forth in the Escrow Agreement upon closing of title to the Unit; or (b) in a subsequent writing signed by both Sponsor and Purchaser; or (c) by a final, non-appealable order or judgment of a court.

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

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

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

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

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

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

The Escrow Agent will maintain all records concerning the escrow account for seven (7) years after the release of funds from the Escrow Agent. In addition to the foregoing, the Escrow Agent will comply with Section 71-a(3)(a) of the Lien Law and shall be used by the Sponsor only in connection with the consummation of the Plan. Section 71-a(3) of the Lien Law requires, at the purchaser's option, that the deposit funds be placed in an escrow account in a bank trust company, savings bank, or state or federal savings and loan association located in New York State.

Escrow Agent. A fiduciary relationship shall exist between Escrow Agent and A Purchaser, and Escrow Agent acknowledges its fiduciary obligations. Notwithstanding said fiduciary relationship, Purchasers are advised that the Escrow Agent represents, and shall be entitled to continue to represent, the Sponsor in a legal capacity.

Responsibilities of Sponsor: Sponsor agrees that it and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to Escrow Agent, so that the Escrow Agent may send purchasers the required notification of deposit in a timely manner, as required by the Attorney General's regulations (i.e. within ten (10) days of tender of deposit by purchase. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and compliance with the Attorney General's regulations.

Termination of Agreement. This Agreement shall remain in effect unless and until it is canceled, by either: (a) Written notice given by Sponsor to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor Escrow Agent; or (b)The resignation of Escrow Agent upon giving notice to Sponsor of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor EscrowAgent; or (c) All shares or units offered pursuant to the plan have been sold and all sales transactions have been consummated. Upon termination of the duties of Escrow Agent as described above, Escrow Agent shall deliver any and all funds held by it in escrow and any and all contracts or documents maintained by Escrow Agent to the new Escrow Agent.

Successors and Assigns. This Agreement shall be binding upon Sponsor and Escrow Agent and their successors and assigns.

Governing Law. This Agreement shall be construed in accordance with the governed by the laws of the New York.

Escrow Agent'S Compensation. Sponsor agrees that Escrow Agent's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to Escrow Agent, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance. The Escrow Agent shall be reimbursed by the Sponsor for all disbursements made in the course of caning out its duties under this ESCROW AGREEMENT, and for legal fees and costs incurred in order to carry out its duties as set forth in this ESCROW AGREEMENT. The Sponsor shall indemnify, save and hold harmless the Escrow Agent from any loss or damage whatsoever arising out of or by reason of the failure of the Sponsor to perform their obligations under this ESCROW AGREEMENT or the Attorney General's regulations.

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

Entire Agreement. This Agreement, read together with GBL Section 352(e)(2)(b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:
KORSINSKY & KLEIN LLP.

_____
DANIEL J. LIEBERMAN, ESQ

SPONSOR:
37 CARROL STREET, LLC.

_____

CERTIFICATION OF SPONSOR
AND SPONSOR'S PRINCIPALS

New York State Department of Law
120 Broadway - 23rd Floor
New York, New York 10271
Attn: Real Estate Financing Bureau

Re: 37 CARROLL STREET CONDOMINIUM
37 Carroll Street, Brooklyn, New York

STATE OF NEW YORK)
)ss:
COUNTY OF KINGS)

We are the Sponsor and the principals of the Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereinafter by us which amend or supplement the Offering Plan will:

(I) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I/we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statements made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Sponsor: 37 CARROL STREET, LLC

By: _____
Name: Vladimir Lempert
Title: Managing Member

_____
Vladimir Lempert, Principal

_____
Domenico Ancona, Principal

_____
Jerry Ancona, Principal

Sworn to before me this
9th of January, 2019.

_____
NOTARY PUBLIC

Daniel J. Lieberman
Notary Public, State of New York
No. 02-61500799
Qualified in Kings County
Commission Expires Aug. 7, 2022

QUATELA
ARCHITECT

December 20, 2018

CERTIFICATION BY SPONSOR'S ARCHITECT

Department of Law of the State of New York
28 Liberty Street
New York, New York 10005

Attn.: Real Estate Financing Bureau

Re: 37 Carroll Street
Brooklyn, NY 11231

The Sponsor of the Offering Plan to convert the captioned property to Condominium Ownership retained my firm to prepare a report describing the construction of the property (the "Report"). I examined the building plans and specifications that were prepared by the Paul Gugliotta, RA dated June 10, 2009. I prepared the Report dated December 20, 2018, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report. I personally conducted an inspection of the premises on August 13, 2018.

I am a registered architect in the state in which the property is located. I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made. I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of the construction, provided that the construction is in accordance with the plans and specifications that I examined;

(ii) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment

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ARCHITECT

concerning the description and/or physical condition of the property as it will exist upon completion of the construction, provided that the construction is in accordance with the plans and specifications that I examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I:
(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statements made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing 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.

Frank J. Quatela, R.A. A.I.A.

Sworn to before me this
20th day of December, 2018

Notary Public

JOSEPH LUNA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LU5[illegible]1660
Qualified in Queens County
Commission Expires August 18, 2020

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CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

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

RE: 37 CARROLL STREET CONDOMINIUM
37 Carroll Street, Brooklyn, New York

Gentlemen:

The sponsor of the condominium offering plan for the captioned property retained me to review the Schedules B and B-1 set forth in the Condominium Offering Plan. Which Schedules B and B-1 contain the projections of income and expenses for the first year of condominium operation. I have been actively engaged in real estate for over ten (10) years and have managed over 25 buildings, including rentals, condominiums and cooperatives.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1.

I have reviewed Schedule B and B-1 and investigated the facts set forth in Schedule B and B-1 and the facts underlying them with due diligence in order to form a basis for this certification. I have also relied on my experience in managing residential buildings.

I certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that the Schedules:

(a) set forth in detail the projected income and expenses for the first year of condominium operation;

(b) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(c) not omit any material fact:

(d) not contain any untrue statement of a material fact;

(e) not contain any fraud, deception, concealment or suppression:

(f) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

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(g) not contain any representation or statement which is false, where I:

(i) knew the truth;
(ii) with reasonable effort could have known the truth;
(iii) made no reasonable effort to ascertain the truth; or
(iv) did not have knowledge concerning the representations or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor. I understand that a copy of this Certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

DAVID DANDHAUS

Sworn to before me this
9 day of January, 2019

Notary Public

Daniel J. Lieberman
Notary Public, State of New York
No. 02-61500799
Qualified in Kings County
Commission Expires Aug. 7, 2022