CONDOMINIUM OFFERING PLAN

THE 58 SAINT MARKS PLACE CONDOMINIUM

Property Located at:
58 Saint Marks Place
Brooklyn, NY 11217
Kings County

THE OFFERING PRICE OF:	
THE ONE HUNDRED FOUR (104) RESIDENTIAL UNITS IS	$169,890,000.00
THE ONE (1) COMMERCIAL UNIT IS	$13,900,000.00
THE FORTY-EIGHT (48) PARKING SPACE LICENSE IS	$7,200,000.00
THE SIXTY-FIVE (65) STORAGE SPACE LICENSES IS	$1,300,000.00
THE FIFTY-THREE (53) BICYCLE SPACE LICENSES IS	$26,500.00
FOR A TOTAL INITIAL OFFERING PRICE OF	$192,316,500.00

The Condominium will consist of One (1) Commercial Unit, One (1) Community Facility Unit, One Hundred Five (105) Residential Units, Forty-Eight (48) Licensed Parking Spaces, and Sixty-Five (65) Licensed Storage Spaces. The One (1) Commercial Unit, One Hundred Four (104) Residential Units, Forty-Eight (48) Parking Space Licenses, Sixty-Five (65) Storage Space Licenses, and Fifty-Three (53) Bicycle Space Licenses are being offered for sale pursuant to this offering. The One (1) Community Facility Unit and One (1) Residential Unit are not being offered for sale pursuant to this offering and will be conveyed to the Condominium.

SPONSOR
4TH AVENUE DEVELOPMENT OWNER LLC
221 WEST 37TH STREET, 5TH FLOOR
NEW YORK, NY 10018

The Date of Acceptance for Filing is _____. This Offering Plan may not be used after _____, unless extended by amendment.

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

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

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

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PART I
SPECIAL RISKS

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THESE OFFERING MATERIALS CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT. THE FOLLOWING IS A SUMMARY OF CERTAIN SPECIAL RISK CONSIDERATIONS IN CONNECTION WITH THE OFFERING PLAN BUT IS NOT INTENDED TO SUMMARIZE ALL MAJOR FEATURES OF THE OFFERING PLAN. PROSPECTIVE PURCHASERS ARE URGED TO READ THE FOLLOWING SPECIAL RISK FACTORS IN CONJUNCTION WITH THE OFFERING PLAN FOR A DISCUSSION OF THESE AND OTHER IMPORTANT ASPECTS OF THIS CONDOMINIUM OFFERING.

1. Sponsor reserves the right to control the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) three (3) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect new board members unrelated to the Sponsor within thirty 30 days of the expiration of the Sponsor Control Period. However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period. In the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board of Managers. See the section "Control by The Sponsor" set forth in Part I of the Offering Plan.

2. Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units rather than rent after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Sixteen (16) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor; Sponsor could effectively control the Board indefinitely. The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board. Owner-occupants and non-resident owners, such as Sponsor may have inherent conflicts on management of the Condominium. See the section "Control by The Sponsor" set forth in Part I of the Offering Plan.

3. Sponsor has obtained financing from Bank Leumi USA, located at 579 Fifth Avenue, New York, NY 10017. The liens held by the Lender shall be subordinate to the Declaration. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the Lender's mortgage upon tender of the minimum release price as agreed to

between Sponsor and Lender. See the section "Terms of Sale" set forth in Part I of the Offering Plan.

4. Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

   Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

   Limited Common Elements and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner. There are fences that separate the private terraces, the mechanical unit area and the outdoor accessory recreation area; fences are constructed from metal sheets, 4'-6" high.

   See the sections "Description of Property and Improvements" and "Schedule A" set forth in Part I of the Offering Plan and see the "Description of Property and Building Condition," "Floor Plans," and "Declaration" set forth in Part II of the Offering Plan.

5. Each Unit will have a refrigerator/freezer, dishwasher, and range with oven and hood. Washer and dryer hookups will be provided within Units without a washer or dryer. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth in the Description of Property and Specifications and Building Condition. The Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Offering Plan are included in the offering prices listed in Schedule A. See the section "Description of Property and

Improvements" set forth in Part I of the Offering Plan.

6. New York City's Façade Inspection Safety Program ("FISP"), also known as Local Law 11/98 applies to this Building. FISP requires that owners of buildings, with greater than six stories above grade, have their exterior walls and appurtenances inspected periodically. FISP reports are due once in five-year cycles. Once a new building is issued the first temporary Certificate of Occupancy, the five-year "grace period" begins. After this five-year period is over, the building must file during the next applicable cycle. Unless Sponsor still controls the Board at such time, the obligation to comply with FISP shall be solely on the Unit Owner-controlled Board. Sponsor shall have no responsibility or obligation to organize such inspections after the termination of the Sponsor Control Period. The cost of retaining a Qualified Exterior Wall Inspector to perform the inspection and file the report, as well as making any necessary repairs, will be a Common Expense in the future. The cost of retaining a Qualified Exterior Wall Inspector is currently approximately $5,000; Sponsor makes no warranty or representation that the law will not change or what the actual cost of compliance will be. In the same fashion, the Condominium Board will be responsible for maintaining the sidewalk(s) in accordance with the requirements of the Department of Transportation. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

7. There are lot line windows in the Building, on the western wall of the 11 line of Unit from floor 4 through 8. Characterization of a window as a lot line window generally means that depending on the proximity and height of improvements on the adjacent property, the lot line window is required by law to be protected against fire occurring in the improvements on adjacent lots in a manner satisfactory to the Department of Buildings. Such fire protection can include sealing the window completely, sprinklering it, using glass block instead of ordinary window glass, or using windows made of steel with wire mesh. Consequently, prospective Purchasers should be aware that in the event that the adjacent property is renovated, reconstructed or enlarged at any time in the future, the lot line windows on these facades of the Building may be required to be in-filled with fire-rated construction, the costs of which would be borne by all of the Residential Unit Owners as a Residential Common Expense. If certain of these windows remain open, they may be required to have sprinkler heads installed and their surrounding walls in-filled with fire-rated construction. Lot line windows may not be counted toward light and ventilation requirements; such windows will be built in compliance with applicable building codes and regulations. The current estimated costs of such work is approximately $5,000 for each lot line window. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

8. The Forty-Eight (48) Licensed Parking Spaces and Fifty-Three (53) Licensed Bicycle Spaces are Common Elements located in the sub-cellar, licensed by the Board of Managers. The Sixty-Five (65) Licensed Storage Spaces are Common Elements located in the cellar, licensed by the Board of Managers. Sponsor will be the initial Licensee of each Licensed Space and remain so until the licenses are sold or abandoned; such licenses may be terminated under Section 9.6 of the By-Laws. The Licensed Spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building.

   Licensed Parking Spaces will be offered to the public, including non-occupants of the Building.

Purchasers should note MDL §60 and ZR25-412 provide restrictions on use. As such, the Licensed Parking Spaces can be rented by Sponsor or by Purchasers of a Parking Unit to persons other than an occupant of the Building. However, in the event a Licensed Parking Space is being rented by a non-occupant and an occupant makes a written request to rent the Licensed Parking Space, the Licensed Parking Space must be offered to the occupant making such request. Purchasers are advised to refer to MDL §60 and ZR25-412 for further information.

A space may be provided and maintained in any multiple dwelling or upon the premises thereof, or a structure may be erected and maintained at the rear or side thereof, for the storage of passenger motor vehicles, but only with a written permit therefor when required by local law and in accordance with every applicable local law, ordinance, resolution, code provision or regulation and with the following provisions:

Such space or structure shall be used solely for the storage of passenger motor vehicles of the occupants of the multiple dwelling or of multiple dwellings under common ownership, except that, in the event such space or structure or part thereof is not used by such occupants, it may be rented by the owner or owners of such dwelling or dwellings to persons other than the occupants thereof. The space which has thus been rented shall be made available to an occupant within thirty days after written request therefor. However, such space may be used also for the storage of any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the site and of the dwellings thereon.
See N.Y. Mult. Dwell Law § 60

R3 R4 R5 R6 R7 R8 R9 R10

In the districts indicated, such spaces shall be designed and operated primarily for the long-term storage of the private passenger motor vehicles used by the occupants of such residences.

However, such spaces may be:

(a) rented for periods of not less than one week and not more than one month to persons who are not occupants of the residences to which such spaces are accessory for the accommodation of the private passenger motor vehicles used by such non-residents, provided that such spaces are operated in accordance with the regulations promulgated by the Commissioner of Buildings, in a manner which will not adversely affect the residential character of the neighborhood; or

(b) occupied by car sharing vehicles, provided that:

(1) in R3-2 and R4 Districts, except R4-1, R4A and R4B Districts, the number of spaces occupied by car sharing vehicles shall not exceed 10 percent of all spaces in a group parking facility that contains 20 or more spaces; and

(2) in R5, R6, R7, R8, R9 and R10 Districts, except R5A Districts, the number of spaces occupied by car sharing vehicles shall not exceed five spaces or 20 percent of all accessory off-street parking spaces, whichever is greater.

Such spaces provided pursuant to paragraphs (a) and (b) of this Section shall be made available to the occupants of the residences to which they are accessory within 30 days after written request is made to the landlord.
See Zoning Resolution of the City of New York 25-412

P1 and P21 has been designated as a handicapped parking space and will be the last parking space sold if not previously sold to a Purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of the handicapped parking space and any subsequent sale or transfer of it is subject to the following covenants and restrictions:

In the event the present or future owner of a Unit in the Condominium, or a member of their family residing in the Unit, becomes handicapped and acquires handicapped plates for their vehicle, and said Unit Owner is the owner or licensee of a parking space, said Unit Owner has the right to demand that the owner or licensee of the handicapped parking space trade the handicapped parking space they own or licensed with said handicapped Unit Owner.

In the event the present or future owner of a Unit or member of their family residing in the Unit, becomes handicapped and said Unit Owner does not own or license a parking space, said Unit Owner has the right to demand that the owner or licensee of P1 and P21 sell it at then current, fair market value to said handicapped Unit Owner. All costs and expenses entailed in the transfer of P1 and P21, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner or licensee of P1 and P21 must comply with the aforementioned demand upon thirty (30) days written notice. Notice shall be delivered by hand delivery, certified or registered mail, return receipt requested, or overnight delivery service. Alternative means may be used where written acknowledgement of such delivery is delivered by the party receiving such notice.

If the parties cannot agree on the fair market value of P1 and P21 then the parties agree to submit the matter to binding arbitration in accordance with Article 16 of the By-Laws of the condominium.

See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

9. The Property is subject to an E-Designation for Noise (E-33) pursuant to the 4th Avenue Rezoning (CEQR #88-032K and ULURP #870955ZMK) and the regulatory oversight of the New York City of Environmental Remediation ("OER"). A Notice of Satisfaction is required in order to obtain a TCO or FCO. The Building will be designed with windows that have an "alternate method of ventilation". The windows will be designed with trickle vents that can bring in sufficient air for code requirements when the window is in a closed position. In order to comply with the E requirements for Noise, a Remediation Action Plan (RAP) has been prepared and has been submitted to OER for approval. The RAP indicates that the following noise attenuation requirements will be met:

    - The minimum required OITC rating is 25 dBA for the 1st floor and 30 dBA for

remaining floors.
    - Windows have been selected so that they comply with these minimum requirements.
- Trickle vents will be installed as an alternate means of ventilation per the Noise "E" requirements.
- Pending approval of the RAP by OER, the windows and trickle vents will be implemented and the noise "remedy" will be documented via the preparation and submittal of a Noise Installation Report; this report will certify that the Noise "E" requirements have been satisfied.

See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

10. Sponsor intends to complete the Building and file for a TCO or FCO encompassing the entire Building. In the event that Sponsor obtains a partial TCO for a particular Unit or floor, and Unit Owners take occupancy while construction is ongoing on portions of the Building not covered by a TCO, a Tenant Protection Plan will be drafted as required by code and distributed to each Unit Owner. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

11. No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any window, portion of the façade or curtain wall, and/or terrace in the Building. The Sponsor has no other projects within the immediate vicinity of the Building and has no development projects approved by the NYC Department of Buildings that will be adjacent to or directly across the street from the Building. If any material change in the vicinity occurs that affects the use or enjoyment of the property while sales are ongoing, an amendment will be filed within 30 days after the information becomes known to the Sponsor disclosing the material change. See the section "Location and Area Information" set forth in Part I of the Offering Plan.

12. Floor Plans depicting layouts of Units in this Schedule A appear in Part II of the Offering Plan. Purchasers should note that the square footage of each Unit, as reflected in Schedule A, the Floor Plans set forth in Part II of the Offering Plan, and in Exhibit B to the Declaration set forth in Part II of this Offering Plan are approximate and are within reasonable tolerances. Each Residential Unit is measured horizontally from the exterior side of exterior walls (perimeter columns and mechanical pipes, ducts and shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit. Each Unit will be measured vertically from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. Dimensions listed on Schedule A are based on this method of measurement; since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of each Unit is significantly less than the area listed in Schedule A. Floor area may include columns, mechanical pipes shafts, shaftways chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Each Unit also includes the interior doors and walls and all

plumbing, gas and electrical fixtures, lines, conduits and equipment such as refrigerators, dishwashers, panel boxes, ranges and other appliances, as may be affixed, attached or appurtenant to said Unit, not including the Building heating equipment and system, plumbing, gas and electrical fixtures and equipment as used in the preceding sentence include exposed and unexposed (to the extent solely serving or benefiting the Unit) gas and water pipes attached to the fixtures, appliances and equipment fixtures, appliances and equipment, and appliances and any special equipment, fixtures or facilities affixed, attached, or appurtenant to the Unit. See the section "Schedule A" set forth in Part I of the Offering Plan.

13. The Fifty-Three (53) Licensed Bicycle Spaces will carry no monthly license fee during the First Year of Operations and Sponsor does not anticipate the Board of Managers to assess a monthly license fee during the Sponsor Control Period. However, the Board of Managers, in their sole discretion, may assess a monthly license fee for the Licensed Bicycle Spaces in subsequent years. See the section "Schedule B" set forth in Part I of the Offering Plan.

14. The Condominium association will not employ any staff on payroll as an association, all staff to be provided by a third-party service provider. Staffing expenses can be found in Footnote 7 of Schedule B. The cost of third-party staffing is an estimated annual cost of $566,314.37. This includes a live-in resident manager, a full time porter, a part time porter, a handyman, and 24/7 concierge.

    Such level of staffing complies with all applicable housing and labor laws; condominium unit owners are considered resident owners and are responsible for providing for adequate janitorial services in their multiple dwelling buildings; at the Board of Managers and Unit Owners' discretion, this may include providing the services themselves and hiring a competent janitor or superintendent to assist them (see Hatcher v. Bd. of Managers of 420 W. 23rd St. Condo., 2007 NY Slip Op 3750, 39 A.D.3d 436, 835 N.Y.S.2d 112 (App. Div.) and Hatcher v. Bd. of Managers, 12 Misc.3d 78 at 80, 819 N.Y.S.2d 374 [2006]). See the section "Schedule B" set forth in Part I of the Offering Plan.

15. The estimate of legal expense is based upon any anticipated consultation with an attorney to be retained by the Condominium Board. Such consultation would include, but not be limited to, issues raised by the Board of Managers in connection with the operation of the Property. No separate counsel has been appointed by Sponsor for the Condominium, it is not anticipated that any legal expense shall be required by the Condominium during the First Year of Operations. Therefore, $0 has been allocated to this expense. However, in the event that legal services are required by the Condominium, then such services would be billed on an hourly rate or monthly retainer rate to be determined and negotiated by the Board of Managers with the attorney to be retained. In future years, the legal expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. For example, if future legal expenses are attributable to solely to Residential Units, then legal expenses will be allocated to the Residential Units. See the section "Schedule B" set forth in Part I of the Offering Plan.
16. Sponsor will transfer title of the Community Facility Unit to the Condominium without compensation on or around the expiration of the Sponsor Control Period; this is expected to be in the second or third year of operation.

Sponsor will also transfer title of Unit 210 to the Condominium for $1,050,000 on or around the expiration of the Sponsor Control Period; this is expected to be in the second or third year of operation. A loan commitment will be obtained within three months prior to the closing of Unit 210, the Offering Plan will be promptly amended to disclose the salient provisions of the agreement. The Purchase Agreement between Sponsor and the Condominium will be substantially the same form as all other Units, see Form of Purchase Agreement set forth in Part II of the Offering Plan.

Until such Units are transferred, the Condominium shall pay Sponsor rent in an amount equal to the projected carrying costs of these Units as if the Units were conveyed as of the First Closing; in future years this line item is expected to remain consistent, including after the Units are conveyed.

The carrying costs attributable to Unit 210 (the resident manager's Unit) and the Community Facility Unit, which will both be conveyed to the Condominium, are allocated to the Residential Unit Owners. The carrying costs budgeted for the Community Facility Unit include $282.29 in Common Charges, $3,387.50 in real estate taxes, $116.00 for gas, and $2,930.00 for electricity. The carrying costs budgeted for Unit 210 include $8,457.41 in Common Charges, $11,678.08 in real estate taxes, $3,600 for cable and internet, $2,400 for electricity, and $33,819.76 for the mortgage on the Unit.

The purchase price for Unit 210 will be $1,050,000, with $63,000 budgeted in closing costs. A total of $588,919 will be collected from the sale of the Residential Units as a contribution towards the cost of the residential manager's Unit, the remaining balance of $525,000 will be financed with a 10 year loan amortized over 30 years; assuming a 5% interest rate, this results in a monthly payment of $2,818.31 or $33,819.76 a year. At the time the financing is procured, if 100% of the Residential Units offered have not been sold, Sponsor shall pay the difference between the amount each Purchaser contributed at each closing and the equity necessary to obtain the financing (this amount represents the contribution that would have been made by Unsold Units); Sponsor shall be reimbursed for this payment at each post-conveyance closing. See Schedule A for the contribution owed for each Unit.

See the section "Schedule B" set forth in Part I of the Offering Plan.

17. The Building contains two Non-Residential Units: one (1) Commercial Unit and one (1) Community Facility Unit. The one (1) Commercial Unit contains six separate storefronts. Subject to compliance with all laws, including, without limitation, the Certificate of Occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the By-Laws, the Commercial Unit and Community Facility Unit may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purposes. Examples of commercial uses include, but are not limited to, a retail store, pharmacy, school, laundromat, and bank. Examples of community facility uses include, but are not limited to, a school, religious institution, library, medical center, day care, non-commercial recreation centers, non-commercial art gallery, and a museum.

    The Common Charges payable by Non-Residential Unit Owners shall be sufficient to cover the expenses attributable to said Units. Expenses will be allocated in compliance with §339-

m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. §339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and apportion common expenses among Residential and Non-Residential Units "based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners", if so authorized by the Declaration and By-Laws. Article 14 of the Condominium Declaration and Article 9 of the By-Laws, set forth in Part II of this Plan, authorizes the Board of Managers to allocate the costs of operating the Condominium among the Residential and Non-Residential Unit Owners pursuant to the allocations set forth in the Budget for the Condominium's First Year of Operation. If any category of Unit Owner contends that any method of allocation determined by the Board of Managers is inequitable, the dispute may be submitted to arbitration as provided in the By-Laws. Since the Non-Residential Unit Owner is responsible for all internal repairs and maintenance, heavier wear and tear attributable to commercial use of the Non-Residential Unit shall not impact the budget for the Condominium. Any increase in expenses for services provided to the Residential Units, but which are not utilized by the Non-Residential Units, or services which are provided to the Non-Residential Unit, but which are not utilized by the Residential Units, shall not impact the Common Charges payable by the Non-Residential Unit Owner or by the Residential Unit Owners, nor shall such increases be passed along as an assessment or surcharge to either party. If the Board of Managers incurs any increase in insurance premiums as a direct result of an increase in insurance risk resulting from any special use of the Non-Residential Unit, such Unit Owner shall bear the cost of any such increase in insurance premiums over the premiums that would be charged but for the extra insurance risk due to the use of such Unit.

A Non-Residential Unit Owner has certain special rights under the Declaration; it is not anticipated that such differences in rights and obligations will have a materially adverse impact upon the Condominium. Except to the extent inconsistent with the By-Laws or prohibited by law, and unless there shall be a material adverse effect on the Residential Unit Owners, a Non-Residential Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon their Non-Residential Unit; (2) change the layout or number of rooms in the Non-Residential Unit from time to time; (3) change the Non-Residential Unit, by subdividing the same, into any desired number of Units, combining any Units resulting from a subdivision, altering the boundary walls between the Non-Residential Unit, or otherwise; (4) designate all or part of a Non-Residential Unit as a newly created Non-Residential Common Element; (5) reapportion among the newly created Non-Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which 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; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the original Non-Residential Unit; and (6) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of the Non-Residential Unit Owner) to provide that such Non-Residential Unit may be used for any purpose which is lawful at the time that such amendment is made.

The Board of Managers and the Residential Unit Owners will not have any right to restrict or limit any lawful use of a Non-Residential Unit. No representation or warranty is made as to who the owner or tenants of the Unit may be at any time, or as to the uses to which such Unit may be put at any time. See the By-Laws for restrictions of use of the Non-Residential Units. The Sponsor-Controlled Board shall not be permitted to amend the By-Laws to permit any of the currently impermissible uses of the Non-Residential Units.

In addition, a Non-Residential Unit Owner will have an easement through and along all of the General Common Elements and Residential Common Elements to install, maintain, operate, repair and replace any and all cables, conduits, wires, apparatus and equipment as may be required in connection with telecommunications and the general operation of the Non-Residential Unit and similar equipment. Any utility, cable TV or similar company that is entitled by law to install equipment in such portion of the Common Elements shall have an easement through the Non-Residential Unit in such manner as shall be reasonably determined by the Condominium Board. Each of the foregoing easements shall be exercised in such manner as to not unreasonably disrupt the use by other Unit Owners of their respective Units. However, it is Sponsor's opinion that the foregoing rights in favor of the Non-Residential Unit Owner will not have a material adverse impact upon the Condominium.

See the section "Non-Residential Units" set forth in Part I of the Offering Plan.

18. Sponsor will transfer title of the Community Facility Unit to the Condominium without compensation and in accordance with 339-x of the Condominium Act (which states, in part, that a Unit may be conveyed to the board of managers of the condominium on behalf of all other Unit Owners, and transferor unit owner is exempt itself from common charges thereafter accruing, which the Condominium is now responsible for) and Article 15 of the Declaration as set forth in Part II of the Plan within thirty (30) days of the First Unit Closing. Upon transfer, the Board of Managers becomes the Unit Owner of the Community Facility Unit on behalf of the Condominium.

While the Board of Managers owns the Community Facility Unit on behalf of the Unit Owners of the Condominium, including during and after the Sponsor Control Period, which is a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Unit Purchasers; or (b) three (3) years after the date the first Unit has been conveyed to a Unit Purchaser, the Board of Managers will be responsible for any expenses attributable to the Community Facility Unit such as taxes, Common Charges, or utilities. The Board of Managers will assess Common Charges to Unit Owners to pay for these expenses. Expenses attributed to the Community Facility Unit are budgeted for, along with the resident manager's Unit that will also be owned by the Condominium; see Schedule B footnote 12.

The Board of Managers will make decisions regarding the permitted use of the Community Facility Unit, whether it will be rented, subdivided, who would be a potential tenant, and whether the Unit should be sold. The Board of Managers will own the Community Facility Unit and use or dispose of it as the Board of Managers deems fit and in accordance with any applicable law. While the Condominium owns the Community Facility Unit, any rental income or sales proceeds will go to the Board of Managers on behalf of the Condominium; the Board of Managers, both during and after the Sponsor Control Period has a fiduciary duty to act in

the best interests of the Condominium and the Unit Owners. The Board of Managers may allocate rental income or sales proceeds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges. If the Board of Managers sells the Community Facility Unit, the new Community Facility Unit Owner will be responsible for any expenses attributable to the Community Facility Unit such as taxes, Common Charges, or utilities.

See the section "Non-Residential Units" set forth in Part I of the Offering Plan.

19. In the event a Purchaser takes possession of a Unit prior to Closing pursuant to an Interim Lease, upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after notice thereof, or immediately after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the apartment will terminate, and Purchaser must vacate the Apartment. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due in addition to any liquidated damages due pursuant to the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement. Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. See the section "Interim Leases" set forth in Part I of the Offering Plan.

20. A person desiring to purchase a Unit will be required to execute in duplicate a Purchase Agreement, substantially in the form set forth in Part II of this Offering Plan, and deliver the Purchase Agreement to Sponsor together with a check equal to the sum of ten percent (10%) of the purchase price. Said check shall be drawn to the order of "Marans Newman Tsolis & Nazinitsky LLC, as Escrow Agent." All funds received from Purchasers, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be made payable to or endorsed by Purchaser to the order of Marans Newman Tsolis & Nazinitsky LLC as Escrow Agent. An additional sum of five percent (5%) of the purchase price will be due and payable in the same manner upon the earlier of (i) six (6) months after the date of execution of this Purchase Agreement, or (ii) fifteen (15) days after Sponsor serves Purchaser with written notice of an amendment declaring the Offering Plan effective, but in no event later than the closing of title, subject to collection, provided however, that if the Purchase Agreement is entered into after the Offering Plan has been declared effective, Sponsor reserves the right to require both the initial Deposit and additional Deposit due and payable upon execution of the Purchase Agreement. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

21. Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever,

whether written or oral, made by Sponsor, Selling Agent or otherwise, 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, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Offering Plan specifically represented; Purchaser has relied solely on their own judgment and investigation in deciding to enter into the Purchase Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of the Purchase Agreement. Purchaser shall not be relieved of any of Purchaser's obligations under the Purchase Agreement, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in this Offering Plan. A decrease in a unit's area of 5% or less may not trigger Purchaser's right to consent unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. The provisions of this paragraph shall survive the closing of title or the termination of the Purchase Agreement. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

22. Except as prohibited by law, Purchasers expressly waive trial by jury in any litigation arising out of, connected with, or relating to the Purchase Agreement or the relationship created in the Offering Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this paragraph shall survive closing of title or the termination of the Purchase Agreement. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

23. If Sponsor prevails, Purchaser shall be obligated to reimburse Sponsor for any reasonable legal fees and disbursements incurred by Sponsor, as determined by a court of law, in successfully defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. If Purchaser prevails, Purchaser will not be reimbursed for any legal fees or disbursements incurred by Purchaser in successfully defending Purchaser's rights under the Purchase Agreement or otherwise enforcing Sponsor's obligations thereunder. These provisions shall survive closing of title or the termination of the Purchase Agreement. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

24. Purchasers are advised that all Deposits will be held in one of two escrow accounts maintained at Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017 (each account individually is the "Escrow Account"). Deposits for Units on floors 1 through 5, except Unit 516, will be held in an escrow account maintained by Betesh & Associates, PLLC as escrow agent. Deposits for Unit 516 and Units on floors 6 through 12 will be held in an escrow account maintained by Marans Newman Tsolis & Nazinitsky LLC. The Escrow Account is federally insured by the

FDIC at the maximum amount of $250,000 per deposit. Purchasers making Deposits in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of this amount. Purchasers are also advised that if Purchasers have an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, the Deposit shall remain in a non-interest-bearing account and may not be federally insured even if the Deposit does not exceed $250,000. No representation is made with respect to any further changes in law concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

25. Sponsor anticipates that the first closing of a Unit will occur by January 1, 2022. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Unit; or (ii) the projected date of closing of title to the first Unit occurs later than December 31, 2022, twelve (12) months after the projected date for the first closing. If the Offering Plan is amended to provide for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date. Purchasers should note that even if the first closing occurs on or before January 1, 2022 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into) or within the twelve month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In such case, provided that Sponsor is diligently pursing completion of construction and the issuance of a Certificate of Occupancy and is otherwise in compliance with its obligations under the Offering Plan, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

26. The First Year of Operations is estimated to commence January 1, 2022. It is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Residential Closing may occur sooner or later than the projected First Year of Operations, and closing to certain Residential Units may occur substantially before or after closing for other Residential Units. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by twenty-five percent (25%) or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to rescind their Purchase Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned, together with interest earned thereon. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

27. There are numerous time constraints imposed in the Purchase Agreement set forth in Part II of

this Offering Plan. TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the balance of the purchase price and to pay, perform or observe Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default as defined in the Purchase Agreement, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate the Purchase Agreement. If Sponsor so elects to terminate, the Purchase Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Offering Plan and the Agreement, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THE PURCHASE AGREEMENT OR THE OFFERING PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

See the section "Procedure to Purchase" set forth in Part I of the Offering Plan and "Form of Purchase Agreement" set forth in Part II for a statement of all applicable time limitations.

28. The terms and provisions of the Purchase Agreement and Purchaser's obligations thereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof). Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations under the Purchase Agreement. A Purchaser who does not obtain financing may lose the Deposit if they are unable to otherwise raise the monies for the balance of the purchase price. A Purchaser who requires financing is advised to consult with a lending institution before execution of this Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficult obtaining a loan in a building or group of buildings where the sponsor or holder of unsold

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

Purchasers who wish to make the Purchase Agreement contingent on financing must make a prompt application to the Sponsor Designated Lender within three (3) days of the Purchaser receiving the signed counterpart of the Purchase Agreement from Sponsor. Purchasers can choose one of the following three as a Sponsor Designated Lender:

Citizens Bank, John Vlogianitis, NMLS #420544, Johnny.V@citizensbank.com, Cell: 516 410 4583, 125 Park Avenue, 18th floor, New York, NY 10012

Wells Fargo Home Mortgage, Brian Scott Cohen, NMLSR #410025, Brian.Cohen@wellsfargo.com, Tel: 718-780-9132, Website: www.brianscottcohen.com, 475 Atlantic Avenue, Brooklyn, NY 11217

Popular Bank, Phillip Robles, NMLS # 150559, probles@popular.com, Office: (212) 417-6684 Cell: (917) 405-4536

The Federal Savings Bank, Israel Weinstock, NMLS#37270, Direct: 646-668-3950, Cell: 646-261-6121, e-fax: 646-804-6431, iweinstock@thefederalsavingsbank.com

Upon application to the Sponsor Designated Lender, the Sponsor will consent to the financing contingency. The Sponsor Designated Lender requires that at least fifty percent (50%) of units be under contract before it will close a loan, however the Sponsor Designated Lender allows for less than this figure in certain situations for Unit Purchasers. Therefore, Purchasers should note that even if a Purchaser obtains and satisfied all conditions of the financing commitment applicable to the Purchaser, the closing of the loan may be delayed or may not occur if the minimum sales requirements are not satisfied. If the Sponsor Designated Lender does not close a Purchaser's loan for this reason, the Sponsor shall grant to such Purchaser a right of rescission, and Purchaser will be allowed fifteen (15) business days to exercise the right of rescission. Further, the Sponsor has materially complied with the Sponsor Designated Lender's By-Laws requirements, and a Reserve Fund in the amount of ten percent (10%), or some lesser amount set forth in a reserve study, is required. However, such Reserve Fund may be established through the collection of Common Charges as such Reserve Fund is set forth in the Budget for the Condominium.

A Purchaser of a Unit shall have thirty (30) days after the receipt of a signed counterpart of the Purchase Agreement from Sponsor to obtain a written financing commitment from the Sponsor Designated Lender. If the Purchaser does not receive a written financing commitment from Sponsor Designated Lender within said thirty (30) day period, time shall be of the essence with respect to Purchaser's obligation to notify Sponsor, in writing, within ten (10) business days after the thirty (30) day period to terminate the Purchase Agreement. Sponsor makes no representation as to the availability of any such financing. Purchasers are advised that even if they receive a financing commitment, its term may be limited and it may expire prior to the

Unit Closing Date unless extended by the Purchaser. If the financing commitment expires prior the Unit Closing Date and Purchaser has made a good faith effort to extend the commitment, the Sponsor will grant the Purchaser a right of rescission. The Purchaser will be allowed ten (10) business days to exercise the right of rescission. If the Purchaser does not timely exercise this right of rescission then Purchaser shall be deemed to have waived the right to cancel the Purchase Agreement.

If a written commitment is not issued by the Sponsor Designated Lender within the above stated thirty (30) day period, then unless Purchaser has accepted a commitment that does not comply with the requirements set forth in Section 34 of the Purchase Agreement, Purchaser may cancel the Purchase Agreement by giving notice to Sponsor (the "Cancellation Notice") within ten (10) business days after the Commitment Date, TIME BEING OF THE ESSENCE, in which case the Purchase Agreement shall be deemed canceled and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of the Purchase Agreement, except that the Deposit shall be refunded to Purchaser within ten (10) business days thereafter. The cancellation notice shall be accompanied by a copy of any loan refusal letter or non-complying commitment, as the case may be, issued by the Sponsor Designated Lender, if available, or if not available, provided promptly after receipt. If Purchaser fails to give the Cancellation Notice or if Purchaser shall accept a Commitment that does not comply with the requirements set forth in Section 34 of the Purchase Agreement, then Purchaser shall be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive refund of the Deposit by reason of the contingency contained herein. The Sponsor Designated Lender is not affiliated with nor is a Principal of the Sponsor, and Sponsor will not receive any compensation for any commitments issued by the Sponsor Designated Lender. The Sponsor Designated Lender charges prevailing rates and offers prevailing terms.

In the event that the Purchaser uses a lender procured other than through the Sponsor Designated Lender, no financing contingency will apply to the Purchase Agreement. As a result, Purchaser will not have the right to cancel the Purchase Agreement if the Purchaser fails to obtain mortgage financing, or if the Purchaser's existing mortgage financing lapses or is canceled. 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 monies for the balance of the purchase 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.
See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

29. The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance.

    In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time

within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the balance of the purchase price may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

30. Purchaser may not assign the Purchase Agreement without first obtaining the prior written consent of Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute discretion. Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law. Purchaser will be required to pay to Sponsor's attorneys a fee in the amount of $1,000.00 for each assignment or change permitted by Sponsor. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

31. Pursuant to the Geographic Targeting Order issued by the Director of the Financial Crimes Enforcement Network, title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Geographic Targeting Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan and Staten Island; (3) the total purchase price is in excess of Three Hundred Thousand Dollars ($300,000.00); (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, a funds transfer, or virtual currency. This affects all residential real property closings meeting the above criteria and occurring on or after May 10, 2020 for so long as the Geographic Targeting Order remains in effect. The Geographic Targeting Order expires on November 5, 2020 and is expected to be renewed on similar terms upon expiration. A copy of the Order is available here:

    https://www.fincen.gov/sites/default/files/shared/Real%20Estate%20GTO%20GENERIC_111518_FINAL.pdf

    See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

32. The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto.

    The Offering Plan may be abandoned by Sponsor, at its sole option, at any time before it is declared effective. If the Offering Plan is to be abandoned after filing and the Sponsor has

accepted Purchase Agreements, the Sponsor shall promptly submit an amendment to the Department of Law together with form RS-3 as promulgated by the Department of Law. If payments under Purchase Agreements have been received, the amount of such funds shall be returned to the Purchasers by the Escrow Agent within five (5) business days after the amendment abandoning the Offering Plan has been accepted for filing. If there are no outstanding Purchase Agreements, the Sponsor need not submit an amendment but shall submit a form RS-3 to the Department of Law.

See the section "Effective Date" set forth in Part I of the Offering Plan.

33. Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $2,250.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor, at Closing, interest on the unpaid balance of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, where interest shall be equal to the highest legal rate as of the Closing Date (the current rate is 16% per annum). The following additional charges may apply:

    i. $500.00 to Sponsor's attorney if the Closing is not held at Sponsor's attorneys' offices at the request of Purchaser or Purchaser's lender.
    ii. $500.00 to Sponsor for each adjournment of the Closing requested or caused by Purchaser or Purchaser's lender.
    iii. $500.00 to Sponsor's attorney if the Closing is held outside New York City at the request of Purchaser or Purchaser's lender.
    iv. $1,000.00 to Sponsor's attorney for the preparation of a letter of default.
    v. $350.00 to Sponsor's attorney if a Purchaser shall obtain mortgage financing through a lender to defray the additional costs associated therewith.
    vi. $1,000.00 to Sponsor's attorney for an assignment agreement, if requested by Purchaser and provided Sponsor has consented thereto.
    vii. $1,000.00 to Sponsor's attorney for preparation of Interim Lease Agreement.

    Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit. See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

34. Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called

"mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential unit is currently one percent (1%) of the Consideration if such Consideration is $500,000.00 or less, and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit under $3,000,000 is currently $2.00 for every $500.00 or part thereof (.4%) of the Consideration. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit over $3,000,000 is currently $3.25 for every $500.00 or part thereof (.65%) of the Consideration. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the transfer taxes payable:

(i) Add the rates for RPT and NYS Tax. The result will be "Total Tax Rate"
(ii) Divide Consideration by 1 minus Total Tax Rate. The result will be "Total Consideration"
(iii) To compute RPT due, multiply Total Consideration by the RPT rate
(iv) To compute NYS Tax due, multiply Total Consideration by NYS Tax rate

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers where the consideration for the Unit is $1,000,000 or more (the "Mansion Tax"). Purchasers of Units where the consideration (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser) is $1,000,000 or more thus will be obligated to pay the Mansion Tax at closing. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors. The rates for the Mansion Tax are as follows:

$1,000,000 - $1,999,999	1.00%
$2,000,000 - $2,999,999	1.25%
$3,000,000 - $4,999,999	1.50%
$5,000,000 - $9,999,999	2.25%
$10,000,000 - $14,999,999	3.25%
$15,000,000 - $19,999,999	3.50%
$20,000,000 - $24,999,999	3.75%
$25,000,000 or more	3.90%

See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

35. Purchaser shall make a contribution to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Unit, as the same may be amended from time to time. Except for the initial contribution by Purchasers, the Reserve Fund is funded through Common Charges. See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

36. To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such credit, if applicable. If the Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to §339-ee(2) of the New York State Condominium Act.

    In the event the credit under §339-ee(2) is not available, an exemption is available if Purchaser's lender assumes or consents to the assignment of a mortgage lien encumbering such Purchaser's Unit. At the request of Sponsor, Purchaser shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property in an amount not to exceed such Purchaser's loan amount, and the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the mortgage indebtedness encumbering the Property with Purchaser's mortgage. To the extent that the Purchaser is entitled to an exemption from the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, including but not limited to Sponsor's mortgage, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such exemption. The severance and assignment of a portion of the mortgage on the Property, as contemplated herein would not result in any additional risk or cost to the Purchaser; under no circumstance will this be the cause of Purchaser losing financing. Any severance/assignment transaction will be initiated only after financing has been procured by Purchaser. After Purchaser has obtained a commitment letter, Sponsor's counsel will notify Purchaser to contact their lender and request the lender to participate in the assignment; if the lender does not agree to assume or consent to the assignment of a mortgage, then the closing will proceed conventionally. If Purchaser's lender agrees to participate, Purchaser's lender will coordinate with Sponsor's counsel to prepare the necessary documents for closing; Purchaser shall not be liable for an adjournment due solely from the additional coordination required for the severance and assignment; Sponsor shall not cause Purchaser to lose financing.

    For properties in New York City, the mortgage tax is currently 2.05% less $30.00 of any mortgage obtained by the Purchaser of less than $500,000.00 and 2.175% less $30.00 for mortgages of $500,000.00 or more. Of this amount the lender pays a portion of the mortgage tax equal to 0.25% of the mortgage amount. In no event will the amount payable by Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser if such mortgage tax credit or exemption had not been available to Purchaser.
    See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

37. No bond or other security has been furnished to secure Sponsor's obligations under the Offering Plan, including without limitation those obligations specified in the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

38. Sponsor is reserving the right to delay the collection of Common Charges. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

39. Prior to the closing of title to the first Residential Unit, Sponsor shall have obtained a temporary or final Certificate of Occupancy for the Unit. Sponsor anticipates on being able to obtain a final Certificate of Occupancy ("FCO") and all necessary permits for all elements of the Condominium within two (2) years of closing of title to the first Unit and, prior to the issuance of a FCO will cause any expiring temporary Certificate of Occupancy ("TCO") to be extended. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final Certificate of Occupancy covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York State Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to the expiration thereof, and ultimately for obtaining a FCO covering the entire Building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A

Factsheet on Certificates of Occupancy is available on the DOB website at:

http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

40. Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within twenty-four (24) months of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the budget for the First Year of Operations which is based on a fully operational building. The Board of Managers may allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

    Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the Condominium are less than the projected expenses set forth in the budget for the First Year of Operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full common charges will be refunded to all Unit Owners (including the Sponsor) on a pro-rated basis in the form of either a credit against future common charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual common charges or as to the amount of any credit that may be available as a result of such computation.

    Notwithstanding the foregoing, if a refund is contemplated for the First or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of common charges by unit owners over actual expenses for the condominium and has determined the amount of such refund as part of its annual review. For purposes of this Offering Plan, an "excess payment of common charges" shall mean the actual expenses of the condominium were less than the projected expenses set forth in the Budget of the condominium. No refund may be given unless all expenses of the condominium are paid, including but not limited to, insurance premiums and reserve funds. During the budget year following a year for which a refund was effectuated, no special assessment or increase in common charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to unit owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

41. The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statue applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime. As the Building is

greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013]. Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. Sponsor's obligations, regardless of any limitations in any warranty or in the Offering Plan, cannot go below the duty to construct the Building in accordance with all applicable Laws and the Plans and Specifications, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable Laws and the Plans and Specifications shall be resolved in favor of the latter. NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS.

Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Offering Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Offering Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair.
See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

42. In the event of a patent or latent defect, Sponsor must be notified of the defect in writing (i) by the Unit Owner to whom Sponsor sold a Unit, within six (6) months following the closing of the sale of the Unit to the Unit Owner if a patent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within six (6) months after the commencement date of the interim lease), within twelve (12) months following the closing of the sale of the Unit to the Unit Owner if a latent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within twelve (12) months after the commencement date of the interim lease), or (ii) by the Board of Managers, within the later of twelve (12) months from (a) the issuance of a TCO covering the entire Building, or (b) the first Unit Closing if the defect concerns the Common Elements. If Sponsor is not notified within these time periods, Sponsor shall not have any obligation to consider causing remediation of the problem. In no event, however, shall Sponsor be obligated to compel, or to take action to compel, the General Contractor (or any contractor or subcontractor) to perform under any guarantee or warranty given by it in connection with work

performed at the Property. If properly notified, Sponsor shall cause the defect to be remediated in accordance with all applicable laws and the Plans and Specifications. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

43. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following immaterial conditions: any condition resulting from normal wear and tear or natural deterioration from the normal movement, settlement and shrinkage or expansion of the Residential Units or the Building generally and/or building materials; partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens; normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally; non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes; non-material imperfections in painting finishes including, but not limited to, variances in color or texture; non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement; slight misalignment of bathroom finishes and minor variation in grouting or tile thickness; minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including boilers, condensing units, exhaust fans, elevator machine rooms and equipment; potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City; negligible floor noises and creaking; minor carpet or floor discoloring or stretching; non-material variations in width, length, thickness, finish, gaps or color range of wood flooring; minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other immaterial conditions in each of the following: windows, window glass, frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring; after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs; non-material variations in tone or color of marble or stone or slight floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring; leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces; minor ponding and/or controlled drainage on terraces or balcony surfaces; television, radio or other telecommunications reception; slight discoloration to hardware or plumbing finishes; minor stains, runs, lumps, shags or imperfections in weave and fabric panels; terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers; non-material scratches on window frames or glass; any other minor imperfection or immaterial condition, except as expressly warranted pursuant to this Offering Plan, provided

it is indicated on written inspection statement and delivered to and acknowledge by Sponsor. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

44. The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not unreasonably obstruct any Unit (other than an Unsold Unit). See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

45. If a Purchaser takes possession of a Unit prior to closing title through an Interim Lease, Purchaser will assume the risk of loss and the obligation to repair damage not covered by insurance already in place. Purchasers must obtain casualty insurance pursuant to the terms hereof. A person in possession who is not an owner cannot insure the Unit since they have no ownership interest, and the Unit cannot be doubly insured. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. See the sections "Rights and Obligations of the Sponsor" and "Rights and Obligations of Unit Owners and The Board of Managers" set forth in Part I of the Offering Plan.

46. Sponsor may not exercise veto power over expenses described in Schedule B of Part I of the Offering Plan or expenses required:

    i. to comply with applicable laws or regulations; or
    ii. to remedy any notice of violation; or
    iii. to remedy any work ordered by an insurer; or
    iv. any matter affecting the health or safety of the occupants of the Building.

    Sponsor may exercise veto power over expenses other than those described above for a period ending not more than five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner. See the section "Control by The Sponsor" set forth in Part I of the Offering Plan.

47. For a maximum of two (2) years from the date of the recording of the Declaration in the City Register's Office, as long as the Sponsor continues to hold fifty-one percent (51%) or more in number of the Units, the Sponsor's prior written consent shall be required in order to amend either the Declaration or the By-Laws. Furthermore, so long as Sponsor or Successor Sponsor shall own Unsold Units constituting twenty-five percent (25%) or more of the Common Interest, 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, (i) make any addition, alteration or improvement to the Common Elements or to any Unsold Unit, or (ii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iii) provide for new or additional services other than those provided for in Schedule B hereof. Sponsor shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses required to comply with applicable law, to remedy any notice of violation, to comply with any work order of an insurer, or for any matter affecting the health or safety of the occupants of the Building.

While Sponsor has voting control of the Board of Managers, Sponsor will not reduce or eliminate the services to be provided to the Condominium as set forth in this Offering Plan. See the section "Control by The Sponsor" set forth in Part I of the Offering Plan.

48. Other than a sale or lease by Sponsor, a successor of Sponsor, a Permitted Mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal. Any contract to sell a Residential Unit, together with the Appurtenant Interests, and any lease of any Residential Unit ("Sale Agreement" 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 the by-laws of the Condominium, as the same may have been amended." This right of first refusal does not apply to any Sponsor-held Units. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

49. A Unit Owner must obtain at the time of Closing "interior unit coverage", which is "walls-in" coverage also referred to as an HO-6 policy insurance. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

50. The Board of Managers will have right of access to all roof areas including setback roofs and including any and all private terraces and balconies for necessary inspection, maintenance or repairs. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

51. No Unit Owner shall make any addition, alteration, repair or improvement in their Unit, Limited Common Elements, or to the Common Elements appurtenant to their Unit, without the prior written approval of the Board of Managers, which approval will not be unreasonably withheld, provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

52. The public areas of the Condominium and those residential areas exposed to public view or other Unit Owners shall be kept in good appearance, in conformity with the dignity and character of the Building, as determined by the Board of Managers in its sole discretion, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by the Board of Managers, and (ii) each Unit Owner with respect to interior surfaces of windows and shades, venetian or other blinds, drapes, curtains, or other window decorations in or appurtenant to such Unit Owner's Unit. To promote a consistent appearance of the Building from the outside, no Residential Unit Owner shall be permitted to enclose, erect a greenhouse, and/or alter a terrace or balcony appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior written approval of the Board of Managers. The Board of Managers may issue regulations concerning the size, type, and color of window treatments to be installed on the windows of Units in other to provide a visually harmonious appearance. The Board of Managers may limit the types of personal items, furnishings, and plantings that may be placed on terraces or balconies appurtenant to a Unit. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the

Offering Plan.

53. There is no known mold growth at the Property. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains their Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that they take the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

54. Purchaser covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease prior to the closing of title and for one (1) year thereafter. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default under the Purchase Agreement, entitling Sponsor to the remedies set forth in Article 12 of the Purchase Agreement. These provisions shall survive the closing of title. A default within one (1) year after closing of title would subject Purchaser to legal liability for damages. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

55. No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion. In no event shall more than two (2) animals be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

56. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

57. Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter set forth subsequently in Part I of this Offering Plan supplied by Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP., 6 East 45th Street, Seventh Floor, New York, NY 10017 ("Property Tax Professional"). Post-construction real estate tax estimates were made by Property Tax Professional. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter by Property Tax Professional to provide prospective purchasers the information related to the property taxes for the Building set forth herein; Sponsor and Sponsor's counsel are not property tax experts, have not independently verified the Property Tax Projection Letter, and make no judgment as to its accuracy. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by Property Tax Professional thoroughly and to consult with their own tax counsel or expert regarding same. See the Property Tax Projection Letter dated August 3, 2020, set forth at the end of the section "Real Estate Taxes". The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete.

58. If separate tax assessments have not been made for individual Units prior to the closing of title to a Unit, Sponsor will collect from each Purchaser at closing, and will place in escrow in a separate account established by the Sponsor for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes). If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. Until separate tax assessments have been made for individual Units, a Purchaser that obtained financing may have to maintain a second tax escrow account with their lender. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article 2.6. of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

    If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a Special Assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

    If the actual taxes due are lower than the amount collected and held in escrow, then (i) the

Board of Managers shall pay the Unit Owners their proportionate share of any excess if the Board of Managers collected the escrow, and/or (ii) Sponsor shall pay the Unit Owners their proportionate share of any excess if Sponsor collected the escrow.

Until the Units have been separately assessed, all post-closing amendments shall disclose the amount of the funds deposited in escrow for the payment of real estate taxes for the unsold Units.
See the section "Real Estate Taxes" set forth in Part I of the Offering Plan.

59. 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 homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes. See the section "Income Tax Deductions to Unit Owners" set forth in Part I of the Offering Plan.

60. Principals of Sponsor have executed the Certification of Sponsor and Principals set forth in Part II of the Offering Plan solely for Martin Act purposes. Consistent with a First Department decision in Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, *et.al.*, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013), the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual Unit Owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See the section "General" set forth in Part I of the Offering Plan.

61. Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Sponsor, but may be utilized by Sponsor or any party acquiring the same from the Sponsor and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, Sponsor (including Sponsor's successors, assignees, or designees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

    Sponsor or any entity to whom Sponsor conveys Development Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Rights. Sponsor or any entity to whom Sponsor conveys the Development Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Rights and shall execute any documents evidencing said consent as are reasonably requested by Sponsor or any entity to whom Sponsor conveys the Development Rights.

    In the event Development Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the Development Rights to may utilize the Development Rights to increase the size, height, bulk or density of any portion of the Property.

The Property is subject to development rights or restrictions. Several ZLDAs created a zoning lot that includes the Property and adjacent tax Lots 44, 45, and 46 in order to transfer approximately 5,500 square feet of development rights to the Property. Sponsor does not anticipate any Development Rights to be available upon completion of construction.

See the section "Reservation of Air and Development Rights" set forth in Part I of the Offering Plan.

INTRODUCTION

Sponsor and Offer of Sale

4TH AVENUE DEVELOPMENT OWNER LLC (the "Sponsor"), a limited liability company organized under the laws of the State of New York, presents this offering plan (the "Offering Plan") for the establishment of condominium ownership of the land (the "Land") consisting of approximately 18,320 square feet in the City and State of New York, located at 58 Saint Marks Place, Brooklyn, NY 11217 and upon presentation of this Offering Plan known as Block 395, Lot 30 (f/k/a Lots 30, 33, 34, 35, 36, and 37), as shown in the Kings County Tax Map, and a building (the "Building") existing on the Land to be called The 58 Saint Marks Place Condominium (the "Condominium"). Sponsor acquired the Property on June 26, 2018 by deeds recorded in the City Register's Office on as CRFN 2018000220557, CRFN 2018000228282, CRFN 2018000228283, and CRFN 2018000220559.

This Offering Plan sets forth all the material terms of the offer to sell Units in the Condominium. The Condominium is subject to and will comply with the New York Condominium Act. The Offering Plan may be amended from time to time by amendment duly filed with the New York State Department of Law and served pursuant to 13 NYCRR § 20.1(d). The Offering Plan, including Part II, constitutes the entire offer of the Sponsor. Copies of the Offering Plan and all exhibits submitted to the Department of Law in connection with the filing of this Offering Plan will be available for inspection without charge by prospective Purchasers or their attorneys and copying at a reasonable charge at the Building after the on-site sales office is open and at the office of the selling agent or Sponsor. Copies of the Offering Plan will be available to prospective purchasers for a $200.00 deposit, made payable to Sponsor, in the form of a check; Sponsor shall hold the $200.00 check without depositing it, and shall return the check upon the earlier of (a) the return of the Offering Plan in good condition, such good condition to be determined at the sole discretion of Sponsor; or (b) the Closing of Purchaser's Unit. If such prospective purchaser does not close on a Unit, or Sponsor determined the Offering Plan was not returned in good condition, then the $200.00 check will be deposited by Sponsor and shall not be returned. Copies of the Offering Plan and all exhibits submitted to the Department of Law are also available for inspection, without charge, and copying, at a reasonable fee, at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, NY 10005.

The Land is under construction at the time of presentation of this Offering Plan; the structure is vacant; the prior use of the Land include a fast food establishment and mixed use buildings. Sponsor is constructing a new Building pursuant to New York City Department of Building NB approved permits. A Certificate of Occupancy will be issued for the Building reflecting the planned construction. The Building will be constructed by Sponsor in accordance with all applicable law. The Sponsor expects that construction will be complete on or about January 1, 2022. On completion of construction, the Building will consist of twelve (12) floors, a cellar, a sub-cellar, and three elevators. The Building will be divided into One (1) Commercial Unit, One (1) Community Facility Unit, One Hundred Five (105) Residential Units, Forty-Eight (48) Licensed Parking Spaces, Sixty-Five (65) Licensed Storage Spaces, and Fifty-Three (53) Licensed Bicycle Spaces.

Sponsor will be offering for sale, pursuant to this Offering Plan, the One (1) Commercial Unit, One (1) Community Facility Unit, and One Hundred Four (104) Residential Units in

accordance with the schedule of sales prices (Schedule A) set forth in Part I. These prices have been set by Sponsor and are not subject to approval by the Department of Law or any other governmental agency.

Sponsor will transfer title of the Community Facility Unit to the Condominium without compensation on or around the expiration of the Sponsor Control Period; this is expected to be in the second or third year of operation.

Sponsor will also transfer title of Unit 210 to the Condominium for $1,050,000 on or around the expiration of the Sponsor Control Period; this is expected to be in the second or third year of operation. A loan commitment will be obtained within three months prior to the closing of Unit 210, the Offering Plan will be promptly amended to disclose the salient provisions of the agreement. The Purchase Agreement between Sponsor and the Condominium will be substantially the same form as all other Units, see Form of Purchase Agreement set forth in Part II of the Offering Plan.

Until such Units are transferred, the Condominium shall pay Sponsor rent in an amount equal to the projected carrying costs of these Units as if the Units were conveyed as of the First Closing; in future years this line item is expected to remain consistent, including after the Units are conveyed.

The carrying costs attributable to Unit 210 (the resident manager's Unit) and the Community Facility Unit, which will both be conveyed to the Condominium, are allocated to the Residential Unit Owners. The carrying costs budgeted for the Community Facility Unit include $282.29 in Common Charges, $3,387.50 in real estate taxes, $116.00 for gas, and $2,930.00 for electricity. The carrying costs budgeted for Unit 210 include $8,457.41 in Common Charges, $11,678.08 in real estate taxes, $3,600 for cable and internet, $2,400 for electricity, and $33,819.76 for the mortgage on the Unit.

The purchase price for Unit 210 will be $1,050,000, with $63,000 budgeted in closing costs. A total of $588,919 will be collected from the sale of the Residential Units as a contribution towards the cost of the residential manager's Unit, the remaining balance of $525,000 will be financed with a 10 year loan amortized over 30 years; assuming a 5% interest rate, this results in a monthly payment of $2,818.31 or $33,819.76 a year. At the time the financing is procured, if 100% of the Residential Units offered have not been sold, Sponsor shall pay the difference between the amount each Purchaser contributed at each closing and the equity necessary to obtain the financing (this amount represents the contribution that would have been made by Unsold Units); Sponsor shall be reimbursed for this payment at each post-conveyance closing. See Schedule A for the contribution owed for each Unit.

Each Unit will have a refrigerator/freezer, dishwasher, and range with oven and hood. Washer and dryer hookups will be provided within Units without a washer or dryer. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth

in the Description of Property and Specifications and Building Condition. The Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Offering Plan are included in the offering prices listed in Schedule A.

Sponsor has obtained financing from Bank Leumi USA, located at 579 Fifth Avenue, New York, NY 10017. The liens held by the Lender shall be subordinate to the Declaration. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the Lender's mortgage upon tender of the minimum release price as agreed to between Sponsor and Lender.

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner rather than rent after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units necessary to declare the Offering Plan effective. Sixteen (16) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor; Sponsor could effectively control the Board indefinitely. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan.

If Sponsor sells 10 units or 20 percent of the total number of units in the condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family, such purchaser will be deemed a Successor Sponsor pursuant to 13 NYCRR Section 20.1 (c)(1). Affiliates of Sponsor, a designee of Sponsor, or assignee of Sponsor may also qualify as a Successor Sponsor under applicable regulations. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units' appurtenant Common Interest which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor.

After this Offering Plan has been declared effective, Sponsor will, by the Declaration of Condominium to be recorded in the Office of the City Register of the City of New York, submit the Property to Article 9-B of the Real Property Law of the State of New York (as amended, the "Condominium Act"). The proposed Declaration is set forth in Part II of this Offering Plan. The Declaration, together with the By-Laws of the Condominium, will be recorded by Sponsor at its sole cost and expense prior to its conveyance of title to the first Unit.

Parking and Storage Spaces

The Forty-Eight (48) Licensed Parking Spaces and Fifty-Three (53) Licensed Bicycle Spaces are Common Elements located in the sub-cellar, licensed by the Board of Managers. The Sixty-Five (65) Licensed Storage Spaces are Common Elements located in the cellar, licensed by the Board of Managers. Sponsor will be the initial Licensee of each Licensed Space and remain so

until the licenses are sold or abandoned; such licenses may be terminated under Section 9.6 of the By-Laws. The Licensed Spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building.

Licensed Parking Spaces will be offered to the public, including non-occupants of the Building. Purchasers should note MDL §60 and ZR25-412 provide restrictions on use. As such, the Licensed Parking Spaces can be rented by Sponsor or by Purchasers of a Parking Unit to persons other than an occupant of the Building. However, in the event a Licensed Parking Space is being rented by a non-occupant and an occupant makes a written request to rent the Licensed Parking Space, the Licensed Parking Space must be offered to the occupant making such request. Purchasers are advised to refer to MDL §60 and ZR25-412 for further information.

A space may be provided and maintained in any multiple dwelling or upon the premises thereof, or a structure may be erected and maintained at the rear or side thereof, for the storage of passenger motor vehicles, but only with a written permit therefor when required by local law and in accordance with every applicable local law, ordinance, resolution, code provision or regulation and with the following provisions:

Such space or structure shall be used solely for the storage of passenger motor vehicles of the occupants of the multiple dwelling or of multiple dwellings under common ownership, except that, in the event such space or structure or part thereof is not used by such occupants, it may be rented by the owner or owners of such dwelling or dwellings to persons other than the occupants thereof. The space which has thus been rented shall be made available to an occupant within thirty days after written request therefor. However, such space may be used also for the storage of any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the site and of the dwellings thereon.
See N.Y. Mult. Dwell Law § 60

R3 R4 R5 R6 R7 R8 R9 R10

In the districts indicated, such spaces shall be designed and operated primarily for the long-term storage of the private passenger motor vehicles used by the occupants of such residences.

However, such spaces may be:

(a) rented for periods of not less than one week and not more than one month to persons who are not occupants of the residences to which such spaces are accessory for the accommodation of the private passenger motor vehicles used by such non-residents, provided that such spaces are operated in accordance with the regulations promulgated by the Commissioner of Buildings, in a manner which will not adversely affect the residential character of the neighborhood; or

(b) occupied by car sharing vehicles, provided that:

(1) in R3-2 and R4 Districts, except R4-1, R4A and R4B Districts, the number of spaces occupied by car sharing vehicles shall not exceed 10 percent of all spaces in a group parking facility that contains 20 or more spaces; and

(2) in R5, R6, R7, R8, R9 and R10 Districts, except R5A Districts, the number of spaces occupied by car sharing vehicles shall not exceed five spaces or 20 percent of all accessory off-street parking spaces, whichever is greater.

Such spaces provided pursuant to paragraphs (a) and (b) of this Section shall be made available to the occupants of the residences to which they are accessory within 30 days after written request is made to the landlord.
See Zoning Resolution of the City of New York 25-412

P1 and P21 has been designated as a handicapped parking space and will be the last parking space sold if not previously sold to a Purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of the handicapped parking space and any subsequent sale or transfer of it is subject to the following covenants and restrictions:

In the event the present or future owner of a Unit in the Condominium, or a member of their family residing in the Unit, becomes handicapped and acquires handicapped plates for their vehicle, and said Unit Owner is the owner or licensee of a parking space, said Unit Owner has the right to demand that the owner or licensee of the handicapped parking space trade the handicapped parking space they own or licensed with said handicapped Unit Owner.

In the event the present or future owner of a Unit or member of their family residing in the Unit, becomes handicapped and said Unit Owner does not own or license a parking space, said Unit Owner has the right to demand that the owner or licensee of P1 and P21 sell it at then current, fair market value to said handicapped Unit Owner. All costs and expenses entailed in the transfer of P1 and P21, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner or licensee of P1 and P21 must comply with the aforementioned demand upon thirty (30) days written notice. Notice shall be delivered by hand delivery, certified or registered mail, return receipt requested, or overnight delivery service. Alternative means may be used where written acknowledgement of such delivery is delivered by the party receiving such notice.

If the parties cannot agree on the fair market value of P1 and P21 then the parties agree to submit the matter to binding arbitration in accordance with Article 16 of the By-Laws of the condominium.

Development Rights

Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Sponsor, but may be utilized by Sponsor or any party acquiring the same from the Sponsor and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, Sponsor (including Sponsor's successors, assignees, or designees) may enter into a ZLDA without the consent of the Board of Managers or

Unit Owners to increase Development Rights.

Sponsor or any entity to whom Sponsor conveys Development Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Rights. Sponsor or any entity to whom Sponsor conveys the Development Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Rights and shall execute any documents evidencing said consent as are reasonably requested by Sponsor or any entity to whom Sponsor conveys the Development Rights.

In the event Development Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the Development Rights to may utilize the Development Rights to increase the size, height, bulk or density of any portion of the Property.

The Property is subject to development rights or restrictions. Several ZLDAs created a zoning lot that includes the Property and adjacent tax Lots 44, 45, and 46 in order to transfer approximately 5,500 square feet of development rights to the Property. Sponsor does not anticipate any Development Rights to be available upon completion of construction.

Features of Condominium Ownership

The ownership of a Unit in the Condominium is similar in many respects to the ownership of a private one-family home. Each Unit Owner owns their Unit outright (in fee simple absolute) and is generally entitled to its exclusive possession and to its use for any legal purpose, subject to the provisions of the Declaration, By-Laws of the Condominium, and any Rules and Regulations promulgated by the Board of Managers; each Unit Owner is obligated to comply with Declaration, By-Laws of the Condominium, and any Rules and Regulations promulgated by the Board of Managers. A Unit Owner is also the owner, in common with all other Unit Owners, of all remaining parts of the Property, except for the Units themselves (collectively, called "Common Elements"). Common Elements are those areas intended to be devoted to the common use and enjoyment of all Unit Owners, including the land; the foundations, columns, girders, beams, supports, exterior walls of the Building, and all joists; the central and appurtenant installations and equipment for services such as power, light, telephone, hot and cold water, sewer and fire safety, the meter rooms, the stairwell from the cellar to the roof and the roof deck; roof and the bulkhead roof. Each Unit Owner's proportionate share ("Common Interest") of the Common Elements has been determined pursuant to Condominium Act §339-i. Elements which are for the use of a specified Unit (or Units) to the exclusion of all others are known as "Limited Common Elements." Limited Common Elements are those Common Elements that a Unit Owner or Unit Owners will have the exclusive right to use. See the section "Schedule A" set forth in Part I of the Offering Plan.

A Unit Owner may sell or lease their Unit subject to the terms and restrictions set forth in the Declaration and By-Laws, including, but not limited to, the Board of Managers' right of first refusal.

Each Unit may be separately mortgaged and the Unit Owner will be responsible for interest

and amortization payments on the mortgage, if any encumbering such Unit Owner's Unit. A Unit is not subject to the lien of any mortgage placed by other Unit Owners on their Units.

Each Unit Owner will be assessed and taxed separately for real estate tax purposes and, therefore, no Unit Owner will be liable for the payment of real estate taxes on any other Unit. In the opinion of counsel for Sponsor, payments of real estate taxes and interest on any mortgage affecting the Owners Unit, will be deductible for federal, state, and local income tax purposes (see Counsel's Tax Opinion set forth in Part I) subject to the conditions contained in such opinion.

Each Unit Owner, at the Unit Owner's sole cost, may decorate and alter the interior of the Unit Owner's Unit in any way that the Unit Owner desires, subject to the provisions of the By-Laws and the Rules and Regulations promulgated by the Condominium and all applicable Laws. Each Unit Owner will be solely responsible for the cost, ordinary and extraordinary, of maintenance of and repairs to the Unit Owner's Unit and all plumbing, heating, telecommunications, sanitary, and electrical systems, fixtures and equipment located within the Unit and connections to common lines which exclusively serve such Unit Owner's Unit, and for the cost of all utilities that are individually metered to a Unit Owner's Unit.

Sponsor reserves the right to control the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) three (3) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period. In the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board of Managers. The Board of Managers will be elected by the Unit Owners after the Sponsor Control Period, and will be charged with the primary obligation for operating the Property. The By-Laws do not provide that after the Sponsor relinquishes control of the Board of Managers that Board of Managers members be owner-occupants. Each Unit Owner's vote will be weighed in accordance with the Owner's percentage interest in the Common Elements. A description of the Unit Owner's right to vote for and to serve as a member of the Board of Managers, and a description of the rights and obligations of the Board of Managers is contained in the Section "Rights and Obligations of the Board of Managers" in Part I of the Offering Plan and in the Condominium's By-Laws.

The Board of Managers will make most decisions concerning the manner in which the Condominium will be maintained. This will include making decisions regarding hiring of a management company to manage the day-to-day operations of the Condominium, preparing budgets, entering into service contracts, and the making of repairs and improvements, all of which may impact the amount of the Common Charges.

The Board of Managers will be responsible for paying, among other things, the cost of utilities consumed in the Common Elements of the Building, repairing, maintaining, and making necessary replacements to the Common Elements and insurance against casualties causing damage to the Building and Common Elements and certain other potential liabilities. See the Schedule B and the notes thereto which more fully discuss the Common Expenses which will be paid by the

Board of Managers, and see Schedule B-1 regarding estimated energy and utility costs to be paid by each separate Unit Owner.

A Unit Owner must obtain at the time of Closing "interior unit coverage", which is "walls-in" coverage also referred to as an HO-6 policy insurance. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

Each Unit Owner must pay monthly Common Charges in accordance with the Declaration, the By-Laws, and the applicable provisions of the Condominium Act, in order to fund payment of the Common Expenses incurred in the operation of the Property and the maintenance of the Common Elements. The Board of Managers will assess Common Charges against each Unit in accordance with its Common Interest based on the Board of Managers' estimate of Common Expenses which is based on the projected budget for each twelve (12) month period. The estimated Common Charges for each Unit for the First Year of Operations; see the section "Schedule A" set forth in Part I of the Offering Plan.

This offering is made only to individuals aged 18 years or older, and entities qualified to do business in the State of New York who are competent to own real estate in the State of New York.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT.

DEFINITIONS

The following terms used in this Offering Plan and in Article 9-B of the Real Property Law, have the following meanings:

- Board of Managers: The governing body of the Condominium.

- Building: The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building).

- By-Laws: One of the documents governing the operation of the Condominium, the form of which is set forth in Part II of the Offering Plan.

- Cause: (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers.

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

- Closing: Including words of similar import are used synonymously and mean the payment of the purchase price, and the transfer of legal ownership of a Unit pursuant to this Offering Plan and the Purchase Agreement.

- Closing Date: The date scheduled for the closing of title to a Unit by Sponsor as same may be adjourned in accordance with the terms of the Purchase Agreement.

- Common Charges: Assessments payable to the Board of Managers by each Unit Owner for the purpose of meeting Common Expenses.

- Common Elements: Those areas intended to be devoted to the common use and enjoyment of all Unit Owners as set forth in the Declaration.

- Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, including any reserve established in anticipation of the aforesaid costs and expenses.

- Common Interest: The proportionate, undivided interest in fee simple absolute in the Common Elements pertaining to each Unit set forth in the Declaration. Such interest is expressed as a numerical percentage. The total of all Common Interest percentages pertaining to all Units equals 100%. The Common Interest of the Unit is the basis for determining, among other things, a Unit Owner's (a) proportionate share of the Common Expenses and (b) proportionate share of any distributions upon termination of the Condominium.

- Condominium: The condominium which will be established pursuant to the Declaration and governed by the By-Laws.

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

- Declaration: The recorded instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may be amended from time to time, consistent with law and the By-Laws. The By-Laws, which govern the operation of the Condominium, are part of the Declaration.

- Department of Building: The Department of Buildings of the City of New York.

- Department of Law: The New York State Department of Law of the New York State Office of the Attorney General, Real Estate Finance Bureau.

- Deposit: The payment or payments required to be paid by Purchaser at the time a Purchase Agreement is tendered to Sponsor or at the time or times prior to Closing as provided in the Purchase Agreement.

- Development Rights: The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution.

- Escrow Account: The escrow account maintained by Marans Newman Tsolis & Nazinitsky LLC, as escrow agent at Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017.

- Escrow Agent: Marans Newman Tsolis & Nazinitsky LLC

- Equal or Better Quality: Comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

- First Closing: First closing of title to a Residential Unit in the Condominium to a Purchaser under the Offering Plan.

- First Year Budget: The projected budget for the First Year of Operations located in Schedule B.

- First Year of Operations: The projected date range for the first year of operations for the Condominium, as set forth in the Offering Plan.

- Floor Plans: Floor plans prepared by Sponsor's architect showing the division of the Property into the Units and Common Elements and to be filed with the Declaration.

- Insurance Trustee: A bank or trust company in the State of New York from time to time appointed to serve as such by the Board of Managers. Sponsor Mortgagee shall serve as the Insurance Trustee for such time as Sponsor has a mortgage loan encumbering any Unsold Units. The Lender shall be the initial Insurance Trustee, and shall remain the Insurance Trustee until such time that the Lender's mortgage lien is satisfied.

- Land: The parcel of land on which the Building will be situated, as more particularly

described in the Declaration.

- Lender: Bank Leumi USA, located at 579 Fifth Avenue, New York, NY 10017, together with their successors and/or assigns.

- Limited Common Elements: Those Common Elements for which a Unit Owner will have the exclusive right to use. Some examples of Limited Common Elements are rear yards, terraces and balconies accessed through particular Units.

- Managing Agent: The managing agent or manager of the Building at the time in question.

- Mansion Tax: An additional New York State real estate transfer tax that applies to residences where consideration is $1 million or more.

- Offering Plan: The offering plan submitted by the Sponsor to the Department of Law required in order to be able to sell Units in the Condominium.

- Permitted Exceptions: Encumbrances to the title to a Unit that a Purchaser agrees to take title subject to.

- Permitted Mortgage: A mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of the By-Laws.

- Plans and Specifications: The plans and specifications for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings and which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of this Offering Plan.

- Property: The Land, the Building and other improvements thereon, and all easements, rights and appurtenances belonging thereto.

- Property Tax Professional: The real estate broker, appraiser, attorney or other professional familiar with the tax assessment practices in the locality in which the property is located that Sponsor retained to prepare the Property Tax Projection Letter.

- Property Tax Projection Letter: An estimate of the assessed valuation after completion of construction or rehabilitation from a real estate broker, appraiser, attorney or other professional familiar with the tax assessment practices in the locality in which the property is located.

- Purchase Agreement: The agreement to purchase a Unit pursuant to the Offering Plan, the form of which is set forth in Part II of the Offering Plan.

- Purchaser: A purchaser of a Unit pursuant to a Purchase Agreement.

- Reserve Fund: A fund established for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of

major building defects.

- Residential Unit: A Unit for residential use.

- Residential Unit Owner: A Unit Owner who has purchased a Residential Unit.

- Rules and Regulations: The rules and regulations of the Condominium made in accordance with the By-Laws. The rules and regulations, which will apply unless and until amended by the Board of Managers, are set forth as an addendum to the By-Laws in Part II.

- Schedule A: The section of Part I of the Offering Plan "Schedule of Purchase Prices and Other Financial Details For The First Full Year of Operation."

- Schedule B: The section of Part I of the Offering Plan "Schedule of Estimated Income and Expenses For The First Full Year of Operation."

- Schedule B-1: The section of Part I of the Offering Plan "Schedule of Estimated Utility Expenses for Individual Units."

- Selling Agent: The selling agent disclosed in the Identity of Parties section of Part I of the Offering Plan, or at any given time in question.

- Sponsor: The person, partnership, joint venture, corporation, company, trust, association or other entity which is offering the Units in this Condominium to the public at the given time in question.

- Sponsor Control Period: A period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) three (3) years after the First Closing.

- Successor Sponsor: An affiliate of Sponsor, a designee or assignee of Sponsor, or a Purchaser of 10 units or 20 percent of the total number of Units in the Condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units' appurtenant Common Interest which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor. Any Successor Sponsor shall be promptly disclosed in an amendment to the Offering Plan and shall be subject to all obligations and disclosure requirements pertaining to its role as a Sponsor pursuant to applicable law.

- Unit: a part of the Property intended for any type of use or uses, and with an exit to a public street or highway or to Common Elements leading to a public street or highway, and may include such appurtenances as garage and other parking space, storage room, balcony, terrace and patio. Each Unit is designated by number, letter or combination thereof or other official designations conforming to the tax lot number designating the Unit in the

Declaration and on the Floor Plans.

- Unit Deed: A bargain and sale deed with covenant against grantor's acts, from Sponsor to a Purchaser, conveying title to the Unit and its appurtenant Common Interest.

- Unit Owner: An owner of any Unit. Two or more of such owners are collectively referred to as "Unit Owners."

- Unsold Units: Any Units owned by Sponsor or Successor Sponsor, other than any Unit purchased by and for the use of Sponsor or Successor Sponsor, until such time as the same have been sold.

- Working Capital Fund: A fund held and used for working capital, closing costs and adjustments, unanticipated increases in budgeted or additional Common Expenses, capital repairs or replacement or for such other appropriate purposes as will be determined by the Board of Managers.

- ZLDA: A zoning lot development agreement.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property has a land area of approximately 18,320 square feet. The site will contain one building (the "Building") when construction is completed. The street address of the Property is 58 Saint Marks Place in the Borough of Brooklyn, NY. The Building is located on Fourth Avenue between Saint Marks Place and Willie McDonald Way. The entrance to the Residential Units is via the Building lobby entrance located on Saint Marks Place.

The Condominium shall consist of One (1) Commercial Unit, One (1) Community Facility Unit, One Hundred Five (105) Residential Units, Forty-Eight (48) Licensed Parking Spaces, Sixty-Five (65) Licensed Storage Spaces, and Fifty-Three (53) Licensed Bicycle Spaces. The Building is a new building which will contain twelve (12) floors, a cellar, a sub-cellar, and three elevators. The Building will be constructed in accordance with all applicable zoning and building laws which include the Zoning Resolution of the City of New York and New York City Construction Codes. A schedule of approved New York City Department of Building (DOB) plans for the work, including DOB applications, is specified in the Description of Property and Specifications and Building Condition set forth in Part II of this Offering Plan.

A new Certificate of Occupancy will be issued reflecting the planned construction. The property is currently vacant and will remain unoccupied throughout construction, which is expected to be substantially completed on or about January 1, 2022. A Closing will take place only after the issuance of a temporary or final Certificate of Occupancy for the entire project or, issuance of a partial, temporary or final Certificate of Occupancy for the Unit closed or the building in which the Unit is located.

The Forty-Eight (48) Licensed Parking Spaces and Fifty-Three (53) Licensed Bicycle Spaces are Common Elements located in the sub-cellar, licensed by the Board of Managers. The Sixty-Five (65) Licensed Storage Spaces are Common Elements located in the cellar, licensed by the Board of Managers. Sponsor will be the initial Licensee of each Licensed Space and remain so until the licenses are sold or abandoned; such licenses may be terminated under Section 9.6 of the By-Laws. The Licensed Spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building.

Licensed Parking Spaces will be offered to the public, including non-occupants of the Building. Purchasers should note MDL §60 and ZR25-412 provide restrictions on use. As such, the Licensed Parking Spaces can be rented by Sponsor or by Purchasers of a Parking Unit to persons other than an occupant of the Building. However, in the event a Licensed Parking Space is being rented by a non-occupant and an occupant makes a written request to rent the Licensed Parking Space, the Licensed Parking Space must be offered to the occupant making such request. Purchasers are advised to refer to MDL §60 and ZR25-412 for further information.

> A space may be provided and maintained in any multiple dwelling or upon the premises thereof, or a structure may be erected and maintained at the rear or side thereof, for the storage of passenger motor vehicles, but only with a written permit therefor when required by local law and in accordance with every applicable local law, ordinance, resolution, code provision or regulation and with the following provisions:

Such space or structure shall be used solely for the storage of passenger motor vehicles of the occupants of the multiple dwelling or of multiple dwellings under common ownership, except that, in the event such space or structure or part thereof is not used by such occupants, it may be rented by the owner or owners of such dwelling or dwellings to persons other than the occupants thereof. The space which has thus been rented shall be made available to an occupant within thirty days after written request therefor. However, such space may be used also for the storage of any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the site and of the dwellings thereon.
See N.Y. Mult. Dwell Law § 60

R3 R4 R5 R6 R7 R8 R9 R10

In the districts indicated, such spaces shall be designed and operated primarily for the long-term storage of the private passenger motor vehicles used by the occupants of such residences.

However, such spaces may be:

(a) rented for periods of not less than one week and not more than one month to persons who are not occupants of the residences to which such spaces are accessory for the accommodation of the private passenger motor vehicles used by such non-residents, provided that such spaces are operated in accordance with the regulations promulgated by the Commissioner of Buildings, in a manner which will not adversely affect the residential character of the neighborhood; or

(b) occupied by car sharing vehicles, provided that:

(1) in R3-2 and R4 Districts, except R4-1, R4A and R4B Districts, the number of spaces occupied by car sharing vehicles shall not exceed 10 percent of all spaces in a group parking facility that contains 20 or more spaces; and

(2) in R5, R6, R7, R8, R9 and R10 Districts, except R5A Districts, the number of spaces occupied by car sharing vehicles shall not exceed five spaces or 20 percent of all accessory off-street parking spaces, whichever is greater.

Such spaces provided pursuant to paragraphs (a) and (b) of this Section shall be made available to the occupants of the residences to which they are accessory within 30 days after written request is made to the landlord.
See Zoning Resolution of the City of New York 25-412

P1 and P21 has been designated as a handicapped parking space and will be the last parking space sold if not previously sold to a Purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of the handicapped parking space and any subsequent sale or transfer of it is subject to the following covenants and restrictions:

In the event the present or future owner of a Unit in the Condominium, or a member of their family residing in the Unit, becomes handicapped and acquires handicapped plates for their vehicle, and said Unit Owner is the owner or licensee of a parking space, said Unit Owner has the right to demand that the owner or licensee of the handicapped parking space

trade the handicapped parking space they own or licensed with said handicapped Unit Owner.

In the event the present or future owner of a Unit or member of their family residing in the Unit, becomes handicapped and said Unit Owner does not own or license a parking space, said Unit Owner has the right to demand that the owner or licensee of P1 and P21 sell it at then current, fair market value to said handicapped Unit Owner. All costs and expenses entailed in the transfer of P1 and P21, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner or licensee of P1 and P21 must comply with the aforementioned demand upon thirty (30) days written notice. Notice shall be delivered by hand delivery, certified or registered mail, return receipt requested, or overnight delivery service. Alternative means may be used where written acknowledgement of such delivery is delivered by the party receiving such notice.

If the parties cannot agree on the fair market value of P1 and P21 then the parties agree to submit the matter to binding arbitration in accordance with Article 16 of the By-Laws of the condominium.

Each Unit will have a refrigerator/freezer, dishwasher, and range with oven and hood. Washer and dryer hookups will be provided within Units without a washer or dryer. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth in the Description of Property and Specifications and Building Condition. The Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Offering Plan are included in the offering prices listed in Schedule A.

Electricity is provided by Consolidated Edison, Inc. The electricity to each Unit will be separately metered by Consolidated Edison, Inc and will be paid for by the owner of such Unit. The electricity consumed in the Common Elements will be borne by the Residential Unit Owners as a Common Charge and be allocated to each Residential Unit in proportion to their Common Interest. The electricity consumed in the Community Facility Unit will be borne by the Residential Unit Owners as a Common Charge and be allocated to each Residential Unit in proportion to their Common Interest. The electricity consumed in the Commercial Unit will be separately metered and the cost of electricity consumed in the Commercial Unit will be borne by the Commercial Unit Owner.

Gas is provided by National Grid. The gas to each Residential Unit will be commonly metered by National Grid. The cost of gas consumed in each Residential Unit and the Common Elements will be borne by the Residential Unit Owners as a Common Charge and be allocated to each Residential Unit in proportion to their Common Interest. No gas is consumed in the Community Facility Unit. The gas consumed in the Commercial Unit will be separately metered and the cost of gas consumed in the Commercial Unit will be borne by the Commercial Unit Owner.

Water is provided by the City of New York. The water to the Building will be commonly metered by the City of New York. The cost of water consumed in the Common Elements, Residential Units, and Community Facility Unit will be borne by the Residential Unit Owners as a Common Charge and be allocated to each Residential Unit in proportion to their Common Interest. The water to the Commercial Unit will be sub-metered and water consumed in the Commercial Unit will be borne by the Commercial Unit Owner as a Common Charge.

All Residential Units will be pre-wired for telephone, television, and internet service. Each Unit Owner will be responsible to contact a service provider to establish service to the pre-wired Unit. Every Unit Owner will be required to pay their associated service charges and any initial charges for activating services for the Unit.

Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within twenty-four (24) months of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the budget for the First Year of Operations which is based on a fully operational building. The Board of Managers may allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the Condominium are less than the projected expenses set forth in the budget for the First Year of Operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full common charges will be refunded to all Unit Owners (including the Sponsor) on a pro-rated basis in the form of either a credit against future common charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual common charges or as to the amount of any credit that may be available as a result of such computation.

Notwithstanding the foregoing, if a refund is contemplated for the First or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of common charges by unit owners over actual expenses for the condominium and has determined the amount of such refund as part of its annual review. For purposes of this Offering Plan, an "excess payment of common charges" shall mean the actual expenses of the condominium were less than the projected expenses set forth in the Budget of the condominium. No refund may be given unless all expenses of the condominium are paid, including but not limited to, insurance premiums and reserve funds. During the budget year following a year for which a refund was effectuated, no special assessment or increase in common charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to unit owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

Limited Common Elements and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner. There are fences that separate the private terraces, the mechanical unit area and the outdoor accessory recreation area; fences are constructed from metal sheets, 4’-6” high.

New York City’s Façade Inspection Safety Program (“FISP”), also known as Local Law 11/98 applies to this Building. FISP requires that owners of buildings, with greater than six stories above grade, have their exterior walls and appurtenances inspected periodically. FISP reports are due once in five-year cycles. Once a new building is issued the first temporary Certificate of Occupancy, the five-year "grace period" begins. After this five-year period is over, the building must file during the next applicable cycle. Unless Sponsor still controls the Board at such time, the obligation to comply with FISP shall be solely on the Unit Owner-controlled Board. Sponsor shall have no responsibility or obligation to organize such inspections after the termination of the Sponsor Control Period. The cost of retaining a Qualified Exterior Wall Inspector to perform the inspection and file the report, as well as making any necessary repairs, will be a Common Expense in the future. The cost of retaining a Qualified Exterior Wall Inspector is currently approximately $5,000; Sponsor makes no warranty or representation that the law will not change or what the actual cost of compliance will be. In the same fashion, the Condominium Board will be responsible for maintaining the sidewalk(s) in accordance with the requirements of the Department of Transportation. See the section “Description of Property and Improvements” set forth in Part I of

the Offering Plan.

There are lot line windows in the Building, on the western wall of the 11 line of Unit from floor 4 through 8. Characterization of a window as a lot line window generally means that depending on the proximity and height of improvements on the adjacent property, the lot line window is required by law to be protected against fire occurring in the improvements on adjacent lots in a manner satisfactory to the Department of Buildings. Such fire protection can include sealing the window completely, sprinklering it, using glass block instead of ordinary window glass, or using windows made of steel with wire mesh. Consequently, prospective Purchasers should be aware that in the event that the adjacent property is renovated, reconstructed or enlarged at any time in the future, the lot line windows on these facades of the Building may be required to be in-filled with fire-rated construction, the costs of which would be borne by all of the Residential Unit Owners as a Residential Common Expense. If certain of these windows remain open, they may be required to have sprinkler heads installed and their surrounding walls in-filled with fire-rated construction. Lot line windows may not be counted toward light and ventilation requirements; such windows will be built in compliance with applicable building codes and regulations. The current estimated costs of such work is approximately $5,000 for each lot line window.

The Property is subject to an E-Designation for Noise (E-33) pursuant to the 4th Avenue Rezoning (CEQR #88-032K and ULURP #870955ZMK) and the regulatory oversight of the New York City of Environmental Remediation ("OER"). A Notice of Satisfaction is required in order to obtain a TCO or FCO. The Building will be designed with windows that have an "alternate method of ventilation". The windows will be designed with trickle vents that can bring in sufficient air for code requirements when the window is in a closed position. In order to comply with the E requirements for Noise, a Remediation Action Plan (RAP) has been prepared and has been submitted to OER for approval. The RAP indicates that the following noise attenuation requirements will be met:

- The minimum required OITC rating is 25 dBA for the 1st floor and 30 dBA for remaining floors.
    - Windows have been selected so that they comply with these minimum requirements.
- Trickle vents will be installed as an alternate means of ventilation per the Noise "E" requirements.
- Pending approval of the RAP by OER, the windows and trickle vents will be implemented and the noise "remedy" will be documented via the preparation and submittal of a Noise Installation Report; this report will certify that the Noise "E" requirements have been satisfied.

Sponsor intends to complete the Building and file for a TCO or FCO encompassing the entire Building. In the event that Sponsor obtains a partial TCO for a particular Unit or floor, and Unit Owners take occupancy while construction is ongoing on portions of the Building not covered by a TCO, a Tenant Protection Plan will be drafted as required by code and distributed to each Unit Owner.

The Building is not a designated landmark nor is it in a landmark district.

Sponsor has taken precautions to minimize Unit-to-Unit odor and noise transmission,

however, the transmission of a certain amount of odor or noise is common in multi-family dwellings and such transmission is not, and shall not be construed as, a construction defect.

Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including without limitation, changing materials, appliances, equipment, fixtures and other construction details) and to substitute in place of any materials, appliances, equipment, and fixtures set forth therein, materials, appliances, equipment and of a substantially Equal or Better Quality, provided that any necessary approval of any governmental authority having jurisdiction is first obtained. Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. Any deviation from the Plans and Specifications will be disclosed in an amendment to the Plan.

LOCATION AND AREA INFORMATION

Location

The property is located on Saint Marks Place between 3rd and 4th Avenue in the Borough of Brooklyn in the neighborhood known as Boerum Hill. Boerum Hill is a small neighborhood in the northwestern portion of the of Brooklyn. It is bounded by Schermerhorn Street to the north and Fourth Avenue to the east. The western border is variously given as either Smith or Court Streets, and Warren or Wyckoff Streets as the southern edge. The property is located with Brooklyn Community District 2.

No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any window, portion of the façade or curtain wall, and/or terrace in the Building. The Sponsor has no other projects within the immediate vicinity of the Building and has no development projects approved by the NYC Department of Buildings that will be adjacent to or directly across the street from the Building. If any material change in the vicinity occurs that affects the use or enjoyment of the property while sales are ongoing, an amendment will be filed within 30 days after the information becomes known to the Sponsor disclosing the material change.

Educational Institutions

Grade Schools:

- P.S. 282 Park Slope — 180 6th Avenue
- P.S. 133 William A. Butler — 610 Baltic Street
- P.S. 038 The Pacific — 450 Pacific Street

Intermediate/Junior High Schools:

- P.S. 282 Park Slope — 180 6th Avenue
- The Math & Science Exploratory School — 345 Dean Street

High Schools:

- Brooklyn High School for the Arts — 345 Dean Street
- Khalil Gibran International Academy — 362 Schermerhorn Street

Sponsor, however, makes no guarantee or representation as to which school a child residing at the Building may be able to actually attend.

Zoning and Use

The Building is located in a Zoning District designated as both R8A, with a C2-4 commercial overlay. R8A zoning permits the construction of ten to twelve story residential structures as of right. The C2-4 commercial overlay allows for customer-focused commercial uses serving the residential community. Such zoning is widely mapped in built-up, medium-density areas in Brooklyn, Queens and the Bronx.

Municipal Services

Transportation:

Atlantic Avenue Terminal–Barclay's Center subway station is just 2 blocks from the Building. The 2, 3, 4, 5, B, D, N, Q, and R trains all stop at this station. The G train stops at Fulton Street one-quarter mile from the Building.

There are many different bus routes in the vicinity of the Building as follows:

B37: 4th Avenue & Dean Street

B65: Bergen Street and 4th Avenue

B103-LTD: 4th Avenue and Warren Street

Police, Fire, Water, Sanitation, Snow Removal and Road Maintenance:

These services are provided by the City of New York and all charges (except water) are incorporated into City taxes. The property is located within the 78th Police Precinct located at 65 6th Avenue, Brooklyn, New York 11217. The property is served by the Engine 226 Firehouse located at 409 State Street, Brooklyn, New York 11217 or by the Engine 219 Ladder 105 Firehouse located at 494 Dean Street, Brooklyn, New York 11217.

Public Library:

The Brooklyn Public Library branch serving the area is the Pacific Branch located directly across 4th Avenue from the Building at 25 4th Avenue, Brooklyn, New York 11214.

Mailing Address and Postal Services:

The mailing address of the Property will be "58 Saint Marks Place, Brooklyn, New York 11217." The post office servicing the Property is the Times Plaza Station located at 542 Atlantic Avenue, Brooklyn, New York 11217.

Medical Facilities

- The Brooklyn Hospital Center – Downtown Campus — 121 Dekalb Avenue
- Brooklyn Health Center — 265 Ashland Place

- AdvantageCare Physicianss – Downtown Medical Office 447 Atlantic Avenue

Religious Institutions

There are houses of worship of most major denominations in the vicinity of the Property.

After the date of acceptance of this Offering Plan to the Department of Law, Sponsor makes no guarantee or representation as to the continued operation of any of the services or amenities disclosed in this section of the Offering Plan.

SCHEDULE A

THE 58 SAINT MARKS PLACE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JANUARY 1, 2022 - DECEMBER 31, 2022

Unit	Unit Square Footage (1)	Limited Common Element Square Footage (1)	Limited Common Element (1)	BR	Bath	Offering Price (2)	Resident Manager Unit Contribution (2)	Percentage of Common Interest (3)	Percentage of Residential Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
101	453			0	1	$550,000	$2,304.82	0.3519%	0.3886%	$388.70	$4,664.42	$536.72	$6,440.68	$925.42	$11,105.10
203	718			1	1	$885,000	$3,654.73	0.5577%	0.6162%	$616.36	$7,396.34	$851.08	$10,212.93	$1,467.44	$17,609.27
204	580	94	Terrace	1	1	$815,000	$3,071.71	0.4687%	0.5179%	$518.04	$6,216.43	$715.31	$8,583.70	$1,233.35	$14,800.13
205	432			0	1	$590,000	$2,198.65	0.3355%	0.3707%	$370.80	$4,449.56	$512.00	$6,144.00	$882.80	$10,593.56
206	412			0	1	$570,000	$2,097.23	0.3200%	0.3536%	$353.69	$4,244.31	$488.38	$5,860.58	$842.07	$10,104.89
207	470	86	Terrace	0	1	$670,000	$2,501.73	0.3818%	0.4218%	$421.91	$5,062.92	$582.58	$6,990.93	$1,004.49	$12,053.85
208	407			0	1	$570,000	$2,071.73	0.3161%	0.3493%	$349.39	$4,192.70	$482.44	$5,789.32	$831.83	$9,982.02
209	991	50	Terrace	2	1	$1,325,000	$5,107.84	0.7794%	0.8612%	$861.43	$10,337.10	$1,189.46	$14,273.57	$2,050.89	$24,610.67
210	808	52	Terrace	1	1	$1,050,000	N/A	0.6377%	0.7046%	$704.78	$8,457.41	$973.17	$11,678.08	$1,677.95	$20,135.49
212	1,512	93	Terrace	3	2	$2,100,000	$7,814.20	1.1924%	1.3175%	$1,317.85	$15,814.14	$1,819.69	$21,836.31	$3,137.54	$37,650.45
214	1,023	97	Terrace	2	2	$1,450,000	$5,330.26	0.8134%	0.8987%	$898.94	$10,787.22	$1,241.26	$14,895.10	$2,140.20	$25,682.32
301	1021	94	Balcony	2	2	$1,380,000	$5,316.62	0.8113%	0.8964%	$896.64	$10,759.62	$1,238.08	$14,856.98	$2,134.72	$25,616.60
303	717			1	1	$915,000	$3,649.39	0.5569%	0.6153%	$615.46	$7,385.53	$849.83	$10,198.01	$1,465.29	$17,583.54
304	580	94	Balcony	1	1	$835,000	$3,071.71	0.4687%	0.5179%	$518.04	$6,216.43	$715.31	$8,583.70	$1,233.35	$14,800.13
305	432			0	1	$605,000	$2,198.65	0.3355%	0.3707%	$370.80	$4,449.56	$512.00	$6,144.00	$882.80	$10,593.56
306	412			0	1	$585,000	$2,097.23	0.3200%	0.3536%	$353.69	$4,244.31	$488.38	$5,860.58	$842.07	$10,104.89
307	470	86	Balcony	0	1	$685,000	$2,501.73	0.3818%	0.4218%	$421.91	$5,062.92	$582.58	$6,990.93	$1,004.49	$12,053.85
308	407			0	1	$585,000	$2,071.73	0.3161%	0.3493%	$349.39	$4,192.70	$482.44	$5,789.32	$831.83	$9,982.02
309	991	50	Balcony	2	1	$1,350,000	$5,107.84	0.7794%	0.8612%	$861.43	$10,337.10	$1,189.46	$14,273.57	$2,050.89	$24,610.67
310	808	52	Balcony	1	1	$1,075,000	$4,179.04	0.6377%	0.7046%	$704.78	$8,457.41	$973.17	$11,678.08	$1,677.95	$20,135.49
311	742	99	Balcony	1	1	$975,000	$3,902.65	0.5955%	0.6580%	$658.17	$7,898.07	$908.81	$10,905.72	$1,566.98	$18,803.79
312	1512	143	Balcony	3	2	$2,175,000	$7,878.25	1.2022%	1.3283%	$1,328.65	$15,943.77	$1,834.61	$22,015.31	$3,163.26	$37,959.08
314	1016	150	Balcony	2	2	$1,475,000	$5,362.29	0.8183%	0.9041%	$904.34	$10,852.04	$1,248.72	$14,984.60	$2,153.06	$25,836.64
315	837			1	1	$1,100,000	$4,260.29	0.6501%	0.7183%	$718.49	$8,621.86	$992.10	$11,905.14	$1,710.59	$20,527.00
401	1021	94	Balcony	2	2	$1,400,000	$5,316.62	0.8113%	0.8964%	$896.64	$10,759.62	$1,238.08	$14,856.98	$2,134.72	$25,616.60
403	717			1	1	$940,000	$3,649.39	0.5569%	0.6153%	$615.46	$7,385.53	$849.83	$10,198.01	$1,465.29	$17,583.54
404	580	94	Balcony	1	1	$855,000	$3,071.71	0.4687%	0.5179%	$518.04	$6,216.43	$715.31	$8,583.70	$1,233.35	$14,800.13
405	432			0	1	$620,000	$2,198.65	0.3355%	0.3707%	$370.80	$4,449.56	$512.00	$6,144.00	$882.80	$10,593.56
406	412			0	1	$600,000	$2,097.23	0.3200%	0.3536%	$353.69	$4,244.31	$488.38	$5,860.58	$842.07	$10,104.89
407	470	86	Balcony	0	1	$700,000	$2,501.73	0.3818%	0.4218%	$421.91	$5,062.92	$582.58	$6,990.93	$1,004.49	$12,053.85
408	407			0	1	$600,000	$2,071.73	0.3161%	0.3493%	$349.39	$4,192.70	$482.44	$5,789.32	$831.83	$9,982.02
409	1332	102	Balcony	3	2	$1,925,000	$6,909.71	1.0544%	1.1650%	$1,165.31	$13,983.66	$1,609.06	$19,308.77	$2,774.37	$33,292.43
410	1117	99	Balcony	2	2	$1,420,000	$5,811.27	0.8868%	0.9798%	$980.06	$11,760.68	$1,353.27	$16,239.25	$2,333.33	$27,999.93
411	1330	44	Balcony	2	2	$1,800,000	$6,825.49	1.0416%	1.1508%	$1,151.10	$13,813.21	$1,589.45	$19,073.42	$2,740.55	$32,886.63
412	1512	143	Balcony	3	2	$2,200,000	$7,878.25	1.2022%	1.3283%	$1,328.65	$15,943.77	$1,834.61	$22,015.31	$3,163.26	$37,959.08
414	1016	150	Balcony	2	2	$1,490,000	$5,362.29	0.8183%	0.9041%	$904.34	$10,852.04	$1,248.72	$14,984.60	$2,153.06	$25,836.64
415	837			1	1	$1,120,000	$4,260.29	0.6501%	0.7183%	$718.49	$8,621.86	$992.10	$11,905.14	$1,710.59	$20,527.00

SCHEDULE A

THE 58 SAINT MARKS PLACE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JANUARY 1, 2022 - DECEMBER 31, 2022

Unit	Unit Square Footage (1)	Limited Common Element Square Footage (1)	Limited Common Element (1)	BR	Bath	Offering Price (2)	Resident Manager Unit Contribution (2)	Percentage of Common Interest (3)	Percentage of Residential Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
501	1023	94	Balcony	2	2	$1,425,000	$5,326.70	0.8128%	0.8981%	$898.34	$10,780.02	$1,240.43	$14,885.15	$2,138.77	$25,665.17
503	717			1	1	$955,000	$3,649.39	0.5569%	0.6153%	$615.46	$7,385.53	$849.83	$10,198.01	$1,465.29	$17,583.54
504	580	94	Balcony	1	1	$875,000	$3,071.71	0.4687%	0.5179%	$518.04	$6,216.43	$715.31	$8,583.70	$1,233.35	$14,800.13
505	432			0	1	$645,000	$2,198.65	0.3355%	0.3707%	$370.80	$4,449.56	$512.00	$6,144.00	$882.80	$10,593.56
506	412			0	1	$625,000	$2,097.23	0.3200%	0.3536%	$353.69	$4,244.31	$488.38	$5,860.58	$842.07	$10,104.89
507	470	86	Balcony	0	1	$725,000	$2,501.73	0.3818%	0.4218%	$421.91	$5,062.92	$582.58	$6,990.93	$1,004.49	$12,053.85
508	407			0	1	$625,000	$2,071.73	0.3161%	0.3493%	$349.39	$4,192.70	$482.44	$5,789.32	$831.83	$9,982.02
509	1332	102	Balcony	3	2	$1,950,000	$6,909.71	1.0544%	1.1650%	$1,165.31	$13,983.66	$1,609.06	$19,308.77	$2,774.37	$33,292.43
510	1117	99	Balcony	2	2	$1,440,000	$5,811.27	0.8868%	0.9798%	$980.06	$11,760.68	$1,353.27	$16,239.25	$2,333.33	$27,999.93
511	1330	44	Balcony	2	2	$1,825,000	$6,825.49	1.0416%	1.1508%	$1,151.10	$13,813.21	$1,589.45	$19,073.42	$2,740.55	$32,886.63
512	1512	143	Balcony	3	2	$2,225,000	$7,878.25	1.2022%	1.3283%	$1,328.65	$15,943.77	$1,834.61	$22,015.31	$3,163.26	$37,959.08
514	1016	150	Balcony	2	2	$1,505,000	$5,362.29	0.8183%	0.9041%	$904.34	$10,852.04	$1,248.72	$14,984.60	$2,153.06	$25,836.64
515	837			1	1	$1,140,000	$4,260.29	0.6501%	0.7183%	$718.49	$8,621.86	$992.10	$11,905.14	$1,710.59	$20,527.00
516	2334	995	Terrace	4	3.5	$3,750,000	$13,146.24	2.0061%	2.2165%	$2,217.08	$26,604.96	$3,061.37	$36,736.38	$5,278.45	$63,341.34
601	1023	94	Balcony	2	2	$1,440,000	$5,326.70	0.8128%	0.8981%	$898.34	$10,780.02	$1,240.43	$14,885.15	$2,138.77	$25,665.17
603	717			1	1	$970,000	$3,649.39	0.5569%	0.6153%	$615.46	$7,385.53	$849.83	$10,198.01	$1,465.29	$17,583.54
604	1002	94	Balcony	2	2	$1,410,000	$5,219.94	0.7965%	0.8801%	$880.33	$10,563.96	$1,215.57	$14,586.82	$2,095.90	$25,150.78
605	650	43	Balcony	1	1	$905,000	$3,363.51	0.5132%	0.5671%	$567.25	$6,806.98	$783.26	$9,399.14	$1,350.51	$16,206.12
606	650	43	Balcony	1	1	$905,000	$3,363.51	0.5132%	0.5671%	$567.25	$6,806.98	$783.26	$9,399.14	$1,350.51	$16,206.12
609	1332	102	Balcony	3	2	$1,975,000	$6,909.71	1.0544%	1.1650%	$1,165.31	$13,983.66	$1,609.06	$19,308.77	$2,774.37	$33,292.43
610	1117	99	Balcony	2	2	$1,460,000	$5,811.27	0.8868%	0.9798%	$980.06	$11,760.68	$1,353.27	$16,239.25	$2,333.33	$27,999.93
611	1330	44	Balcony	2	2	$1,850,000	$6,825.49	1.0416%	1.1508%	$1,151.10	$13,813.21	$1,589.45	$19,073.42	$2,740.55	$32,886.63
612	1512	143	Balcony	3	2	$2,250,000	$7,878.25	1.2022%	1.3283%	$1,328.65	$15,943.77	$1,834.61	$22,015.31	$3,163.26	$37,959.08
614	1016	150	Balcony	2	2	$1,520,000	$5,362.29	0.8183%	0.9041%	$904.34	$10,852.04	$1,248.72	$14,984.60	$2,153.06	$25,836.64
615	837			1	1	$1,160,000	$4,260.29	0.6501%	0.7183%	$718.49	$8,621.86	$992.10	$11,905.14	$1,710.59	$20,527.00
701	1023	94	Balcony	2	2	$1,455,000	$5,326.70	0.8128%	0.8981%	$898.34	$10,780.02	$1,240.43	$14,885.15	$2,138.77	$25,665.17
703	717			1	1	$985,000	$3,649.39	0.5569%	0.6153%	$615.46	$7,385.53	$849.83	$10,198.01	$1,465.29	$17,583.54
704	1002	94	Balcony	2	2	$1,430,000	$5,219.94	0.7965%	0.8801%	$880.33	$10,563.96	$1,215.57	$14,586.82	$2,095.90	$25,150.78
705	650	43	Balcony	1	1	$920,000	$3,363.51	0.5132%	0.5671%	$567.25	$6,806.98	$783.26	$9,399.14	$1,350.51	$16,206.12
706	650	43	Balcony	1	1	$920,000	$3,363.51	0.5132%	0.5671%	$567.25	$6,806.98	$783.26	$9,399.14	$1,350.51	$16,206.12
709	1332	102	Balcony	3	2	$1,995,000	$6,909.71	1.0544%	1.1650%	$1,165.31	$13,983.66	$1,609.06	$19,308.77	$2,774.37	$33,292.43
710	1117	99	Balcony	2	2	$1,480,000	$5,811.27	0.8868%	0.9798%	$980.06	$11,760.68	$1,353.27	$16,239.25	$2,333.33	$27,999.93
711	1330	44	Balcony	2	2	$1,875,000	$6,825.49	1.0416%	1.1508%	$1,151.10	$13,813.21	$1,589.45	$19,073.42	$2,740.55	$32,886.63
712	1512	143	Balcony	3	2	$2,275,000	$7,878.25	1.2022%	1.3283%	$1,328.65	$15,943.77	$1,834.61	$22,015.31	$3,163.26	$37,959.08
714	1016	150	Balcony	2	2	$1,535,000	$5,362.29	0.8183%	0.9041%	$904.34	$10,852.04	$1,248.72	$14,984.60	$2,153.06	$25,836.64
715	842			1	1	$1,180,000	$4,285.80	0.6540%	0.7226%	$722.79	$8,673.47	$998.03	$11,976.41	$1,720.82	$20,649.88
801	1023	94	Balcony	2	2	$1,475,000	$5,326.70	0.8128%	0.8981%	$898.34	$10,780.02	$1,240.43	$14,885.15	$2,138.77	$25,665.17

SCHEDULE A

THE 58 SAINT MARKS PLACE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JANUARY 1, 2022 - DECEMBER 31, 2022

Unit	Unit Square Footage (1)	Limited Common Element Square Footage (1)	Limited Common Element (1)	BR	Bath	Offering Price (2)	Resident Manager Unit Contribution (2)	Percentage of Common Interest (3)	Percentage of Residential Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
803	717			1	1	$1,000,000	$3,649.39	0.5569%	0.6153%	$615.46	$7,385.53	$849.83	$10,198.01	$1,465.29	$17,583.54
804	1002	94	Balcony	2	2	$1,450,000	$5,219.94	0.7965%	0.8801%	$880.33	$10,563.96	$1,215.57	$14,586.82	$2,095.90	$25,150.78
805	650	43	Balcony	1	1	$940,000	$3,363.51	0.5132%	0.5671%	$567.25	$6,806.98	$783.26	$9,399.14	$1,350.51	$16,206.12
806	650	43	Balcony	1	1	$940,000	$3,363.51	0.5132%	0.5671%	$567.25	$6,806.98	$783.26	$9,399.14	$1,350.51	$16,206.12
809	1332	102	Balcony	3	2	$2,025,000	$6,909.71	1.0544%	1.1650%	$1,165.31	$13,983.66	$1,609.06	$19,308.77	$2,774.37	$33,292.43
810	1117	99	Balcony	2	2	$1,500,000	$5,811.27	0.8868%	0.9798%	$980.06	$11,760.68	$1,353.27	$16,239.25	$2,333.33	$27,999.93
811	1330	44	Balcony	2	2	$1,900,000	$6,825.49	1.0416%	1.1508%	$1,151.10	$13,813.21	$1,589.45	$19,073.42	$2,740.55	$32,886.63
812	1512	143	Balcony	3	2	$2,300,000	$7,878.25	1.2022%	1.3283%	$1,328.65	$15,943.77	$1,834.61	$22,015.31	$3,163.26	$37,959.08
814	1016	150	Balcony	2	2	$1,550,000	$5,362.29	0.8183%	0.9041%	$904.34	$10,852.04	$1,248.72	$14,984.60	$2,153.06	$25,836.64
815	842	0	Balcony	1	1	$1,200,000	$4,285.80	0.6540%	0.7226%	$722.79	$8,673.47	$998.03	$11,976.41	$1,720.82	$20,649.88
901	1379	94	Balcony	2	2.5	$1,950,000	$7,138.65	1.0893%	1.2036%	$1,203.92	$14,446.98	$1,662.38	$19,948.53	$2,866.30	$34,395.51
902	1322	94	Balcony	2	2.5	$1,925,000	$6,848.62	1.0451%	1.1547%	$1,155.00	$13,860.03	$1,594.84	$19,138.06	$2,749.84	$32,998.09
903	1340	86	Balcony	2	2.5	$1,925,000	$6,929.87	1.0575%	1.1684%	$1,168.71	$14,024.47	$1,613.76	$19,365.12	$2,782.47	$33,389.59
909	1333	102	Balcony	3	2	$2,075,000	$6,915.04	1.0552%	1.1659%	$1,166.21	$13,994.46	$1,610.31	$19,323.68	$2,776.52	$33,318.14
910	2404	364	Balcony and Terrace	4	3.5	$3,700,000	$12,699.63	1.9379%	2.1412%	$2,141.76	$25,701.12	$2,957.36	$35,488.36	$5,099.12	$61,189.48
912	1507	143	Balcony	3	2	$2,375,000	$7,852.75	1.1983%	1.3240%	$1,324.35	$15,892.16	$1,828.67	$21,944.04	$3,153.02	$37,836.20
914	1016	150	Balcony	2	2	$1,575,000	$5,362.29	0.8183%	0.9041%	$904.34	$10,852.04	$1,248.72	$14,984.60	$2,153.06	$25,836.64
915	842	0	Balcony	1	1	$1,220,000	$4,285.80	0.6540%	0.7226%	$722.79	$8,673.47	$998.03	$11,976.41	$1,720.82	$20,649.88
PH 1001	1755	940	Terrace	3	2.5	$3,300,000	$10,129.10	1.5457%	1.7078%	$1,708.25	$20,498.96	$2,358.76	$28,305.16	$4,067.01	$48,804.12
PH 1002	1726	1420	Terrace	3	2.5	$3,425,000	$10,592.31	1.6163%	1.7859%	$1,786.37	$21,436.41	$2,466.63	$29,599.60	$4,253.00	$51,036.01
PH 1003	2255	996	Terrace	4	3.5	$4,200,000	$12,745.29	1.9449%	2.1489%	$2,149.46	$25,793.55	$2,968.00	$35,615.98	$5,117.46	$61,409.53
PH 1101	1755	128	Terrace	3	2.5	$2,900,000	$9,095.90	1.3880%	1.5336%	$1,534.00	$18,408.02	$2,118.16	$25,417.96	$3,652.16	$43,825.98
PH 1102	1726	133	Terrace	3	2.5	$2,950,000	$8,954.74	1.3664%	1.5098%	$1,510.20	$18,122.34	$2,085.29	$25,023.50	$3,595.49	$43,145.84
PH 1103	2255	243	Terrace	4	3.5	$3,800,000	$11,787.43	1.7987%	1.9874%	$1,987.92	$23,855.04	$2,744.94	$32,939.27	$4,732.86	$56,794.31
PH 1104	1718	239	Terrace	3	2.5	$3,100,000	$9,049.05	1.3808%	1.5257%	$1,526.10	$18,313.19	$2,107.25	$25,287.03	$3,633.35	$43,600.22
PH 1105	1723	246	Terrace	3	2.5	$3,100,000	$9,082.85	1.3860%	1.5314%	$1,531.80	$18,381.61	$2,115.13	$25,381.50	$3,646.93	$43,763.11
PH 1106	1737	243	Terrace	3	2.5	$3,100,000	$9,150.47	1.3963%	1.5428%	$1,543.20	$18,518.45	$2,130.87	$25,570.44	$3,674.07	$44,088.89
PH 1201	1846	779	Balcony and Terrace	3	2.5	$3,100,000	$10,387.69	1.5851%	1.7514%	$1,751.86	$21,022.30	$2,418.98	$29,027.79	$4,170.84	$50,050.09
PH 1202	1817	931	Balcony and Terrace	3	2.5	$3,150,000	$10,433.36	1.5921%	1.7591%	$1,759.56	$21,114.72	$2,429.62	$29,155.41	$4,189.18	$50,270.13
PH 1203	2382	678	Terrace	4	3.5	$4,200,000	$12,987.28	1.9818%	2.1897%	$2,190.27	$26,283.28	$3,024.35	$36,292.20	$5,214.62	$62,575.48
PH 1204	2772	1268	Balcony and Terrace	4	3.5	$4,950,000	$15,723.29	2.3993%	2.6510%	$2,651.69	$31,820.33	$3,661.48	$43,937.81	$6,313.17	$75,758.14
Residential Units Subtotal	**112,631**	**15,572**				**$169,890,000**	**$588,929**	**90.5059%**	**100.0000%**	**$100,026.32**	**$1,200,314.06**	**$138,117.03**	**$1,657,405.00**	**$238,143.35**	**$2,857,719.06**

SCHEDULE A

THE 58 SAINT MARKS PLACE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JANUARY 1, 2022 - DECEMBER 31, 2022

Unit	Unit Square Footage (1)	Limited Common Element Square Footage (1)	Limited Common Element (1)	BR Bath	Offering Price (2)	Resident Manager Unit Contribution (2)	Percentage of Common Interest (3)	Percentage of Residential Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
Commercial Unit	11,850				$13,900,000		9.2040%	96.9404%	$5,750.84	$69,010.05	$8,944.13	$107,329.50	$14,694.97	$176,339.56
Community Facility Unit	374				N/A		0.2901%	3.0596%	$181.51	$2,178.07	$282.29	$3,387.50	$463.80	$5,565.57
Non-Residential Unit Subtotal	**12,224**	**0**			**$13,900,000**		**9.4941%**	**100.0000%**	**$5,932.35**	**$71,188.13**	**$9,226.42**	**$110,717.00**	**$15,158.77**	**$181,905.13**
TOTAL	**124,855**	**15,572**			**$183,790,000**		**100.0000%**		**$105,958.67**	**$1,271,502.19**	**$147,343.45**	**$1,768,122.00**	**$253,302.12**	**$3,039,624.19**

Limited Common Elements include balconies and terraces. Limited Common Elements and cellar space are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. No structures of any kind may be erected on these Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures.

The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building after construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. See Footnote 5 to Schedule A and the section "Real Estate Taxes" for more information regarding the projected assessed valuation after completion of construction.

Unit 210 will be owned by the condominium association and occupied by a resident manager. See Schedule B and Schedule B footnotes regarding the common charges, real estate taxes, and other carrying costs pertaining Unit 210.

SCHEDULE A-1

THE 58 SAINT MARKS PLACE CONDOMINIUM
SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS
FOR FIRST FULL YEAR OF OPERATION
JANUARY 1, 2022 - DECEMBER 31, 2022

Licensed Space	Square Footage (1)	Offering Price (2)	Estimated License Fee Monthly (4)	Estimated License Fee Annually (4)
P1	153	$150,000	$50.00	$600.00
P2	153	$150,000	$50.00	$600.00
P3	153	$150,000	$50.00	$600.00
P4	153	$150,000	$50.00	$600.00
P5	153	$150,000	$50.00	$600.00
P6	153	$150,000	$50.00	$600.00
P7	153	$150,000	$50.00	$600.00
P8	153	$150,000	$50.00	$600.00
P9	153	$150,000	$50.00	$600.00
P10	153	$150,000	$50.00	$600.00
P11	153	$150,000	$50.00	$600.00
P12	153	$150,000	$50.00	$600.00
P13	153	$150,000	$50.00	$600.00
P14	153	$150,000	$50.00	$600.00
P15	153	$150,000	$50.00	$600.00
P16	153	$150,000	$50.00	$600.00
P17	153	$150,000	$50.00	$600.00
P18	153	$150,000	$50.00	$600.00
P19	153	$150,000	$50.00	$600.00
P20	153	$150,000	$50.00	$600.00
P21	153	$150,000	$50.00	$600.00
P22	153	$150,000	$50.00	$600.00
P23	153	$150,000	$50.00	$600.00
P24	153	$150,000	$50.00	$600.00
P25	153	$150,000	$50.00	$600.00
P26	153	$150,000	$50.00	$600.00
P27	153	$150,000	$50.00	$600.00
P28	153	$150,000	$50.00	$600.00
P29	153	$150,000	$50.00	$600.00
P30	153	$150,000	$50.00	$600.00
P31	153	$150,000	$50.00	$600.00
P32	153	$150,000	$50.00	$600.00
P33	153	$150,000	$50.00	$600.00
P34	153	$150,000	$50.00	$600.00
P35	153	$150,000	$50.00	$600.00
P36	153	$150,000	$50.00	$600.00
P37	153	$150,000	$50.00	$600.00
P38	153	$150,000	$50.00	$600.00
P39	153	$150,000	$50.00	$600.00
P40	153	$150,000	$50.00	$600.00
P41	153	$150,000	$50.00	$600.00
P42	153	$150,000	$50.00	$600.00
P43	153	$150,000	$50.00	$600.00
P44	153	$150,000	$50.00	$600.00
P45	153	$150,000	$50.00	$600.00
P46	153	$150,000	$50.00	$600.00
P47	153	$150,000	$50.00	$600.00

SCHEDULE A-1

THE 58 SAINT MARKS PLACE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JANUARY 1, 2022 - DECEMBER 31, 2022

Licensed Space	Square Footage (1)	Offering Price (2)	Estimated License Fee Monthly (4)	Estimated License Fee Annually (4)
P48	153	$150,000	$50.00	$600.00
S1	20	$20,000	$20.00	$240.00
S2	16	$20,000	$16.00	$192.00
S3	16	$20,000	$16.00	$192.00
S4	16	$20,000	$16.00	$192.00
S5	21	$20,000	$21.00	$252.00
S6	20	$20,000	$20.00	$240.00
S7	20	$20,000	$20.00	$240.00
S8	20	$20,000	$20.00	$240.00
S9	20	$20,000	$20.00	$240.00
S10	16	$20,000	$16.00	$192.00
S11	16	$20,000	$16.00	$192.00
S12	16	$20,000	$16.00	$192.00
S13	16	$20,000	$16.00	$192.00
S14	16	$20,000	$16.00	$192.00
S15	16	$20,000	$16.00	$192.00
S16	16	$20,000	$16.00	$192.00
S17	16	$20,000	$16.00	$192.00
S18	16	$20,000	$16.00	$192.00
S19	16	$20,000	$16.00	$192.00
S20	16	$20,000	$16.00	$192.00
S21	16	$20,000	$16.00	$192.00
S22	16	$20,000	$16.00	$192.00
S23	16	$20,000	$16.00	$192.00
S24	16	$20,000	$16.00	$192.00
S25	16	$20,000	$16.00	$192.00
S26	16	$20,000	$16.00	$192.00
S27	16	$20,000	$16.00	$192.00
S28	16	$20,000	$16.00	$192.00
S29	16	$20,000	$16.00	$192.00
S30	16	$20,000	$16.00	$192.00
S31	20	$20,000	$20.00	$240.00
S32	20	$20,000	$20.00	$240.00
S33	16	$20,000	$16.00	$192.00
S34	20	$20,000	$20.00	$240.00
S35	16	$20,000	$16.00	$192.00
S36	16	$20,000	$16.00	$192.00
S37	16	$20,000	$16.00	$192.00
S38	21	$20,000	$21.00	$252.00
S39	20	$20,000	$20.00	$240.00
S40	20	$20,000	$20.00	$240.00
S41	20	$20,000	$20.00	$240.00
S42	20	$20,000	$20.00	$240.00
S43	16	$20,000	$16.00	$192.00
S44	16	$20,000	$16.00	$192.00
S45	16	$20,000	$16.00	$192.00

SCHEDULE A-1

THE 58 SAINT MARKS PLACE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JANUARY 1, 2022 - DECEMBER 31, 2022

Licensed Space	Square Footage (1)	Offering Price (2)	Estimated License Fee Monthly (4)	Estimated License Fee Annually (4)
S46	16	$20,000	$16.00	$192.00
S47	16	$20,000	$16.00	$192.00
S48	16	$20,000	$16.00	$192.00
S49	16	$20,000	$16.00	$192.00
S50	16	$20,000	$16.00	$192.00
S51	16	$20,000	$16.00	$192.00
S52	16	$20,000	$16.00	$192.00
S53	16	$20,000	$16.00	$192.00
S54	16	$20,000	$16.00	$192.00
S55	16	$20,000	$16.00	$192.00
S56	16	$20,000	$16.00	$192.00
S57	16	$20,000	$16.00	$192.00
S58	16	$20,000	$16.00	$192.00
S59	16	$20,000	$16.00	$192.00
S60	16	$20,000	$16.00	$192.00
S61	16	$20,000	$16.00	$192.00
S62	16	$20,000	$16.00	$192.00
S63	20	$20,000	$20.00	$240.00
S64	20	$20,000	$20.00	$240.00
S65	16	$20,000	$16.00	$192.00
B1	4	$500	$0.00	$0.00
B2	4	$500	$0.00	$0.00
B3	4	$500	$0.00	$0.00
B4	4	$500	$0.00	$0.00
B5	4	$500	$0.00	$0.00
B6	4	$500	$0.00	$0.00
B7	4	$500	$0.00	$0.00
B8	4	$500	$0.00	$0.00
B9	4	$500	$0.00	$0.00
B10	4	$500	$0.00	$0.00
B11	4	$500	$0.00	$0.00
B12	4	$500	$0.00	$0.00
B13	4	$500	$0.00	$0.00
B14	4	$500	$0.00	$0.00
B15	4	$500	$0.00	$0.00
B16	4	$500	$0.00	$0.00
B17	4	$500	$0.00	$0.00
B18	4	$500	$0.00	$0.00
B19	4	$500	$0.00	$0.00
B20	4	$500	$0.00	$0.00
B21	4	$500	$0.00	$0.00
B22	4	$500	$0.00	$0.00
B23	4	$500	$0.00	$0.00
B24	4	$500	$0.00	$0.00
B25	4	$500	$0.00	$0.00
B26	4	$500	$0.00	$0.00

SCHEDULE A-1

THE 58 SAINT MARKS PLACE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JANUARY 1, 2022 - DECEMBER 31, 2022

Licensed Space	Square Footage (1)	Offering Price (2)	Estimated License Fee Monthly (4)	Estimated License Fee Annually (4)
B27	4	$500	$0.00	$0.00
B28	4	$500	$0.00	$0.00
B29	4	$500	$0.00	$0.00
B30	4	$500	$0.00	$0.00
B31	4	$500	$0.00	$0.00
B32	4	$500	$0.00	$0.00
B33	4	$500	$0.00	$0.00
B34	4	$500	$0.00	$0.00
B35	4	$500	$0.00	$0.00
B36	4	$500	$0.00	$0.00
B37	4	$500	$0.00	$0.00
B38	4	$500	$0.00	$0.00
B39	4	$500	$0.00	$0.00
B40	4	$500	$0.00	$0.00
B41	4	$500	$0.00	$0.00
B42	4	$500	$0.00	$0.00
B43	4	$500	$0.00	$0.00
B44	4	$500	$0.00	$0.00
B45	4	$500	$0.00	$0.00
B46	4	$500	$0.00	$0.00
B47	4	$500	$0.00	$0.00
B48	4	$500	$0.00	$0.00
B49	4	$500	$0.00	$0.00
B50	4	$500	$0.00	$0.00
B51	4	$500	$0.00	$0.00
B52	4	$500	$0.00	$0.00
B53	5	$500	$0.00	$0.00
TOTAL	**8,450**	**$8,526,500**	**$3,506.00**	**$42,072.00**

Limited Common Elements include balconies, terraces, and the rear yard. Limited Common Elements and cellar space are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. No structures of any kind may be erected on these Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures.

NOTES TO SCHEDULE A

1. Floor Plans depicting layouts of Units in this Schedule A appear in Part II of the Offering Plan. Purchasers should note that the square footage of each Unit, as reflected in Schedule A, the Floor Plans set forth in Part II of the Offering Plan, and in Exhibit B to the Declaration set forth in Part II of this Offering Plan are approximate and are within reasonable tolerances. Each Residential Unit is measured horizontally from the exterior side of exterior walls (perimeter columns and mechanical pipes, ducts and shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit. Each Unit will be measured vertically from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. Dimensions listed on Schedule A are based on this method of measurement; since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of each Unit is significantly less than the area listed in Schedule A. Floor area may include columns, mechanical pipes shafts, shaftways chases, enclosed as freestanding columns thereby reducing the available floor area. Each Unit also includes the interior doors and walls and all plumbing, gas and electrical fixtures, lines, conduits and equipment such as refrigerators, dishwashers, panel boxes, ranges and other appliances, as may be affixed, attached or appurtenant to said Unit, not including the Building heating equipment and system, plumbing, gas and electrical fixtures and equipment as used in the preceding sentence include exposed and unexposed (to the extent solely serving or benefiting the Unit) gas and water pipes attached to the fixtures, appliances and equipment fixtures, appliances and equipment, and appliances and any special equipment, fixtures or facilities affixed, attached, or appurtenant to the Unit.

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers,

except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

Limited Common Elements and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner. There are fences that separate the private terraces, the mechanical unit area and the outdoor accessory recreation area; fences are constructed from metal sheets, 4'-6" high.

2. The Purchase Prices of Units may be negotiated by Sponsor and therefore, may be changed. No such change will be made other than pursuant to a duly filed amendment to the Offering Plan filed in advance of any such change, except that Sponsor reserves the right to decrease Purchase Prices, without filing an amendment to the Offering Plan at any time during the offering period, if such a decrease in the Purchase Price does not constitute a general offering or an advertised price, but is rather the result of an individually negotiated transaction. See "Changes in Prices and Units" and "Unit Closing Costs and Adjustments" in Part I of the Offering Plan, for a more detailed description of purchase prices and closing costs.

Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential unit is currently one percent (1%) of the Consideration if such Consideration is $500,000.00 or less, and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit under $3,000,000 is currently $2.00 for every $500.00 or part thereof (.4%) of the Consideration. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit over $3,000,000 is currently $3.25 for

every $500.00 or part thereof (.65%) of the Consideration. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the transfer taxes payable:

(i) Add the rates for RPT and NYS Tax. The result will be "Total Tax Rate"
(ii) Divide Consideration by 1 minus Total Tax Rate. The result will be "Total Consideration"
(iii) To compute RPT due, multiply Total Consideration by the RPT rate
(iv) To compute NYS Tax due, multiply Total Consideration by NYS Tax rate

3. The respective Common Interest of each Unit in the Common Elements, in accordance with the provisions of §339-i(1)(iv) of the Condominium Act, is based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, as well as, the uniqueness of the Unit. The Common Interest is the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appertaining to each Unit.

4. The projected Common Charges provide for the maintenance of the Property outlined in Schedule B. This figure is inclusive of carrying costs of Units owned by the Condominium. The carrying costs of Unit 210 are approximately that of Unit 310; see Schedule B footnotes for the carrying costs of Unit 210. The actual first year of operation may be earlier or later than the projected annual period. In addition to these estimated charges, each Unit Owner will be responsible for paying the following charges pertaining to their Unit:

(i) mortgage debt payments under any loan or loans obtained to finance the acquisition of a Unit;
(ii) each Unit Owner shall be responsible for paying for the costs of separately sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges; See "Budget for Individual Energy Costs Schedule B-1" in Part I of the Offering Plan for a more detailed description of the separately sub-metered utilities supplied to the Unit.
(iii) the cost of interior repairs to, and the maintenance, painting and decoration of, the Unit (including, without limitation, the equipment and appliances contained therein); and
(iv) the cost of insurance that the Unit Owner covering (a) furniture, belongings, equipment and other personal property and (b) The Unit Owner's liability to others for personal injury or property damage as a result of occurrences in the Unit. Common Expenses are allocated only among the Unit Owners in accordance with their Common Interest.

5. Upon substantial completion of construction, the Property will be classified by the New York City Department of Finance as a Tax Class 2 property. The policy of the New York City Department of Finance is to apportion each Unit's real estate taxes based on its Common Interest, in relation to the assessed value of the entire property. However, Sponsor makes no representation

that the New York City Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest.

Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter set forth subsequently in Part I of this Offering Plan supplied by Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP., 6 East 45th Street, Seventh Floor, New York, NY 10017 ("Property Tax Professional"). Post-construction real estate tax estimates were made by Property Tax Professional. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter by Property Tax Professional to provide prospective purchasers the information related to the property taxes for the Building set forth herein; Sponsor and Sponsor's counsel are not property tax experts, have not independently verified the Property Tax Projection Letter, and make no judgment as to its accuracy. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by Property Tax Professional thoroughly and to consult with their own tax counsel or expert regarding same. See the Property Tax Projection Letter dated August 3, 2020, set forth at the end of the section "Real Estate Taxes". The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete.

The Property Tax Projection Letter provides, in part, that upon conversion to a condominium, the Residential Units will be designated Tax Class 2, the Community Facility Units and Non-Residential Units will be designated Tax Class 4, and the 2021/2022 final assessment roll will only reflect a land assessment when it is published in May 2021; the first-year budget incorporates 6 months under the 2021/2022 tax year and 6 months under the 2022/2023 tax year where the Building is also assessed. Property Tax Professional assumed a Tax Class 2 tax rate of 12.3% and a Tax Class 4 tax rate of 10.8% for tax year 2021/2022 and 2022/2023.

Estimated Residential Assessed Value 2021/2022 tax year:	$7,434,394
Estimated Residential Tax Liability 2021/2022 tax year:	$951,602
Estimated Residential Assessed Value 2022/2023 tax year:	$13,474,839,
Estimated Residential Tax Liability 2022/2023 tax year:	$1,657,405

The first year of operations is 50% of tax year 2021/2022 and 50% of tax year 2022/2023. Therefore, the Property Tax Professional has estimated a residential tax liability of $1,285,918for the first year of operations and $1,657,405 for the full post-construction tax year.

Estimated Non-Residential Assessed Value 2021/2022 tax year:	$565,606
Estimated Non-Residential Tax Liability 2021/2022 tax year:	$72,398
Estimated Non-Residential Assessed Value 2022/2023 tax year:	$1,025,161
Estimated Non-Residential Tax Liability 2022/2023 tax year:	$110,717

The first year of operations is 50% of tax year 2021/2022 and 50% of tax year 2022/2023. Therefore, the Property Tax Professional has estimated a non-residential tax liability of $90,144 for the first year of operations and $110,717 for the full post-construction tax year.

As the Community Facility Unit and Unit 210 will be owned by the Condominium, the real estate

taxes will be paid by the Condominium as a Common Expense. The carrying costs budgeted for the Community Facility Unit include $3,387.50 in real estate taxes. The carrying costs budgeted for Unit 210 include $11,678.08 in real estate taxes.

The Schedule A set forth in Part I of the Offering Plan allocates the estimated real estate taxes for the First Year of Operations to all Residential Units based on each Residential Unit's Common Interest. However, Sponsor makes no representation that the New York City Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest. Purchasers are urged to review the Property Tax Projection Letter with their own counsel to understand the tax implications on their Unit. After the Condominium is divided into individual tax lots by the Department of Finance, each Unit will be taxed as a separate tax lot for real estate tax purposes, and individual Unit Owners will not be responsible for, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units. Every January, the New York City Department of Finance mails property owners a Notice of Property Value. Every May, the New York City Department of Finance issues a final assessment. After the Declaration and Tax Maps are filed, until the New York City Department of Finance issues the next Notice of Property Value or final assessment, an assessment of each Unit may not be shown on the New York City Department of Finance website even if the New York City Department of Finance has apportioned the real estate taxes for each Unit.

No warranty, guarantee or assurance is given that:

(i) any projected or estimated amount set forth above including, without limitation, the estimates of the Property's assessed valuation during the First Year of Operations; the estimates of the portions of such assessed valuations that will be allocable to the Units; the tax rate that will be in effect during the first year; will approximate the actual amount; or

(ii) the New York City Department of Finance will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by Property Tax Professional for such purpose, or that the New York City Department of Finance will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above.

6. The total monthly carrying charges do not reflect the after tax cost of the carrying charges. A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing their taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the

alternative minimum tax. No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Please consult Counsel's Income Tax Opinion in Part I of this Offering Plan for all conditions of deductibility. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL CARRYING CHARGES OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE CONDOMINIUM WILL BE AS STATED, OR THAT SUCH CARRYING CHARGES OR EXPENSES WILL NOT VARY FROM THE AMOUNTS SHOWN IN SCHEDULE A.

SCHEDULE B

THE 58 SAINT MARKS PLACE CONDOMINIUM
SCHEDULE OF ESTIMATED INCOME AND EXPENSES
FOR FIRST FULL YEAR OF OPERATION
JANUARY 1, 2022 - DECEMBER 31, 2022

INCOME		
COMMON CHARGES - RESIDENTIAL UNITS	(1)	1,200,314.06
COMMON CHARGES - COMMERCIAL UNIT	(1)	71,188.13
LICENSE FEES - PARKING	(1)	24,600.00
LICENSE FEES - STORAGE	(1)	13,272.00
LICENSE FEES - BICYCLE	(1)	-
TOTAL OPERATING INCOME		1,309,374.19

EXPENSES		Total	Residential	Commercial
LABOR	(2)	$ -	$ -	$ -
ELECTRICITY	(3)	$ 243,760.00	$ 243,760.00	$ -
GAS	(4)	$ 64,020.00	$ 64,020.00	$ -
WATER CHARGES & SEWER RENTS	(5)	$ 104,108.78	$ 104,108.78	$ -
REPAIRS, MAINTENANCE & SUPPLIES	(6)	$ 40,000.00	$ 36,202.36	$ 3,797.64
SERVICE CONTRACTS	(7)	$ 649,814.37	$ 594,386.45	$ 55,427.92
INSURANCE	(8)	$ 60,000.00	$ 54,303.54	$ 5,696.46
MANAGEMENT FEE	(9)	$ 66,000.00	$ 59,733.89	$ 6,266.11
LEGAL AND AUDIT FEES	(10)	$ 10,000.00	$ 10,000.00	$ -
RESERVE FUND	(11)	$ 5,000.00	$ 5,000.00	$ -
CONDOMINIUM OWNED UNITS	(12)	$ 66,671.04	$ 66,671.04	$ -
TOTAL OPERATING EXPENSES		$1,309,374.19	$1,238,186.06	$ 71,188.13

Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from January 1, 2022 to December 31, 2022. The actual First Year of Condominium Operation may begin earlier or later than that year. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by twenty-five percent (25%) or more, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned, together with interest earned thereon, within a reasonable period of time. Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the offering plan.

The Notes to Schedule B below are an integral part of this Schedule and should be read in conjunction herewith.

FOOTNOTES TO SCHEDULE B

1. Income

These amounts represent the total Common Charges to be levied against and collected from the Unit Owners during the projected First Year of Operations. The Common Charges will be utilized by the Board of Managers to defray the operational expenses of the Condominium. Common Expenses are allocated among the Units on the basis of percentage of Common Interest.

No warranty is made with respect to the amount of any budget item. The projected budget has been reviewed by the Sponsor's budget expert, Monarch Realty Group. Based upon the consumption and related Building maintenance information that the Sponsor has provided to Monarch Realty Group, the budget is believed to be reasonable.

The Fifty-Three (53) Licensed Bicycle Spaces will carry no monthly license fee during the First Year of Operations and Sponsor does not anticipate the Board of Managers to assess a monthly license fee during the Sponsor Control Period. However, the Board of Managers, in their sole discretion, may assess a monthly license fee for the Licensed Bicycle Spaces in subsequent years.

Expenses will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. §339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and apportion common expenses among Residential and Commercial Units "based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners", if so authorized by the Declaration and By-Laws. Article 14 of the Declaration and Article 10 of the By-Laws, set forth in Part II of this Offering Plan, authorizes the Board of Managers to allocate the costs of operating the Condominium among the Residential and Non-Residential Unit Owners pursuant to the allocations set forth in the Budget for the Condominium's First Year of Operation.

2. Labor

The Condominium association will not employ any staff on payroll as an association, all staff to be provided by a third-party service provider. Staffing expenses can be found in Footnote 7 of Schedule B. The cost of third-party staffing is an estimated annual cost of $566,314.37. This includes a live-in resident manager, a full time porter, a part time porter, a handyman, and 24/7 concierge.

Such level of staffing complies with all applicable housing and labor laws; condominium unit owners are considered resident owners and are responsible for providing for adequate janitorial services in their multiple dwelling buildings; at the Board of Managers and Unit Owners' discretion, this may include providing the services themselves and hiring a competent janitor or superintendent to assist them (see Hatcher v. Bd. of Managers of 420 W. 23rd St. Condo., 2007 NY Slip Op 3750, 39 A.D.3d 436, 835 N.Y.S.2d 112 (App. Div.) and Hatcher v. Bd. of Managers,

12 Misc.3d 78 at 80, 819 N.Y.S.2d 374 [2006]).

3. Electricity

The amount set forth is the estimate for the electricity consumed only by the Common Elements, since the electricity for Units is individually metered by Consolidated Edison of New York. Electricity will be used to operate any water pumps, elevators, HVAC, miscellaneous building equipment such as fans and lighting throughout the interior and exterior of the Common Elements areas of the Building. Allocation of the electricity consumed with respect to the Common Elements is based on a master meter from Consolidated Edison explicitly for the Common Elements.

The projected Common Element electricity cost is based on a consumption of 1,371,287 kWh/year of electricity at an average cost of $0.202 per kWh. The estimate is inclusive of current tariffs plus a 10% increase.

The foregoing estimate is based upon the opinion letter from Ventrop Engineering Consulting Group, PLLC. whose office is located at 365 West 34th Street, 3rd Floor, New Nork, NY 10001; their opinion is based on their professional expertise and industry standards. It is impossible to predict whether the budgeted figure will reflect the actual cost of electricity during the First Year of Operations. This cost will vary with both the level of consumption and the rate charged by the utility company. In addition, the Budget Expert reduced overall occupancy by 20% compared to the projections of Ventrop Engineering Consulting Group, PLLC. This will account for Units that will not meet expected occupancy levels (i.e., not all one bedroom units will house 2 people and not all 2 bedrooms units will house 3 people). This reduction is based on Budget Expert's experience with similar projects.

See Schedule B-1 for the projected costs associated with individual Unit consumption.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. The Commercial Unit is isolated and does not benefit from electricity consumed in the Residential portion of the Building. This expense has been allocated 100% to the Residential Units.

4. Gas

Two lines of service will enter the Building. For one line of service, there will be five common gas meters for the Building, one for: the gas ranges, grills, driers, central hot water, and make up air units. The Commercial Unit and the Community Facility Unit will be separately metered. The second line of service will have one meter for an emergency generator.

The budget amount is for the first year of operation and is based on estimated total annual consumption: (100MBH/therm) of 59,631 therms at $1.22 per therm. The estimate is inclusive of

current tariffs plus a 10% increase.

The foregoing estimate is based upon the opinion letter from Ventrop Engineering Consulting Group, PLLC. whose office is located at 365 West 34th Street, 3rd Floor, New Nork, NY 10001; their opinion is based on their professional expertise and industry standards. It is impossible to predict whether the budgeted figure will reflect the actual cost of gas during the First Year of Operations. This cost will vary with both the level of consumption and the rate charged by the utility company. In addition, the Budget Expert reduced overall occupancy by 20% compared to the projections of Ventrop Engineering Consulting Group, PLLC. This will account for Units that will not meet expected occupancy levels (i.e., not all one bedroom units will house 2 people and not all 2 bedrooms units will house 3 people). This reduction is based on Budget Expert's experience with similar projects.

See Schedule B-1 for the projected costs associated with individual Unit consumption.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners; this expense has been allocated 100% to the Residential Units.

5. Water Charges and Sewer Rent

Water and sewer charges for the Building are assessed by the City of New York based on the actual amount of usage. There will be one master meter servicing the entire Building, and the charges for same will be apportioned amongst all Residential Units based on each Residential Unit's Common Interest; the Commercial Unit will be sub-metered and billed for any usage and is not included in this estimate. The City of New York charges per hundred cubic feet of water and sewer use (approximately 748 gallons). It is estimated that the annual water consumption will be 110 gallons per day per bedroom equaling 23,470 gallons per day at an estimated cost of $10.33 per HCF. The estimate is inclusive of current tariffs plus a 10% increase.

The foregoing estimate is based upon the opinion letter from Ventrop Engineering Consulting Group, PLLC. whose office is located at 365 West 34th Street, 3rd Floor, New Nork, NY 10001; their opinion is based on their professional expertise and industry standards. It is impossible to predict whether the budgeted figure will reflect the actual cost of water during the First Year of Operations. This cost will vary with both the level of consumption and the rate charged by the City of New York. Actual usage will be sensitive to the equipment that is installed and the habits of the Unit Owners, which may vary significantly. In addition, the Budget Expert reduced overall occupancy by 20% compared to the projections of Ventrop Engineering Consulting Group, PLLC. This will account for Units that will not meet expected occupancy levels (i.e., not all one bedroom units will house 2 people and not all 2 bedrooms units will house 3 people). This reduction is based on Budget Expert's experience with similar projects.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners; this expense has been allocated 100% to the Residential Units.

6. Repairs, Maintenance and Supplies

This figure represents the estimated cost for ordinary maintenance and repairs of the Common Elements, including periodic painting, and supplies such as cleaning supplies, light bulbs, fixtures, hardware, garbage bags, etc. used in connection with the operation of the Common Elements. The foregoing estimate is based upon the opinion of Sponsor's budget expert, Monarch Realty Group.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners; this expense has been allocated by Common Interest.

7. Service Contracts

Amounts indicated below are estimates made by the Monarch Realty Group based upon the Managing Agent's experience of managing similar properties and certain written proposals set forth below. No maintenance or service contracts have been entered into as of the filing date of the Offering Plan. The Board of Managers, on behalf of the Condominium will enter into these contracts at First Closing or on an as-needed basis as applicable.

a) Elevator maintenance and inspections at an estimated annual cost of $18,000
b) Extermination at an estimated annual cost of $2,500
c) Fire extinguishers at an estimated annual cost of $1,000
d) Landscaping at an estimated annual cost of $10,000
e) Fire alarm monitoring at an estimated annual cost of $10,000
f) Fire sprinkler compliance at an estimated annual cost of $4,000
g) HVAC servicing at an estimated annual cost of $25,000
h) Buildinglink at an estimated annual cost of $5,000
i) Phone/Internet/Cable at an estimated annual cost of $8,000
j) Staffing at an estimated annual cost of $566,314.37. This includes a live-in resident manager at an annual cost of $112,887.96, a full time handyman at an annual cost of $80,710.09, a full time porter at an annual cost of $69,154.50, a part time porter at an annual cost of $41,693.81, and 24/7 concierge at an annual cost of $262,036.43.

These expenses will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners; this expense has been allocated 100% to the Residential Units except for items b), c), e), f), and k) which have been allocated by Common Interest.

8. Insurance

The projected insurance premium is based on the letter dated May 7, 2019 from AllSure Insurance Brokerage having an office at 1090 Coney Island Avenue, Suite 201, Brooklyn, NY 11230.

Property	
Building -All Risk	$46,238,074
Boiler and Machinery	Included
Loss of Income	$300,000
Deductible	$10,000
Liability	
Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Products Completed	$2,000,000
Fire Damage Legal Liability	$100,000
Excess Liability	
General Aggregate	$10,000,000
Directors and Officers Liability	
General Aggregate	$1,000,000

In the opinion of AllSure Insurance Brokerage, the foregoing coverage is sufficient to replace the Buildings in the event of a total or partial loss so that the insured shall not be a co-insurer during the First Year of Operations.

This quotation is a projection of rates for the First Year of Operations. However, because conditions in the insurance marketplace are volatile, it is not possible to predict exactly what the premiums will be during this time. Purchasers should be aware of the possibility of rate increases.

Sponsor will procure on behalf of the Board, on or before the date of the First Closing, the fire, casualty, and general liability insurance required to be carried by the Condominium. The insurance budget provides that the Condominium will have public liability insurance at closing. The insurance coverage meets the requirements of Sponsor's lender. The fire, casualty and general liability insurance carried by the Condominium will provide that each Unit Owner is an additional insured party; that there will be no cancellation without notice to the Board of Managers; a waiver of subrogation; a waiver of invalidity because of the acts of the insured and Unit Owners; and a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

In addition to the insurance set forth herein, Unit Owners must obtain supplemental or additional insure their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

This expense will be allocated in compliance with §339-m of the Real Property Law based on

special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners; this expense has been allocated by Common Interest.

9. Management Fees

Based on the management agreement to be entered into with Monarch Realty Group at or before the First Unit Closing, it is expected that the Managing Agent will receive an annual fee of $66,000 for the First Year of Condominium Operation. The management fees are at prevailing rates. Reference should be made to the section "Management Agreement" in Part I of the Offering Plan for further discussion of the terms of the Management Agreement. Expense allocated based on actual percentage of common interest. The Managing Agent and its principals have no relationship, past or present, to the Sponsor or principals of Sponsor, other than that the Managing Agent will be paid a fee for its services.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners; this expense has been allocated by Common Interest.

10. Legal and Audit Fees

The estimate of legal expense is based upon any anticipated consultation with an attorney to be retained by the Condominium Board. Such consultation would include, but not be limited to, issues raised by the Board of Managers in connection with the operation of the Property. No separate counsel has been appointed by Sponsor for the Condominium, it is not anticipated that any legal expense shall be required by the Condominium during the First Year of Operations. Therefore, $0 has been allocated to this expense. However, in the event that legal services are required by the Condominium, then such services would be billed on an hourly rate or monthly retainer rate to be determined and negotiated by the Board of Managers with the attorney to be retained. In future years, the legal expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. For example, if future legal expenses are attributable to solely to Residential Units, then legal expenses will be allocated to the Residential Units.

A certified public accountant will be responsible for auditing the Condominium's books and records and preparing the requisite audited financial statements. In addition, the accountant will be responsible for filing federal, state and city income tax returns. The amount set aside for this service is $5,000. This projection is based on an estimate received from Wilkin & Guttenplan P.C. with an office located at 2 Penn Plaza, 5th Floor, New York, NY 10121. This expense has been allocated based on Common Interest. In future years, this expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. For example, if a tax certiorari is performed to reduce the taxes of Residential Units, the expenses related to the tax certiorari will be allocated to the Residential Units.

11. Reserve

A reserve fund is being established for the Condominium for major capital expenditures such as

the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). Purchasers shall make a contribution at Closing to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Unit, as the same may be amended from time to time. Except for the initial contribution by Purchasers, the Reserve Fund is funded through Common Charges. The budgeted figure does not include these initial contributions. The Board of Managers, in its discretion, and subject to certain restrictions contained in the By-Laws, may, in its discretion, decide in future years to increase or decrease the Reserve Fund line item in the Condominium's annual budget. It is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital items likely to be needed within the first five (5) years of Condominium operation. No representation or warranty is made that the Reserve Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

The typical amount budgeted is approximately ten percent (10%) of the expenses budgeted for the entire year in order to conform to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae, however a reserve study by Strategic Inspections, LLC, allows for a reserve requirement of $5,000 for the First Year of Operations.

12. Condominium Owned Units' Carrying Costs

Sponsor will transfer title of the Community Facility Unit to the Condominium without compensation on or around the expiration of the Sponsor Control Period; this is expected to be in the second or third year of operation.

Sponsor will also transfer title of Unit 210 to the Condominium for $1,050,000 on or around the expiration of the Sponsor Control Period; this is expected to be in the second or third year of operation. A loan commitment will be obtained within three months prior to the closing of Unit 210, the Offering Plan will be promptly amended to disclose the salient provisions of the agreement. The Purchase Agreement between Sponsor and the Condominium will be substantially the same form as all other Units, see Form of Purchase Agreement set forth in Part II of the Offering Plan.

Until such Units are transferred, the Condominium shall pay Sponsor rent in an amount equal to the projected carrying costs of these Units as if the Units were conveyed as of the First Closing; in future years this line item is expected to remain consistent, including after the Units are conveyed.

The carrying costs attributable to Unit 210 (the resident manager's Unit) and the Community Facility Unit, which will both be conveyed to the Condominium, are allocated to the Residential Unit Owners. The carrying costs budgeted for the Community Facility Unit include $282.29 in Common Charges, $3,387.50 in real estate taxes, $116.00 for gas, and $2,930.00 for electricity. The carrying costs budgeted for Unit 210 include $8,457.41 in Common Charges, $11,678.08 in real estate taxes, $3,600 for cable and internet, $2,400 for electricity, and $33,819.76 for the

mortgage on the Unit.

The purchase price for Unit 210 will be $1,050,000, with $63,000 budgeted in closing costs. A total of $588,919 will be collected from the sale of the Residential Units as a contribution towards the cost of the residential manager's Unit, the remaining balance of $525,000 will be financed with a 10 year loan amortized over 30 years; assuming a 5% interest rate, this results in a monthly payment of $2,818.31 or $33,819.76 a year. At the time the financing is procured, if 100% of the Residential Units offered have not been sold, Sponsor shall pay the difference between the amount each Purchaser contributed at each closing and the equity necessary to obtain the financing (this amount represents the contribution that would have been made by Unsold Units); Sponsor shall be reimbursed for this payment at each post-conveyance closing. See Schedule A for the contribution owed for each Unit.

IN THE OPINION OF MONARCH REALTY GROUP, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

SCHEDULE B-1

THE 58 SAINT MARKS PLACE CONDOMINIUM
ESTIMATED UTILITY EXPENSES FOR INDIVIDUAL UNITS
FOR FIRST FULL YEAR OF OPERATION
JANUARY 1, 2022– DECEMBER 31, 2022

The following chart sets forth the estimated annual electric costs for lighting and operating typical electrical appliances in each Unit.

Unit	Estimated Monthly Cost	Estimated Annual Cost	Estimated Annual Consumption (kWh)
101	$94.08	$1,129.00	5820
203	$164.00	$1,968.00	10145
204	$158.25	$1,899.00	9789
205	$93.25	$1,119.00	5769
206	$92.42	$1,109.00	5717
207	$131.33	$1,576.00	8124
208	$92.17	$1,106.00	5702
209	$300.17	$3,602.00	18568
210	$167.83	$2,014.00	10382
212	$367.67	$4,412.00	22743
214	$288.42	$3,461.00	17841
301	$288.33	$3,460.00	17836
303	$164.00	$1,968.00	10145
304	$158.25	$1,899.00	9789
305	$93.25	$1,119.00	5769
306	$92.42	$1,109.00	5717
307	$131.33	$1,576.00	8124
308	$92.17	$1,106.00	5702
309	$301.67	$3,620.00	18660
310	$167.83	$2,014.00	10382
311	$165.00	$1,980.00	10207
312	$367.67	$4,412.00	22743
314	$288.08	$3,457.00	17820
315	$205.50	$2,466.00	12712
401	$275.42	$3,305.00	17037
403	$151.08	$1,813.00	9346
404	$158.25	$1,899.00	9789
405	$93.25	$1,119.00	5769
406	$92.42	$1,109.00	5717
407	$131.33	$1,576.00	8124
408	$92.17	$1,106.00	5702

409	$429.92	$5,159.00	26593
410	$255.83	$3,070.00	15825
411	$339.92	$4,079.00	21026
412	$367.67	$4,412.00	22743
414	$288.08	$3,457.00	17820
415	$205.50	$2,466.00	12712
501	$288.42	$3,461.00	17841
503	$164.00	$1,968.00	10145
504	$158.25	$1,899.00	9789
505	$93.25	$1,119.00	5769
506	$92.42	$1,109.00	5717
507	$131.33	$1,576.00	8124
508	$92.17	$1,106.00	5702
509	$429.92	$5,159.00	26593
510	$255.83	$3,070.00	15825
511	$339.92	$4,079.00	21026
512	$367.67	$4,412.00	22743
514	$288.08	$3,457.00	17820
515	$205.50	$2,466.00	12712
516	$508.17	$6,098.00	31433
601	$288.42	$3,461.00	17841
603	$164.00	$1,968.00	10145
604	$251.00	$3,012.00	15526
605	$161.17	$1,934.00	9970
606	$161.17	$1,934.00	9970
609	$425.58	$5,107.00	26325
610	$255.83	$3,070.00	15825
611	$339.92	$4,079.00	21026
612	$367.67	$4,412.00	22743
614	$288.08	$3,457.00	17820
615	$205.50	$2,466.00	12712
701	$288.42	$3,461.00	17841
703	$164.00	$1,968.00	10145
704	$251.00	$3,012.00	15526
705	$161.17	$1,934.00	9970
706	$161.17	$1,934.00	9970
709	$425.58	$5,107.00	26325
710	$255.83	$3,070.00	15825
711	$339.92	$4,079.00	21026
712	$352.67	$4,232.00	21815
714	$288.08	$3,457.00	17820
715	$205.67	$2,468.00	12722
801	$288.42	$3,461.00	17841

803	$164.00	$1,968.00	10145
804	$251.00	$3,012.00	15526
805	$161.17	$1,934.00	9970
806	$161.17	$1,934.00	9970
809	$451.33	$5,416.00	27918
810	$255.83	$3,070.00	15825
811	$339.92	$4,079.00	21026
812	$367.67	$4,412.00	22743
814	$288.08	$3,457.00	17820
815	$205.67	$2,468.00	12722
901	$316.25	$3,795.00	19562
902	$314.17	$3,770.00	19433
903	$314.83	$3,778.00	19475
909	$422.50	$5,070.00	26135
910	$613.08	$7,357.00	37923
912	$363.42	$4,361.00	22480
914	$288.08	$3,457.00	17820
915	$205.67	$2,468.00	12722
PH 1001	$484.17	$5,810.00	29949
PH 1002	$483.08	$5,797.00	29882
PH 1003	$654.83	$7,858.00	40506
PH 1101	$516.75	$6,201.00	31964
PH 1102	$515.67	$6,188.00	31897
PH 1103	$654.83	$7,858.00	40506
PH 1104	$482.75	$5,793.00	29861
PH 1105	$483.00	$5,796.00	29877
PH 1106	$483.50	$5,802.00	29908
PH 1201	$556.58	$6,679.00	34428
PH 1202	$527.58	$6,331.00	32635
PH 1203	$543.50	$6,522.00	33619
PH 1204	$781.58	$9,379.00	48346

The Community Facility Unit is projected to consume 14,505kWh annually at an estimated cost of $2,930 per year. The Community Facility Unit is projected to consume 95 therms annually at an estimated cost of $116 per year.

The Commercial Unit is projected to consume 159,356kWh annually at an estimated cost of $32,190 per year. The Commercial Unit is projected to consume 7,764 therms annually at an estimated cost of $9,472 per year.

The electric estimate for individual Unit Owners is based on a rate of $0.202 per kWh and the gas estimates for Non-Residential Units is based on a rate of $1.22 per therm. The foregoing estimate is based upon the opinion letter from Ventrop Engineering Consulting Group, PLLC. whose office is located at 365 West 34th Street, 3rd Floor, New Nork, NY 10001; their opinion is

based on their professional expertise and industry standards.

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

In view of the varying costs of energy, it is not possible to predict with certainty whether the estimated figures will reflect the actual cost to be incurred during the First Year of Operations, although it is believed that reasonable provisions for increased costs have been made. The actual cost for electricity will vary depending upon various factors, including the amount of consumption, the rates of the utility company (which fluctuate periodically), and the possibility of changes in the methods of calculating charges by the utility company.

MARANS NEWMAN TSOLIS & NAZINITSKY LLC
29 BROADWAY · SUITE 2400 · NEW YORK, NY 10006 · 212 968-0244

RICHARD D. MARANS, ESQ.
RICHARD M. NEWMAN, ESQ.
STEPHANIE TSOLIS, ESQ.
JASON NAZINITSKY, ESQ.
CATHERINE LEE, ESQ.
JONATHAN PIVOVAROV, ESQ.
STEPHANIE MCPEAKE, ESQ.

COMPLIANCE WITH REAL PROPERTY LAW §339-i

August 5, 2020

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005

Re: The 58 Saint Marks Place Condominium
58 Saint Marks Place, Brooklyn, NY 11217

To Whom It May Concern:

All capitalized items not otherwise defined herein shall have the same meanings ascribed to them in the Offering Plan for the captioned Condominium.

This firm has over twenty years' experience in the practice of real estate law and has no beneficial interest in Sponsor or the profitability of the above referenced Condominium project.

The Sponsor has requested our opinion on whether the method used to determine the undivided percentage of common interest of each Unit in the Common Elements in the above referenced Condominium complies with Real Property Law §339-i ("§339-i").

In connection with this opinion, we have reviewed Schedule A, the Declaration and the Floor Plans and have assumed the statements and information contained therein are correct and accurate. We have not reviewed or verified the calculations of floor areas used in determining the sizes of the Units.

We have been advised that the Common Interests of each Unit have been allocated based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. This method of allocation is in accordance with §339-i(1)(iv) of the New York State Real Property Law. The aggregate Common Interests of all Units equal one hundred percent (100%). We have evaluated the allocation of Common Interests between the Units made by the Sponsor based on the foregoing

factors and it is our opinion that the allocation of Common Interests is consistent with §339-i(1)(iv).

This opinion is confined to the matters addressed herein with respect to §339-i and is not intended, nor should it be construed, as an opinion on any other aspects of the Condominium. Further, we assume no obligation to update or supplement this opinion to reflect any changes in statutory law or judicial precedent, or any changes in fact or circumstances that may hereafter come to our attention pertaining to the subject matter hereof. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will Sponsor, Marans Newman Tsolis & Nazinitsky LLC, Selling Agent, Managing Agent or the Board of Managers be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in §339-i or other applicable Law

We consent to the submission of this opinion to the New York State Department of Law in connection with the Offering Plan for the subject condominium conversion and to the reference to our name therein in connection with this opinion.

MARANS NEWMAN TSOLIS & NAZINITSKY LLC



By: _____
Richard Marans, Member

NON-RESIDENTIAL UNITS

The Building contains two Non-Residential Units: one (1) Commercial Unit and one (1) Community Facility Unit. The one (1) Commercial Unit contains six separate storefronts Subject to compliance with all laws, including, without limitation, the Certificate of Occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the By-Laws, the Commercial Unit and Community Facility Unit may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purposes. Examples of commercial uses include, but are not limited to, a retail store, pharmacy, school, laundromat, and bank. Examples of community facility uses include, but are not limited to, a school, religious institution, library, medical center, day care, non-commercial recreation centers, non-commercial art gallery, and a museum.

The following uses are prohibited for any Unit; any use that in the reasonable judgment of the Board of Managers would impair or threaten the structural integrity of the Building or the life, health, safety, protection, or security of Unit Owners, tenants, or occupants of Units; any use that violates applicable laws; any use that results in, or in the reasonable judgment of the Board of Managers would result in, the cancellation or notice of cancellation of insurance maintained by the Board of Managers; any use that increases, or in the reasonable judgment of the Board of Managers would increase, the rate of insurance for the Property above the rate in effect at the date of recording the Declaration, unless the Unit Owner reasonable for such increase pays the additional premium therefor as a specially allocated expense; any use inconsistent with or in violation of its permitted use or in the reasonable judgment of the Board of Managers is an unreasonable and substantial annoyance or nuisance to a Unit Owner or tenant of a Unit or an unreasonable, substantial, and repeated interference with the peaceful possession or proper use and enjoyment of another Unit or the Common Elements for their intended or permitted purposes as stated in the Declaration and By-Laws; any use of the Common Elements causing or comprising waste; any use involving the storage, purchase, sale, disposal, or release or other disposition of any hazardous, toxic, or radioactive material, matter, substance, or waste that is or becomes regulated under applicable law (unless the products are properly used and stored in accordance with applicable law); any use of a Unit or any portion thereof by any international organization, unless such international organization waives its sovereign or diplomatic immunity in conformity with the terms of the Declaration; any change in use that would require a new or amended Certificate of Occupancy that would affect the permitted use of another Unit; or any of the following uses:

- an establishment of any type or nature which uses any portion of a Unit (i) to sell, afford, or permit on premises sexual stimulation or sexual liaisons; (ii) to permit or present obscene, nude, or semi-nude performances, modeling, or sexual services, (iii) to sell or display “rubber goods” or other sexual or erotic products not commonly found in national chain pharmacies; or (iv) to sell, display, rent, or permit the viewing of “X” rated videos, photographs, books, products, or other material
- a facility for the sale of paraphernalia for the use of illicit drugs or controlled substances not commonly found in national chain pharmacies
- an office, clinic, or other facility for drug rehabilitation or treatment center
- a military recruitment office
- a homeless shelter, soup kitchen, or similar use
- any form of spiritualist services, such as a gypsy, fortune teller, palm reader, or card

reader
- a laboratory or facility which creates or handles medical or toxic waste
- a funeral parlor, chapel, or facility for the sale or display of tombstones or monuments or other death-related business, including cremation or euthanasia
- a labor union
- a messenger service
- a warehousing or storage facility
- a dry cleaning or other laundry facility or any business that uses toxic chemicals in the normal course of business
- a dating or escort service
- an office or other facility for any local, state, or federal governmental agency
- any use of "barkers" or other similar outdoor solicitation
- a pawn shop
- an off-track betting parlor
- the sale or grooming of pets
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like
- a massage parlor

The Common Charges payable by Non-Residential Unit Owners shall be sufficient to cover the expenses attributable to said Units. Expenses will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. §339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and apportion common expenses among Residential and Non-Residential Units "based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners", if so authorized by the Declaration and By-Laws. Article 14 of the Condominium Declaration and Article 9 of the By-Laws, set forth in Part II of this Plan, authorizes the Board of Managers to allocate the costs of operating the Condominium among the Residential and Non-Residential Unit Owners pursuant to the allocations set forth in the Budget for the Condominium's First Year of Operation. If any category of Unit Owner contends that any method of allocation determined by the Board of Managers is inequitable, the dispute may be submitted to arbitration as provided in the By-Laws. Since the Non-Residential Unit Owner is responsible for all internal repairs and maintenance, heavier wear and tear attributable to commercial use of the Non-Residential Unit shall not impact the budget for the Condominium. Any increase in expenses for services provided to the Residential Units, but which are not utilized by the Non-Residential Units, or services which are provided to the Non-Residential Unit, but which are not utilized by the Residential Units, shall not impact the Common Charges payable by the Non-Residential Unit Owner or by the Residential Unit Owners, nor shall such increases be passed along as an assessment or surcharge to either party. If the Board of Managers incurs any increase in insurance premiums as a direct result of an increase in insurance risk resulting from any special use of the Non-Residential Unit, such Unit Owner shall bear the cost of any such increase in insurance premiums over the premiums that would be charged but for the extra insurance risk due to the use of such Unit.

A Non-Residential Unit Owner has certain special rights under the Declaration; it is not anticipated that such differences in rights and obligations will have a materially adverse impact upon the Condominium. Except to the extent inconsistent with the By-Laws or prohibited by law,

and unless there shall be a material adverse effect on the Residential Unit Owners, a Non-Residential Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon their Non-Residential Unit; (2) change the layout or number of rooms in the Non-Residential Unit from time to time; (3) change the Non-Residential Unit, by subdividing the same, into any desired number of Units, combining any Units resulting from a subdivision, altering the boundary walls between the Non-Residential Unit, or otherwise; (4) designate all or part of a Non-Residential Unit as a newly created Non-Residential Common Element; (5) reapportion among the newly created Non-Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which 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; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the original Non-Residential Unit; and (6) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of the Non-Residential Unit Owner) to provide that such Non-Residential Unit may be used for any purpose which is lawful at the time that such amendment is made.

The Board of Managers and the Residential Unit Owners will not have any right to restrict or limit any lawful use of a Non-Residential Unit. No representation or warranty is made as to who the owner or tenants of the Unit may be at any time, or as to the uses to which such Unit may be put at any time. See the By-Laws for restrictions of use of the Non-Residential Units. The Sponsor-Controlled Board shall not be permitted to amend the By-Laws to permit any of the currently impermissible uses of the Non-Residential Units.

In addition, a Non-Residential Unit Owner will have an easement through and along all of the General Common Elements and Residential Common Elements to install, maintain, operate, repair and replace any and all cables, conduits, wires, apparatus and equipment as may be required in connection with telecommunications and the general operation of the Non-Residential Unit and similar equipment. Any utility, cable TV or similar company that is entitled by law to install equipment in such portion of the Common Elements shall have an easement through the Non-Residential Unit in such manner as shall be reasonably determined by the Condominium Board. Each of the foregoing easements shall be exercised in such manner as to not unreasonably disrupt the use by other Unit Owners of their respective Units. However, it is Sponsor's opinion that the foregoing rights in favor of the Non-Residential Unit Owner will not have a material adverse impact upon the Condominium.

Sponsor will transfer title of the Community Facility Unit to the Condominium without compensation and in accordance with 339-x of the Condominium Act (which states, in part, that a Unit may be conveyed to the board of managers of the condominium on behalf of all other Unit Owners, and transferor unit owner is exempt itself from common charges thereafter accruing, which the Condominium is now responsible for) and Article 15 of the Declaration as set forth in Part II of the Plan within thirty (30) days of the First Unit Closing. Upon transfer, the Board of Managers becomes the Unit Owner of the Community Facility Unit on behalf of the Condominium.

While the Board of Managers owns the Community Facility Unit on behalf of the Unit Owners of the Condominium, including during and after the Sponsor Control Period, which is a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Unit Purchasers; or (b) three (3) years after the date the first Unit has been conveyed to a Unit Purchaser, the Board of Managers will be responsible for any expenses attributable to the Community Facility Unit such as taxes, Common Charges, or utilities. The Board of Managers will assess Common Charges to Unit Owners to pay for these expenses. Expenses attributed to the Community Facility Unit are budgeted for, along with the resident manager's Unit that will also be owned by the Condominium; see Schedule B footnote 12.

The Board of Managers will make decisions regarding the permitted use of the Community Facility Unit, whether it will be rented, subdivided, who would be a potential tenant, and whether the Unit should be sold. The Board of Managers will own the Community Facility Unit and use or dispose of it as the Board of Managers deems fit and in accordance with any applicable law. While the Condominium owns the Community Facility Unit, any rental income or sales proceeds will go to the Board of Managers on behalf of the Condominium; the Board of Managers, both during and after the Sponsor Control Period has a fiduciary duty to act in the best interests of the Condominium and the Unit Owners. The Board of Managers may allocate rental income or sales proceeds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges. If the Board of Managers sells the Community Facility Unit, the new Community Facility Unit Owner will be responsible for any expenses attributable to the Community Facility Unit such as taxes, Common Charges, or utilities.

ICAP

The Industrial Commercial Abatement Program ("ICAP") is a tax abatement program covering nonresidential construction projects located in the City of New York. It is designed as a tax incentive to encourage construction or rehabilitation of commercial properties. Buildings (and nonresidential condominium units) such as parking garages, retail buildings, community facility, shopping centers, office building, factories, hotels and warehouses are among the eligible type of properties, although they each receive different benefit amounts depending upon the location and use. The ICAP program has replaced the previous nonresidential tax incentive program known as the Industrial and Commercial Incentive Program (ICIP). ICIP granted tax exemptions based on the increase in assessed value resulting from new construction or renovation, the ICAP program grants tax abatements based on the increase in real estate taxes resulting from new construction or renovation.

Provided the technical requirements of the ICAP law are satisfied as implemented and interpreted by the New York City Department of Finance, the property is entitled to the tax abatement as-of-right and the New York City Department of Finance does not have discretion with which to deny the tax abatement. In order to be eligible for the Industrial Commercial Abatement Program, a preliminary application for such tax benefits must be filed prior to commencement of construction. A preliminary ICAP application and building permits must be filed timely. The current ICAP law covers eligible work commenced prior to March l, 2022. In addition to filing the preliminary ICAP application prior to the issuance of the building permit and commencement of construction, a final application for ICAP tax benefits must be submitted to the Department of Finance within one year after the initial permit is issued by the Department of Buildings.

Applicants for the ICAP program must make a minimum required expenditure equal to at least 30% of the taxable assessed value of the property no later than four years from the date the building permit was first issued or from the start of construction if no permit is required. In addition to timely filing a preliminary application and meeting the minimum required expenditure, the law also requires that the annual real property income and expense statement be filed with the New York Department of Finance, a report of all current construction be filed with the Department of Finance on a semiannual basis and a final application for ICAP benefits be filed within one year after the date the first building permit was issued for construction work. Once the ICAP application has been approved, there is a requirement to file a bi-annual Certificate of Continuing Use with the Department of Finance certifying as to the current use of the property and other miscellaneous information. In addition to the filings with the Department of Finance, there are also additional filing requirements with the New York City Department of Small Business Services. The filing with the Department of Small Business Services is predominately a paperwork requirement but also requires an outreach to minority and women contractors.

The ICAP tax benefit is an abatement of real estate taxes by the amount by which the post completion real estate tax on a building exceeds 115% of the preconstruction tax. Therefore, the ICAP tax benefit does not eliminate real estate taxes, it only results in a partial, but nevertheless substantial, abatement of the real estate taxes. The ICAP law does not provide any benefits during the construction period. The preconstruction and post construction taxes are both calculated utilizing the tax rate from the preconstruction year. The ICAP benefit in this area is set for 15 years, with 100% of the increase in assessed value that exceeds 115% of the prior assessed value multiplied by the prior tax rate used to determine the extent of the ICAP benefit. This 100% amount last for eleven years and then phases out starting in the twelfth year of the ICAP benefit at a rate of 80%-60%-40%-20% of the original benefit in the final four years. The benefit is slightly different if the designated area contains retail footage. ICAP tax benefits commence in the first tax year that occurs after the tax status date that immediately follows completion of construction.

CHANGES IN PRICES AND UNITS

Changes in Prices

The Units will be offered at the prices set forth in Schedule A. Offering prices may be changed by a duly filed amendment to the Offering Plan when the change in price is an across-the-board increase or decrease affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. However, prices and specified terms of sale may be negotiated on an individual basis and Sponsor may enter into an agreement with a Purchaser to sell one or more Units at lower prices than those set forth in Schedule A, provided that in the case of a price increase to an individual Purchaser an amendment containing the new price will be submitted to the Department of Law prior to a contract being entered into at a higher price. In the case of an individual price decrease, no amendment shall be necessary for the price to be effective. If an amendment whose sole purpose is to effect a change in price is submitted to the Department of Law for filing, and no prior amendment has been submitted to but not yet filed by the Department of Law, the amendment shall be deemed filed when submitted.

Changes in Units

Site conditions may cause variations in walls, ceilings, heights and other dimensions from those included in the Floor Plans or otherwise described in this Offering Plan. If the layout and dimensions of a Unit does not materially deviate from the Plans and Specifications, subject to Sponsor's right to make changes necessitated by site conditions, a Purchaser will not be excused from purchasing the Unit for such reason and will not have any claim against Sponsor as a result of such non-material deviation. A decrease in a unit’s area of 5% or less may not trigger Purchaser’s right to consent unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. Sponsor will have no liability to any Purchaser nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for Purchaser's Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of an immaterial inaccuracy or error in the Floor Plans.

In order to meet the possible varying demand for number and type of Units, or to meet the particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right at any time, both before and after recording the Declaration and without the consent of Purchasers, Unit Owners or the Board of Managers, with respect to Unsold Units, to (i) change or reverse the layout of any Unsold Unit and make adjustments in interior dimensions of Unsold Units, (ii) change the number of rooms in any Unsold Unit, (iii) change the size and/or number of Unsold Units by subdividing one or more such Unsold Units into two or more separate Unsold Units, combining separate Unsold Units into one or more Unsold Units, altering boundary walls of Unsold Units, or otherwise, including, without limitation, incorporating any wall, hallway or portion thereof, space, or other area abutting Unsold Units into one or more Unsold Units or otherwise, and (iv) if appropriate, reapportion the Common Interest among the Unsold Units affected by such change.

In the event Sponsor changes the size and/or number of Units, Sponsor shall increase or decrease the Common Interests appurtenant to such affected Units accordingly; however, the aggregate amount of the Common Interests of all of the Units shall remain at 100%. As a result of such a reapportionment of Common Interests of affected Units, the amount of the Common

Charges and the real estate taxes and assessments payable by the Owners of such affected Units will be increased or decreased in direct proportion to changes made to Common Interests. However, the amount of the Common Charges and real estate taxes and assessments payable by the Owners of Units unaffected by these changes and for whom there has been no change in Common Interest will not be varied. Common Interest need not be reapportioned if a portion of the public hallway is incorporated into a Unit or Units as described above.

No change will be made in the size or number of Units and/or their respective percentages of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Offering Plan and, when applicable, to the Declaration. Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default. Unless all Purchasers not in default consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements. There is a rebuttable presumption that a change in the location of appliances, equipment, and fixtures is not material.

Notwithstanding anything in this Offering Plan to the contrary, if Sponsor must make material changes to size, dimension, Common Interest, floor space or layout of Units or to size, dimension, layout, quantity or quality of Common Elements, due to site conditions, governmental requirements or other unforeseen circumstances beyond Sponsor's control, and after Sponsor has exhausted all reasonable alternatives to avoid any such material changes and it has been reasonably determined that there are no reasonable options to maintain such size, dimension, common interests, floor space or layout of Units or the size, dimension, layout, quantity or quality of Common Elements disclosed in the Offering Plan, Sponsor will amend the Offering Plan accordingly to disclose the changes. Any Purchaser under contract to purchase a Unit whose purchase would be materially and adversely affected by such changes, will be given the right to rescind the Purchase Agreement and at least fifteen (15) days within which to exercise this right, and if rescission is exercised, will receive back the Deposit made thereunder together with any interest earned thereon.

The provisions of the Declaration concerning combination and/or partitioning of any Unit by the Sponsor or Successor Sponsor may not be modified or deleted by amendment without the written consent of the same. Sponsor shall have the power to execute any documents on behalf of the Condominium required in connection with any amendment to the Declaration or By-Laws permitted or required above or to any application or other documents required in connection with any such amendment by any administrative agencies asserting jurisdiction there over, including, without limitation, any application or documents required by the Building Department and/or the Real Estate Assessment Bureau in connection with designations of separate tax lots for the affected Units or otherwise. Nonetheless, the Unit Owners not involved in any such change and the Board of Managers shall execute promptly and without charge any documents or applications necessary or convenient in connection with the effectuation of the provisions hereof, and by accepting the deed for their Unit a Unit Owner grants to the Board of Managers an irrevocable power of attorney coupled with an interest to execute, deliver and/or record any amendment to the Declaration and the By-Laws and any and all documents and applications necessary or convenient to effectuate the foregoing. The form of said Power of Attorney is contained in Part II of the Offering Plan. Sponsor and Successor Sponsors may have the rights described herein so long as Sponsor or Successor Sponsor continues to own an Unsold Unit.

INTERIM LEASES

Unsold Units may be leased to Purchasers who have executed a Purchase Agreement for such Unit at any time, both before and after the First Closing. Once a Purchase Agreement is accepted for a vacant Unit, however, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof pursuant to a lease (an "Interim Lease") on the terms set forth in this Section. The form of the Interim Lease is located in Part II of the Offering Plan. Purchasers may be responsible for a $1,000.00 fee for preparation of Interim Lease Agreement.

Interim leases will not be subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, or the New York City Rent Stabilization Code, as such laws are presently in effect. The term of each such Interim Lease shall expire on the earliest to occur of (i) the date of closing of title to the Unit covered by such Interim Lease, (ii) the date fixed in the Interim Lease for the expiration of the term, (iii) the date upon which the Interim Lease is terminated at the option of Sponsor by reason of a default by the Purchaser-tenant under the Interim Lease or a casualty or condemnation affecting the Unit or (iv) the date upon which the Interim Lease is terminated by the Purchaser-tenant or Sponsor as provided below. The rent payable under the Interim Lease shall be negotiated by the parties but shall in no event exceed the maximum legal rent, if any, permitted under Applicable Laws.

In the event a Purchaser takes possession of a Unit prior to Closing pursuant to an Interim Lease, upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after notice thereof, or immediately after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the apartment will terminate, and Purchaser must vacate the Apartment. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due in addition to any liquidated damages due pursuant to the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement. Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. See the "Form of Interim Lease Agreement" set forth in Part II of the Offering Plan.

In the event that the Purchaser-tenant should exercise any right to terminate or rescind the Purchase Agreement or Interim Lease, such termination or rescission will be contingent upon surrendering possession of their Unit and leaving the same vacant, in good condition and broom clean within thirty (30) days after he elects to terminate or rescind. Purchaser must also pay any rent due and payable under their Interim Lease. Nothing contained herein shall relieve any Purchaser of liability for damage to their Unit or of any other liability under the Purchase Agreement or Interim Lease.

In no event will any portion of the rental paid under an Interim Lease be credited towards the Purchase Price of the Unit subject to the Interim Lease unless such term is negotiated by Sponsor and Purchaser.

If the Offering Plan is abandoned, a Unit occupied pursuant to an Interim Lease shall be subject to the provisions of any Applicable Rent Laws that may be in effect with respect to such Unit at the time of such abandonment.

A person in possession who is not an owner cannot insure the Unit since they have no ownership interest, and the Unit cannot be doubly insured. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by the Condominium's or Sponsor's insurance.

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

Any Interim Lease shall be subordinate to the mortgage held by the Lender.

Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

If there are any inconsistencies between the Interim Lease and the Offering Plan, the terms of the Offering Plan shall govern.

PROCEDURE TO PURCHASE

Offering Plan

This Offering Plan sets forth all the material terms of the offer to sell Units in the Condominium. The Condominium is subject to and will comply with the New York Condominium Act. The Offering Plan may be amended from time to time by amendment duly filed with the New York State Department of Law and served pursuant to 13 NYCRR § 20.1(d). The Offering Plan, including Part II, constitutes the entire offer of the Sponsor. Copies of the Offering Plan and all exhibits submitted to the Department of Law in connection with the filing of this Offering Plan will be available for inspection without charge by prospective Purchasers or their attorneys and copying at a reasonable charge at the Building after the on-site sales office is open and at the office of the selling agent or Sponsor. Copies of the Offering Plan will be available to prospective purchasers for a $200.00 deposit, made payable to Sponsor, in the form of a check; Sponsor shall hold the $200.00 check without depositing it, and shall return the check upon the earlier of (a) the return of the Offering Plan in good condition, such good condition to be determined at the sole discretion of Sponsor; or (b) the Closing of Purchaser's Unit. If such prospective purchaser does not close on a Unit, or Sponsor determined the Offering Plan was not returned in good condition, then the $200.00 check will be deposited by Sponsor and shall not be returned. Copies of the Offering Plan and all exhibits submitted to the Department of Law are also available for inspection, without charge, and copying, at a reasonable fee, at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, NY 10005.

Purchase Agreement

A person desiring to purchase a Unit will be required to execute in duplicate a Purchase Agreement, substantially in the form set forth in Part II of this Offering Plan, and deliver the Purchase Agreement to Sponsor together with a check equal to the sum of ten percent (10%) of the purchase price. Said check shall be drawn to the order of "Marans Newman Tsolis & Nazinitsky LLC, as Escrow Agent." All funds received from Purchasers, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be made payable to or endorsed by Purchaser to the order of Marans Newman Tsolis & Nazinitsky LLC as Escrow Agent. An additional sum of five percent (5%) of the purchase price will be due and payable in the same manner upon the earlier of (i) six (6) months after the date of execution of this Purchase Agreement, or (ii) fifteen (15) days after Sponsor serves Purchaser with written notice of an amendment declaring the Offering Plan effective, but in no event later than the closing of title, subject to collection, provided however, that if the Purchase Agreement is entered into after the Offering Plan has been declared effective, Sponsor reserves the right to require both the initial Deposit and additional Deposit due and payable upon execution of the Purchase Agreement.

Purchasers will be afforded at least three (3) business days to review the Offering Plan and all filed amendments thereto prior to executing a Purchase Agreement. In the event a Purchaser has not had at least three (3) business days to review the Offering Plan and all filed amendments prior to signing and delivering a Purchase Agreement, the Purchaser may rescind within seven (7) days of delivery of an executed Purchase Agreement together with the required Deposit by giving the Sponsor written notice of such rescission by personal delivery (or if sent by mail such notice must be postmarked within the seven-day period).

If the Sponsor elects to accept the Purchase Agreement, one counterpart thereof signed by the Sponsor or a pdf version of the Purchase Agreement signed by Sponsor if the Agreement allows for same, will be returned to the Purchaser or Purchaser's counsel within thirty (30) days of delivery of the same to the Sponsor. If the Purchase Agreement is not accepted by Sponsor by the end of such period it will be deemed rejected. Sponsor may reject any Purchase Agreement, without cause or explanation, so long as such rejection is not based upon race, creed, color, sex, national origin, ancestry, or any other ground proscribed by law. In the event of such rejection, the Purchaser's Deposit will be promptly refunded. The Purchase Agreement will not be binding upon Sponsor until a copy executed by or on behalf of the Sponsor is delivered to the Purchaser or Purchaser's counsel.

The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers within five (5) business days after the amendment abandoning the Offering Plan has been accepted for filing and neither party shall have any further rights or obligations arising thereunder or relating thereto. The relevant escrow trust fund provisions are included in Paragraph 4 of the Purchase Agreement. The Escrow Agent shall execute the Purchase Agreement, solely as to Paragraph 4 of the Purchase Agreement, prior to delivering the Purchase Agreement, fully executed, to Purchaser.

A complete copy of the form of Purchase Agreement is included in Part II of the Offering Plan.

Purchase Agreement is Not a Lien

Neither the Purchase Agreement nor the Deposit or any payment given for special work is a lien against the Property or the Unit. Purchaser may not record the Purchase Agreement and will be in default if Purchaser attempts to record it.

Conflicts between Plan and Purchase Agreement

Any conflict between the Offering Plan and the Purchase Agreement will be resolved in favor of the Offering Plan. However, this shall only be applicable to initial Purchasers who purchase their Unit from Sponsor.

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

Purchaser Financing

The terms and provisions of the Purchase Agreement and Purchaser's obligations thereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof). Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations under the Purchase Agreement. A Purchaser who does not obtain financing may lose the Deposit if they are unable to otherwise raise the monies for the balance of the purchase

price. A Purchaser who requires financing is advised to consult with a lending institution before execution of this Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

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

Purchasers who wish to make the Purchase Agreement contingent on financing must make a prompt application to the Sponsor Designated Lender within three (3) days of the Purchaser receiving the signed counterpart of the Purchase Agreement from Sponsor. Purchasers can choose one of the following three as a Sponsor Designated Lender:

Citizens Bank, John Vlogianitis, NMLS #420544, Johnny.V@citizensbank.com, Cell: 516 410 4583, 125 Park Avenue, 18th floor, New York, NY 10012

Wells Fargo Home Mortgage, Brian Scott Cohen, NMLSR #410025, Brian.Cohen@wellsfargo.com, Tel: 718-780-9132, Website: www.brianscottcohen.com, 475 Atlantic Avenue, Brooklyn, NY 11217

Popular Bank, Phillip Robles, NMLS # 150559, probles@popular.com, Office: (212) 417-6684 Cell: (917) 405-4536

The Federal Savings Bank, Israel Weinstock, NMLS#37270, Direct: 646-668-3950, Cell: 646-261-6121, e-fax: 646-804-6431, iweinstock@thefederalsavingsbank.com

Upon application to the Sponsor Designated Lender, the Sponsor will consent to the financing contingency. The Sponsor Designated Lender requires that at least fifty percent (50%) of units be under contract before it will close a loan, however the Sponsor Designated Lender allows for less than this figure in certain situations for Unit Purchasers. Therefore, Purchasers should note that even if a Purchaser obtains and satisfied all conditions of the financing commitment applicable to the Purchaser, the closing of the loan may be delayed or may not occur if the minimum sales requirements are not satisfied. If the Sponsor Designated Lender does not close a Purchaser's loan for this reason, the Sponsor shall grant to such Purchaser a right of rescission, and Purchaser will be allowed fifteen (15) business days to exercise the right of rescission. Further, the Sponsor has materially complied with the Sponsor Designated Lender's

By-Laws requirements, and a Reserve Fund in the amount of ten percent (10%), or some lesser amount set forth in a reserve study, is required. However, such Reserve Fund may be established through the collection of Common Charges as such Reserve Fund is set forth in the Budget for the Condominium.

A Purchaser of a Unit shall have thirty (30) days after the receipt of a signed counterpart of the Purchase Agreement from Sponsor to obtain a written financing commitment from the Sponsor Designated Lender. If the Purchaser does not receive a written financing commitment from Sponsor Designated Lender within said thirty (30) day period, time shall be of the essence with respect to Purchaser's obligation to notify Sponsor, in writing, within ten (10) business days after the thirty (30) day period to terminate the Purchase Agreement. Sponsor makes no representation as to the availability of any such financing. Purchasers are advised that even if they receive a financing commitment, its term may be limited and it may expire prior to the Unit Closing Date unless extended by the Purchaser. If the financing commitment expires prior the Unit Closing Date and Purchaser has made a good faith effort to extend the commitment, the Sponsor will grant the Purchaser a right of rescission. The Purchaser will be allowed ten (10) business days to exercise the right of rescission. If the Purchaser does not timely exercise this right of rescission then Purchaser shall be deemed to have waived the right to cancel the Purchase Agreement.

If a written commitment is not issued by the Sponsor Designated Lender within the above stated thirty (30) day period, then unless Purchaser has accepted a commitment that does not comply with the requirements set forth in Section 34 of the Purchase Agreement, Purchaser may cancel the Purchase Agreement by giving notice to Sponsor (the "Cancellation Notice") within ten (10) business days after the Commitment Date, TIME BEING OF THE ESSENCE, in which case the Purchase Agreement shall be deemed canceled and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of the Purchase Agreement, except that the Deposit shall be refunded to Purchaser within ten (10) business days thereafter. The cancellation notice shall be accompanied by a copy of any loan refusal letter or non-complying commitment, as the case may be, issued by the Sponsor Designated Lender, if available, or if not available, provided promptly after receipt. If Purchaser fails to give the Cancellation Notice or if Purchaser shall accept a Commitment that does not comply with the requirements set forth in Section 34 of the Purchase Agreement, then Purchaser shall be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive refund of the Deposit by reason of the contingency contained herein. The Sponsor Designated Lender is not affiliated with nor is a Principal of the Sponsor, and Sponsor will not receive any compensation for any commitments issued by the Sponsor Designated Lender. The Sponsor Designated Lender charges prevailing rates and offers prevailing terms.

In the event that the Purchaser uses a lender procured other than through the Sponsor Designated Lender, no financing contingency will apply to the Purchase Agreement. As a result, Purchaser will not have the right to cancel the Purchase Agreement if the Purchaser fails to obtain mortgage financing, or if the Purchaser's existing mortgage financing lapses or is canceled. 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 monies for the balance of the purchase 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.

Balance of Purchase Price and Closing Documents

After the Offering Plan has been declared effective, Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser that the Offering Plan was declared effective on a certain date and setting such Purchaser's Closing Date. Such notice will be served in compliance with the regulations promulgated by the New York State Department of Law no less than thirty (30) days before the date set for the Closing of the Units. Purchasers may waive this thirty (30) day notice provision in a writing addressed to Sponsor.

TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the balance of the purchase price and to pay, perform or observe Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default as defined in the Purchase Agreement, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate the Purchase Agreement. If Sponsor so elects to terminate, the Purchase Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Offering Plan and the Agreement, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THE PURCHASE AGREEMENT OR THE OFFERING PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $2,250.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor, at Closing, interest on the unpaid balance of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, where interest shall be equal to the highest legal rate as of the Closing Date (the current rate is 16% per annum). The following additional charges may apply:

i. $500.00 to Sponsor's attorney if the Closing is not held at Sponsor's attorneys'

offices at the request of Purchaser or Purchaser's lender.

ii. $500.00 to Sponsor for each adjournment of the Closing requested or caused by Purchaser or Purchaser's lender.

iii. $500.00 to Sponsor's attorney if the Closing is held outside New York City at the request of Purchaser or Purchaser's lender.

iv. $1,000.00 to Sponsor's attorney for the preparation of a letter of default.

v. $350.00 to Sponsor's attorney if a Purchaser shall obtain mortgage financing through a lender to defray the additional costs associated therewith.

vi. $1,000.00 to Sponsor's attorney for an assignment agreement, if requested by Purchaser and provided Sponsor has consented thereto.

vii. $1,000.00 to Sponsor's attorney for preparation of Interim Lease Agreement.

Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit.

Sponsor must make a written demand for payment after default at least 30 days before forfeiture of the Deposit may be declared.

At the Closing, Purchaser shall be required to sign and deliver a Power of Attorney to the Board of Managers of the Condominium covering the Unit in the form contained in Part II of the Offering Plan and pay certain closing fees, costs and adjustments (see the section "Unit Closing Costs and Adjustments"). Failure to sign and deliver a Power of Attorney will be a default by Purchaser. The Purchaser will also be required to pay the New York State and New York City real property transfer tax returns, mortgage recording taxes and Sponsor's and Purchaser's attorney fees covering the sale of their Unit, any real estate reporting return and statement required by the Internal Revenue Code or the regulations thereunder, all other documents required by law, and all other documents reasonably required by Sponsor or required under Purchaser's Purchase Agreement. The balance of the purchase price is also payable at Closing. This amount shall be paid by wire transfer or a bank, cashier's, or certified check, drawn on or issued by a New York bank, trust company of other New York lending institution which is a member of the New York Clearing House Association, payable to Sponsor (or to any one Sponsor designates or directs in writing).

Default by Purchaser

If a Purchaser defaults in making any payments due under the Purchase Agreement or fails to execute and deliver documents, make the payments described above, or perform any of their other obligations under the Purchase Agreement, then Sponsor may at its option give written notice of default under the Purchase Agreement to Purchaser. If the default is not cured within thirty (30) days after written notice thereof, then the Purchase Agreement shall be deemed terminated and Sponsor shall be entitled to the payment due under the Purchase Agreement and any payments made thereunder including any costs for any special work ordered by Purchaser together with interest earned thereon, if any, as and for liquidated damages. Termination of a Purchase Agreement will permit Sponsor to sell the Unit to others as though the Purchase Agreement had never been made and the Purchaser shall not have any further rights against or obligations to

Sponsor, the Condominium or others purchasing such Unit.

In the event the Sponsor cannot convey title to the Unit by reason other than the default of the Purchaser, all monies deposited by the Purchaser shall be returned to the Purchaser. However, Sponsor may attempt to cure its inability to convey title and if it does so, Sponsor shall be entitled to an adjournment of the Closing Date for six months subject to the rights afforded to Purchasers under applicable law and the provisions of the Offering Plan.

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 their legal or financial representative before being executed. Purchasers should be aware that if any conflict exists between the Offering Plan and the Purchase Agreement, the provisions of the Offering Plan shall in all events control; however, this shall only apply to initial Purchasers who purchase a Unit from Sponsor. The terms of sale and other provisions of an actual Purchase Agreement entered into between Sponsor and any Purchaser may vary from the provisions contained in the form of Purchase Agreement contained in Part II of the Offering Plan due to individual negotiations. However, such variations shall have no effect on the provisions of any other Purchase Agreement theretofore or thereafter entered into between Sponsor and any other Purchaser nor shall such variations contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under article 23-A of the General Business Law.

No Representations

Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, 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, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Offering Plan specifically represented; Purchaser has relied solely on their own judgment and investigation in deciding to enter into the Purchase Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of the Purchase Agreement. Purchaser shall not be relieved of any of Purchaser's obligations under the Purchase Agreement, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in this Offering Plan. A decrease in a unit’s area of 5% or less may not trigger Purchaser’s right to consent unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. The provisions of this paragraph shall survive the closing of title or the termination of the Purchase Agreement.

Costs of Enforcing and Defending Agreement.

If Sponsor prevails, Purchaser shall be obligated to reimburse Sponsor for any reasonable legal fees and disbursements incurred by Sponsor, as determined by a court of law, in successfully defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. If Purchaser prevails, Purchaser will not be reimbursed for any legal fees or disbursements incurred by Purchaser in successfully defending Purchaser's rights under the Purchase Agreement or otherwise enforcing Sponsor's obligations thereunder. These provisions shall survive closing of title or the termination of the Purchase Agreement.

Waiver of Jury Trial

Except as prohibited by law, Purchasers expressly waive trial by jury in any litigation arising out of, connected with, or relating to the Purchase Agreement or the relationship created in the Offering Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this paragraph shall survive closing of title or the termination of the Purchase Agreement.

Waiver of Diplomatic or Sovereign Immunity.

Purchaser waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to the Purchase Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

The Escrow Agent

The law firm of Marans Newman Tsolis & Nazinitsky LLC, with an address at 29 Broadway, Suite 2400, New York, New York 10006, telephone number 212-968-0244, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser for Unit 516 and Units on floors 6 through 12. Escrow Agent has designated the following attorneys to serve as signatories: Richard Marans, Richard Newman, and Stavroula Tsolis. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The law firm of Betesh & Associates, PLLC, with an address at 271 Madison Avenue, Suite 401, New York, NY 10016, telephone number 646-867-6330, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser for Units on floors 1 through 5, except Unit 516. Escrow Agent has designated the following attorneys to serve as signatories: Shimon Betesh. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account

Purchasers are advised that all Deposits will be held in one of two escrow accounts maintained at Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017 (each account individually is the "Escrow Account"). Deposits for Units on floors 1 through 5, except Unit 516, will be held in an escrow account maintained by Betesh & Associates, PLLC as Escrow Agent. Deposits for Unit 516 and Units on floors 6 through 12 will be held in an escrow account maintained by Marans Newman Tsolis & Nazinitsky LLC, as Escrow Agent. The escrow account is The 58 Saint Marks Place Condominium Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Purchasers making Deposits in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of this amount. Purchasers are also advised that if Purchasers have an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, the Deposit shall remain in a non-interest-bearing account and may not be federally insured even if the Deposit does not exceed $250,000. No representation is made with respect to any further changes in law concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information.

Before funds are transferred to any new escrow account, or if the escrow agent is replaced, the Offering Plan must be amended to provide the same full disclosure with respect to any new account, the escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for any escrow account only after the Department of Law approves in writing the use of such alternate form of security.

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 Marans Newman Tsolis & Nazinitsky LLC, 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. Advances made for upgrades, extras, or custom work remains the Purchaser's money until used in commission of the requested work. If the Offering Plan is abandoned, all Purchase Agreements will be cancelled and all Deposits, including advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, together with any interest earned, will be refunded within five (5) business days after the amendment abandoning the Offering Plan has been accepted for filing.

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

Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

A complete copy of the Purchase Agreement is located in Part II of the Offering Plan. The relevant escrow trust fund provisions are included in Section 4 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser

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

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, Purchaser 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, 28 Liberty Street, 21st Floor, New York, NY 10005. 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.

Before funds are transferred to any new escrow account, or if the escrow agent is replaced, the Offering Plan must be amended to provide the same full disclosure with respect to any new account, the escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for any escrow account only after the Department of Law approves in writing the use of such alternate form of security.

Release of Funds

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Advances made for upgrades, extras, or custom work remains the Purchaser's money until used to execute the requested work. In the event a rescission right is exercised, all Deposits

and advances not used to execute the requested work will be released in accordance with the terms below. In the event the Offering Plan is abandoned, all Deposits and advances will be released in accordance with the terms below.

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

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations. The Escrow Agent shall maintain all records concerning any escrow account for seven years after release of the funds. Upon the dissolution of any law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

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. However, this shall only apply to initial Purchasers who purchase their Unit from Sponsor.

Trust Obligation of Sponsor

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL §352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the Offering Plan does not relieve Sponsor of its obligations pursuant to GBL §352-h. Funds from any escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

Lawsuits

Any lawsuit arising out of the Purchase Agreement shall be governed by the internal laws of the State of New York, shall be brought in county where the Building is located and shall be determined by the judge presiding at the trial without a jury (which the parties waive).

Risk of Loss and Restoration after Casualty

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium’s or Sponsor’s insurance.

In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the balance of the purchase price may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

Lien Law

Section 71-a(3) of the Lien Law provides protections for Purchasers where the contract of sale by its terms provides for or is incidental to a contract providing for the construction of the subject building, or where a Deposit pursuant to a contract of sale is not deposited or kept in an escrow account as mandated by law. Sponsor will not use any Deposit towards the construction of the Building and will deposit and maintain all Deposits in the Escrow Account as described above in this Procedure to Purchase section, and therefore be in compliance with Section 71a(3) of the Lien Law and any other provision of law applicable to Purchasers' Deposits.

Delay in First Closing

Sponsor anticipates that the first closing of a Unit will occur by January 1, 2022. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Unit; or (ii) the projected date of closing of title to the first Unit occurs later than December 31, 2022, twelve (12) months after the projected date for the first closing. If the Offering Plan is amended to provide for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date. Purchasers should note that even if the first closing occurs on or before January 1, 2022 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into) or within the twelve month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In such case, provided that Sponsor is diligently pursing completion of construction and the issuance of a Certificate of Occupancy and is otherwise in compliance with its obligations under the Offering Plan, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

The First Year of Operations is estimated to be January 1, 2022 through December 31, 2022. It is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Closing may occur sooner or later than the projected First Year of Operations and closings to certain Residential

Units may occur substantially before or after closing for other Residential Units. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by twenty-five percent (25%) or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to rescind their Purchase Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned, together with interest earned thereon.

FinCEN Geographic Targeting Order

Pursuant to the Geographic Targeting Order issued by the Director of the Financial Crimes Enforcement Network, title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Geographic Targeting Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan and Staten Island; (3) the total purchase price is in excess of Three Hundred Thousand Dollars ($300,000.00); (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, a funds transfer, or virtual currency. This affects all residential real property closings meeting the above criteria and occurring on or after May 10, 2020 for so long as the Geographic Targeting Order remains in effect. The Geographic Targeting Order expires on November 5, 2020 and is expected to be renewed on similar terms upon expiration. A copy of the Order is available here:

https://www.fincen.gov/sites/default/files/shared/Real%20Estate%20GTO%20GENERIC_111518_FINAL.pdf

Any conflict between the Offering Plan and the Purchase Agreement will be resolved according to the terms of the Offering Plan. However, this shall only apply to initial Purchasers who purchase their Unit from Sponsor.

ASSIGNMENT OF PURCHASE AGREEMENTS

Purchaser may not assign the Purchase Agreement without first obtaining the prior written consent of Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute discretion. If a Purchaser desires to assign its rights under the Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in the Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000.00 made payable to Marans Newman Tsolis & Nazinitsky LLC (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's Closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the Closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to terminate the Purchase Agreement or excuse Purchaser from any of its obligations under the Purchase Agreement or give rise to any claim for damages against Sponsor. Any purported assignment by Purchaser in violation of this Section shall be a default by Purchaser; entitling Sponsor to the default remedies set forth in the section of the Offering Plan "Procedure to Purchase," and shall be voidable at the option of Sponsor.

Notwithstanding the provision above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under the Purchase Agreement to a "Purchaser Affiliate" or to member(s) of Purchaser's "Immediate Family Members", provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in herein. For purposes of this provision: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing is controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parent, grandparent, brothers or sisters, stepchildren and/or stepparent; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

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

EFFECTIVE DATE

Sponsor's offer to sell the Units is contingent upon the Offering Plan being declared effective and compliance with the relevant conditions and time periods set forth in the Offering Plan.

The Offering Plan may be declared effective by (i) an amendment to the Offering Plan or (ii) by personal service of notice on every Purchaser or by commencement of service by mail in the manner required by 13 NYCRR Section 20.1 (d) stating that the Offering Plan is declared effective and submitting an amendment conforming to Section 20.5 (e) to the Department of Law within five (5) days confirming that the Offering Plan was declared effective on a specified date. Closing of the first Unit shall not occur until the Offering Plan is declared effective and the amendment declaring the Offering Plan effective is accepted for filing by the Department of Law.

The Offering Plan may not be declared effective until bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Units offered under the Offering Plan. Sixteen (16) Residential Units satisfy the fifteen percent (15%) threshold.

The Offering Plan will not be declared effective based on (i) Purchase Agreements signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) Purchase Agreements where the Purchaser was not afforded the seven (7) days period to rescind the Purchase Agreement or the three (3) business day period to review the Offering Plan and all filed amendments in accordance with the provisions set forth above in the section of the Offering Plan "Procedure to Purchase"; or (iii) Purchase Agreements with any Purchaser who is the Sponsor, the selling agent, the managing agent or is a principal of the Sponsor, the selling agent, the managing agent or is related to the Sponsor, the selling agent, the managing agent or to any principal of the Sponsor or the managing agent by blood, marriage or adoption or as a business associate, an employee, a member, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

The Offering Plan must be declared effective when Purchase Agreements are executed and accepted by Sponsor for eighty percent (80%) or more of the Units offered under the Offering Plan. Eighty Five (85) Residential Units meets or exceeds the eighty percent (80%) threshold.

Notwithstanding the fact that not all Purchasers used for purposes of declaring the Offering Plan effective may actually close, Sponsor will re-declare the Offering Plan effective if all Purchase Agreements are either rescinded or terminated prior to the date of the First Closing, regardless of whether the Declaration has been recorded.

The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto.

The Offering Plan may be abandoned by Sponsor, at its sole option, at any time before it is declared effective. If the Offering Plan is to be abandoned after filing and the Sponsor has

accepted Purchase Agreements, the Sponsor shall promptly submit an amendment to the Department of Law together with form RS-3 as promulgated by the Department of Law. If payments under Purchase Agreements have been received, the amount of such funds shall be returned to the Purchasers by the Escrow Agent within five (5) business days after the amendment abandoning the Offering Plan has been accepted for filing. If there are no outstanding Purchase Agreements, the Sponsor need not submit an amendment but shall submit a form RS-3 to the Department of Law.

Once the Offering Plan has been declared effective or executed Purchase Agreements for eighty percent (80%) of the Units have been executed and accepted by Sponsor, the Offering Plan may not be abandoned unless one of the following events occur:

(i) There is a title defect which cannot be cured without litigation or cannot be cured for less than a stated amount which shall not be less than one-half (1/2) of one percent (1%) of the total offering amount;

(ii) Substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than a stated amount which shall not be less than one-half (1/2) of one percent (1%) of the total offering amount; or

(iii) The taking of any material portion of the Property by condemnation or eminent domain. In calculating such amount Sponsor shall not include attorney's fees or title defects or determinations of any authority or regulatory association existing on the date of presentation of the Offering Plan and are either known to the Sponsor or are a matter of public record.

TERMS OF SALE

The terms "Closing of Title" or "Closing" as used herein means the transfer of ownership of a Condominium Unit from Sponsor to the Purchaser(s) thereof.

The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto.

Once the Offering Plan has been declared effective, the Sponsor will fix the dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the First Closing and setting such Purchaser's Closing Date. Such notice will be served no less than thirty (30) days before the date set for the Closing of each Unit.

At Closing, Sponsor will execute and deliver to each Purchaser a bargain and sale deed with covenant against grantor's acts substantially in the form set forth in Part II of the Offering Plan and in proper form for recording. Each Unit and its appurtenant Common Interest will be conveyed free and clear of all liens, encumbrances and title exceptions other than those described below and the proposed Unit Deed contained in Part II of the Offering Plan.

Permitted Exceptions

Title to each Unit will be subject to the following exceptions (the "Permitted Exceptions"):

1. Rights of tenants or persons in possession, if any;

2. Standard exceptions contained in the title report;

3. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.

4. The following form title exceptions:

   AS TO THE BUILDING: Any statement of facts which a subsequent survey of would disclose provided that such additional statement of facts do not render title unmarketable;

   AS TO THE UNIT: With respect to Condominium Unit No. ___ the title to which is to be insured herein, policy excepts any state of facts which an accurate survey would disclose. Policy insures, however, that any encroachment of the Unit onto other Units or onto any part of the common elements may remain undisturbed as long as the Unit insured hereunder exists.

5. Covenants, conditions, easements, leases, agreements of record, etc., more fully set forth herein:

A. None.

6. Each Unit will be split and released from the following Mortgages that encumber the Property:

Between 4TH AVENUE DEVELOPMENT OWNER LLC as Mortgagor and Bank Leumi USA as Mortgagee dated 06/26/2018 and recorded 07/03/2018 in CRFN 2018000220601 in the amount of $24,750,000.00.

7. The following collateral Assignments of Leases and Rents affect the property:

Between 4TH AVENUE DEVELOPMENT OWNER LLC and Bank Leumi USA dated 06/26/2018 and recorded 07/03/2018 in CRFN 2018000220602 in the amount of $24,750,000.00.

8. The following UCC-1 Financing Statements affect the property:

None.

Purchasers are urged to review the title report they receive prior to Closing with their attorney to properly understand all exceptions to title that may be included in such report.

A Closing will take place only after the issuance of a temporary or final Certificate of Occupancy for the entire project or, issuance of a partial, temporary or final Certificate of Occupancy for the Unit closed or the building in which the Unit is located

At least one week (but not more than one month) prior to the Closing, Purchasers shall be given an opportunity to inspect the Unit prior to Closing. Punchlist items to be completed in the Unit pursuant to the Offering Plan and/or the Purchase Agreement shall be itemized on an "Inspection Statement," a form of which is contained in Part II of the Offering Plan, signed by both Sponsor and Purchaser. The Inspection Statement merely serves to identify and memorialize any conditions the Purchaser believes to be material. Sponsor's refusal to sign the Inspection Statement due to a disagreement with the items on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law. Nevertheless, Sponsor has the absolute obligation to design and build in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes, and otherwise fulfill its obligations under the Offering Plan or Purchase Agreement; Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligations under the Offering Plan or Purchase Agreement.

Sponsor shall be obligated to complete the items agreed to on the Inspection Statement within a reasonable time after Closing. However, if Sponsor agrees in writing to complete any items on the Inspection Statement prior to Closing, Purchaser must re-inspect the Unit on the day prior to Closing to inspect and sign off on all items Sponsor agreed to complete. No open items of work will be discussed at the Closing itself. With the exception of items Sponsor agrees in writing to complete prior to the Closing, Sponsor's failure to complete any of the items listed on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law.

Notwithstanding anything to the contrary set forth above, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following immaterial conditions:

- any condition resulting from normal wear and tear or natural deterioration from the normal movement, settlement and shrinkage or expansion of the Residential Units or the Building generally and/or building materials;
- partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;
- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;
- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;
- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;
- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other immaterial conditions in each of the following: windows, window glass, frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower

doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;

- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or slight floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;
- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;
- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;
- any other minor imperfection or immaterial condition, except as expressly warranted pursuant to this Offering Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties Sponsor has provided in accordance with the terms of the Offering Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect.

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

The Declaration, By-Laws and Floor Plans for the Condominium and such other documents, as required by law, will be recorded or filed (as the case may be) in the New York City Register prior to the first conveyance of title to a Unit in accordance with the New York Condominium Act and any other applicable State and local law.

In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the

originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor, at Closing, interest on the unpaid balance of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, where interest shall be equal to the highest legal rate as of the Closing Date (the current rate is 16% per annum); and (iii) Purchaser shall pay Sponsor's counsel $500.00 for each adjournment requested or caused by Purchaser or Purchaser's lender. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit.

In the event of a default by Purchaser in Purchaser's obligations under the Purchase Agreement, not cured within any applicable grace period, the Deposit and any interest thereon may be retained by Sponsor as liquidated damages. Sponsor must make a written demand for payment after default at least 30 days before forfeiture of the deposit may be declared.

Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential unit is currently one percent (1%) of the Consideration if such Consideration is $500,000.00 or less, and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit under $3,000,000 is currently $2.00 for every $500.00 or part thereof (.4%) of the Consideration. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit over $3,000,000 is currently $3.25 for every $500.00 or part thereof (.65%) of the Consideration. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the transfer taxes payable:

(i) Add the rates for RPT and NYS Tax. The result will be "Total Tax Rate"
(ii) Divide Consideration by 1 minus Total Tax Rate. The result will be "Total Consideration"
(iii) To compute RPT due, multiply Total Consideration by the RPT rate
(iv) To compute NYS Tax due, multiply Total Consideration by NYS Tax rate

At Closing, each Purchaser will execute a Power of Attorney in the form provided in Part II of the Offering Plan (and deliver said instrument to the Sponsor or Purchaser's title company for recording), designating the Board of Managers as their Attorney in fact, coupled with an interest for, but not limited to, the purpose of managing, selling, mortgaging, leasing, voting or otherwise dealing with any Unit acquired by the Board of Managers in accordance with any of the provisions of the By-Laws and for purposes consistent with the implementation of the Offering Plan. The execution of a Power of Attorney is required to effectuate the Closing. The failure of Purchaser to execute a Power of Attorney at Closing shall constitute a default under the Purchase Agreement.

Sponsor has obtained financing from Bank Leumi USA, located at 579 Fifth Avenue, New York, NY 10017. The liens held by the Lender shall be subordinate to the Declaration. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the Lender's mortgage upon tender of the minimum release price as agreed to between Sponsor and Lender.

If ordered by Purchaser, the issuance at Closing of a commitment by a title insurance company licensed to do business in the State of New York, will insure that the Condominium was validly formed pursuant to the Condominium Act and that the Purchaser has good and insurable fee title in the Unit, free and clear of all liens and encumbrances, except as set forth herein and except for any mortgage that a Purchaser obtains to purchase the Unit, and subject to the provisions of the Declaration and By-Laws. See the next section of this Offering Plan for the estimated cost of such title insurance.

Risk of Loss and Restoration after Casualty

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance.

In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the balance of the purchase price may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

UNIT CLOSING COSTS AND ADJUSTMENTS

At Closing, each Purchaser shall be required to pay certain costs and expenses. The following is a list of the types and amounts of costs and expenses Purchasers should expect to pay.

Title Insurance

If a Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium therefor which will vary depending upon the purchase price and whether or not a mortgage title policy is obtained simultaneously with the fee title policy. Title insurance rates are set by the New York Board of Title Underwriters and filed with the New York State Insurance Department. The Purchaser is free to obtain title insurance from any company of their choice without incurring a penalty.

The current rate for fee title insurance alone for a Unit (i.e., no mortgage title insurance) is pursuant to the rate schedule applicable to new condominium projects filed with the New York State Department of Insurance, which is the Zone 2 Basic Rate for Owner's Policies:

The Owner's Policy Basic Rate is $402.00 for the first $35,000.00 of fee insurance and $344 for the first $35,000.00 of the loan policy. Premiums then increase as follows:

Fee Amount	Owners Premium	Loan Premium
$35,001 – $50,000	$6.67/$1,000	$5.55/$1,000
$50,001 – $100,000	$5.43/$1,000	$4.54/$1,000
$100,001 – $500,000	$4.36/$1,000	$3.64/$1,000
$500,001 – $1,000,000	$3.98/$1,000	$3.31/$1,000
$1,000,001 – $5,000,000	$3.66/$1,000	$3.05/$1,000
$5,000,001 – $10,000,001	$3.25/$1,000	$2.71/$1,000
$10,000,001 – $15,000,000	$3.07/$1,000	$2.55/$1,000
$15,000,001 – up	$2.76/$1,000	$2.31/$1,000

If a Purchaser elects to obtain mortgage title insurance simultaneously with a policy for fee title insurance, the premium for the mortgage policy will be at "Simultaneous Rate". The premium on the amount of the loan policy that does not exceed the fee policy is calculated at 30 percent (30%).

Purchasers are free to use the title company of their choice at no additional cost. Everest Abstract Services, LLC, has updated the title search and submitted the title report to the Attorney General of the State of New York with respect to this Offering Plan. There is no relation between the principals of Everest Abstract Services, LLC and the Sponsor or Attorney for the Sponsor.

Transfer Taxes and Recording Fees

Fees for recording the Unit Deed, the Power of Attorney in favor of the Board of Managers and any mortgage the Purchaser obtains to finance the purchase of their Unit are stated in this section. The current recording fees of $42.00 for each instrument including the first page, plus $5.00 per each additional page including cover sheets, a filing fee of $125.00 for the accompanying RP5217NYC form, and any service fees charged by Purchaser's title insurance company in

connection with such recordings and filings shall be payable by Purchaser.

Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax", the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential unit is currently one percent (1%) of the Consideration if such Consideration is $500,000.00 or less, and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit under $3,000,000 is currently $2.00 for every $500.00 or part thereof (.4%) of the Consideration. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit over $3,000,000 is currently $3.25 for every $500.00 or part thereof (.65%) of the Consideration. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the transfer taxes payable:

(i) Add the rates for RPT and NYS Tax. The result will be "Total Tax Rate"
(ii) Divide Consideration by 1 minus Total Tax Rate. The result will be "Total Consideration"
(iii) To compute RPT due, multiply Total Consideration by the RPT rate
(iv) To compute NYS Tax due, multiply Total Consideration by NYS Tax rate

Mansion Tax

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers where the consideration for the Unit is $1,000,000 or more (the "Mansion Tax"). Purchasers of Units where the consideration (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser) is $1,000,000 or more thus will be obligated to pay the Mansion Tax at closing. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors. The rates for the Mansion Tax are as follows:

$1,000,000 - $1,999,999	1.00%
$2,000,000 - $2,999,999	1.25%

$3,000,000 - $4,999,999	1.50%
$5,000,000 - $9,999,999	2.25%
$10,000,000 - $14,999,999	3.25%
$15,000,000 - $19,999,999	3.50%
$20,000,000 - $24,999,999	3.75%
$25,000,000 or more	3.90%

Mortgage Related Costs

Purchasers obtaining mortgage loans are also advised that they will be responsible for the payment of all closing costs and expenses in connection therewith in amounts determined by the lender. These costs customarily include origination fees (or "points"), commitment fees, fees for credit checks, mortgage title insurance, lender's attorneys' fees and appraisal fees. Also a Purchaser obtaining a mortgage may be required by the lending institution to deposit monthly with the lending institution, commencing with the Closing Date, an escrow for the payment of annual real estate taxes and insurance premiums. The amount of such escrow deposit to be made at Closing will depend on the number of months remaining between the closing of title and the date these amounts are next due to be paid and the estimated amounts then payable, as well as the custom and practice of the particular lender involved.

To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such credit, if applicable. If the Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to §339-ee(2) of the New York State Condominium Act.

In the event the credit under §339-ee(2) is not available, an exemption is available if Purchaser's lender assumes or consents to the assignment of a mortgage lien encumbering such Purchaser's Unit. At the request of Sponsor, Purchaser shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property in an amount not to exceed such Purchaser's loan amount, and the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the mortgage indebtedness encumbering the Property with Purchaser's mortgage. To the extent that the Purchaser is entitled to an exemption from the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, including but not limited to Sponsor's mortgage, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such exemption. The severance and assignment of a portion of the mortgage on the Property, as contemplated herein would not result in any additional risk or cost to the Purchaser; under no circumstance will this be the cause of Purchaser losing financing. Any severance/assignment transaction will be initiated only after financing has been procured by Purchaser. After Purchaser has obtained a commitment letter, Sponsor's counsel will notify Purchaser to contact their lender and request the lender to participate in the assignment; if the lender does not agree to assume or consent to the assignment of a mortgage, then the closing will proceed conventionally. If Purchaser's lender agrees to participate, Purchaser's lender will coordinate with Sponsor's counsel to prepare the necessary documents for closing; Purchaser shall not be liable for an adjournment due solely from the additional coordination required for the severance and assignment; Sponsor shall not cause Purchaser to lose financing.

For properties in New York City, the mortgage tax is currently 2.05% less $30.00 of any mortgage obtained by the Purchaser of less than $500,000.00 and 2.175% less $30.00 for mortgages of $500,000.00 or more. Of this amount the lender pays a portion of the mortgage tax equal to 0.25% of the mortgage amount. In no event will the amount payable by Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser if such mortgage tax credit or exemption had not been available to Purchaser.

Common Charge and Real Estate Tax Adjustments

All real estate taxes and Common Charges attributable to a Unit paid by Sponsor for any period of time during which the Unit Owner will own the Unit, shall be adjusted between Sponsor and Purchaser as of the Closing Date. At closing, Purchasers shall pay to the Board of Managers the Common Charges for the Unit for the first full month following the month in which title closes.

If a Unit closes during the 2019/2020 tax year (i.e., the tax year running from July 1, 2021 to June 30, 2022), it is possible the Unit will not be separately assessed for real estate taxes for that tax year by that Unit's closing date. In such event, the adjustment for real estate taxes will be based on the Unit's proportionate share of the real estate taxes for the Property, which shall be obtained by multiplying the taxes payable on account of the Property for that year by the Common Interest attributable to the Unit.

If separate tax assessments have not been made for individual Units prior to the closing of title to a Unit, Sponsor will collect from each Purchaser at closing, and will place in escrow in a separate account established by the Sponsor for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes). If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. Until separate tax assessments have been made for individual Units, a Purchaser that obtained financing may have to maintain a second tax escrow account with their lender. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article 2.6. of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a Special Assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the

Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

If the actual taxes due are lower than the amount collected and held in escrow, then (i) the Board of Managers shall pay the Unit Owners their proportionate share of any excess if the Board of Managers collected the escrow, and/or (ii) Sponsor shall pay the Unit Owners their proportionate share of any excess if Sponsor collected the escrow.

Until the Units have been separately assessed, all post-closing amendments shall disclose the amount of the funds deposited in escrow for the payment of real estate taxes for the unsold Units.

Closing Counsel Fees

Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $2,250.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor, at Closing, interest on the unpaid balance of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, where interest shall be equal to the highest legal rate as of the Closing Date (the current rate is 16% per annum). The following additional charges may apply:

i. $500.00 to Sponsor's attorney if the Closing is not held at Sponsor's attorneys' offices at the request of Purchaser or Purchaser's lender.
ii. $500.00 to Sponsor for each adjournment of the Closing requested or caused by Purchaser or Purchaser's lender.
iii. $500.00 to Sponsor's attorney if the Closing is held outside New York City at the request of Purchaser or Purchaser's lender.
iv. $1,000.00 to Sponsor's attorney for the preparation of a letter of default.
v. $350.00 to Sponsor's attorney if a Purchaser shall obtain mortgage financing through a lender to defray the additional costs associated therewith.
vi. $1,000.00 to Sponsor's attorney for an assignment agreement, if requested by Purchaser and provided Sponsor has consented thereto.
vii. $1,000.00 to Sponsor's attorney for preparation of Interim Lease Agreement.

Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit.

Professional Fees

Purchaser shall have sole responsibility for payment of all professionals, including

attorney(s), employed or retained by Purchaser.

Working Capital and Reserve Fund Contribution

Purchasers will be required to pay at Closing an amount equal to one (1) month of common charges as a contribution to the Working Capital Fund and one (1) month of common charges as a contribution to the Reserve Fund. Except for the initial contribution by Purchasers, the Reserve Fund is funded through Common Charges.

Example of Typical Closing Costs

The following is a numerical example of all closing costs based on the presumptions set forth below and assuming current rates and charges:

Assuming that a Purchaser closes timely and incurs no penalties under the Purchase Agreement, the closing costs for a Unit with a purchase price of $1,000,000.00 and assuming a mortgage of $900,000.00 will be approximately:

Title Insurance Fee:	$	4,576.00
Loan Premium:	$	1030.00
Endorsements	$	150.00
Transfer Taxes - New York State:	$	4,076.00
Transfer Taxes - New York City:	$	14,514.90
Mansion Tax:	$	10,185.89
Mortgage Recording Tax:	$	17,295.00
Recording Fees:	$	550.00
Search Fees:	$	520.00
Wire Fee:	$	40.00
Subtotal	**$**	**52,937.79**
Working Capital Fund:	$	776.65
Reserve Fund:	$	776.65
First Month's Common Charges:	$	776.65
Sponsor's Attorney's Closing Fee:	$	2,250.00
Sponsor's Attorney's Purchaser Financing Fee:	$	350.00
ACRIS Preparation Fee:	$	250.00
Total Estimated Closing Costs:	**$**	**58,117.74**

The entire contents of this section "Unit Closing Costs and Adjustments" as the same may be revised or amended shall be deemed incorporated in the Purchase Agreement for each Unit.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner rather than rent after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units necessary to declare the Offering Plan effective. Sixteen (16) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor; Sponsor could effectively control the Board indefinitely.

Indemnification

Sponsor is obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions under the Offering Plan and applicable law with respect to the Offering. Sponsor will indemnify and hold the Board of Managers and the Unit Owners harmless from any such suits or proceedings.

The Condominium shall assume the performance of all obligations under the labor, service, and maintenance agreements as described in the "Notes to Schedule B" section of the offering plan (including payment obligations) of the Sponsor, if any, accruing on or after the date of closing of title to the first Unit pursuant to the Offering Plan, in effect on such date which have been assigned to the Condominium pursuant to the Offering Plan, and shall indemnify and hold Sponsor harmless from and against any and all claims, liabilities, costs and expenses arising of or with respect to such agreements or with respect to the Property accruing on or after such date, provided Sponsor has timely paid all Common Charges and other sums due to the Condominium and was not the cause of any breach of the agreements assumed by the Condominium.

Sponsor's Obligations Survive

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

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

or proceedings arising out of the acts or omissions of Sponsor or the representations made by Sponsor in the Offering Plan.

The obligations of Sponsor under this section with respect to the Condominium, the Common Elements or the Limited Common Elements shall be enforceable only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of Sponsor be enforceable by individual Unit Owners unless the Board of Managers fails to give written notice to enforce such obligations within ninety (90) days following the giving of written notice of such claim by any Unit Owner to the Board of Managers. The Board of Managers has a fiduciary duty to act in the best interest of the Condominium, even during the Sponsor Control Period. Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. Sponsor agrees that during the Sponsor Control Period it will in its capacity as the Board of Managers enforce such obligation when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose. Furthermore, any provisions that give Sponsor control of the enforcement of Sponsor's obligations are not lawful. In addition, if there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

Operating Expenses

Sponsor agrees to pay all Common Charges, special assessments and real estate taxes with respect to all Unsold Units imposed by Board of Managers in accordance with this Offering Plan. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor expects to fund its financial obligations to the Condominium from the income from projected sales and if necessary, from the personal financial assets of Sponsor's principal. Except as specifically set forth herein, no bond or other security has been furnished to secure Sponsor's obligations hereunder, including, but not limited to, Sponsor's obligations to obtain a final Certificate of Occupancy.

Sponsor is reserving the right to delay the collection of Common Charges. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners

in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers.

Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within twenty-four (24) months of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the budget for the First Year of Operations which is based on a fully operational building. The Board of Managers may allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the Condominium are less than the projected expenses set forth in the budget for the First Year of Operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full common charges will be refunded to all Unit Owners (including the Sponsor) on a pro-rated basis in the form of either a credit against future common charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual common charges or as to the amount of any credit that may be available as a result of such computation.

Notwithstanding the foregoing, if a refund is contemplated for the First or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of common charges by unit owners over actual expenses for the condominium and has determined the amount of such refund as part of its annual review. For purposes of this Offering Plan, an "excess payment of common charges" shall mean the actual expenses of the condominium were less than the projected expenses set forth in the Budget of the condominium. No refund may be given unless all expenses of the condominium are paid, including but not limited to, insurance premiums and reserve funds. During the budget year following a year for which a refund was effectuated, no special assessment or increase in common charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to unit owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations.

Casualty Insurance

Sponsor shall procure fire and casualty insurance, as set forth in Schedule B, pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Schedule B. Such insurance will provide that each Unit Owner is an additional insured and that there will be no cancellation without thirty (30) days' notice to the Board of Managers and Unit Owners. The insurance policies will also contain waivers of subrogation, waivers of

invalidity due to acts of insured and Unit Owners and waivers of pro rata reduction of liability of the insurer due to other insurance carried by individual Unit Owners. Prior to the First Closing, the Building will be insured by the Sponsor; after the First Closing the Building will be insured by the Condominium. Sponsor shall be reimbursed for the cost of such insurance premium(s) by the Condominium. A person in possession who is not an owner cannot insure the Unit since they have no ownership interest, and the Unit cannot be doubly insured. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by the Condominium's or Sponsor's insurance.

Risk of Loss and Restoration after Casualty

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance.

In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the balance of the purchase price may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

Dissolution of Sponsor

In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10) or more units or twenty percent (20%) or more of the total number of Units in the Condominium, whichever is less, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

Construction Financing

Sponsor has obtained financing from Bank Leumi USA, located at 579 Fifth Avenue, New York, NY 10017. The liens held by the Lender shall be subordinate to the Declaration. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the Lender's mortgage upon tender of the minimum release price as agreed to between Sponsor and Lender.

Completion of Construction

Sponsor is obligated to build and complete the Condominium in accordance with the Building Plans and Specifications identified in the Offering Plan, subject to Sponsor's right to substitute equipment or materials of Equal or Better Quality for construction and design and make modifications in layout or design; provided however, that Sponsor may not:

(i) Substitute equipment or materials of lesser quality or design; or

(ii) change the size, location of Buildings or Units other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change.

Sponsor will install carbon monoxide detectors as required in all New York City multiple dwellings.

Certificate of Occupancy

Prior to the closing of title to the first Residential Unit, Sponsor shall have obtained a temporary or final Certificate of Occupancy for the Unit. Sponsor anticipates on being able to obtain a final Certificate of Occupancy ("FCO") and all necessary permits for all elements of the Condominium within two (2) years of closing of title to the first Unit and, prior to the issuance of a FCO will cause any expiring temporary Certificate of Occupancy ("TCO") to be extended. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final Certificate of Occupancy covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York State Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all

applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to the expiration thereof, and ultimately for obtaining a FCO covering the entire Building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

In the event any closing of title occurs before the issuance of a final Certificate of Occupancy covering the Unit, Sponsor shall maintain all Deposits and funds received from the Purchasers of Units in a special escrow account as required by Section 352-e(2-b) of the General Business Law, unless Sponsor's engineer or architect certifies that a lesser amount will be necessary to complete the work needed to obtain a final Certificate of Occupancy, in which case the sum exceeding the amount so certified by such engineer or architect may be released to Sponsor from the special escrow account. Alternatively, Sponsor may deposit with an Escrow Agent any one or a combination of the following: cash or an unconditional, irrevocable letter of credit or Sponsor may post a surety bond and/or maintain unfunded, a portion of the construction loan available to Sponsor for construction purposes aggregating amount certified by Sponsor's engineer or architect. In certain circumstances, funds held by Sponsor's Construction Lender may be acceptable as an alternative form of collateral, so long as the Construction Lender is obligated to advance or escrow funds needed to procure a FCO, notwithstanding that Sponsor may have defaulted on the terms of its loan agreement(s). The acceptability and use of this form of collateral will be determined by the Department of Law upon application by Sponsor. The Department of Law must be furnished with appropriate documentation establishing a lender's agreement and obligation to advance or escrow such funds to satisfy 13 NYCRR § 20.3(t)(13). In such case, Sponsor shall have the right to draw down remaining portions of said letter of credit, cash, construction loan available to Sponsor for construction purposes, provided the unfunded portion of such construction loan and/or, remaining cash and/or letter of credit in the aggregate is, at all times no less than the amount that Sponsor's architect, engineer or construction manager certified is adequate to complete the work necessary to obtain a final Certificate of Occupancy. In the event Sponsor desires to post a bond pursuant to this paragraph, prior to posting such bond Sponsor will file an amendment to the Offering Plan disclosing same.

The amount retained in escrow pending the delivery of a final Certificate of Occupancy and the architect's certification certifying such amounts will be included in the initial post-closing amendment and all subsequent amendments to the Offering Plan until the FCO is obtained. The

use of any alternative security will be previously disclosed in an amendment to the Offering Plan.

Warranties of Construction

The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statue applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime. As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013]. Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. Sponsor's obligations, regardless of any limitations in any warranty or in the Offering Plan, cannot go below the duty to construct the Building in accordance with all applicable laws and the Plans and Specifications, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable Laws and the Plans and Specifications shall be resolved in favor of the latter. NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS.

Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Offering Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Offering Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair.

In the event of a patent or latent defect, Sponsor must be notified of the defect in writing (i) by the Unit Owner to whom Sponsor sold a Unit, within six (6) months following the closing of the sale of the Unit to the Unit Owner if a patent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within six (6) months after the commencement date of the interim lease), within twelve (12) months following the closing of the sale of the Unit to the Unit Owner if a latent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within twelve (12) months after the commencement date of the interim lease), or (ii) by the Board of Managers, within the later of twelve (12) months from (a) the issuance of a TCO covering the entire Building, or (b) the first

Unit Closing if the defect concerns the Common Elements. If Sponsor is not notified within these time periods, Sponsor shall not have any obligation to consider causing remediation of the problem. In no event, however, shall Sponsor be obligated to compel, or to take action to compel, the General Contractor (or any contractor or subcontractor) to perform under any guarantee or warranty given by it in connection with work performed at the Property. If properly notified, Sponsor shall cause the defect to be remediated in accordance with all applicable laws and the Plans and Specifications.

In addition, in no event shall Sponsor be responsible for any immaterial condition resulting from normal wear and tear or natural deterioration of from the normal shifting or settling of the Building, or for any defects of immaterial nature, including but not limited to partial or total death of any landscape improvements, nail pops, ridging on sheet rock walls, lumber shrinkage, door sticking due to weather, door warpage, tile, marble and granite grouting, separation in joints of tile, marble, granite or wood flooring, floor levels, ceiling imperfections, painting defects, alignment of bathroom finishes, air filtration from windows, and consequential damage resulting from settlement or normal plumbing, heating and air conditioning, noises, or carpet discoloration and stretching. In addition, Sponsor shall not be responsible for paint touch-ups, or for repair of chips, mars, breaks or other defects in window sashes, electric fixtures, interior painted surfaces, sinks, tubs, bowls, bidets (if any), cabinets, countertops, vanity tops and bases, doors, mirrors, hardware, flooring or appliance cabinets, unless notified of any such defect therein prior to closing of title to the Unit in question or the leasing of the Unit to the Purchaser thereof and Sponsor agreed to repair such items. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan. Nothing contained herein shall be construed to render Sponsor liable for consequential damages, whether based on negligence, breach of contract, warranty or otherwise (except as Sponsor may be liable for by law).

Notwithstanding anything to the contrary in the foregoing discussion, both Unit Owners and the Board of Managers shall be obligated to permit Sponsor and its contractors and agent's access to Units and the Common Elements at the request of Sponsor and/or its contractors and agents, in order for Sponsor to complete construction in accordance with this Offering Plan.

References in this Section or elsewhere this Offering Plan to excluded repairs or excluded conditions with respect various items listed shall not be construed to imply an obligation on the part of Sponsor to do any work, renovation or rehabilitation or to install any equipment, fixtures or appliances or other items except, in each case, as expressly provided in "Description of Property and Specifications or Building Conditions."

The Sponsor reserves the right to amend the Plans and Specifications and to make changes in the materials, appliances, equipment, and fixtures if (a) required or approved or accepted by governmental authorities having jurisdiction over the Property or by the Sponsor's architect; or (b) required by job conditions, local shortages or unavailability or materials; or (c) ordered by the Purchaser for their Unit without affecting Units previously sold; Sponsor shall amend the Offering Plan to disclosure such changes except for changes ordered by a Purchaser for their Unit that do not affect other Units. Changes or substitutions in materials, appliances, fixtures and equipment may also be made by the Sponsor provided that such substitutions are of Equal or Better Quality. See the section "Changes in Prices and Units" set forth in Part I of the Offering Plan.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result

of immaterial variations in the dimensions or arrangement of rooms, walls or other areas within Units, or in the Plans and Specifications, or in the description of the Building or a Unit set forth in the Offering Plan.

Except as otherwise provided in this Offering Plan, where alternatives are specified or where a particular practice, method, or design of construction, equipment, material or supply is not specified, the choice and decision of the Sponsor shall be determinative.

Inspection Statements

At least one week (but not more than one month) prior to the Closing, Purchasers shall be given an opportunity to inspect the Unit prior to Closing. Punchlist items to be completed in the Unit pursuant to the Offering Plan and/or the Purchase Agreement shall be itemized on an "Inspection Statement," a form of which is contained in Part II of the Offering Plan, signed by both Sponsor and Purchaser. The Inspection Statement merely serves to identify and memorialize any conditions the Purchaser believes to be material. Sponsor's refusal to sign the Inspection Statement due to a disagreement with the items on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law. Nevertheless, Sponsor has the absolute obligation to design and build in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes, and otherwise fulfill its obligations under the Offering Plan or Purchase Agreement; Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligations under the Offering Plan or Purchase Agreement.

Sponsor shall be obligated to complete the items agreed to on the Inspection Statement within a reasonable time after Closing. However, if Sponsor agrees in writing to complete any items on the Inspection Statement prior to Closing, Purchaser must re-inspect the Unit on the day prior to Closing to inspect and sign off on all items Sponsor agreed to complete. No open items of work will be discussed at the Closing itself. With the exception of items Sponsor agrees in writing to complete prior to the Closing, Sponsor's failure to complete any of the items listed on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law.

Purchasers may not add any additional work items to the Inspection Statement after the final inspection of the Unit has occurred, and neither Sponsor nor its contractors, subcontractors, principals, managers or members shall have any obligation to perform any such additional work items. Notwithstanding anything to the contrary set forth above, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following immaterial conditions:

- any condition resulting from normal wear and tear or natural deterioration from the normal movement, settlement and shrinkage or expansion of the Residential Units or the Building generally and/or building materials;
- partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone

surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;

- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;
- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;
- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;
- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other immaterial conditions in each of the following: windows, window glass, frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;
- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or slight floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;

- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;
- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;
- any other minor imperfection or immaterial condition, except as expressly warranted pursuant to this Offering Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

Completion Free of Liens

Sponsor will pay or cause payment to all contractors, subcontractors, materialmen, and all others involved in the construction, establishment, and sale of the Units for all authorized and proper work performed and fixtures, material, and equipment supplied or installed in the construction of the Building, and will cause all mechanics liens arising out of the construction of the Building or the furnishing or installation of fixtures or equipment to be discharged or bonded promptly after any lien is filed.

Sponsor Documents to be delivered to the Board of Managers:

Sponsor shall provide each to the Board of Managers as of the earlier of First Closing or the date of availability:

- Final as-built drawings;
- Operations and maintenance manuals for mechanical equipment;
- Electronic system manual;
- Re-commissioning manual;
- Equipment warranties;
- Manufacturer's roof warranty;
- Major equipment start-up sheets and control system as-built;
- Original test and balance report for HVAC system; and
- Post-construction indoor air quality report.

At Closing, Sponsor will deliver and assign to Purchaser any manufacturers' warranties (to the extent available and assignable) with respect to any equipment and appliances installed by Sponsor in the Unit and the receipt by Purchaser of any subcontractors' warranty certificates for heating and plumbing relating solely to the Unit, if any, to the extent made by such subcontractors and to the extent such warranties are available. Sponsor will also assign to the Board of Managers any warranties available and assignable with respect to all equipment and appliances and heating, plumbing and roofing installed in the Common Elements.

Plan, Exhibits, Documents

Sponsor agrees to keep copies of the Offering Plan, exhibits and documents referred to in the Offering Plan on file at its office or at another designated place for a period of six (6) years from the date the Declaration is recorded.

Sponsor's Rights of Access; Alterations

Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units and Common Elements, to complete construction in a manner consistent with the purposes of this Offering Plan and to ensure Sponsor's rights and obligations hereunder. Sponsor shall provide three days' notice except under exigent circumstances where Sponsor shall provide reasonable notice. Sponsor is obligated to repair any damages caused as the result of the foregoing work. Sponsor will not interfere with a Unit Owner's reasonable use of their Unit during any work period. However, there may be a temporary limitation as to use of the public areas. Sponsor's reservation and rights shall include, but not be limited to:

(i) The right to maintain general, sales and leasing office(s) and personnel on the Premises, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection and display of vacant or licensed Units, as well as all Common Elements, to prospective Purchasers or lessees for so long as Sponsor owns a Unit; and

(ii) Right of access in and to Units and Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing and similar work.

The quality of construction shall be comparable to construction standards customary in the particular trade and in accordance with the Plans and Specifications. Notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in the operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings are assigned to the Board of Managers or Unit Owners. In addition, in no event shall Sponsor be responsible for any immaterial condition resulting from normal wear and tear or natural shifting or settling of the Building, or for any defects of immaterial nature, including but not limited to nail pops, ridging on sheet rock walls, lumber shrinkage, any consequential damage resulting from settlement or normal plumbing and heating noises. Subsequent to the conveyance of title to a Unit, other than those items listed in the Inspection Statement which Sponsor will be obligated to repair in a reasonable amount of time after closing, Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or Formica chips and scratches in tubs, vanities or countertops. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan. Sponsor has the obligation nevertheless, to construct the Building in accordance with applicable Law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes.

Condominium and Sales Costs and Expenses

Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with establishment of the Condominium, and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium, whenever such costs or expenses are incurred, or in connection with the sale of all Units held or owned by Sponsor (except for costs

specifically made payable by Purchasers under this Offering Plan), and will pay all selling expenses including, but not limited to, advertising and printing costs, architect and engineering fees, and costs of filing this Offering Plan and amendments thereto.

Interim Leasing, Renting and Use of Unsold Units by Sponsor

Sponsor reserves the right, following the recording of the Declaration of Condominium and prior to the closing of title to any Unit, to lease such Unit to a Purchaser who has executed a Purchase Agreement and paid the requisite Deposit, pursuant to an Interim Lease between Sponsor and Purchaser. Any such Interim Lease will provide that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unit which is the subject of the Interim Lease will constitute a default under the license entitling Sponsor, at its sole option, to immediately terminate the license. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any Interim Lease with respect to the Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option, to immediately terminate such Purchase Agreement and exercise any remedies provided therein. See the section "Interim Leases" set forth in Part I of the Offering Plan.

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner rather than rent after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units necessary to declare the Offering Plan effective. Sixteen (16) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor; Sponsor could effectively control the Board indefinitely. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan.

Sponsor or Successor Sponsor may use or occupy for itself or its agents, or (after the First Closing) to rent or license to a tenant who is not a Purchaser for such fee and upon such terms as are agreed to between the parties, any Unit not conveyed or with respect to which a Purchase Agreement is not then outstanding. Sponsor will notify Purchasers of Units that have been previously occupied or that are then occupied, of such occupancy, prior to the execution of a Purchase Agreement. Such Unit will be delivered at the Closing, free and clear of any occupants and licenses, unless the tenant or occupant is the Purchaser or unless the Purchase Agreement indicates that the Unit shall be sold subject to a license, a copy of which shall be annexed to the Purchase Agreement. There shall be no obligation of Sponsor or Successor Sponsor to decorate, refurbish or in any way repair such Unit.

Easement

The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not unreasonably obstruct any Unit (other than an Unsold Unit).

CONTROL BY THE SPONSOR

Sponsor reserves the right to control the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) three (3) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect the new board members that are unrelated to Sponsor within thirty (30) days of the expiration of the Sponsor Control Period. However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period. In the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board of Managers.

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units rather than rent after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Sixteen (16) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor; Sponsor could effectively control the Board indefinitely. The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Owner-occupants and non-resident owners, such as Sponsor may have inherent conflicts on management of the Condominium.

Sponsor may not exercise veto power over expenses described in Schedule B of Part I of the Offering Plan or expenses required:

(i) to comply with applicable laws or regulations; or
(ii) to remedy any notice of violation; or
(iii) to remedy any work ordered by an insurer; or
(iv) any matter affecting the health or safety of the occupants of the Building.

Sponsor may exercise veto power over expenses other than those described above for a period ending not more than five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner.

As long as Sponsor or Successor Sponsor shall own one or more Units, the Board of Managers may not, without the prior written consent of Sponsor or Successor Sponsor, in the sole discretion of the Sponsor or Successor Sponsor: (i) amend the Declaration or By-Laws of the Condominium so as to in any way adversely affect Sponsor or Successor Sponsor; or (ii) interfere with the offer, sale or leasing of Units, or construction within the Unit or Units belonging to Sponsor or Successor Sponsor, operation of general or sales and leasing offices on the Property, or with any actions necessary or desirable for construction, renovation, repair, or correction of the

Property or any Unsold Unit, as determined by Sponsor or Successor Sponsor, as the case may be.

Notwithstanding anything to the contrary contained herein, for a maximum of two (2) years from the date of the recording of the Declaration in the City Register's Office, as long as the Sponsor continues to hold fifty-one percent (51%) or more in number of the Units, the Sponsor's prior written consent shall be required in order to amend either the Declaration or the By-Laws. Furthermore, so long as Sponsor or Successor Sponsor shall own Unsold Units constituting twenty-five percent (25%) or more of the Common Interest, 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, (i) make any addition, alteration or improvement to the Common Elements or to any Unsold Unit, or (ii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iii) provide for new or additional services other than those provided for in Schedule B hereof. Sponsor shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses required to comply with applicable law, to remedy any notice of violation, to comply with any work order of an insurer, or for any matter affecting the health or safety of the occupants of the Building. While Sponsor has voting control of the Board of Managers, Sponsor will not reduce or eliminate the services to be provided to the Condominium as set forth in this Offering Plan.

BOARD OF MANAGERS

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of five (5) persons. However, the Board of Managers will initially consist of three (3) persons designated by Sponsor. The initial members of the Board of Managers will be Shlomo Avdoo, who is the principal of the Sponsor, and two other persons to be designated no later than First Closing by Sponsor and disclosed upon the appointment of the two remaining board members.

The first annual meeting of the Unit Owners shall be called for a date which is no more than one year after the First Closing. At the end of the Sponsor Control Period, the initial members designated by the Sponsor shall resign and the Board of Managers will consist of one (1) member to be designated by the Commercial Unit Owner (the "Non-Residential Board Member") and four (4) members to be designated or elected by the Residential Unit Owner(s) (the "Residential Board Members"). However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period. In the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board of Managers. Each Unit Owner, including the Sponsor or Successor Sponsor, shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners.

The Unit Owners' annual meetings shall be held on or about the anniversary of the date of the first annual meeting. Notice of the annual meeting of Unit Owners or of any special meetings of Unit Owners shall be given by the Secretary, as directed by the Board of Managers, to all Unit Owners not less than ten (10) days or more than thirty (30) days before such meeting. Minutes of all meetings of Unit Owners and all meetings of the Board of Managers shall be kept by the Board of Managers, together with records of all actions taken by the Board of Managers and the financial records of the Condominium. The Board of Managers shall retain an independent certified public accountant to prepare an annual report of the receipts and expenditures of the Condominium, which report shall be promptly sent to each Unit Owner.

Special meetings of the Board of Managers or Unit Owners shall be held when called by the President of the Board of Managers as directed by the Board of Managers. Special Meetings of the Unit Owners shall be held when called by the President of the Board of Managers or upon a petition signed by Unit Owners representing fifty-one (51%) of the Unit Owners in number or Common Interest having been presented to the Secretary of the Board of Managers.

With the exception of those members elected or designated by the Sponsor, only a Unit Owner not in arrears, with regards to Common Charges, the principal or officer of such Unit Owner, or the spouse of such Unit Owner, are eligible for election to the Board of Managers. If the Board of Managers perfects a lien against a Unit where the Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner is a Board Member, the Board Member shall be removed and replaced as set forth in the By-Laws. At any regular or special meeting of Unit Owners at which a quorum is established, (i) any Board Member appointed or elected by the Residential Unit Owners or Sponsor may be removed for "Cause" (as hereinafter defined). Any Board Member whose removal for Cause has been proposed shall be given an opportunity to be

heard at the meeting. As used herein, "Cause" shall mean (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers. In the event of such removal, only the Sponsor may replace a Sponsor appointed Residential Board Member so removed. The Sponsor shall have the right to remove their appointed Board Member at any time with or without Cause. An elected Residential Board Member may be removed and replaced by a vote of the Residential Unit Owners, pursuant to the terms of the By-Laws, at any regular or special meeting.

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

The Board of Managers will be responsible for management and maintenance of the Condominium. It will have the powers and duties necessary for the administration of the affairs of the Condominium and may perform any act necessary to accomplish this, as long as it is consistent with the Declaration, By-Laws, and applicable law. Such acts include (a) determination, collection, and enforcement of the obligations of Unit Owners to pay Common Charges; (b) employment and dismissal of personnel; (c) providing for insurance with respect to Common Elements; (d) adoption of rules relating to use and operation of the Property; (e) hiring of a managing agent and contractors and service companies in connection with the performance of the Board of Managers' responsibilities; (f) establishing an operating budget for the Condominium; (g) maintaining and making all required repairs and replacements to the portions of the Property which is the responsibility of the Board of Managers to maintain and replace; and, (h) on behalf of the Unit Owners, incurring debt on such terms and conditions as the Board of Managers will agree to provide for major and minor maintenance, repairs, additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence and similar purposes (the repayment of any and all such debt may be secured and paid as provided in §339-jj of the New York Real Property Law).

Members of the Board of Managers will have no liability to the Unit Owners or third parties for errors of judgment, negligence, or otherwise, except for errors constituting willful misconduct or bad faith. The Unit Owners will severally indemnify the members of the Board of Managers against any liability or claims except those arising out of their bad faith or willful misconduct, but the liability of any Unit Owner on account of such indemnification will be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. In order to limit the liability of the Unit Owners and the members of the Board of Managers, any contract or other commitment made by the Board of Managers will state that it is made by the Board of Managers only as agent for the Unit Owners, that the members of the Board of Managers will have no personal liability on any such contract or commitment (except as Unit Owners), and that the liability of any Unit Owner on any such contract or commitment will be limited to such proportionate share of the total liability thereunder as the Common Interest such Unit Owner bears to the aggregate Common Interest of all Unit Owners.

Any provisions that give Sponsor control of the enforcement of the sponsor's obligations are not lawful. If there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business

Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

Since the Condominium's By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control, Purchasers for their own occupancy may never gain control of the Board of Managers and owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on the management of the Condominium.

Officers

The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Managers.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act.

The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium.

The Treasurer shall be responsible for overseeing the finances of the Condominium and for keeping the financial records and books of the Condominium.

The Board of Managers, in its discretion shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium.

Amendments to Declaration and By-Laws; Termination of Condominium

The By-Laws may be amended at any Unit Owners' meeting provided (a) the notice of meeting contains a full statement of the proposed amendment, (b) the amendment is approved by sixty-seven percent (67%) of the Unit Owners in number and in Common Interest at a duly called meeting of Unit Owners and (c) the amendment is duly recorded as an amendment to the Declaration and By-Laws; provided, however, that any amendment to the By-Laws that is material in nature must be approved by at least fifty-one (51%) of the Permitted Mortgagees. No amendment may affect a Unit Owner's interest or the interest of a mortgage holder in a Unit or adversely affect the Sponsor's rights.

The Declaration may be amended by the Board of Managers upon a vote of sixty-seven percent (67%) of the Unit Owners in number and in Common Interest held at a duly called meeting of Unit Owners provided, however, that any amendment to the Declaration that is material in nature must be approved by at least fifty-one (51%) of the Permitted Mortgagees.

The Condominium may not be terminated unless at least eighty percent (80%) of the Unit Owners in number and Common Interest and at least fifty-one (51%) of the Permitted Mortgagees, if any, of the same Units agree to the withdrawal of the Property from the provisions of Article 9-B of the Real Property Law. The Sponsor or its nominee will not cast any of its votes for withdrawal unless sixty-seven percent (67%) or more of the Unit Owners and at least fifty-one (51%) of the Permitted Mortgagees other than the Sponsor so vote, in which event the Sponsor will be free to cast its votes either for or against withdrawal.

Notwithstanding anything to the contrary contained herein, approval of the Permitted Mortgagees may be implied when the Permitted Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sale or Lease of Units by Unit Owners Subject to Right of First Refusal

Tenants of any lease of a Unit will not be subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law or the New York City Rent Stabilization Code, as such laws are presently in effect.

Other than a sale or lease by Sponsor, a successor of Sponsor, a Permitted Mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal. See Article 12 of the By-Laws.

Any contract to sell a Unit, together with the Appurtenant Interests, and any lease of any Unit ("Sale Agreement" 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 THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Board of Managers by certified or registered mail, or overnight mail, which notice shall be accompanied by a copy of the fully executed Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror"). The sending of this notice shall constitute an offer by the Offeree Unit Owner to sell the Unit together with its appurtenant interests, or to lease the Unit, as the case may be, to the Board of Managers or to its designee, corporate or otherwise, on behalf of all Unit Owners. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board of Managers, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand, the Offeree Unit Owner shall submit to the Board of Managers, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Board of Managers may reasonably request.

The Board of Managers may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail, or overnight mail, not later than thirty (30) days (in the event of a proposed sale) and fifteen (15) business days (in the event of a proposed lease) after receipt of (i) the notice referred to in paragraph above, or (ii) all other information reasonably required by the Board of Managers, whichever is later, to purchase or lease the Offeree Unit, as the case may be, on behalf of all Residential Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement. Notwithstanding anything to the contrary contained herein, however, the Board of Managers shall not exercise any option to purchase or lease any Residential Unit without the prior approval of a Majority of Residential Unit Owners by number. The Board of Managers may use the Unit for any use permitted under the Declaration or these By-Laws.

In the event the Board of Managers fails to exercise its right of first refusal within the time period set forth in paragraph above, the Offeree Unit Owner shall be free to consummate the transaction upon the same terms and conditions embodied in the Sale Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Board of Managers, or (ii) the expiration of the period in which the Board of Managers might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction upon the same terms and conditions embodied in the Sale Agreement or Lease Agreement within such sixty (60) day period, then, should the Offeree Unit Owner thereafter elect to sell such Residential Unit or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions above, but not more often than once in any twelve (12) month period. The Board of Managers shall have the right to waive this requirement for good cause shown, in its sole discretion.

The Board of Managers shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in exercising its right of first refusal set forth herein.

In the event the Board of Managers does exercise its right of first refusal with respect to the sale of a Residential Unit, the acquisition of the Unit may be made from the working capital and Common Charges, or, if such funds are insufficient, the Board of Managers may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Residential Unit Owner's percentage of Common Interest, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Residential Unit Owner, as provided above, for Common Charges for the Unit, or the rent due pursuant to the Lease, and for the cost of maintenance and repairs to such Unit. Neither the Board of Managers nor any Residential Unit Owner shall be entitled to cast any votes attributable to such Residential Unit.

Notwithstanding the above, the right of first refusal held by the Board of Managers shall not adversely impact the rights of a mortgagee or its assignee to:

a. foreclosure or take title to a unit pursuant to the remedies in the mortgage;
b. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
c. sell or lease a unit acquired by the mortgagee or its assignee.

In the event any provision in this section conflicts with (a) through (c) above, the rights of the Permitted Mortgagee as set forth herein shall control.

All leases of Residential Units must be for a minimum period of one (1) year (with each such lease being to a specific named tenant and with no right to substitute any other tenant during the term of the lease). All such leases shall be consistent with the By-Laws and shall contain such reasonable conditions as the Board of Managers may impose in order to protect the physical and financial security and continuity of the Condominium, including (but not limited to) the following provisions:

(a) the lease may not be modified, amended, extended or assigned, without the prior written consent of the Board of Managers;

(b) the tenant may not sublet the demised premises, or any part thereof, without the prior written consent of the Board of Managers;
(c) the Board of Managers shall have the right to terminate the lease on not less than thirty (30) days prior written notice upon foreclosure of the lien granted by §339-z of the New York State Real Property Law; and
(d) the lease must contain an attornment provision that conforms with the provisions §339-kk of the Real Property Law.

The Board of Managers may establish other reasonable regulations governing leases of Residential Units from time to time. Except as set forth above, the form of any such lease shall be substantially in the then current form of apartment lease recommended by The Real Estate Board of New York, Inc. or New York City Bar Association with such modifications as may be approved in writing by the Board of Managers. The foregoing restrictions on leasing and the contents of leases contained herein shall not apply to a Residential Unit owned by Sponsor, or a Successor Sponsor, or a Residential Unit owned by a mortgagee who took title for its own account in foreclosure or by deed in lieu of foreclosure.

Any purported sale or lease of a Residential Unit in violation of right of first refusal shall be voidable at the election of the Board of Managers and if the Board of Managers shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to eject or evict the purported purchaser or tenant, as the case may be, in the name of said Residential Unit Owner as the purported seller or landlord, as the case may be. Said Residential Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and expenses) incurred in connection with such proceedings, promptly upon demand therefor. In no event shall any purported sale or lease of a Residential Unit in violation of this section release the Residential Unit Owner which is the purported seller or lessor, as the case may be, from any of its obligations under the Declaration and By-Laws whether or not such sale or lease is voided by the Board of Managers.

Prohibition Against Advertising.

Purchaser covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease prior to the closing of title and for one (1) year thereafter. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default under the Purchase Agreement, entitling Sponsor to the remedies set forth in Article 12 of the Purchase Agreement. A default within one (1) year after closing of title would subject Purchaser to legal liability for damages. These provisions shall survive the closing of title.

Mortgaging of Units by Unit Owners

Each Unit Owner has the right to mortgage their Unit, provided that (i) the mortgage shall be substantially in the form of the New York statutory form of mortgage, (ii) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note, (iii) the mortgage states that if consent by the mortgagee is required to any amendment to the Declaration and By-Laws such consent will not be unreasonably withheld or delayed, and (iv) the Unit Owner making such mortgage first pays all assessments and Common

Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a Permitted Mortgage. Notwithstanding the foregoing, the Sponsor and Successor Sponsor shall have the right to mortgage their Units without restriction or limitation, but any such mortgage shall contain the representations in clauses (iii) and (iv) of this paragraph (if applicable). The Unit Owner will be responsible for interest and amortization payments on the mortgage encumbering such Unit Owner's Unit. A Unit will not be subject to the lien of any mortgage placed by other Unit Owners on their Units.

Common Charges and Assessments

The Board of Managers will prepare and furnish its budget to the Unit Owners from time to time and at least once a year. Based upon such budget and any modifications thereof approved by the Board of Managers, the Unit Owners will be charged for the cost of the operation of the Condominium in accordance with their percentage of interest in the Common Elements. The Board of Managers may commence the collection of Common Charges upon the closing of title to the first Unit or thereafter in such amount as will be necessary to carry out the duties of the Board of Managers, as set forth in this Offering Plan. Such Common Charges shall be paid by the Unit Owners and by Sponsor as Owner of Units that have not been sold to bona fide Purchasers. Each Unit Owner will be responsible to pay the Common Charges allocable to their Unit monthly in advance on the first day of each month, commencing with the closing of title to their Unit. Common Charges assessed during the month in which title closes shall be adjusted between the Purchaser and the Sponsor as of the Closing Date, if collection of Common Charges has commenced on or before said date.

The Common Charges assessed by the Board of Managers, in addition to covering the cost of repairing and maintaining the Common Elements including but not limited to, fire and liability insurance covering the Condominium, electricity for the Common Elements, water, audit and legal expenses and reserves for capital expenditures, may include, in the discretion of the Board of Managers, other reserves, working capital and other sums necessary to carry on the affairs of the Condominium.

The Common Charges will not include maintenance, repairs or decoration of any Units or portions thereof (except for structural repairs and Units acquired by the Board of Managers), payments required pursuant to the terms of any Unit Owner's mortgage, or real estate taxes covering the individual Units.

The liability of each Unit Owner for the payment of the Common Charges thereafter assessed or becoming due against their other Unit, shall terminate upon a permissible sale, transfer or other conveyance of such Unit together with the appurtenant interest in the Common Elements made by him or her in accordance with the applicable provisions of the By-Laws. In addition, any Unit Owner may, subject to the terms and conditions specified in the By-Laws, convey their Unit together with the appurtenant interest to the Board of Managers or its nominee on behalf of all other Unit Owners, without any compensation, and in such event shall be exempt from Common Charges thereafter assessed. A Purchaser of a Unit shall be required by the Board of Managers to pay unpaid Common Charges assessed against the Unit prior to their acquisition, except that a mortgagee acquiring title to the mortgaged Unit or a Purchaser at a foreclosure sale shall not be liable for such charges and the Unit shall not be subject to a lien for the payment of the Common Charges assessed prior to the acquisition of title thereto by a mortgagee or Purchaser at a

foreclosure sale. However, such mortgagee or Purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title. After the Board of Managers files a lien for unpaid Common Charges and in the event the lien is foreclosed by the Board of Managers, if the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid Common Charges or if a Unit is acquired by a mortgagee or Purchaser in foreclosure, the unpaid balance shall be charged to all Unit Owners as a Common Expense. If there is any surplus remaining from the proceeds of a foreclosure sale after payment of the indebtedness and all the expenses of the sale, the surplus shall be paid to the Unit Owner.

Pursuant to §339-z of the Condominium Act, the Board of Managers, on behalf of the Unit Owners, will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Under §339-aa of the Condominium Act, a lien for non-payment of Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the office of the County Clerk in Kings County, and until all sums secured thereby, with the interest accrued thereon at twelve percent (12%) per annum 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 (6) year period), whichever is earlier. The lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges, without necessarily filing the lien. Sponsor will cause the Board of Managers to file a lien, as provided in §339-aa of the Condominium Act, on Units in which a Purchaser is more than ninety (90) days in arrears of Common Charges while it is in control of the Board of Managers. Sponsor will cause the Board of Managers to file a lien, as provided in section 399-aa of the Condominium Act, on Units in which Sponsor is more than thirty (30) days in arrears of common charges while it is in control of the Board of Managers.

Pursuant to §339-kk of the Condominium Act, if a non-occupying owner rents any Unit to a 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, upon notice in writing, all rental payments from the tenant shall be directly payable to the Condominium Association.

If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board of Managers shall provide a timely written notice to the tenants, the non-occupying owner, and the Permitted Mortgagee, providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the Board of Managers has been elected by and from among the Unit Owners who are in occupancy, the Board of Managers may elect not to require that rental payments be made payable to the Condominium. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three (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 Condominium's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers, which must be held within thirty

(30) days of the date that such Board of Managers receives notice that such owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. Payment by a rental tenant to the Condominium Association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

Notwithstanding the foregoing, 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 the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the mortgagee. If the Condominium Associations lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

Sponsor is reserving the right to delay the collection of Common Charges. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers.

Additions, Alterations, Improvements, and Repairs

Generally, all painting, decorating, maintenance, repairs and replacements in or to (a) any Unit including Limited Common Elements to the Unit (other than to the Common Elements contained therein), will be made by the Unit Owner at the Unit Owner's sole cost and expense; and (b) in or to the Common Elements will be made by the Board of Managers and the cost thereof will be a Common Expense.

No Unit Owner may make any addition, alteration or improvement to the Common Elements.

No Unit Owner shall make any addition, alteration, repair or improvement in their Unit, Limited Common Elements, or to the Common Elements appurtenant to their Unit, without the prior written approval of the Board of Managers, which approval will not be unreasonably withheld, provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. Notwithstanding anything to the contrary

contained herein, Sponsor shall be permitted to make any lawful alterations to Unsold Units without the consent of the Board of Managers except for structural alterations that would have a material effect on the structural integrity of the Building. In addition, no such additions, alterations or Unit Owner's improvements may be made unless the consent of the Unit mortgagee (if any) is obtained, if such consent is required under the terms of the Unit Owner's mortgage. Except as otherwise provided with respect to alterations by the Sponsor or Successor Sponsor, no application shall be filed with the New York City Buildings Department or with any other governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing executed by the Board of Managers. Such execution shall not subject the Board of Managers or any of its members to any liability to any contractor, subcontractor, material man, architect or engineer, by reason of such addition, alteration or improvement or to any person having any claim for injury to person or damage to Property arising therefrom. If requested by the Board of Managers, a Unit Owner shall indemnify the Board of Managers for loss, damage or liability resulting in any way from execution of any such documents executed by the Board of Managers or any of its Members.

Prior to and as a condition of granting consent to the making of an alteration, addition, repair or improvement to a Unit, the Board of Managers may require the Unit Owner to deliver plans and specifications to the Board of Managers and to execute an agreement in the form required by the Board of Managers, setting forth the terms and conditions under which the proposed work is to be done, including, without limitation the days and hours during which the work is to be done. The Unit Owner shall also provide the Board of Managers, if required, with a copies of all insurance policies in the form required by the Board of Managers insuring all work to be performed by the Unit Owner and naming the Condominium and mortgagee, if applicable, as an additional insured.

The public areas of the Condominium and those residential areas exposed to public view or other Unit Owners shall be kept in good appearance, in conformity with the dignity and character of the Building, as determined by the Board of Managers in its sole discretion, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by the Board of Managers, and (ii) each Unit Owner with respect to interior surfaces of windows and shades, venetian or other blinds, drapes, curtains, or other window decorations in or appurtenant to such Unit Owner's Unit. To promote a consistent appearance of the Building from the outside, no Residential Unit Owner shall be permitted to enclose, erect a greenhouse, and/or alter a terrace or balcony appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior written approval of the Board of Managers. The Board of Managers may issue regulations concerning the size, type, and color of window treatments to be installed on the windows of Units in other to provide a visually harmonious appearance. The Board of Managers may limit the types of personal items, furnishings, and plantings that may be placed on terraces or balconies appurtenant to a Unit.

All maintenance, repairs and replacement of the Common Elements of the Property, including, but not limited to, exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the Common Elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a Common Expense, except where such repair or replacement is necessitated by the negligence, misuse or

neglect of a Unit Owner, in which event the cost and expense shall be assessed to and paid for by such Unit Owner, together with an administrative expense equal to 20% of all costs in connection therewith. All repairs, replacements, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, or the exterior surface of any Building, including roofs, or to portions of the Building exposed to public view or other Unit Owners shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor.

In the event that a Unit Owner fails to make any maintenance replacements or repair, which maintenance, replacements or repair is necessary to protect any of the Common Elements, any other Unit, or, in the event of service of a violation notice covering the Unit upon the Board of Managers from a governmental authority having or asserting jurisdiction, the Board of Managers shall have the right to make such maintenance, replacements or repair (after the failure of the Unit Owner to do so after ten (10) days' written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs, replacements, and/or maintenance, together with an administrative expense equal to 20% of all costs in connection therewith. In the event that the Board of Managers charges a Unit Owner for repairs, replacements or maintenance to their Unit or for repairs to any Common Elements, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common Charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit to compel payment. In the event the Board of Managers brings a suit, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

Windows to a Unit, including window glass and window frames, and entrance doors to a Unit or Limited Common Element shall be repaired and replaced by the Unit Owner at the Unit Owner's cost and expense unless otherwise decided by the Board of Managers or by vote of Unit Owners to clean, repair, or replace the windows and/or doors of multiple Units, in which case such cost and expense shall be a Common Expense.

The Board of Managers and/or any agent of the Board of Managers shall have the right of access (which right shall be an easement) to inspect any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit or appurtenant to such Unit, or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage covering another Unit, or for the purpose of removing violations or curing defaults by Unit Owners, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use for which the Unit was intended. Such entry shall be permitted on not less than two (2) days' notice, except that no notice will be necessary in the case of an emergency.

There is no known mold growth at the Property. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains their Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that they take the necessary precautions to prevent

mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance, including water damage, insuring the Building, including all of the Units and the bathroom and kitchen equipment initially installed therein by the Sponsor, together with all heating, air conditioning equipment and other service machinery contained therein (but not including wall, ceiling or floor decorations or coverings, or furniture, furnishings, fixtures, equipment or other personal property supplied or installed by Unit Owners), covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Building (exclusive of the cost of excavations, pilings and foundations). Each of such policies shall contain a New York Standard Mortgagee Clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payable provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth, and such other insurance as the Board of Managers may determine.

The amount of fire insurance to be maintained on the Building upon the transfer of title to all Units and until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will not be less than one hundred percent (100%) of replacement value of the Building. The Board of Managers shall review the amount of fire insurance annually. Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy.

The Board of Managers will arrange for repair of the Units in the event of a casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units after fire, casualty or condemnation see Article 10 of the By-Laws which provides, among other things, for Unit Owners' approval to reconstruct in the event seventy-five percent (75%) or more of the Units are destroyed or substantially damaged. In the event of a casualty loss, the Unit Owner will continue to pay the Common Charges on their Unit.

The proceeds of all policies of physical damage insurance carried by the Board of Managers shall be payable to the Board of Managers in the event of a casualty loss amounting to $100,000 or less, and to the "Insurance Trustee" if the loss shall amount to more than $100,000 to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners, as hereinafter set forth. The Insurance Trustee shall be designated by the Board of Managers and shall be a bank or trust company located in the State of New York. Until such time that the mortgage lien held by the Sponsor's remains outstanding, the Lender shall act as Insurance Trustee.

The comprehensive general liability insurance policy to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners, will have a limit of $1,000,000, covering all claims arising out of any one occurrence in the Common Elements and a limit of $2,000,000 in the aggregate, a portion of which may be covered via an umbrella policy.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense. The Board of Managers may also obtain and maintain, to the extent obtainable: (1) fidelity insurance covering all officers and employees of the Condominium who handle Condominium funds; (2) worker's compensation insurance; and (3) in order to limit the liability of Unit Owners for personal injury and tort, comprehensive general liability insurance covering each Member of the Board of Managers and each Unit Owner for such amounts as the Board of Managers may deem proper. The Board of Managers shall review such limits once each year. See Schedule B for the estimated cost of insurance for the Condominium for the First Year of Operations.

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

In addition to the insurance set forth herein, Unit Owners must obtain supplemental or additional insure their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

The Board of Managers is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum coverage as established by the Board of Managers from time to time and (b) owner's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements, and betterments and loss due to water damage). The insurance required above shall be written in form reasonably satisfactory to the Board of Managers by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) day's written notice from the Board of Managers or the Managing Agent, the Unit Owner shall deliver to the Board of Managers a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Board of Managers. The Board of Managers and the Managing Agent shall not be responsible for ensuring that Unit Owners

are insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner. Sponsor will maintain commercially reasonable insurance coverage for each of the Units owned by Sponsor after closing.

Restrictions on Occupancy and Use

Restrictions on and conditions for occupancy of Units, including aesthetic controls and limitations on business and professional use, appear in the Rules and Regulations appended to the By-Laws in Part II of the Offering Plan. In addition, the Units will be restricted to residential uses as well as "home occupation" uses as defined in the Zoning Resolution in Section 12-10. Home occupations cannot have more than one (1) employee and not more than twenty-five percent (25%) of a Unit's space may be dedicated to such use.

The following uses are prohibited for any Unit; any use that in the reasonable judgment of the Board of Managers would impair or threaten the structural integrity of the Building or the life, health, safety, protection, or security of Unit Owners, tenants, or occupants of Units; any use that violates applicable laws; any use that results in, or in the reasonable judgment of the Board of Managers would result in, the cancellation or notice of cancellation of insurance maintained by the Board of Managers; any use that increases, or in the reasonable judgment of the Board of Managers would increase, the rate of insurance for the Property above the rate in effect at the date of recording the Declaration, unless the Unit Owner responsible for such increase pays the additional premium therefor as a specially allocated expense; any use inconsistent with or in violation of its permitted use or in the reasonable judgment of the Board of Managers is an unreasonable and substantial annoyance or nuisance to a Unit Owner or tenant of a Unit or an unreasonable, substantial, and repeated interference with the peaceful possession or proper use and enjoyment of another Unit or the Common Elements for their intended or permitted purposes as stated in the Declaration and By-Laws; any use of the Common Elements causing or comprising waste; any use involving the storage, purchase, sale, disposal, or release or other disposition of any hazardous, toxic, or radioactive material, matter, substance, or waste that is or becomes regulated under applicable law (unless the products are properly used and stored in accordance with applicable law); any use of a Unit or any portion thereof by any international organization, unless such international organization waives its sovereign or diplomatic immunity in conformity with the terms of the Declaration; any change in use that would require a new or amended Certificate of Occupancy that would affect the permitted use of another Unit; or any of the following uses:

- an establishment of any type or nature which uses any portion of a Unit (i) to sell, afford, or permit on premises sexual stimulation or sexual liaisons; (ii) to permit or present obscene, nude, or semi-nude performances, modeling, or sexual services, (iii) to sell or display "rubber goods" or other sexual or erotic products not commonly found in national chain pharmacies; or (iv) to sell, display, rent, or permit the viewing of "X" rated videos, photographs, books, products, or other

material

- a facility for the sale of paraphernalia for the use of illicit drugs or controlled substances not commonly found in national chain pharmacies
- an office, clinic, or other facility for drug rehabilitation or treatment center
- a military recruitment office
- a homeless shelter, soup kitchen, or similar use
- any form of spiritualist services, such as a gypsy, fortune teller, palm reader, or card reader
- a laboratory or facility which creates or handles medical or toxic waste
- a funeral parlor, chapel, or facility for the sale or display of tombstones or monuments or other death-related business, including cremation or euthanasia
- a labor union
- a messenger service
- a warehousing or storage facility
- a dry cleaning or other laundry facility or any business that uses toxic chemicals in the normal course of business
- a dating or escort service
- an office or other facility for any local, state, or federal governmental agency
- any use of "barkers" or other similar outdoor solicitation
- a pawn shop
- an off-track betting parlor
- the sale or grooming of pets
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like
- a massage parlor

A summary of some of the rules governing the occupancy and use of Units follows:

Owners of a Unit, members of their families, their employees, guests and their pets shall not use or permit the use of the Premises in any manner which would be illegal or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium. Sponsor shall not use or permit the use of the Premises in any manner which would be illegal.

No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of their Unit.

No Unit Owner or any of their agents, servants, employees, licensees, or visitors shall at any time bring into or keep in their Unit any inflammable combustible or explosive fluid, material, chemical or substance, except for normal household use.

No Unit Owner shall make or permit any disturbing noises in their Unit, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a computer for purposes of listening to music, phonograph, tape, radio or television set or similar loud device in such Owner's Unit between the hours of 12:00 Midnight and the following 7:00 A.M. if the same shall reasonably disturb or annoy other

occupants of the Building and in no event shall 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 garments, rugs, etc., shall be hung from the windows or from any part of the Building or balconies or clotheslines strung, on, across or over the Common Elements or the Limited Common Elements (including any irrevocably restricted areas).

No sign of any kind shall be displayed to the public view on or in any Unit.

No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion. In no event shall more than two (2) animals be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash.

Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

No Unit Owner shall leave or permit any personal property (i.e., bicycles, carriages, etc.) to be left in the hallways, corridors, lobby or other common areas or to be left on the terraces, unless in a place specifically designated for same, by the Board of Managers or the Managing Agent.

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for

the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

Limited Common Elements and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner. There are fences that separate the private terraces, the mechanical unit area and the outdoor accessory recreation area; fences are constructed from metal sheets, 4'-6" high.

The provisions set forth above shall not be applicable to the Sponsor, however Sponsor must still comply with applicable laws. For so long as Sponsor owns at least one Unit, the Sponsor and its nominees and agents shall have the right and privilege to maintain general and local sales offices in and about the Condominium, including any model Units located within the Condominium Building or elsewhere throughout the Property, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective Purchasers, to utilize the Common Elements and without limitation, to do any and all things necessary and incident to the sale of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein. The foregoing right is limited to Common Elements and Unsold Units and Sponsor shall not unreasonably interfere with Unit Owners' use and enjoyment of their Units and Limited Common Elements.

For so long as Sponsor owns at least one Unit, the Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to market and sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. The Sponsor shall have the right to use Common Elements and Limited Common Elements in the construction, repair or otherwise in connection with the building and maintenance of the Building.

The Board of Managers shall sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such addition, alteration or improvement made by Sponsor or Successor Sponsor to any Unit, provided, however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers. However, Sponsor shall not make any material changes to the Condominium without a duly filed amendment to the Offering Plan.

Compliance with By-Laws and Rules and Regulations

Rules and regulations concerning the use of the Property and Units may be promulgated and amended from time to time by the Board of Managers, provided that copies of such Rules and Regulations are furnished to each Unit Owner prior to the time that they become effective. The initial Rules and Regulations of the Condominium are contained in Part II of the Offering Plan.

Each Unit Owner must comply strictly with the By-Laws and the rules, regulations, resolutions and decisions adopted pursuant thereto. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance.

A Manager may be removed for cause by a majority vote of the Unit Owners.

The powers of the Board of Managers are set forth in Article 2 of the By-Laws. Among those powers and duties necessary for administration of the affairs, which generally include all powers and duties relating to the Property and business affairs of the Condominium other than that specifically directed or required to be done by the Unit Owners personally, including, without limitation, the following:

(i) To determine the amount of, collect and disburse the Common Charges, including the right to accumulate a reserve for capital replacements.

(ii) To make reasonable Rules and Regulations in addition to those set forth in the By-Laws and to enforce them.

(iii) To employ others, including a management agent, and to delegate powers.

(iv) To maintain, make repairs to and replacements of the Common Elements and Limited Common Elements including exterior walls, roofs, pipes, wire conduit and public utility lines, any of which is located in one Unit and services another Unit, and painting of exterior surfaces of doors and windows which open from a Unit. However, a Unit Owner shall be responsible for the maintenance of their Unit including electric repairs, plumbing stoppage, window cleaning, painting and decorating in the Unit, all glass breakage, pipes, wires and conduits in and servicing the same Unit and repairs and replacements to the Unit.

(v) To choose officers of the Condominium which officers shall include a President who shall be the chief executive officer of the Condominium, shall preside at all meetings of the Unit Owners and Board of Managers and be an ex-officio member of all committees; a Secretary who shall record all votes and take and keep minutes of all meetings of the Unit Owner and Board of Managers; and a Treasurer who shall be responsible for overseeing the finances of the Condominium funds and for keeping the financial budget and record of the Condominium or overseeing them if kept by the Managing Agent.

(vi) To maintain Condominium bank accounts.

(vii) To bring and defend actions on behalf of the Condominium including foreclosure of liens for unpaid Common Charges.

(viii) To acquire title to any abandoned Unit or Units under foreclosure.

(ix) To make repairs, restore or alter any Unit or the Common Elements after damage by fire or other casualty or condemnation.

(x) To enter a Unit when necessary for the maintenance, care and preservation of the Property.

(xi) To furnish annually, at the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners meeting. A Unit Owners, their representatives and mortgagee may examine the Condominium books and records upon reasonable notice and during normal business hours.

(xii) To act as an agent of those Unit Owners, if any, who give their written authorization to apply to the New York City real estate tax assessment agency by filing a single protest or complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Unit Owners for whom it is acting as agent and charge those Unit Owners a pro-rata share of expenses, disbursements and legal fees.

Right of Action

The Board of Managers and any aggrieved Unit Owner shall have the right of action against Unit Owners or the Board of Managers for failure to comply with the Declaration, By-Laws, or decisions of the Board of Managers.

Matters between a Non-Residential Unit Owner and the Board of Managers required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the rules of the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not be in existence and has no successor organization, any such arbitration shall be held before an arbitrator appointed by a court of competent jurisdiction. The parties to any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws may, by written agreement, vary any terms of Article 16 of the By-Laws, and may agree to resolve the matter in any manner, including, without limitation, the manner set forth in §3031 of the New York Civil Practice Law & Rules and known as the Simplified Procedure for Court Determination of Disputes. The decision in any arbitration conducted pursuant to the terms of Article 16 shall be binding upon all of the parties thereto and may be entered in any court of competent jurisdiction.

Enforcement of Sponsor's Obligations

Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. Sponsor agrees that during the Sponsor Control Period it will in its capacity as the Board of Managers enforce such obligation when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose. The Board of Managers has a fiduciary duty to act in the best interest of the Condominium, even during the Sponsor Control Period.

Voting

Each Unit Owner, or some person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to the Unit Owner's Unit at all meetings of Unit Owners. The total number of votes of all Unit Owners shall be 1,000,000 and each Unit Owner shall be entitled to cast one vote at all meetings of the Units Owners for each .0001% of Common Interest attributable to their Unit(s).

Notices to Permitted Mortgagees

The Permitted Mortgagee will be notified within ten (10) days by certified or registered mail, with a "return receipt" requested in the event of the following:

(i) Any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage;

(ii) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;

(iii) A lapse, cancellation, or material modification of any insurance policy maintained by the Condominium Association; and

(iv) Any proposed action that requires the consent of fifty-one percent (51%) of the Permitted Mortgagees.

THE FOREGOING SUMMARY IS NOT INTENDED TO BE A COMPLETE DISCUSSION OF THE BY-LAWS OR DECLARATION. PROSPECTIVE PURCHASERS OR THEIR ATTORNEYS OR ADVISORS SHOULD REVIEW THE BY-LAWS, DECLARATION AND OTHER IMPORTANT DOCUMENTS SET FORTH IN PART II OF THE OFFERING PLAN.

REAL ESTATE TAXES

Real estate taxes are assessed and collected by the City of New York. The Residential Units will be classified as Tax Class 2 property (more than three units or three floors) upon completion of the improvements.

Once Units are separately assessed for real estate taxes, each Unit Owner will be responsible only for payment of the tax bill attributable to Unit Owner's Unit, and will not be responsible for paying the tax bill attributable any other Unit. Likewise, with separate assessments, one Unit cannot be subject to a tax lien arising out of another Unit Owner's failure to pay the taxes due on that other Unit Owner's Unit.

Certain Purchasers of Residential Units, including senior citizens and veterans, may be exempt, in whole or in part, from real estate taxes. Each potential Purchaser should consult their own tax advisor as to the availability of such exemptions.

Submission of the Declaration and Tax Lot Drawings to the New York City Real Property Assessment Bureau for review is one of the first steps in the process by which the Units will become separate tax lots. The timing of this submission generally depends upon the date the Offering Plan is declared effective, as typically the submission is not made until that time. As of the date of this Offering Plan, Sponsor has no reason to anticipate any delay other than normal governmental processing time in effectuating creation of separate tax lots and individual Unit assessments.

Purchasers are advised, however, that due to the City's schedule in assessing real property generally, it is possible that separate assessments of Units may not be made for six to twelve months after separate tax lots legally are established. That is, separate tax lots may be established (thereby enabling Sponsor to convey Units to Purchasers), but separate assessments may follow some months later. Thus, for a period of time following establishment of separate tax lots, one tax bill may still be rendered for the entire Property. Details of how the tax bill will be paid under these circumstances and Purchasers' responsibilities for contributing their proportionate share of same, are included in Part I of this Offering Plan, "Unit Closing Costs and Adjustments."

Assessment and Tax Certiorari Proceedings

The Board of Managers shall have the right accorded board of managers in §339-y of the Condominium Act, on behalf of and as agent for any Unit Owner who has given written authorization to the Board of Managers, to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Unit, as set forth in the By-Laws. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom. The Board of Managers may retain legal counsel on behalf of Unit Owners for which it is acting as agent and charge all such Unit Owners a pro-rata share of expenses, disbursements, and legal fees, for which charges the Board of Managers shall have a lien as if for Common Charges, pursuant to §339-z of the Condominium Act. If any Unit Owner seeks individually, to have the assessed value of said Owner's Unit reduced, by bringing a separate tax certiorari proceeding, the Board of Managers, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided such Unit Owner indemnifies the Board of Managers and all other Unit Owners from all costs, claims and expenses (including, without limitation, reasonable attorney's fees and expenses), resulting from

such proceedings.

There are no tax certiorari proceedings currently pending for the Property.

Real Estate Tax Projection

The New York City Department of Finance assesses the values on all New York City residential and commercial properties annually. The Department of Finance releases tentative assessments of the property value of every property in January of every year and final assessments every May, prior to the beginning of each tax year, which begins July 1. Real Property tax rates, set each year by the City Council are applied to these property values to determine each homeowner's annual tax liability.

The property tax assessment process commences when the city's assessors determine the *market value* of the property. Despite the given name "*market value"*, this value has little to do with the actual value of the property (what someone would actually pay for acquisition of the property). In some neighborhoods the *market values* are close to actual property values. In others they can be as little as 5% of true values. Even within neighborhoods there can be wide variations. Property tax is only levied on a portion of the *market value*. This portion is called the *assessed value*. In regard to Condominiums with more than three (3) dwelling units, taxes are levied on 45% of the *market value*.

Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter set forth subsequently in Part I of this Offering Plan supplied by Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP., 6 East 45th Street, Seventh Floor, New York, NY 10017 ("Property Tax Professional"). Post-construction real estate tax estimates were made by Property Tax Professional. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter by Property Tax Professional to provide prospective purchasers the information related to the property taxes for the Building set forth herein; Sponsor and Sponsor's counsel are not property tax experts, have not independently verified the Property Tax Projection Letter, and make no judgment as to its accuracy. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by Property Tax Professional thoroughly and to consult with their own tax counsel or expert regarding same. See the Property Tax Projection Letter dated August 3, 2020, set forth at the end of the section "Real Estate Taxes". The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete.

The Property Tax Projection Letter provides, in part, that upon conversion to a condominium, the Residential Units will be designated Tax Class 2, the Community Facility Units and Non-Residential Units will be designated Tax Class 4, and the 2021/2022 final assessment roll will only reflect a land assessment when it is published in May 2021; the first-year budget incorporates 6 months under the 2021/2022 tax year and 6 months under the 2022/2023 tax year where the Building is also assessed. Property Tax Professional assumed a Tax Class 2 tax rate of 12.3% and a Tax Class 4 tax rate of 10.8% for tax year 2021/2022 and 2022/2023.

Estimated Residential Assessed Value 2021/2022 tax year:	$7,434,394
Estimated Residential Tax Liability 2021/2022 tax year:	$951,602

Estimated Residential Assessed Value 2022/2023 tax year:	$13,474,839,
Estimated Residential Tax Liability 2022/2023 tax year:	$1,657,405

The first year of operations is 50% of tax year 2021/2022 and 50% of tax year 2022/2023. Therefore, the Property Tax Professional has estimated a residential tax liability of $1,285,918for the first year of operations and $1,657,405 for the full post-construction tax year.

Estimated Non-Residential Assessed Value 2021/2022 tax year:	$565,606
Estimated Non-Residential Tax Liability 2021/2022 tax year:	$72,398
Estimated Non-Residential Assessed Value 2022/2023 tax year:	$1,025,161
Estimated Non-Residential Tax Liability 2022/2023 tax year:	$110,717

The first year of operations is 50% of tax year 2021/2022 and 50% of tax year 2022/2023. Therefore, the Property Tax Professional has estimated a non-residential tax liability of $90,144 for the first year of operations and $110,717 for the full post-construction tax year.

As the Community Facility Unit and Unit 210 will be owned by the Condominium, the real estate taxes will be paid by the Condominium as a Common Expense. The carrying costs budgeted for the Community Facility Unit include $3,387.50 in real estate taxes. The carrying costs budgeted for Unit 210 include $11,678.08 in real estate taxes.

The Schedule A set forth in Part I of the Offering Plan allocates the estimated real estate taxes for the First Year of Operations to all Residential Units based on each Residential Unit's Common Interest. However, Sponsor makes no representation that the New York City Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest. Purchasers are urged to review the Property Tax Projection Letter with their own counsel to understand the tax implications on their Unit. After the Condominium is divided into individual tax lots by the Department of Finance, each Unit will be taxed as a separate tax lot for real estate tax purposes, and individual Unit Owners will not be responsible for, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units. Every January, the New York City Department of Finance mails property owners a Notice of Property Value. Every May, the New York City Department of Finance issues a final assessment. After the Declaration and Tax Maps are filed, until the New York City Department of Finance issues the next Notice of Property Value or final assessment, an assessment of each Unit may not be shown on the New York City Department of Finance website even if the New York City Department of Finance has apportioned the real estate taxes for each Unit.

The policy of the New York City Department of Finance is to apportion each Unit's real estate taxes based on its Common Interest. However, the City of New York is not bound by the allocation of Common Interests and may allocate on a different basis. SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS, OR THE TAX RATE WILL NOT BE CHANGED.

There is no assurance the taxing authority will allocate taxes based on relative apartment size, apartment height, and unit-specific features, as provided in the analysis by Property Tax Professional. It is therefore possible that owners of Units having the same percentage of Common Interest will pay different amounts of real estate taxes.

No representation or warranty can be made as to (a) whether there will be (i) a further increase in the actual valuation of the Property during the projected budget year or (ii) an increase in the assessed valuation of the Property by reason of the condominium conversion or otherwise, or (b) the method of determining the assessed valuation (whether on a rent roll, market or other basis) or (c) the amount of any increase in the assessed valuation of the Property.

If separate tax assessments have not been made for individual Units prior to the closing of title to a Unit, Sponsor will collect from each Purchaser at closing, and will place in escrow in a separate account established by the Sponsor for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes). If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. Until separate tax assessments have been made for individual Units, a Purchaser that obtained financing may have to maintain a second tax escrow account with their lender. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article 2.6. of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a Special Assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

If the actual taxes due are lower than the amount collected and held in escrow, then (i) the Board of Managers shall pay the Unit Owners their proportionate share of any excess if the Board of Managers collected the escrow, and/or (ii) Sponsor shall pay the Unit Owners their proportionate share of any excess if Sponsor collected the escrow.

Prospective Purchasers are advised to read the full text of the Property Tax Projection Letter on the following page for details about the projected real estate tax assessments.

ICAP

The Industrial Commercial Abatement Program ("ICAP") is a tax abatement program covering nonresidential construction projects located in the City of New York. It is designed as a tax incentive to encourage construction or rehabilitation of commercial properties. Buildings (and

nonresidential condominium units) such as parking garages, retail buildings, community facility, shopping centers, office building, factories, hotels and warehouses are among the eligible type of properties, although they each receive different benefit amounts depending upon the location and use. The ICAP program has replaced the previous nonresidential tax incentive program known as the Industrial and Commercial Incentive Program (ICIP). ICIP granted tax exemptions based on the increase in assessed value resulting from new construction or renovation, the ICAP program grants tax abatements based on the increase in real estate taxes resulting from new construction or renovation.

Provided the technical requirements of the ICAP law are satisfied as implemented and interpreted by the New York City Department of Finance, the property is entitled to the tax abatement as-of-right and the New York City Department of Finance does not have discretion with which to deny the tax abatement. In order to be eligible for the Industrial Commercial Abatement Program, a preliminary application for such tax benefits must be filed prior to commencement of construction. A preliminary ICAP application and building permits must be filed timely. The current ICAP law covers eligible work commenced prior to March l, 2022. In addition to filing the preliminary ICAP application prior to the issuance of the building permit and commencement of construction, a final application for ICAP tax benefits must be submitted to the Department of Finance within one year after the initial permit is issued by the Department of Buildings. Applicants for the ICAP program must make a minimum required expenditure equal to at least 30% of the taxable assessed value of the property no later than four years from the date the building permit was first issued or from the start of construction if no permit is required. In addition to timely filing a preliminary application and meeting the minimum required expenditure, the law also requires that the annual real property income and expense statement be filed with the New York Department of Finance, a report of all current construction be filed with the Department of Finance on a semiannual basis and a final application for ICAP benefits be filed within one year after the date the first building permit was issued for construction work. Once the ICAP application has been approved, there is a requirement to file a bi-annual Certificate of Continuing Use with the Department of Finance certifying as to the current use of the property and other miscellaneous information. In addition to the filings with the Department of Finance, there are also additional filing requirements with the New York City Department of Small Business Services. The filing with the Department of Small Business Services is predominately a paperwork requirement but also requires an outreach to minority and women contractors.

The ICAP tax benefit is an abatement of real estate taxes by the amount by which the post completion real estate tax on a building exceeds 115% of the preconstruction tax. Therefore, the ICAP tax benefit does not eliminate real estate taxes, it only results in a partial, but nevertheless substantial, abatement of the real estate taxes. The ICAP law does not provide any benefits during the construction period. The preconstruction and post construction taxes are both calculated utilizing the tax rate from the preconstruction year. The ICAP benefit in this area is set for 15 years, with 100% of the increase in assessed value that exceeds 115% of the prior assessed value multiplied by the prior tax rate used to determine the extent of the ICAP benefit. This 100% amount last for eleven years and then phases out starting in the twelfth year of the ICAP benefit at a rate of 80%-60%-40%-20% of the original benefit in the final four years. The benefit is slightly different if the designated area contains retail footage. ICAP tax benefits commence in the first tax year that occurs after the tax status date that immediately follows completion of construction.

TUCHMAN, KORNGOLD, WEISS, LIEBMAN & LINDEMANN, LLP
COUNSELORS AT LAW
6 EAST 45TH STREET
SEVENTH FLOOR
NEW YORK, N. Y. 10017
(212) 687-3747
FAX: (212) 599-4459

PAUL J. KORNGOLD
DONALD LIEBMAN
ERIC LINDEMANN*
BRETT J. GOTTLIEB

GRACE A. BETANCOURT
PHILIP M. PLATZ**
ANDREW ZEYER

*ALSO ADMITTED IN CT
**ALSO ADMITTED IN NJ

REAL ESTATE TAX OPINION OF ELIGIBILITY

August 3, 2020

4th Avenue Development Owner LLC
c/o Level One Holdings
150 Central Avenue
Brooklyn, New York 11221

RE: 58 St. Marks Place
Block 395, Currently Lot 30
Borough of Brooklyn
City of New York

Dear Sir or Madam:

This letter is in response to your request for an opinion and projection of the estimated real estate tax assessments and taxes upon the completion of construction and creation of a condominium. You have requested our opinion concerning the real property tax assessment to be levied upon the captioned premises as well as the taxes for the budget year for the first year of condominium operation which you have advised us will be the period January 1, 2022 to December 31, 2022, as well as the first post construction tax year which will be the period July 1, 2022 to June 30, 2023. You have advised us that the project will consist of the construction of a residential multiple dwelling containing one hundred six residential units plus a commercial unit. You have also advised us that construction has commenced and you expect construction to be completed by the late fall of 2021.

In order to prepare this letter and the opinion set forth herein, we have been supplied with certain information upon which we have relied. This information includes your acquisition cost and the estimated construction costs. We have also been supplied with a square footage analysis of the project and your estimated post construction operating expenses. With the exception of information that is on publicly accessible web sites maintained by agencies of the City of New York, the factual information contained in this letter is based entirely on information provided to us by you or your agents and we have made no independent investigation of such information. This opinion letter and projection of future real estate tax assessments and taxes is provided solely as an estimate of such assessments and taxes and we accept no liability in the event the opinions expressed herein are not accurate. The projection of real estate taxes for years into the future is highly speculative and subject to change. accurate. The estimate of real estate taxes for years into the future is highly speculative and subject to change. This estimate has not considered the effect of the current Corona Virus pandemic, it is unknown how this will affect assessed values going forward and therefor was not factored into this estimate.

In predicting the future assessed value, we have given consideration to the following factors:

1. The current claimed standard of assessment used by the Real Property Division of the New York City Department of Finance is to assess at 45% of economic value.

2. The estimate of the cost of the construction.

3. The potential capitalized net income of the property if operated as a rental.

4. Tax Assessments of comparable properties.

Tax Assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding June 30. The status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning that July 1. The final assessment roll containing the final 2020/2021 assessed values was published on May 25, 2020. The final 2020/2021 assessment roll showed the following value for vacant residential land:

Block/Lot	Actual Assessed Value	Tax Class
395/30	$312,300	2

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore the prices that are set in any condominium offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by the sponsor, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The residential condominium units will be designated as tax class 2 property and will pay on the class 2 tax rate and the commercial unit will pay on the class 4 rate. The 2020/2021 tax class 2 residential tax rate has been set at $12.267 for each $100 of assessed valuation and the tax class 4 commercial tax rate has been set at $10.694 for each $100 of assessed valuation.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between one year and the next is phased in over a five year period in equal installments. The five-year phase in does not apply to new construction or other increases due to physical improvements to the property.

Increases due to such physical improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation. We believe that there will be an increase in value for the 2021/2022 and 2022/2023 tax years as a result of the new construction which will be placed on the assessment roll immediately and not subject to the five year phase in. In future years, any increases in assessed value will likely result in the taxable assessment being increased and based on a phased-in transition assessed value.

We have been advised that in determining the assessed values for the individual units, since November 28, 2005 the revised procedures of the New York City Department of Finance calls for the locking-in of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Survey office and registered at the City Register. Thus the allocation of the assessed value of all units should be based on the common interest as set forth in the condominium declaration. You have advised us that the common interest percentages have assigned 92.9299% of the proposed assessed value to the residential units, and 7.0701% of the proposed assessed value to the commercial unit.

In June of 2019, the New York State Legislature passed legislation extending property tax abatements for homeowners in New York City cooperatives and condominiums through June 30, 2021 at the rate of 17.5% with buildings with average assessments greater than $60,000 per unit and a greater percentage for buildings with a lesser average per unit. Governor Cuomo has now signed this bill into law. Assuming the post construction assessed value is set as estimated in this letter, the abatement **for eligible unit owners** would be set at 17.5% of the annual taxes. A unit owner must acquire title by January 5 and an application must be timely filed with the New York City Department of Finance to be possibly eligible for the abatement for immediately successive tax year. The law makes additional changes from the original abatement law which will eliminate such abatement benefits for units which are not the primary residence of the owner. The law further limits the benefits to a maximum of three units in the building, one of which must be the primary residence of the owner. Units owned by corporations or LLC's are not eligible. It is unknown at this time if unit owners will have acquired their ownership interests at a point in time by which they will be eligible to apply for this abatement or if this law will be reenacted. Therefore, in predicting the taxes on this building we have not given any consideration to this tax benefit. Unit owners are advised to beware of various filing deadlines that may be included in the renewed law as well as possible changes in the level of abatement and eligibility.

We caution you that it is likely that there will not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective. You should explain in your offering plan how taxes are to be allocated among unit owners prior to the apportionment of the tax lots which may be substantially different than the numbers set forth herein. We have also assumed that for the 2022/2023 tax year all units will be deemed by the Department of Finance to be in tax class 2 for the first half of the initial budget year and we have therefore also utilized the class 2 tax rate for commercial unit for that portion of the initial budget year.

Predicated upon the foregoing, it is our estimate that the total actual assessed value of the property will be $8,000,000 for the first six months of the initial budget year which includes a portion of the 2021/2022 tax year and will be $14,500,000 for the final six months of the initial budget year which includes a portion of the 2022/2023 tax year. We caution you that we have found that the assessment practices of the New York City Department of Finance are notoriously inconsistent in assessing properties during the course of construction and it is possible that there may be a substantial deviation from our estimate in the assessed value for these tax years. **Prospective purchasers should be aware that the taxes projected for the initial budget year are temporarily and artificially low.**

Therefore assuming the class 2 tax rate increases to $12.80 for each $100 of assessed valuation and the class 4 tax rate increases to $10.80 for each $100 of assessed valuation we make the following projections of the real estate taxes ***prior to any abatements or exemptions*** for the initial budget year January 1, 2022 through December 31, 2022 and the first post construction tax year July 1, 2022 through June 30, 2023:

Residential Units

January 1, 2022 through June 30, 2022 (6 months of the 2021/2022 Tax Year)

Assessed Value	Tax Rate	Tax (6 months)
$7,434,394	12.3%	$457,215

July 1, 2022 through December 31, 2022 (6 Months of the 2022/2023 Tax Year)

Assessed Value	Tax Rate	Tax (6 months)
$13,474,839	12.3%	$828,703

Nonresidential Units

January 1, 2022 through June 30, 2022 (6 Months of the 2021/2022 Tax Year)

Assessed Value	Tax Rate	Tax (6 Months)
$565,606	12.8%	$34,785

July 1, 2022 through December 31, 2022 (6 months of the 2022/2023 Tax Year)

Assessed Value	Tax Rate	Tax (6 Months)
$1,025,161	10.8%	$55,359

Estimated Initial Residential Budget Year Real Estate Taxes	$1,285,918
Estimated Post Construction Residential Real Estate Taxes	$1,657,405
Estimated Initial Nonresidential Year Real Estate Taxes	$90,144
Estimated Post Construction Nonresidential Real Estate Taxes	$110,717

You have also requested our opinion as to the possibility of the commercial tax lot at the above referenced property to receive a partial abatement of real property taxes, pursuant to the Industrial and Commercial Abatement Program ("ICAP") as well as a projection of possible future real estate taxes if ICAP benefits were granted. This opinion does not guarantee ICAP benefits, only the possible availability of such tax benefits.

This opinion of possible ICAP benefits is based upon the current ICAP law and rules as well as information given to us by you and information available on the web sites maintained by the New York City Department of Buildings and New York City Department of Finance. Unless stated to the contrary, this opinion is based solely upon such information. There has been no independent verification of this information and this opinion is presented on that basis.

An ICAP application is currently pending with the New York City Department of Finance under application number 21984 for an ICAP tax abatement which if granted will be entitled to receive commencing in the tax year after completion a partial abatement of real property taxes for a twenty-five (25) year period pursuant to the Industrial and Commercial Abatement Program (ICAP). The ICAP program is a tax abatement program covering nonresidential projects located in the City of New York. It is designed as a tax incentive to encourage construction and rehabilitation of these properties. Buildings such as parking garages, retail buildings, shopping centers, office buildings, factories, automobile showrooms and warehouses are among the eligible types of properties, although they each receive different benefit amounts depending upon location and use. The ICAP program has replaced the previous nonresidential tax incentive program known as the Industrial and Commercial Incentive Program (ICIP). ICIP granted tax exemptions based on the increase in assessed value resulting from new construction or renovation, the ICAP program grants tax abatements based on the increase in real estate taxes resulting from new construction or renovation. Provided you satisfy the technical requirements of the ICAP law as implemented and interpreted by the New York City Department of Finance, the nonresidential tax lot is entitled to the tax abatement as-of-right and the New York City Department of Finance does not have discretion with which to deny the tax abatement. ICAP does not eliminate all real estate taxes and unless it meets the requirements of inflation protection as discussed later below, it is a fixed dollar amount.

In order to be eligible for the Industrial Commercial Abatement Program, a preliminary application for such tax benefits must be filed prior to commencement of construction. Your preliminary application was filed with the New York City Department of Finance on March 19, 2019. You will be required to file a final ICAP application after you receive your first building permit from the New York City Department of Buildings. The current ICAP law covers eligible work commenced prior to March 1, 2025.

Applicants for the ICAP program must make a minimum required expenditure equal to at least 30% of the taxable assessed value of the property in the year the building permit was issued. The statute does not require any specific itemization or category of the type of work required to meet the minimum required expenditure. You have advised us that you will well exceed this amount.

In addition to filing of the preliminary and final applications and meeting the minimum required expenditure, the law also requires that the annual real property income and expense statement be filed with the New York Department of Finance, a report of all current construction be filed with the Department of Finance on a semiannual basis. Once the ICAP application has been approved, there is a requirement to file a bi-annual Certificate of Continuing Use with the Department of Finance certifying as to the current use of the property and other miscellaneous information. In addition to the filings with the Department of Finance, there are also additional filing requirements with the New York City Department of Small Business Services. The filing with the Department of Small Business Services is predominately a paperwork requirement but also requires an outreach to minority and women contractors. You have advised us that you will comply with these requirements.

Assuming it is determined that construction commenced in 2019 after January 5, 2019, the 2019/2020 tax year will be the base year if ICAP benefits are granted. An examination of the AVHS report issued by the Department of Finance shows there is no building assessed value for any of the pre-existing tax lots. Thus any initial increase in assessed value on the commercial lot will be eligible for ICAP.

This project will be taking place in an area of Brooklyn that is denominated a "Special Area". Commercial projects located in a special commercial area shall receive 25 years of benefits for all non-retail space and the first 10% of retail space. All remaining retail space shall receive a 15 year benefit. For the specific purpose of determining eligible 15 year versus 25 year benefit schedules, the square footage of the entire structure shall be included. All ICAP eligible buildings located in the "Special Area" shall also receive added inflation protection. The benefit schedule for the 25 year portion of tax abatement is as follows: 100% of the eligible amount being granted for the sixteen initial tax years after completion. The amount of the abatement is measured from the period of commencement of work to the tax year following completion of work. The abatement runs in full for 16 years and in the 17th through 25th years it declines on a basis of 90%-80%-70%-60%-50%-40%-30%-20%-10%. After 25 years there no longer is an ICAP abatement. For the remaining space as described above which is to receive a 15 year benefit, the benefit shall be determined on the basis of 100% of the benefit for eleven years and then a declining 80%-60%-40% 20% abatement. If a lender were to take title to the property via foreclosure of the mortgage (or take title to the equity interests in the borrower upon a foreclosure of the mezzanine loan) the ICAP tax abatement, if granted, would not be impaired (provided that the lender performs the ongoing reporting and filing requirements under the program).

With respect to the additional inflation protection in the years 2 through 13 of the abatement period, any increase in tax liability over the prior year that exceeds 5% results in the excess amount of tax being added to the abatement base. The ICAP inflation tax benefit also covers increases in physical assessment which are less than 5% when compared to the prior year.

The ICAP rules provide for benefits to be granted for a single or multiple eligible condominium lots as if they were deemed to be separate property without regard as to whether there is a residential component in the building. "Property" is defined to mean, except where otherwise provided in the rules, a separately assessed parcel of real property, or a group of condominium units in a single building that are the subjects of a single application for ICAP benefits. Thus, the fact that there are separately assessed residential units in this building will not prohibit the granting of ICAP benefits since the ICAP application will only be for the eligible nonresidential condominium units.

There is also additional inflation protection in the years 2 through 13 of the abatement period, any increase in tax liability over the prior year that exceeds 5% results in the excess amount of tax being added to the abatement base. Please note that this does not cover a physical change in the property resulting in a physical increase of the assessed value except as set forth previously. Assuming construction is completed prior to January 5, 2022, ICAP benefits will commence in July of 2022.

Assuming the assessed value is allocated so that 7.071% of the final assessed value is allocated to the completed construction and that construction is completed in March of 2021 (or any time prior to January 5, 2022), the tax attributable to the building portion of the assessed value should be eliminated for the tax year commencing on July 1, 2022. However if the tax rate on class 4 is greater for the 2022/2023 tax year than it was for the 2019/2020 tax year, there may be some small tax attributable to the building portion of the post construction assessed value. The land value for 2019/2020 totals $515,998 and thus the anticipated real estate tax for the initial budget year assuming the assessment is allocated in accordance withe the common interest percentages and the tax rate is set at 10.8% will initially be approximately $4,000. Interested purchasers should note that commencement of ICAP tax benefits will not occur during the initial budget year.

Based upon our previous experience with such proceedings, we have issued the within letter which the specific understanding our opinion is not a guarantee of the amount of future real estate taxes. In no event will we, as Sponsor's real estate tax counsel, be liable if there are changes in the facts on which we have relied in issuing this opinion, or if there are changes in the applicable statutes, rules and regulations of the City of New York, decisional laws or administrative agency rulings, interpretations and policies on which we have relied which cause this opinion to be inaccurate.

Interested parties should be aware that the estimate of the real estate tax assessments and taxes for the initial and post construction years cover a period into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. The estimates set forth in this letter are merely our opinion. Changes in economics, law or policies of government agencies may radically change the opinions expressed herein.

Our law firm has an extensive practice in real estate tax review matters and in ICIP/ICAP 421-a and J-51 tax exemption/ tax abatement applications, and we currently represent the owners of approximately 3,000 buildings in the City of New York, and file applications for correction of the tax assessments and tax exemptions/tax abatements on these properties. This firm and its predecessors have been engaged in such practice for a period of approximately 50 years. Additionally, the writer is the former chairman of the Law Committee of the Associated Builders and Owners of Greater New York, a director of both the New York State Builders Association and the Associated Builders and Owners of Greater New York, a past member of the Tax Certiorari and Condemnation Committee of the Bar Association of the City of New York, and is a director and former President of the Real Estate Tax Review Bar Association, a specialized Bar dealing with real estate tax assessment matters.

The opinion expressed herein is that of the undersigned, and does not purport to express the opinion of the New York City Department of Finance or any city or government agency. That Department's opinions may result in substantially different total taxes than the taxes estimated herein. This opinion letter is given as of the date hereof and we disclaim any obligation to you or any unit purchaser of any change which hereafter may be brought to our attention. We consent to the inclusion of this letter in the offering plan.

Very truly yours,

TUCHMAN, KORNGOLD, WEISS, LIEBMAN & LINDEMANN, LLP

Tuchman, Korngold, Weiss, Liebman & Lindemann LLP

By: Paul J. Korngold

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

Deductibility of Mortgage Interest and Real Estate Taxes

A Unit Owner will own their Unit in fee simple and each Unit will be a separate tax lot for real estate tax purposes. Therefore, each Unit Owner may mortgage their Unit with an institutional lender and will be liable for payment of mortgage interest and principal and any real estate taxes assessed against the Unit.

A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing their taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

A Unit Owner who uses a Unit for professional or business use or for the production of income, should be entitled, under present law, to a deduction for Federal and New York State income tax purposes for the real estate taxes paid on the Unit and for the interest paid on any mortgage covering the Unit.

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 homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes.

Tax Status of Condominium

The Condominium will be managed by the Board of Managers, which shall collect the Common Charges on behalf of the Condominium. Although it is not clear whether the Condominium would be treated as an association taxable as a corporation for Federal tax purposes, there is substantial authority for such treatment. Assuming that it is a taxable entity, the Condominium will file tax returns and be subject to the regular corporate income tax on its taxable income, and its taxable income would be computed as the excess of its gross income over its deductible expenses. However, any portion of the Common Charges that is segregated and used to finance specified capital expenditures should not be included in gross income.

Notwithstanding the foregoing, the Condominium should qualify under Section 528 of the

Internal Revenue Code to be exempt from tax on certain income. If the Condominium meets all applicable requirements and properly makes the election, it may be exempt from tax on membership fees, dues and assessments from the Condominium Unit Owners.

No warranty is or can be made by Sponsor or any other person that the United States Treasury Department or the New York State Department of Taxation will allow the aforementioned deductions and no representation or warranty is or can be made that the tax law or the regulations or rulings issued thereunder, or any judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither Sponsor nor its counsel shall be liable if it is held that the Unit Owners are not entitled to such income tax deductions or to special exemptions as aforesaid due to changes in applicable law, regulation or decisional law.

MARANS NEWMAN TSOLIS & NAZINITSKY LLC
29 BROADWAY · SUITE 2400 · NEW YORK, NY 10006 · 212 968-0244

RICHARD D. MARANS, ESQ.
RICHARD M. NEWMAN, ESQ.
STEPHANIE TSOLIS, ESQ.
JASON NAZINITSKY, ESQ.

CATHERINE LEE, ESQ.
JONATHAN PIVOVAROV, ESQ.
STEPHANIE MCPEAKE, ESQ.

COUNSEL'S TAX OPINION

July 15, 2020

4TH AVENUE DEVELOPMENT OWNER LLC
221 West 37th Street, 5th Floor
New York, NY 10018

Re: Offering Plan for: The 58 Saint Marks Place Condominium
Premises: 58 Saint Marks Place, Brooklyn, NY 11217

To Whom It May Concern:

You have requested our opinion with regard to certain income tax matters relating to the Offering Plan (the "Offering Plan") for The 58 Saint Marks Place Condominium (the "Condominium") including specifically the availability of certain deductions for federal, New York State and New York City income tax purposes with respect to payments of mortgage interest and real estate taxes by individual Unit Owners and the tax treatment to be received by the Condominium.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Offering Plan.

You have advised us that the Sponsor will apply to the Department of Law of the State of New York to convert the premises located at 58 Saint Marks Place, Brooklyn, NY 11217 to condominium ownership pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York. The Condominium shall consist of One (1) Commercial Unit, One (1) Community Facility Unit, One Hundred Five (105) Residential Units, Forty-Eight (48) Licensed Parking Spaces, Sixty-Five (65) Licensed Storage Spaces, and Fifty-Three (53) Licensed Bicycle Spaces. Each Unit Owner will hold title to their Unit in fee simple plus an undivided interest in the Common Elements. Each Unit and its interest in the Common Elements will be taxed as a separate parcel for real estate tax purposes. Each Unit Owner may place a separate mortgage in accordance with the By-laws and the Offering Plan, on their Unit and, by doing so incur direct liability for the interest payable on such mortgage. The Condominium will be operated by a Board

of Managers which, pursuant to the By-Laws, will act as the agent of the Unit Owners. The primary function of the Board of Managers will be to collect the Common Charges and use such funds to supervise the maintenance and operation of the Common Elements.

In connection with this opinion, we have reviewed various documents included in the Offering Plan, or as exhibits to the Offering Plan, relating to the Condominium including the Declaration and By-Laws.

Each unit under this Offering Plan is consistent with Real Property Law§339-(i)(1)(iv). The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and 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.

A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing their taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

A Condominium under New York State law is generally an unincorporated association ("Association"). Absent the application of Section 528, federal law is unclear as to the tax status of a condominium; there is no authority addressing the entity classification of an unincorporated association. If the Association does not elect to be treated as a corporation for the purposes of federal income tax, the Association would be treated as a partnership where income and expenses of the Association pass through to Unit Owners.

We have been requested to opine as to whether the Association will be eligible to qualify as a tax-exempt organization for federal income tax purposes. In order for the Association to qualify as an exempt organization for federal income tax purposes under Section 528 of the Internal Code, it must meet the following six (6) 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) Sixty percent (60%) or more of the Association's gross income must be derived from the payment of dues or fees from the Unit Owners in their capacity as owner-members rather than in the capacity as customers for services.

(3) Ninety percent (90%) or more of the expenditures of the Association for the taxable year must be used for the acquisition, construction, management, maintenance and care of the Association's property.

(4) No part of the net earnings of such organization inures (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private shareholder or individual.

(5) The Association must qualify as a "Condominium management association," which is an organization meeting the requirements of condition (1) above with respect to a Condominium substantially all of which units are used by individuals as residences.

(6) The Association must properly and timely elect to have Section 528 of the Internal Revenue Code apply for the taxable year.

A Condominium management association is defined as an organization organized and operated to provide for the acquisition, construction, management, maintenance and care of a Condominium, provided substantially all of the Units are used by individuals for residences. "Substantially all" the Units will be considered used by individuals for residences if at least eighty-five percent (85%) of total square footage of all units within the project is used, or is intended to be used, by individuals for residential purposes or purposes auxiliary to residential use, such as storage rooms, laundry and areas used by maintenance personnel.

An effective election under Section 528 will exempt from federal income taxation all amounts received by the Condominium management association as exempt function income. Exempt function income is defined as money received as membership dues, fees, or assessments from owners of condominium housing units. Income which is not exempt function income to the extent such income exceeds expenses properly allocable to such income is taxable. Examples of income which is not exempt function income are common charges paid by owners of commercial units, interest earned on reserve funds, amounts received from persons who are not members of the Condominium management association, amounts received for work done on privately owned property which is not Condominium management association property, and amounts received from members for special use of the Condominium management 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. If the Condominium management association fails to qualify for or properly elect treatment under Code Section 528 for a taxable year, it may be subject to

federal income taxation.

You have advised me that you anticipate that greater than eighty-five percent (85%) of the square footage of the project will be used for residential purposes. Our review of the documents referred to above indicates that the Association does meet all the organizational tests described above to qualify for exemption. Therefore, it is our opinion that the Association will not be subject to federal income tax for the taxable years in which such election is in effect, except as noted below.

This opinion only relates to the specific tax matters discussed above which do not necessarily comprise all tax matters that may be of significance to the Purchasers of the Units. We express no view as to any federal, New York State or New York City tax consequences other than as explicitly discussed in the opinion or as to the tax status or tax consequences of the Offering Plan under the laws of the United States or any foreign jurisdiction. Therefore, it is strongly recommended that each prospective Purchaser of a Unit consult with their own tax advisor concerning the federal, New York State and New York City tax consequences of the purchase and ownership of a Unit in the Condominium. In no event will the Sponsor, Sponsor's counsel, the Board of Managers, counsel to the Board of Managers or any other person be liable if by reason of changes in fact or applicable law, regulations decisional law or Internal Revenue Service rulings, the tax consequences described above should change. No warranties are made that the tax laws upon which counsel bases this opinion will not change and no one else has been authorized to make any representations other than those contained herein.

This opinion has been prepared with the knowledge that it will be incorporated into the Offering Plan.

Very truly yours,



By: Richard Marans
Marans Newman Tsolis & Nazinitsky LLC

WORKING CAPITAL FUND

The Purchaser of each Unit shall be required to make a contribution at the Closing to the working capital fund of the Condominium (the "Working Capital Fund") in an amount equal to one (1) times the monthly Common Charges due with respect to such Unit as of the Closing. Sponsor will not be obligated to make any contributions to the Working Capital Fund, except to the extent it is funded by payment of Common Charges. The Working Capital Fund will be held and used for working capital, closing costs and adjustments, unanticipated increases in budgeted or additional Common Expenses, capital repairs or replacement or for such other appropriate purposes as will be determined by the Board of Managers. While Sponsor controls the Board of Managers, the Working Capital Fund will not be used to reduce estimated Common Charges. The Board of Managers will be able to utilize the money in the Working Capital Fund at any time and accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time and no minimum amount is represented or guaranteed. In no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units. Substantial credits from the Working Capital Fund are not anticipated. Net adjustments for prepaid expenses, in favor of the Sponsor, will be paid for insurance premiums, water charges, and any prepaid service contracts.

Immediately prior to the First Closing, Sponsor shall apportion any of the applicable following items with the Board of Managers as of the day immediately preceding such closing:

- Staff wages and payments or obligations relative to employees of the Condominium
- Fees for assignable permits and licenses, if any
- Charges for electricity and gas for the Common Elements
- Water and sewer charges
- Payments under service and maintenance contracts
- Real estate taxes
- Cost of maintenance supplies
- Premiums for transferable insurance policies

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at First Closing, and final adjustment will be made as soon thereafter as the amounts are ascertained. The amount of the net credit shall be paid to Sponsor at the time of the First Closing, and each succeeding closing, out of the Working Capital Fund, to the extent available. If insufficient funds are available from the Working Capital Fund and a balance remains at the end of the First Year of Operation, the unpaid balance shall be paid in monthly installments, without interest, in twelve equal consecutive monthly installments pursuant to the terms of a negotiable promissory note to be executed by the Board of Managers.

Neither the Department of Law nor any government agency has passed upon the adequacy of the Working Capital Fund. No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

RESERVE FUND

A reserve fund is being established for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). The Purchaser of each Unit shall be required to make a contribution at the Closing to the Reserve Fund in an amount equal to one (1) times the monthly Common Charges due with respect to such Unit as of the Closing. The Reserve Fund is funded through Common Charges; the exact amount of the Reserve Fund cannot be determined as it depends on the timing of when each Unit closes, however $5,000 is budgeted to accrue by the end of the First Year of Operation. The Board of Managers, in its discretion, may decide in future years to increase or decrease the reserve fund line item in the Condominium's annual budget or issue Special Assessments to finance needed capital expenditures. While the Sponsor is in control of the Board of Managers, Sponsor will not use Reserve Fund monies to reduce common charges. Since the Building is being newly constructed, it is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital items likely to be needed within the first five (5) years of Condominium operation.

Neither the Department of Law nor any government agency has passed upon the adequacy of the Reserve Fund.

No representation or warranty is made that the Reserve Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

MANAGEMENT AGREEMENT, CONTRACTS AND LICENSES

The Condominium will enter into a one-year management agreement with Monarch Realty Group, with offices at 22 Noel Lane, Jericho, NY 11753, effective as of the first Unit closing and shall continue in force until one (1) year from such date and renew unless terminated prior to renewal. Monarch Realty Group is not an affiliate of Sponsor. The annual fee due the Managing Agent under the management agreement is $66,000 to be paid in monthly installments of $5,500 each month. Either the Board of Managers or the Managing Agent may terminate the Management Agreement without cause at any time upon at least thirty (30) days prior written notice to the other party. In the event the Board of Managers terminates the agreement early, 50% of the remaining balance of the agreement will be owed.

The Managing Agents duties include maintenance, decorations, repairs, cure violations, oversee service and maintenance contracts, purchase supplies, obtain insurance, pay bills, facilitate the Building's sales and leases, arrange moving in and out of units, billing and collections, attend to complaints, maintain accounting records, provide monthly statements, maintain books and records, assist in an annual audit and report, prepare a proposed budget, prepare Board or Unit Owner notices, assist in correcting the assessed valuation of units, and assist in financing. The Board of Managers shall reimburse the Managing Agent for expenses incurred and indemnify the Managing Agent against liability for acts properly performed by it pursuant to the agreement. Neither party may assign the contract.

Further information concerning the Managing Agent appears in Part I, "Identity of Parties."

There are presently no contracts or licenses binding on the Condominium; the Offering Plan will be amended to disclose any.

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is 4TH AVENUE DEVELOPMENT OWNER LLC, New York limited liability company. Sponsor's office address is 221 West 37th Street, 5th Floor, New York, NY 10018. Sponsor or its affiliates have not been the sponsor of any other cooperatives, condominiums, planned unit development homes, or time shares which were first offered within the past five years except for where principal of Sponsor has been the principal of the offering. The principals of the Sponsor are Yosi Cohen and Shlomo Avdoo, having an office address at is 221 West 37th Street, 5th Floor, New York, NY 10018.

Yosi Cohen has been a contractor and developer many multifamily buildings for the last 20 years. He overseen the acquisition, design and planning, construction and management of all of his projects. Projects range from 6 units Building to 150 units Buildings in Queens, Brooklyn and Manhattan.

Yosi Cohen has been Principal of the Sponsor in the following prior offerings during the past five (5) years.

Condominium Plan	File No.	Accepted for Filing
PREMIER CONDOMINIUM	CD07-0273	09/04/2007
522 LEFFERTS AVENUE CONDOMINIUM	CD09-0088	06/29/2009
234 E 70 CONDOMINIUM	CD12-0079	10/01/2012
355 E19 CONDOMINIUM	CD14-0312	02/25/2015
756 ST. JOHNS PLACE CONDOMINIUM	CD17-0076	01/11/2018

Shlomo Avdoo is an owner and investor in real estate; he has overseen the acquisition, development and disposition of over a dozen residential and commercial properties in Manhattan, Queens, the Bronx and Brooklyn. Shlomo Avdoo carries extensive experience in design development, construction, financing and marketing as it relates to real estate projects.

Shlomo Avdoo has been Principal of the Sponsor in the following prior offerings during the past five (5) years.

Condominium Plan	File No.	Accepted for Filing
176 LEFFERTS PLACE CONDOMINIUM	CD10-0025	04/22/2010
190 LEFFERTS PLACE CONDOMINIUM	CD10-0026	04/22/2010

196 POWERS STREET CONDOMINIUM	CD13-0059	09/13/2013
686 ST. JOHN'S PLACE CONDOMINIUM	CD15-0293	01/22/2016
96 LEFFERTS PLACE CONDOMINIUM	CD15-0330	01/29/2016
92 LEFFERTS PLACE CONDOMINIUM	CD16-0114	11/22/2016
94 LEFFERTS PLACE CONDOMINIUM	CD16-0115	11/22/2016
496-498 PROSPECT PLACE CONDOMINIUM	CD18-0163	01/02/2019
10 LENOX AVENUE CNDOMINIUM	CD18-0161	01/22/2019

Yosi Cohen and Shlomo Avdoo are current on their financial obligations to the above listed public offerings. There are no other cooperative, condominium, or homeowners association where the Sponsor, general partner, or principal of the Sponsor or holder of unsold shares, owns ten percent (10%) or more of the unsold shares or units as an individual, general partner, or principal.

There have been no prior felony convictions against the Sponsor, the principals of the Sponsor, entities in which the principals of the Sponsor were principals, and/or any individuals who own or control a ten percent (10%) or more equity interest in the Sponsor.

There have been no prior bankruptcies, convictions, injunctions or judgments against the Sponsor, the principals of the Sponsor, entities in which the principals of the Sponsor were principals, and/or any individuals who own or control a ten percent (10%) or more equity interest in the Sponsor that would be material to the Offering Plan, or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of this Offering Plan.

Attorney for Sponsor

Sponsor has retained the law firm of Marans Newman Tsolis & Nazinitsky LLC, 29 Broadway, Suite 2400, New York, New York 10006 (212-968-0244) to represent it in the preparation and consummation of the Offering Plan. The attorney who prepared the Offering Plan is Jonathan Pivovarov, Esq. This firm drafted the Declaration, the By-laws, this Offering Plan, the form of Purchase Agreement, the form of Unit Deed and all other documents necessary in connection with the formation of the Condominium, and is advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. Marans Newman Tsolis & Nazinitsky LLC has no financial relationship, past or present, in the Property or to the Sponsor, except that it is being paid a fee for its services. The law firm of Marans Newman Tsolis & Nazinitsky LLC shall serve as escrow agent for Sponsor and Purchaser.

Sponsor has retained the law firm of Betesh & Associates, PLLC, with an address at 271 Madison Avenue, Suite 401, New York, NY 10016, telephone number 646-867-633 to represent

it in the consummation of the Offering Plan for Units on floors 1 through 5, except Unit 516. Betesh & Associates, PLLC has no financial relationship, past or present, in the Property or to the Sponsor, except that it is being paid a fee for its services. The law firm of Betesh & Associates, PLLC shall serve as escrow agent for Sponsor and Purchaser for Units on floors 1 through 5, except Unit 516.

Managing Agent

Sponsor intends to retain Monarch Realty Group, with offices at 22 Noel Lane, Jericho, NY 11753, to manage the Building. The Managing Agent has extensive experience in the management of real estate properties in the New York City area. They currently manage approximately twelve (12) properties, comprising approximately 450 residential and commercial units such as the following properties:10 Lenox Avenue, 488 4th Avenue, 12 Wilson Street, 1721 Himrod Street, 251 Nassau Avenue.. There are no prior convictions, injunctions or judgments against the managing agent or any principal thereof that would be material to this offering. The Managing Agent and its principals have no beneficial interest in the Sponsor and no interest in the profits of this offering plan other than the fee received for its services.

Architect

Sponsor retained Isaac & Stern Architects, P.C., having an office at 307 5th Avenue, 14th Floor, New York, NY 10016, to design the Building. Isaac & Stern Architects, P.C.'s experience in New York includes over thirty (30) years of designing, managing, and supervising a diversity of projects ranging from residential design and renovations to office buildings, churches, synagogues, restaurants, nightclubs, community centers, and retail establishments. Isaac & Stern Architects, P.C. has no financial relationship with the Sponsor or principals of Sponsor, except in its capacity as architect and it will be paid a fee for its services. The following is a representative list of properties Isaac & Stern Architects, P.C. has worked on in Brooklyn; 165 12th Street, 308 North 7th St, 319 Schermerhorn Street, 10 Lenox Avenue, 653 Bergen Street, and 1519-1535 Bedford Avenue.

Sponsor has retained Brent Porter, P.C., having an office at 166 Saint James Place, Brooklyn, New York 11238 to prepare the Description of Property and Specifications, located in Part II of the Plan. Brent Porter is a Professor of Architecture C.C.E. at the Pratt Institute School of Architecture and is an architect who heads his firm, Brent M. Porter, Architect, and Associates, in New York City. In New York City, the firm's practice includes the renovation and restoration of a number of townhouses and brownstones, as well as design and construction of a wide range of housing, commercial, and community facilities.

REPORTS TO UNIT OWNERS

The Board of Managers shall furnish to all Unit Owners, their mortgagees and the Department of Law of the State of New York (if and when required by law) and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners. The Board of Managers, at least annually, shall fix and determine the annual budget and send a copy of the budget and any supplement to every Unit Owner and mortgagee. The total annual requirement shall be assessed as a single sum against all Units and prorated against each of the Unit according to the respective Common Interest apportioned to each Unit.

It is the obligation of the Board of Managers of the Condominium to give all Unit Owners annually:

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant within four (4) months from the end of such fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(ii) at least ten (10) but no more than twenty (20) days prior notice of the annual Unit Owners' meeting; and;

(iii) a copy of the proposed annual budget of the Condominium within sixty (60) days prior to the date set for adoption thereof by the Board of Managers. Such statement shall be certified while the Sponsor is in control of the Board of Managers.

DOCUMENTS ON FILE

Copies of this Offering Plan and all exhibits or documents submitted to the Department of Law in connection with the filing of the Offering Plan shall be made available for inspection by prospective Purchasers and by any person who shall have purchased a Unit offered under this Offering Plan, or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours, and shall remain available without charge and copying at reasonable charge for a period of six (6) years from the date of the First Closing. Sponsor shall, within 180 days after the First Closing, deliver to the Board of Managers a copy of all documents filed with the appropriate recording officer at the time of the closing of the first Unit.

GENERAL

This Offering Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Offering Plan does not contain a full summary of all of 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.

There are no lawsuits or administrative or other proceedings, the outcome of which may materially affect this offering, the Property, the Condominium, the operation of the Condominium or Sponsor's capacity to perform its obligations under the Offering Plan, which have not been disclosed herein.

In accordance with the provisions of the laws of the United States and the State of New York, Sponsor represents that Sponsor will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in the sale of the Units offered by Sponsor pursuant to this Offering Plan.

The property was not the subject of any prior cooperative or condominium offerings. No contracts or agreements have been entered into, and no deposits or advances of funds have been accepted, for any Unit offered pursuant to this Offering Plan as of the date this Offering Plan is accepted for filing by the Department of Law.

All Units offered pursuant to this Offering Plan are vacant as of the date this Offering Plan is accepted for filing by the Department of Law.

Principals of Sponsor have executed the Certification of Sponsor and Principals set forth in Part II of the Offering Plan solely for Martin Act purposes. Consistent with a First Department decision in Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, *et.al.*, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013), the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual Unit Owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory.

Sponsor reserves the right, from time to time prior to the Closing Date, without obtaining the consent of Purchasers, to revise the terms and conditions on which the Units offered hereby are sold, including changes affecting the rights, obligations, and liabilities of Purchasers. All material revisions will be contained in a duly filed amendment to this Offering Plan. If a material revision adversely affects the rights, obligations, or liabilities of the existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements and to receive a refund of their Deposit (with interest, if any earned thereon) within fifteen (15) days after the presentation of the amendment.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Sponsor, but may be utilized by Sponsor or any party acquiring the same from the Sponsor and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, Sponsor (including Sponsor's successors, assignees, or designees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

Sponsor or any entity to whom Sponsor conveys Development Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Rights. Sponsor or any entity to whom Sponsor conveys the Development Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Rights and shall execute any documents evidencing said consent as are reasonably requested by Sponsor or any entity to whom Sponsor conveys the Development Rights.

In the event Development Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the Development Rights to may utilize the Development Rights to increase the size, height, bulk or density of any portion of the Property.

The Property is subject to development rights or restrictions. Several ZLDAs created a zoning lot that includes the Property and adjacent tax Lots 44, 45, and 46 in order to transfer approximately 5,500 square feet of development rights to the Property. Sponsor does not anticipate any Development Rights to be available upon completion of construction.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the Architect's Description of Property and Specifications set forth in Part II of this Offering Plan. Sponsor represents that, to the best of its knowledge, Brent Porter, P.C., accurately states the description of the Property and its specifications, as it will be built, upon the plans that it has examined. See the sections "Description of Property and Improvements" and "Schedule A" set forth in Part I of the Offering Plan and see the "Description of Property and Building Condition," "Floor Plans," and "Declaration" set forth in Part II of the Offering Plan.

THE 58 SAINT MARKS PLACE CONDOMINIUM

OFFERING PLAN

PART II

FORM OF PURCHASE AGREEMENT

Purchaser(s)

With

4TH AVENUE DEVELOPMENT OWNER LLC

Sponsor/Seller

Unit Number ___

The 58 Saint Marks Place Condominium
58 Saint Marks Place
Brooklyn, NY 11217

PURCHASE AGREEMENT

Unit Number ___
The 58 Saint Marks Place Condominium
58 Saint Marks Place
Brooklyn, NY 11217

(to be executed in duplicate)

THIS PURCHASE AGREEMENT (this "Agreement"), made as of the day of , 20___, between 4TH AVENUE DEVELOPMENT OWNER LLC, a New York limited liability company, having an office at 221 West 37th Street, 5th Floor, New York, NY 10018 (hereinafter, "Sponsor"), and _____, having an address at _____(hereinafter, "Purchaser").

W I T N E S S E T H:

1. Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for The 58 Saint Marks Place Condominium (the "Condominium") (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Offering Plan").

2. The Residential Unit. Sponsor hereby agrees to sell to Purchaser and Purchaser hereby agrees to acquire from Sponsor Condominium Unit No. ____ (the "Unit") at the Condominium (as designated in the Declaration), together with the undivided percentage of common interest in the Common Elements as set forth in the Schedule B to the Declaration and as set forth in the Offering Plan, upon and subject to the terms and conditions set forth herein.

3. Purchase Price.

3.1 The purchase price for the Residential Unit is $_____ (the "Purchase Price") payable as follows:

(a) $_____ (the "Deposit"), of ten percent (10%) of the Purchase Price, due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged; and

(b) $_____ the "Additional Deposit" of five percent (5%) of the Purchase Price; the term "Deposit", as used herein, refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit), due upon the earlier to occur of: (i) _____ (the date at which is six (6) months after the date of this Agreement); or (ii) fifteen (15) days after Sponsor serves Purchaser with written notice of an amendment declaring the Plan effective, but in no event later than the closing of title, subject to collection, provided, however, that if this Agreement is entered into after the Plan has been declared effective, Sponsor reserves the right to require both the Initial Deposit and Additional Deposit due and payable upon execution of this Agreement; and

(c) $_____ (the "Balance"), constituting the balance of the Purchase Price, payable at the closing as hereinafter provided.

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank that is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Marans Newman Tsolis & Nazinitsky LLC, as escrow agent". Unless Sponsor elects for the Balance be paid by wire transfer, the check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank or cashier's check, made payable to the direct order of "4TH AVENUE DEVELOPMENT OWNER LLC" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent (as defined in Article 4) is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Offering Plan and in this Agreement with respect to an Event of Default (including without limitation, suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default). Notwithstanding anything to the contrary stated herein, Sponsor shall have the right to have Purchaser pay the Balance in the form of wire transfer, certified check, bank check or any other form of payment in Sponsor's sole and absolute discretion.

4. Deposit.

4.1 For Units on floors 1 through 5, except Unit 516, 4.1(a) shall apply. For Unit 516 and Units on floors 6 through 12, 4.1(b) shall apply.

(a) The law firm of Betesh & Associates, PLLC, with an address at 271 Madison Avenue, Suite 401, New York, NY 10016, telephone number 646-867-6330, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Shimon Betesh. 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.

(b) The law firm of Marans Newman Tsolis & Nazinitsky LLC, with an address at 29 Broadway, Suite 2400, New York, New York 10006, telephone number 212–968–0244, shall serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated Richard Marans, Esq., Richard Newman, Esq. and Stavroula Tsolis, Esq. to serve as signatories on the "Escrow Account", as defined below. 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 the in any of the foregoing.

4.2 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Purchase Agreement or otherwise concerning the release of the Deposit from escrow.

4.3 The Escrow Agent has established the escrow account at Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017, in the State of New York, a bank authorized to do business in the State of New York. The escrow account is entitled The 58 Saint Marks Place Condominium Escrow Account ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit; if Purchaser has an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, the Deposit shall remain in a non-interest-bearing account and may not be federally insured even if the Deposit does not exceed $250,000. Within five (5) business days after this Purchase Agreement has been executed by Purchaser, Seller, and Escrow Agent, Escrow Agent shall place the Deposit into the Escrow Account. Within ten (10) business days after the Deposit has been placed into the Escrow Account, Escrow Agent shall send written notice to the Purchaser and Seller. The notice shall provide the account number and the initial interest rate to be earned by the Deposit.

4.4 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 Marans Newman Tsolis & Nazinitsky LLC, as Escrow Agent.

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

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

4.7 The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, Purchaser 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, 28 Liberty Street, 21st Floor, New York, NY 10005. 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.

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

the Purchaser's money until used to execute the requested work. In the event a rescission right is exercised, all Deposits and advances not used to execute the requested work will be released in accordance with the terms of the Purchase Agreement. In the event the Offering Plan is abandoned, all Deposits and advances will be released in accordance with the terms of the Purchase Agreement

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

4.10 The Escrow Agent shall release the Deposit if so directed:

(a) Pursuant to terms and conditions set forth in the Purchase Agreement in Section 4 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 4.10 (a-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 4.10 (a) through 4.10 (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

4.11 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 Offering Plan or an Amendment to the Offering Plan; or

(b) all Purchasers after an Amendment abandoning the Offering Plan is acceptance 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.

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

prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto. However, this shall only apply to initial Purchasers who purchaser their Unit from Sponsor.

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

4.14. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

4.15 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

4.16 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

4.17 Sponsor shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

4.18 Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

4.19 Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

4.20 Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL §352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the Offering Plan does not relieve Sponsor of its obligations pursuant to GBL §352-h. Funds from any escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Marans Newman Tsolis & Nazinitsky LLC, 29 Broadway, Suite 2400, New York, New York 10006 (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set for a closing, once set, for more than twelve (12) months in the aggregate without the consent of Purchaser).

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying fee simple title to the Unit to Purchaser, which deed shall be in substantially the form contained in Part II of the Offering Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board of Managers, prepared by Sponsor and in substantially the form contained in Part II of the Offering Plan.

6.3 The executed deed and power of attorney shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded: (i) the deed shall be returned to Purchaser; and (ii) the power of attorney in favor of the Board of Managers shall be returned to the Board (or as the Board of Managers shall direct).

6.4 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Internal Revenue Service and each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with Internal Revenue Code §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

7. State of Title.

7.1 At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances, subject only to the Permitted Exceptions contained in the Offering Plan. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the recording or filing fee; or (b) Purchaser's title insurance company or any other reputable title company licensed to do business in the State of New York will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced

against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the title insurance company referenced in Part I of the Offering Plan would be willing to do so at its regular rates and without additional premium.

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in the Permitted Exceptions. However, if such defect existed at least ten (10) days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least ten (10) days prior to the closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

7.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage that would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Article 7.3 shall survive the closing of title.

8. Closing Adjustments.

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

(a) Real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

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

(c) Accrued fees and any other charges pursuant to an Interim License or Use and Occupancy Agreement, if any, covering the Unit.

8.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in the By-Laws and in Part I of the Offering Plan. In addition, if separate assessments have not been made prior to the closing of title, the Board of Managers will collect from Purchaser at Closing and will place in escrow an amount equal to the Unit Owner's estimated proportionate share of the real estate taxes, if any, projected to be due for the entire Property for

the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes).

8.3 Sponsor shall remit or cause to be remitted to Purchaser an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) the apportionment of those items set forth in this Article 8 shall be: (i) made as of the originally established closing date rather than as of the date the closing actually occurs, (ii) Purchaser shall pay Sponsor, at Closing, interest on the unpaid balance of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, where interest shall be equal to the highest legal rate as of the Closing Date (the current rate is 16% per annum); and (iii) Purchaser shall pay Sponsor's counsel $500.00 for each adjournment. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit.

8.6 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect to 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 aforesaid and as otherwise provided herein or in the Offering Plan.

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

9. Closing Costs.

Purchaser shall be required to pay certain costs in connection with the purchase of the Unit, in addition to any net credit in favor of Sponsor that may result from the closing adjustments and any interest or late closing charge described in Article 8. Other than any such net credit in favor of Sponsor that may result from the closing adjustments (or certain other fees which may be payable prior to the closing, as described below), all such closing costs shall be paid by Purchaser, at closing, by Purchaser's unendorsed, personal certified check or by official bank check, in either event drawn only upon a bank that is a member of the New York Clearing House Association.

Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date hereof and are subject to change without prior notice:

9.1 If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased.

9.2 Purchaser will pay a fee to the City Register for recording the deed and the power of attorney, and will pay a filing fee for the RP-5217 form. In addition, Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, all of which shall be payable by Purchaser.

9.3 If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

(a) a fee and service charge for recording the mortgage;

(b) a mortgage recording tax in the amount provided for by law,

(c) to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by §339-ee(2) of the New York Condominium Act, to the extent the same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property), if applicable;

(d) the premium for mortgage title insurance, if required by Purchaser's lender;

(e) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

9.4 Purchaser will be required to pay the amount of $2,250.00 to Sponsor's counsel, for each Unit purchased hereunder, in order to defray Sponsor's legal fees for services in connection with preparing the deed and power of attorney and for coordinating and attending the closing. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel or if Purchaser otherwise requests that the Closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser shall pay Sponsor's counsel a travel fee of $500.00 and an additional $500.00 if the Closing is held outside New York City. In addition, if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement (or Purchaser otherwise exercises its limited right with respect to an assignment as provided in Section 23.4 hereof), a fee of $1000.00, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. Purchaser may be required to pay more than one fee pursuant to the preceding sentence and forgoing provisions with respect to a single Unit. At Sponsor's option in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's counsel shall be paid by Purchaser in advance, prior to closing, upon notice to Purchaser. In the event Purchase is in default hereunder

and Sponsor requests its counsel to send a default letter, Purchaser shall be obligated to pay $1,000.00 to attorneys for Sponsor for the preparation of a letter of default. Purchaser shall be obligated to pay an ACRIS preparation fee of $250.00. Notwithstanding the foregoing, Purchaser is responsible for all fees described herein and in the Closing Costs and Adjustments section of the Offering Plan, whether or not such costs are set forth in this Agreement.

9.5 Purchaser shall make a contribution to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Unit, as the same may be amended from time to time.

9.6 Purchaser shall pay to the Board of Managers the Common Charges for the Unit for the first full month following the month in which title closes.

9.7 Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Article 9.7 and to indemnify Sponsor as herein provided shall survive the closing of title.

10. Transfer Tax Returns. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form 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. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Offering Plan.

11.1 Purchaser acknowledges having received and read a copy of the Offering Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Offering Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, reputable overnight courier or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Offering Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Offering Plan, the Offering Plan

shall govern, except with respect to individually negotiated terms of sale that are express modifications to the terms of the Offering Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern. The Purchase Agreement may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under article 23-A of the General Business Law.

11.3 Purchaser hereby adopts, accepts and approves the Offering Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Offering Plan duly filed by Sponsor.

12. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser as stated herein on the Closing Date designated by Sponsor or the dishonor of any check given by Purchaser to Sponsor; or

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) if Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(iv) if Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

(b) TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate this Agreement. If Sponsor so elects to terminate, this Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Offering Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that, subject to the provision of Section 11(d) below, the Deposit (including all interest, if any) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor. The payment of the Deposit (including all interest, if any) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(d) NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE OFFERING PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

13. Agreement Subject to Lien of Mortgage. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage 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 fullest extent thereof, 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, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. Agreement Subject to Plan Being Effective. The performance by Sponsor of its obligations under this Agreement is contingent upon the Offering Plan having been declared effective in accordance with the terms and provisions of the Offering Plan (as the same may be amended from time to time). The Offering Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Offering Plan. If the Offering Plan is abandoned or if, after being declared effective, the Offering Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period,

this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Offering Plan.

15. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Offering Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Offering Plan in order to cure such inability. If Sponsor is not so obligated under the Offering Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Offering Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy described in clause (a) above, i.e., to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property that are described in the Offering Plan as being included in the Unit are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items.

17. Construction.

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be in accordance with the Offering Plan and the Plans and Specifications (as defined in the Offering Plan), subject to the right of Sponsor to amend the Offering Plan and the Plans and Specifications in order to substitute materials, equipment or fixtures of Equal or Better Quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a temporary or final Certificate of Occupancy for the Building shall be deemed rebuttable evidence that the Building and the Unit have been fully completed in accordance with the Offering Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the section "Rights and Obligations of Sponsor" in the Offering Plan.

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Offering Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain immaterial variations from the Offering Plan and

Plans and Specifications as indicated in the section of "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section or as otherwise required under applicable law.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the following prerequisites: (i) the Offering Plan has been declared effective in accordance with its terms and the amendment to the Offering Plan disclosing same has been accepted for filing by the Department of Law, (ii) a TCO or FCO for the Unit is in effect. Issuance of a TCO or FCO for the Unit shall be deemed presumptive evidence of substantial completion of the Unit and is the only construction related prerequisite that must occur before Sponsor may require the closing of title, (iii) the recording or filing of the Declaration, By-Laws, Floor Plans and architect and tax authority certifications required by §339-pp of the New York Condominium Act or other applicable law and such other documents as may be required by law, and (iv) the release of the Unit and its appurtenant Common Interest from the lien of all mortgages, if any, or the severance and assignment of any mortgage, if applicable. Purchaser shall be obligated to close and complete payment of the full Purchase Price without any credit against or abatement in the Purchase Price and without any provision for escrow regardless of any construction items noted on Purchaser's Inspection Report (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Offering Plan, and regardless of the incomplete construction and/or decoration of any other portions of the Building not preventing Purchaser's occupancy of the Unit.

17.4 Sponsor has projected that, based upon currently anticipated schedules, construction of the Building will be sufficiently completed to permit closings of Units to begin pursuant to the Offering Plan; see the section "Procedure to Purchase". Purchaser will be offered a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit occurs later than twelve (12) months after the projected date for the first closing. If the Offering Plan is amended to provide for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date. However, if the first closing occurs before twelve (12) months after the projected date for the first closing, Sponsor may schedule the closings of title to other Units significantly later than such date. Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. The actual date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Offering Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise materials or equipment, governmental restrictions, or other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Offering Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor.

17.5 Sponsor is obligated to construct the Building in accordance with all applicable codes, and filed building plans and specifications, as well as the provisions of the Offering Plan.

18. Warranties of Construction. The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statue applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime. As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013]. Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. Sponsor's obligations, regardless of any limitations in any warranty or in the Offering Plan, cannot go below the duty to construct the Building in accordance with all applicable Laws and the Plans and Specifications, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable Laws and the Plans and Specifications shall be resolved in favor of the latter. NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS. Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Offering Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Offering Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair.

19. Inspection of Unit. At least one week (but not more than one month) prior to the Closing Date, at Sponsor's direction, Selling Agent if applicable or Sponsor shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Selling Agent to inspect the Unit within the week prior to the Closing Date. Purchaser shall carefully inspect the Unit and shall complete, date, and sign the Inspection Statement (in the form set forth as Schedule A to this Agreement) and deliver same to Selling Agent if applicable or Sponsor at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date 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 as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Offering Plan.

20. Damage to the Unit. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

20.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance.

20.2 In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the balance of the purchase price may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

20.3 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

21. Prohibition Against Advertising. Purchaser hereby covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease prior to the closing of title and for one

(1) year thereafter. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof. The provisions of this Article 21 shall survive the closing of title.

22. Broker. Purchaser represents to Sponsor that _____ (collectively the "Broker") are the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title and are not made for the benefit of any third parties.

23. Agreement May Not Be Assigned.

23.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status. Or other grounds prohibited by law. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth above, and shall be voidable at the option of Sponsor.

23.2 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability company or other entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity or possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.3 If Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is consented to by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign

Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change consented to by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000.00 ("Assignment Fee") made payable to Marans Newman Tsolis & Nazinitsky LLC (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to terminate this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Offering Plan will remain in effect.

23.4 Notwithstanding the provisions of Article 23.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Article 23.3 above, including without limitation the provisions relating to the Assignment Fee. For purposes of this Article 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

24. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written reasonable information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may 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. Sponsor's right to collect such information shall terminate upon the earlier of the closing of title to the Unit or termination of the Agreement. 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 orientation, race, creed, color, national origin, ancestry, disability, marital status, or other grounds proscribed by law.

25. Notices.

25.1 Any notice, election, demand, consent, request or other communication hereunder or under the Offering Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed: to Purchaser at the address given at the beginning of this Agreement with a copy to Purchaser's Attorney; and to Sponsor, at: 4TH AVENUE DEVELOPMENT OWNER LLC, 221 West 37th Street, 5th Floor, New York, NY 10018 with a copy sent simultaneously and in like manner to Marans Newman Tsolis & Nazinitsky LLC, 29 Broadway, Suite 2400, New York, New York 10006. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Notwithstanding the foregoing, any mailing of an amendment to the Offering Plan shall be delivered via regular mail. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected or, in the case of mailing, three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

25.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel Marans Newman Tsolis & Nazinitsky LLC as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself. Purchaser hereby designates Purchaser's Attorney as Purchaser's agent to give any notice to Sponsor hereunder in Purchaser's name.

26. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

27. Liability of Sponsor. 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, lockout, 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.

28. 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. Additionally, 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 correct any error and or omissions that may have occurred at Closing of Title. The Provisions of this Article shall survive Closing of Title and delivery of the deed.

29. Severability. If any provision of this Agreement or the Offering Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this

Agreement or the Offering Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Offering Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

30. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

31. No Lien. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated.

32. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

33. Purchaser's Representations.

33.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit represents Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Deposit.

33.2 Purchaser is not now, nor shall it be at any time prior to or at the closing of title, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise). Neither Purchaser nor any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

33.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Seller the

Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

33.4 The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

34. Agreement Contingent Upon Financing.

34.1 In the event that Purchaser uses a lender procured other than through the Sponsor Designated Lender, no financing contingency will apply to the Purchase Agreement. As a result, Purchaser will not have the right to cancel the Purchase Agreement if the Purchaser fails to obtain mortgage financing, or if the Purchaser's existing mortgage financing lapses or is canceled. 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 purchase 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.

34.2 The obligations of the Purchaser under this Purchase Agreement are conditioned upon issuance on or before a date which is thirty (30) days from the date the Purchase Agreement is accepted by Sponsor and returned to Purchaser's Attorney (the "Commitment Date") of a written commitment (the "Commitment") from Sponsor Designated Lender pursuant to which Sponsor Designated Lender agrees to make or arrange a loan, other than a VA, FHA or other governmentally insured loan to Purchaser, at Purchaser's sole cost and expense of no more than **___%** of the Purchaser Price of the Unit, or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate or adjustable rate of interest for a term of at least thirty (30) years and on other customary commitment terms, whether or not conditioned upon any factors other than an appraisal satisfactory to the Sponsor Designated Lender, secured by a first mortgage on the Unit together with its undivided interest in the Common Elements (the "Mortgage Loan").

34.3 Purchaser shall:

1. Make a prompt application to a Sponsor Designated Lender for the Mortgage Loan through one of the following within three (3) days of the date of the date of the Purchaser receiving the signed counterpart of the Purchase Agreement from the Sponsor:

Citizens Bank, John Vlogianitis, NMLS #420544, Johnny.V@citizensbank.com, Cell: 516 410 4583, 125 Park Avenue, 18th floor, New York, NY 10012

Wells Fargo Home Mortgage, Brian Scott Cohen, NMLSR #410025,

Brian.Cohen@wellsfargo.com, Tel: 718-780-9132, Website: www.brianscottcohen.com, 475 Atlantic Avenue, Brooklyn, NY 11217

Popular Bank, Phillip Robles, NMLS # 150559, probles@popular.com, Office: (212) 417-6684 Cell: (917) 405-4536

The Federal Savings Bank, Israel Weinstock, NMLS#37270, Direct: 646-668-3950, Cell: 646-261-6121, e-fax: 646-804-6431, iweinstock@thefederalsavingsbank.com

Purchaser has selected _____ as Sponsor Designated Lender.

2. Promptly give notice to Sponsor as to the application having been submitted;

3. Furnish truthful, accurate and complete information, data and documents on Purchaser as required, and promptly submit such further information, data and documents requested by the Sponsor Designated Lender;

4. Pay all fees, points and charges required in connection with such application and Mortgage Loan;

5. Pursue such application with diligence;

6. Cooperate in good faith with the Sponsor Designated Lender to the end of securing the Mortgage Loan; and

7. Comply with all requirements of the Commitment (or of any Commitment accepted by Purchaser) and furnish Sponsor with a copy thereof promptly after receipt.

The obligations of Purchaser set forth in (1) through (7) above are collectively referred to herein as the "Financing Obligations" Purchaser agrees to diligently comply with all the Financing Obligations to the best of his ability.

34.4 If a Commitment is not issued on or before the Commitment Date pursuant 34.2 above, then unless purchaser has accepted a Commitment that does not comply with the requirements set forth in 34.2 above, Purchaser may cancel the Purchase Agreement by giving notice to Sponsor (the "Cancellation Notice") within ten (10) business days after the Commitment Date, "TIME BEING OF THE ESSENCE", in which case the Purchase Agreement shall be deemed canceled and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of the Purchase Agreement, except that the Deposit shall be refunded to Purchaser within ten (10) business days thereafter. The Cancellation Notice shall be accompanied by a copy of any loan refusal letter or non-complying Commitment, as the case may be, issued by the Sponsor Designated Lender, if available, or if not available, provided promptly after receipt. If Purchaser fails to give the Cancellation Notice or if Purchaser shall accept a Commitment that does not comply with the requirements set forth in 34.2 above, then Purchaser shall be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive refund of the Deposit by reason of the contingency contained herein. Purchasers are advised that even if they receive a Commitment, its term may be limited and it may expire prior to the Unit

Closing Date unless extended by Purchaser. If the Commitment is scheduled to expire prior to the Unit Closing Date, it shall be Purchaser's obligation to take all action and make such payments as shall be necessary to extend or otherwise keep the Commitment current. Sponsor shall have no obligation to cause the Unit Closing Date to occur prior to expiration of the Commitment or to take any action or incur any expense to extend the Commitment. Sponsor shall have no liability if the Commitment expires due to Purchaser's actions or inactions or otherwise, and Purchaser shall be obligated to close hereunder if a Commitment expires.

35. Costs of Enforcing and Defending Agreement. If Sponsor prevails, Purchaser shall be obligated to reimburse Sponsor for any reasonable legal fees and disbursements incurred by Sponsor, as determined by a court of law, in successfully defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. If Purchaser prevails, Purchaser will not be reimbursed for any legal fees or disbursements incurred by Purchaser in successfully defending Purchaser's rights under the Purchase Agreement or otherwise enforcing Sponsor's obligations thereunder. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. 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, connected with, or relating to this Agreement or the relationship created hereby or in the Offering Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. Waiver of Diplomatic or Sovereign Immunity.

37.1. Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

37.2. As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

37.3. Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York, or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court;

(ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

37.4. Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

37.5. Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

37.6. The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

37.7. In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser hereby designates a duly authorized and lawful agent to receive process for and on behalf of the Purchaser in any state or federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

37.8 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4303, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

38. Mold. There is no known mold growth at the Property. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains their Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that they take the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title.

39. No Representations. Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, 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, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Offering Plan specifically represented; Purchaser has relied solely on their own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. 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 shall not be relieved of any of Purchaser's obligations hereunder, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in the Offering Plan. A decrease in a unit's area of 5% or less may not trigger Purchaser's right to consent unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. The provisions of this paragraph shall survive the closing of title or the termination of this Agreement.

40. Certain References. 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. 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 Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

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

42. Successors and Assigns. Subject to the provisions of Article 23 hereof, 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.

43. No Oral Changes. This Agreement or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

44. Counterparts. This Agreement (or any such Rider(s)) may be executed in any number of counterparts, including but not limited to any signature conveyed through electronic mail transmission ("PDF") and/ or facsimile transmission, any one of which shall be deemed to be an original and all of which shall constitute one and the same document. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart

were upon the same documents and shall be deemed valid as originals. A PDF or facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding.

45. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Offering Plan.

46. Smoking Policy. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

<Signature Page Follows>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

4TH AVENUE DEVELOPMENT OWNER LLC

By: _____
Name:
Title:

PURCHASER:

By: _____

By: _____

WITH RESPECT TO PARAGRAPH 4:

ESCROW AGENT:

By: _____

SCHEDULE A

INSPECTION STATEMENT

4TH AVENUE DEVELOPMENT OWNER LLC
221 West 37th Street, 5th Floor
New York, NY 10018

Re: Unit No.
The 58 Saint Marks Place Condominium

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found all items in good condition, free of chips, mars, breaks or other defects:

Exceptions

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

_____
Purchaser's Signature

_____
Sponsor's Representative

FORM OF LICENSED SPACE AGREEMENT

AGREEMENT MADE THIS _____ day of _____, 20___ (this "Agreement") by and among 4TH AVENUE DEVELOPMENT OWNER LLC ("Sponsor"), having an office at 221 West 37th Street, 5th Floor, New York, NY 10018, on behalf of The Board of Managers of The 58 Saint Marks Place Condominium and _____, having an address at _____ (the "Licensee");

WHEREAS, pursuant to that certain Declaration and By-Laws for the Condominium known as The 58 Saint Marks Place Condominium (the "Condominium") dated _____, recorded on _____ as _____, (the "Declaration") for the property having the street address 58 Saint Marks Place, Brooklyn, NY 11217 (the "Property"), the Property was submitted to by Sponsor as a Condominium regime;

WHEREAS, Licensee desires the right to the exclusive use of _____ (the "Licensed Space"),

WHEREAS, Sponsor holds a license to the Licensed Space, and for good and valuable consideration has agreed to sell such license to Licensee,

WHEREAS, the Licensed Space is located in the Condominium and as is now under the jurisdiction of the Board of Managers ("Licensor"), and

NOW THEREFORE, in consideration of $10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to and in accordance with the terms and conditions of this Agreement and the Declaration, Licensor hereby issues to Licensee, its successors and assigns and Licensee hereby accepts from Licensor, a license (the "License") to use the Licensed Space for its intended purpose and for no other purpose. Licensee shall, at its own expense, keep the Licensed Space clear of all debris as it relates to their use. Licensee shall not store in Licensed Space any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, or (iii) items which have an objectionable odor or which may spoil or decay. Licensee shall not (a) interfere with another licensee or deface, damage or alter the Licensed Space, the Building or Licensor's equipment.

2. The term of the License shall continue on a month to month basis until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein or in the Declaration. In the event the License is terminated, Licensee shall vacate and surrender possession of the Licensed Space, in the condition as existed prior to the commencement of this Agreement. Any property not removed from the Licensed Space at the expiration or termination of the License shall be considered abandoned and may, at Licensor's option, be disposed of at Licensee's cost and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of the License.

3. Licensee will be required to pay a monthly License Fee to Licensor as determined by Licensor in the budget. License Fees are charged and paid independently of Common Charges and Special Assessments only to Licensees. A Licensee may abandon and terminate their license upon ten (10) day's written notice to Licensor; the Licensee will not be required to pay the monthly License Fee after abandoning and terminating their license and will not be

responsible for any unpaid License Fees. Licensor will be authorized to locate a replacement Licensee, issue or sell a new license, and charge License Fees to the new Licensee with no reimbursement of the consideration paid by the Licensee that abandoned and terminated their license. In the event of a default in the payment of any monthly License Fee, Licensor, at its sole option, may declare the license terminated. Prior to making any such declaration following a default, Licensor shall send notice to the delinquent Licensee giving the Licensee a ninety (90) day grace period in which to make a payment in full. Licensor may charge the delinquent Licensee a fee of not more than One Hundred Fifty ($150.00) Dollars to cover the additional burden to the Board occasioned by the lack of timely payment, in addition to interest at the highest legal rate on the License Fee from its due date to the date payment is actually received from the Licensee. Following the ninety (90) day grace period, Licensor may terminate a license without reimbursement of the consideration paid to acquire the license.

4. Licensee shall indemnify and save harmless Sponsor, Licensor, and Licensor's agents against and from any and all liability, loss, damage and expense (including, without limitation, reasonable attorney fees and expenses) arising from injury to person or property occasioned by the failure of the Licensee to comply with any provision in this Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Licensed Space, or by the Licensor, its agents, servants or contractors when acting as agent for the Licensee as herein provided.

5. Neither Licensor nor its agents or employees shall be liable for any theft or damage to property in Licensed Space unless due to the gross negligence of the Licensor. Licensor undertakes only to act as a licensor, and under no circumstances shall the Licensor or its agents be deemed to act as Licensee's bailee.

6. Licensee represents that it has made a thorough inspection of the Licensed Space and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the term of the License, take good care of the Licensed Space.

7. Licensor shall not provide any services to the Licensed Space.

8. This Agreement shall inure to the benefit of the Licensor's successors and assigns and may not be modified except by a writing signed by the party to be charged.

9. Licensee shall provide ten (10) day's written notice to Licensor upon the sale of the license. The Board of Managers as Licensor shall issue a new license to the purchaser.

10. The terms of this Agreement are subject to the terms of the Declaration and By-Laws. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Declaration and By-Laws. Any conflict between the provisions of this Agreement and the Declaration and By-Laws shall be determined in favor of the Declaration and By-Laws.

11. If Licensee shall default in fulfilling any of its covenants or obligations, Licensor may (i) deny access to the Licensed Space until Licensee cures such default, or (ii) terminate the License by the giving of written notice to Licensee, whereupon the License shall terminate on the date set forth in such notice.

12. Licensee shall, at all times, use the Licensed Space only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York. Licensee, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration and any and all rules and regulations for the Building as Licensor or its agents may from time to time adopt.

13. Licensor or its agents shall have the right (but not the obligation) to inspect and examine the Licensed Space and to make such repairs and improvements as Licensor shall deem necessary or desirable to the Licensed Space or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

14. The failure of Licensor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of any of the rules or regulations adopted by Licensor, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

15. This Agreement shall constitute a license only and shall not be construed under any circumstances to be a sale or lease of the Licensed Space or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Condominium and the Licensee with respect to the Licensed Space.

16. Licensee shall be obligated to reimburse the Condominium and the Board of Managers for any and all legal fees and disbursements incurred in defending the rights of the Condominium under this Agreement, or, in the event Licensee defaults under this Agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder regardless of whether an action is commenced.

17. Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except in a writing signed by the party against whom the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such writing.

18. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement relating to the Licensed Space and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

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

20. All capitalized terms used in this Agreement not defined herein shall have the same meanings ascribed to them in the Declaration.

21. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, successors and assigns of the Licensee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

4TH AVENUE DEVELOPMENT OWNER LLC
SPONSOR

FOR THE BOARD OF MANAGERS OF
THE 58 SAINT MARKS PLACE CONDOMINIUM

By: _____
Name:
Title:

LICENSEE:

_____

FORM OF POWER OF ATTORNEY

The undersigned, _____, the Owner of Unit ____ in the building complex known as The 58 Saint Marks Place Condominium, 58 Saint Marks Place, Brooklyn, NY 11217 as designated and described in the Declaration establishing The 58 Saint Marks Place Condominium, dated _____, 20___ and recorded in the Office of the City Register of the City of New York on _____20___, in CRFN# _____ on the floor plans filed in the Real Property Assessment Department of the City of New York as Condominium Plan No. _____ (the "Condominium") do hereby irrevocably nominate, constitute and appoint the Board of Managers of the Condominium, and their successors, jointly, true and lawful attorneys-in-fact of the undersigned, with a power coupled with an interest, with power of substitution (1) to acquire, in their own names as members of the Board of Managers or in the name of their designee, corporate or otherwise by deed, on behalf of all owners of Condominium Units in said Condominium property, in accordance with their respective Common Interests, (a) any Unit whose owner desires to sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), or (b) any Unit which shall be the subject of a foreclosure or other judicial sale or whose owner desires to surrender or abandon same in accordance with the By-Laws, or (2) to lease any Unit whose Owner desires to rent the same, at such prices or at such rental, as the case may be, and on such other terms, and conditions as said attorneys-in-fact shall, in their sole discretion deem proper, and (3) thereafter to convey, sell, lease, sublease, mortgage, vote, or otherwise deal with any such Unit so acquired by them, on such terms and conditions as said attorneys-in-fact in their sole discretion determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, and (4) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium which the Board of Managers of the Condominium deems necessary or appropriate to comply with the Declaration of Condominium, or any law, ordinance or 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 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 Board of Managers deems necessary or appropriate, provided such change is consistent with the Condominium Act.

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

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

_____
Unit Owner

_____
Unit Owner

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

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

_____
(Notary)

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

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

_____
(Notary)

FORM OF UNIT DEED

THIS INDENTURE, made as of the ____ day of _____, 20___, between 4TH AVENUE DEVELOPMENT OWNER LLC, a New York limited liability company, having an office at 221 West 37th Street, 5th Floor, New York, NY 10018 (hereinafter referred to as the "Grantor"), and _____, having an address_____ (hereinafter referred to as the "Grantee").

W I T N E S S ET H:

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

The Condominium Unit known as Unit No. ___ together with a _____% undivided interest in the common elements of The 58 Saint Marks Place Condominium, also known by the street number 58 Saint Marks Place, Kings County, City and State of New York, said Unit being designated and described by the above unit number in the Declaration establishing a plan for Condominium ownership of the Condominium property under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York) dated _____ and recorded in the Office of the City Register of the City of New York on _____ under CRFN _____, (such declaration and any amendments thereto being referred to hereinafter, collectively, as the "Declaration"). The land on which the building containing the Unit is located is bounded and described as on schedule "A" annexed hereto, said Unit also being designated as Tax Lot _____ in Block 395 on the Tax Map of the Real Property Assessment Department of the City of New York for the Borough of Brooklyn and on the floor plans of the Building (the "Floor Plans"), certified by _____, on the _____ day of _____, 20___, and filed in with the Real Property Assessment Department of the City of New York on the _____ day of _____, 20___, as Condominium Plan No. _____ and also filed in the Office of the City Register of the City of New York as Condominium Map No. _____ under CRFN _____.

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

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of The 58 Saint Marks Place Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind the person having at any time 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.

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 16 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium's Board of Managers (as such term is defined in the Declaration) a Residential Unit is intended for residential purposes only.

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 (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 the 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.

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:

4TH AVENUE DEVELOPMENT OWNER LLC

By: _____
Name:
Title:

Grantee:

_____
(Print Name)

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

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

_____
(Notary Public)

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

On the ____ day of _____ in the year 20__ before me, the undersigned _____, 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 they executed the same in their capacity(ies), and that by 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

PROPERTY DESCRIPTION

FORM OF INTERIM LEASE AGREEMENT

AGREEMENT made this ___ day of _____, between 4TH AVENUE DEVELOPMENT OWNER LLC, having an office 221 West 37th Street, 5th Floor, New York, NY 10018 (hereinafter Sponsor) and _____ whose address is 58 Saint Marks Place, Unit # ____, Brooklyn, NY 11217 (hereinafter Purchaser),

WITNESSETH,

WHEREAS, Sponsor is the Sponsor of a condominium conversion of premises located at 58 Saint Marks Place, Brooklyn, NY 11217 and;

WHEREAS, Purchaser has executed a Purchase Agreement for Unit ___ (the "Apartment") at said premises, and;

WHEREAS, Purchaser wishes to occupy said Apartment prior to the closing of title;

NOW, THEREFORE, in conformity with the terms and conditions of the Offering Plan filed with the Attorney General of the State of New York, the parties agree as follows:

1) Commencing on _____, 20___, and terminating as hereinafter specified, PURCHASER shall have the right to use and occupy the aforementioned Apartment.

2) After a free three week grace period, Purchaser shall pay a fee for use and occupancy of the Apartment of $_____ per month. It is understood that this use and occupancy fee is not rent, and that no landlord-tenant relationship has been created between the parties, and that this Agreement is not governed or subject to any rent regulatory laws. Purchaser has deposited with Sponsor, and Sponsor recognizes that Purchaser has deposited the sum of $_____ representing a deposit under the Purchase Agreement. Purchaser's deposit of $_____ shall be applied against the purchase price of the Unit at closing and is subject to forfeiture by Purchaser in event of their default under the Purchase Agreement. In the event of Purchaser's default under the terms of the Interim Lease, Sponsor may direct the Escrow Agent to pay any use and occupancy fees due by Purchaser from such deposit.

3) The use and occupancy fee for the month in which closing occurs shall be adjusted at closing. No portion of the use and occupancy fee will be applied to the purchase price of the apartment. Any unapplied use and occupancy fee shall be refundable to Purchaser at closing.

4) The terms of the Offering Plan and all related documents in effect as of the date hereof are incorporated in and made a part of this Agreement. To the extent that there are any inconsistencies between this Agreement and the Offering Plan, the provisions of the Offering Plan shall control.

5) As of the date of this Agreement, risk of loss to the Apartment and its contents by fire of other hazard shall be determined pursuant to the terms of the Purchase Agreement for such Apartment, as contained in the Offering Plan for the premises in effect as of the date hereof, as if Purchaser were the owner of such Apartment.

6) Purchaser shall pay all utility costs and make any repairs to the apartment for which he would

be obligated as owner subject to the terms and provisions of Paragraph 12. Sponsor will not be responsible for ordinary wear and tear to the Apartment during the Purchaser's occupancy.

7) Purchaser may not make any alterations to the Apartment without Sponsor's written consent.

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

a. Closing
b. Rescission ("Rescission") of the Purchase Agreement by Purchaser under the Offering Plan
c. Default by Purchaser

9) Upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after notice thereof, or immediately after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the apartment will terminate, and Purchaser must vacate the Apartment. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due in addition to any liquidated damages due pursuant to the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement.

10) Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. Any such default will terminate Purchaser's right to use and occupy, and will also terminate Purchaser's right to purchase the Apartment, and shall result in loss of the Deposit.

11) This Agreement may not be assigned, and may not be changed, except by signed, written instrument. This Agreement is the entire agreement between the parties as regards use and occupancy of the Apartment pending closing.

12) As of the date hereof, Purchaser confirms that all work required to be done in or about the subject apartment has been completed, that the condition of title as set forth in the Purchaser's title report is acceptable, and that in all respects Purchaser agrees to accept the Apartment in "as is" condition except for the aforementioned items. As of the date hereof, Purchaser waives any right whatsoever to cancel the Purchase Agreement, except for a material change in the Offering Plan.

13) Failure to appear for closing within 30 days after delivery to Purchaser of notice by fax or mail that Sponsor is prepared to close shall be deemed a default both in this Occupancy Agreement and in the Purchase Agreement entitling Sponsor to cancel the Purchase Agreement, retain all sums previously paid and remove Purchaser from the subject apartment, and collect the increased use and occupancy fee set forth in Clause 9 above.

14) Purchaser agrees that as a term of this Occupancy Agreement to pay a lease preparation fee in the amount of $1,000.00 to Sponsor's attorney.

15) Any Interim Lease shall be subordinate to the mortgage held by the Lender.

16) Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

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

SPONSOR:

4TH AVENUE DEVELOPMENT OWNER LLC

By:_____

PURCHASER:

_____

TAX ESCROW AGREEMENT

AGREEMENT made this ____ day of _____, 20__ by and among 4TH AVENUE DEVELOPMENT OWNER LLC (hereinafter referred to as "Sponsor"), the Board of Managers of The 58 Saint Marks Place Condominium (hereinafter referred to as "Board of Managers") and _____, (hereinafter referred to as "Purchaser")

W I T N E S S E T H:

WHEREAS, Sponsor is the Sponsor of The 58 Saint Marks Place Condominium located at 58 Saint Marks Place, Brooklyn, NY 11217; and,

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

WHEREAS, as of the date hereof, Sponsor controls the Board of Managers; and

WHEREAS, the Purchaser is acquiring title to Unit ___ (the "Unit") on the date hereof; and,

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

WHEREAS, the Board of Managers desires to secure the Purchaser's obligation to pay Purchaser's proportionate share of the taxes due for the Unit for the _____ of the _____ tax year in the event that property has not been separately assessed by _____; and,

NOW, THEREFORE, the parties agree as follows:

1. At closing, the Purchaser shall escrow funds with the Sponsor for Purchaser's proportionate share, based on the Unit's percentage of Common Interest, of the Sponsor's real estate tax obligation for the _____ of the _____ tax year (the "Tax Obligation") in the amount of $_____.

2. The Board of Managers is irrevocably authorized to pay, and hereby agrees to so pay, Purchaser's proportionate share of such real estate taxes as are assessed against the premises from the escrow account when such taxes are due and payable.

3. In the event that the Purchaser's escrow of the Tax Obligation shall be insufficient to meet the Purchaser's proportionate share of the actual assessed real estate taxes, the Board of Managers shall assess the Purchaser for such shortfall. Purchaser hereby agrees to pay such assessment in accordance with the terms of the Declaration and By-Laws but in no event later then the due date for such real estate tax payment.

4. Upon each subsequent closing of the remaining Units, the Sponsor shall collect the

estimated amount of taxes attributable to such Unit for the _____ of the _____ tax year from the purchaser thereof.

5. The escrow shall be kept in a non-interest bearing account.

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

7. In the event that any sum paid to the Board of Managers hereunder shall not be paid toward real estate taxes for any reason, such sum shall be reimbursed to the Purchaser or Sponsor who advanced same.

8. Purchaser shall be entitled to receive any retroactive credit for real estate taxes actually paid by Purchaser (either directly or via payment from the escrow account) from the date of closing until the individual tax lot for the Unit is separately assessed which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Sponsor, Sponsor shall promptly reimburse the Purchaser in the amount of said credit.

9. Sponsor shall be entitled to receive any retroactive credit for real estate taxes actually paid by Sponsor for any period prior to closing which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Purchaser, Purchaser shall promptly reimburse the Sponsor in the amount of said credit.

10. In the event that the individual Condominium Units have not been separately assessed for real estate tax purposes on or before _____, the Board of Managers will collect an additional escrow from each Unit Owner for the Unit Owner's proportionate share of the amount determined by the Board of Managers to be sufficient to pay the outstanding real estate taxes. In such event the Board of Managers shall be authorized to pay all outstanding real estate taxes directly to the New York City Department of Finance.

11. The Unit Owner indicated below has executed this Agreement for the purpose of consenting to the terms hereof and to agree to advance to the Board of Managers any sums that represent the proportionate share of real estate taxes for their Unit until the time when the City of New York actually apportions the tax lots for the individual condominium units.

12. This Agreement may be signed in counterparts and facsimile or other electronic copies of signatures shall be deemed originals for purposes of this Agreement.

[Signature page follows]

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

4TH AVENUE DEVELOPMENT OWNER LLC
SPONSOR

By: _____
Name:
Title:

4TH AVENUE DEVELOPMENT OWNER LLC
SPONSOR

FOR THE BOARD OF MANAGERS OF
THE 58 SAINT MARKS PLACE CONDOMINIUM

By: _____
Name:
Title:

CONSENT:

_____
Purchaser

BRENT M. PORTER, ARCHITECT AND ASSOCIATES
166 St. James Place, Brooklyn, NY 11238 718-789-5426 FAX: 718-622-3444

ARCHITECT'S REPORT OF PROPERTY AND BUILDING CONDITION

The specifications which follow are intended to outline generally the nature of work, materials and equipment and to indicate the contemplated character of the Building.

A. Location and Use of the Property:

1. Address:	58 St Marks Place Brooklyn, NY, 11217
2. Block/ Lot No.:	Block: 395 Lot: 30
3. Zoning District:	The Building is partially located in R8A/C2-4 commercial overlay district, and partially located in R7-B residential zoning district. The Building will comply with all zoning and use requirements. Construction site consists of tax lots 30, 33,34,35,36 and 37 which have been merged into tax lot 30 (ZL1). Taxes lots 44, 45 and 46 (ZL2) fronting Warren Street are occupied by residential use buildings. Six (6) existing dwelling units at ZL2 will remain with current Certificate of Occupancy. The total zoning lot area including tax lot 30, 44, 45, and 46 have a total area of 23,103 square feet. Maximum allowable zoning area (residential, community facility and commercial zoning area) equals to 133,430 square feet. Proposed total zoning floor area equals 133,017.35 square feet, which leaves 412.65 square feet of zoning area that is available.

	4. Permissible Uses:	Residential, Use group 2 on floors 2-12, as per New York City Zoning Resolution which permits residential use "as of right". Commercial, Use Group 6 on the cellar and first floor, as per New York City Zoning Resolution which permits commercial use “as of right”; Community Facility Use Group 4 on the first floor, which is permitted “as of right.” Accessory Residential use on the sub-cellar, cellar and first floor.
	5. Other:	About 5,500 SF of development rights were obtained for this development from lots 44, 45, and 46. The sponsor has retained all available development rights from the aforementioned air rights parcels. The sponsor is not retaining any additional development rights for future expansion of the Building. This development does not have a landmark status.
B.	Status of Construction:	One (1) story commercial building that had previously occupied the construction site has been demolished, along with residential buildings. Construction commenced in April 2019 and is expected to be substantially completed by October 2021 subject to force majeure. The Building will conform to the applicable regulations of the 2014 Building Code. Fire walls and fire barriers have a required fire-resistance rating greater than one hour including shafts, exit enclosures, and exit passageway walls. Fire partitions include corridor walls and demising walls

between units. The building will also comply with the NYC zoning resolution Article II chapter 8 for quality housing. As per quality housing, the building will have light and windows visible from the vertical circulation core. The building will have required recreation space available to occupants of the building as per ZR 28-21. The building will have washer and dryers within each dwelling unit. Refuse storage will be provided at each floor. The building will have landscaping and tree planting as per quality housing requirements. All the building windows will be double glazed windows in a full compliance with ASHRA Energy Code and the building will also have parking that will be screened and enclosed within the building in the sub-cellar in compliance with quality housing chapter 8 and as well as Article II chapter 6 required “group parking”.

1. Class of Construction:

The Building is classified as Class 1B (non-combustible) and will conform to all applicable regulations of the Building Code of the City of New York ("Building code").

2. Certificate of Occupancy:

After completion of construction, Sponsor will apply for a Certificate of Occupancy for the Building, or portions thereof, from the Department of Buildings of the City of New York (“DOB”). Buyers are advised to visit the DOB website for further recommendations when purchasing units in a Building that does not have a final Certificate of Occupancy. In

addition, see the special risks section of the Offering Plan for further disclosure regarding TCO issues.

3. Permit Numbers & description of work done:

The plans were filed under with the Department of Buildings. The Building permit No. 321386175-NB dated 09-27-2019 was issued for the construction of the project.

C. Site:

1. Size:

The construction site is located on Block 395, Lot 30 which is approximately 18,320 square feet. The construction site has a front on St. Marks Avenue of 20'. Front of 179' on 4th Avenue and front of 97.58' on Warren Street. The construction site has one proposed new building that will comply with NYC BC and zoning resolution. The development site which is also the zoning lot, includes tax lots 44, 45, and 46 which collectively constitute approximately 4,783 square feet. These lots are constituting the air rights parcel where 4,783 sf of air rights were transferred from these lots (44, 45, 46) to lot #30 on which the new proposed building will be constructed. Tax lot 44, 45, and 46 all have existing 3 story buildings. The total zoning lot area including tax lot 30, 44, 45, and 46 have a total area of 23,103 square feet.

2. Number of Buildings and use:

The Building will be comprised of one 12-story building over sub-cellar and cellar with two (2) bulkhead levels. The Building will be used primarily for residential purposes with commercial use on the first floor and cellar and a Community Facility on the first floor. The Building will consist of one hundred and Five (105)

Residential Units from floors 2-12, with forty-eight (48) residential accessory parking spaces in cellar. As per the zoning resolution, parking is required for only 40% of the dwelling units (42 parking spaces). The provided 48 accessory parking exceeds by six (6) parking spaces the minimum number required. The parking facility will be accessible by a car elevator having an entrance on Warren Street. The car elevator will be self-operated. The 48 parking spaces will be provided with 28 parking spaces and 10 double stacker car lifters. There will be six (6) retail Stores on the first floor and cellar.

The main residential lobby and portion of the building egresses will front 58 St. Marks Place, with an auxiliary entrance on Warren Street. Retail Units will front 4th Avenue. The Community Facility will be accessible via the secondary residential lobby fronting Warren Street. Roof terrace will be reflected in the Certificate of Occupancy as accessory to the residential space.

3. Streets:

The construction site fronts 4th Ave to the East for 179'-0", St. Marks Place to the North for 20'-0" and Warren St. to the South for 97'-7".

4. Drives, Sidewalks and Ramps

The sidewalk fronting the construction site and parts of the sidewalk fronting lot 30 will be replaced with new concrete sidewalk pitched away from the Building for drainage to the curb and is free of tripping hazard and ponding. The curb abutting the construction site will be replaced with a new concrete curb. Sidewalk lighting is provided primarily by the existing New York City light poles. Site lighting will consist of standard, wall and/or pole mounted fixtures. Street

lighting is provided by the City of New York in accordance with the New York City Department of Transportation ("DOT") regulations. The condominium will be responsible for maintaining sidewalks in accordance with the requirements of the Authority Having Jurisdiction ("AHJ"). The condominium will not need to obtain Right-of-Egress from an adjacent neighbor.

D. Utilities:

1. Electricity:

i. Electrical service to the Building will be provided by Consolidated Edison Company ("Con Edison"), a regulated company. Service to individual units is distributed from the apartment distribution panels with sub-metering devices. Power is routed from the ADP's to the units on dedicated risers.

ii. Electricity consumed in the Residential Common Elements shall be commonly metered and the cost of electric use measured thereby shall be a common expense of all Residential Unit Owners. The electrical charges with respect to the General Common Elements will be borne by all Unit Owners as a General Common Expense.

iii. The Retail Unit(s) shall be separately metered. They will be solely responsible for the cost of their individual electric bill(s).

iv. The Community Facility Unit shall be commonly metered, and the cost of electric use measured thereby shall be a common

expense of all Unit Owners.

2. Gas: Natural gas metered service is supplied by National Grid. Five common gas meters will be provided for the Building. First common meter are provided based on utility company rate schedules for apartment kitchen ranges for cooking, BBQ and dryer. Second meter is for make-up air units and hot water heaters. Third and Fourth meters are for commercial space of the building. Fifth meter is for generator.

3. Domestic Water and Sewer Service: Water supply and combined sewer servicing the Building will be provided by the City of New York. Water will be collectively metered for the entire Building, and the cost of water use measured thereby with any sewer charges, shall be a common expense of all Unit Owners.

4. Telephone: Telephone service will be available to be provided by Verizon, Spectrum Cable and/or another service provider. Each Unit Owner will be required to pay the telephone charges and initial charges for activating individual outlets in their respective Unit. The telephone charges with respect to the Residential Common Elements (such as the concierge's desk, etc.) will be borne by all Residential Unit Owners as a Residential Common Expense. The telephone charges with respect to the General Common Elements (such as the reception desk, fire alarm, etc.) will be borne by all Unit Owners as a General Common Expense.

5. Cable Television & Internet: Cable Television service and Internet will be available to be provided by Verizon, Spectrum Cable and/or another service provider. All charges for cable television service (including installation and subscription charges)

will be paid by each Unit Owner who subscribes directly to the service provider. The charges for cable television with respect to the Residential Common Elements will be borne by the Residential Unit Owners.

E. Sub-Soil Conditions:

The general subsurface stratigraphy consists of Uncontrolled Fill overlying Sand and Gravel underlain by clay. Groundwater was reported at depths about 15- to 25-ft below sidewalk grade The description of the reported subsurface layers is as follows:

Uncontrolled Fill [Class 7]

An approximately 5 to 10-ft thick uncontrolled Fill stratum consisting of sand with gravel, brick, and construction debris was encountered and is classified as Class 7 per the 2014 New York City Building Code (NYCBC).

Gravel [Class 2a/3a/3b/6]

Sand and gravel with varying percentages of silt and clay were encountered below the Fill stratum and extends to approximately 90-ft below grade. N-values ranged from 2- to more than 100-bpf (refusal) with an average of 22 bpf. The Sand and Gravel is classified as Class 2a, 3a, 3b, and 6.

Soil density generally improves with depth beyond 30- to 45-ft below grade. Low blow counts (below 10-bpf) were consistently recorded in borings B1, B-2, and B-7 in the upper 45-ft. On the other hand, in borings B-3, B-4, and B-5, bearing materials with N-values above 10-bpf were generally encountered beyond 30-ft below grade.

Borings B-3 to B-7 terminated within this stratum. Weak zones were encountered in B-3 and B-6 between 60- to 70-ft below grade, with N-values below 10-bpf.

Bedrock was not encountered.

Sand [Class 4b]

Pockets of Clay were encountered in borings B-1 and B-2 at 50-ft below grade. One clay sample was obtained each boring, with N-values at 20 and 15, respectively and can be classified as Class 4b per the NYCBC. Both B-1 and B-2 terminated within this stratum, at 52-ft below grade.

Silt [Class 5a & 5b]

Groundwater was reportedly encountered in borings B-2 and B-7 at approximately 25-ft below grade, or El. 3 during the subsurface investigations. Groundwater was reportedly encountered in boring B-1 at approximately 15-ft below grade. Groundwater was not encountered in any of the test pits.

The New York City Transit (NYCT) subway lines N/R/D run under 4th Avenue adjacent to the site.

The building is supported on mat foundations bearing on soil having a minimum bearing capacity of 1.5-tsf.

Environmental Conditions:

The site is subject to an E-Designation for Noise (E-33) pursuant to the 4th Avenue Rezoning (CEQR #88-032K and ULURP #870955ZMK) and the regulatory oversight of the New York City of Environmental Remediation (NYCOER).

An active New York City Transit (NYCT) subway tunnel (D,N,R,W)) is located immediately to the east of the construction site beneath 4th Avenue.

The FEMA Flood Insurance Rate Map No. 3604970211G indicates that the site is outside the flood zone.

The property is located 1,000 feet from the nearest flood zone as per FEMA map published in May 2015.

The building will be designed with windows that have an “alternate method of ventilation”. The windows will be designed with trickle vents that can bring in sufficient air for code requirements when the window is in a close position.

The building foundation was designed by the structural engineer to accommodate the gravity load as well as the lateral forces on the building

and is also in compliance with NYC 2014 BC.

Building has waterproofing and foundation waterproofing manufactured by Cetco.

In order to comply with the E requirements for Noise, a Remediation Action Plan (RAP) has been prepared and has been submitted to OER for approval. The RAP indicates that the following noise attenuation requirements will he met:

The minimum required OITC rating is 25 dBA for commercial floor (1st fl) and 30 dBA for remaining floors.

Windows have been selected so that they comply with these minimum requirements. Additionally, trickle vents will be installed as an alternate means of ventilation per the Noise "E" requirements.
As per approved Noise RAP by OER 19ENOS387K, window and trickle installation will be implemented and the Noise "remedy" will be documented via the preparation and submittal of a Noise Installation Report (IR). This report will certify that the Noise "E" requirements have been satisfied.

F. Landscaping & Enclosures:

1. Grass Cover: There will be an area of turf/scrub at the 1st floor terrace adjacent to the residential lobby residential.

2. Trees: There are fourteen (14) trees required by Quality Housing program Chapter 8 NYCBD. There are eight (8) trees on site, of which five (5) are to remain

protected. There are three (3) proposed tree to be planted on site, and there are six (6) required trees to be paid into the Tree Fund. Existing and proposed trees are on the sidewalk(s) of Warren Street, 4th Avenue and St. Mark Place. Trees are in compliance with Parks Department regulations and DOT regulations.

3. Fencing: 6 Foot vinyl fencing.

4. Gates: There are no entry gates.

5. Garden Wall: There are no garden walls.

6. Retaining Walls: There are no retaining walls.

7. Display Pools: There are no display pools and/or fountains.

G. Building Size:

1. Total Height: The total height of the Building from average sidewalk elevation to top of slab at main roof elevation is 124'-11". Roof over elevator bulkhead is at 150'11".

2. Crawl Space: There is no crawl space.

3. Number of subfloors: There is a cellar and sub-cellar. The sub-cellar elevation 3.39'; The cellar will be at elevation 12.72'.

4. Number of floors: The Building will consist of twelve (12) floors above grade. The height of each floor will be measured from top of structural concrete slab to top of structural concrete slab and will be:

Sub-Cellar to Cellar floor	"	9'-4"
Cellar to 1st floor	"	14'-5"
1st floor to 2nd floor	"	13'-6"
2nd floor to 3rd floor	"	9'-9"
3rd floor to 4th floor	"	9'-9"

4th floor to 5th floor	"	9'-9"
5th floor to 6th floor	"	9'-9"
6th floor to 7th floor	"	9'-9"
7th floor to 8th floor	"	9'-9"
8th floor to 9th floor	"	9'-9"
9th floor to 10th floor	"	10'-8"
10th floor to 11th floor	"	10'-8"
11th floor to 12th floor	"	10'-8"
12th floor to 13th floor	"	10'-8"
Roof to roof of stair bulkhead	"	11'-0"
Stair Bulkhead to elevator bulkhead roof	"	15'-0"

5. Equipment Rooms: Utility and equipment rooms (i.e., gas, electric, water service, sprinkler, telecommunication and fire pump) and a trash compactor will be located in the cellar and/or sub-cellar. Residential elevator machine room(s) will be located on the bulkhead level and/or the cellar level. Car elevators machine room will be located in the sub-cellar. Hot water heater room will be located on the roof bulkheads.

6. Parapet: Top of parapet is provided with aluminum coping 3'-8" above finished roof. Whenever a full 3'-8" parapet isn't provided a glass railing aluminum top rail will be provided.

H. Structural System:

1. Foundations: The building is supported by a 2'-6" mat foundation which also serves as the lower level slab. The mat was designed to bear on soil having a minimum capacity of 1.5 tons per square foot. 1'-4" concrete foundation walls frame the perimeter of the building's two below grade levels. There is no sub-grade drainage system that was designed around the mat foundation. Foundation walls and floor slab have waterproofing system by Cetco Manufacturing.

Superstructure:

The structural system used for this building is a cast-in-place reinforced concrete system. All floors except for the lowest level slab are framed by cast-in-place 8” thick flat slabs with clear spans generally not larger than 22’-0”. On the upper level floors, slab thickness in some specific locations was increased to 9” to allow for larger spans required to accommodate the architectural design.

The cast in place concrete floors (8” and 9”) prevent sound transmission between floors and has a STC class rating of 50 or better and is in full compliance with NYC BC and Multiple Dwelling.

Slabs are supported on concrete columns. Building columns that interfere with parking layouts are transferred on the 1st or 2nd floor levels utilizing concrete transfer girders.

Lateral loads on the structure are resisted by 12” concrete shear walls located mostly around stair and elevator shafts.

Exterior Walls:

i. The exterior wall of the main residential entrance on St. Mark place St. will be a cavity wall with a terracotta panels facade. Wall assembly will include terracotta panels, air gap (cavity), 3” mineral wool insulation, waterproofing applied to 6” concrete block, with gypsum board finish over steel stud on interior side. Total wall thickness is 16” with R value of 17.77, which is better than what is required by NYS Energy Code. Side walls to the height of neighboring buildings are comprised of 2.5" rigid insulation, waterproofing applied to 8” reinforced concrete block, and 2.5” metal studs with gypsum board finish on interior side. Total wall thickness is 13” value of 15.93, which is better than what is required by NYS Energy Code.

   Side walls over the height of neighboring buildings & the rear walls are comprised of 2.5" rigid insulation with stucco finish, waterproofing applied to 8” concrete block with gypsum board finish over steel stud on interior side. Total wall thickness is 13” with R value of 15.93, which is better than what is

required by NYS Energy Code.

The exterior walls fronting the three streets: St. Marks, 4th Avenue, and Warren Street do not require a fire rating. The building on the westerly portion of the property (fronting the westerly side lot line) has a minimum fire rating of 2 hours as required by 2014 NYC BC.

The first Local Law 11 report will be due five years from the date of issuance of the first Temporary Certificate of Occupancy, planned 2021 subject to force majeure.

ii. Windows:

Building will be constructed with a window wall system or storefront stick system. The windows will consist of vision glass, back painted spandrel glass and back painted glass sandwich panel.

Windows comply with structural performance, air infiltration, and water penetration requirements indicated in AAMA 101 for type, grade, and performance class of window units required.

Windows are manufactured by:

"R King Window Corporation" or approved equal.

Window frame has extruded aluminum frame and is attached with anchored clips made of nonmagnetic aluminum. Insulated glass has have 1/4" outer lite and 1/4" inner lite of clear float glass and 1/2" dry air space which is hermetic seal. Trickle vents (Trimvent® SM – Surface Mounted Aluminum Slot Ventilator and Trimvent® Sleeve) or approved equal will be installed in each habitable room as an integrated component in window receptors of R King Windows Series 6000 or approved equal, on all floors. Fresh air will be provided to all bedrooms and living rooms via the trickle vents at closed-window condition.

Window walls – factory-glazed, unitized perimeter window wall frame system will be provided according to requirements. Lot line windows will be made with factory glazed insulated glass. Non-corrosive reinforcements will be provided as required for structural performance. Spandrel glass will be

provided as per requirements. Operable windows provided as per requirements. Stainless steel tie back support anchors provided as per requirements. Window wall system design concept shall meet all design and performance requirements.

Window grade and class shall comply with requirements of "AAMA" Grade and Performance Class DA-AW40.

Specification:

GT1 – Vision Glass

¼" exterior Lite PPG Solarban 60 on clear Low-E #2, Cavity ½"(Air Filled), ¼" Interior lite (clear)

GT2 – Back Painted glass

¼" exterior Lite PPG Solarban 60 on clear Low-E #2, Cavity ½"(Air Filled), ¼" Interior lite (enameled glass)

GT3 – Protected Glass

¼" tempered exterior Lite PPG Solarban 60 on clear Low-E #2, Cavity ½"(Air Filled), ¼" tempered Interior lite (clear)

GT4 – Fire protecting glass

6mm ESG-H float, .236" spacer, 16mm black warm edge, .63" argon fill, 1" polflam.

There are lot line windows along the westerly new building wall. The lot line windows are in full compliance with 2014 NYC BC. Lot line windows have sprinklers and protected glazing.

Lot line windows are located at 4th floor, Unit 411 in the living room. 5th floor, Unit 511 in the living room, Unit 516 in the kitchen. 6th floor, Unit 611 in the living room. 7th floor, Unit 711 in the living room. 8th floor, Unit 811 in the living room. 9th floor, Unit 910 in the living room. 10th floor, Unit PH 1003 in the living room and kitchen. 11th floor, Unit PH 1103 in the living room and kitchen. 12th floor, Unit PH 1203 in the living room and kitchen.

Lot line windows will not count as windows for

light and air as per multiple dwelling law.

Windows will have a 10 year limited manufacturer warranty.

Window will have a maximum U Value of .36 that will be in full compliance with Energy Code and will be thermally broken with Polymide Thermal break.

iii. Landmark Status:

Building is not a landmark building and is not located in a Landmark district.

2. Parapets and Copings:

The parapets are masonry walls reinforced with vertical corrosion resistant dowels embedded into the concrete slab and concrete block walls. The parapet coping is made of aluminum.

3. Chimney and Caps:

There are ducted ventilation shafts for toilet and kitchen exhausts that are located adjacent to bathrooms and kitchens. There are also laundry vents where indicated on plans. These are exhausted on the roof and at the building setbacks. There is a trash chute, terminating at the bulkhead roof. Hot water tanks located at roof bulkhead hot water room will be vented with prefabricated chimney with cap. Commercial kitchen exhaust will be provided along Stair A and the Trash Chute and will terminate above stair bulkhead at roof.

The chimney of the hot water heater in 6" double wall AL29-4C.

4. Balconies and Terraces:

i. Deck finish:

All terraces will have 2’ x 2’ precast concrete pavers on adjustable pedestals that shall be fabricated to resist freeze, thaw cycle. There are terraces accessory to residential units on the 11th floor, as well as on the 12th floor, as indicated at individual unit plans. Balconies are finished with skid resistant tiles.

The following units will have access to balconies; Unit 301, Unit 304, Unit 307, Unit 309, Unit 310,

Unit 311, Unit 312, Unit 314, Unit 401, Unit 404, Unit 407, Unit 409, Unit 410,Unit 411, Unit 412, Unit 414, Unit 501, Unit 504, Unit 507, Unit 509, Unit 510,Unit 511, Unit 512, Unit 514, Unit 601, Unit 604, Unit 605, Unit 606, Unit 609, Unit 610 Unit 611, Unit 612, Unit 614, Unit 701, Unit 704, Unit 705, Unit 706, Unit 709, Unit 710 Unit 711, Unit 712, Unit 714, Unit 801, Unit 804, Unit 805, Unit 806, Unit 809, Unit 810 Unit 811, Unit 812, Unit 814, Unit 901, Unit 902, Unit 903, Unit 909, Unit 910, Unit 912, Unit 914, Unit PH 1101, Unit PH 1102, Unit PH 1103, Unit PH 1201, Unit PH 1202, Unit PH 1204

The following units will have access to terraces; Unit 204, Unit 207,Unit 209, Unit 210, Unit 212, Unit 214, Unit 516, Unit 910, Unit PH 1001, Unit PH 1002, Unit PH 1003, Unit PH 1104, Unit PH 1105, Unit PH 1106,

Balconies and terraces will be listed as accessory to residential on the CO.

ii. Balustrade:

Powder coated black metal posts with stainless steel cabling attached to tensioning hardware at 2nd floor terrace.

iii. Railings:

Residential Unit terraces have a tempered glass, dry glazed railing with reinforcement manufactured by C.R. Laurence Co., Inc. or approved equal.

iv. Copings:

Aluminum coping are installed on parapets at all terraces, roof, and bulkheads.

v. Soffits:

Soffits at balconies and terrace, below occupied spaces, will be finished with composite metal panels, fiber cement panels, or approved alternate.

vi. Doors to terraces:

All doors to terraces and gardens will be

aluminum. Frames shall be extruded aluminum billet all meeting the requirements of ASTM B221. Principal terrace door frame and door stile members will be a minimum of 0.125” in thickness. Doors leaf depth front to back 3.75” minimum.

Doors have tempered insulated glass. Frames are thermally broken.

Doors manufactured by:

“R King Window Corporation”, or approved equal.

All terraces shall have a floor drains connected to the storm drainage system. Roof will be pitching toward the floor drain with up to 2 degree slope, perimeter edge drip will be provided.

All sills will have corrosion-resistant anchors

All exterior metals are corrosion-resistant (stainless steel / Galvanized Steel / Aluminum).

Manufacturer to provide warranty of 10 years from date of manufacture. Commencement date is July 1st 2020.

No bond, guarantee or warranty is issued by the installer.

5. Exterior Entrances:

i. Exterior Doors and Frames:

The primary entrance to the residential lobby on St. Marks Place is provided w/ a single door (wood door and aluminum frame). Door is custom, 40” wide pull/push handles. Hardware for the main residential entrance manufactured by: "Rixson" or approved equal and includes:

Pivot Hinge	XPH16-606
Magnetic Lock	SDC E1200

There are three (3) egress exit doors at first floor. Hardware for these doors is manufactured by: “McKinney” or approved equal and include:

Continuous Hinge	MCK-FM300 Security Studs
Exit Device	7150F EO ECK1

Storefront doors are manufactured by R King Window Corporation or approved equal.

ii. Mail Boxes:

Mail boxes made of gray extruded aluminum and approved by the US Postal Service. Mailing distributed by the US Postal Service. Mailboxes located at lobby behind concierge.

iii. Canopies:

There is a concrete marquee at the main residential entry facing St. Marks Place; There are concrete canopies along 4th Avenue and Warren Street.

iv. Exterior Stairs:

There are only two exterior steps at the garden over the car elevator over-run at the 2nd floor. These two stairs consist of poured in place concrete covered with waterproofing and is covered with concrete pavers.

There are also exterior stairs at the dwelling unit that is located at the 5th floor at the west north corner of the building. The exterior stairs are poured in place concrete and provide an access to the dwelling unit located at the 5th floor up to the roof over the 5th floor which is a private terrace. These stairs have a galvanized steel pipe railing 2" diameter steel anchored to a masonry wall with metal plates and stainless steel bolts.

6. Service Entry

There is a service entrance facing Warren Street. It will be used as for move in and move out, Community Facility access and bicycle storage access.

i. Doors and Frames:

a) Service doors are made out of aluminum and tempered glass, door frames are made out of aluminum. Doors are swing in type with mortise lock and electric fob at exterior. Door are manufactured by RK Windows.
b) There is no exterior gate at service entry.
c) There is no exterior stair at service entry.
d) There are no railings at exterior entry.

7. Roof and Roof Structures:

i. Material:

a. Roofing membrane for main roof manufactured by Bessern (or approved equal) for use in adhered waterproofing system or approved equal by Siplast or Alt Global.

Roofing system for the main roof has:

b. Filter fabric, 6” extruded polyisocyanurate insulation over drainage mat, Paradiene 20TG and PA-917 LS primer. Total R value of roof assembly is 36.15.

c. Surface is finished with 2’ x 2’ pavers on adjustable pedestals that shall be fabricated to resist freeze, thaw cycle. Portion of the roof is finished with artificial turf.

Limited 20 year warranty to be provided by manufacturer. Installation Completion and in consideration of a payment to BESSERN Building Products, LLC. (“BESSERN”) of a warranty fee of twenty-five ($0.25 USD) per square foot of area covered with the ENDURIT System and all BESSERN ENDURIT Ancillaries to complete the installation, BESSERN will, subject to the terms set forth below, make or cause to be made repairs necessary to correct leaks to the System installed on the Building due to the following causes: 1. System deterioration as a result of ordinary wear and tear and the effects thereof; and 2. Improper workmanship during installation by the waterproofing contractor who installed the System (“Contractor”) to the extent not otherwise covered by Contractor’s warranty (if any) or insurance.

ii. Flashing Material:

Roof flashing has a metal flashing sheet metal made of aluminum.

Drains:

Cast iron drains provided, which discharge through internal leaders into the Building storm systems. Cast iron drains have double inlets for overflow.

Mechanical equipment will be placed on curbs or dunnage beams with neoprene or spring isolators, or

approved alternate to prevent vibration.

Roof will be finished with 2’ x 2’ concrete pavers or approved equal.

The roof consists of 6” Continuous Polyiso Insulation with an R-Value of 34.8.

All requirements for quality housing program for building recreation are met and are in full compliance at 2nd floor that is provided as an enclosed recreation space for the building. The roof does not have a mandatory requirement recreation space for the building. However 2456 sf is provided.

iii. Skylights: There are no skylights.

iv. Stair Bulkheads:

Stair bulkhead exterior walls consist of 8" CMU wall with stucco finish at all sides. The interior walls consist of 20 gauge steel studs with two layers of G.B. fire code on stair side. Convenience stair bulkheads will consist of 16 GA. 6” steel studs construction with exterior sheeting and stucco finish.

v. Metal Work at Roof Levels:

a) Exterior Metal Stairs: There are no exterior stair.

b) Hatches to roof: There are no hatches to roof.

c) Ladders: There are ship ladders for access to bulkhead roofs and/or mechanical platforms.

vi. Rooftop facilities:

a) There are no rooftop antennas, cell phone towers, satellite dishes at the roof.

b) Roof top recreation area is accessible to all building residents. Building recreation occupies west portion of the roof with an area of 2456 sf, maximum occupancy is 12 persons. Private roof top terraces are distributed throughout the roof area and are connected via convenience stairs to apartments below. Total area that compromise limited common area is approx. 3085 sf with max. occupancy of 11 persons. Roof top areas

are code compliant. Fire department access paths to remain free of any obstacles.

c) Roof top terrace areas comply with NYC DOB Building Bulletin 2018-002. Accessory residential roof top areas will be reelected on the final Certificate of Occupancy.

d) Roof areas accessible to the building occupants will be finished with 2 feet by 2 feet pavers, which are appropriate for daily foot traffic or turf. Pavers are installed on adjustable pedestals and shall be fabricated to resist freeze, thaw cycle.

e) Roof areas are separated with 4'-6" high, aluminum fencing. Aluminum swing gates provide access to each limited common area and are controlled with Schlage FE695CEN622LAT hardware or approved equal.

9. Yards and Courts:

i. There is an inner court above the gym of the building and complies with the minimum dimensions as indicated in the zoning resolution.

ii. Paving:

Portion of the inner court is paved with 4'x1' granite sleepers, while the rest is planted with turf, decorative bushes and trees.

iii. Drainage:

There are sixteen (16) area/ pit drains and one (1) trench drain. They are cast iron drains and are connected to the Building drainage system.

iv. Exterior Stairs:

There are no exterior stairs at yards and courts.

v. Railings:

There are powder coated black metal posts with stainless steel cabling attached to tensioning hardware at 1st floor yard.

vi. Fence:

There are fences that separate the private terraces,

the mechanical unit area and the outdoor accessory recreation area. Fences are constructed from metal sheets, 4’-6” high.

vii. Walls: There are no walls.

10. Interior Stairs: There are two (2) interior, two-hour fire rated stairs, which act as two (2) separate means of egress. Stair B is located along the north of the building, adjacent to the passenger elevator 1 and 2 hoistway. It extends from the main roof to sub-cellar. It discharges on 4th Avenue adjacent to the residential lobby. Stair A is located in the South end of the building adjacent to Passenger elevators 3. It extends from the main roof to the sub-cellar of the building. Stair A discharges to lobby and then to either Warren Street or St Mark Place via the main residential lobby. There is one (1) additional egress stair in the south east portion of the building (Stair C) extending from the cellar to the 1st floor, and discharges on Warren Street. It serves as the 2nd means of egress of the commercial units and residential accessory use in the cellar. All interior egress stairs will be 3'-8" wide.

i. Enclosure:

Enclosure of interior stairs above grade will be made of 20 gauge steel studs, 16" on center with double layer of 5/8" fire code gypsum board on each side. Finish gypsum board will be spackled and painted. All doors at stair enclosure will have a 1 1/4" fire rating and will have self closing device.

ii. Construction: Stairs are made of reinforced concrete.

iii. Stringers: There are no stringers.

iv. Threads: Reinforced concrete with non-skid strips.

v. Risers: Reinforced concrete with non-skid strips.

vi. Guard Rails: Railing made of schedule 40 pipe railing, 1 5/8” diameter attached to wall with steel brackets.

vii. Balustrades: There are no balustrades.

11. Interior doors and hardware: i. Unit entrance:

Hollow Metal and steel frame made of 16 gauge sheet metal.

Door has a 1.5 hr fire rating.

Door is manufactured by:

"Long Island Fire Doors" or approved equal.
Door hardware includes (or approved equal):

3	Hinge (spring)	1502 4-1/2" x 4-1/2"
1	Mortise Lock	

ii. Doors within Residential Units:

Wood door and wood frame. Door is manufactured by: "Exclusive Door Corporation Inc." or approved equal.

Door hardware includes (or approved equal):

Doors within Residential Units:

3	Hinge	218 4-1/2" x 4-1/2"
1	Passage Lockset / Privacy or Dummy	Schlage

iii. Corridor and Stair Hall doors and frames:

Hollow metal door and frame made of 16 gauge sheet metal. Door has a 1.5 hr fire rating.
Door is manufactured by:
"Long Island Fire Doors" or approved equal, made with Hollow metal door and frame made of 16 gauge sheet metal.
Door hardware includes (or approved equal):

3	Hinge	TA2714 4-1/2" x 4-1/2
1	Mortise Lock (passage)	AUR 8801FL

iv. Roof doors and frames:

Hollow metal door made of 16 gauge sheet metal; frame is made of 16 gauge sheet metal, "Long Island Fire Door", or approved equal.

Door hardware includes (or approved equal):

Door hardware includes:

3	Hinge	TA2714 4-1/2" x 4-1/

1 Mortise Lock (passage) AUR 8801FL

12. Elevators:

Residential Elevators - Traction Elevators

Quantity	Three (3) M.R.L. Elevators
Manufacturer	Millennium Elevators.
Capacity	3500 pounds
Speed	350 F.P.M
Travel	PE1: 149'-0" PE2: 149'-0" PE3: 149'-0"
Landings and Openings	PE1: Fifteen (15) stops, front PE2: Fifteen (15) stops, front PE3: Fifteen (15) stops, front
Hoist way	9'-3" wide x 7'-1" deep
Clear Cab Inside	7'-0" wide x 6'-2" deep
Door Opening	3'-6" x 8'-0"
Cab Finish	White oak panels and mirror
Return & Transom Finish	Blackened Steel
Handrail	Black Metal handrail
Cab Height	9'-0"
Cab Door Type	Single speed side open
Cab Door Finish	Blackened Steel
Flooring Thickness	5/8"
Car Sill	Aluminum
Ventilation	2 Speed Fan
Motor Size	35 hp

Automobile Elevator - Dual Piston, Roped Hydraulic Elevator

Quantity	Two (2) Dual Roped Hydraulic Elevators
Manufacturer	Millennium Elevator.
Capacity	10,000 pounds Class B freight loading
Speed	50 F.P.M
Travel	CE1: 23'-8" CE2: 23'-8"
Landings and Openings	CE1: Two (2) stops, Street @ front, and Sub-cellar @ rear CE2: Two (2) stops, Street @ front, and Sub-cellar @ rear

Hoistway	12’-0” wide x 21’-3” deep
Clear Cab Inside	9’-10” wide x 20’-2” deep
Door Opening	9’-6” x 8’-2”
Cab Finish	Stainless Steel
Bumper rails	Wood
Cab Height	8’-2”
Hoistway Doors	Stainless steel vertical bi-parting with truckable sills, Peelle, or equal
Cab Door Type	Two speed vertical slide up
Cab Door Finish	Stainless Steel
Flooring	Diamond plate
Ventilation	2 Speed Fan

i. The alarm system for the elevator is a fire recall for phase 1 and phase 2; if there is a fire, the elevator stops, goes to the ground floor, and opens its doors. There is a key switch at the main egress floor (1st floor) for FDNY access to override the elevator controls.

I. Auxiliary Facilities:

Refuse Disposal:

The Building has refuse disposal and trash chute on every residential floor located at the North end of the building adjacent to Passenger Elevators 1&2. All refuse rooms and trash compactor room are equipped with sprinklers. Trash compactor located at sub-cellar and manufactured by Chute Enterprises, model #CE-150 or approved equal.

Laundry Room:

Residential Units 1st through 8th floor will each contain a stackable electric washer and dryer. Residential Units 9th through 12th floors will each contain washer and gas dryer.

An additional laundry room will be provided on the sub-cellar floor by Passenger Elevator 3.

Washer - Maytag MHN33PDCXW, two (2), commercial, electric, card operated
Dryer - Maytag MDE20PRAYW, two (2), commercial, electric, card operated.

Amenity Spaces:

Other auxiliary facilities for residential tenants include bicycle storages at sub-cellar, spa, gym, music room, game room and storage cages at cellar, kid's playroom, drawing room, parlor room and game room at the 2nd floor.

All auxiliary facilities are connected and vented via building ventilation systems and are protect with sprinkler system.

Bicycle storage room occupies area of 780 sf at sub-cellar with 53 spaces provided. Room is secured by a mortise lock with an electric strike and key FOB. Owners will have access with their individual Key FOB. Owners will need to provide their own lock to secure their personal bicycle to a vertical bike rack.

Spa, located at cellar will occupies area of approx. 3250 sf and will be equipped with two (2) Shower/Sauna/Steam Suites (240 sf, with maximum occupancy of 4 persons) ,and (236 sf, with maximum occupancy of 4 persons), meditation rooms (65 sf each, with maximum occupancy of 1 person per room), treatment room (250 sf, with maximum occupancy of 5 persons), snack area (110 sf, with maximum occupancy of 2 persons), game room (236 sf, with maximum occupancy of 15 persons) and music room (206 sf, with maximum occupancy of 13 persons). Rec. space room (377 sf, with maximum occupancy of 7 persons).

Gym is approximately 2745 sf with long dimension of 82ft and the depth of 29 ft. Occupancy is limited to 54 persons. Gymwill have 8 mm strong rubber floors. Pilates equipment will be manufactured by Merrithew or approved equal. Free weights equipment will manufactured by Hoist or similar. Elliptical and Cross trainers will be manufactured by Octane or similar.

Storage cages with gross area of approx. 1200 sf is located at cellar and contains a minimum of 65 storage cages manufactured by Wire Craft or approved as equal. Storage cages are stocked and vary in area from 16 sf to 21 sf per unit. Storage room masonry block or gypsum partition walls are painted. Room is secured with two 1.5 hr fire rated hollow metal doors with mortise locks and

an electric strike with key FOB. Owners will have access with their individual Key FOB. Owners will need to provide their own lock to secure individual wire mesh storage cages.

Kids playroom (21 ft by 22ft) with approx. area of 470 sf and maximum occupancy 9 persons is located at 2nd floor and will be finished with vinyl floors. Furnishing will be composed of Tables wood chairs and bean bags.

Drawing rooms (29 ft by 25 ft) with approx. area of 760 sf and maximum occupancy 50 persons is located at 2nd floor and will be finished with wood floors.

Game room (34 ft by 24ft) with approx. area of 890 sf and maximum occupancy 17 persons is located at 2nd floor and will be finished with wood floors.

Party Room (42 ft by 16 ft) with approx. area of 700 sf and maximum occupancy 46 persons is located at 2nd floor and will be finished with wood floors.

J. Plumbing and Drainage:

1. Water Supply:

i. There will be (1) DEP approved 6 inch fire protection water service and (1) 4 inch domestic water service. Domestic water supply to the building from street water main will be metered. After the water meter assembly and DEP code required back flow preventer device water is pumped from a triplex constant pressure booster to all plumbing fixtures and equipment in the building. The booster pumps system will be a lead/lag triplex pump system sized at 120GPM, 40psi head, and 10hp for each pump. Pumps will be manufactured by GRUNDFOS Co. or an alternate acceptable manufacture.

ii. Water Piping:

a) Service piping - AWWA ductile iron class 52 and 104.

b) Above ground – Copper type "L" ASTM B-88.

2. Fire Protection System

i. The 6” sprinkler water supply with DEP approved double check detector valve for the Sprinkler system. Main flow control valve / switch is located in Building water meter room. There are three (3) combined standpipes and sprinkler Siamese connections located on the face of the building. One (1) is located on St. Mark Place, one at warren Street and one at 4th Avenue. Sprinkler risers are located within the stairs & trash chute: 6” riser – within stair B core, 6” riser - within the stair C core, 2” riser – within trash chute core. Sprinkler system will be as per New York City Building Code. All residential units, all common spaces, and below grade spaces are to be fully sprinkler protected.

   Fire standpipe to be 6” black steel pipe schedule 40 with Victaulic couplings or equal and fittings located in stair core. Sprinkler mains 2-1/2” or larger to be Schedule 10 steel pipe, all others to be schedule 40 steel pipe

   Location: Stair Core.

ii. Sprinkler Head: UL and MEA approved quick response, pendant, upright and sidewall sprinkler heads.

   Location: Provided throughout the Building. Entire Building is protected by sprinklers, except in areas not required to be sprinklered by Code.

iii. Combined fire standpipe and sprinkler Siamese connections located as per NYC Building Department requirements at the first floor street facing facade. The finish to be Polished Bronze or Brass (as per architect) with caps painted yellow.

3. Water Storage Tank:

No water storage has been provided. One (1) detention tank has been provided with the capacity of 2100 cf, and is located at the cellar level along the Warren Street at the West side of the property. Tank is build out of reinforced concrete and is accessible through 30 inch by 30” hatch which is located at first floor parking garage entry. Galvanized steel ladder is provided for service access.

4. Water Pressure And How Maintained:

i. The Building from is furnished with separate triplex constant pressure booster system to feed one zones of water supply for entire building.

ii. The Hydrant flow test provided by NYC DEP dated 12/28/2018 indicates a static pressure of 58 PSI with a residual pressure of 57 PSI with 500 GPM flowing.

iii. Hose bib in the water meter room of the cellar level will operate on street pressure

iv. The domestic water pressure within the residential units will be maintained by the booster pump systems between approximately 80 PSI max at the first floor and 30 PSI min at the roof.

v. Maximum pressure at any fixture will be 85 PSI as required by NYC code.

vi. All domestic water piping including cold, hot and hot water return shall be copper, insulated and sized as required by Code. All hot water pipes and all cold water pipe will be covered with 1.5 inch thick Manville micro-lok AP-T plus fiberglass insulation or approved equal. Fittings and valves shall be insulated with Manville Zeston 2000 PVC insulated fitting covers or approved equal.

vii. Pipe sizing and installation to be as per New York City Building Code.

5. Building Sanitary Sewage system:

i. Permit as required for DEP Site connection proposal for a new 8-inch combined sewer shall be obtained including special inspections for control flow storm water retention.

ii. Sewer piping materials shall be E.H.C.I. pipe hub & spigot ASTM 74; sanitary waste gravity discharge to street combined sewer, sized as required

iii. Building will have multiple stacks and vent system with all areas above grade flowing by gravity to adjacent sewers in street.

iv. Sewer will be discharged into New York City sewer system.

v. There is sump pit with a duplex sump pump at the sub-cellar compactor room. The pump is Federal Pump Model VSS-2 1/2D-1-4 or approved equal.

6. Permits Required

i. DEP approval and permit required Site sewer connection proposal.

ii. DEP approval and permit required for Domestic water and Fire services backflow preventer devices including required filing of GEN 236 and 215B forms.

7. Storm Drainage System:

i. Storm drainage will be collected via roof and terrace drains and discharged to the combined sewer and into the street main.

ii. Storm drainage system shall be installed as designed and as required per New York City Building Code with storm water detention tank that control the storm water flow from building

to city.

iii. All areas above grade will flow by gravity.

iv. All leaders will be cast iron with No-hub fittings.

v. There is ejector pit with a duplex sewage ejector pump at the sub-cellar compactor room. The pump is Federal Pump Model VSS-

K. Heating Systems:

1. The heating system is designed to maintain an indoor temperature of 72° F indoors when the outside temperature is 15° F.

Heating for residential units will be provided by an HVAC system with VRV slim duct built-in concealed ceiling electrical heat pump units, manufactured by Daikin or approved equal, see Appendix. Heat is provided in accordance with the controls sequence. Heating system is designed based on energy performance maintaining space temperature settings from local programmable thermostat for each unit. The thermostat will maintain space temperature based on time of day settings. The AC units will have filter bank installed on return. Air Ducts will be insulated with 1" of felt insulation within the ducts and 1 ½" externally. Thirty two (32) AC condensing units are located at the north side of the building, on top of the bulkhead next to stair B. There are eight (8) makeup air units in the building all manufactured by Daikin. One gas fired makeup air unit (Model DPS012A) is located at the bulkhead. One VRV electrical system makeup air unit (Model DVSV12A) is located at the roof. Six makeup air units are located at the roof which three of them are gas fired (Model DPS012A, Model DPS007A and Model DPS007A) and three are VRV electrical system (All three are Model DVSV10A).

2. Domestic hot water from condominium portion are provided by two (2) direct gas-fired 1000 MBH hot water heaters located on the roof mechanical room with 6" vent with a back draft protection for each HWH. Each hot water heater will have an instantaneous recovery of approximately 1164 GPH @100 Degree F. Two (2) heaters will be manufactured by Lochinvar model AWN1000PM or approved equal and are located at the south portion of the roof by stair A. The system will have circulation pumps and hot water return piping to maintain the temperature of the hot water circulated to fixtures as per NYC code. There are no instant hot water systems in the residential units.

3. The building is not equipped with boiler.

4. All the exterior metals including fasteners are corrosion resistant.

5. Air Handlers units: See Air conditioning tabulation in Appendix for equipment schedule.

i. Heating and cooling for the lobby, lounge area and recreation spaces (play room, gym, etc.) will be provided by VRV concealed ducted heat pump unit.

ii. Heating and cooling for the Residential Units will be provided by VRV concealed ducted heat pump unit. Condenser units will be located on the main roof, and on the bulkhead's roof.

iii. Heating for water meter room, fire pump room, building's storage, vestibule, stairs, bicycle storage, HWH room will be provided with Electrical wall heaters.

iv. Heating for retail spaces will be provided with Electrical heaters (model # MUH 03-8). Heating for commercial bathrooms will be provided with the toilet electrical heaters.

v. Heating for bathrooms located at perimeter wall & underneath roof will be provided with the toilet electrical heaters.

vi. Hot Water and refrigerant water piping is Type K, Type L, copper for sizes less than 3" and schedule 40 steel for sizes 3" and above.

vii. Ductwork, Hot and Cold Water, Refrigerant Piping insulation has an R-value as specified on mechanical and plumbing drawings and in compliance with NYC Energy Conservation Code.

viii. Valves are rated for the temperatures and pressures of the system they serve.

L. Gas Supply:

1. Natural gas service is supplied by National Grid. There are 2 gas services. The standby generator shall have a dedicated gas service and the building load shall be on a separate gas service. There are 3 common gas meters. 1 meter for apartment cooking, BBQ grills and dryers. 1 meter for makeup air units and hot water heaters. 1 meter on a separate dedicated gas service for electrical standby generator. The gas meter room has adequate space for 6 additional future gas meters for future retail spaces. Size of gas service to be determined by National Grid.

2. Gas pipes to be Schedule 40 as per New York City Building Code. All Gas piping up to 3" in size shall be Schedule 40 ASTM, A53A black steel with screwed malleable iron fittings. All gas piping 4" in size or larger shall utilize welded fittings.

M. Air Conditioning:

1. The air conditioning systems are designed to provide 72°F maximum indoor temperature in heating mode and 75°F minimum indoor temperature for cooling mode to comply with the NYC Energy Code. This shall be accomplished with outdoor design NYC design conditions of 15 DB for heating and 89 DB and 73

WB for cooling. A year round heating and cooling system consisting of Daikin VRV heat pump system with roof mounted condenser units. All apartment air handlers have ducted air distribution inside apartments. Refrigerant pipes will be constructed of copper and insulated. Piping will consist of a 3-pipe system. Units inside the apartments will have the ability to either provide heating or cooling. Each electric heat pump unit will be provided with its own heating and cooling thermostat and function per the sequence of operation by apartment owner. The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions.

i. Warranty: Daikin: Standard Warrant-for parts only 1 year from installation or 18 months from shipment. Compressors are cc for 7 years for parts only with the same time stipulation as the warranty.

ii. Dunnage: The dunnage provided will be steel concrete or concrete blocks which are flashed with liquid membrane. The units are all set on internal spring isolators to reduce vibration and noise. Dunnage is provided by the manufacturer shall be with galvanized metal curbs.

2. Building common areas on the cellar such as gym and spa, 1st floor such as lobby and mail room and on the 2nd floor such as kids room, lounge, drawing room, and play room are cooled by VRV concealed ducted heat pump unit

3. Cooling for the elevator machine room is provided by dedicated mini-split electrical heat pump.

N. Ventilation:

1. Bathrooms and kitchens are provided with common exhaust fan. The main vertical exhaust risers exhaust air to the roof level by roof mounted exhaust fan(s). Fan(s) will have duct mounted static pressure sensor with VFD drive on each main roof exhaust fan.

i. From 2nd floor thru 8th floor, for studios, one bedroom apartments and also two bedrooms one bathroom apartments: 40 CFM for bathrooms and 60 CFM for Kitchen.

ii. From 2nd floor thru 8th floor, for two bedroom two bathroom apartments: 25 CFM for bathrooms and 50 CFM for Kitchen.

Except, for large two bedroom two bathroom apartments (above 1100 sf) on the Warren Street Side: 250 CFM direct kitchen exhaust and 40 CFM for the bathrooms.

iii. From 2nd floor thru 8th floor, for three bedrooms apartments: 250 CFM direct kitchen exhaust, 40 CFM for bathrooms and 20 CFM for powder rooms.

iv. From 9th floor thru 12th floor, all apartments regardless of type: 250 CFM direct kitchen exhaust, 40 CFM for Bathrooms and 20 CFM for powder rooms.

v. Residential units are also ventilated via operable windows.

vi. Corridors on multi-unit floors will be ventilated by means of roof mounted system in accordance with NYC code

2. Apartment Laundries: for Units from 2nd to 9th floor are provided with vent-less electric clothes dryer systems.

   i) Units from 2nd thru 8th floor are provided with vent-less electric dryers.

   ii) Units from 9th thru 12th floor are provided with gas direct vent dryers.

3. Common Laundry on the sub-cellar floor is provided by the fan Greenheck Model (or equal) with the 8" vertical exhaust riser terminated with gooseneck on the 1st floor.

4. Residential units are also ventilated via operable windows.

5. All common spaces & corridors are ventilated in accordance with current mechanical code. All corridors will be ventilated by energy recovery ventilation (ERV) system. Stairs are not ventilated.

6. Ventilation is provided for all the residential spaces, amenity and back of house in the sub-cellar and cellar of the building. Except the amenity space in the cellar, the other spaces are provided fresh air from makeup air located on the roof. The amenity spaces in the cellar are provided fresh air from louver open to outdoor. The amount of air for all the spaces is adequate and meets the code. Ventilation for retail to be provided from louver belt. The garage is provided fresh air from two (2) Greenheck Louvered Penthouse Model WIH or approved equal located in the cellar for gravity intake. The louvered penthouse is open to outside. The garage exhaust is provided with an exhaust fan located in the sub-cellar exhausting the air to outside in the 1st floor. The exhaust fan is manufactured by Greenheck Model BSQ-360-50 or approved equal.

7. The mechanical ventilation equipment meets NYC noise code requirement.

O. <u>Electrical System</u>:

1. Electrical System: Electrical service will be provided into cellar main electric room. Service from Con Edison shall be sized as per Con Edison provided service ruling based on the proposed connected electrical loads of the building in accordance with the New York City Electrical Code. Service to the building will be 120/208 volt, 3- phase, 4 wire and distributed to residential and base building distribution systems via power and lighting panels. Dedicated service and electrical equipment for Residential and base building distribution systems are sized based on their respective loads. Conductors will be copper, 600V, THHN/THWN. The main switch gear receives incoming service from Con Ed at

the service end box located at the 4th Avenue building façade at the cellar level. Service is 208 Volt three phase. The main gear has six sections and service switches as follows.

(i) Tenant distribution board 2000 Amps, 208 Volt, 3 phase, fused at 1600 amps. Serves all residential apartment distribution panels that provide power to individual units as described below.
(ii) House distribution panel 3000 amps, 208 Volt, 3 phase, fused at 3000 amps. Serves all common electrical uses including mechanical systems, elevators and common areas.
(iii) Fire Pump trans S cabinet 800 Amps, 208 Volts, 3 Phase, fused at 800 amps. Serves the fire pump.
(iv) Commercial service switch. Serves all retail space electric meters.

Service to individual units (risers, etc.);

Service to individual units is distributed from the apartment distribution panels with sub-metering devices. Power is routed from the ADP's to the units on dedicated risers.
Units from the second floor to the twelfth floor receive either 100 Amp, 125 Amp or 150 Amp, 208 Volt three phase service to the main panel within the unit.
Compartment switch gear (location and floor of sectional meter boards and transformers supplying power to the meter boards);

The House Distribution Panel (HDP) serves house loads throughout the building. There are several small panels throughout the building served by the HDP.

There are no transformers in the building.

There is one electric master meter located in the main switch gear room and serves all loads of the building including residential units and common areas excluding retail spaces which are served by individual meters.

Unit service (ratings of fuses and circuit breakers); adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwashers and dryers;

Unit service is through panels or load centers in each unit. Service is fully adequate to handle normal and customary modern usage including multiple kitchen appliances and air conditioning for the unit.

Adequacy:

Service - average number of circuits per unit and capacity to handle normal and customary modern appliances - specifically air conditioners, dishwashers and

electric dryers;

Average number of circuits per unit is 30. In addition to convenience outlets as required by code, there are dedicated circuits in each unit for each air conditioner, electric oven, dishwasher and electric dryer.

Conduit below grade and in the floor slab will be galvanized. Conduit exposed within the building will be galvanized. Conduit exposed to weather will be aluminum.
Cable trays above the corridors will hold power wiring to receptacles, lighting, and other loads. Wiring will enter each room through conduit stub-outs through walls above the suspended ceiling.
Panel boards will be 125A & 225A, 208/120V, 3 phase, 4 wire, with bolt-on branch circuit breakers.

2. Main electrical room consolidating residential, common area and retail electrical equipment is located at the cellar of the building. Local distribution equipment for Residential units is situated in their respective spaces. Power for residential units is distributed from Apartment Distribution Panels located in electrical closets on floor 2, 5 and 9. Each Apartment Distribution Panel is equipped with sub-metering devices to measure the electrical consumption for each Apartment. This information is remotely accessed by the Owner selected third party billing company to generate the bills for each Apartment.

3. Service to Individual Residential Units from apartment distribution panels include dedicated feeders that run to each Residential Unit and terminate at the apartment panel boards. Residential Unit feeders sized as required by load and voltage drop. Each residential unit feeder is protected by individual overcurrent protective device at the distribution panel and consists of 110-150A 2-pole single phase circuit breakers for apartments.

4. Residential Unit Service: The residential panel board will be rated to comply with the New York City Electrical Code, and takes into account all equipment provided in Residential Units such as washing machines, clothes dryers, electric ranges, dishwashers, microwaves, air conditioning indoor equipment, etc.

5. All residential units will be supplied with 120/208V, 1 phase, 3 wire + ground, 30 or 42 pole power panels with single and double pole circuit breakers in each unit.

6. Common Areas: Power and Lighting panels will be provided to distribute electricity to the loads in all common areas and to be circuited from the dedicated electrical house meter. Individual branch circuit protection will be sized and rated based on the connected loads and requirements of the code, which shall include lighting, receptacles, air conditioning and heating etc.

7. Retail Units: 208V/3Phase with 4 copper wires. Retail Unit shall be provided with dedicated meter. Individual branch circuit protection will be sized and rated based

on the connected loads and requirements of the code, which shall include lighting, receptacles, air conditioning and heating etc. There are 6 retail units.

Regarding protective equipment:

For Retail A, 800 amp switch/ meter with 2(4") empty conduits with drag line to that area.
For Retail B, C, D, E, F, 200 amp switch/ meter with 2(4") empty conduits with drag line to those area.

8. Fire Detection Alarm Systems: Smoke detection and sprinkler control system is provided as required in accordance with NYC fire and building codes. This also include water flow and tamper switches for the sprinkler system, smoke detection for elevator lobby, elevator machine room and top of elevator shaft for elevator recall.

9. Adequacy: Residential:

   i. Service: Capacity provided for each Residential Unit will be in accordance with Code requirements, sized at 110-150 Amperes at 120/208V, 1 phase, 3-wires. Service will be adequate to meet normal apartment appliance, lighting and air conditioning loads.
   ii. Lighting and Fixtures: Shall be in accordance with Architectural reflected ceiling plan and lighting fixture schedule.
   iii. Convenience Outlets: Receptacles will be provided in all rooms to meet the New York City Electrical Code. All receptacles in apartments will be protected with AFCI (Arc Fault Circuit Breakers) type circuit breakers, except as otherwise exempt by NYC Electrical Code. All convenience receptacles shall be of temper resistance type.
   iv. Appliance Outlets: Appliance receptacles will be provided in kitchens. Dedicated appliance receptacles will be provided for laundry equipment and individual loads such as cooking range and clothes washers & dryers. Ground fault receptacles will be provided in all bathrooms, kitchens, and at Residential Unit terraces.
      a. 20 amps, 120V circuits are provided to handle lighting and general purpose receptacles.
      b. 20 amps, 120V circuits are provided in the kitchen area for 120V kitchen appliances. Each appliance outlet above counter will be GFCI type.
      c. 20 amps, 120V circuits in the bedrooms area are provided with AFCI type circuit breakers in the residential unit panels.
      d. 20 amps, 120V single phase circuit for dishwashing machine are provided.
      e. 2p-30 amps, 208V, 1 phase circuits are provided for electric

washer/dryer units.

f. 20 amps, 120V single phase circuit for refrigerator are provided.

g. 20 amps, 120V single phase circuit for toilet electrical heater provided for bathrooms located at perimeter wall & underneath roof of units.

h. 20 amps, 120V single phase circuit for microwave in all residential units is provided.

i. 2p-20 amps, 208V, 1 phase service are provided to all Air Handler units.

j. 2p-30 amps, 208V, 1 phase service are provided to all Condenser units on the main roof, and on the bulkhead's roof except CU of apartments.

k. 2p-35 amps, 208V, 1 phase service are provided to Condenser units on the main roof, and on the bulkhead's roof of apartments.

l. Public area lighting complies with Housing Maintenance Code and Multiple Dwelling Laws.

Generator

An Emergency standby generator is provided in accordance with New York City 2008 Building Code Chapter 27 and NFPA 110 to provide power to required life safety systems in an event of a power outage. The generator is located on the roof. This is a 300kW standby gas generator manufactured by Generac model SG300 with level 2 acoustic enclosure. The generator is available for a varying emergency load for the duration of a utility power outage with no overload capability.
In case of power failure all life safety loads as described below shall be on emergency power within 10 seconds. All optional loads shall be on emergency power within 60 seconds.

Emergency loads include:
- Exit sign & Egress lighting
- Fire alarm system
- One residential elevator

Optional loads include:
- Security/IT system
- Domestic pump
- Sewage pump

- Elevator sump pump
- Parking elevator

P. Telephones, Intercom and Security Systems:

1. Telephone services will enter the Building from 4th Avenue and be fed to a telephone room located on the cellar level. It will then be distributed throughout the Building through risers and sleeves. Each Residential Unit will receive telephone service to a closet within the Unit.

2. Wiring will be installed in each Residential Unit to enable the Unit Owner to obtain telephone and cable television service at the Unit Owner's Expense.

3. Intercom will be provided by Aiphone, Butterfly or approved equal.

4. High speed internet service will be available for all Residential Units provided by Spectrum Cable or Verizon FIOS.

5. Security System, is based on the MULTI SYSTEM designed by SSS SIEDLE 750 Parkway Broomall, PA 19008 or approved equal.

   The communication system provider shall furnish and install a state of the art, electronic Security Communication System (SCS). The SCS specified herein shall enable the security department personnel flexibly and cost effectively control access to, monitor and protect all pertinent areas of commercial and residential facilities

   The SCS shall be a modular architecture system that enables security personal easily upgrade and make changes to the system over time.

   SCS shall be capable to be configured as a part of the Building Security Management System (SMS) in order to provide interface between all SMS components: access control, intrusion detection, emergency notification, audio and/or video intercom and Closed Circuit Television (CCTV).

   The scope of the system shall include all features and functions described herein and the equipment show in the plans. System shall be capable of adding optional features and functions listed in the specifications, even if not included or shown on the plans.

A complete operational system shall be provided. The system functions in public areas such as elevators, lobbies and parking areas shall comply with ADA requirements.

The system major components are:

Door- / Entry Stations – the intercom station installed at the pedestrian entrance to the building, parking entrance or floor level. The Door/Entry Station is configured to communicate with selected Mater Station, Master Substation and any desired Apartment Station via digital dialing module or selective backlit call buttons.

Master (Concierge) Station – the intercom master station usually located at Security Control Console or on the concierge desk and capable to administer, control and communicate with Master Substations, Apartment Station and all Door Stations with caller ID.

Master Substations – the intercom station located on security desks or concierge stations in various places of the building. The Master Substation could be configured to communicate to the selected doors, Apartment Stations and Master Station with caller ID.

Apartment Stations – the intercom stations installed in apartments for direct communication with visitor and/or with Master/Submaster Station also with six freely programmable function buttons and two status LED's.

Control Cabinet – the enclosure contained power/switching equipment and modules enabling various system's features. The system could be configured to include one control cabinet that contains all modules and parts or more distributed control cabinets located throughout the facility.

Q. Public Area Lighting:

Cellar – Utility lighting at cellar are fluorescent lighting fixtures by Mercury Lighting (#MM-132-OCT-C-ELB-120V). Staircases to have surface mounted lighting fixtures by Lightolier (#S-6-S-9-27K-10) or approved equal.

Public Corridor – will have recessed lights and sconces

Lobby - Will have recessed light and cove light.

Gym – Will have 72" glide wood down lights. .

Drawing Room– Will have recessed light and backlit stretched ceiling.

Game Room – Will have recessed lights.

Lounge – Will have recessed light and cover with indirect light

Public Powder rooms – Will have recessed light

Kid's Playroom – Will have recessed lights.

Spa – Will have recessed light and backlit stretched ceiling.

R. Garages and parking Areas;

Parking garage is located at Sub-cellar level and is accessible via two (2) car elevators that are accessible at Warren Street. Parking garage floor will be concrete, with painted masonry walls and exposed concrete ceiling. Painted marking for parking spots, bumpers and general ceiling lighting are provided.
As per ZR 25-025 forty two (42) parking spaces are required for residential use.
As per ZR 36-21 twelve (12) parking spaces are required for commercial use. However, as per ZR 36-232(a) if less than 40 parking spaces are required by the commercial use, parking requirements for commercial use is waived.
Provided are 48 accessory to residential parking spaces. There are twenty eight (28) parking spaces and ten (10) double stacker car lifters provided. One (1) handicapped van spot is provided next to stair A and additional two (2) handicapped parking spots are provided next to stair B. Parking is in compliance with ZR-25-62. Additional two (2) reservoir parking are provided. Parking will be will be operated by an attendant. Parking will be ventilated outside by the dedicated ventilation system and is fully sprinklered. Six (6) area drains are connected to the building drainage system.

S. Swimming pools.

There are no swimming pools.

T. Tennis courts, playgrounds and recreation facilities.

(2) Playgrounds, There are no playgrounds.

(3) Other recreational facilities,
Garden (32 ft by 92ft) aprox. 2800 sf accessible to all residents is located at 1st floor court. Turf with grass, planting and stone stepping stones are provided.

2nd floor terrace (21 ft by 56ft) aprox. 1042 sf with max. occupancy of 5 persons, with garden wall, grass or turf and pavers. Terrace located on the 2nd floor and will be furnished with side tables, lounge seating and yard games.

Spa, located at cellar will occupies area of approx. 3250 sf and will be equipped with two

Shower / Sauna / Steam Suits (240 sf, with maximum occupancy of 4 persons and 236 sf, with maximum occupancy of 4 persons), meditation rooms (65 sf each, with maximum occupancy of 1 person per room), treatment room (250 sf, with maximum occupancy of 5 person), snack area (110 sf, with maximum occupancy of 2 persons), game room (236 sf, with maximum occupancy of 15 persons) and music room (206 sf, with maximum occupancy of 13 persons).

Gym is approximately 2745 sf with long dimension of 82ft and the depth of 29 ft. Occupancy is limited to 54 persons. Gymwill have 8 mm strong rubber floors. Pilates equipment will be manufactured by Merrithew or approved equal. Free weights equipment will manufactured by Hoist or similar. Elliptical and Cross trainers will be manufactured by Octane or similar.

Kids playroom (21 ft by 22ft) with approx. area of 477 sf and maximum occupancy 9 persons is located at 2nd floor and will be finished with vinyl floors. Furnishing will be composed of Tables wood chairs and bean bags.

Drawing rooms (29 ft by 25 ft) with approx. area of 762 sf and maximum occupancy 50 persons is located at 2nd floor and will be finished with wood floors.

Game room (34 ft by 24ft) with approx. area of 893 sf and maximum occupancy 17 persons is located at 2nd floor and will be finished with wood floors.

Party Room (42 ft by 16 ft) with approx. area of 696 sf and maximum occupancy 46 persons is located at 2nd floor and will be finished with wood floors.

All interior recreational facilities are equipped with fresh air from makeup air located on the roof. The amount of air for all the spaces is adequate and meets the code. Building common areas are cooled by VRV concealed ducted heat pump unit. Gym – Will have 72" glide wood down lights. . Drawing Room– Will have recessed light and backlit stretched ceiling. Game Room – Will have recessed lights. Kid's Playroom – Will have recessed lights. Spa – Will have recessed light and backlit stretched ceiling.

All public and common areas will be provided with audible & visual fire alarm devices as required by code.

U. Permits and certificates:

Conducted concurrently with construction with final sign- off at the issuance of the Certificate of Occupancy.

- Construction
- Structure
- Elevator
- Mechanical And Plumbing
- Electrical
- Air Resources
- Fire Department
- Sprinklers

Government agencies affiliated with review and approval for Certificate of Occupancy include: Department of Buildings, Parks Department, Department of Law, Department of Finance, and Department of Transportation.

During building operation when occupied, following reoccurring inspection shall be preformed:

- Equipment use (EUP) – annually
- PA – annually
- Sprinkler - annually
- RPZ - annually
- Elevator Cat 1 test - annually
- Elevator Cat 5 test - every five years
- Facade – every five years
- Fire Alarm - annually

V. Violations:

As of July 2019 there are no open violations.

Searches have been requested of the following agencies to determine if any pending violations exist:

- NYC Fire Department
- NYC Department of Air Resources
- NYC Certificate of Inspection
- Sponsor will cure any outstanding violations prior to the closing.

W. Unit Information:

WD = Engineered Wood (oak species, ¾” or 5/8” thickness, 6" wide, custom finish color, Sound Control Mat: "Geniemat RST-05," ¼" thick as manufactured by Pliteq or approved equal.

CT = Ceramic tile

P/GWD = Paint/Gypsum Wall Level 3 finish drywall, “Kilz” or approved equal PVA primer, and two coats finish (no lead-based paint was used on this project)

MT = Metal Panel

ST = Stone

PT = Porcelain

MDF = MDF

CN = Concrete

GL = Glass

KDEX = Vinyl Ceiling Finish

1. Finish Schedule for Residential Units:

Space	Floor	Wall	Base	Ceiling
Foyer	WD	P	WD	P/GWB
Living room	WD	P	WD	P/ KDEX
Bedrooms	WD	P	WD	P/KDEX
Kitchens	WD	P	N/A	P/GWB
Bathrooms	CT/PT/ST	CT/P/ST	WD	P/GWB
Closets	WD	P	WD	P/GWB
Laundry	CT/PT	P	CT/PT	P/GWB

2. Plumbing fixtures for residential units (or approved equals):

Sink (in master bathrooms)	Signature
Sink (in secondary bathrooms)	Signature
Sink (in powder rooms)	Signature
Faucets (in master bathrooms)	Signature (#31-2-MT2, PEWTER)
Faucets (in secondary bathrooms)	Signature (#31-2-MT2, PEWTER)
Faucets (in powder rooms)	Signature (#31-2-MT2, PEWTER)
Controls (in master showers)	Signature(#TD1146BR8PEW, TS1027BR13PEW,SH1076BR20PEW, SA1003BR13PEW,HH1001BR19PC, SHH1007BR13PEW,HOSE1001BR13PEW PEWTER)
Controls (in secondary tubs)	Signature(#STWOD1131BR8PC, TS1027BR13PEW PEWTER)
Hand shower	Signature (#FLHS10, PEWTER)
Showerhead	Signature (#FLSH01, PEWTER)
Tub Filler	Signature
Bath tubs	Emory & Bond
Water Closet	Emory & Bond

3. Plumbing Fixtures in commercial units (or approved equals):

Sink	Signature
Water Closet	Emory & Bond

4. Kitchen appliances for Residential Units (or approved equals):

Appliance Type	Make/Model	Additional Information
Studio Appliances (Kitchen Type K1.A)		
Sink	Emory & Bond	
Faucet	Signature	
Dishwasher	Bosch (#SPV68U53UC)	
Oven	Bosch (#HBE5452UC)	
Hood	Faber (#INLX21SSV)	
Microwave	LG (#LCS0712ST)	
Refrigerator/Freezer	Bosch (#B09IB81NSP)	
Cooktop	Bosch (#NGM5456UC)	
1 Bedroom & 2 Bedroom Appliances (Kitchen Types K2.A1, K3.A1, K3.A2, K3.B2, K4.A, K5.A, K5.D)		
Sink	Emory & Bond	
Faucet	Signature	
Dishwasher	Thermador (#DWHD650WPR)	
Oven	Thermador (#ME301WS)	
Hood	Faber (INLX28SSV)	
Microwave	LG (#LC0712ST)	Only Provided in K2.A1, K4.A
Microwave Drawer	Thermador (#MD24WS)	Not Provided in K2.A1, K4.A, K5.D
Speed Oven	Thermador (#MC30WS)	Only Provided in K5.D
Refrigerator/Freezer	Thermador (#T30IB900SP)	
Cooktop	Thermador (#SGSP305TS)	
Large 2 Bedroom & 3 Bedroom Appliances (Kitchen Types K3.B1, K3.B3, K5.B)		
Sink	Emory & Bond	
Faucet	Signature	
Dishwasher	Thermador (#DWHD650WPR)	
Oven	Thermador (#ME301WS)	

Hood	Faber (#INLX35SSV)	
Speed Oven	Thermador (#MC30WS)	
Refrigerator/Freezer	Thermador (#T36IT901NP)	
Cooktop	Thermador (#SGSP365TS)	
Undercounter Wine Cooler	XO (#XOU24WDZADA)	Not Provided in K5.B
Undercounter Wine Cooler	XO (#XOU15WGSR)	Only Provided in K5.B

4 Bedrooms Appliances (Kitchen Types K5.C, K5.E, K6.A1, K6.A2, K6.B, K6.C, K6.E)

Sink	Emory & Bond	
Faucet	Signature	
Freezer Column	Thermador (#T18IF901SP)	
Refrigerator Column	Thermador (#T30IR901SP)	
Full Height Wine Cooler	Thermador (#T24IW901SP)	Not provided in K5.C
Undercounter Wine Cooler	XO (#XOU24WDZADA)	Only provided in K5.C
Cooktop	Thermador (#SGSP365TS)	
Speed Oven	Thermador (#MC30WS)	Not Provided in K6.A2
Wall Oven/Speed Oven Combo	Thermador (#MEDMC301WS)	Only provided in K6.A2
Dishwasher	Thermador (#DWHD650WPR)	
Hood	Faber (#INLX35SSV)	Not provided in K6.A1, K6.A2, K6.B
Flush Ceiling Hood	Faber (#STRTIS36WHNB)	Only provided in K6.A1, K6.A2, K6.B
Wall Oven	Thermador (#ME301WS)	Not Provided in K6.A1, K6.B, K6.C, K6.E
Double Stacked Wall Oven	Thermador (#ME302WS)	Only Provided in K6.A1, K6.B, K6.C, K6.E

Kitchen countertops are made of natural stone. Cabinets are made of wood veneer and glass with metal frames

5. Lighting inside dwelling units:

    a. Living rooms will have switched wall outlet and switched ceiling junction boxes for future light fixtures provided by the residents.

    b. Bedroom will have switched ceiling junction box for future light fixture provided by the residents.

    c. Corridor inside the units will have recessed lights

    d. Typical Bathroom will have recessed light. Wall lights and cove with indirect light above the shower area.

    e. Master bathroom will have recessed light, wall light fixture and cover with indirect light above the shower area.

    f. Kitchen area will have recessed lights.

    g. Kitchen cabinets will have recessed under cabinet linear extrusion with LED and diffuser. In addition, there is second linear extrusion with LED and diffuser in the

wood paneling above and in front of the upper cabinet.

h. Walk in closet will have recessed light or wall mounted light fixture above the door.

**The sponsor reserves the rights to provide hardware, appliances, plumbing fixtures, light fixtures ,materials, etc. by different manufacturers, which are approved equals to or better than those listed in this report. **

**All dimensions are approximate and subject to construction variances. Plans and dimensions may contain minor variation from floor to floor. The approximate indoor floor area of each Unit has been measured horizontally from the exterior face of the exterior walls to the midpoint of all demising partitions separating one Unit from another Unit, and from common corridors, adjacent stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Columns, mechanical pipes and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. **

**Documents to be transferred to the condominium management:

The following documents shall be transferred to the condominium management upon transfer of control-Operation & Maintenance (O&M) manuals for mechanical equipment; Electronic system manual; re-commissioning manual (as applicable); equipment warranties; Roof Warranty; Major equipment Star-Up Sheets; control Systems As-Built; Original Test & Balance Report for HVAC System; In-Door Air Quality report. Final As-Built drawings as maintained during construction, i.e., structural, mechanical, electrical, plumbing, shop drawings.

**There are no existing, occupied units in the Building. Therefore, tenant protection plan is not applicable.

**With regard to energy code, the Building is 20% more efficient than what is required by code.

X. Finish schedule other than units.

Sub-Cellar:

Parking. Concrete walls, finished concrete floor, markings for parking spots, bumpers, general ceiling lighting.

Cellar - Amenities:

Gym, Yoga Room, Boxing Room, Group Fitness – Tile, wood, stone and Padded flooring, Drywall and paint walls, mirrors and ceilings, general ceiling lighting

Spa: 2 Meditation Rooms, 2 Showers, 2 Steam Rooms and Sauna Rooms, 1 Treatment Room - Tile and Wood Flooring, Drywall and paint walls and ceilings, general ceiling and accent lighting

1 Game Room: Carpeting, Drywall and paint walls and ceilings, general ceiling and accent lighting, furnishings for sitting

1 Music Room: Carpeting, Drywall and paint walls and ceilings, general ceiling and accent lighting, furnishings for sitting

General Sitting Area - Tile, Drywall and paint walls and ceilings, general ceiling and accent lighting

First Floor - Lobbies & Library - Tile floor, drywall and paint walls and ceilings, Wood paneling, general ceiling and accent lighting, furnishings for lounge sitting

Craft Room: Tile Floor, drywall and paint walls and ceilings, general ceiling and accent lighting, washing sinks, furnishings for seating

Second Floor:

Drawing Room: Engineered wood flooring, Drywall and pain walls and ceilings, wood paneling, fireplace, furnishings for sitting, sink and wet bar area.

Parlor Room: Engineered wood flooring, drywall and paint walls and ceilings, kitchen, furnishings for seating

Kids Room - Carpeting, drywall and paint walls, wall paper, furnishings for seating

Game Room - Engineered wood flooring, Drywall and pain walls and ceilings, furnishings for seating, sink and wet bar area

Third - Twelve Floors:

Corridors and common areas - Carpeting, drywall and paint walls and ceiling, general and accent lighting.

Y. Fire and/or Smoke Safety Devices - Residential Unit Smoke Detection System:

Each Residential Unit contains combined smoke/carbon monoxide detectors is located in the all sleeping rooms & within 15 feet of any bedrooms. Manufacturer: 1st Alert, Model # SCO1BN or equal. The detector is wired to a 120 volt local power supply and is self-contained with its own sounding device with battery backup. The sponsor reserves the rights to provide combined smoke/carbon monoxide detectors by different manufacturers, which are equal to, or better than those listed.

The building will be provided with a voice evacuation fire alarm system which includes area smoke detectors located in all mechanical, electrical & telephone rooms.

The proposed system is Edwards System Technology Model EST-3 or approved equal. The fire alarm panel located in the main lobby will provide a one way voice evacuation communication to each of the units in the event of a fire alarm emergency. In addition all public and common areas will be provided with audible & visual fire alarm devices as required by code. Protection type smoke alarms and combination CO detector, hard wired, with battery backup, 120 volt provided in each Residential Unit as required by Code. Maintenance of safety and warning devices is the responsibility of the unit owner.

bb. Further Development.

Building is developed to its maximum potential and no new dwelling units will be added.

"I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed July 10, 2020

By: Brent M. Porter

Brent M. Porter, RA



SECTION A

58 ST MARKS CONDOMINIUM

4TH AVENUE DEVELOPMENT OWNER LLC

221 West 37th Street, 5th Floor. NY, NY 10018

DESCRIPTION OF UNITS

FLOOR	GROSS AREA	EXCLUDED FROM GROSS AREA	RESIDENTIAL COMMON ELEMENT (RCE)	EXT. RESIDENTIAL COMMON ELEMENT (RCE)	COMMERCIAL UNIT	COMM. UNIT AREA	COMMUNITY FACILITY	GENERAL COMMON ELEMENT	EXT. GENERAL COMMON ELEMENT (GCE)	APARTMENT	APARTMENT AREA	BEDROOMS	BATHROOMS	TOILET ROOM	YARD/GARDEN	YARD/GARDEN SQ. FT.	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	OTHER RESI. LIMITED COMMON ELEMENT (LCE)	TOTAL RESIDENTIAL (LCE) SQ. FT.
SUB-CELLAR	17,796		17,796																			
CELLAR	17,019		10261	777	UNIT 1	3997		2761														
FIRST	15,055		5851	1956	UNIT 1	7853	374	524	86	101	453	0	1	0								
SECOND	12,939	37	5549	1734						203	718	1	1	0								
										204	580	1	1	0					YES	94		
										205	432	0	1	0								
										206	412	0	1	0								
										207	470	0	1	0					YES	86		
										208	407	0	1	0								
										209	991	2	1	0					YES	50		
										210	808	1	1	0					YES	52		
										212	1512	3	2	0					YES	93		
										214	1023	2	2	0					YES	97		
																						472
THIRD	12,931	964	2022							301	1021	2	2	0			YES	94				
										303	717	1	1	0								
										304	580	1	1	0			YES	94				
										305	432	0	1	0								
										306	412	0	1	0								
										307	470	0	1	0			YES	86				
										308	407	0	1	0								
										309	991	2	1	0			YES	50				
										310	808	1	1	0			YES	52				
										311	742	1	1	0			YES	99				
										312	1512	3	2	0			YES	143				
										314	1016	2	2	0			YES	150				
										315	837	1	1	0								
																						768
FOURTH	14,165	28	1842							401	1021	2	2	0			YES	94				

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

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4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

CHART

SECTION A

58 ST MARKS CONDOMINIUM

4TH AVENUE DEVELOPMENT OWNER LLC

221 West 37th Street, 5th Floor. NY, NY 10018

DESCRIPTION OF UNITS

FLOOR	GROSS AREA	EXCLUDED FROM GROSS AREA	RESIDENTIAL COMMON ELEMENT (RCE)	EXT. RESIDENTIAL COMMON ELEMENT (RCE)	COMMERCIAL UNIT	COMM. UNIT AREA	COMMUNITY FACILITY	GENERAL COMMON ELEMENT	EXT. GENERAL COMMON ELEMENT (GCE)	APARTMENT	APARTMENT AREA	BEDROOMS	BATHROOMS	TOILET ROOM	YARD/GARDEN	YARD/GARDEN SQ. FT.	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	OTHER RESI. LIMITED COMMON ELEMENT (LCE)	TOTAL RESIDENTIAL (LCE) SQ. FT.
										403	717	1	1	0								
										404	580	1	1	0			YES	94				
										405	432	0	1	0								
										406	412	0	1	0								
										407	470	0	1	0			YES	86				
										408	407	0	1	0								
										409	1332	3	2	0			YES	102				
										410	1117	2	2	0			YES	99				
										411	1330	2	2	0			YES	44				
										412	1512	3	2	0			YES	143				
										414	1016	2	2	0			YES	150				
										415	837	1	1	0								
										516 L.L.	1112	3	2	0								
																						812
FIFTH	14,142		1845							501	1023	2	2	0			YES	94				
										503	717	1	1	0								
										504	580	1	1	0			YES	94				
										505	432	0	1	0								
										506	412	0	1	0								
										507	470	0	1	0			YES	86				
										508	407	0	1	0								
										509	1332	3	2	0			YES	102				
										510	1117	2	2	0			YES	99				
										511	1330	2	2	0			YES	44				
										512	1512	3	2	0			YES	143				
										514	1016	2	2	0			YES	150				
										515	837	1	1	0								
										516 M.L.	1112	1	1	1								
																						812
SIXTH	13,149		1853							601	1023	2	2	0			YES	94				
										603	717	1	1	0								
										604	1002	2	2	0			YES	94				
										605	650	1	1	0			YES	43				
										606	650	1	1	0			YES	43				
										609	1332	3	2	0			YES	102				
										610	1117	2	2	0			YES	99				

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

CHART

SECTION A

58 ST MARKS CONDOMINIUM

4TH AVENUE DEVELOPMENT OWNER LLC

221 West 37th Street, 5th Floor. NY, NY 10018

DESCRIPTION OF UNITS

FLOOR	GROSS AREA	EXCLUDED FROM GROSS AREA	RESIDENTIAL COMMON ELEMENT (RCE)	EXT. RESIDENTIAL COMMON ELEMENT (RCE)	COMMERCIAL UNIT	COMM. UNIT AREA	COMMUNITY FACILITY	GENERAL COMMON ELEMENT	EXT. GENERAL COMMON ELEMENT (GCE)	APARTMENT	APARTMENT AREA	BEDROOMS	BATHROOMS	TOILET ROOM	YARD/GARDEN	YARD/GARDEN SQ. FT.	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	OTHER RESI. LIMITED COMMON ELEMENT (LCE)	TOTAL RESIDENTIAL (LCE) SQ. FT.
										611	1330	2	2	0			YES	44				
										612	1512	3	2	0			YES	143				
										614	1016	2	2	0			YES	150				
										615	837	1	1	0								
										516 U.L.	110								YES	995		
																						1807
SEVENTH	13,024		1833							701	1023	2	2	0			YES	94				
										703	717	1	1	0								
										704	1002	2	2	0			YES	94				
										705	650	1	1	0			YES	43				
										706	650	1	1	0			YES	43				
										709	1332	3	2	0			YES	102				
										710	1117	2	2	0			YES	99				
										711	1330	2	2	0			YES	44				
										712	1512	3	2	0			YES	143				
										714	1016	2	2	0			YES	150				
										715	842	1	1	0								
																						812
EIGHTH	13,024		1833							801	1023	2	2	0			YES	94				
										803	717	1	1	0								
										804	1002	2	2	0			YES	94				
										805	650	1	1	0			YES	43				
										806	650	1	1	0			YES	43				
										809	1332	3	2	0			YES	102				
										810	1117	2	2	0			YES	99				
										811	1330	2	2	0			YES	44				
										812	1512	3	2	0			YES	143				
										814	1016	2	2	0			YES	150				
										815	842	1	1	0								
																						812
NINTH	12,863		1720							901	1379	2	2	1			YES	94				
										902	1322	2	2	1			YES	94				
										903	1340	2	2	1			YES	86				
										909	1333	3	2	0			YES	102				
										910	2404	4	3	1			YES	99	YES	265		
										912	1507	3	2	0			YES	143				

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

CHART

SECTION A

58 ST MARKS CONDOMINIUM

4TH AVENUE DEVELOPMENT OWNER LLC

221 West 37th Street, 5th Floor. NY, NY 10018

DESCRIPTION OF UNITS

FLOOR	GROSS AREA	EXCLUDED FROM GROSS AREA	RESIDENTIAL COMMON ELEMENT (RCE)	EXT. RESIDENTIAL COMMON ELEMENT (RCE)	COMMERCIAL UNIT	COMM. UNIT AREA	COMMUNITY FACILITY	GENERAL COMMON ELEMENT	EXT. GENERAL COMMON ELEMENT (GCE)	APARTMENT	APARTMENT AREA	BEDROOMS	BATHROOMS	TOILET ROOM	YARD/GARDEN	YARD/GARDEN SQ. FT.	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	OTHER RESI. LIMITED COMMON ELEMENT (LCE)	TOTAL RESIDENTIAL (LCE) SQ. FT.
										914	1016	2	2	0			YES	150				
										915	842	1	1	0								
																						1033
TENTH	10,455		1748							PH 1001	1755	3	2	1					YES	940		
										PH 1002	1726	3	2	1					YES	1420		
										PH 1003	2255	4	3	1					YES	996		
										PH 1104 L.L.	992	3	2	0								
										PH 1105 L.L.	985	3	2	0								
										PH 1106 L.L.	994	3	2	0								
																						3356
ELEVENTH	9,728		1785							PH 1101	1755	3	2	1			YES	128				
										PH 1102	1726	3	2	1			YES	133				
										PH 1103	2255	4	3	1			YES	243				
										PH 1104 U.L.	726	0	0	1					YES	239		
										PH 1105 U.L.	738	0	0	1					YES	246		
										PH 1106 U.L.	743	0	0	1					YES	243		
																						1232
TWELFTH	10,121		1695							PH 1201 L.L.	1755	3	2	1			YES	128				
										PH 1202 L.L.	1726	3	2	1			YES	133				
										PH 1203 L.L.	2264	4	3	1								
										PH 1204 L.L.	2681	4	3	1			YES	310				
																						571
ROOF	1,569		1178	6178						PH 1201 U.L.	91								YES	651		
										PH 1202 U.L.	91								YES	798		
										PH 1203 U.L.	118								YES	678		
										PH 1204 U.L.	91								YES	958		
																						3085
BULKHEAD	696		696	1549																		
TOTAL	**188,677**		**59,507.45**	**12,194.00**		**11,850**	**374**	**3,285**	**86**	**105**	**112,631**	**184.00**	**170.00**	**18.00**								**15,572**

PREPARED BY BRENT M. PORTER ARCHITECT & ASSOC.

DATE: MARCH 2020

FORMULA: (UNIT AREA X 100) DIVIDED BY TOTAL OF UNITS AREA = PERCENTAGE OF COMMON INTEREST

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

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4TH AVENUE DEVELOPMENT OWNER LLC

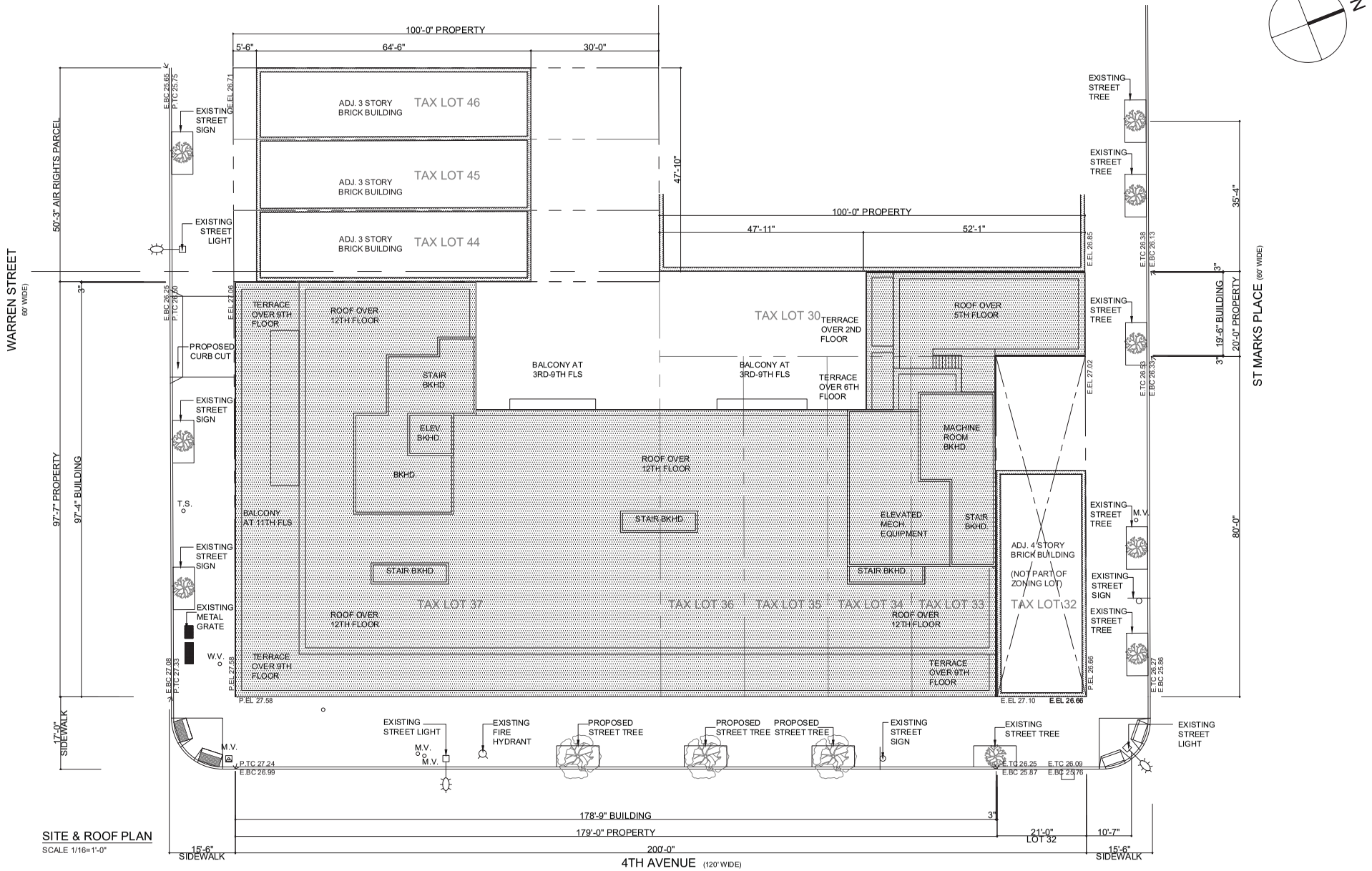
58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

CHART



SITE & ROOF PLAN
SCALE 1/16=1'-0"

4TH AVENUE DEVELOPMENT OWNER LLC

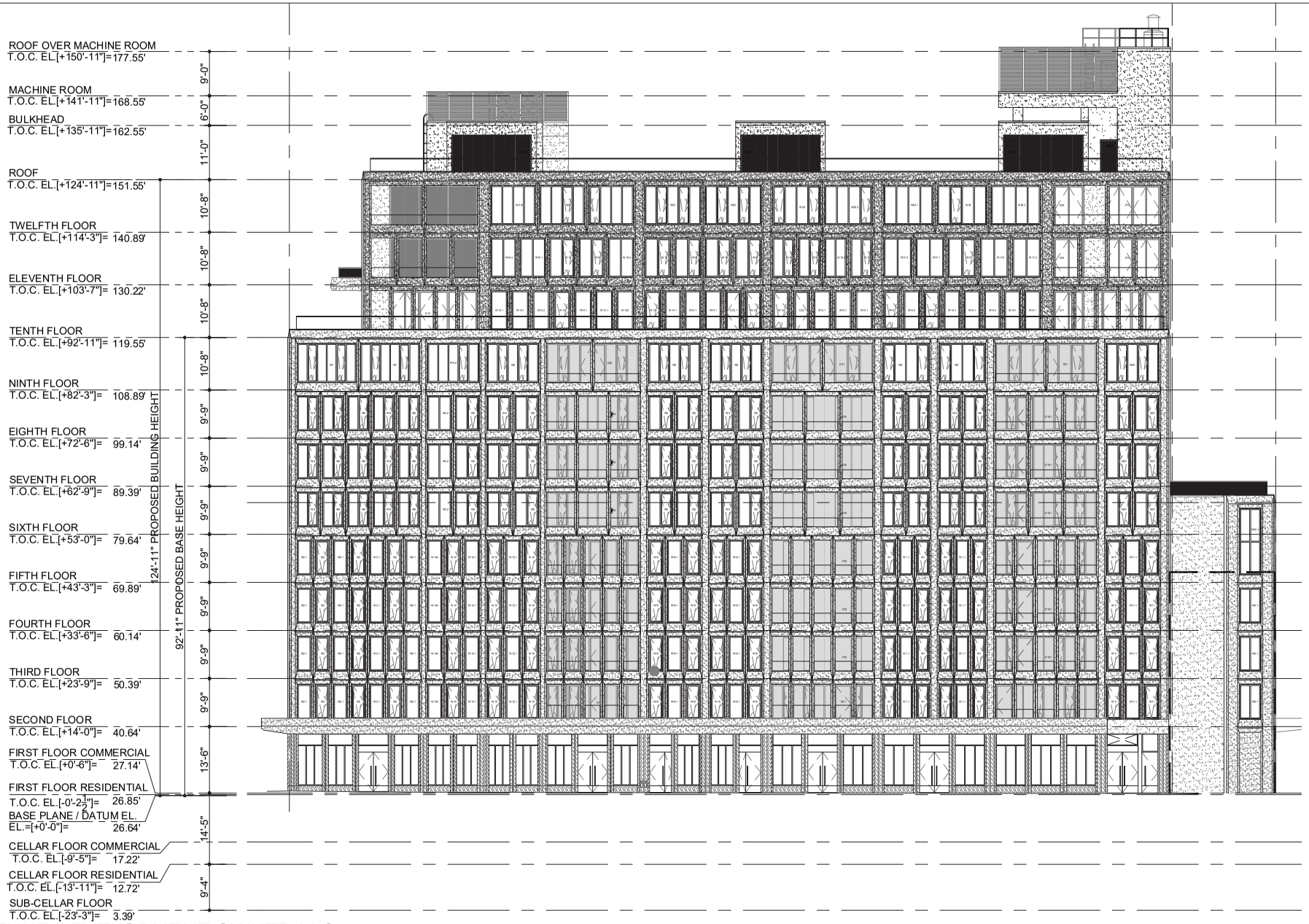
58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

SITE PLAN



4TH AVENUE DEVELOPMENT OWNER LLC

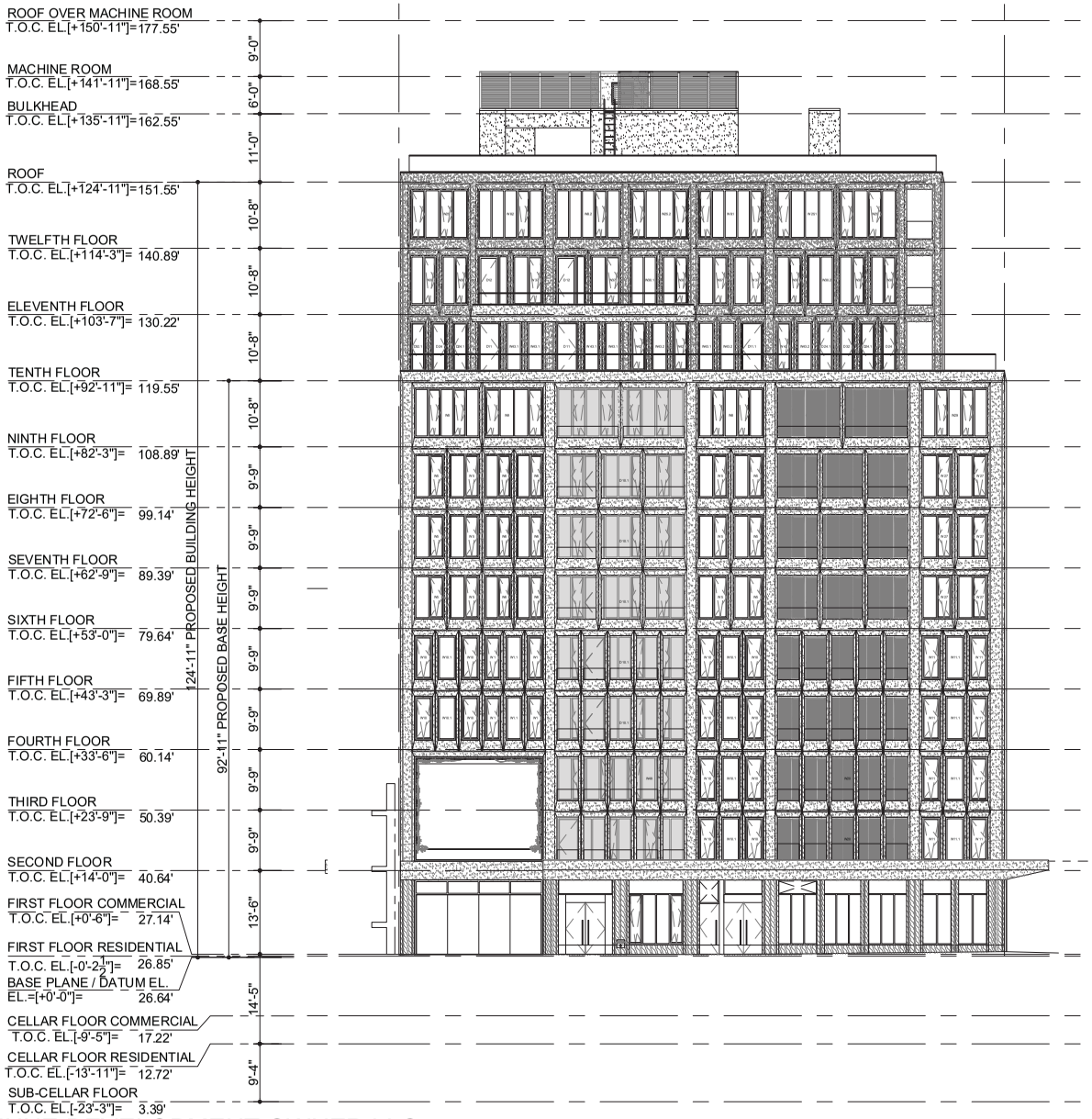
58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

FRONT ELEVATION@ 4TH AVE



259

4TH AVENUE DEVELOPMENT OWNER LLC

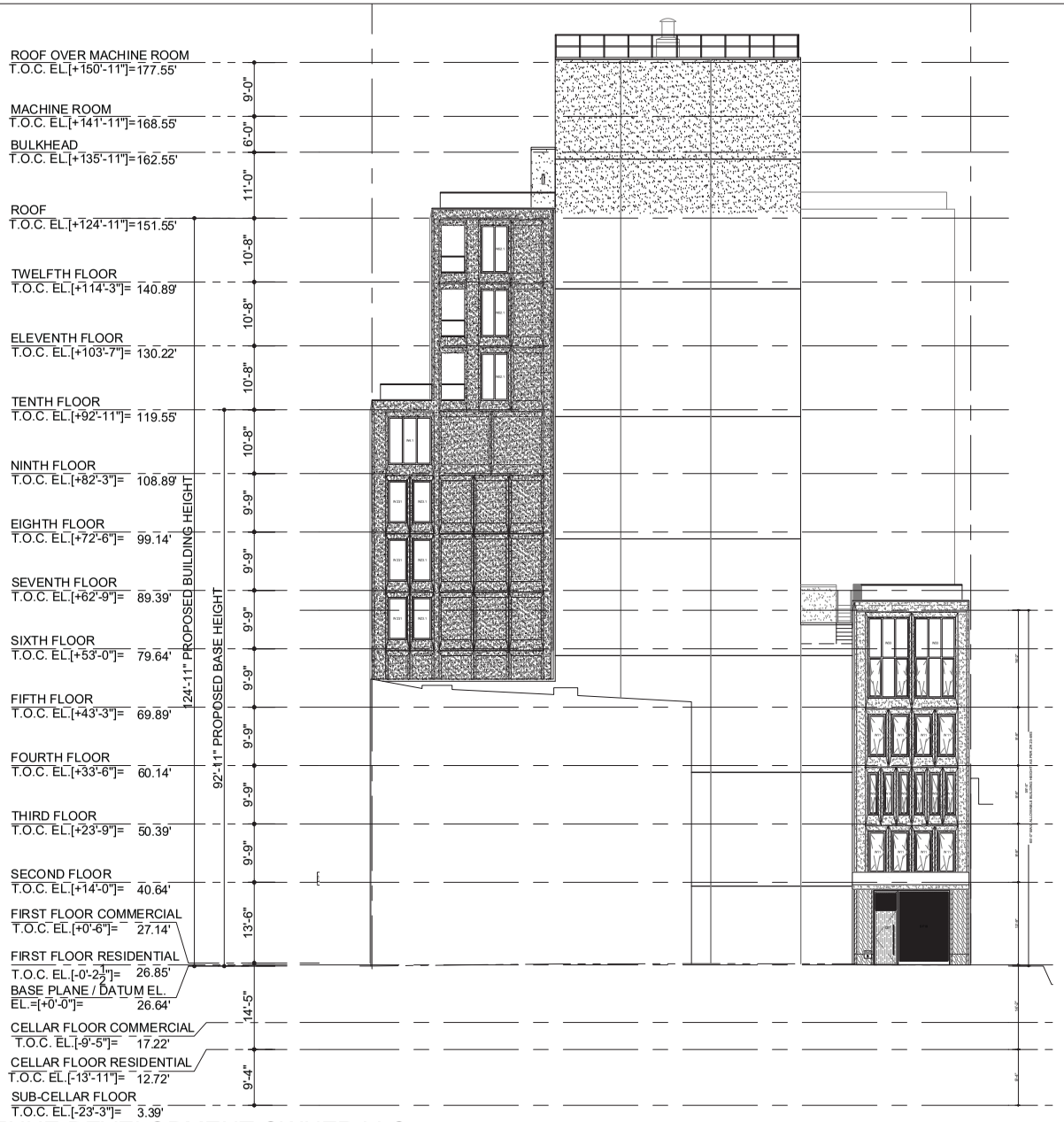
58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

ELEVATION @ WARREN STREET



4TH AVENUE DEVELOPMENT OWNER LLC

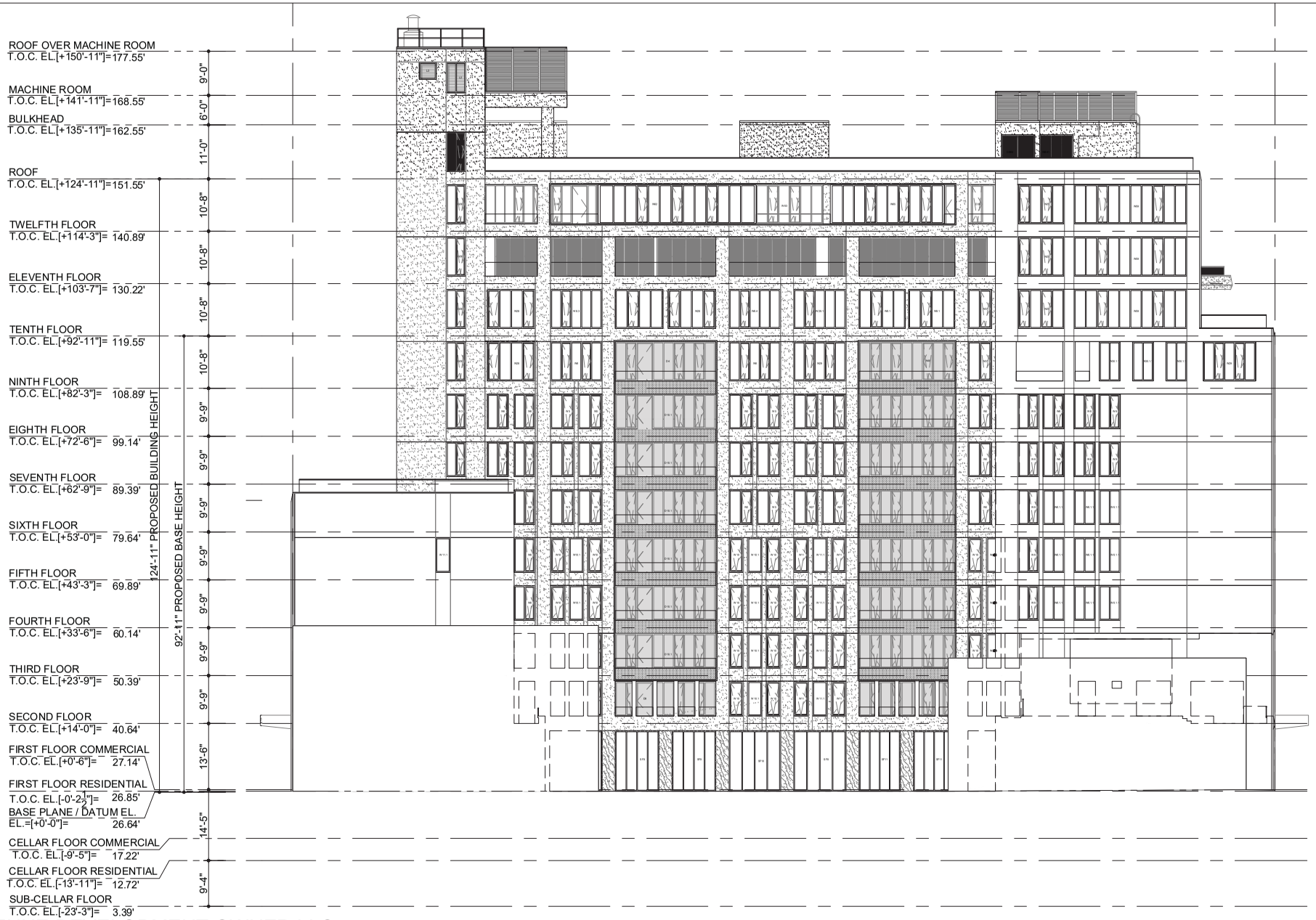
58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

ELEVATION @ ST. MARKS PL.



261

4TH AVENUE DEVELOPMENT OWNER LLC

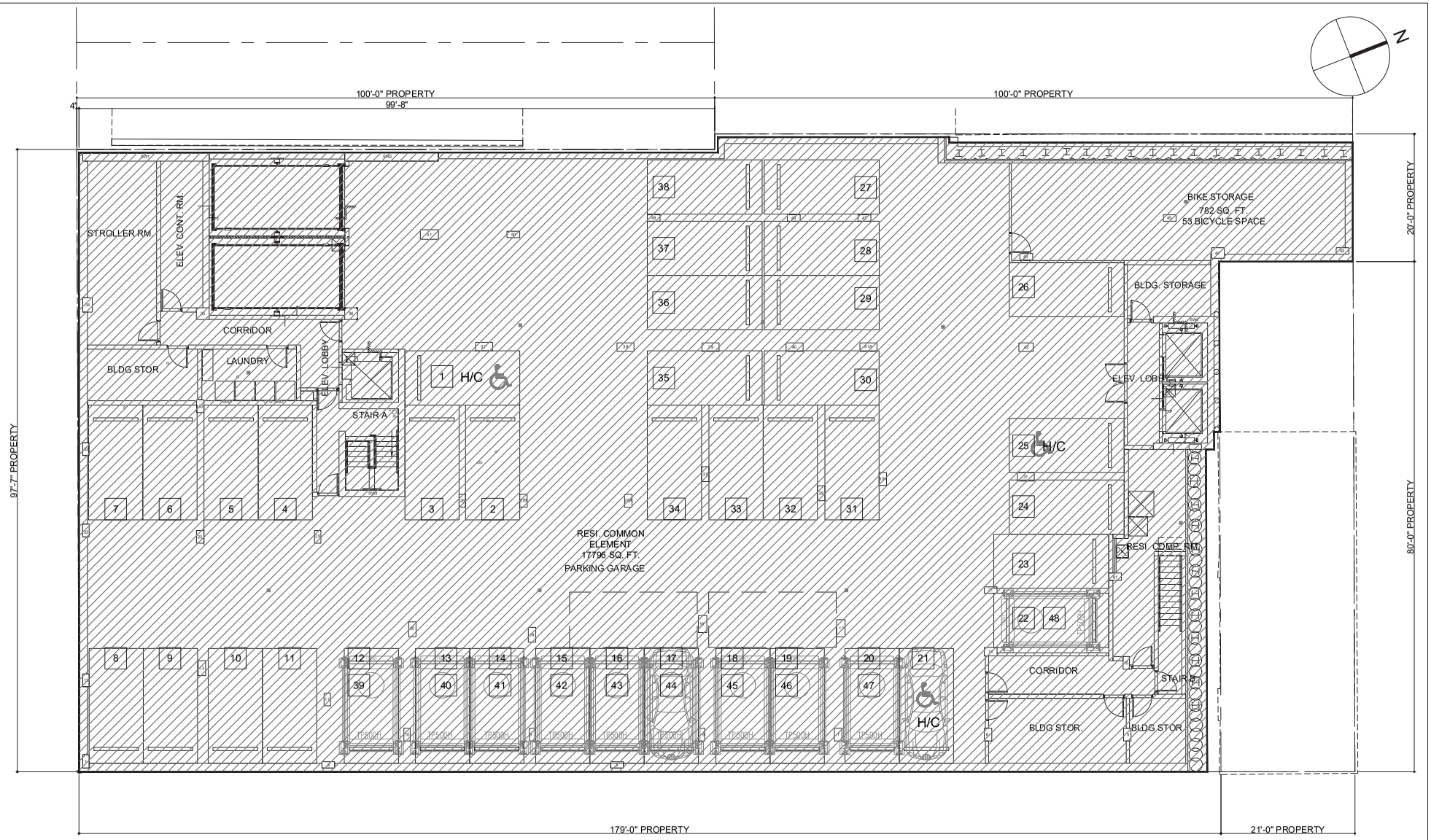
58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

REAR ELEVATION



262

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

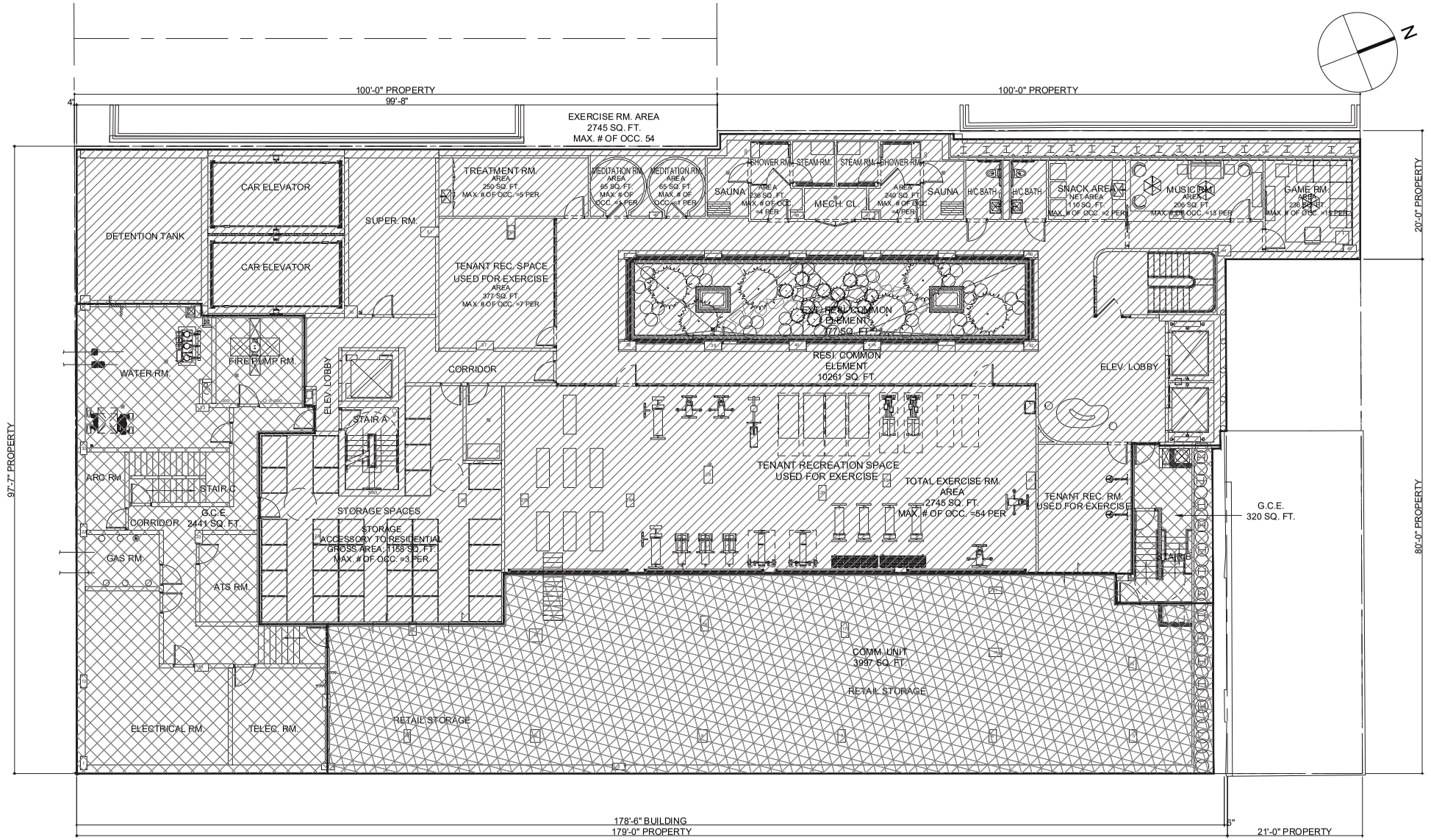
SUB-CELLAR

GROSS AREA (S.F.) =

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RESI COMMON ELEMENT = 17796 SQ. FT. LIMITED COMMON ELEMENT = 0 S.F.

SCALE: 0' 8' 16' 24'



263

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

CELLAR

GROSS AREA (S.F.) = 17,019

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

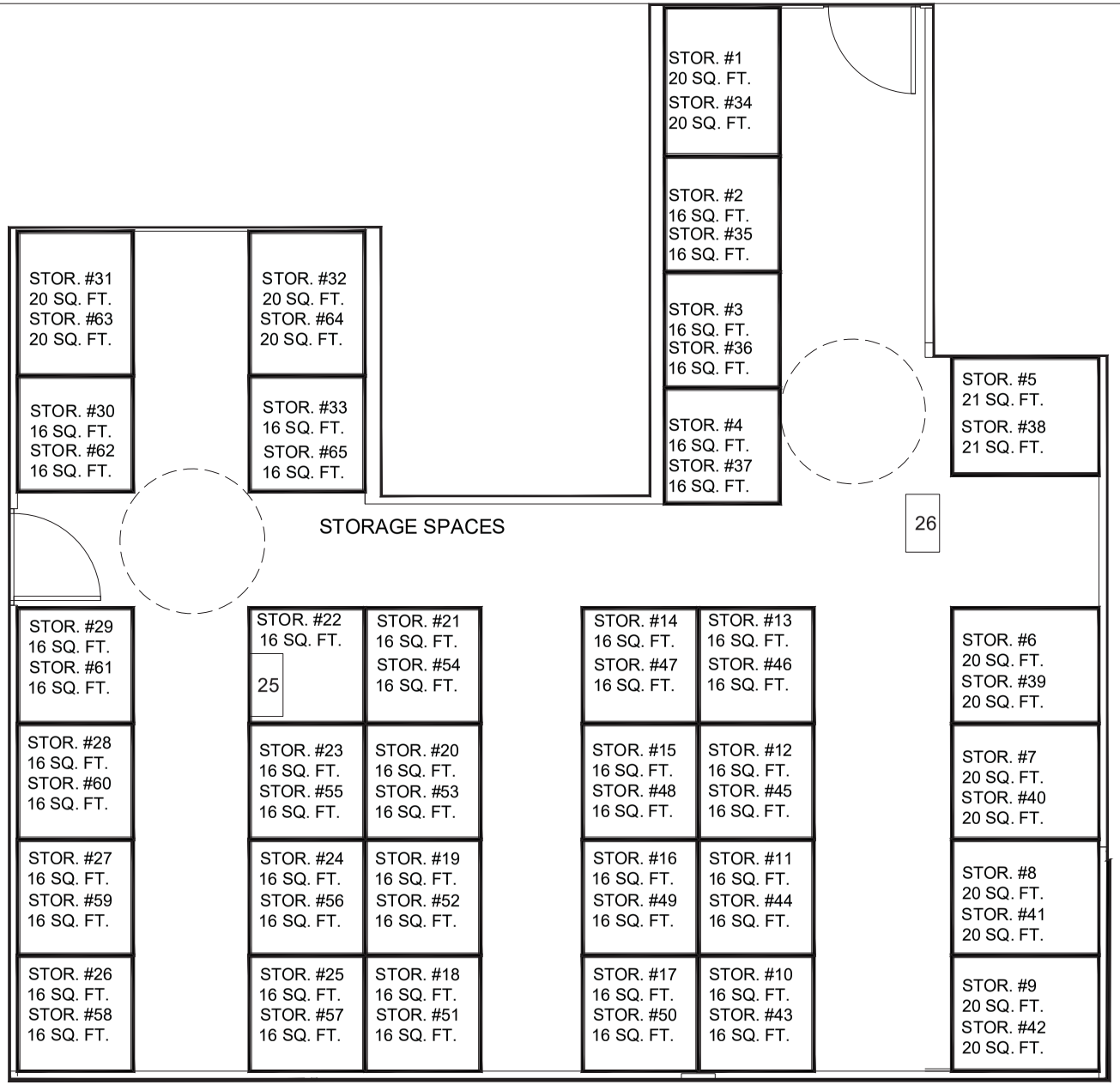
RESI COMMON ELEMENT = 11038 S.F.

LIMITED COMMON ELEMENT = 0 S.F.

GENRAL COMMON ELEMENT = 2761 S.F.

COMM. AREA = 3997 SQ. FT.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

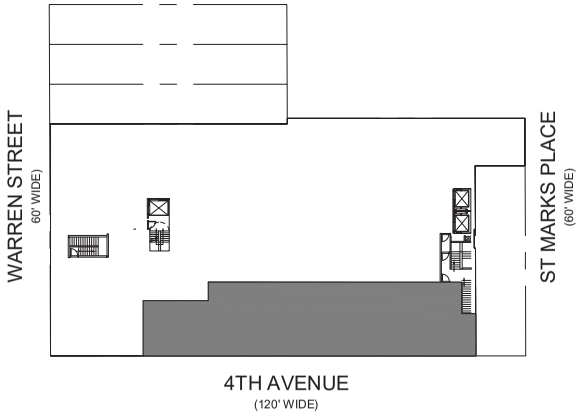
58 SAINT MARKS PLACE, BROOKLYN, NY 11217

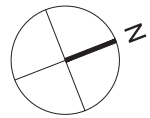
BRENT M. PORTER ARCHITECT & ASSOC.

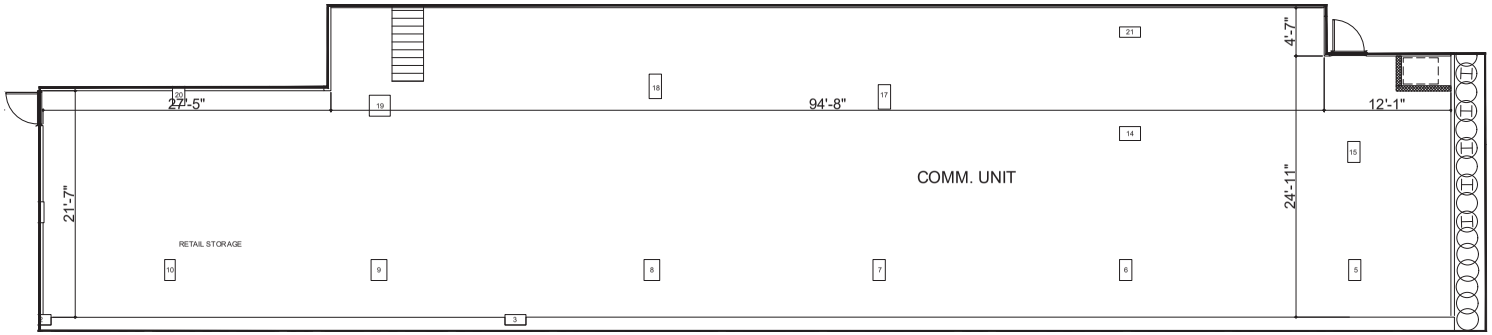
DATE: JULY 2020

CELLAR
STORAGE SPACES

SCALE: 0' 8' 16' 24'







4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

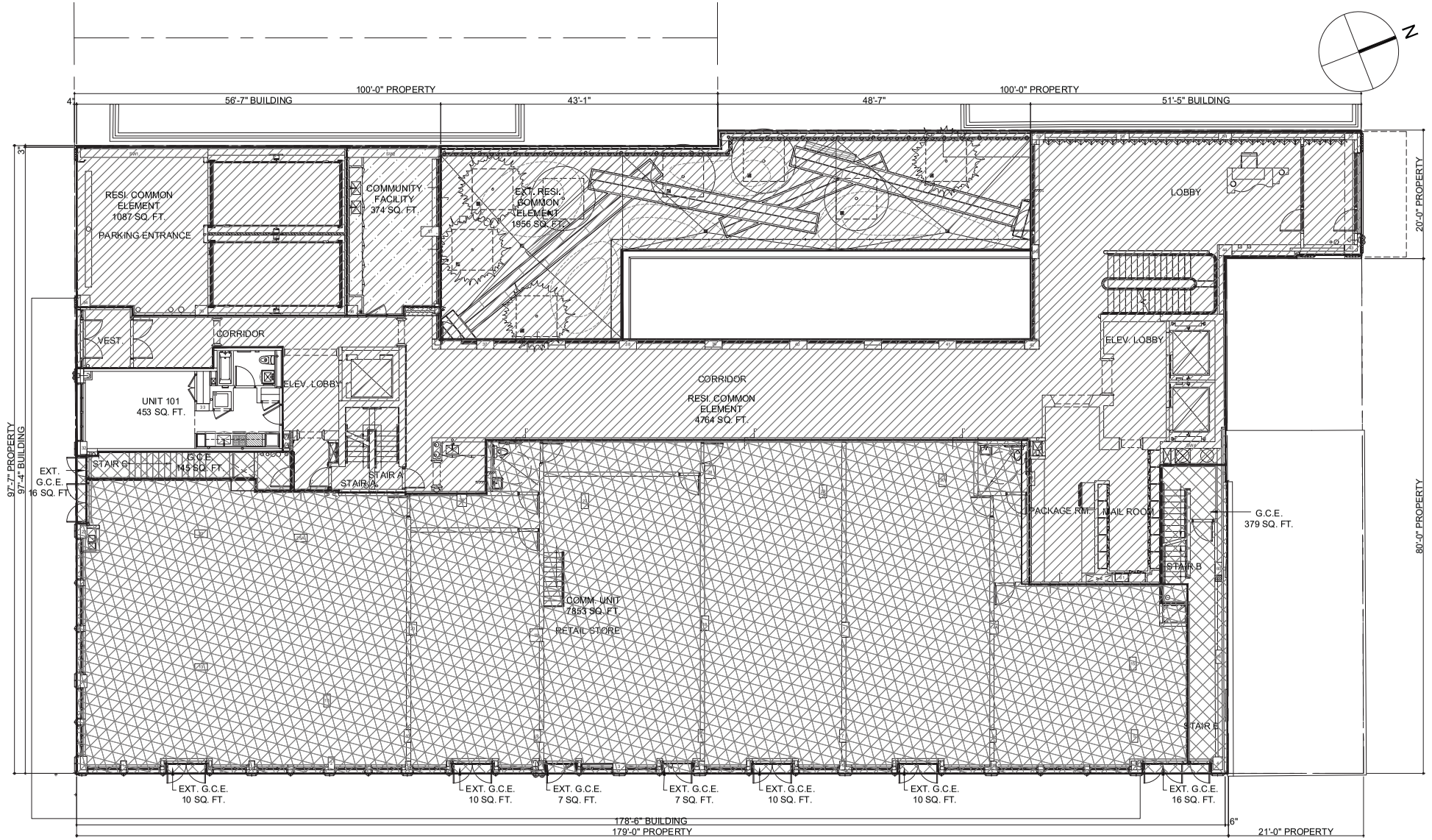
DATE: JULY 2020

CELLAR

COMM. UNIT
AREA = 3997 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

FIRST FLOOR

GROSS AREA (S.F.) = 15,055

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

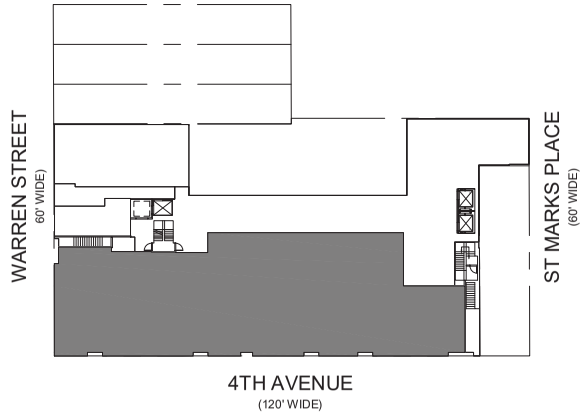
RESI COMMON ELEMENT = 7807 S.F.

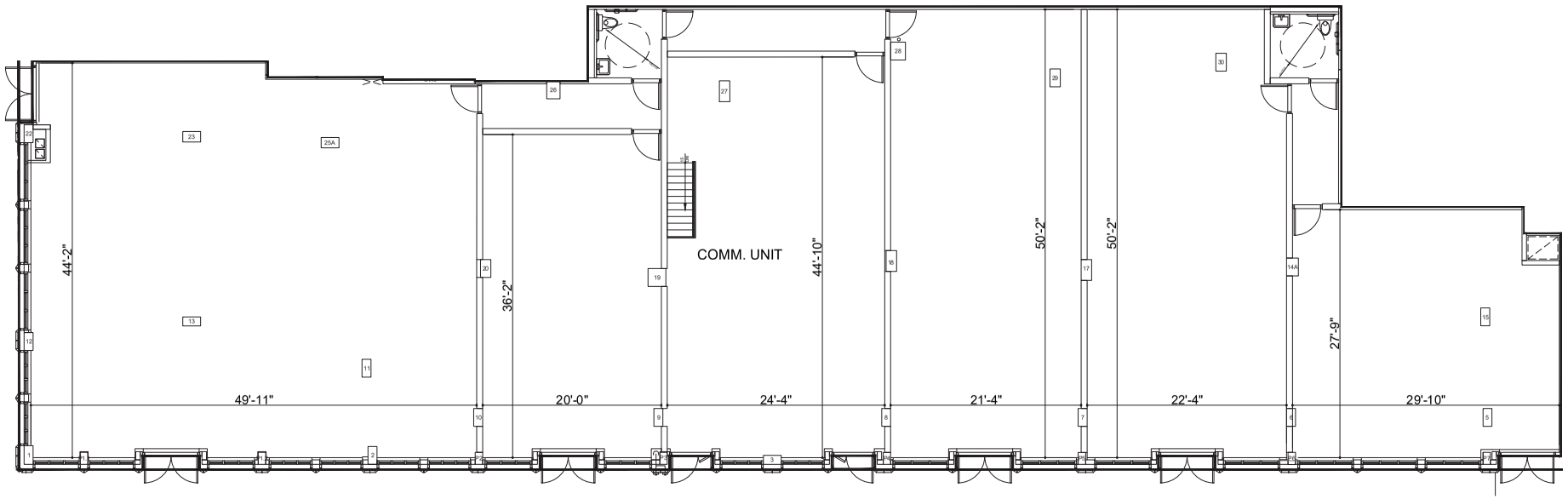
COMMUNITY FACILITY = 374 SQ. FT.

GENERAL COMMON ELEMENT = 610 S.F.

COMMERCIAL AREA = 7853 SQ. FT.

SCALE: 0' 8' 16' 24'





267

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

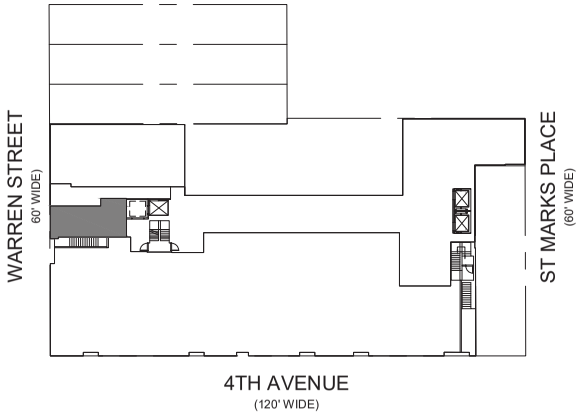
DATE: JULY 2020

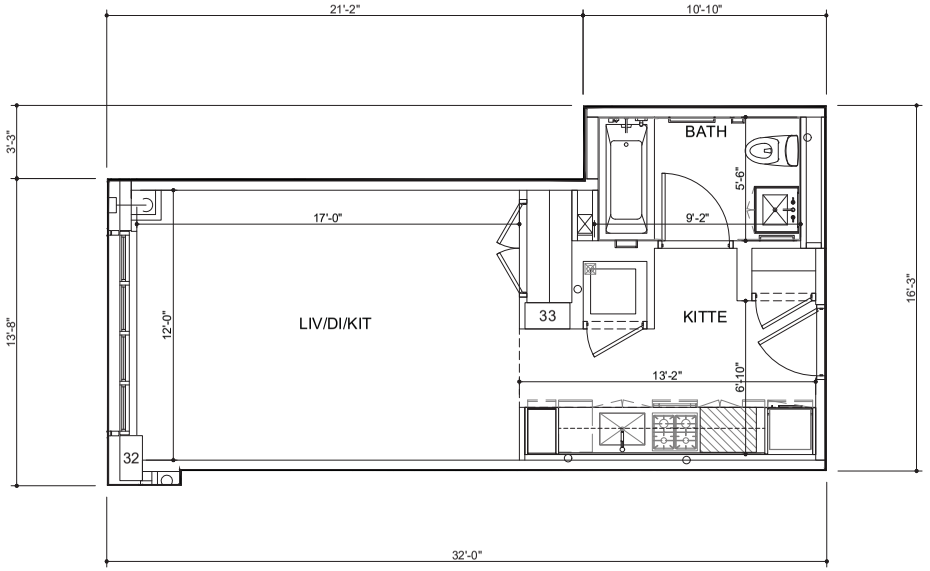
CELLAR

COMM. UNIT
AREA = 7853 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

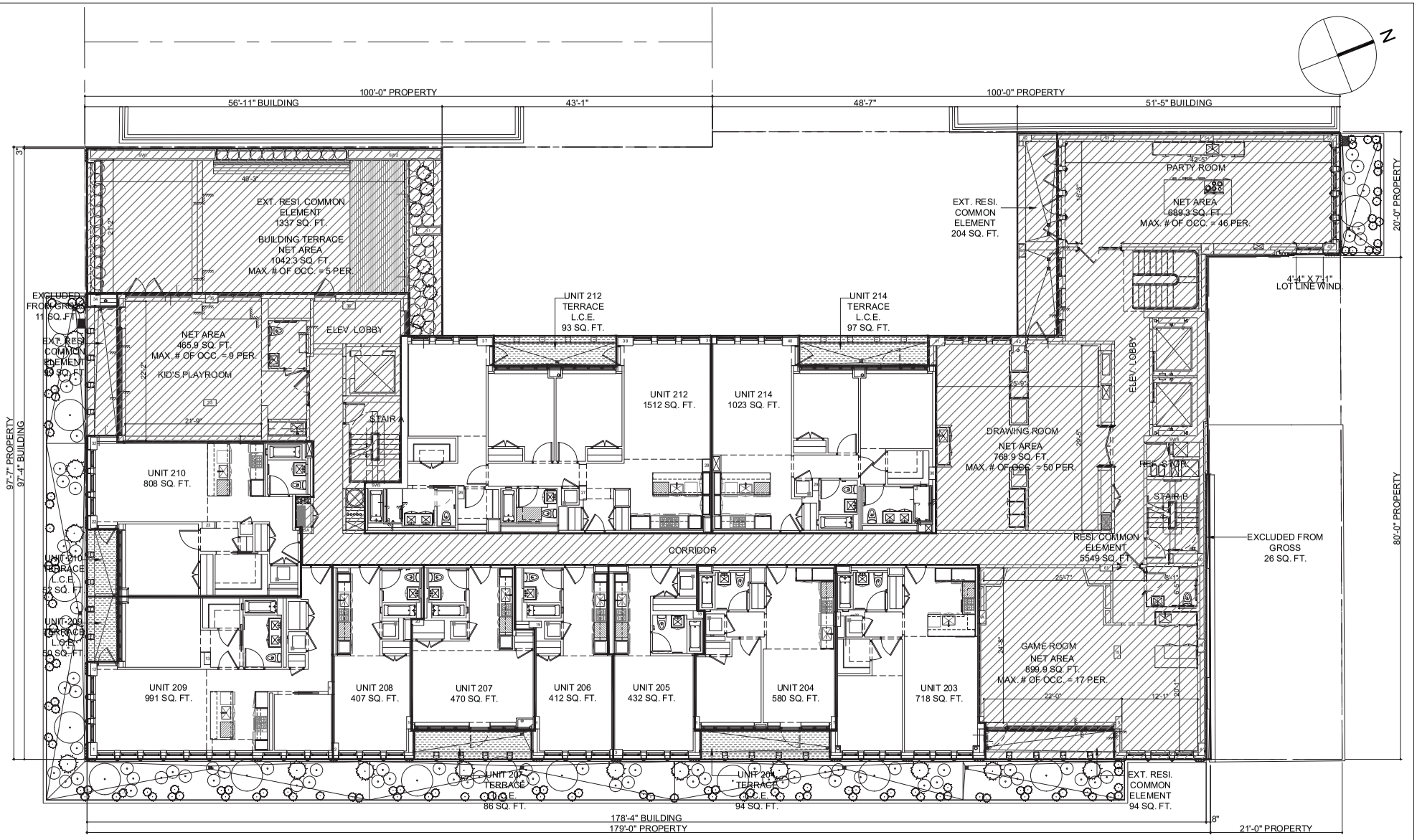
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

FIRST FL.	UNIT	101	0 BED	1 BATH	0 P.R.
		AREA	=	453 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

SECOND FLOOR

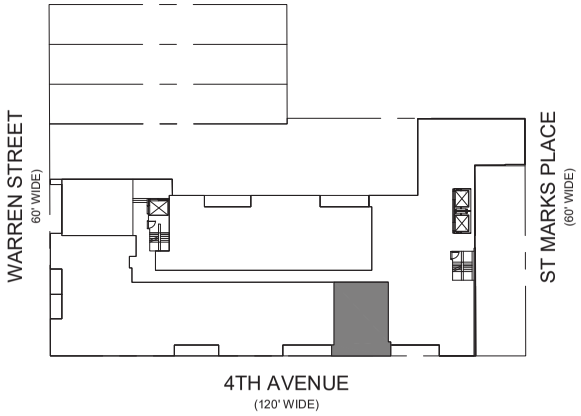
GROSS AREA (S.F.) = 12,939

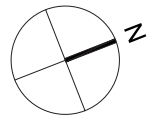
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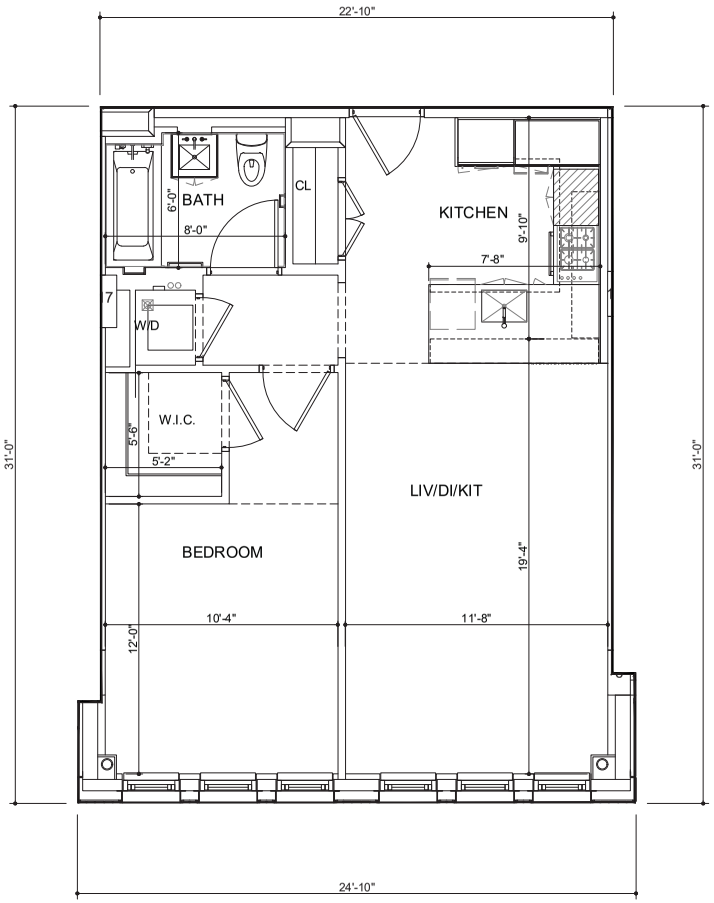
RESI COMMON ELEMENT = 7283 S.F.

LIMITED COMMON ELEMENT = 472 S.F.

SCALE: 0' 8' 16' 24'







270

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

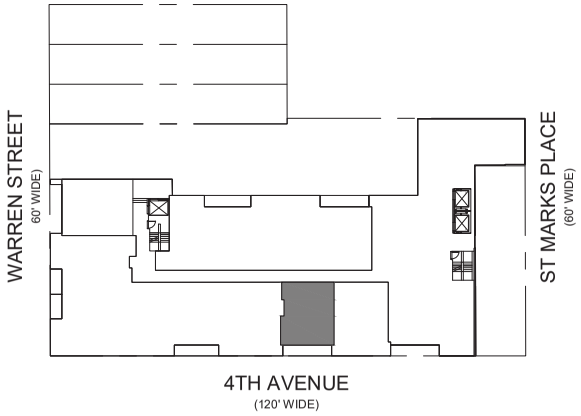
BRENT M. PORTER ARCHITECT & ASSOC.

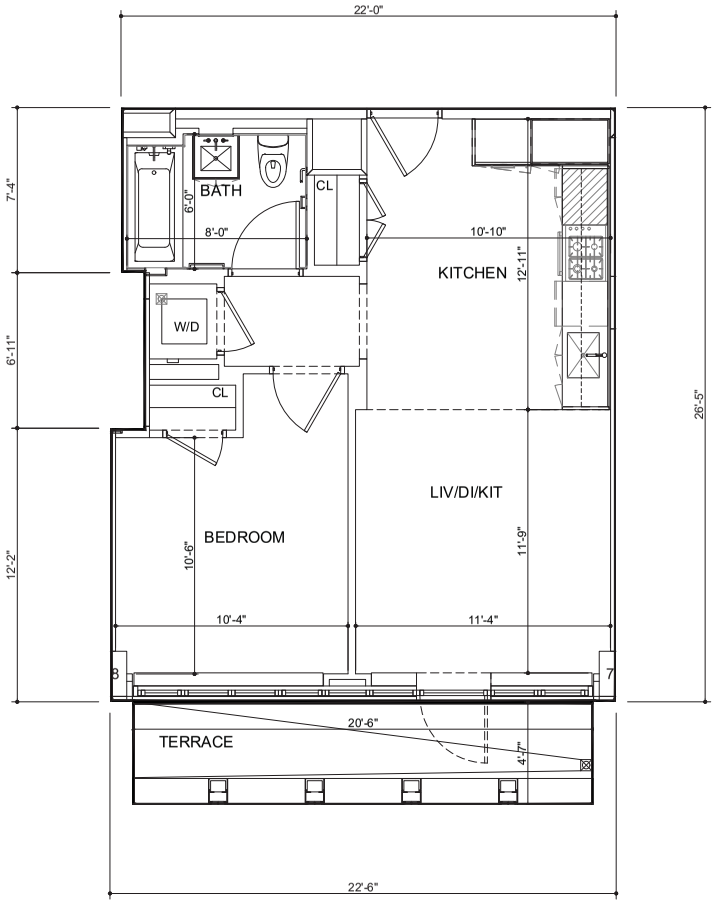
DATE: JULY 2020

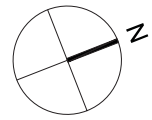
SECOND FL.	UNIT	203	1 BED	1 BATH	0 P.R.
		AREA	=		718 S.F.
		EXT. AREA	=		0 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







271

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

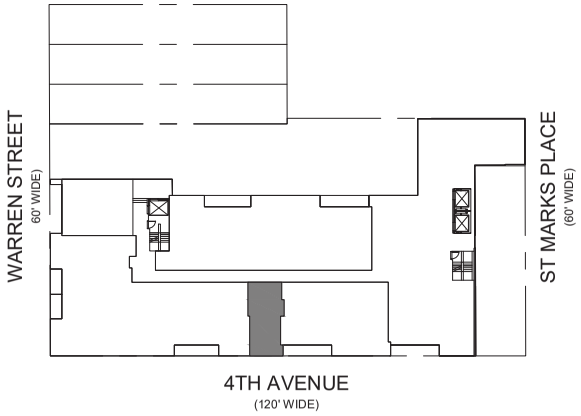
BRENT M. PORTER ARCHITECT & ASSOC.

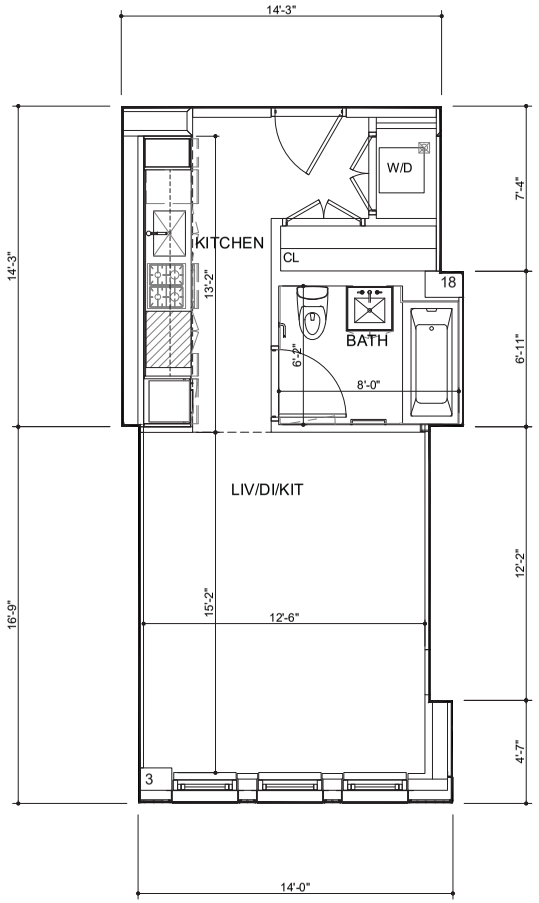
DATE: JULY 2020

SECOND FL.	UNIT	204	1 BED	1 BATH	0 P.R.
		AREA	=	580 S.F.	
		EXT. AREA	=	94 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

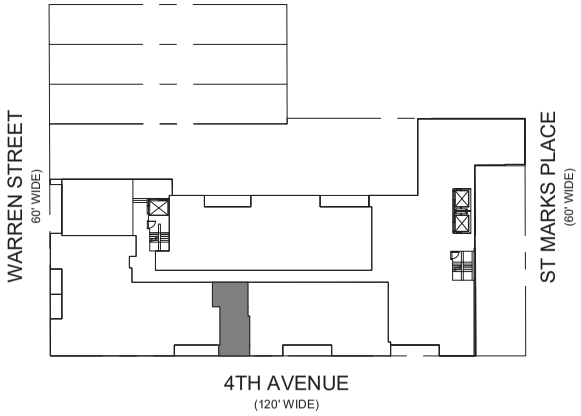
BRENT M. PORTER ARCHITECT & ASSOC.

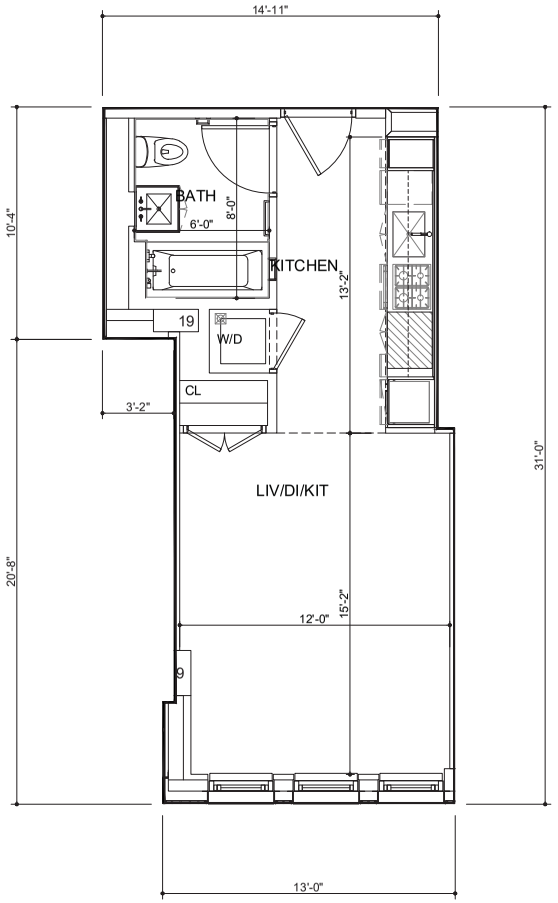
DATE: JULY 2020

SECOND FL.	UNIT	205	0 BED	1 BATH	0 P.R.
		AREA	=	432 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

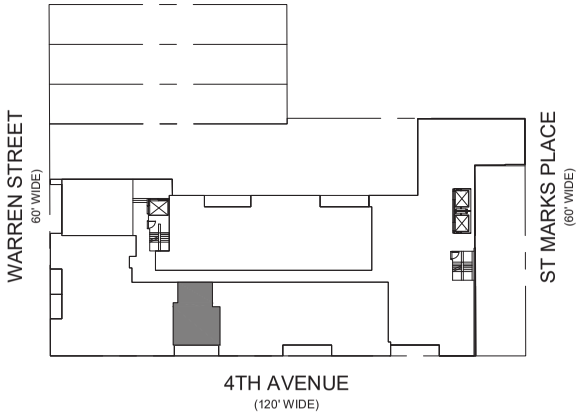
BRENT M. PORTER ARCHITECT & ASSOC.

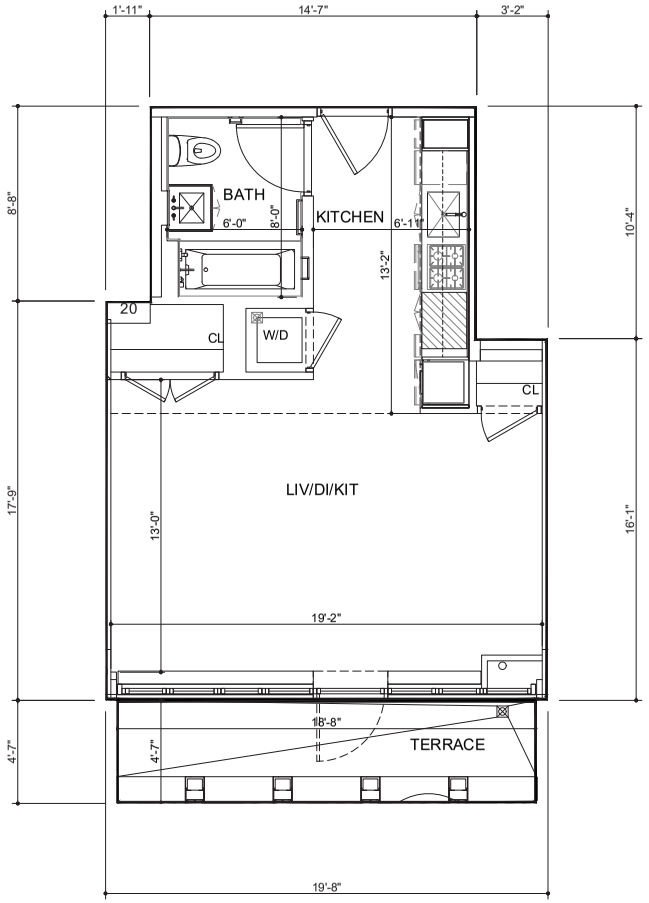
DATE: JULY 2020

SECOND FL.	UNIT	206	0 BED	1 BATH	0 P.R.
		AREA	=	412 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

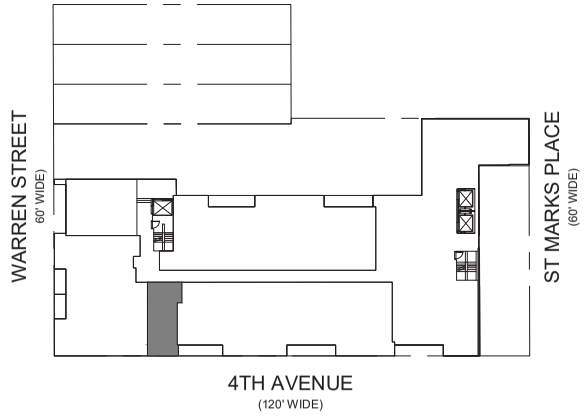
BRENT M. PORTER ARCHITECT & ASSOC.

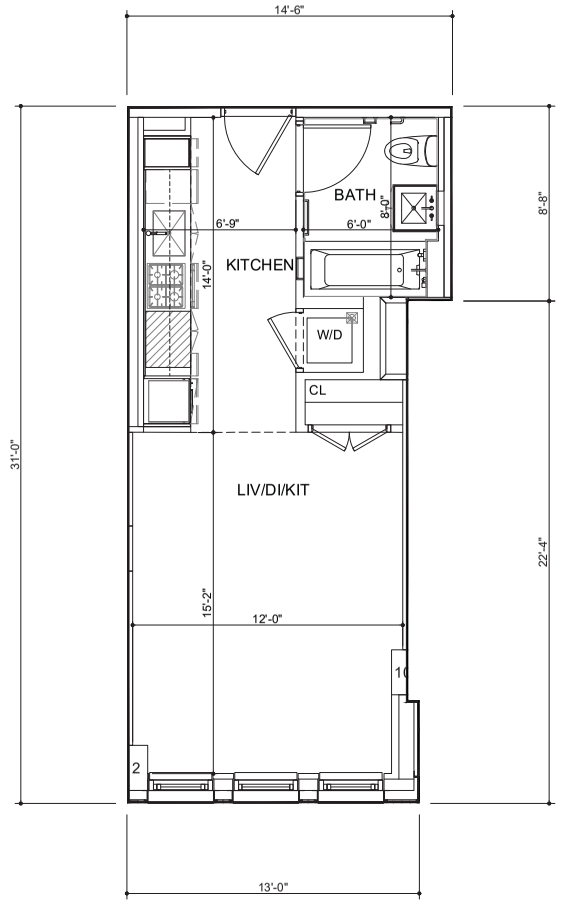
DATE: JULY 2020

SECOND FL.	UNIT	207	0 BED	1 BATH	0 P.R.
		AREA	=	470 S.F.	
		EXT. AREA	=	86 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





275

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

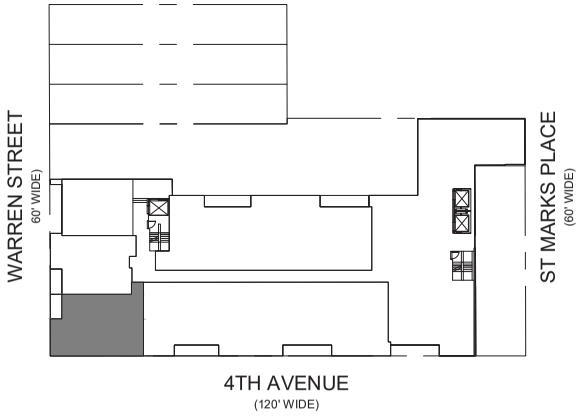
BRENT M. PORTER ARCHITECT & ASSOC.

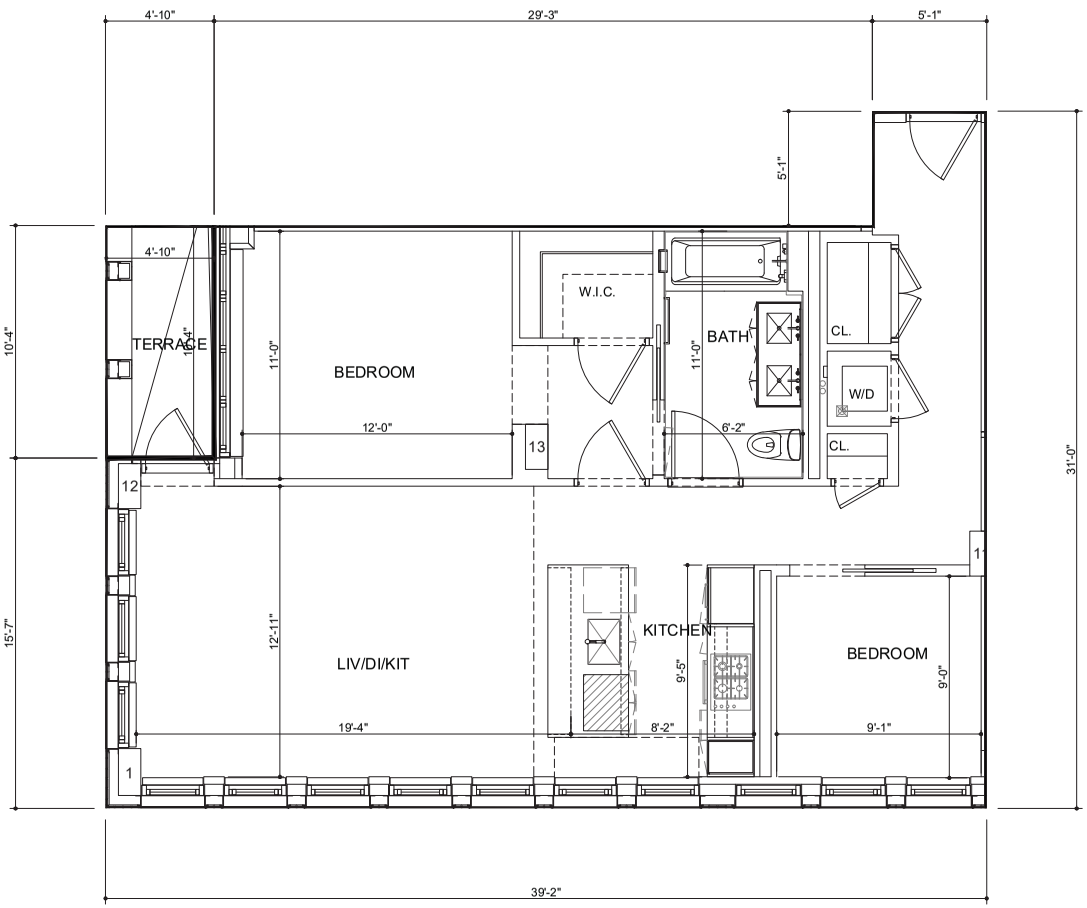
DATE: JULY 2020

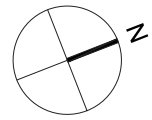
SECOND FL.	UNIT	208	0 BED	1 BATH	0 P.R.
		AREA	=	407 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







276

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

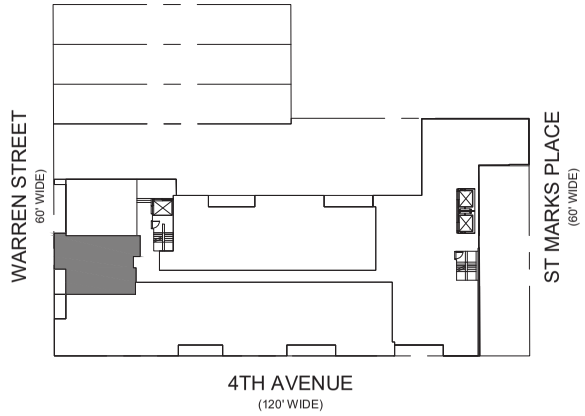
BRENT M. PORTER ARCHITECT & ASSOC.

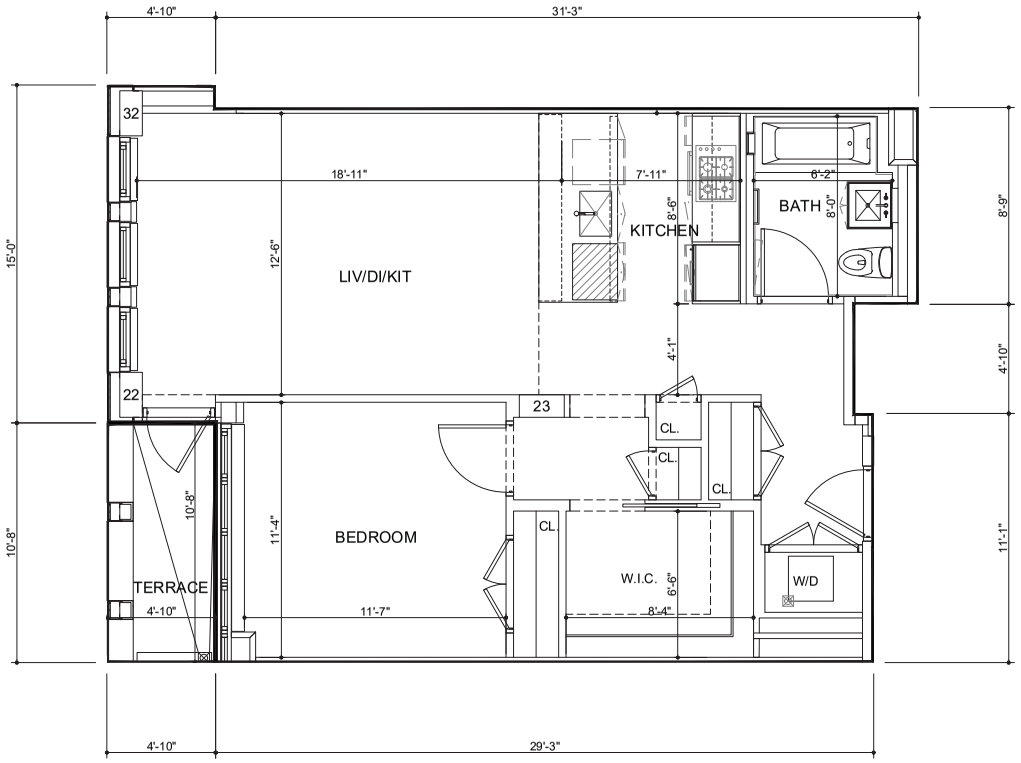
DATE: JULY 2020

SECOND FL.	UNIT	209 2 BED	1 BATH	0 P.R.
		AREA =		991 S.F.
		EXT. AREA =		50 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.







277

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

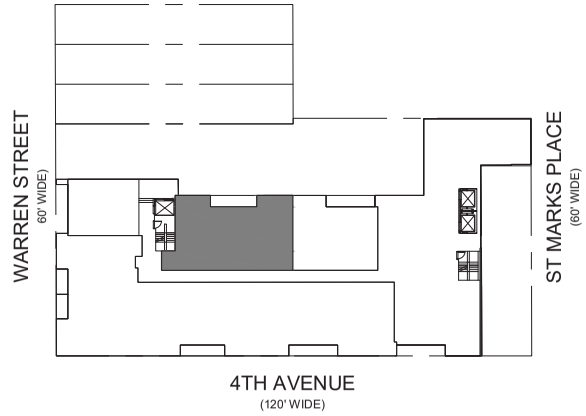
BRENT M. PORTER ARCHITECT & ASSOC.

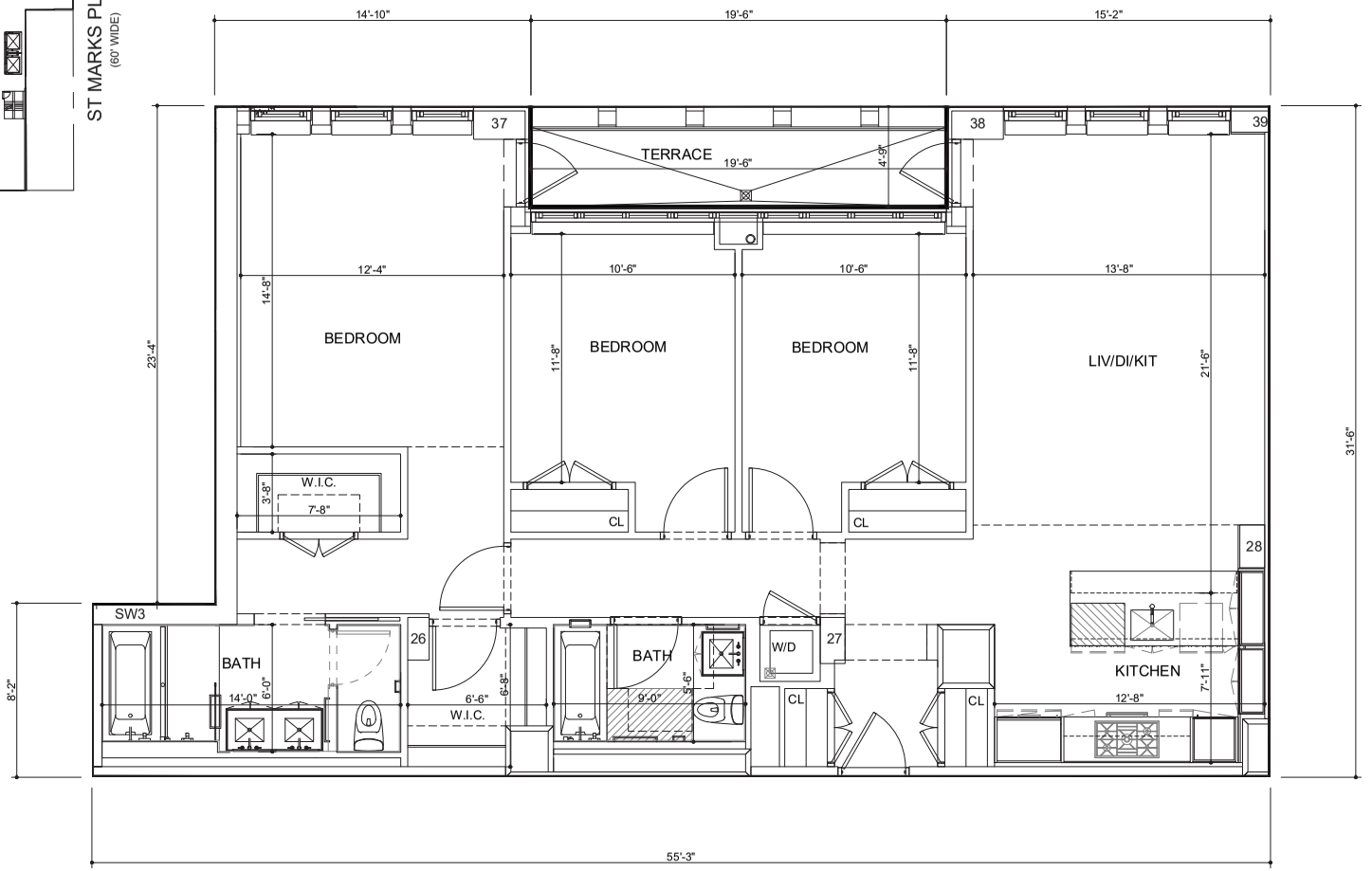
DATE: JULY 2020

SECOND FL.	UNIT	210	1 BED	1 BATH	0 P.R.
		AREA	=	808 S.F.	
		EXT. AREA	=	52 S.F.	

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SCALE: 0' 8' 16' 24'





278

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

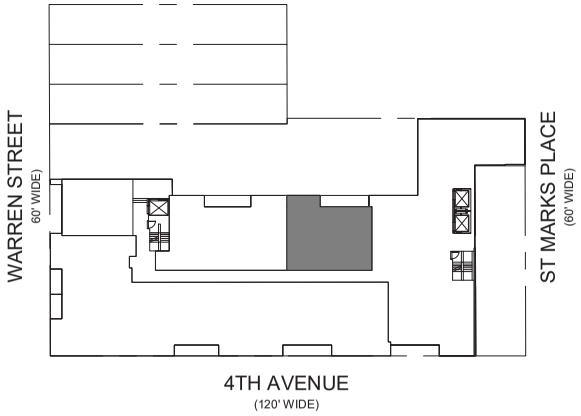
BRENT M. PORTER ARCHITECT & ASSOC.

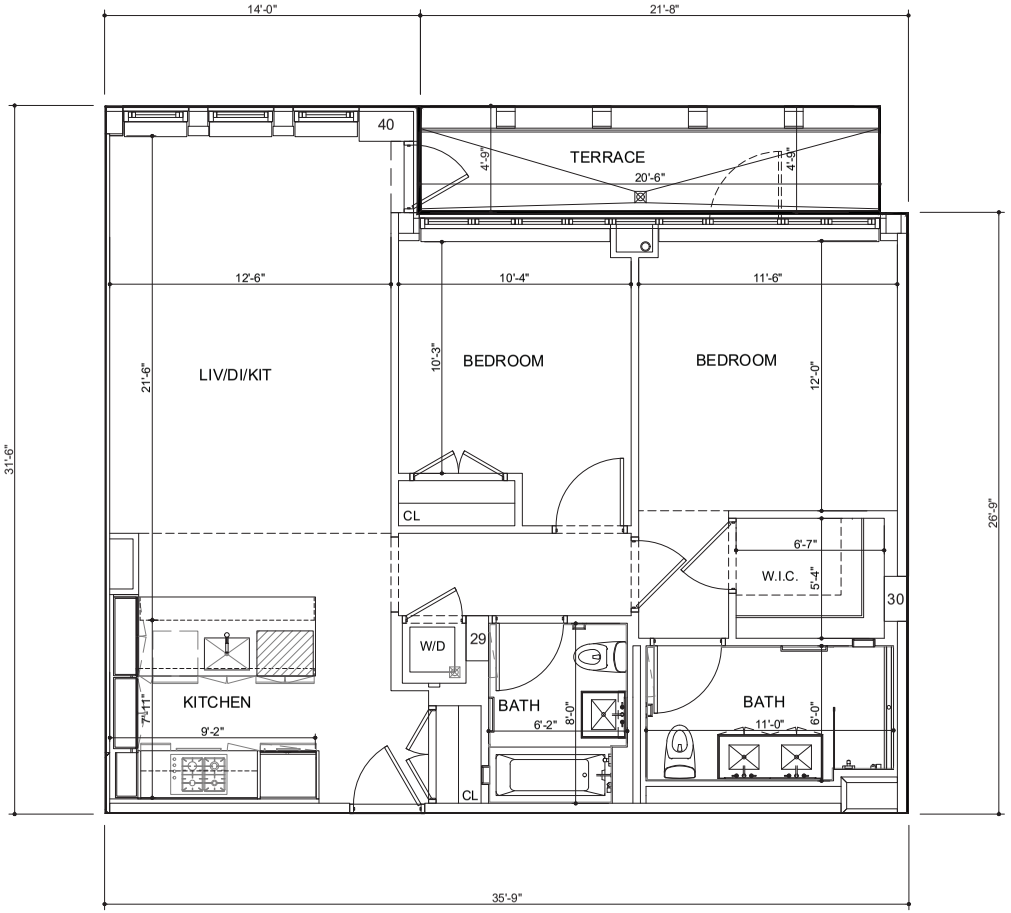
DATE: JULY 2020

SECOND FL.	UNIT	212 3 BED	2 BATH	0 P.R.
		AREA =	1512 S.F.	
		EXT. AREA =	93 S.F.	

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4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

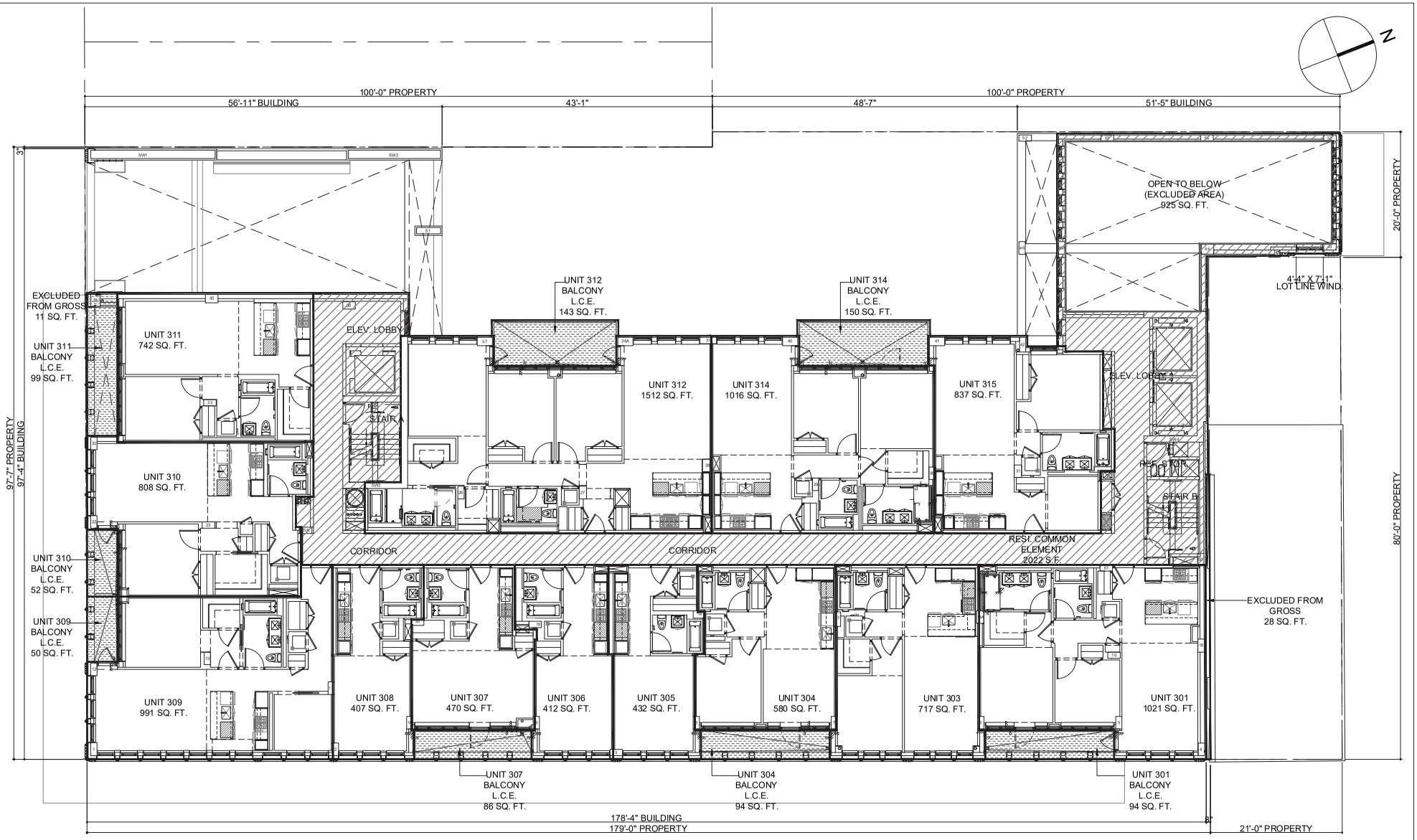
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

SECOND FL.	UNIT	214	2 BED	2 BATH	0 P.R.
		AREA	=	1023 S.F.	
		EXT. AREA	=	97 S.F.	

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4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

THIRD FLOOR

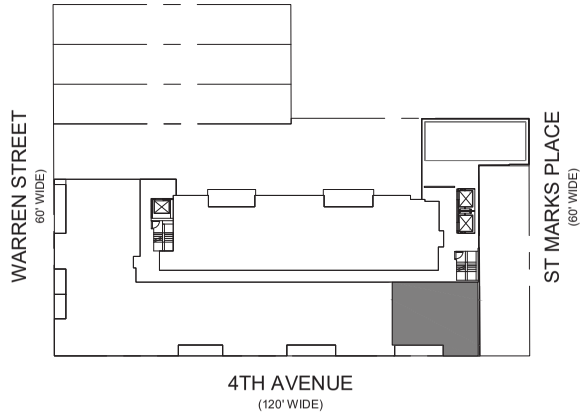
GROSS AREA (S.F.) = 12,931

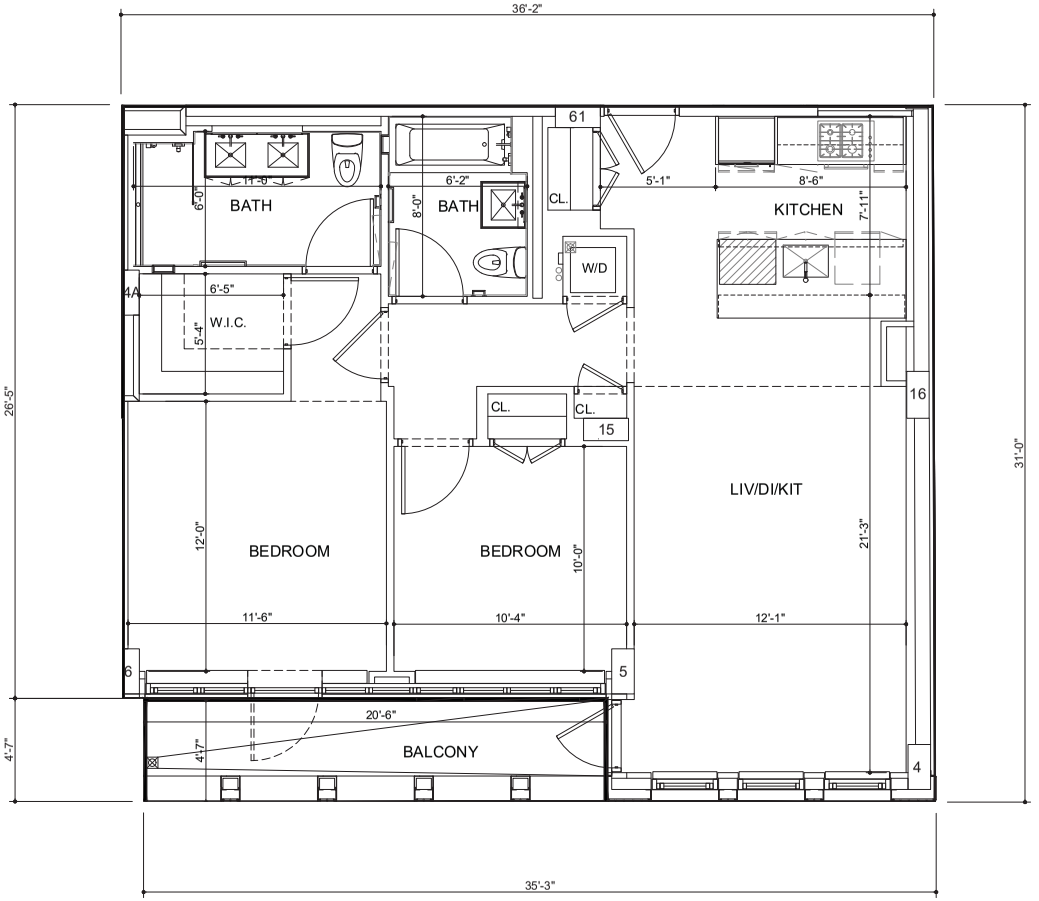
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RESI COMMON ELEMENT = 2022 S.F.

LIMITED COMMON ELEMENT = 768 S.F.

SCALE: 0' 8' 16' 24'





281

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

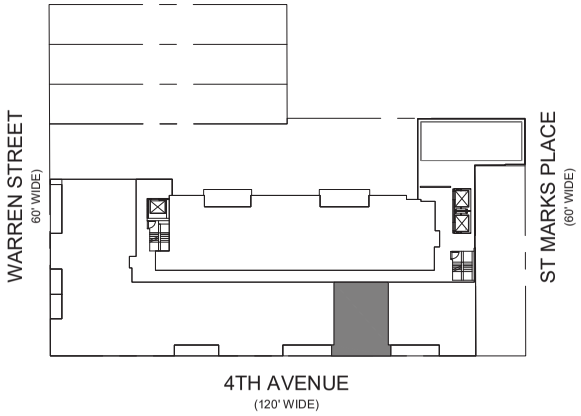
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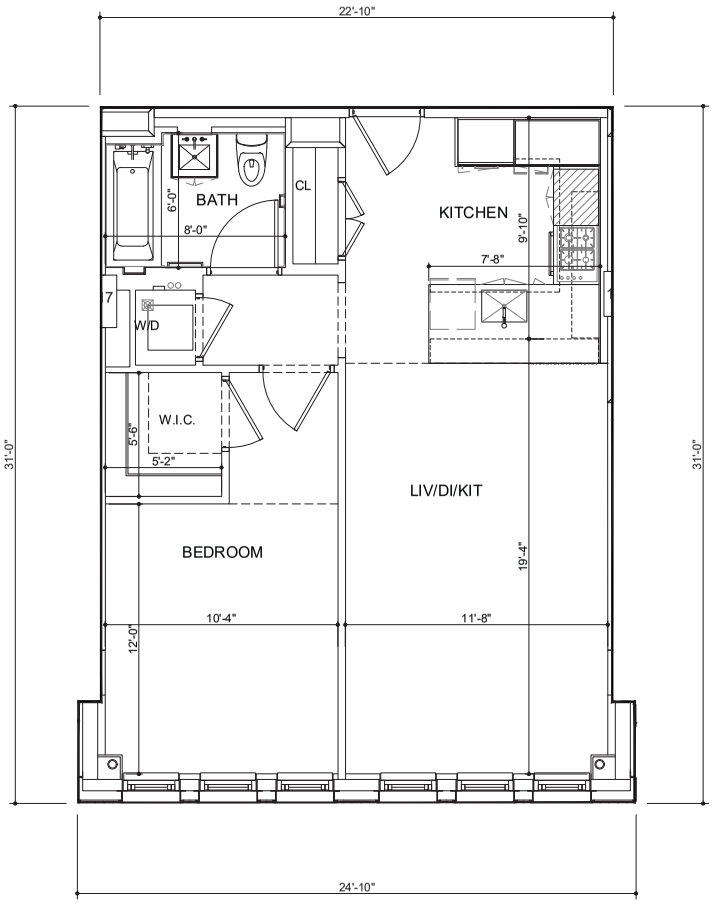
DATE: JULY 2020

THIRD FL.	UNIT	301	2 BED	2 BATH	0 P.R.
		AREA	=	1021 S.F.	
		EXT. AREA	=	94 S.F.	

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4TH AVENUE DEVELOPMENT OWNER LLC

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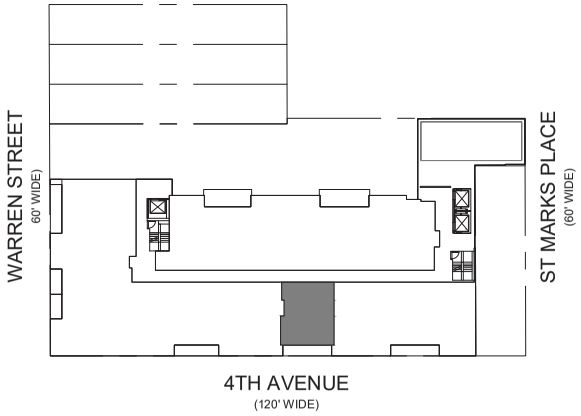
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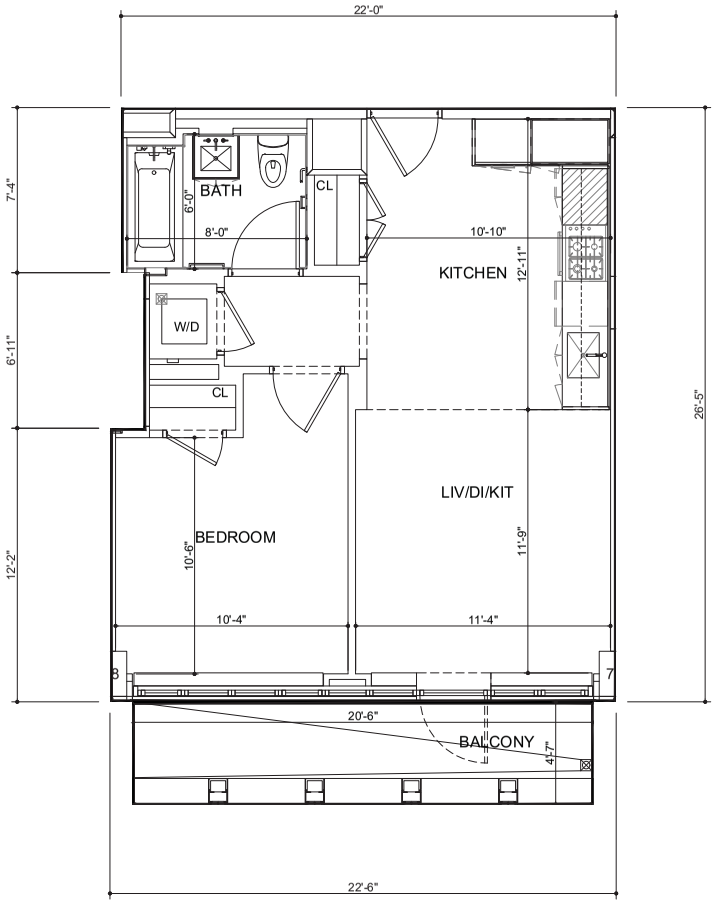
DATE: JULY 2020

THIRD FL.	UNIT	303 1 BED	1 BATH	0 P.R.	
		AREA	=	717 S.F.	
		EXT. AREA	=	0 S.F.	

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4TH AVENUE DEVELOPMENT OWNER LLC

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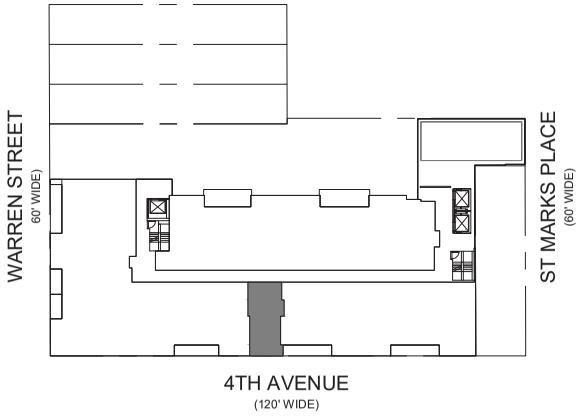
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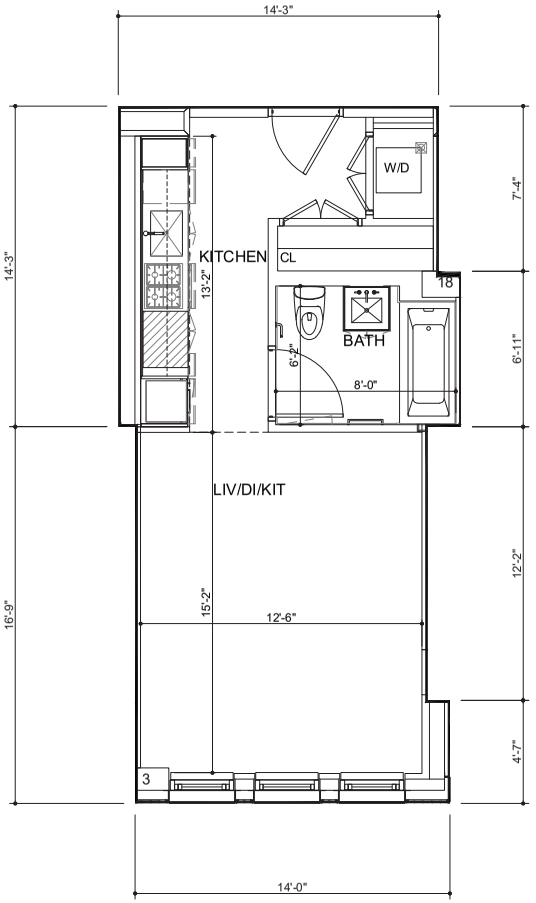
DATE: JULY 2020

THIRD FL.	UNIT	304	1 BED	1 BATH	0 P.R.
		AREA	=	580 S.F.	
		EXT. AREA	=	94 S.F.	

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4TH AVENUE DEVELOPMENT OWNER LLC

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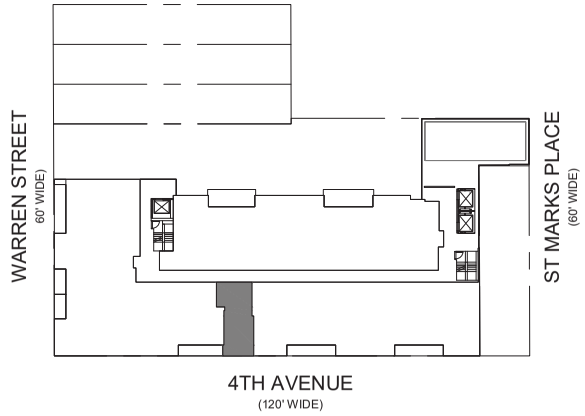
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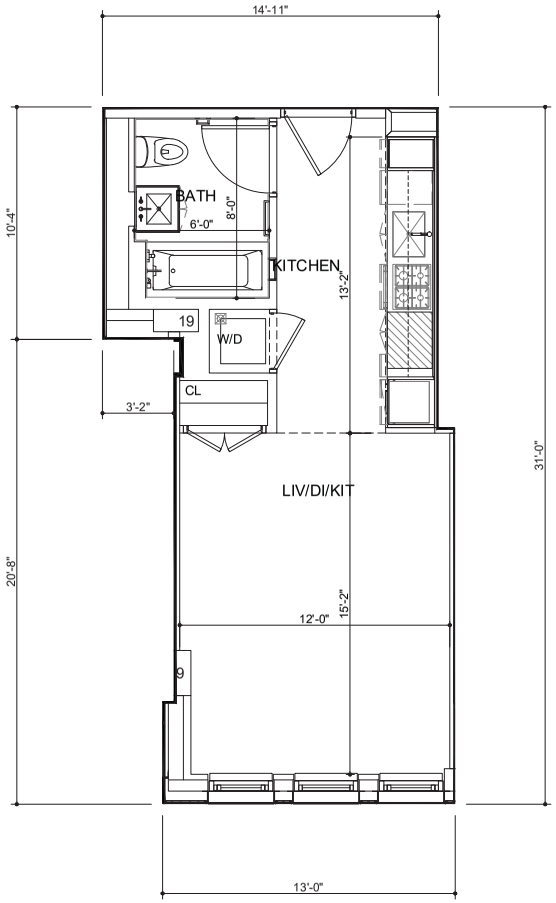
DATE: JULY 2020

THIRD FL.	UNIT	305	0 BED	1 BATH	0 P.R.
		AREA	=	432 S.F.	
		EXT. AREA	=	0 S.F.	

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4TH AVENUE DEVELOPMENT OWNER LLC

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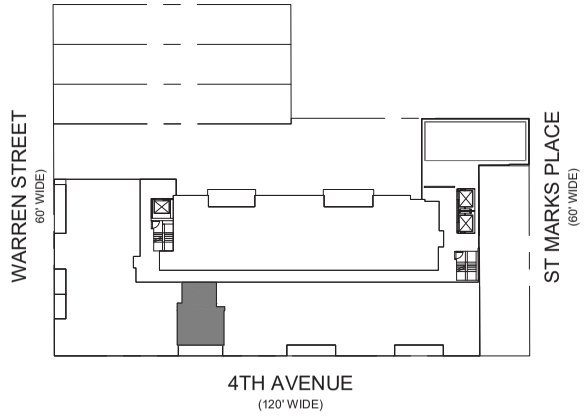
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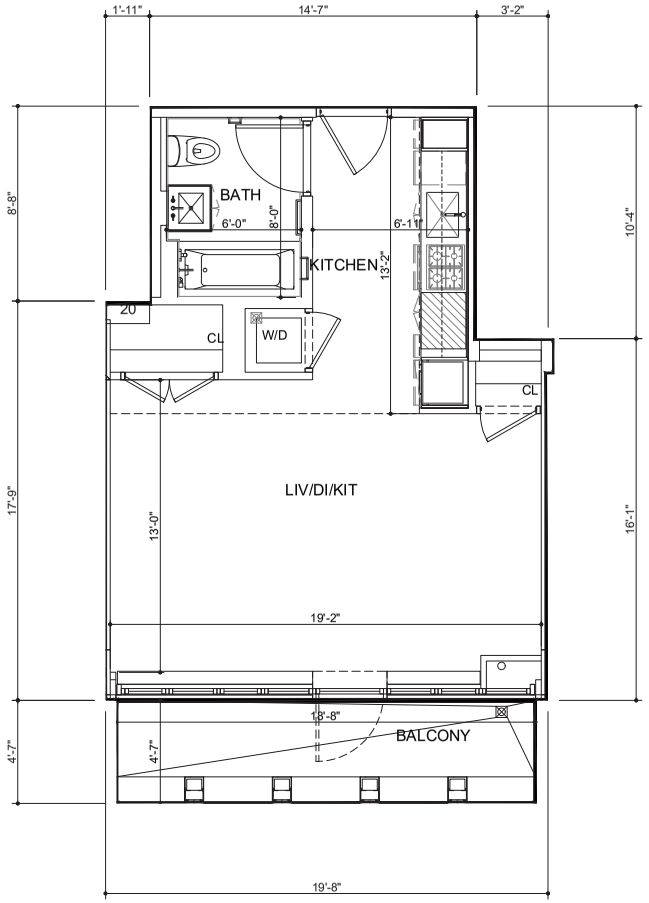
DATE: JULY 2020

THIRD FL.	UNIT	306	0 BED	1 BATH	0 P.R.
		AREA	=	412 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

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4TH AVENUE DEVELOPMENT OWNER LLC

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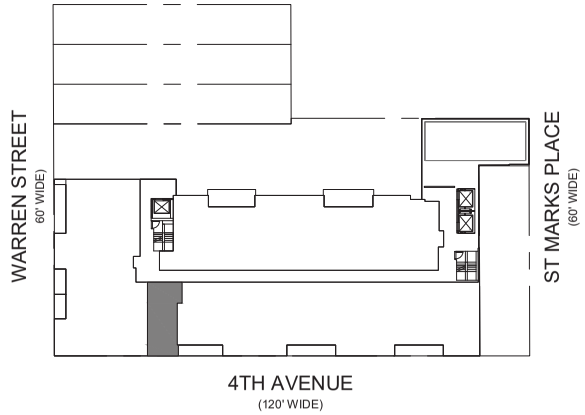
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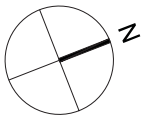
DATE: JULY 2020

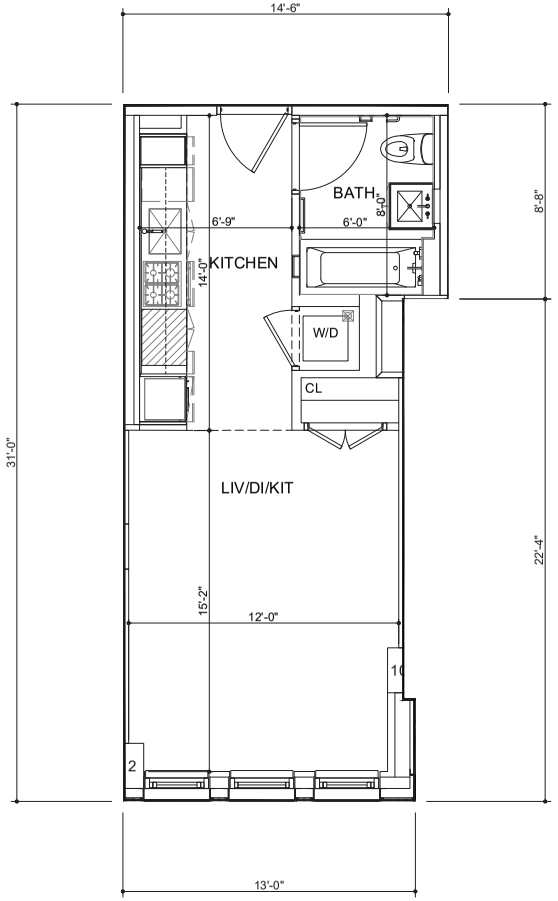
THIRD FL.	UNIT	307	0 BED	1 BATH	0 P.R.
		AREA	=	470 S.F.	
		EXT. AREA	=	86 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

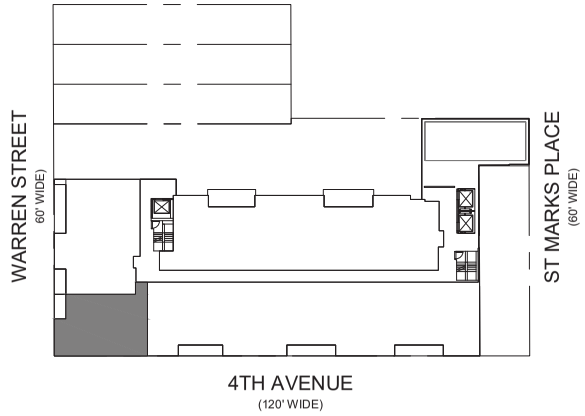
BRENT M. PORTER ARCHITECT & ASSOC.

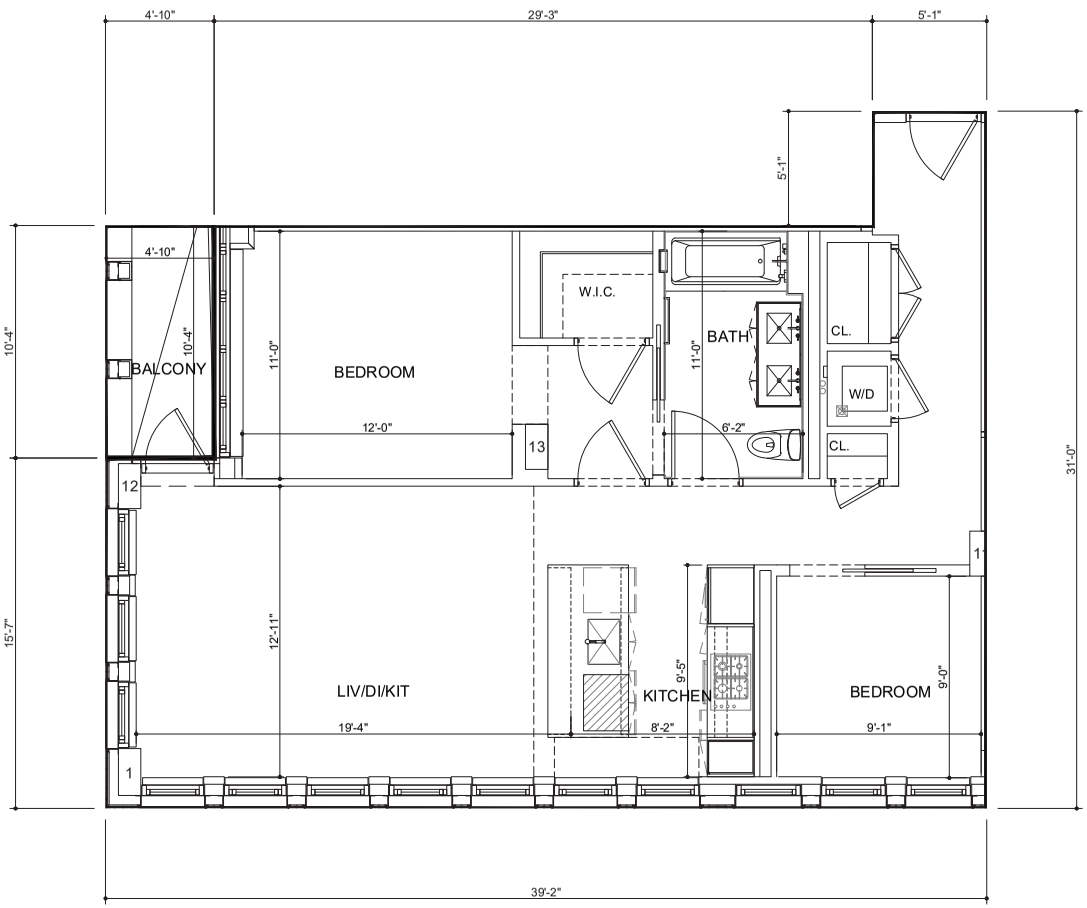
DATE: JULY 2020

THIRD FL.	UNIT	308	0 BED	1 BATH	0 P.R.
		AREA	=	407 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





288

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

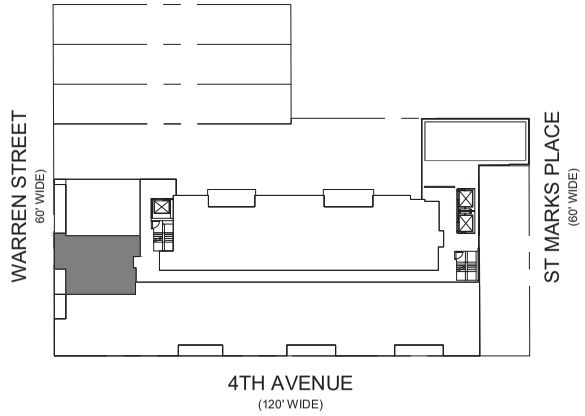
BRENT M. PORTER ARCHITECT & ASSOC.

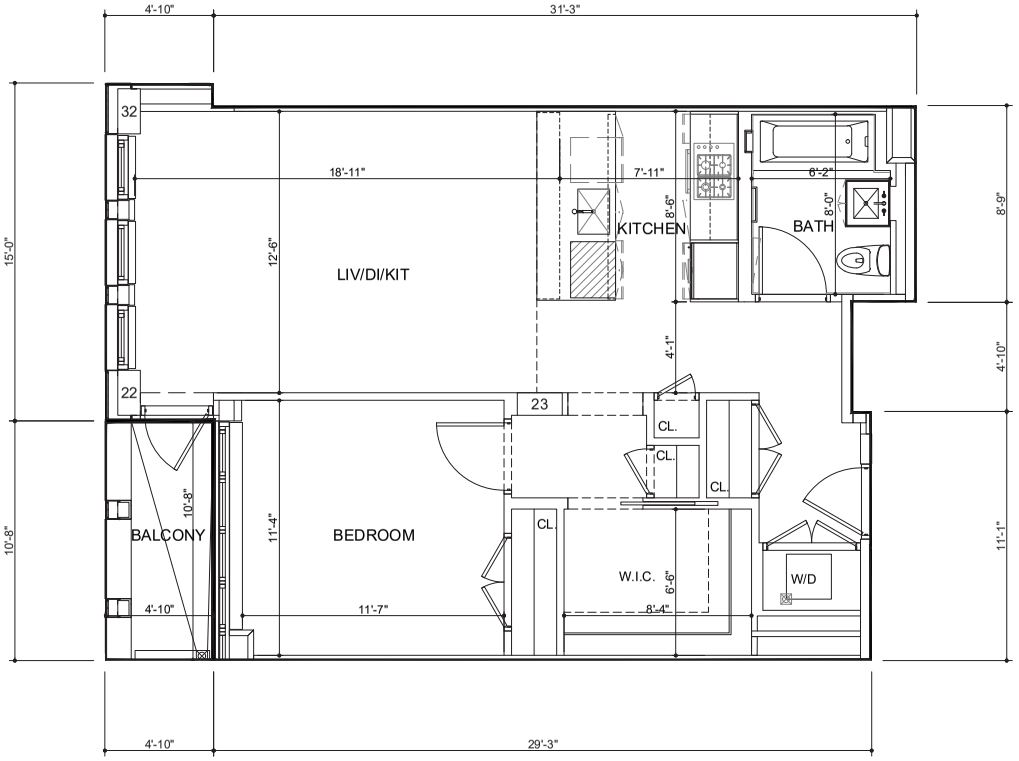
DATE: JULY 2020

THIRD FL.	UNIT	309 2 BED	1 BATH	0 P.R.
		AREA =	991 S.F.	
		EXT. AREA =	50 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

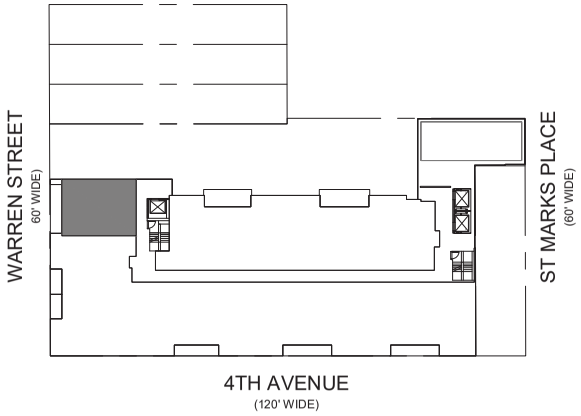
BRENT M. PORTER ARCHITECT & ASSOC.

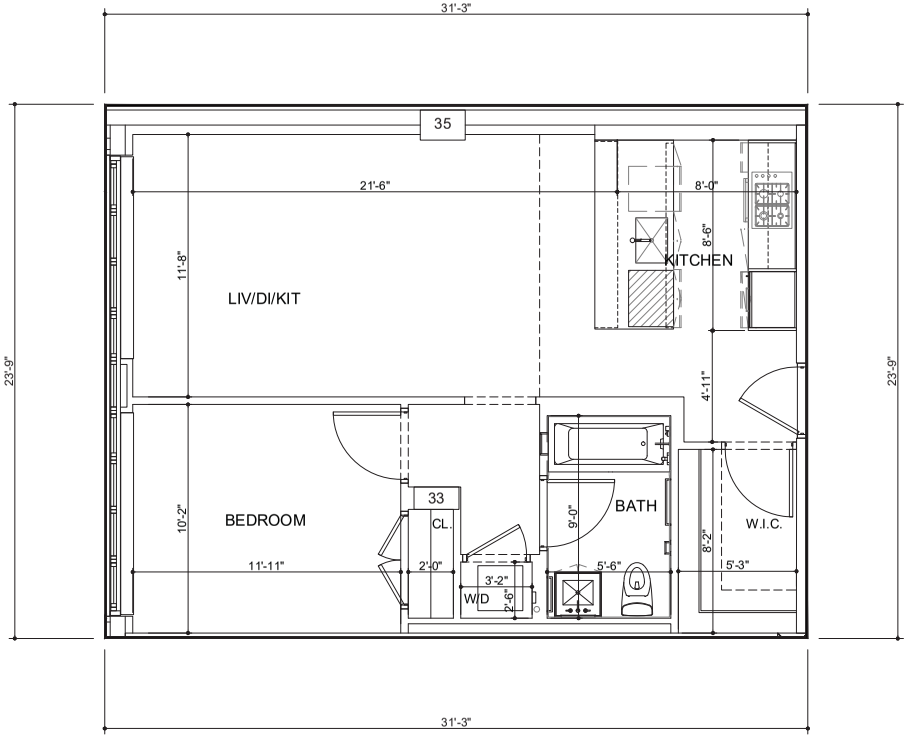
DATE: JULY 2020

THIRD FL.	UNIT	310	1 BED	1 BATH	0 P.R.
		AREA	=	808 S.F.	
		EXT. AREA	=	52 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

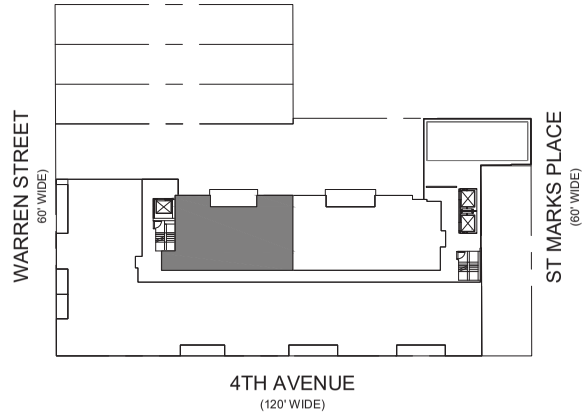
BRENT M. PORTER ARCHITECT & ASSOC.

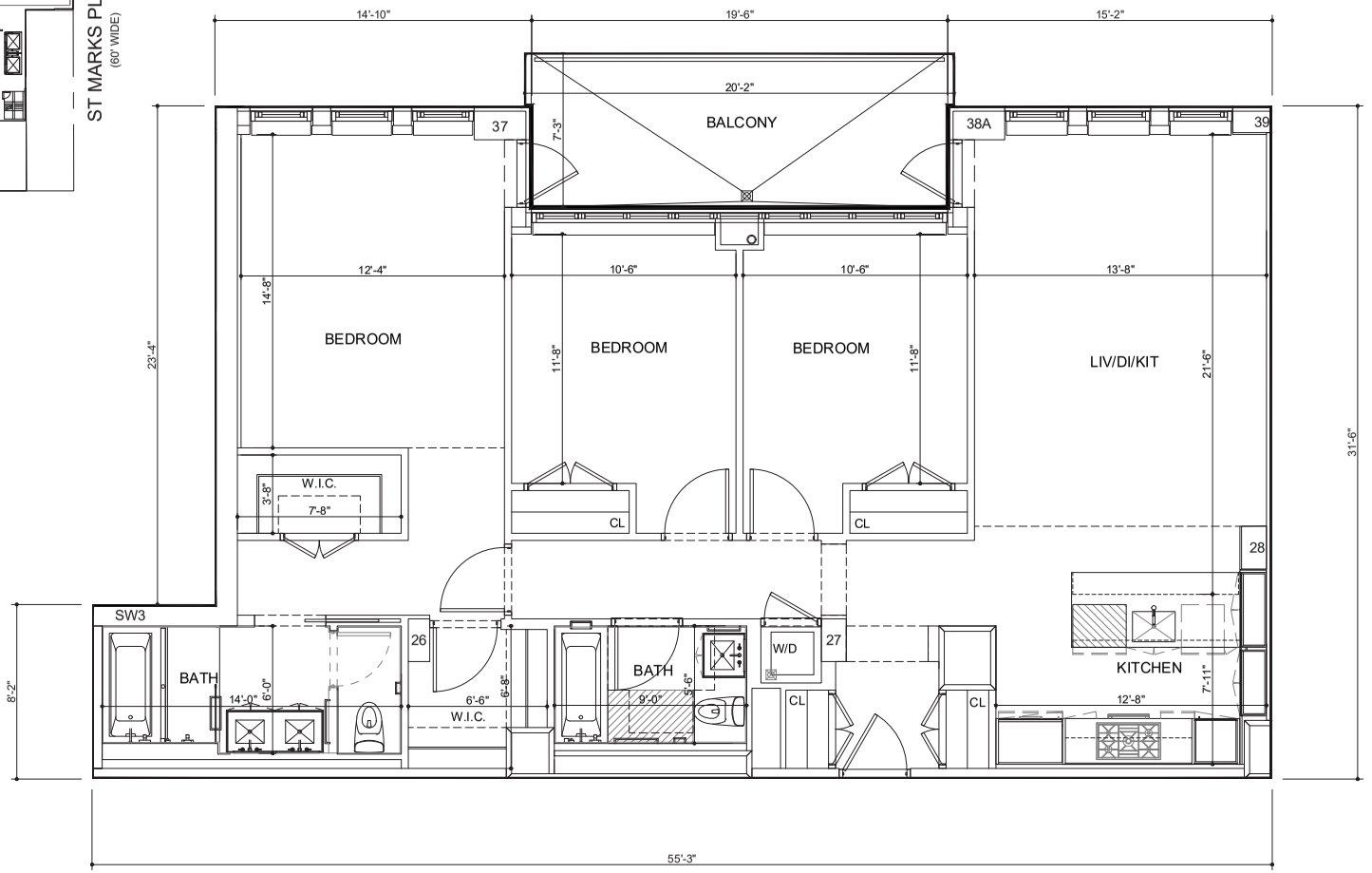
DATE: JULY 2020

THIRD FL.	UNIT	311 1 BED	1 BATH	0 P.R.
		AREA =		742 S.F.
		EXT. AREA =		99 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





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4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

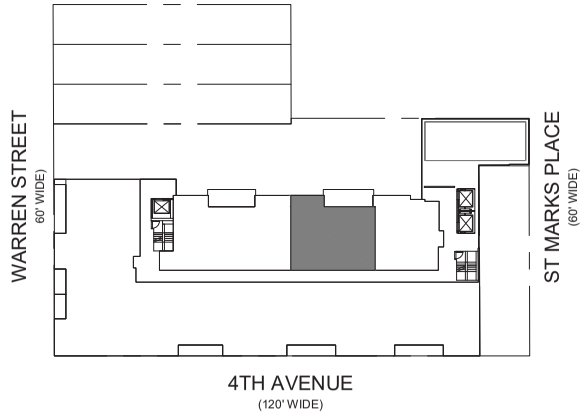
THIRD FL. UNIT 312 3 BED | 2 BATH | 0 P.R.

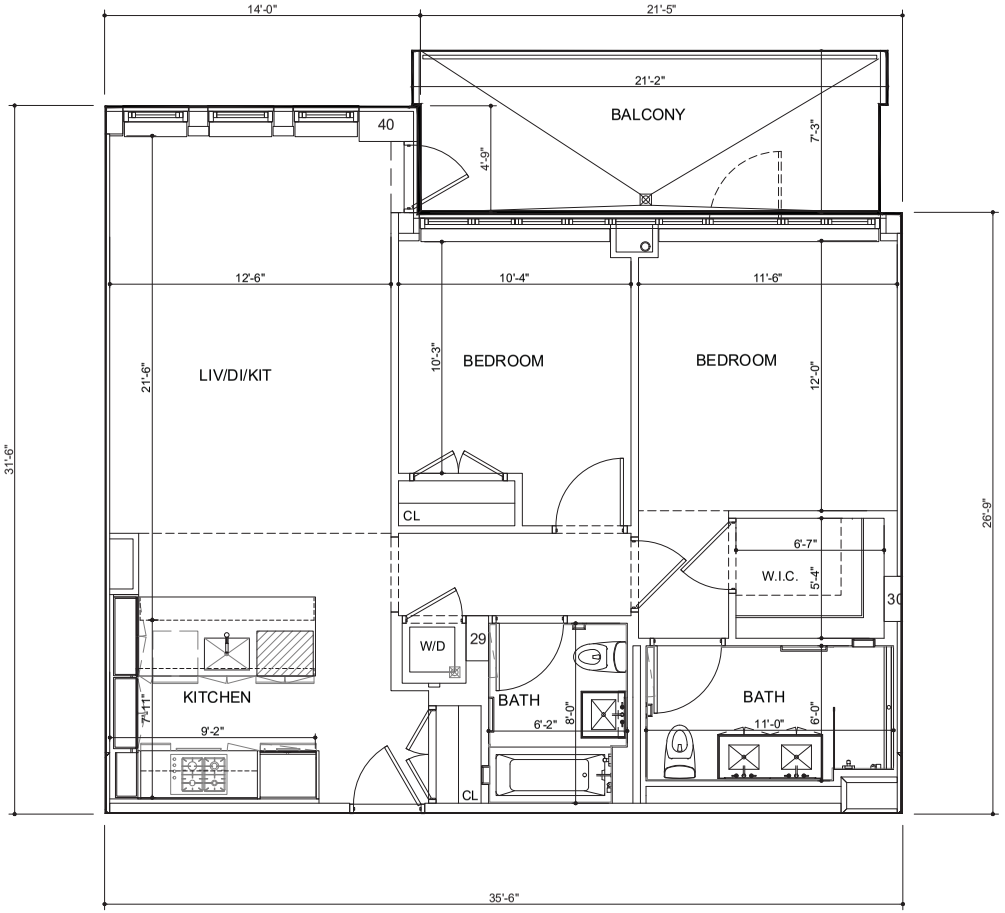
AREA = 1512 S.F.

EXT. AREA = 143 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

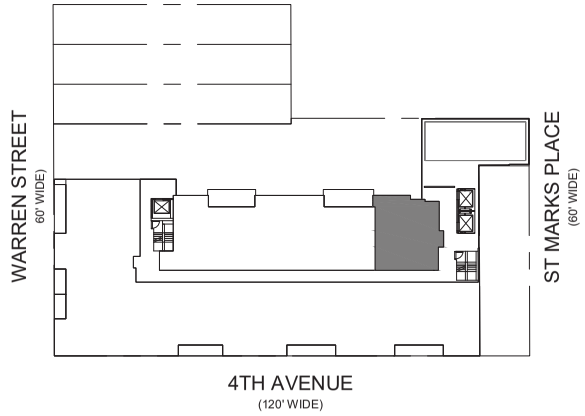
BRENT M. PORTER ARCHITECT & ASSOC.

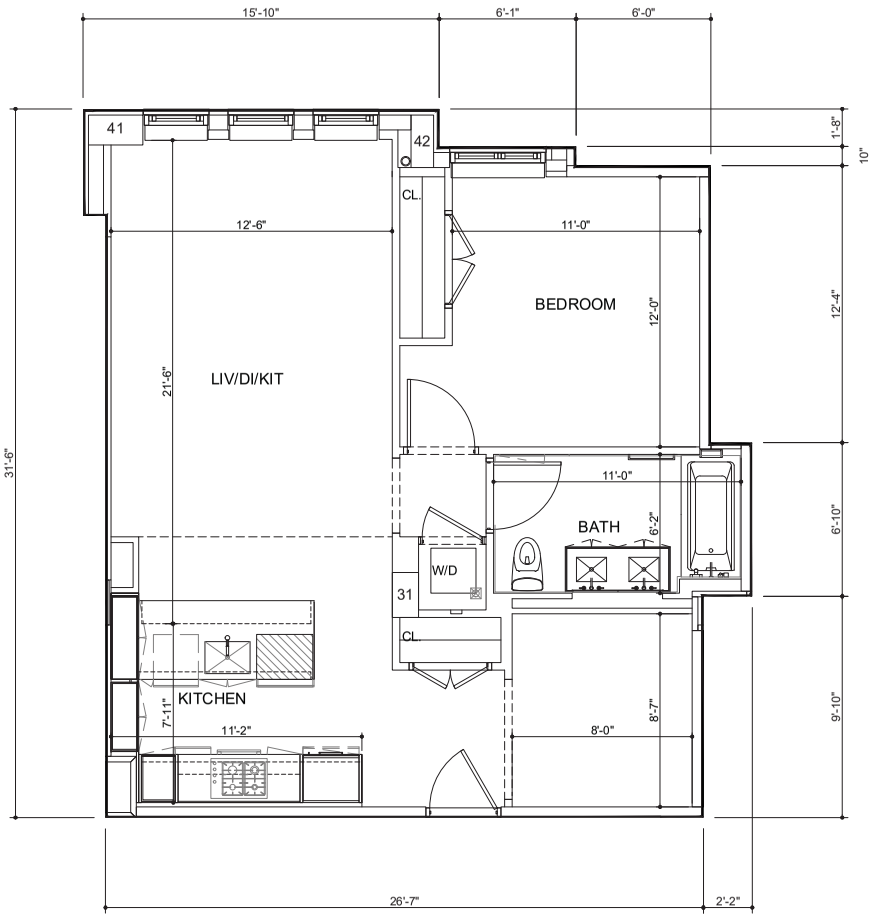
DATE: JULY 2020

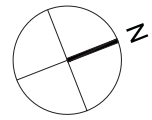
THIRD FL.	UNIT	314	2 BED	2 BATH	0 P.R.
		AREA	=	1016 S.F.	
		EXT. AREA	=	150 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







293

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

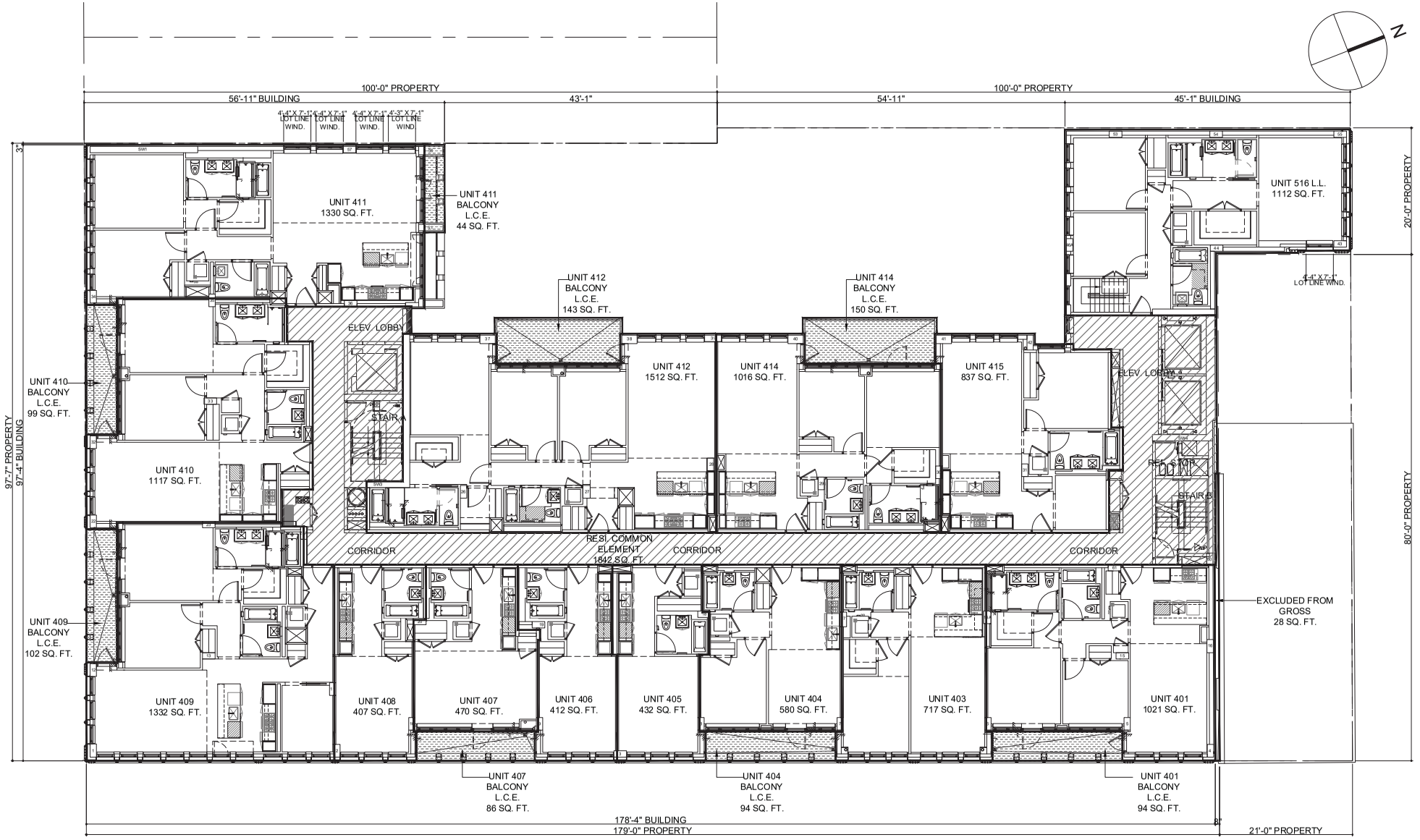
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

THIRD FL.	UNIT	315 1 BED	1 BATH	0 P.R.
		AREA =		837 S.F.
		EXT. AREA =		0 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



294

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

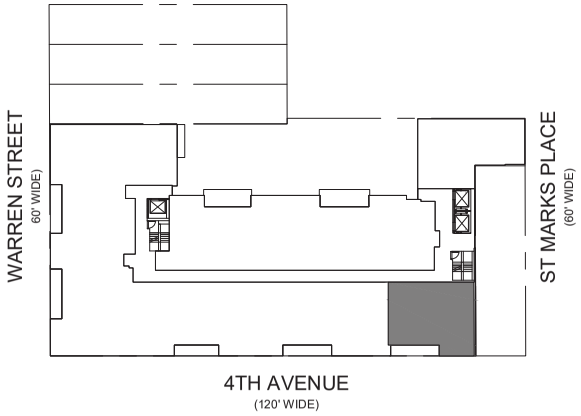
FOURTH FLOOR

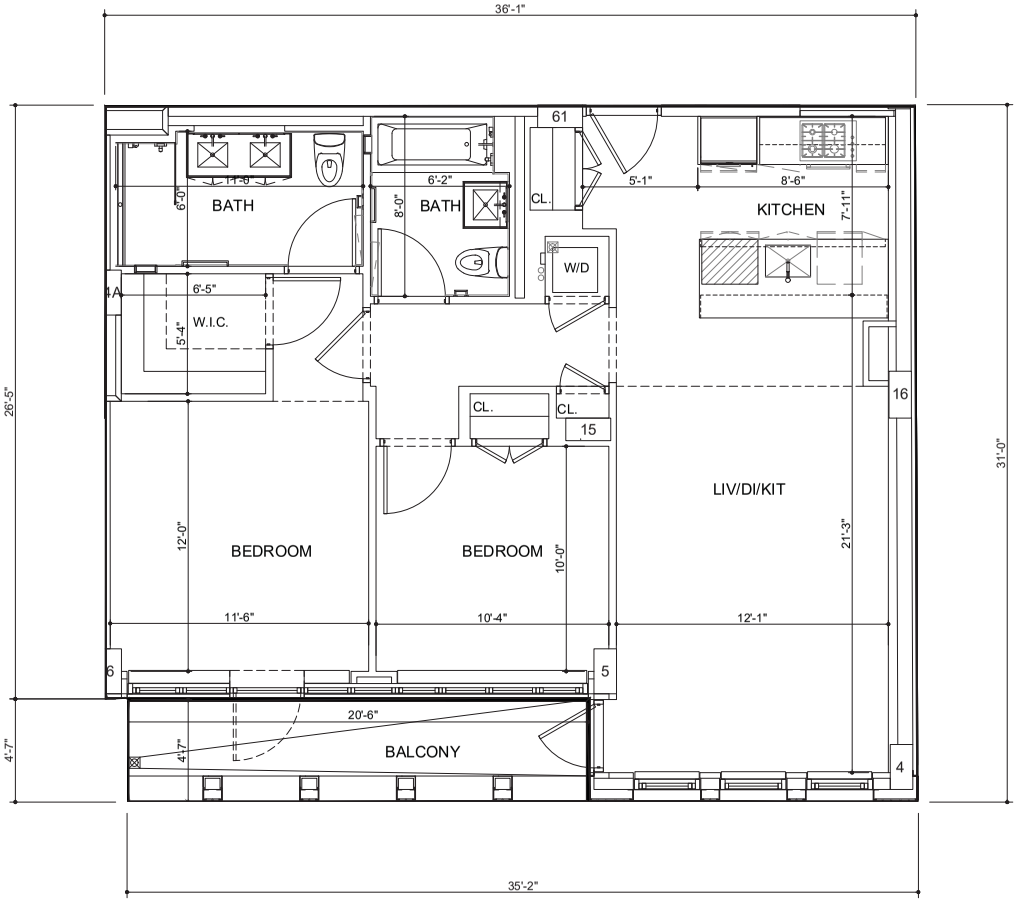
GROSS AREA (S.F.) = 14,165

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RESI COMMON ELEMENT = 1842 SQ. FT. LIMITED COMMON ELEMENT = 812 S.F.

SCALE: 0' 8' 16' 24'





295

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

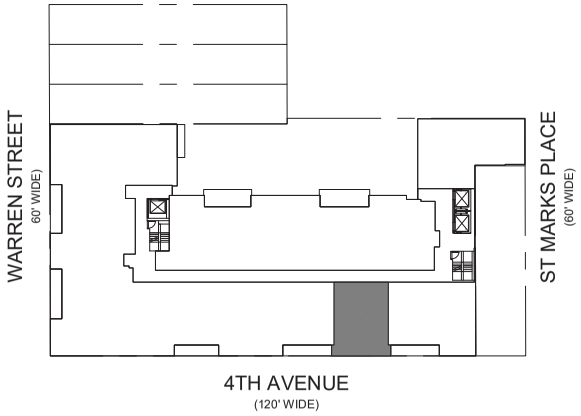
BRENT M. PORTER ARCHITECT & ASSOC.

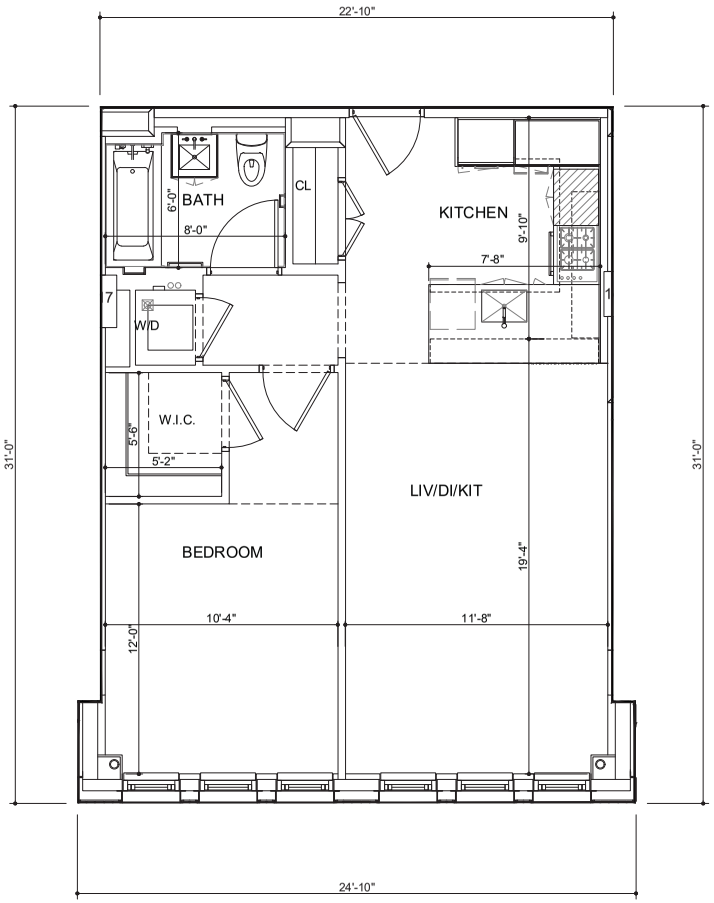
DATE: JULY 2020

FOURTH FL.	UNIT	401 2 BED	2 BATH	0 P.R.
		AREA =	1021 S.F.	
		EXT. AREA =	94 S.F.	

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SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

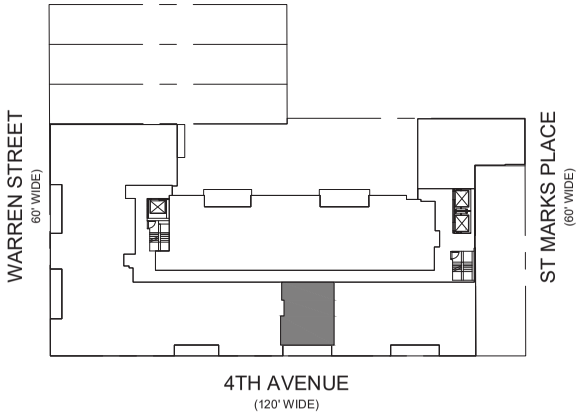
BRENT M. PORTER ARCHITECT & ASSOC.

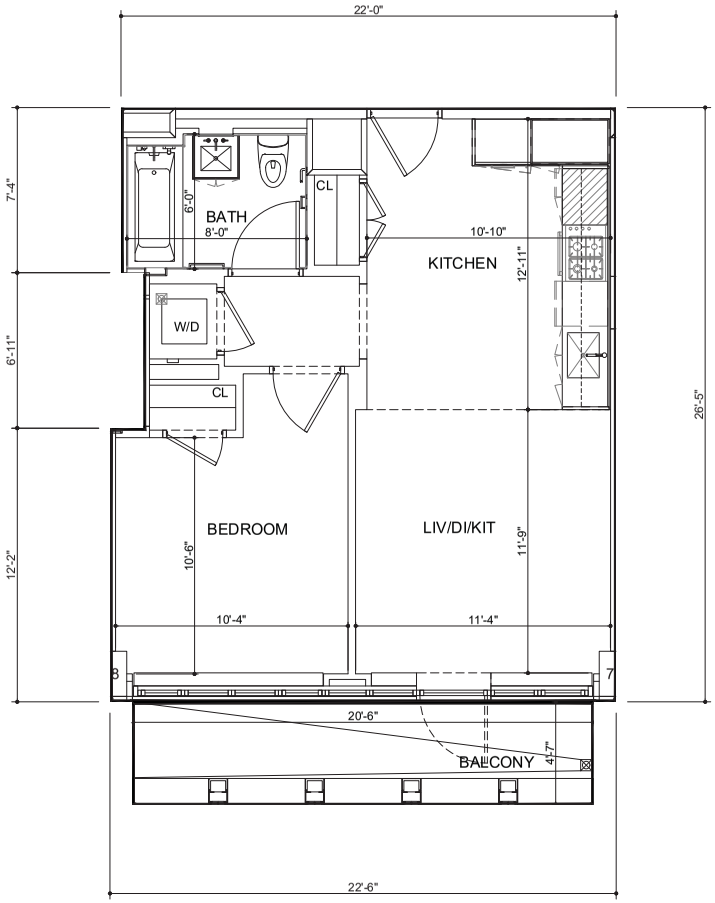
DATE: JULY 2020

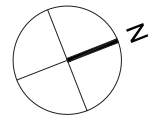
FOURTH FL.	UNIT 403	1 BED	1 BATH	0 P.R.
	AREA =			717 S.F.
	EXT. AREA =			0 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







297

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

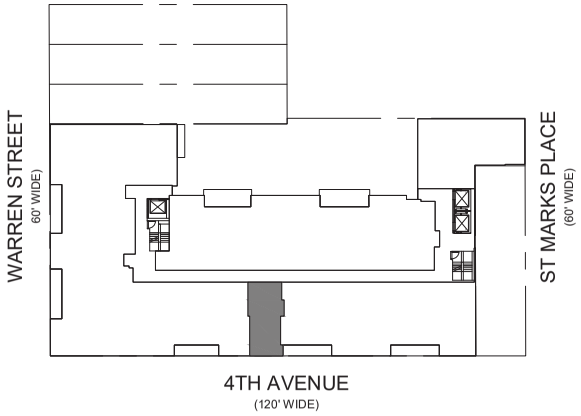
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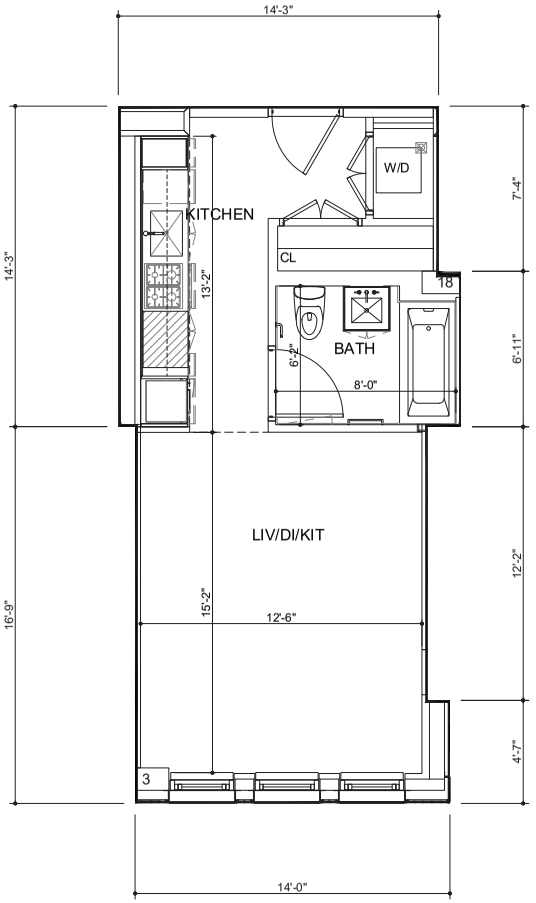
DATE: JULY 2020

FOURTH FL.	UNIT	404	1 BED	1 BATH	0 P.R.
		AREA	=	580 S.F.	
		EXT. AREA	=	94 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





298

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

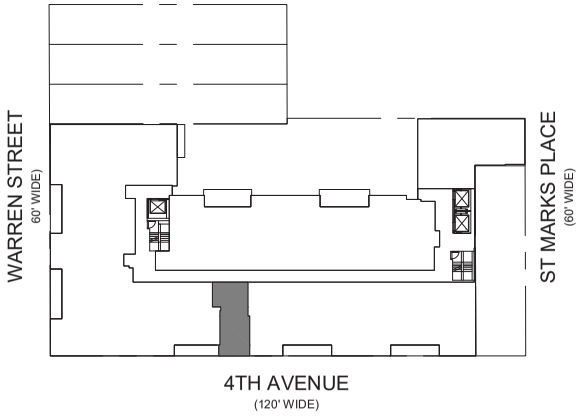
BRENT M. PORTER ARCHITECT & ASSOC.

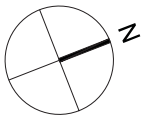
DATE: JULY 2020

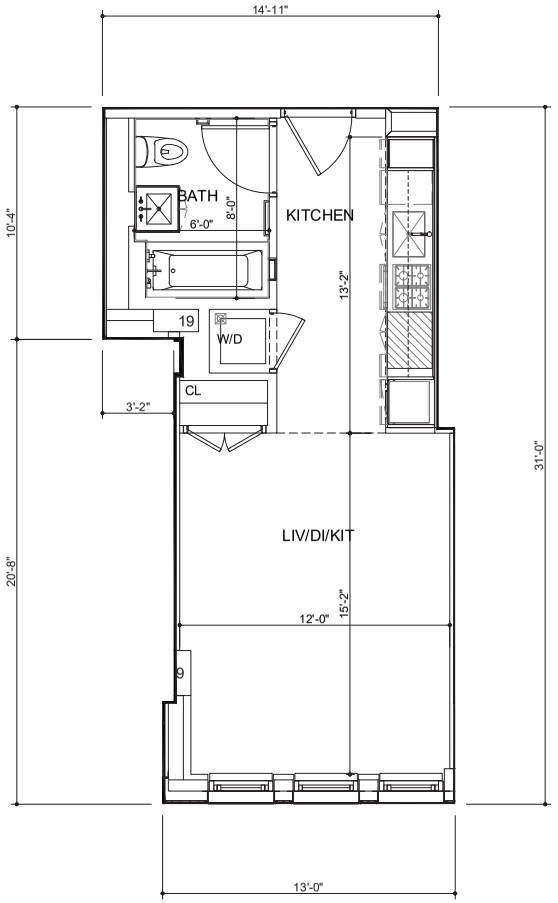
FOURTH FL.	UNIT	405	0 BED	1 BATH	0 P.R.
		AREA	=	432 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







299

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

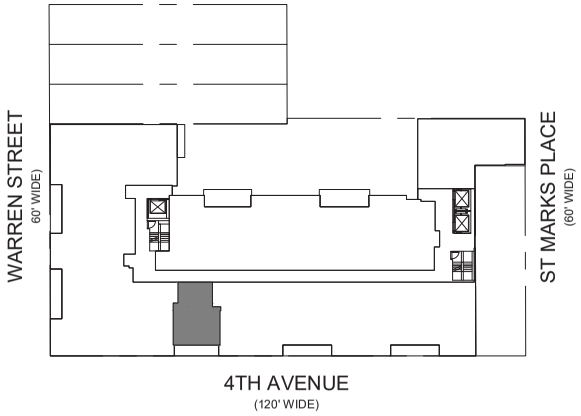
BRENT M. PORTER ARCHITECT & ASSOC.

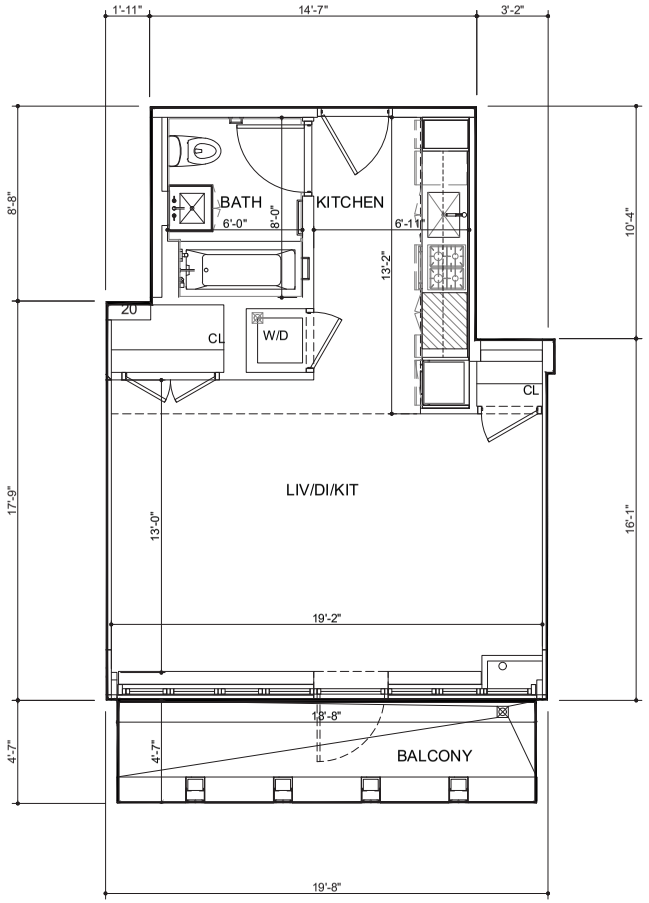
DATE: JULY 2020

FOURTH FL.	UNIT	406	0 BED	1 BATH	0 P.R.
		AREA	=	412 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





300

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

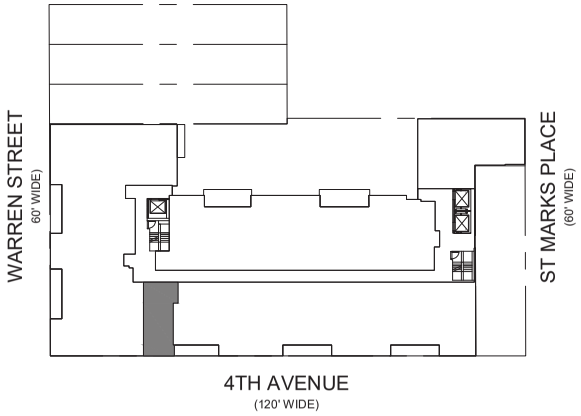
BRENT M. PORTER ARCHITECT & ASSOC.

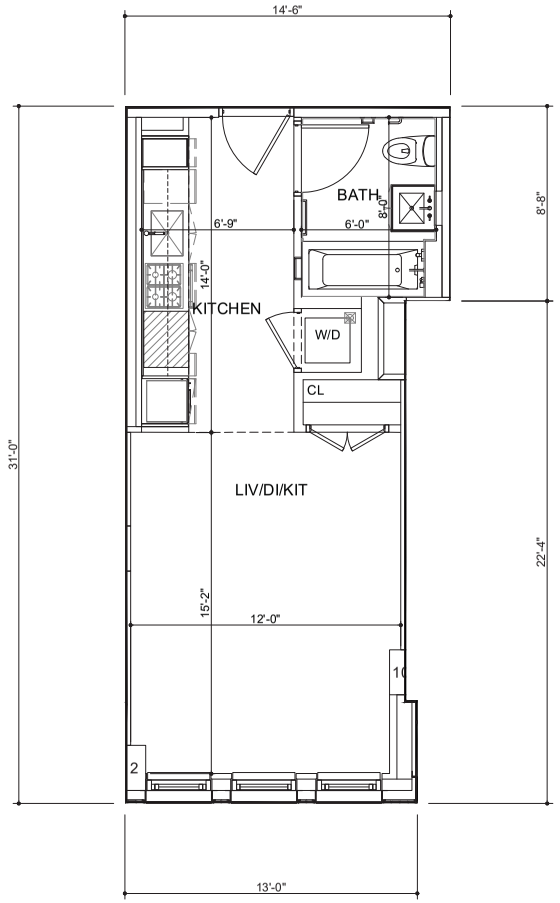
DATE: JULY 2020

FOURTH FL.	UNIT	407	0 BED	1 BATH	0 P.R.
		AREA	=	470 S.F.	
		EXT. AREA	=	86 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

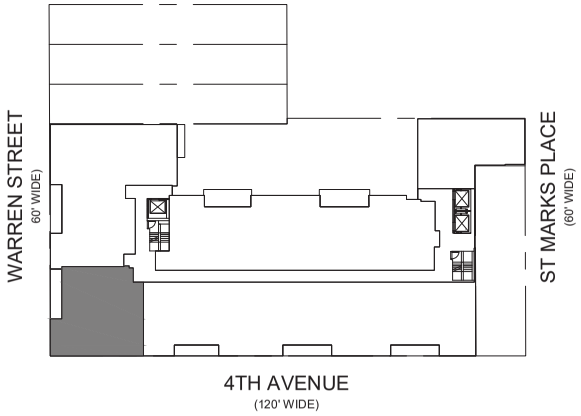
BRENT M. PORTER ARCHITECT & ASSOC.

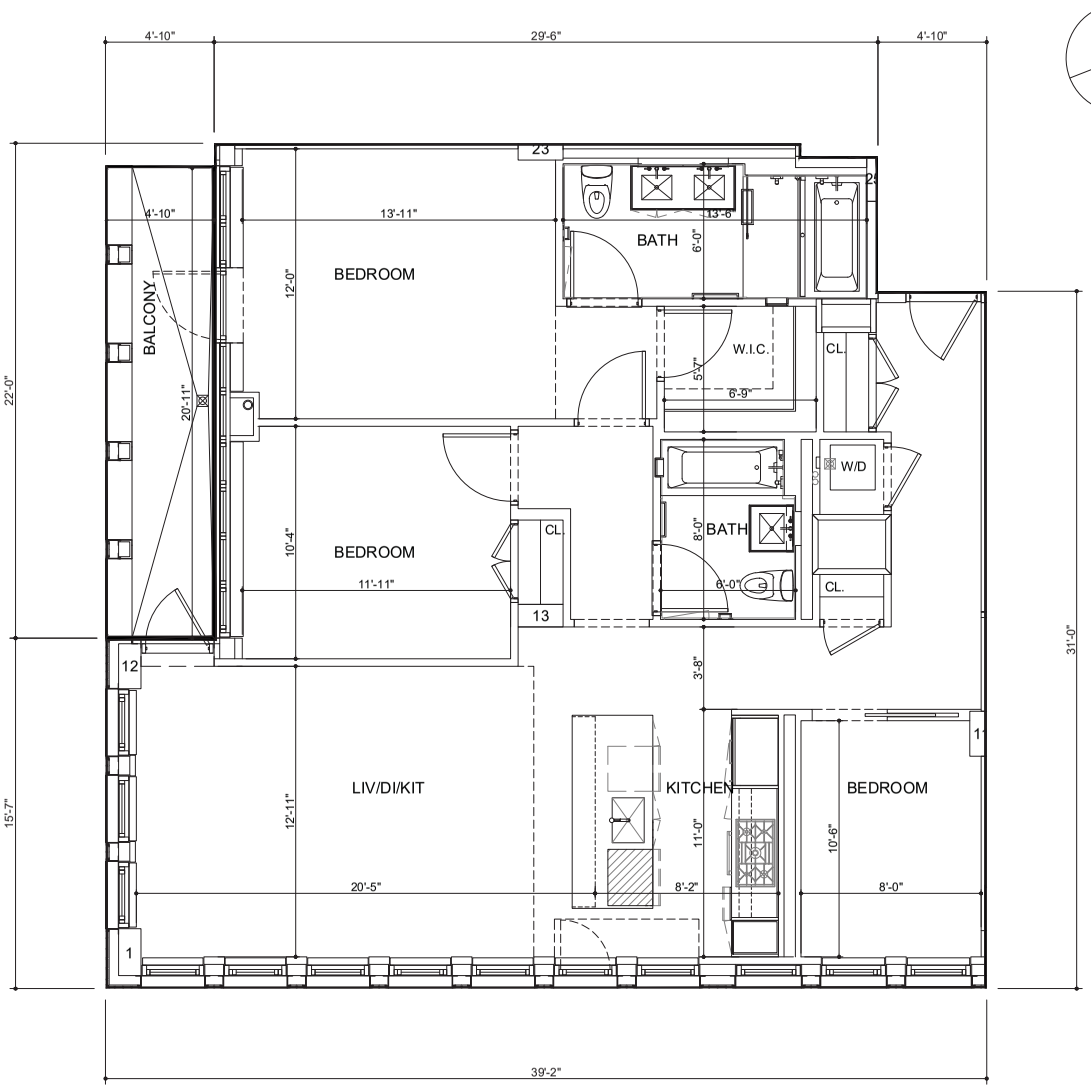
DATE: JULY 2020

FOURTH FL.	UNIT	408	0 BED	1 BATH	0 P.R.
		AREA	=	407 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





302

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

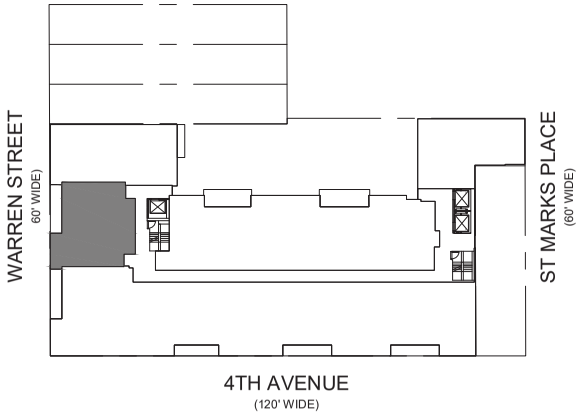
FOURTH FL. UNIT 409 3 BED | 2 BATH | 0 P.R.

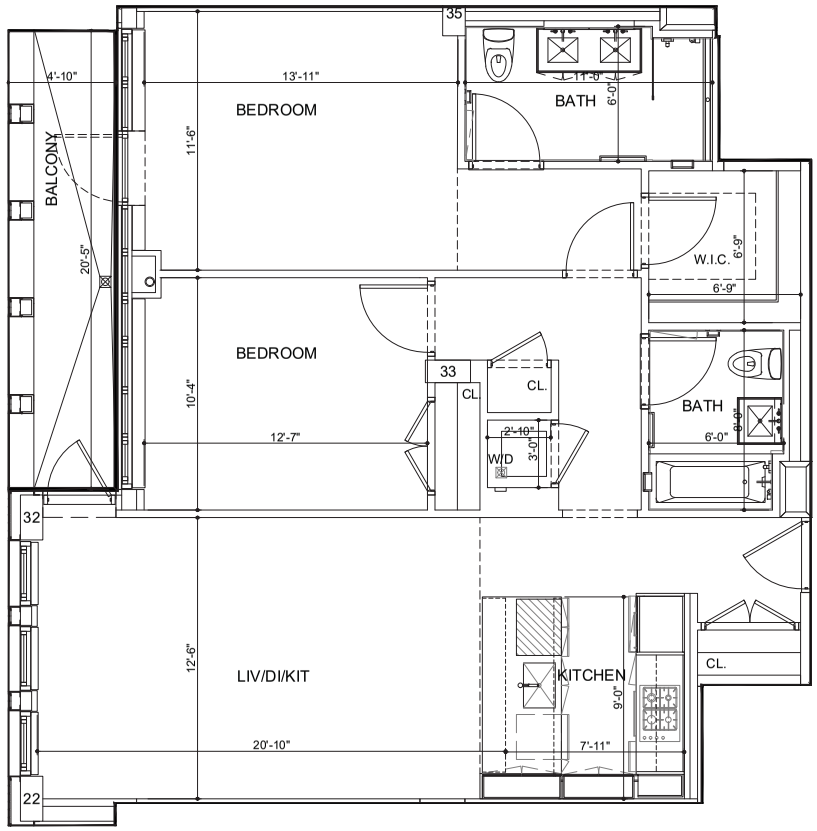
AREA = 1332 S.F.

EXT. AREA = 102 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

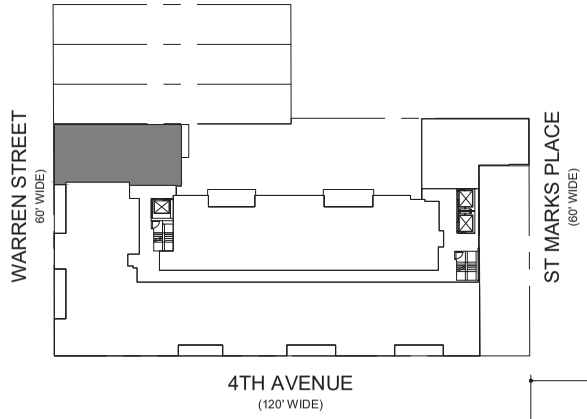
BRENT M. PORTER ARCHITECT & ASSOC.

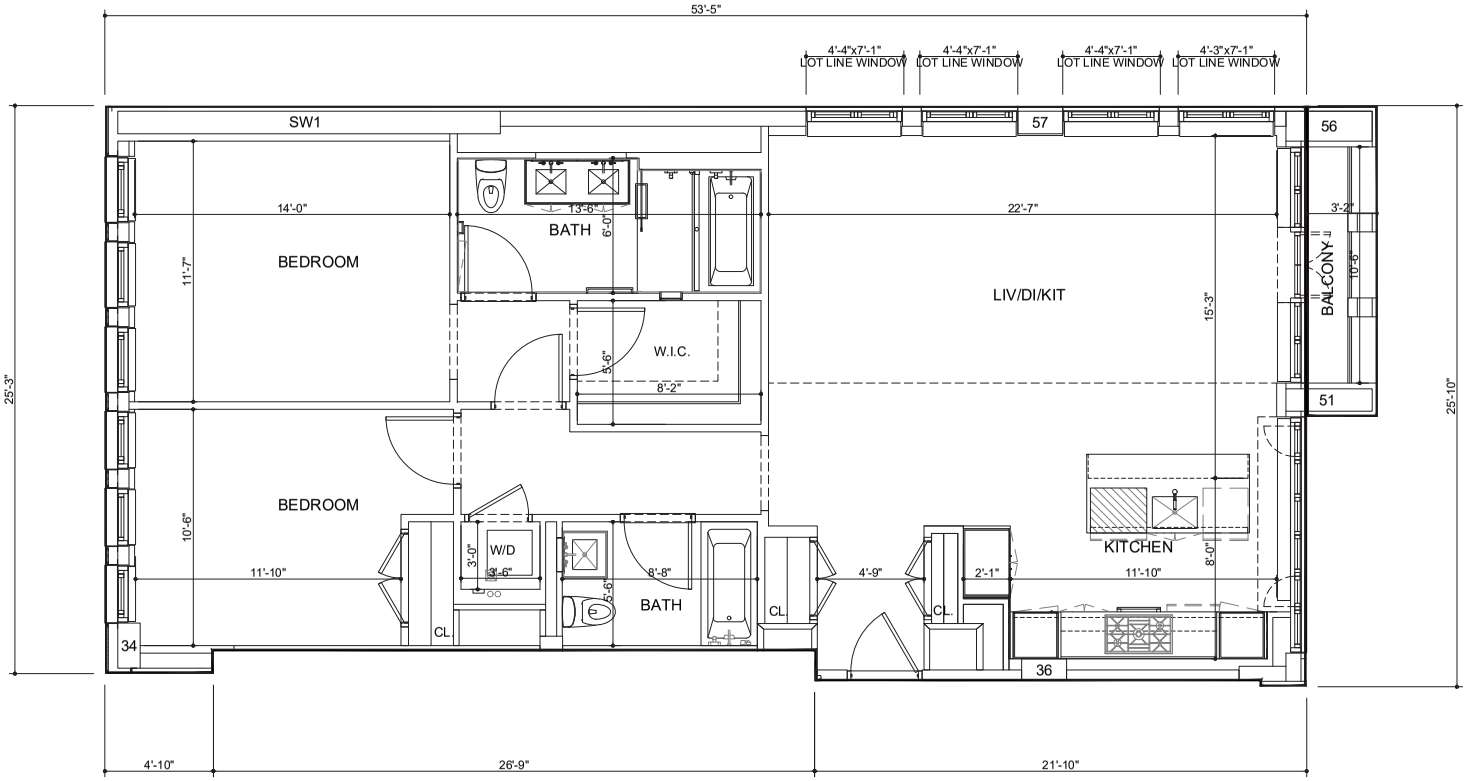
DATE: JULY 2020

FOURTH FL.	UNIT	410	2 BED	2 BATH	0 P.R.
		AREA	=	1117 S.F.	
		EXT. AREA	=	99 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





304

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

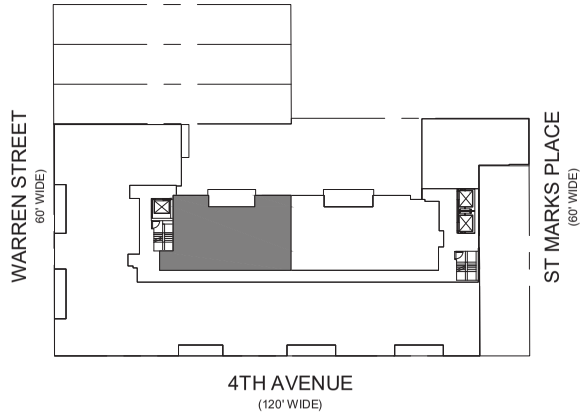
BRENT M. PORTER ARCHITECT & ASSOC.

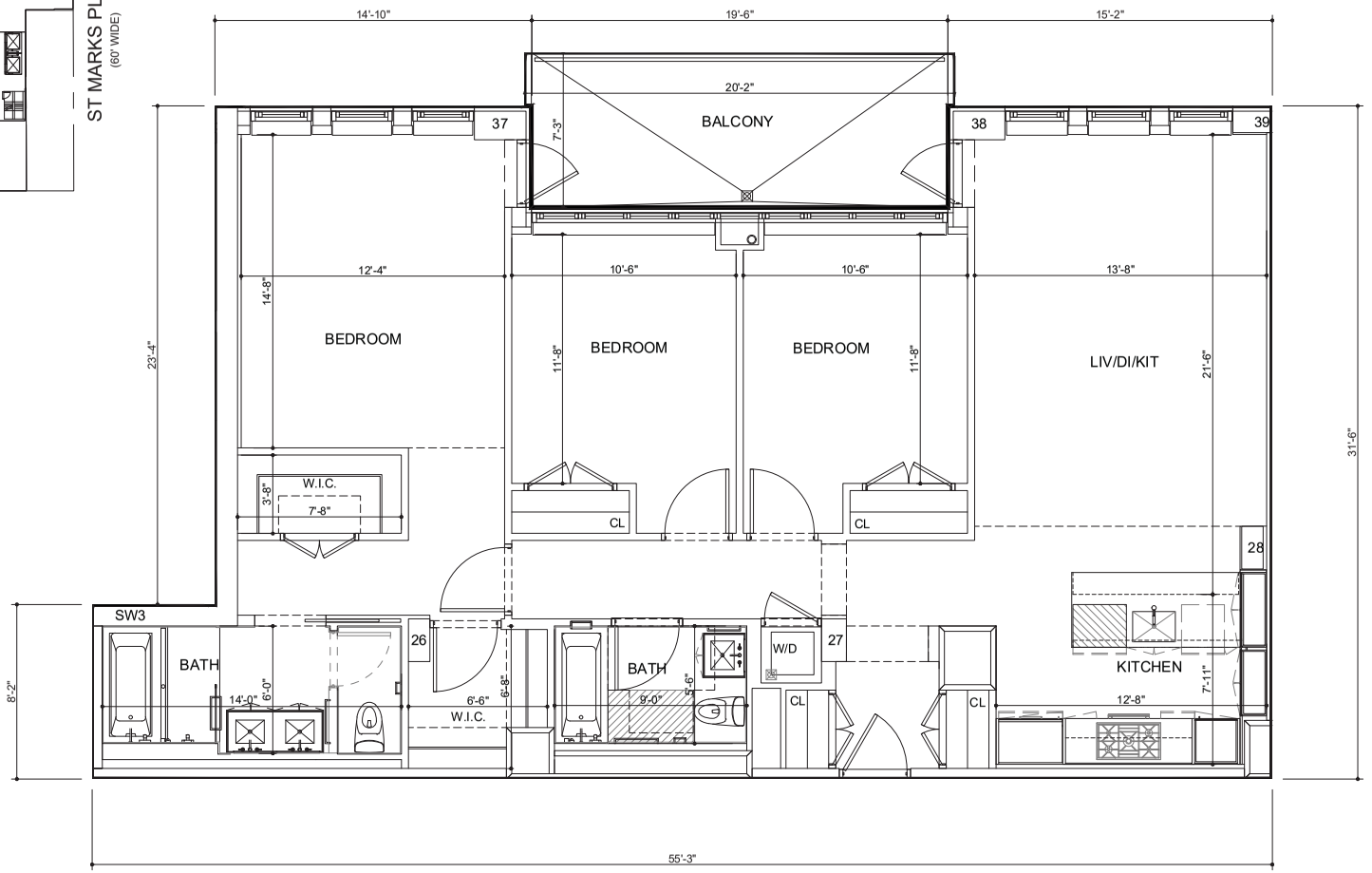
DATE: JULY 2020

FOURTH FL.	UNIT	411	2 BED	2 BATH	0 P.R.
	AREA	=	1330 S.F.		
	EXT. AREA	=	44 S.F.		

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





305

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

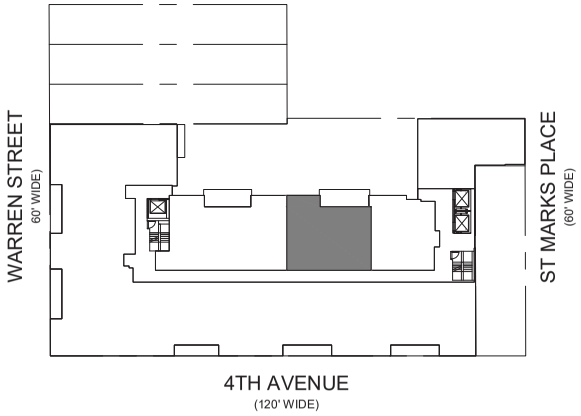
FOURTH FL. UNIT 412 3 BED | 2 BATH | 0 P.R.

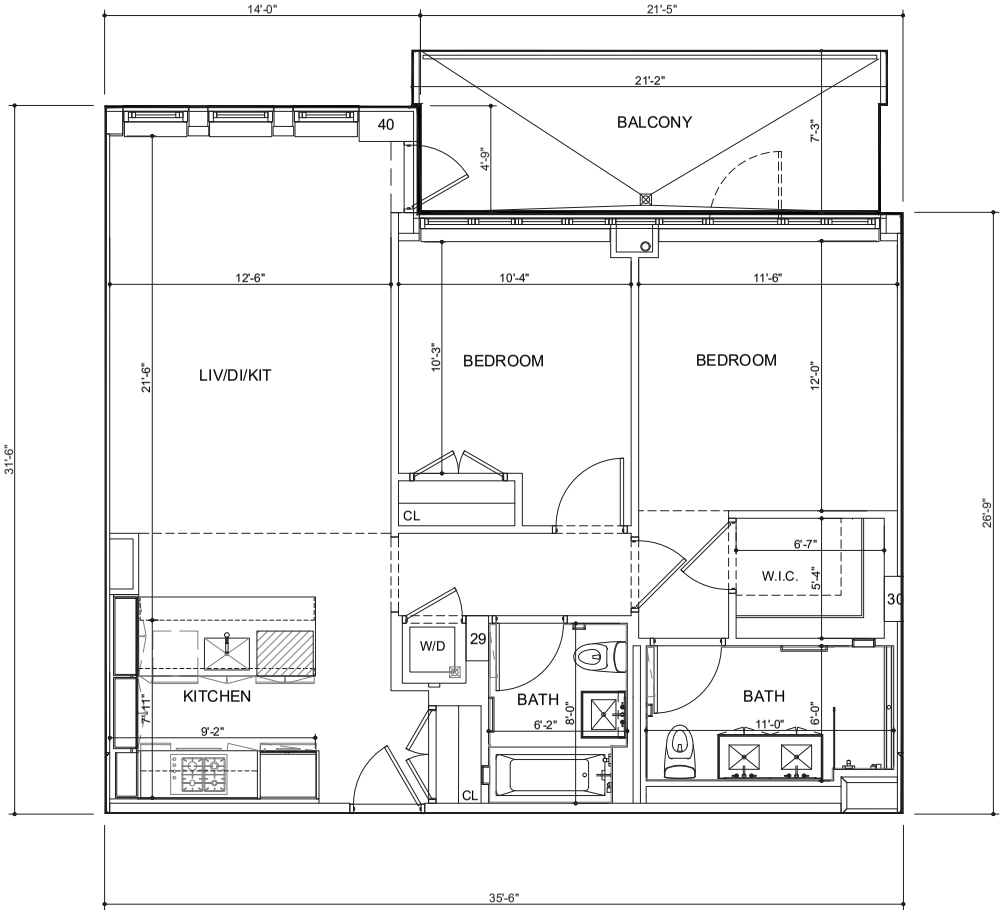
AREA = 1512 S.F.

EXT. AREA = 143 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





306

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

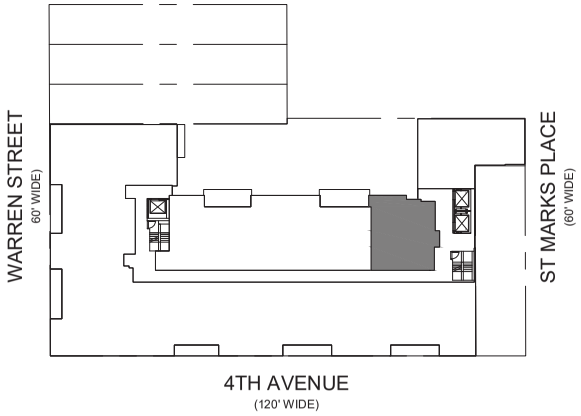
FOURTH FL. UNIT 414 2 BED | 2 BATH | 0 P.R.

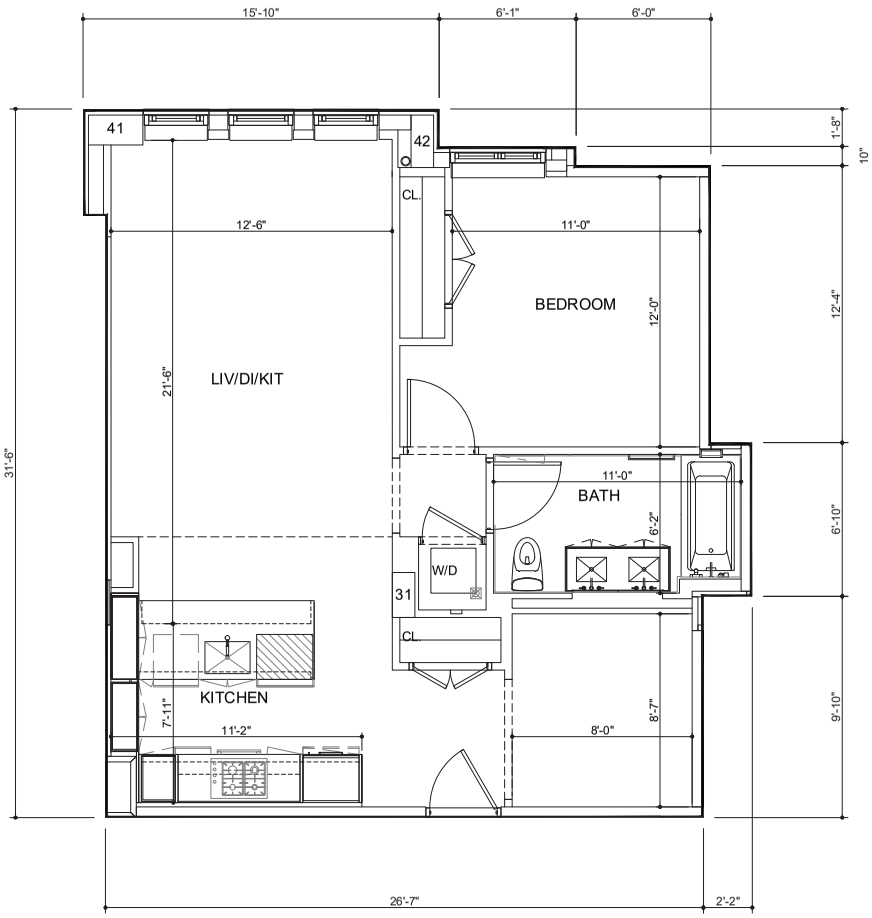
AREA = 1016 S.F.

EXT. AREA = 150 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

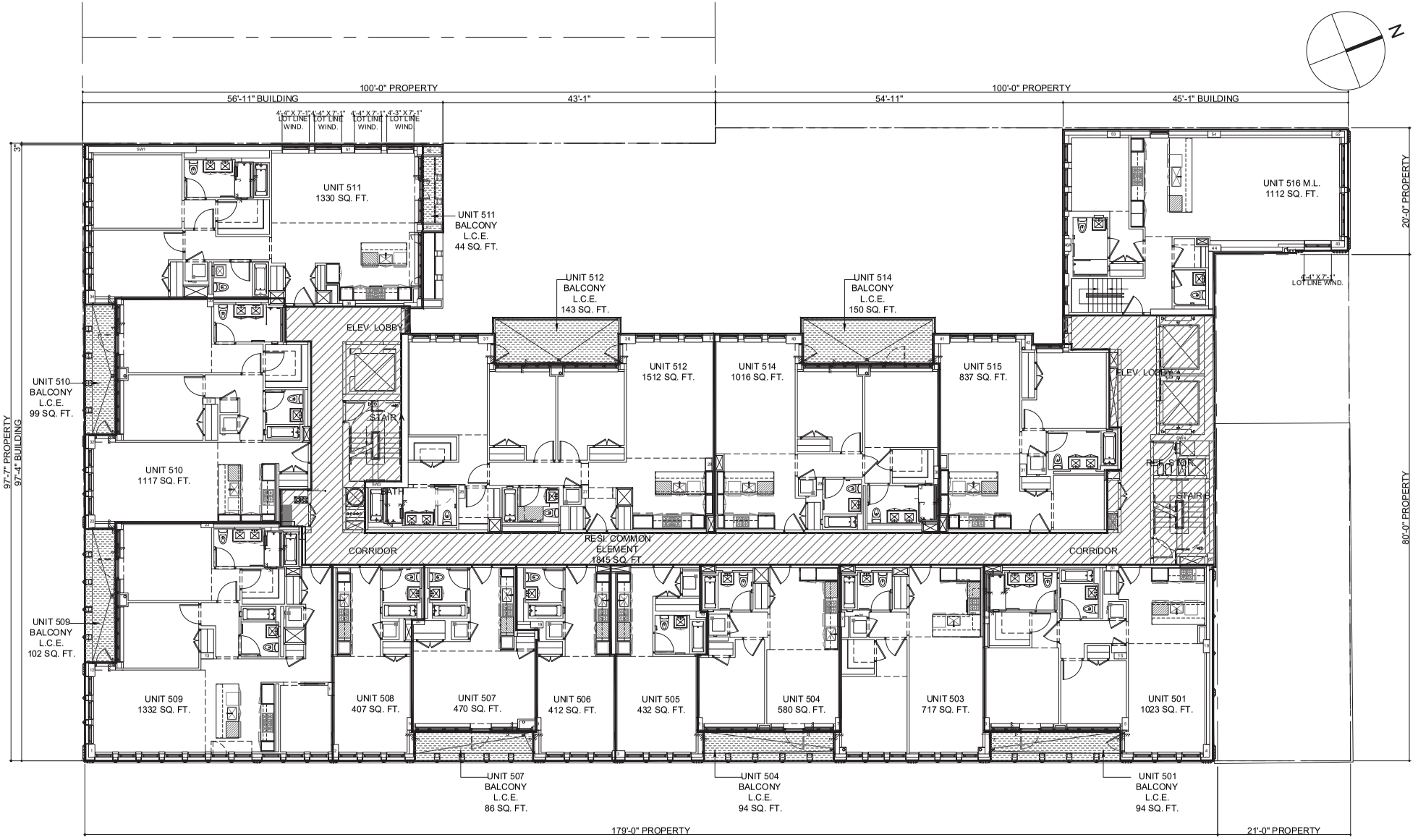
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

FOURTH FL.	UNIT	415	1 BED	1 BATH	0 P.R.
		AREA	=	837 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



308

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

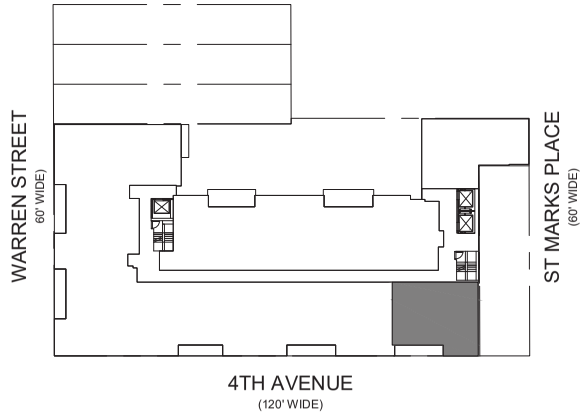
FIFTH FLOOR

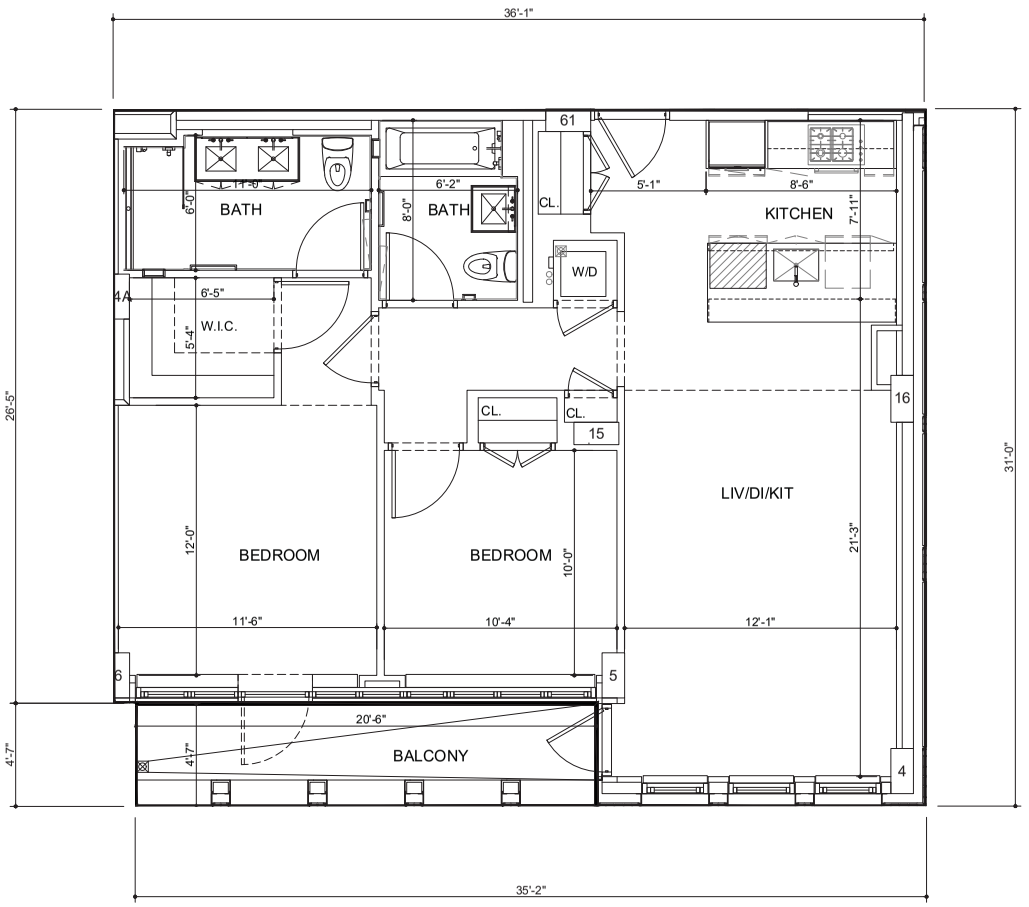
GROSS AREA (S.F.) = 14,142

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RESI COMMON ELEMENT = 1845 SQ. FT. LIMITED COMMON ELEMENT = 812 S.F.

SCALE: 0' 8' 16' 24'





309

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

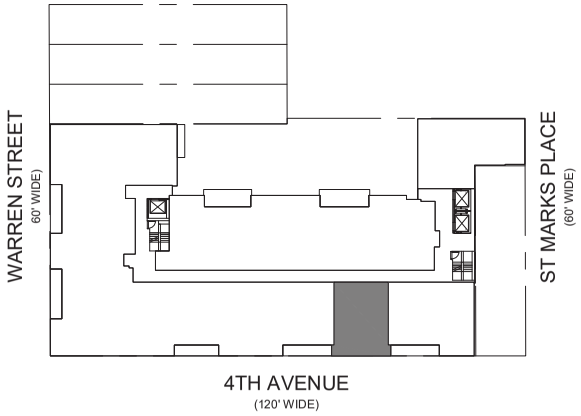
FIFTH FL. UNIT 501 2 BED | 2 BATH | 0 P.R.

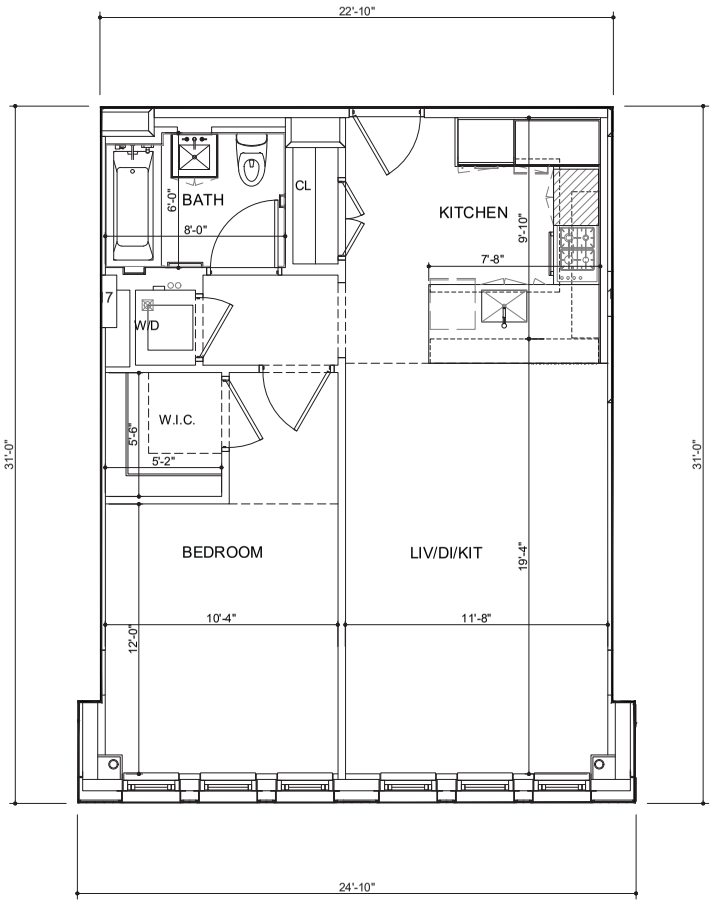
AREA = 1023 S.F.

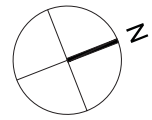
EXT. AREA = 94 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







310

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

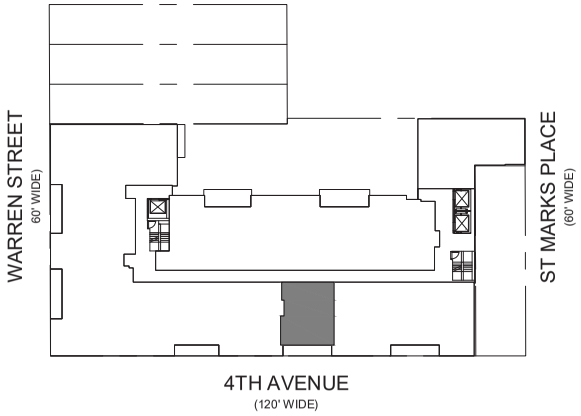
BRENT M. PORTER ARCHITECT & ASSOC.

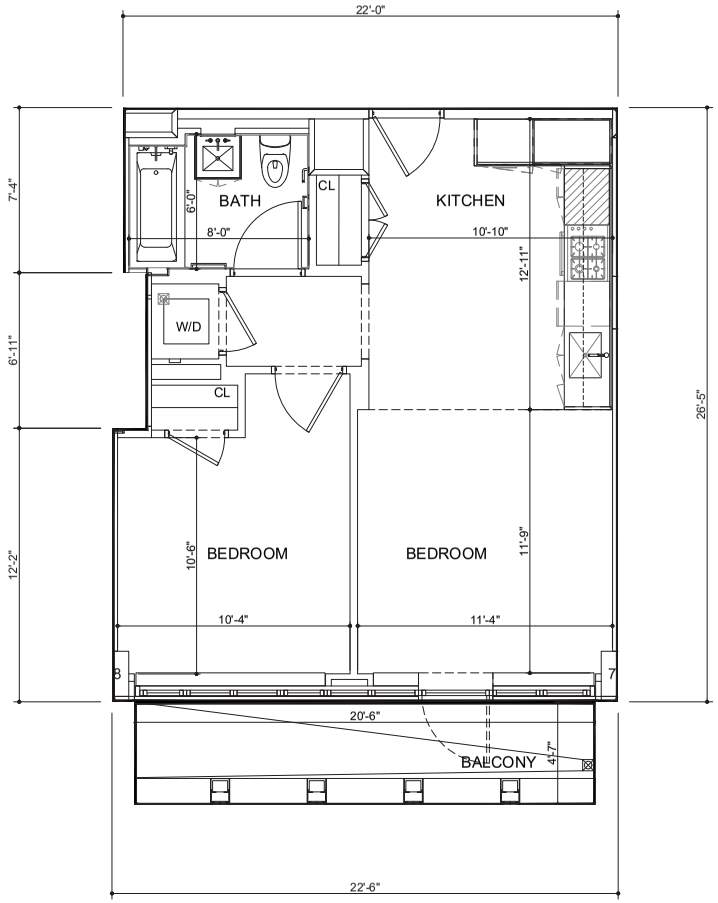
DATE: JULY 2020

FIFTH FL.	UNIT 503	1 BED	1 BATH	0 P.R.
	AREA =		717 S.F.	
	EXT. AREA =		0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

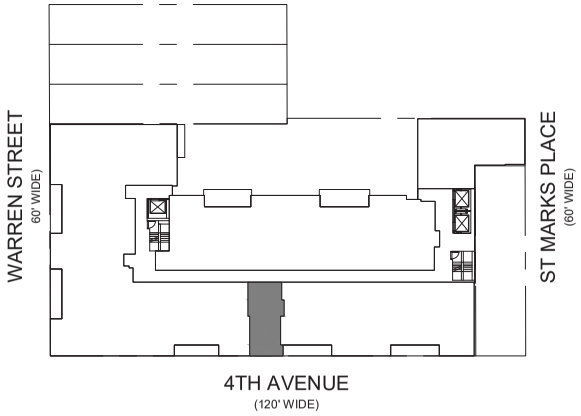
BRENT M. PORTER ARCHITECT & ASSOC.

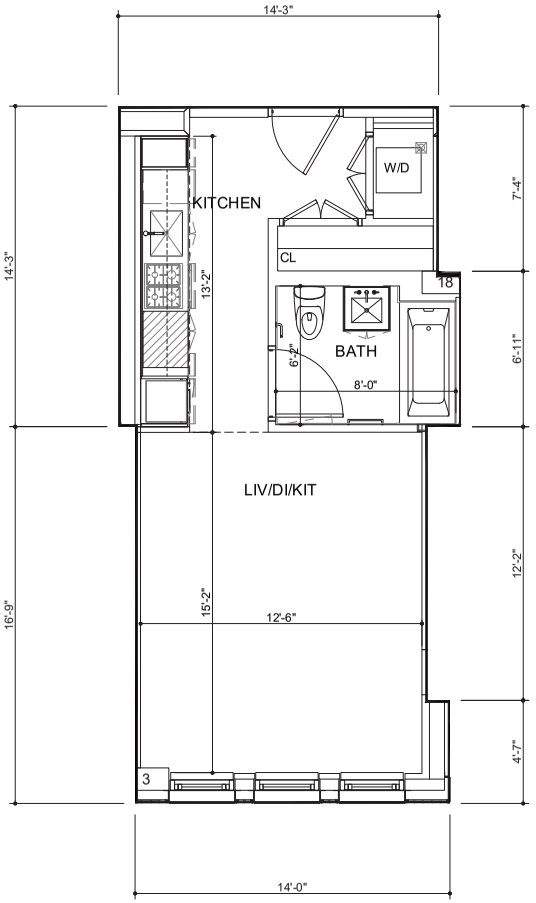
DATE: JULY 2020

FIFTH FL.	UNIT 504	1 BED	1 BATH	0 P.R.
	AREA =	580 S.F.		
	EXT. AREA =	94 S.F.		

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

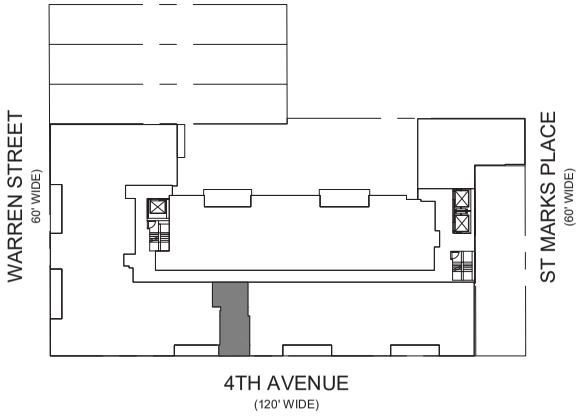
BRENT M. PORTER ARCHITECT & ASSOC.

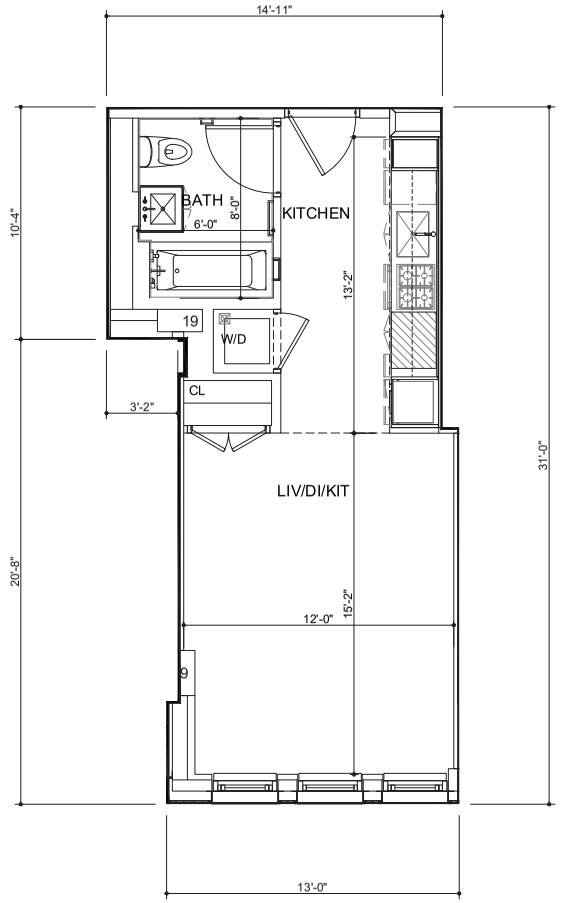
DATE: JULY 2020

FIFTH FL.	UNIT 505	0 BED	1 BATH	0 P.R.
	AREA =		432 S.F.	
	EXT. AREA =		0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

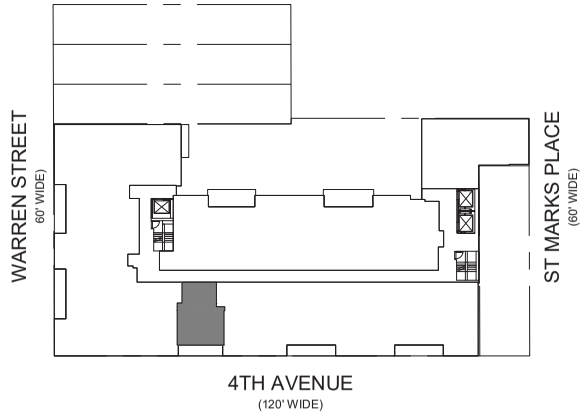
BRENT M. PORTER ARCHITECT & ASSOC.

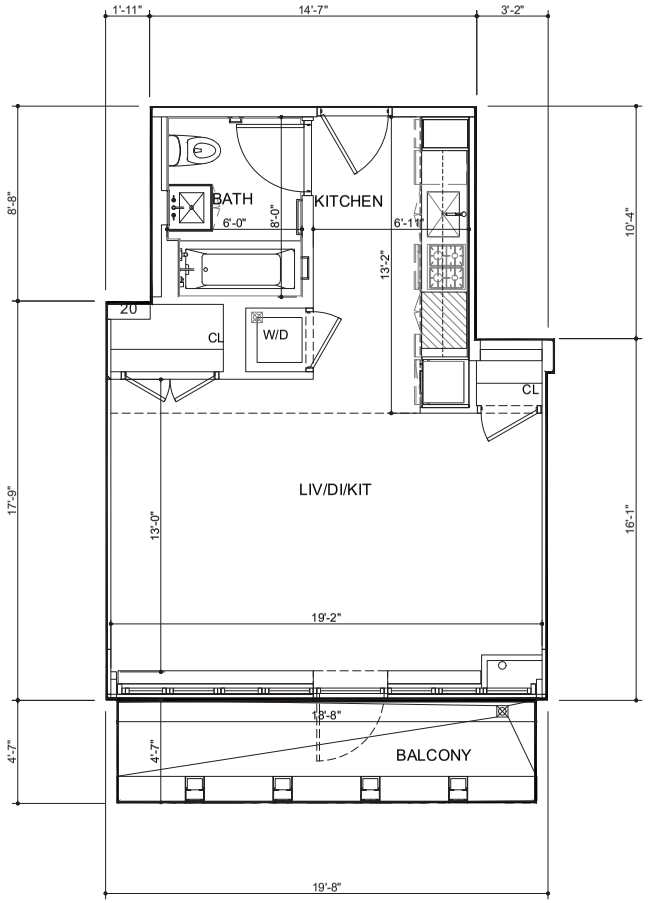
DATE: JULY 2020

FIFTH FL.	UNIT 506	0 BED	1 BATH	0 P.R.
	AREA =		412 S.F.	
	EXT. AREA =		0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

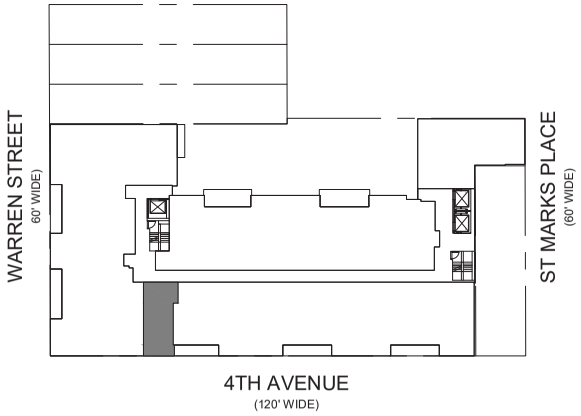
FIFTH FL. UNIT 507 | 0 BED | 1 BATH | 0 P.R.

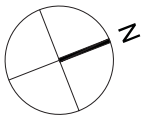
AREA = 470 S.F.

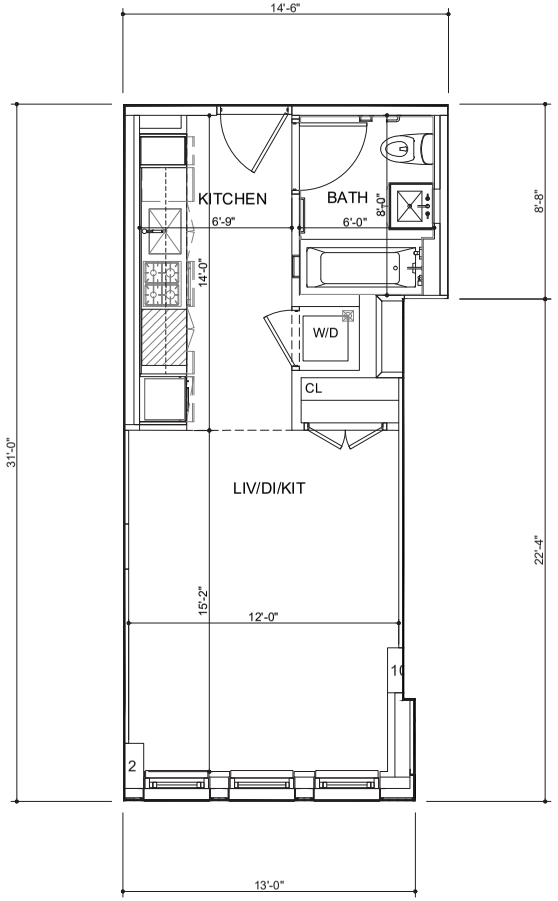
EXT. AREA = 86 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







315

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

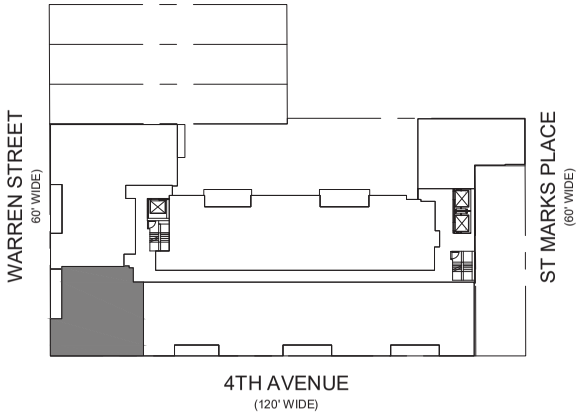
FIFTH FL. UNIT 508 | 0 BED | 1 BATH | 0 P.R.

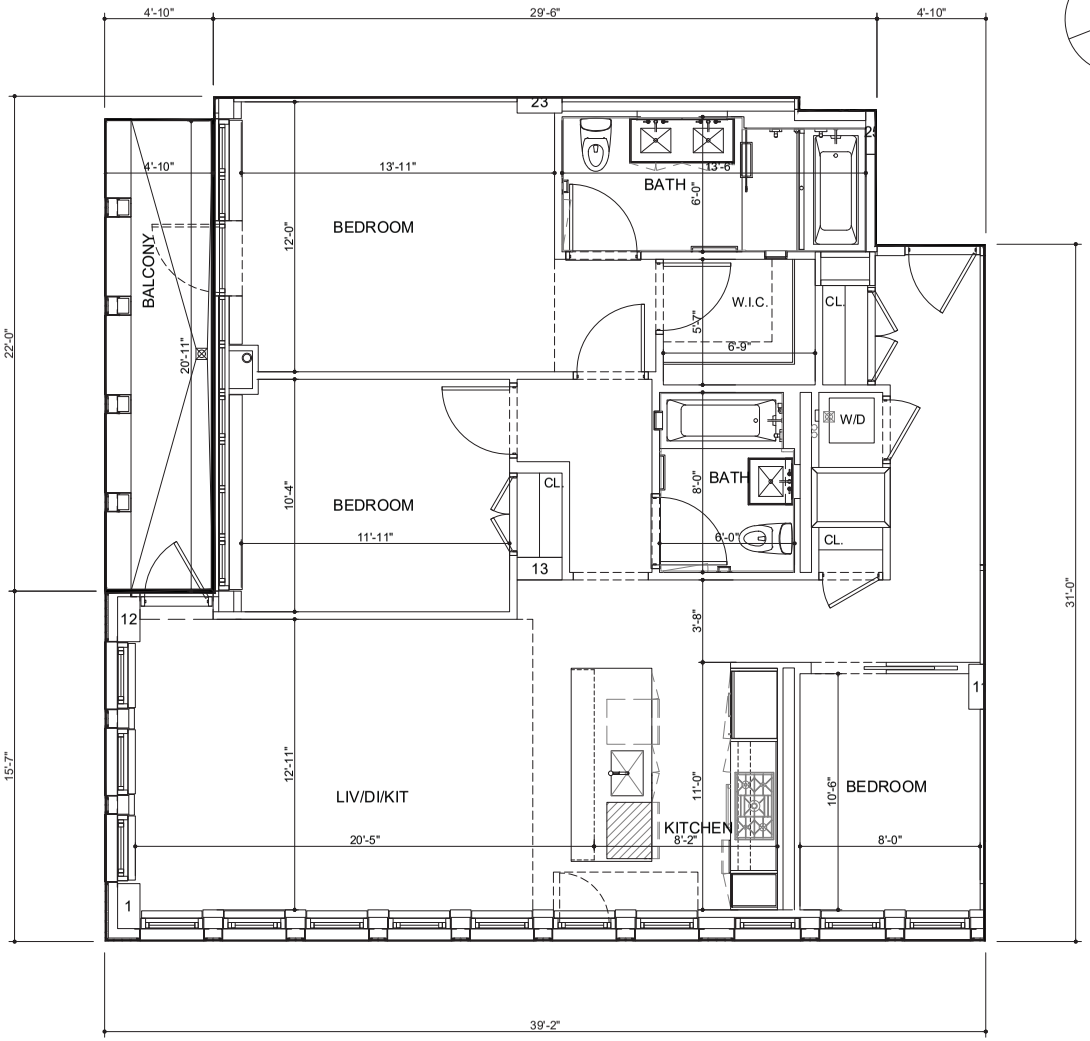
AREA = 407 S.F.

EXT. AREA = 0 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





316

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

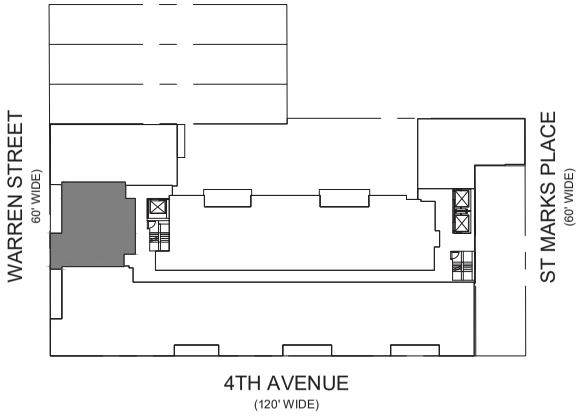
FIFTH FL. UNIT 509 | 3 BED | 2 BATH | 0 P.R.

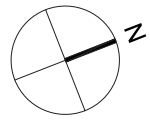
AREA = 1332 S.F.

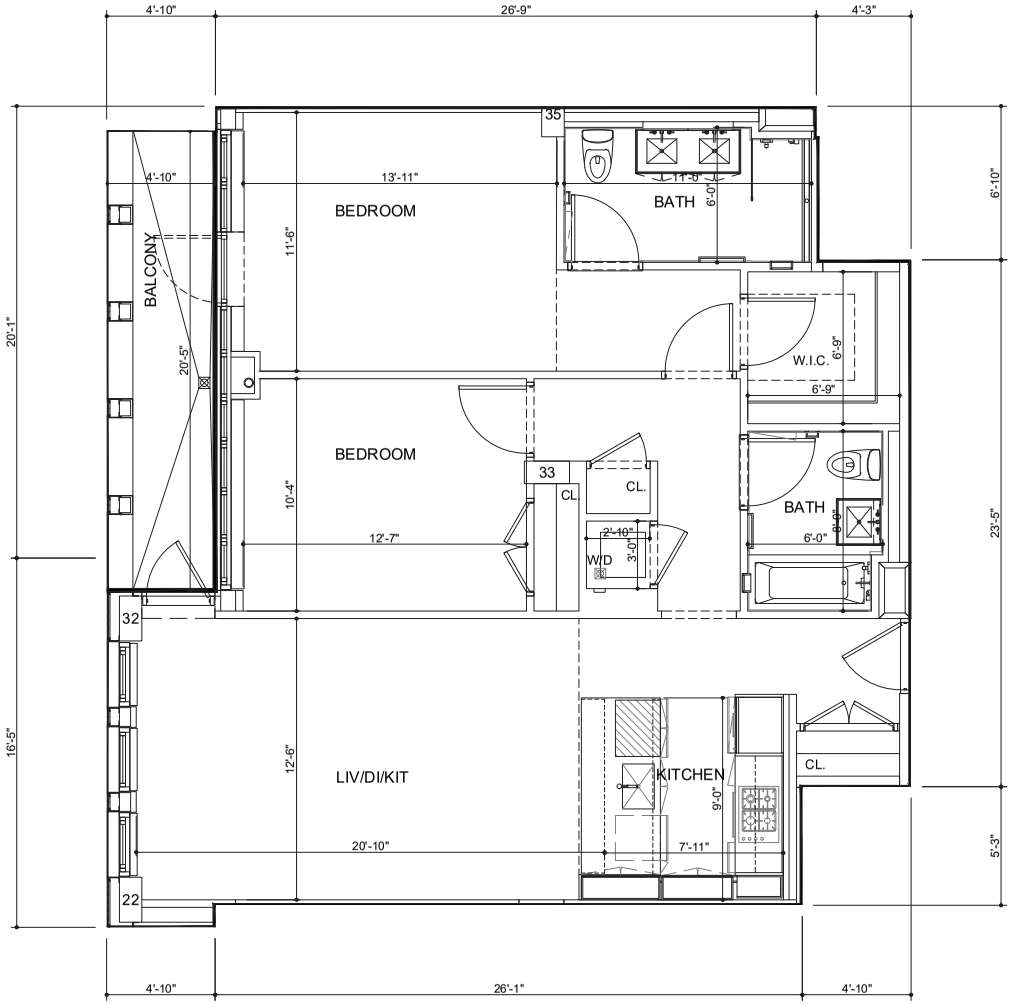
EXT. AREA = 102 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







317

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

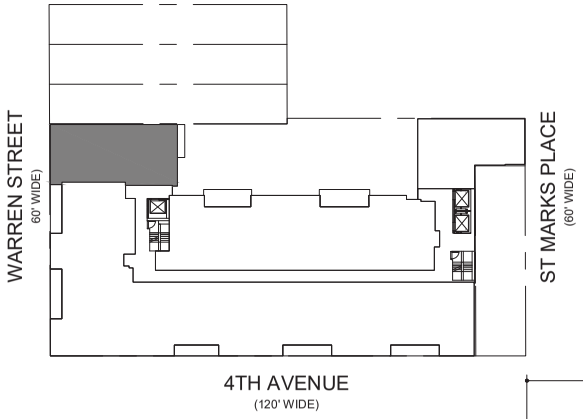
BRENT M. PORTER ARCHITECT & ASSOC.

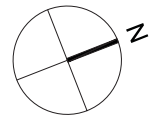
DATE: JULY 2020

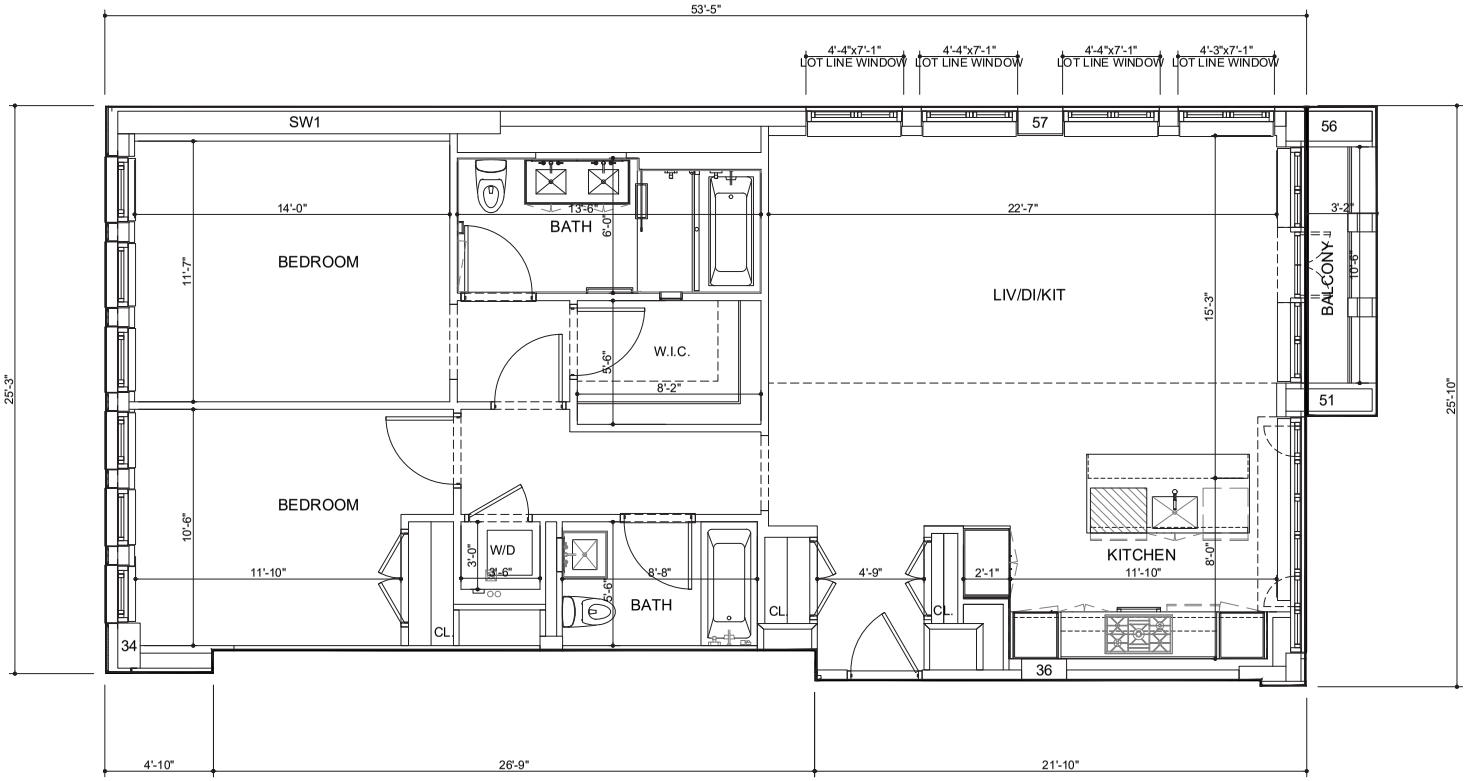
FIFTH FL.	UNIT	510	2 BED	2 BATH	0 P.R.
	AREA	=	1117 S.F.		
	EXT. AREA	=	99 S.F.		

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







318

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

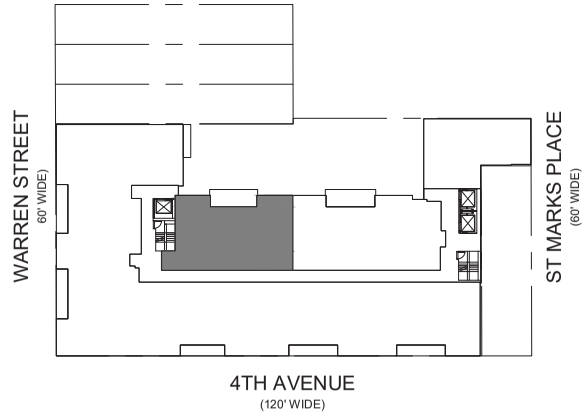
FIFTH FL. UNIT 511 2 BED | 2 BATH | 0 P.R.

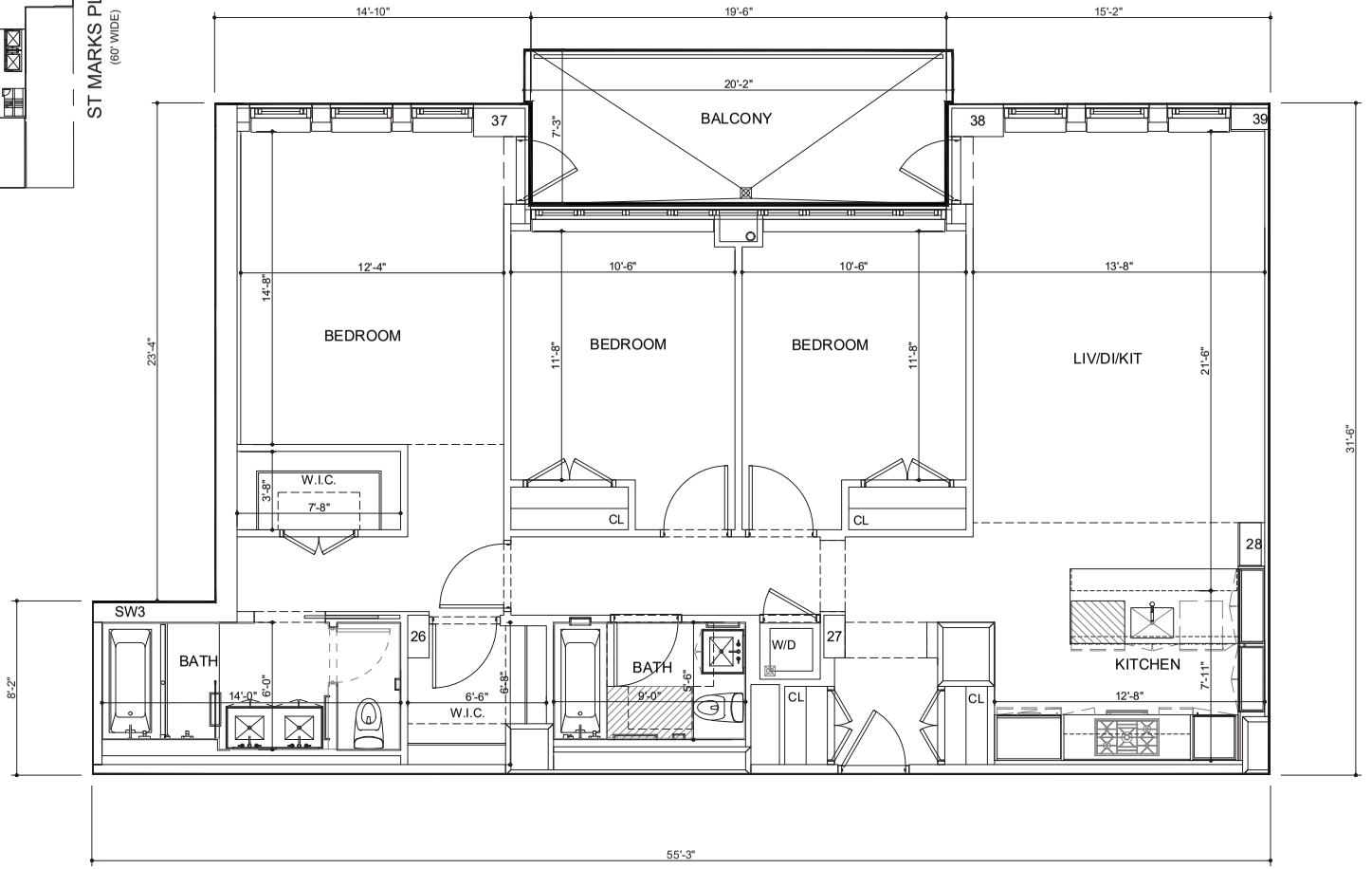
AREA = 1330 S.F.

EXT. AREA = 44 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.







319

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

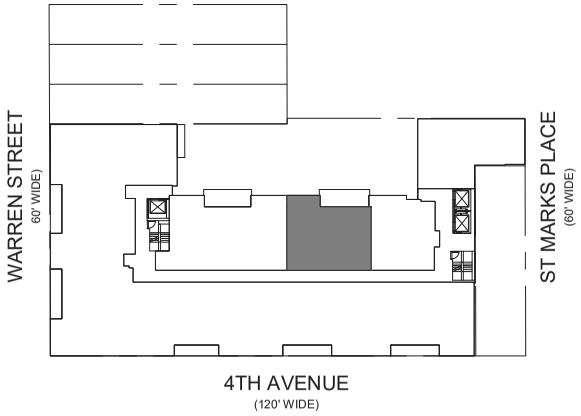
FIFTH FL. UNIT 512 3 BED | 2 BATH | 0 P.R.

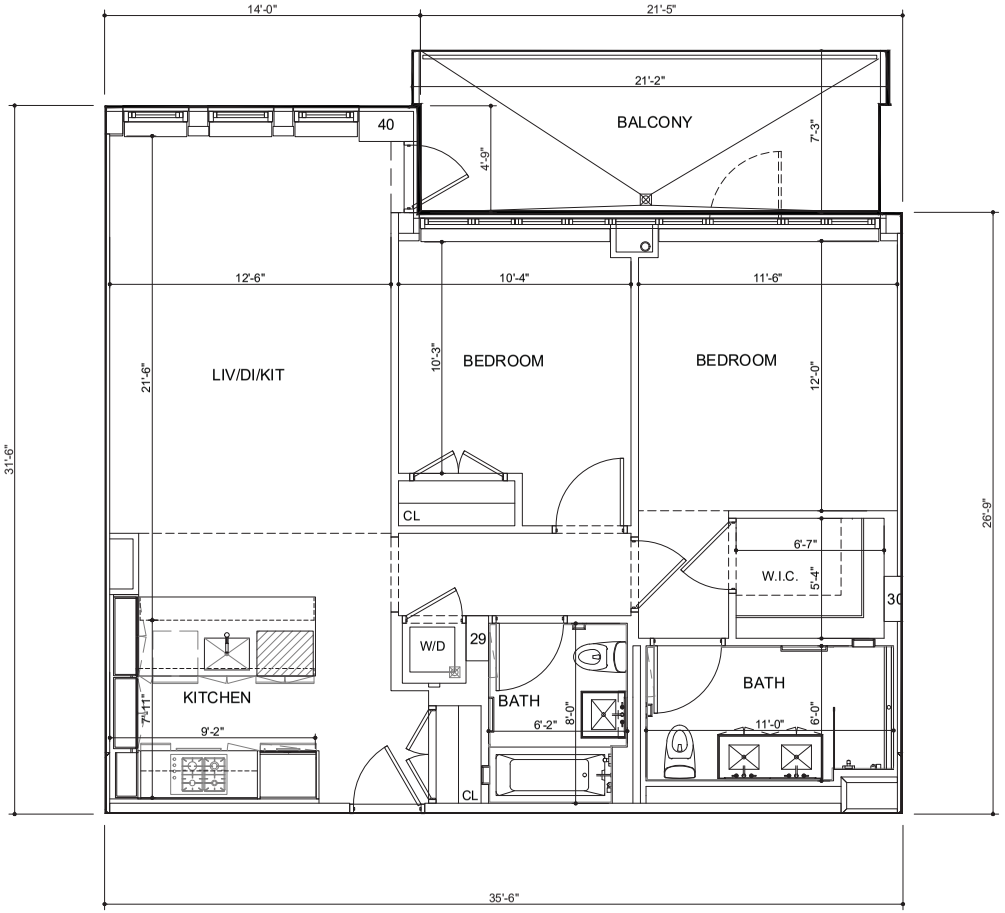
AREA = 1512 S.F.

EXT. AREA = 143 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





320

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

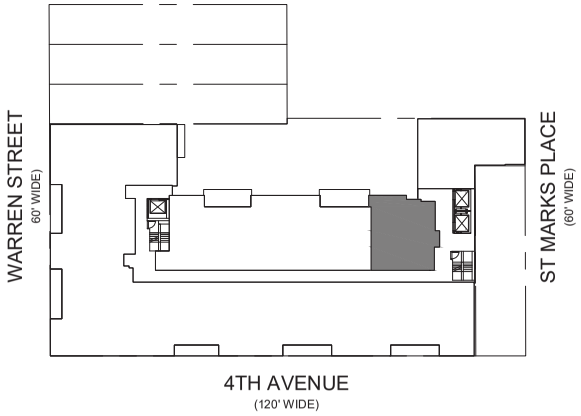
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

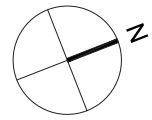
FIFTH FL.	UNIT 514	2 BED	2 BATH	0 P.R.
	AREA	=	1016 S.F.	
	EXT. AREA	=	150 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







321

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

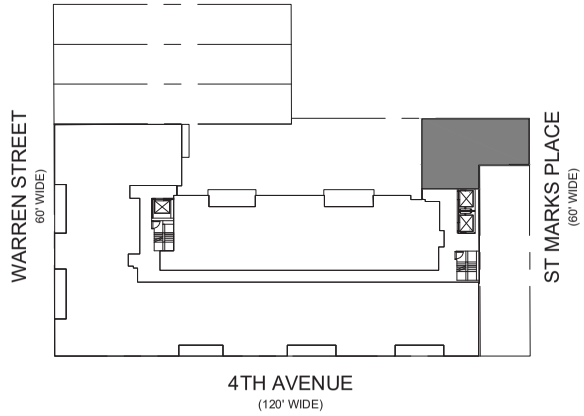
BRENT M. PORTER ARCHITECT & ASSOC.

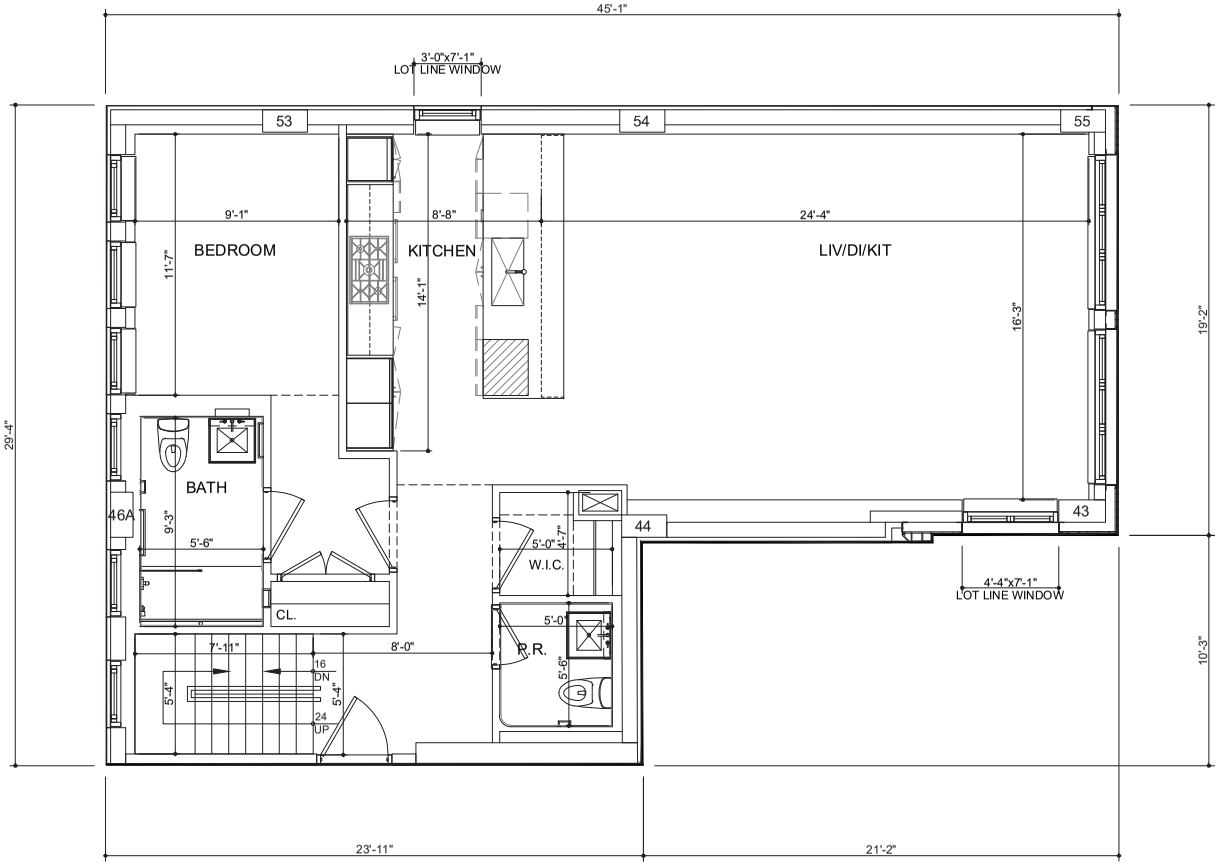
DATE: JULY 2020

FIFTH FL.	UNIT 515	1 BED	1 BATH	0 P.R.
	AREA =			837 S.F.
	EXT. AREA =			0 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





322

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

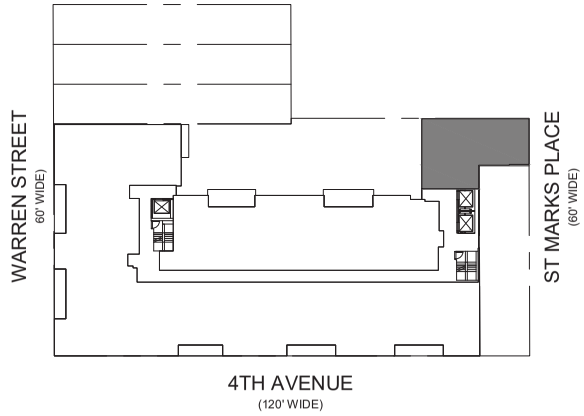
FIFTH FL. UNIT 516 | 1 BED | 1 BATH | 1 P.R.

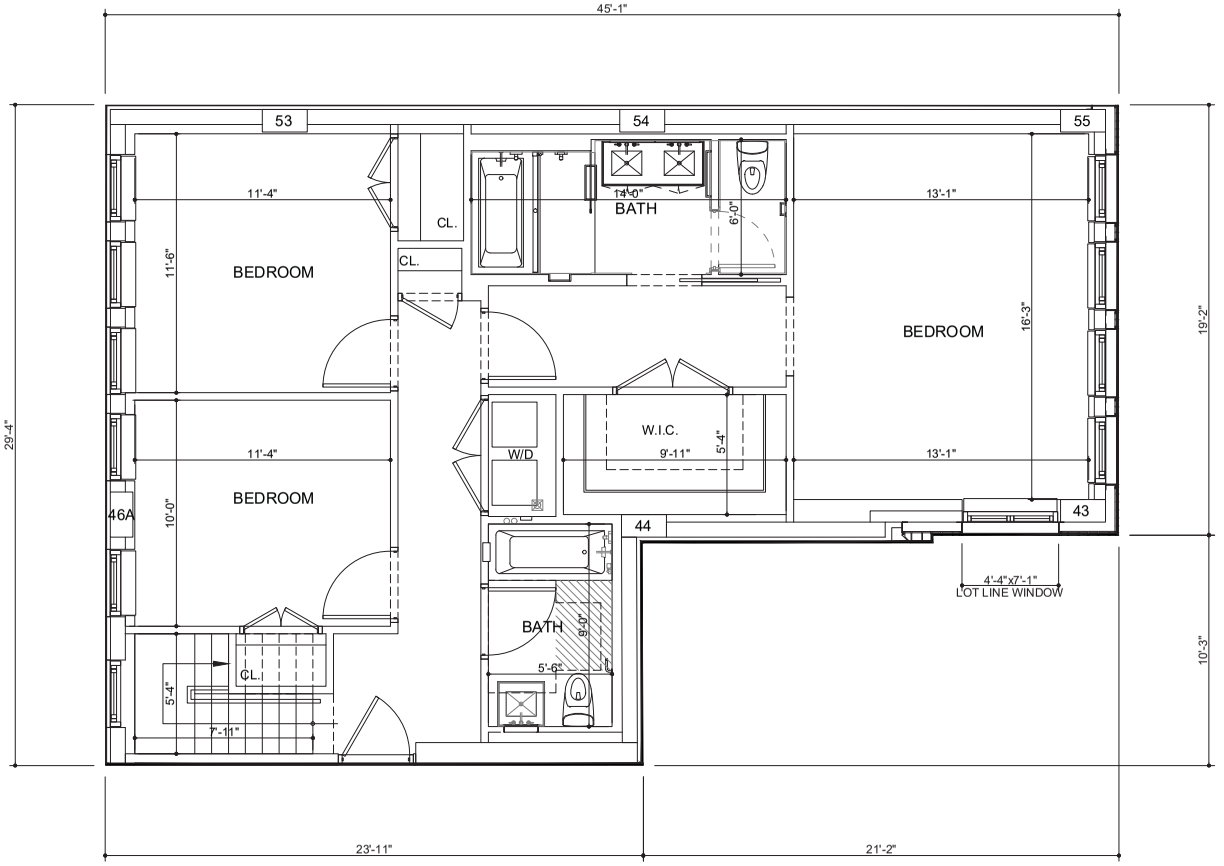
M.L. AREA = 1112 S.F.

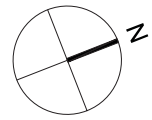
EXT. AREA = 0 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







323

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

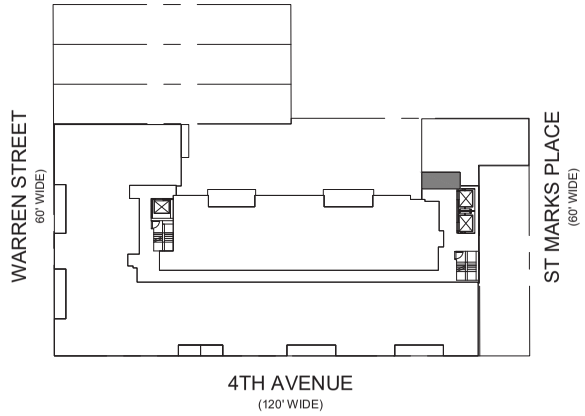
FOURTH FL. UNIT 516 | 3 BED | 2 BATH | 0 P.R.

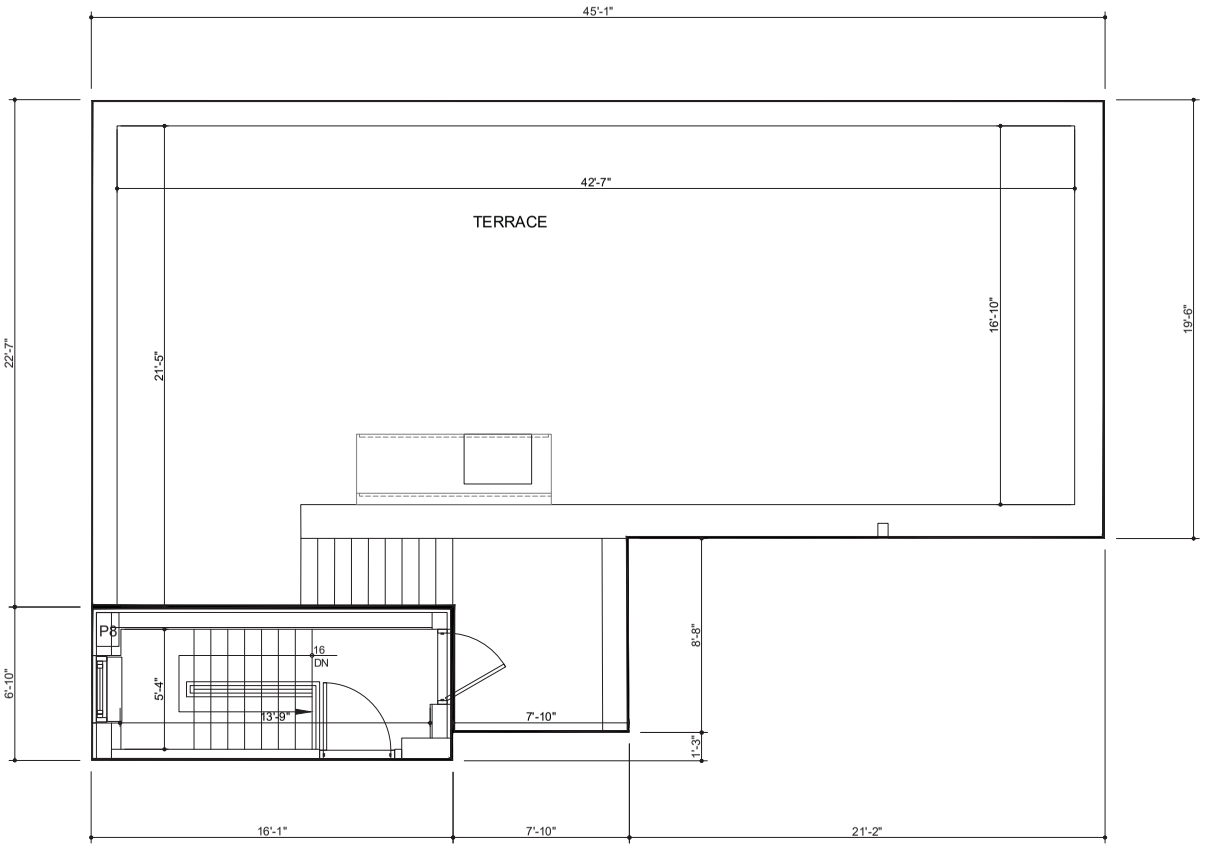
L.L. AREA = 1112 S.F.

EXT. AREA = 0 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

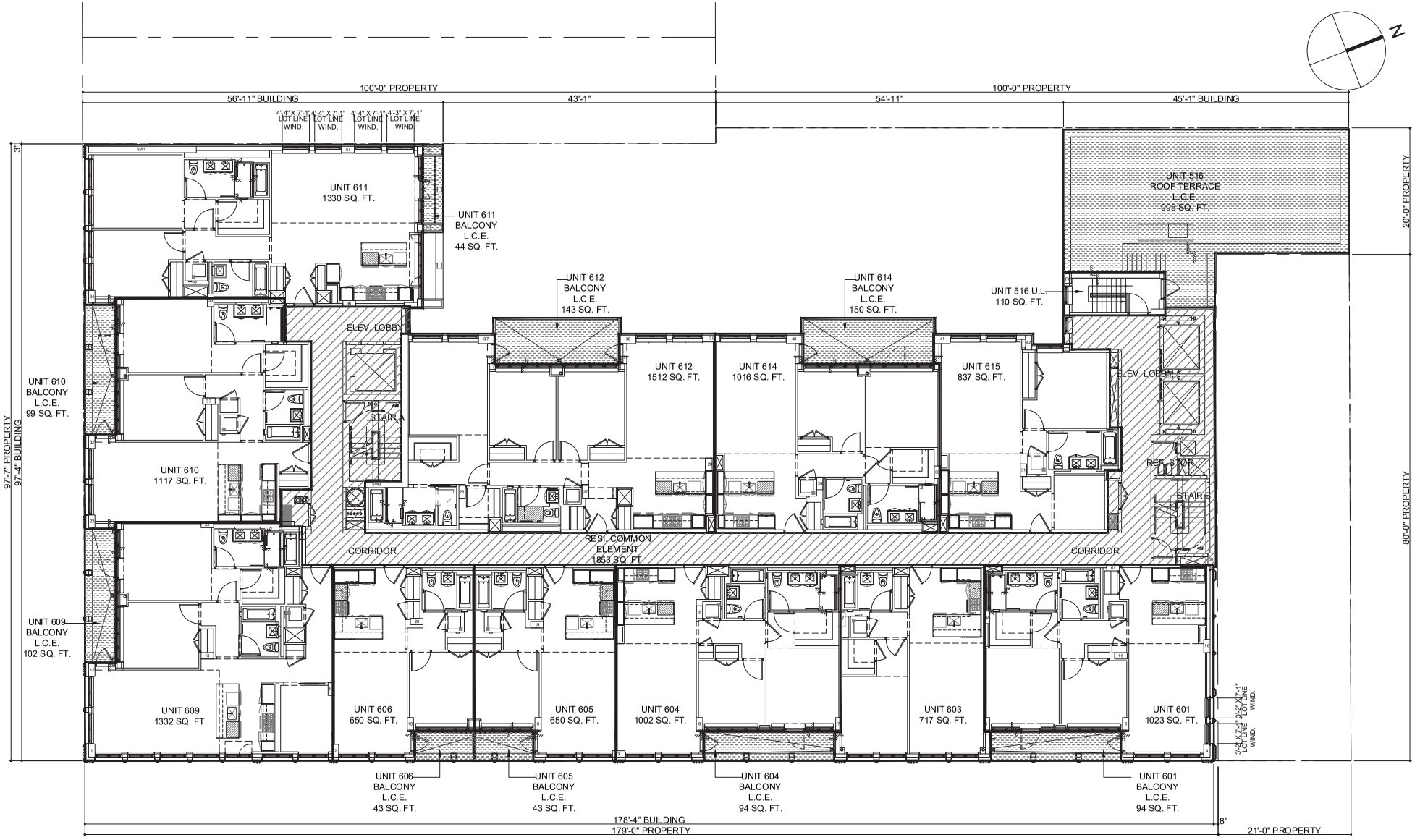
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

SIXTH FL.	UNIT 516 | 0 BED	0 BATH	0 P.R.
	U.L. AREA =	110 S.F.	
	EXT. AREA =	995 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

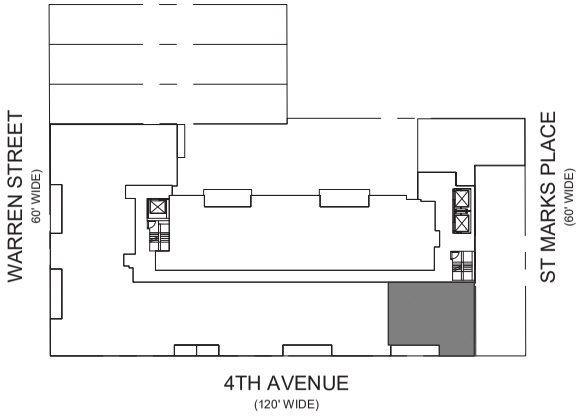
SIXTH FLOOR

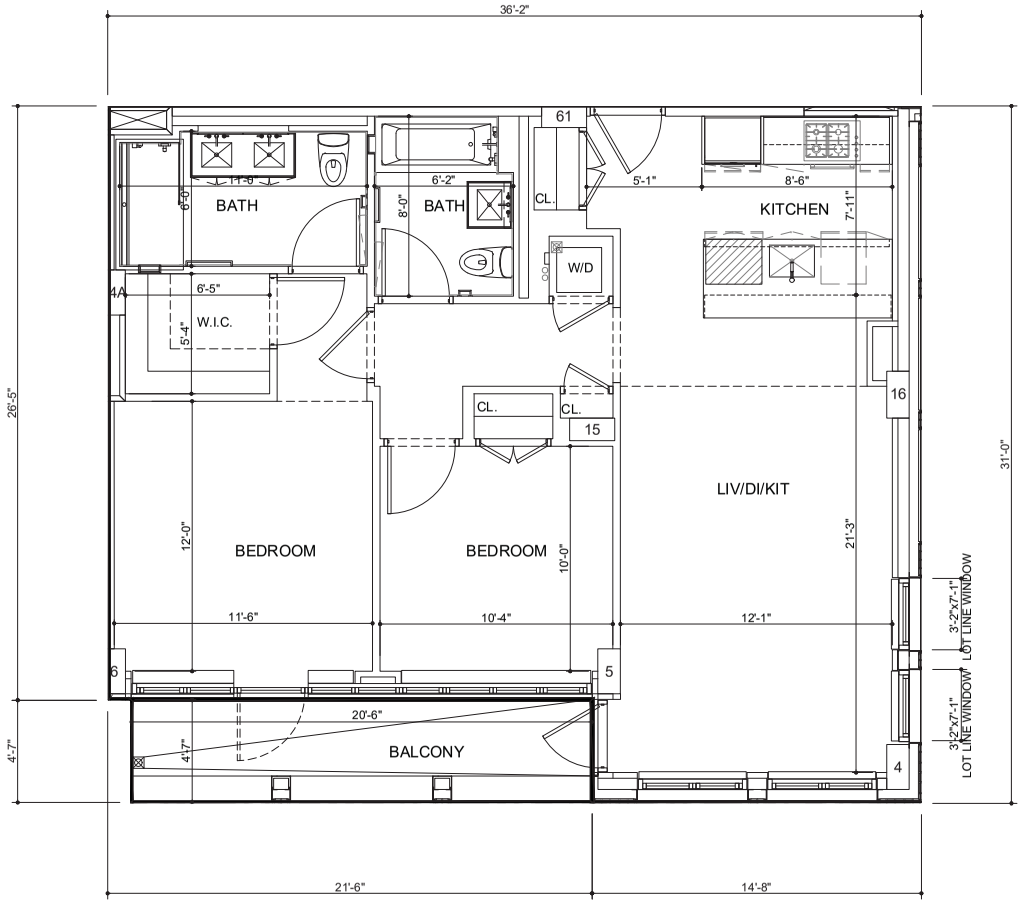
GROSS AREA (S.F.) = 13,149

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RESI COMMON ELEMENT = 1853 SQ. FT. LIMITED COMMON ELEMENT = 1807 S.F.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

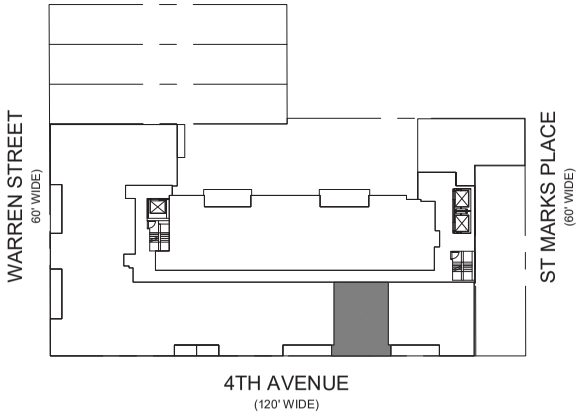
SIXTH FL. UNIT 601 2 BED | 2 BATH | 0 P.R.

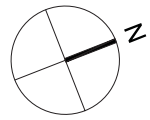
AREA = 1023 S.F.

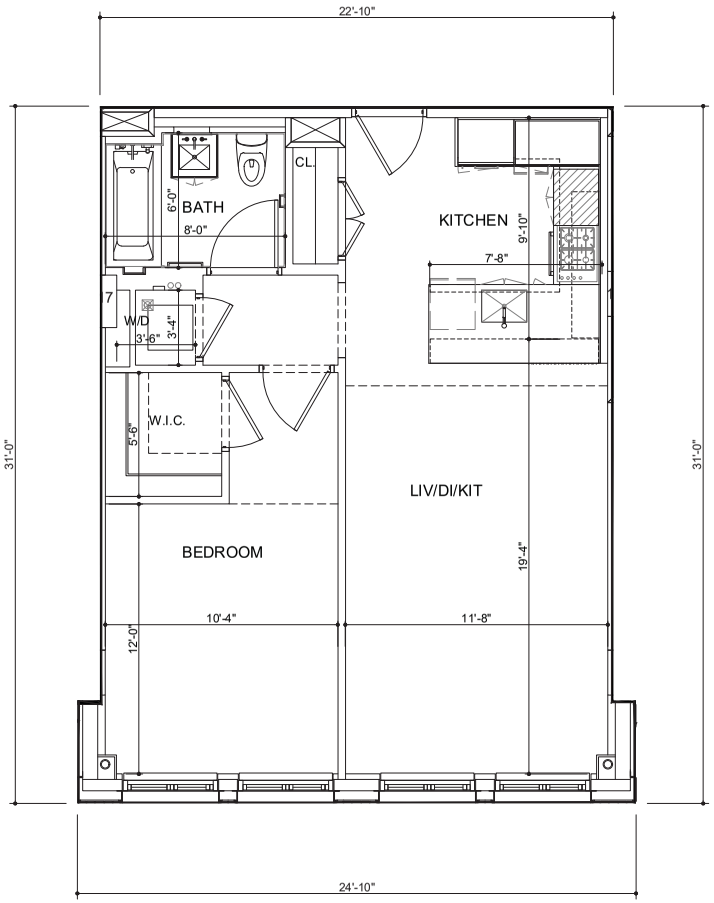
EXT. AREA = 94 S.F.

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SCALE: 0' 8' 16' 24'







4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

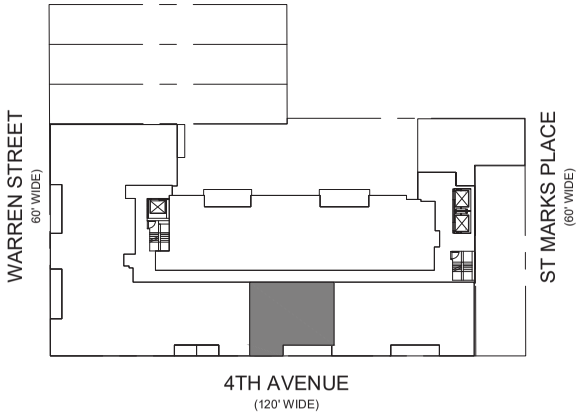
BRENT M. PORTER ARCHITECT & ASSOC.

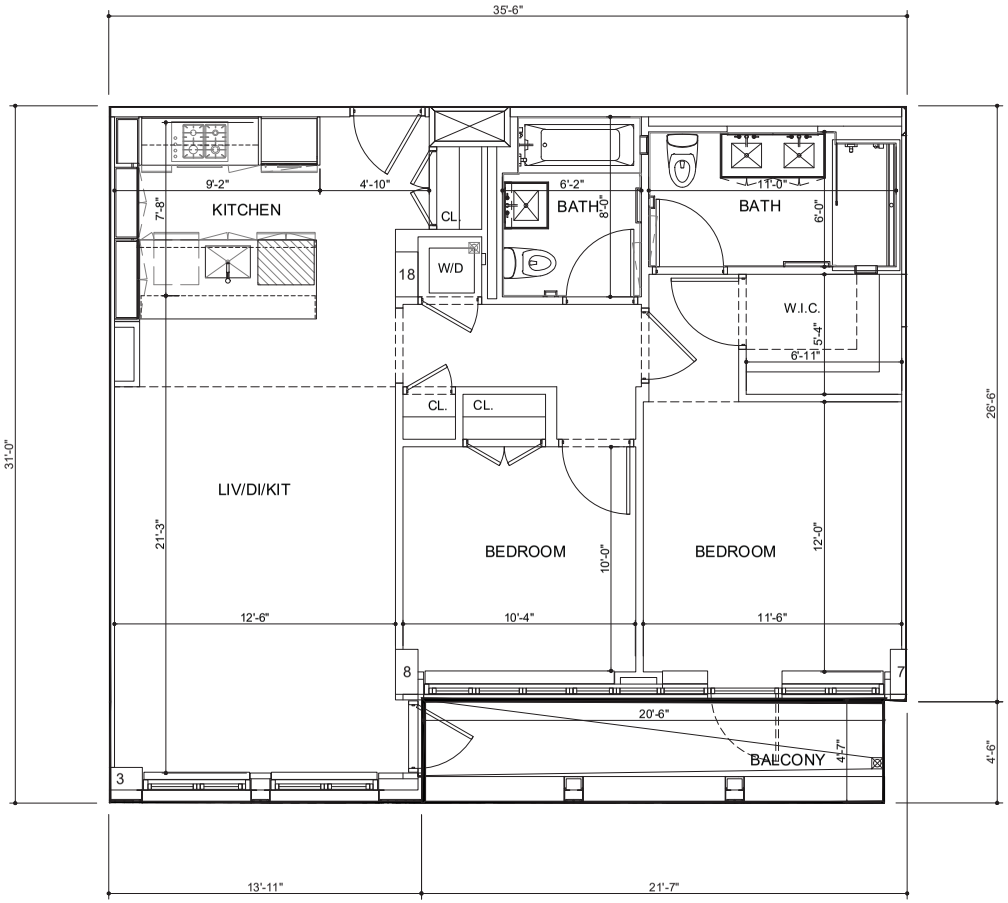
DATE: JULY 2020

SIXTH FL.	UNIT 603 1 BED	1 BATH	0 P.R.	
	AREA =	717 S.F.		
	EXT. AREA =	0 S.F.		

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





328

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

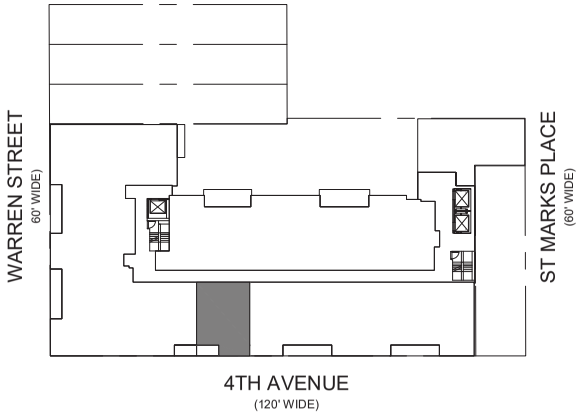
BRENT M. PORTER ARCHITECT & ASSOC.

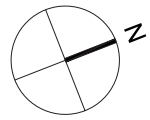
DATE: JULY 2020

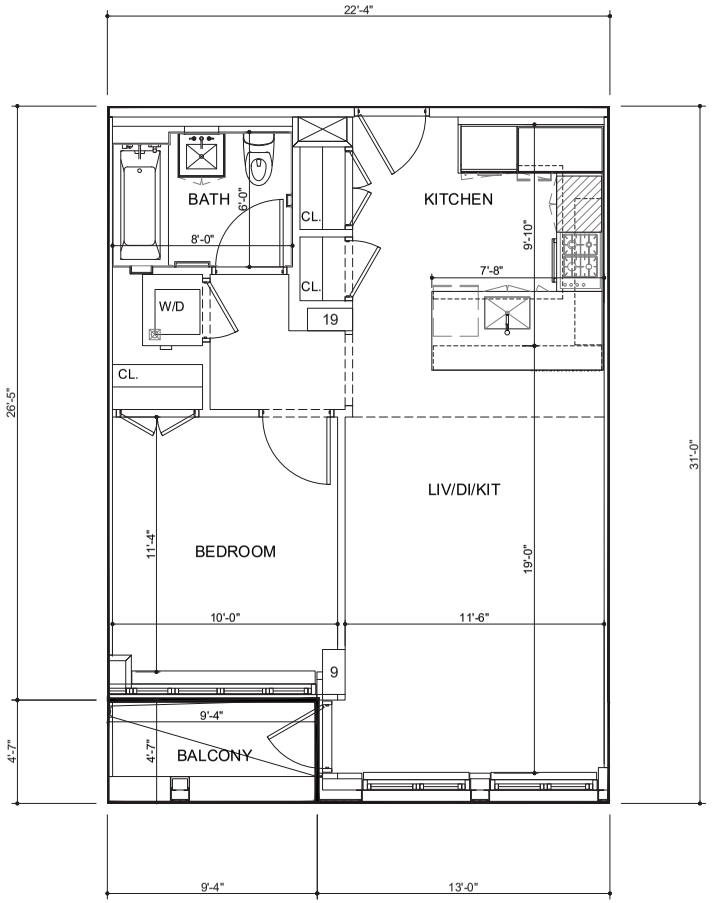
SIXTH FL.	UNIT 604	2 BED	2 BATH	0 P.R.
	AREA =	1002 S.F.		
	EXT. AREA =	94 S.F.		

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







329

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

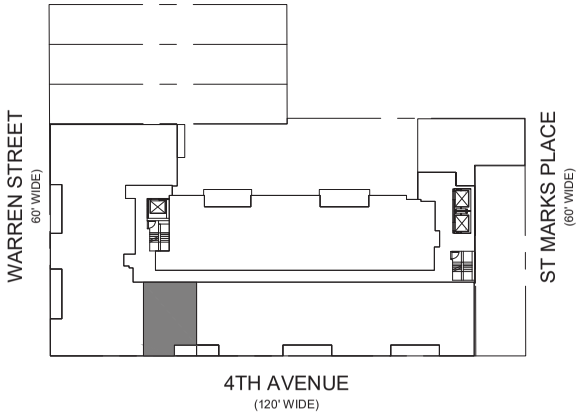
BRENT M. PORTER ARCHITECT & ASSOC.

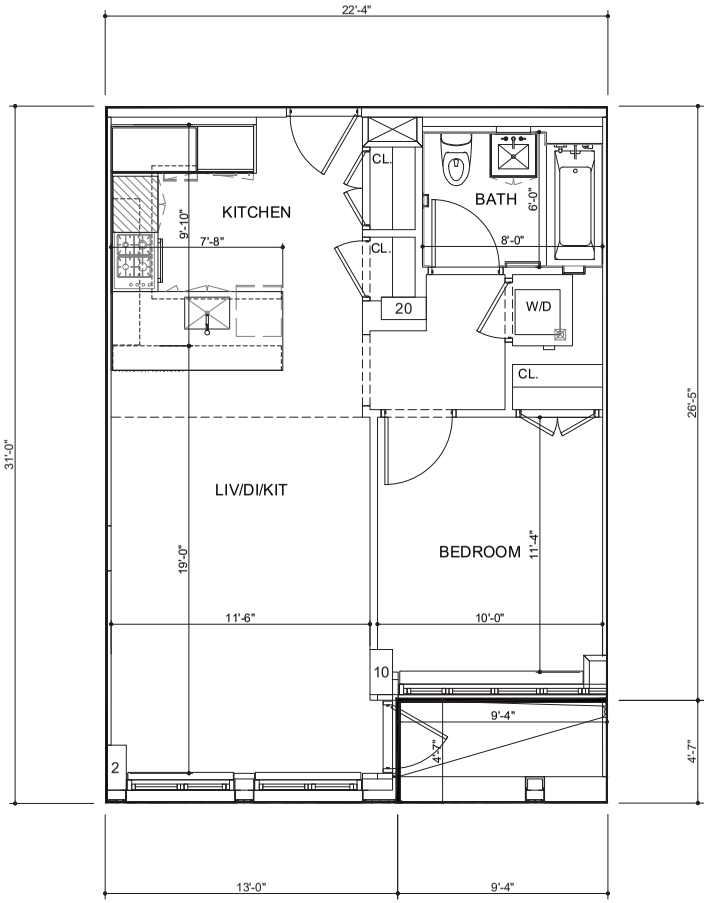
DATE: JULY 2020

SIXTH FL.	UNIT 605	1 BED	1 BATH	0 P.R.
	AREA	=	650 S.F.	
	EXT. AREA	=	43 S.F.	

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SCALE: 0' 8' 16' 24'





330

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

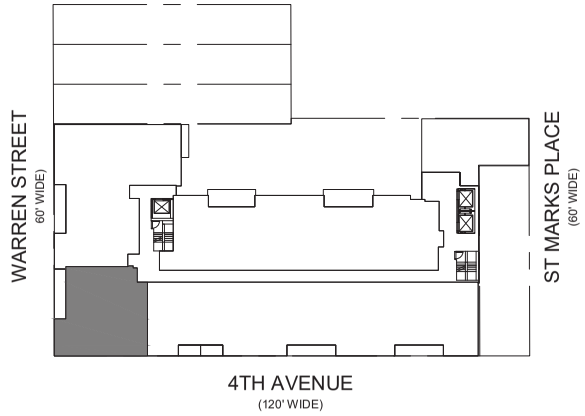
BRENT M. PORTER ARCHITECT & ASSOC.

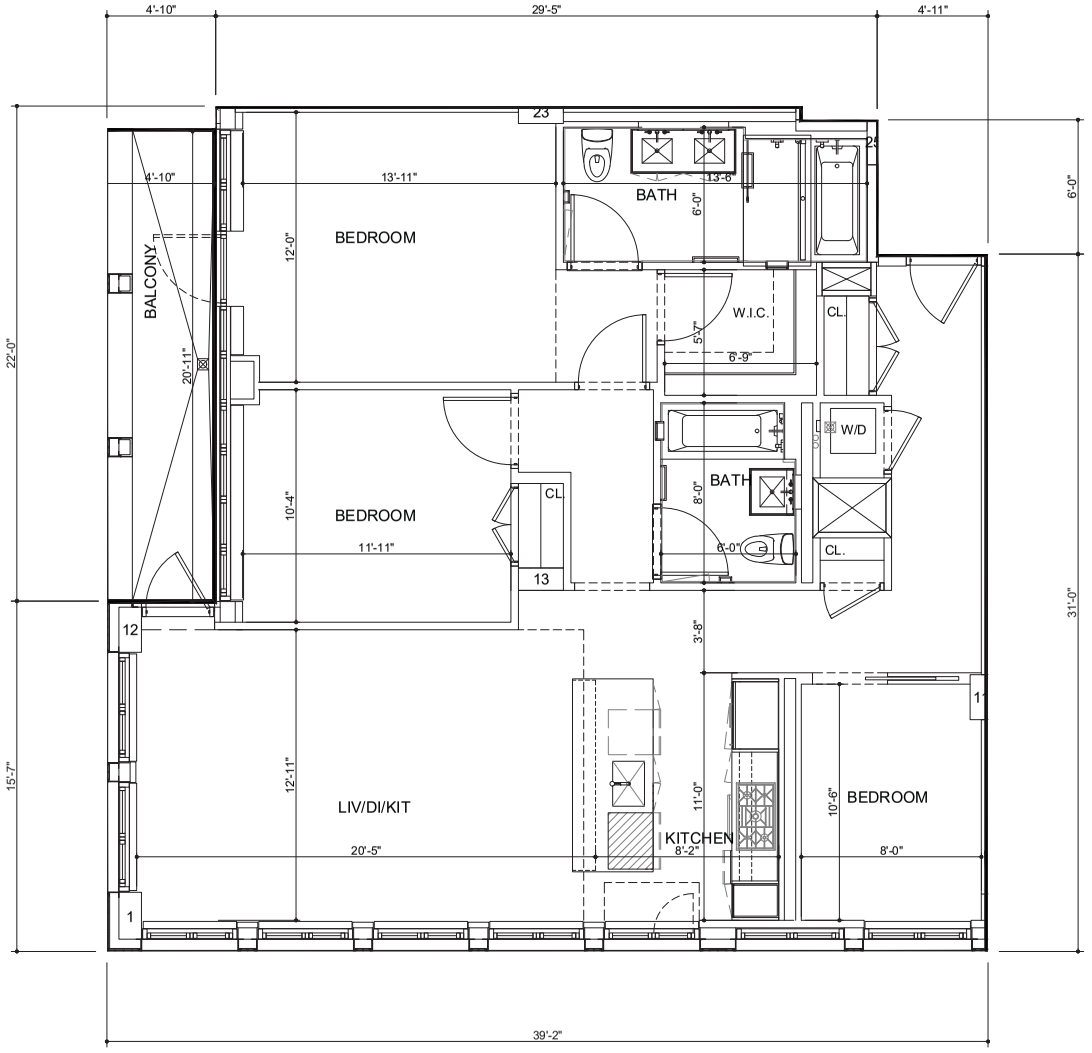
DATE: JULY 2020

SIXTH FL.	UNIT 606	1 BED	1 BATH	0 P.R.
	AREA =		650 S.F.	
	EXT. AREA =		43 S.F.	

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SCALE: 0' 8' 16' 24'





331

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

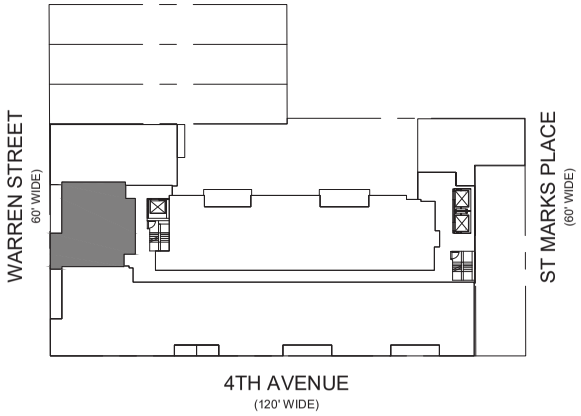
SIXTH FL. UNIT 609 3 BED | 2 BATH | 0 P.R.

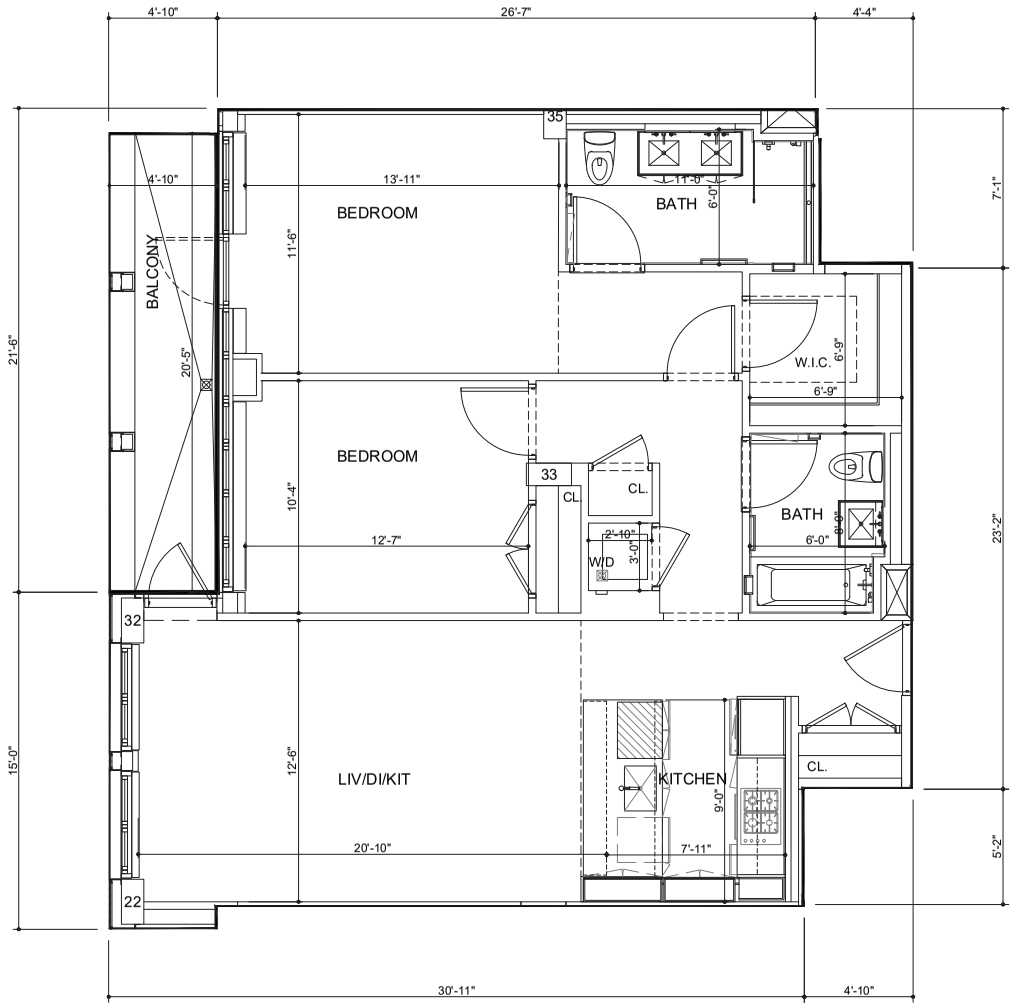
AREA = 1332 S.F.

EXT. AREA = 102 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

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4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

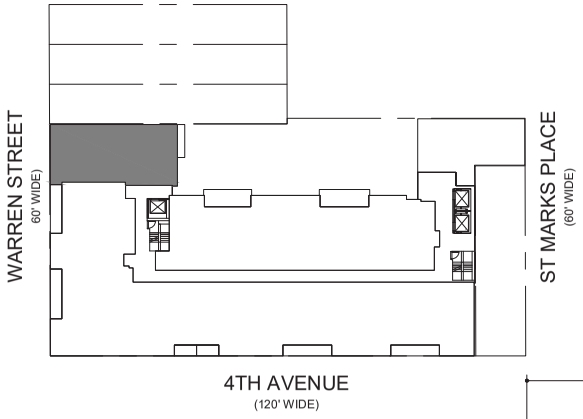
BRENT M. PORTER ARCHITECT & ASSOC.

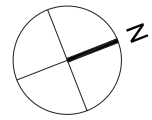
DATE: JULY 2020

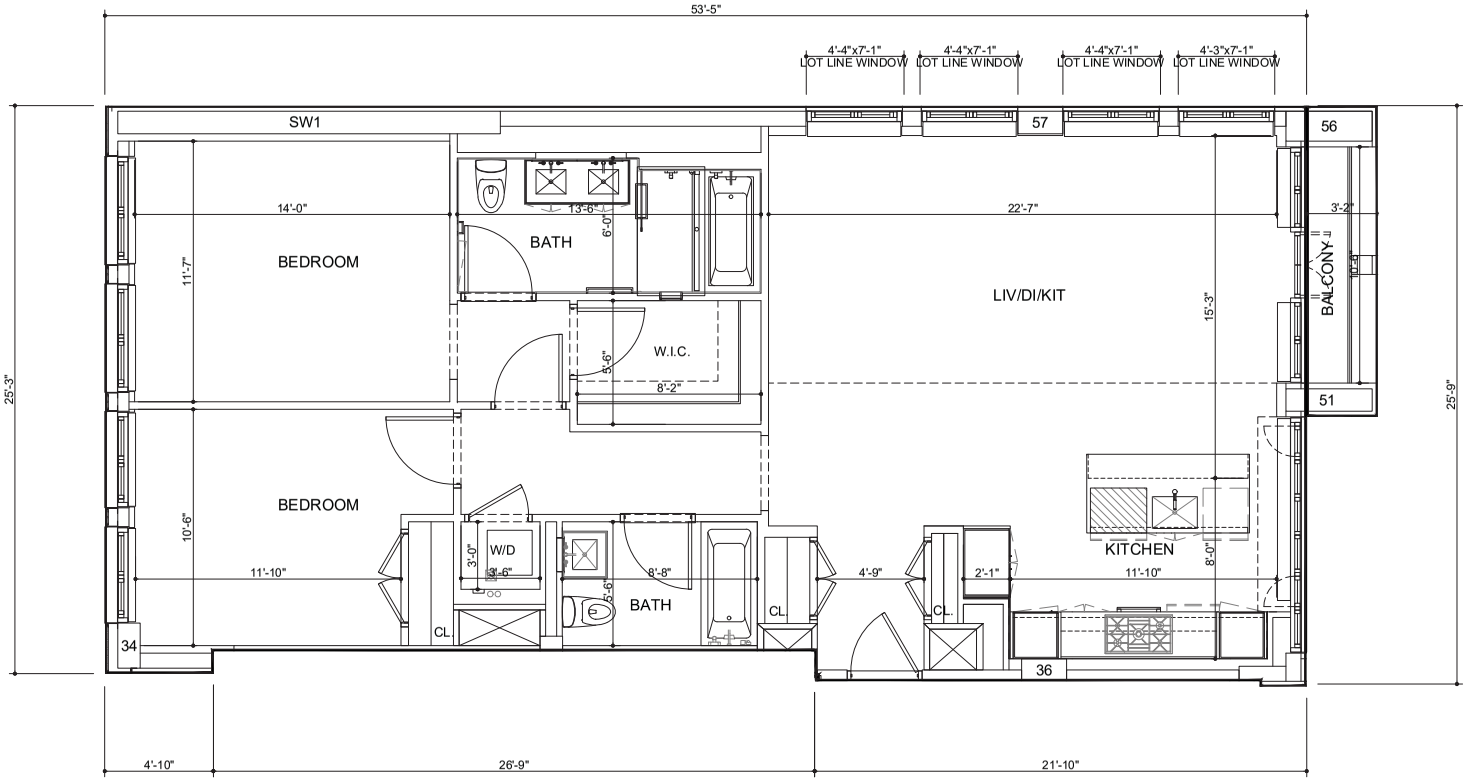
SIXTH FL.	UNIT 610	2 BED	2 BATH	0 P.R.
	AREA =	1117 S.F.		
	EXT. AREA =	99 S.F.		

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333

4TH AVENUE DEVELOPMENT OWNER LLC

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58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

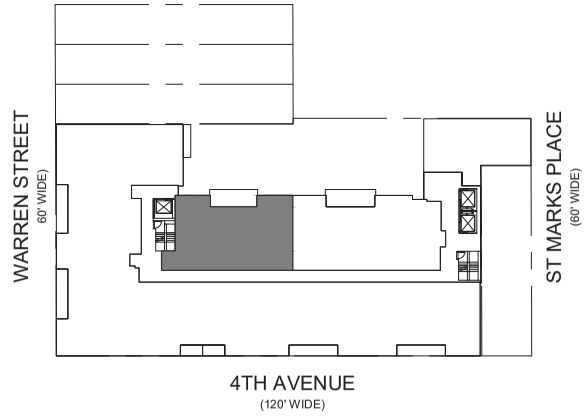
SIXTH FL. UNIT 611 2 BED | 2 BATH | 0 P.R.

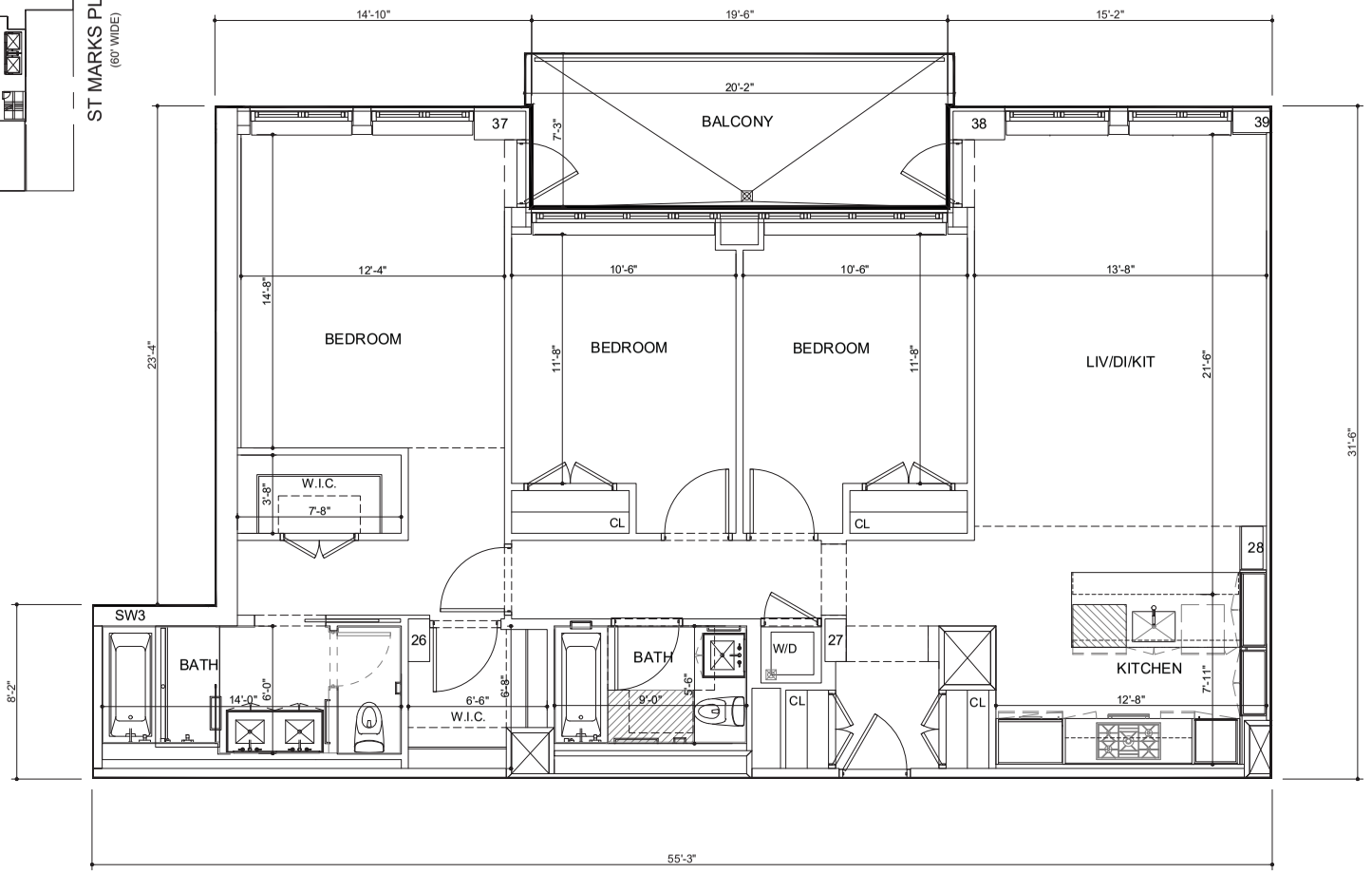
AREA = 1330 S.F.

EXT. AREA = 44 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

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334

4TH AVENUE DEVELOPMENT OWNER LLC

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58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

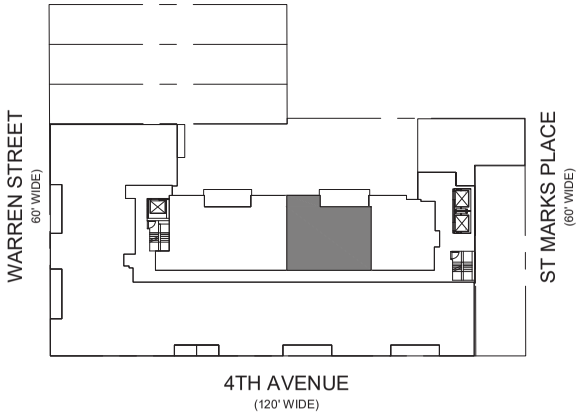
SIXTH FL. UNIT 612 3 BED | 2 BATH | 0 P.R.

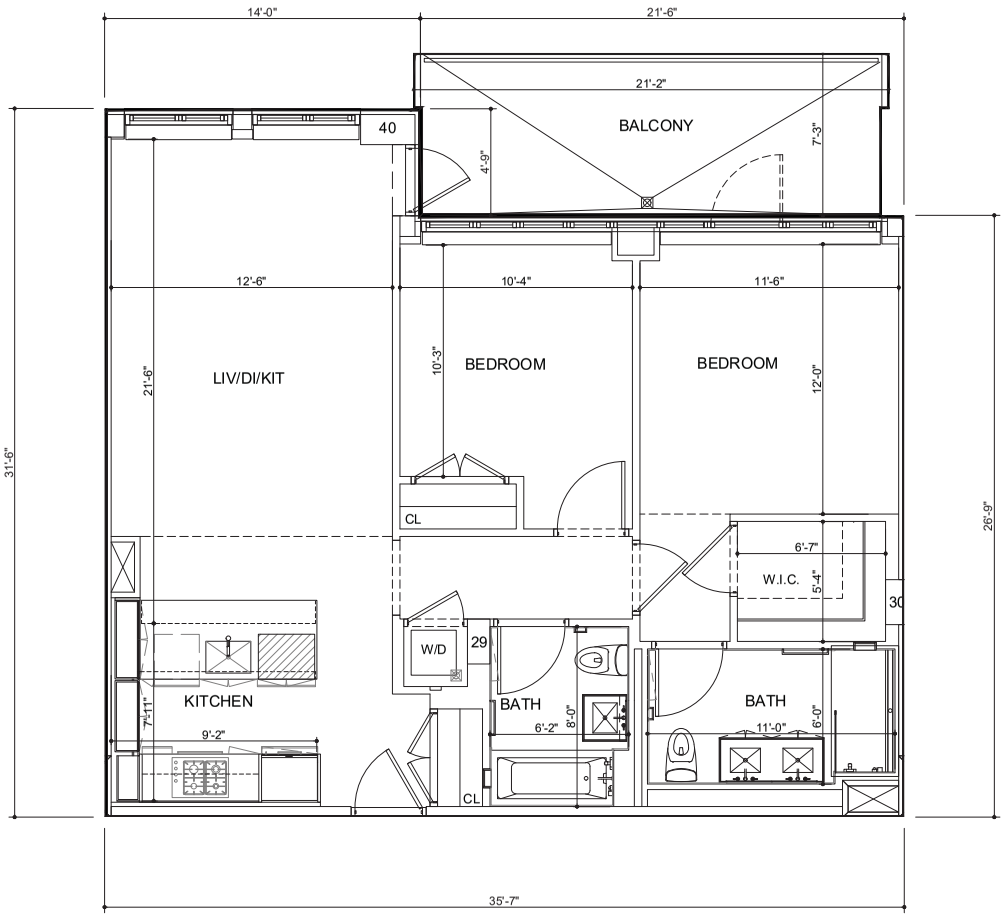
AREA = 1512 S.F.

EXT. AREA = 143 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

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335

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

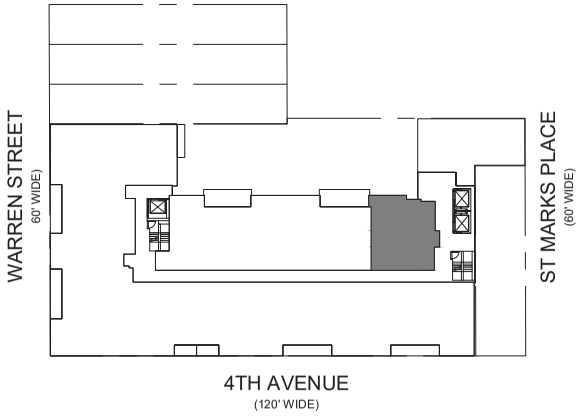
SIXTH FL. UNIT 614 2 BED | 2 BATH | 0 P.R.

AREA = 1016 S.F.

EXT. AREA = 150 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

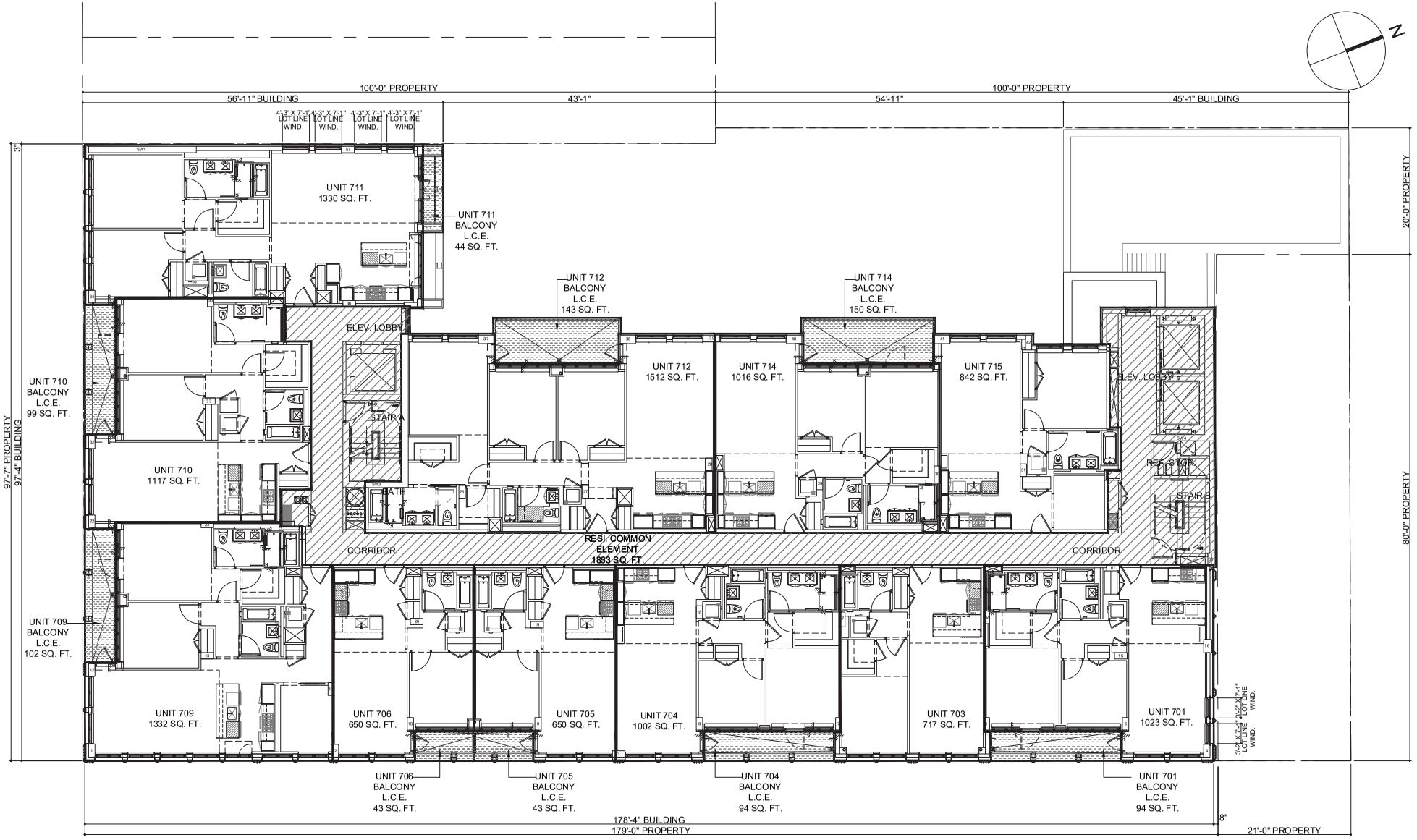
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

SIXTH FL.	UNIT 615	1 BED	1 BATH	0 P.R.
	AREA =		837 S.F.	
	EXT. AREA =		0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

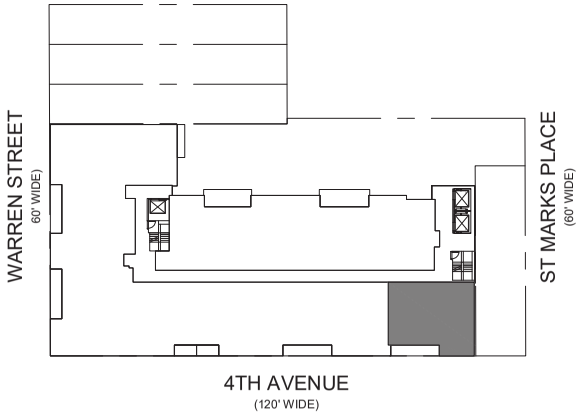
SEVENTH FLOOR

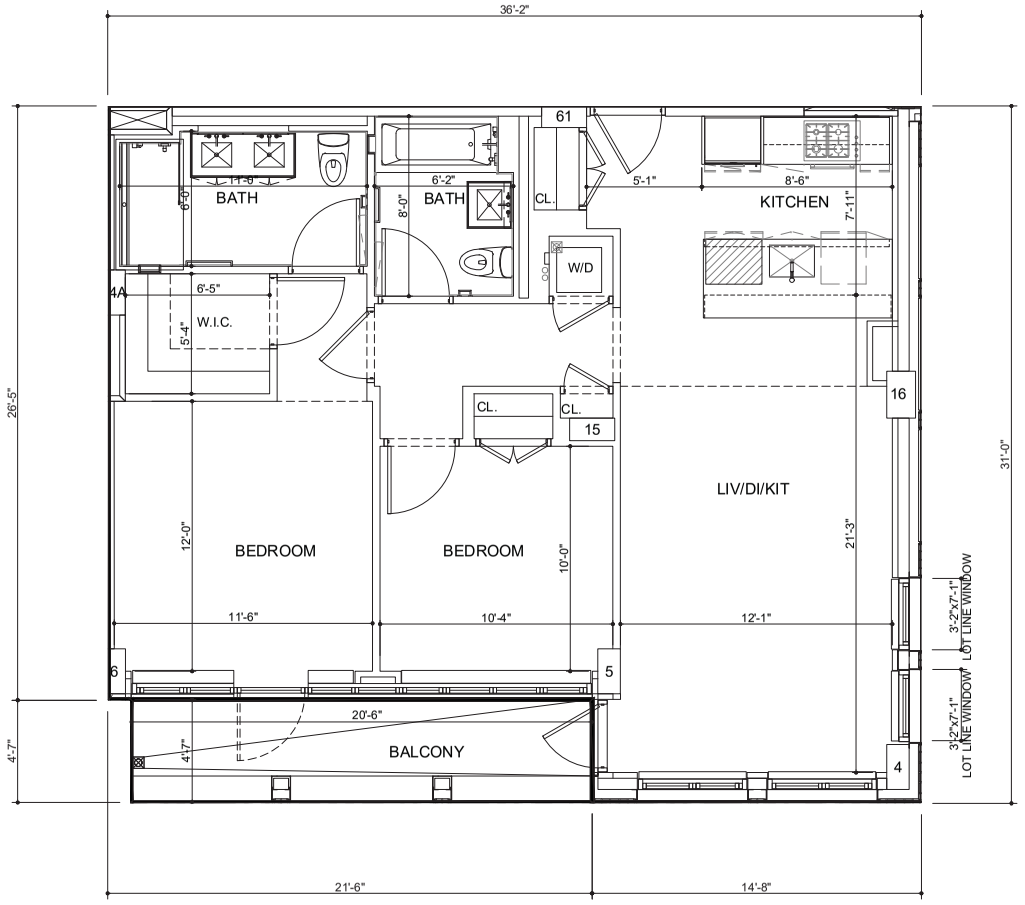
GROSS AREA (S.F.) = 13,024

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RESI COMMON ELEMENT = 1833 SQ. FT. LIMITED COMMON ELEMENT = 812 S.F.

SCALE: 0' 8' 16' 24'





338

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

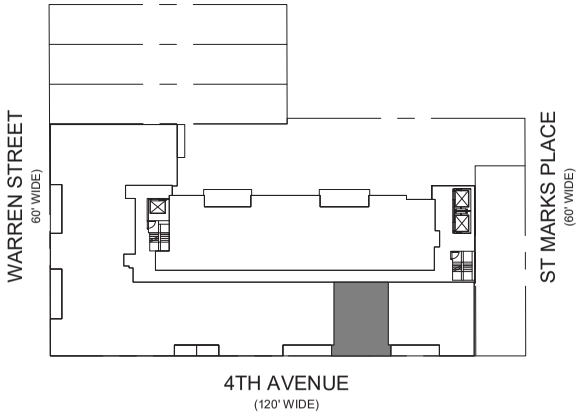
SEVENTH FL. UNIT 701 2 BED | 2 BATH | 0 P.R.

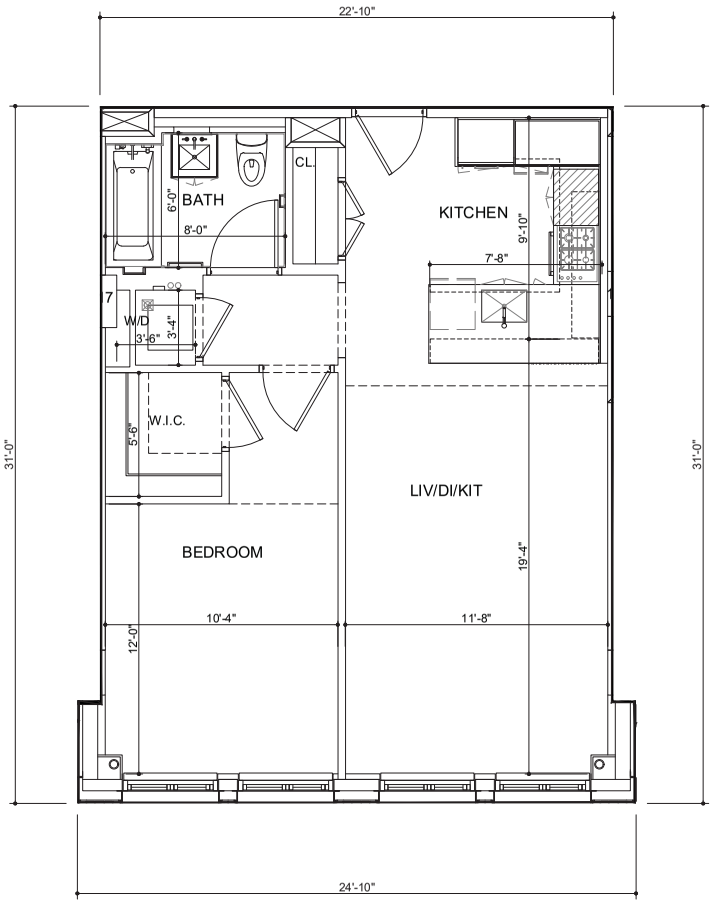
AREA = 1023 S.F.

EXT. AREA = 94 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

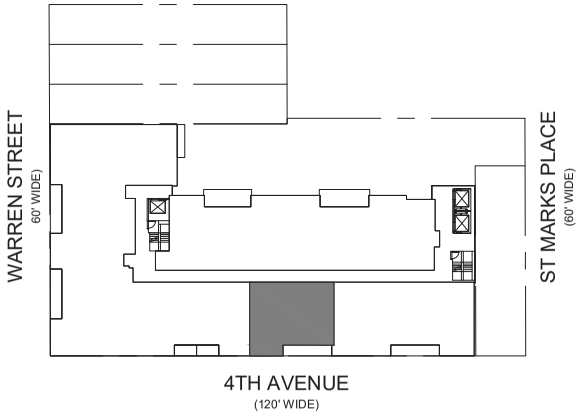
BRENT M. PORTER ARCHITECT & ASSOC.

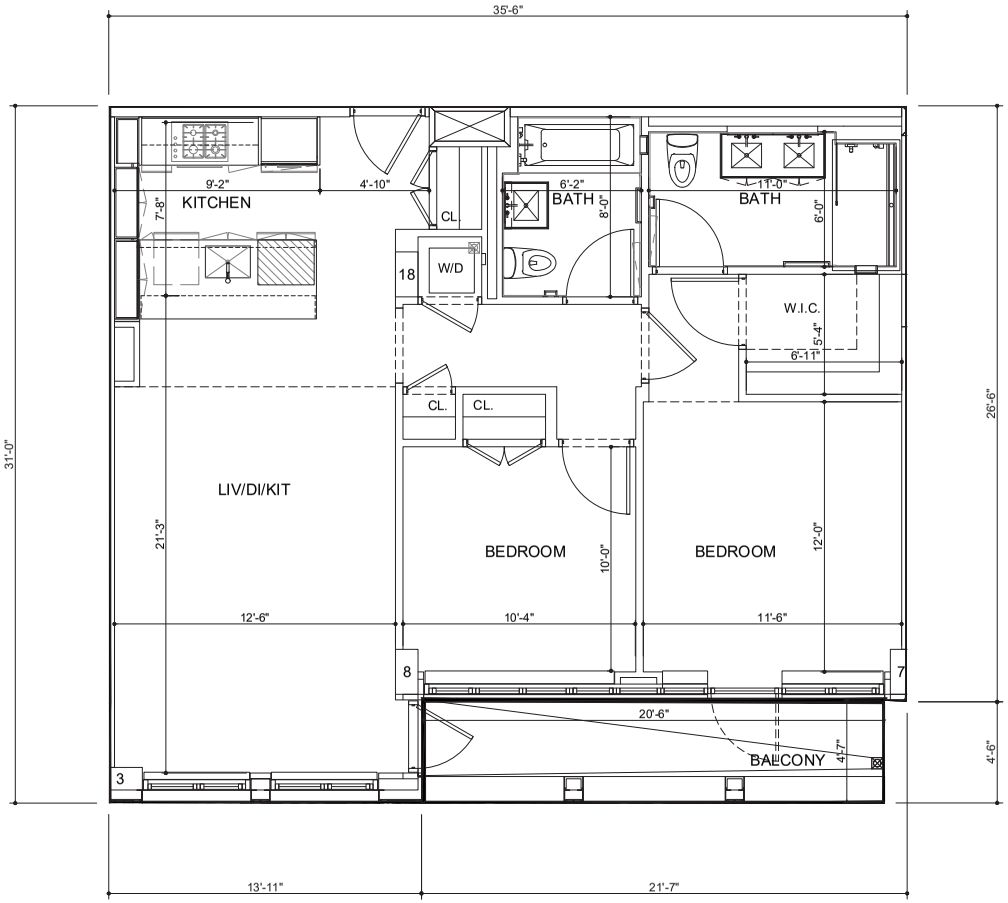
DATE: JULY 2020

SEVENTH FL.	UNIT	703	1 BED	1 BATH	0 P.R.
		AREA	=		717 S.F.
		EXT. AREA	=		0 S.F.

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SCALE: 0' 8' 16' 24'





340

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

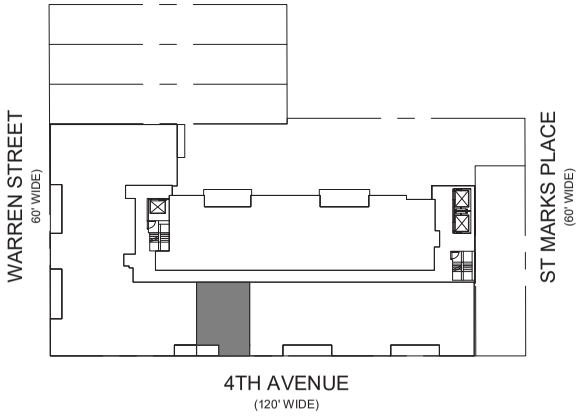
SEVENTH FL. UNIT 704 2 BED | 2 BATH | 0 P.R.

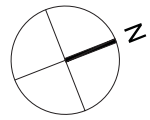
AREA = 1002 S.F.

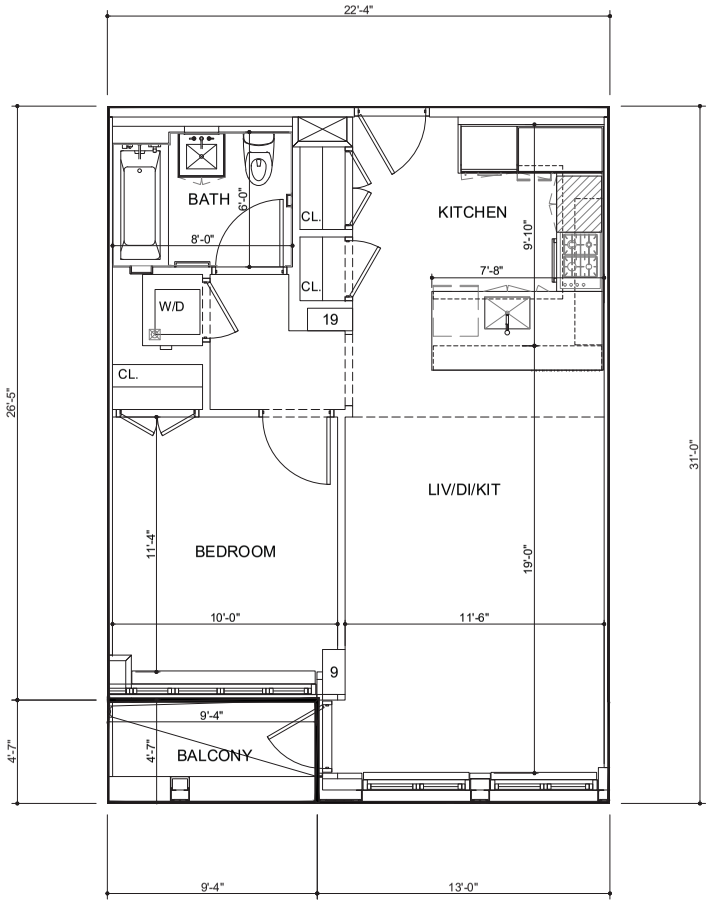
EXT. AREA = 94 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

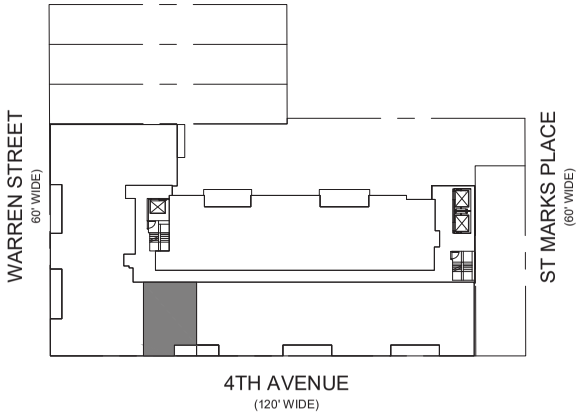
BRENT M. PORTER ARCHITECT & ASSOC.

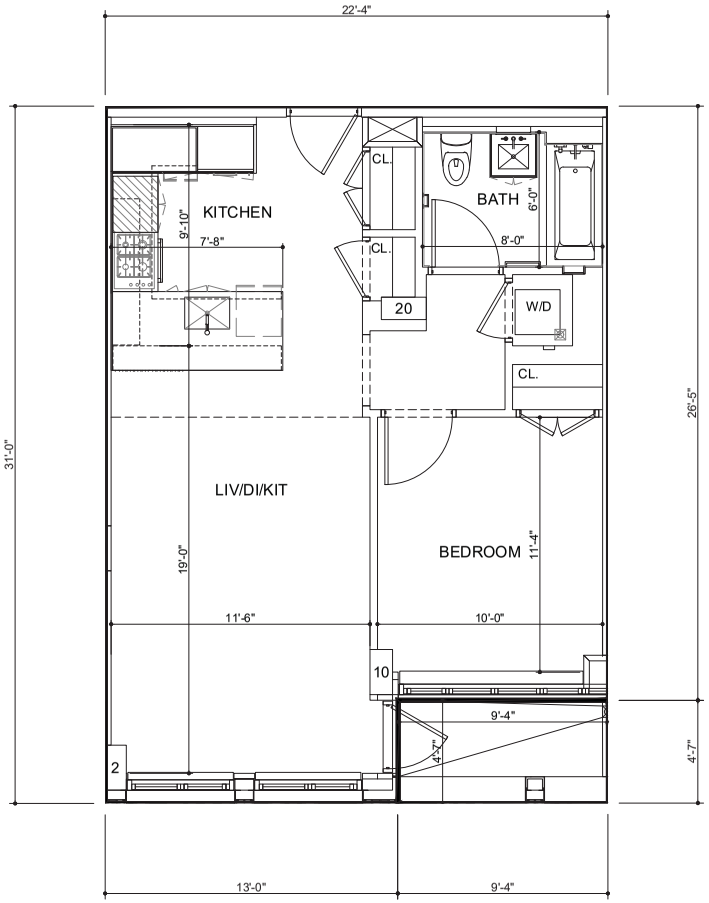
DATE: JULY 2020

SEVENTH FL.	UNIT	705	1 BED	1 BATH	0 P.R.
		AREA	=	650 S.F.	
		EXT. AREA	=	43 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





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4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

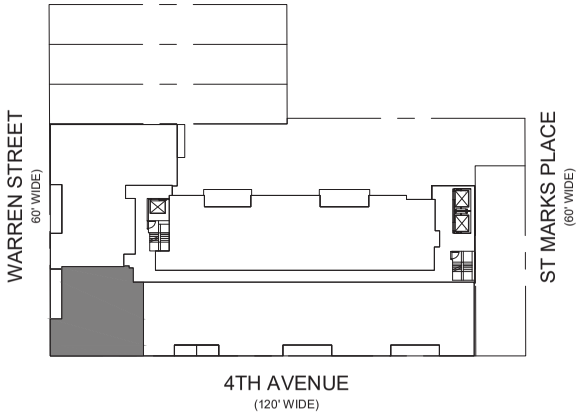
SEVENTH FL. UNIT 706 1 BED | 1 BATH | 0 P.R.

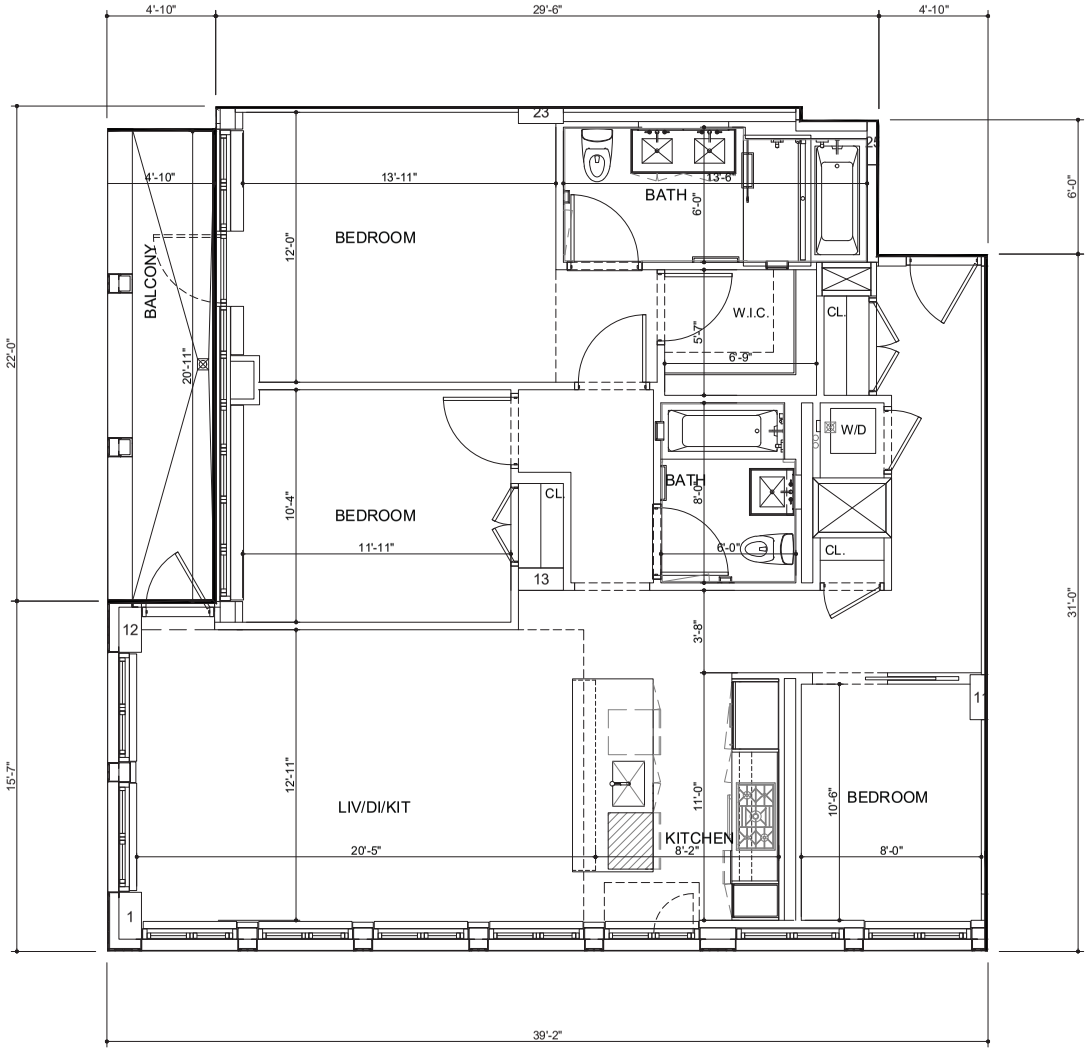
AREA = 650 S.F.

EXT. AREA = 43 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





343

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

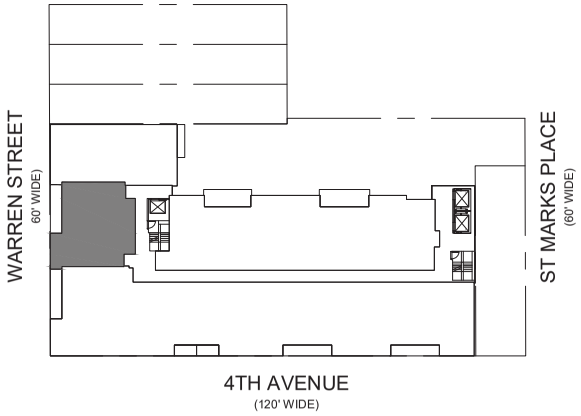
SEVENTH FL. UNIT 709 3 BED | 2 BATH | 0 P.R.

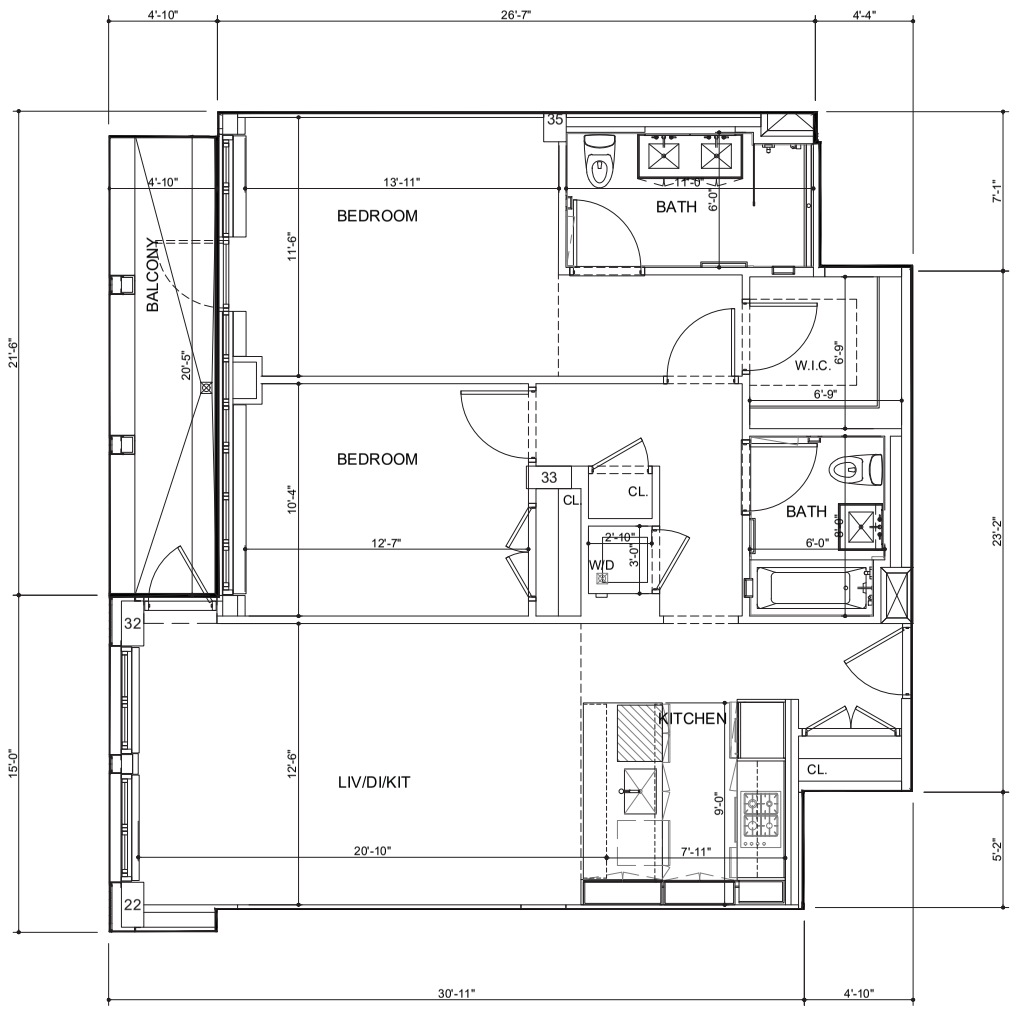
AREA = 1332 S.F.

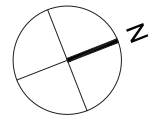
EXT. AREA = 102 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







344

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

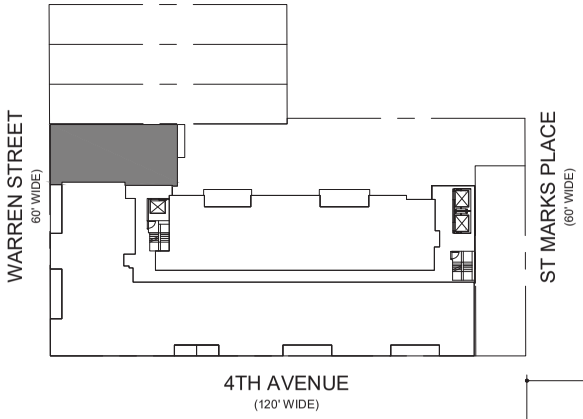
SEVENTH FL. UNIT 710 2 BED | 2 BATH | 0 P.R.

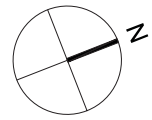
AREA = 1117 S.F.

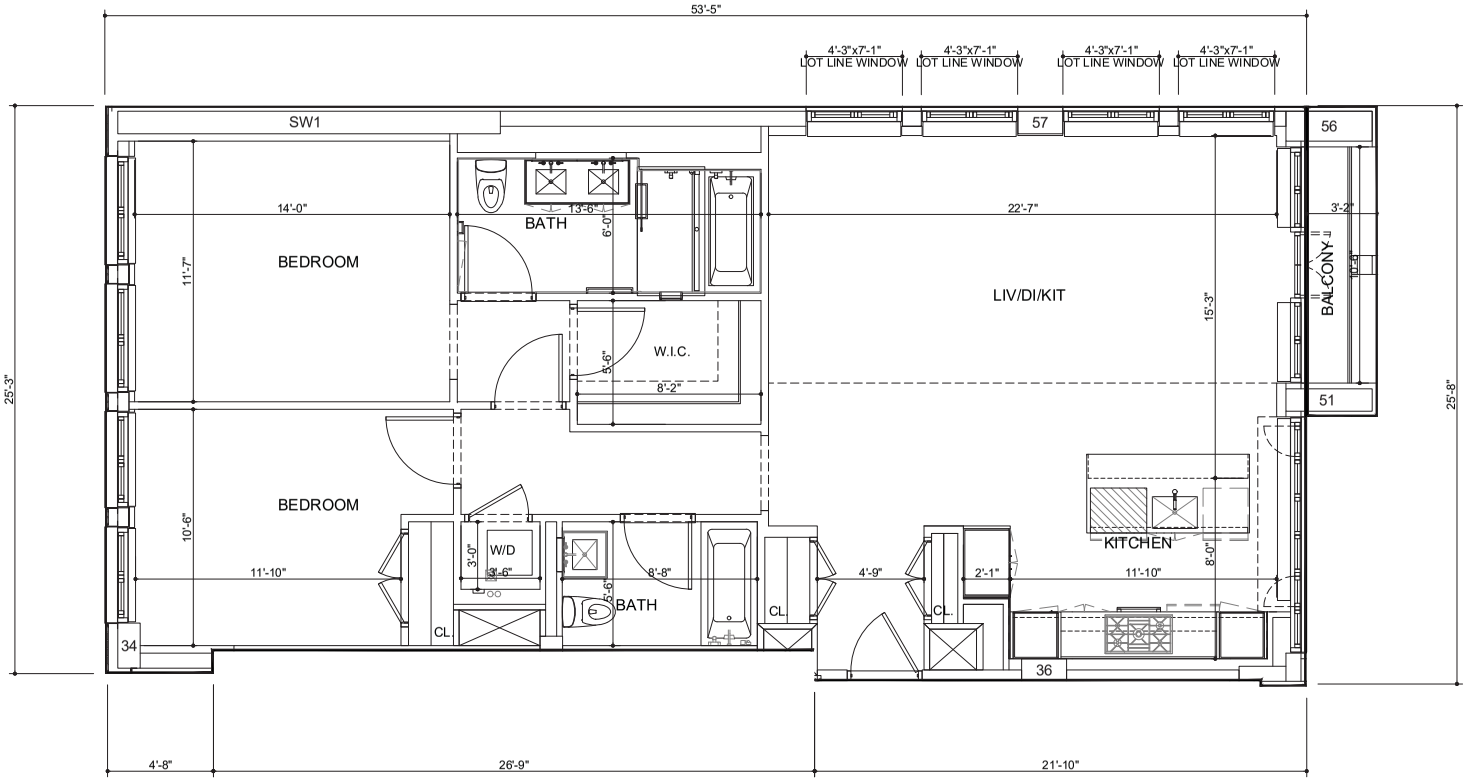
EXT. AREA = 99 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







345

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

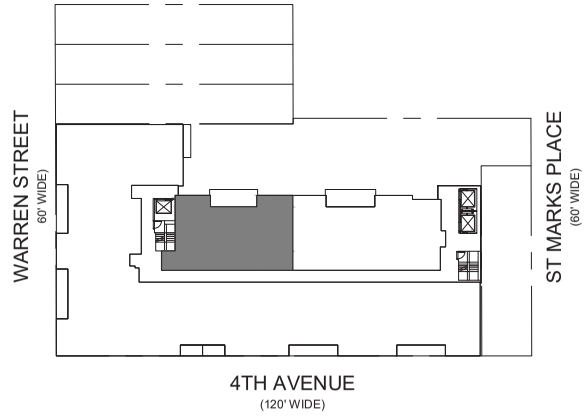
SEVENTH FL. UNIT 711 2 BED | 2 BATH | 0 P.R.

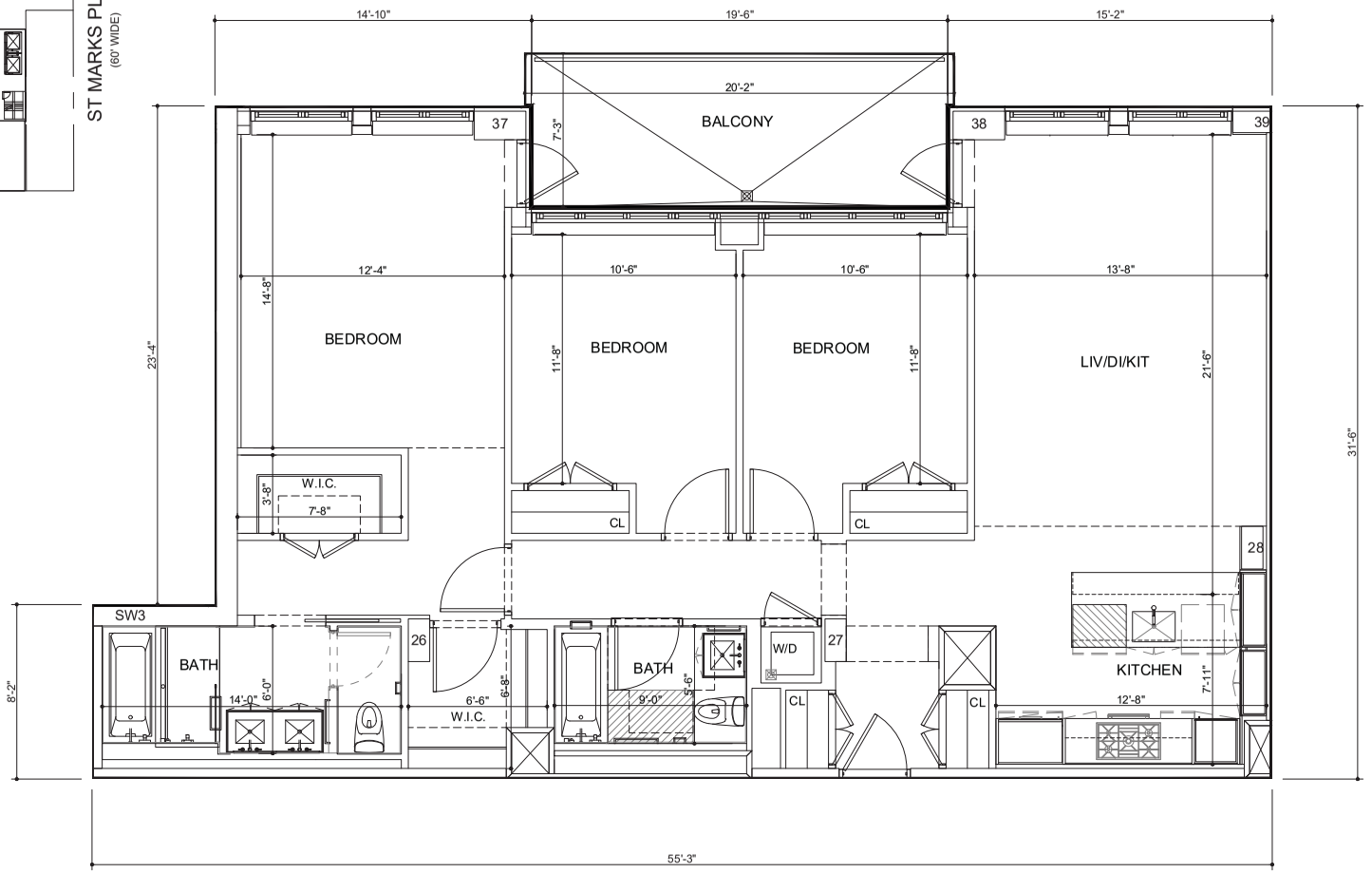
AREA = 1330 S.F.

EXT. AREA = 44 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





346

4TH AVENUE DEVELOPMENT OWNER LLC

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58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

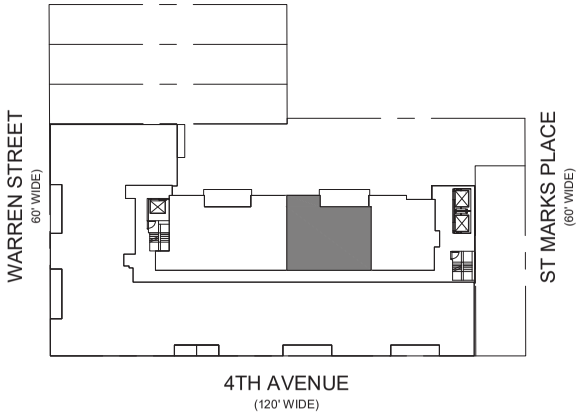
SEVENTH FL. UNIT 712 3 BED | 2 BATH | 0 P.R.

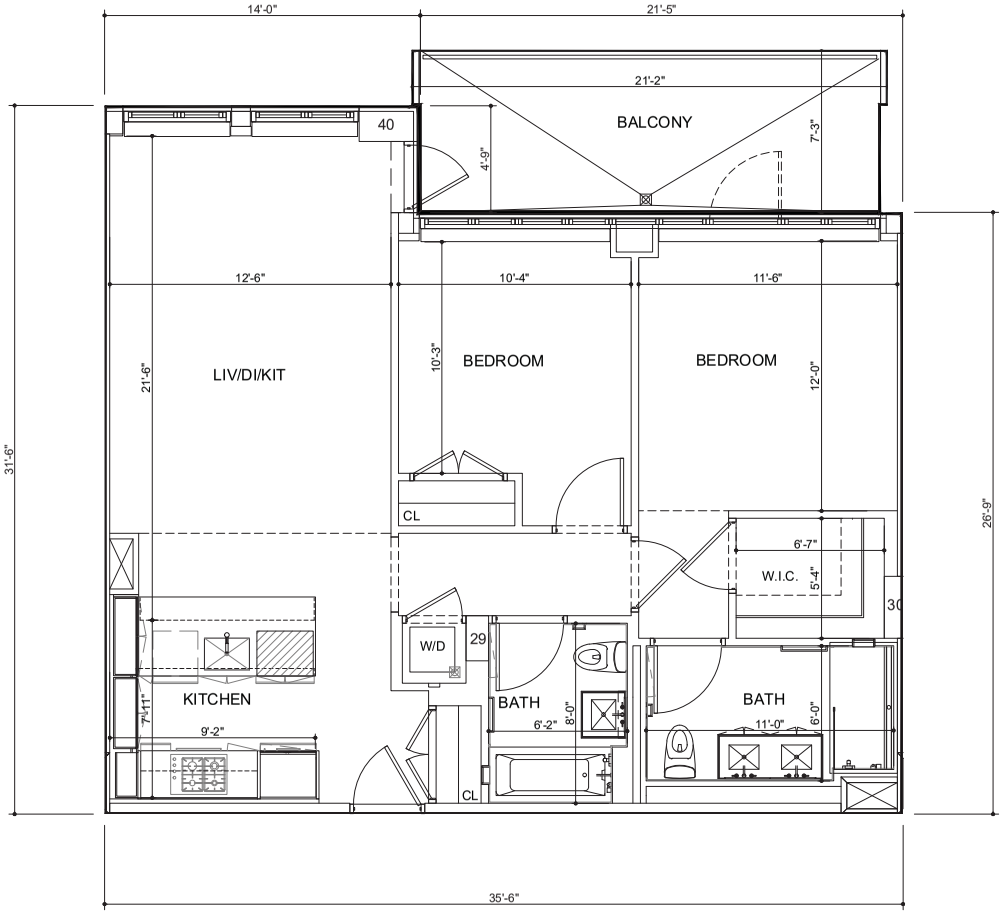
AREA = 1512 S.F.

EXT. AREA = 143 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

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4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

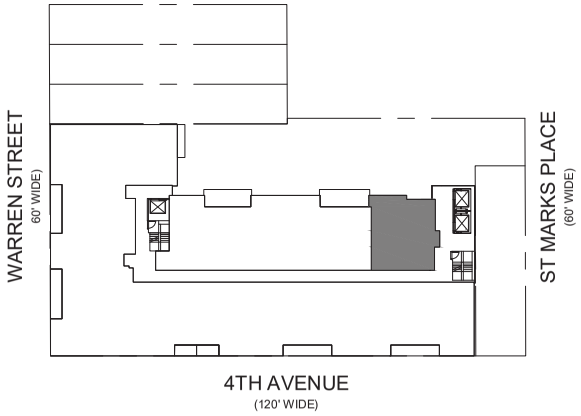
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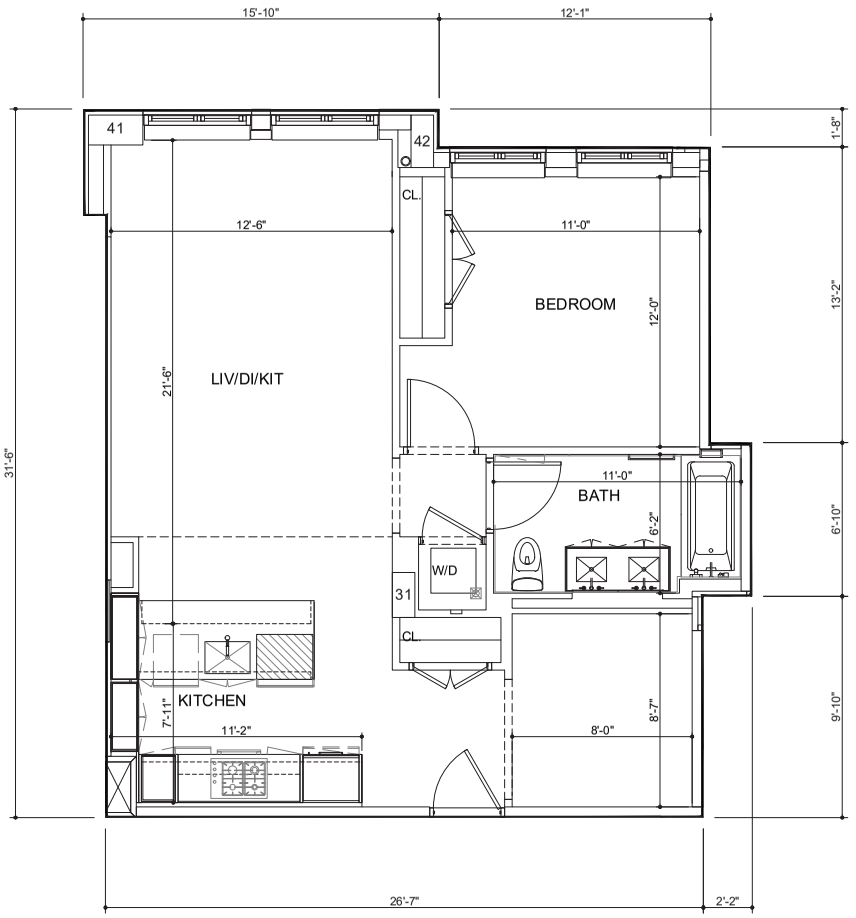
AREA = 1016 S.F.

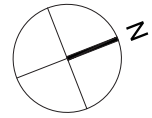
EXT. AREA = 150 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







348

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

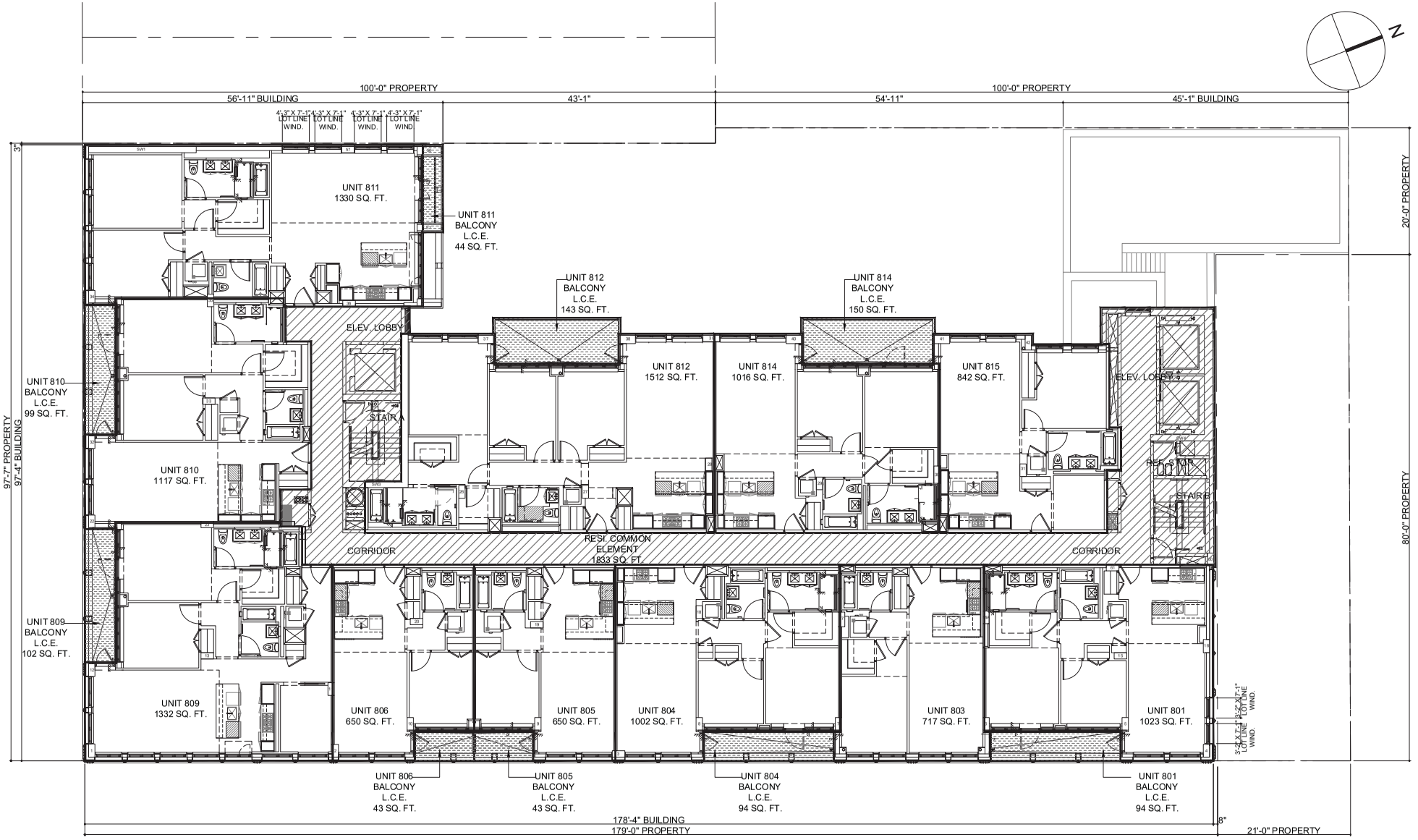
SIXTH FL. UNIT 715 1 BED | 1 BATH | 0 P.R.

AREA = 842 S.F.

EXT. AREA = 0 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

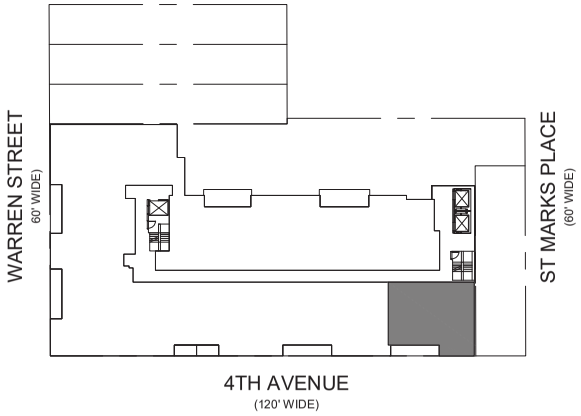
EIGHTH FLOOR

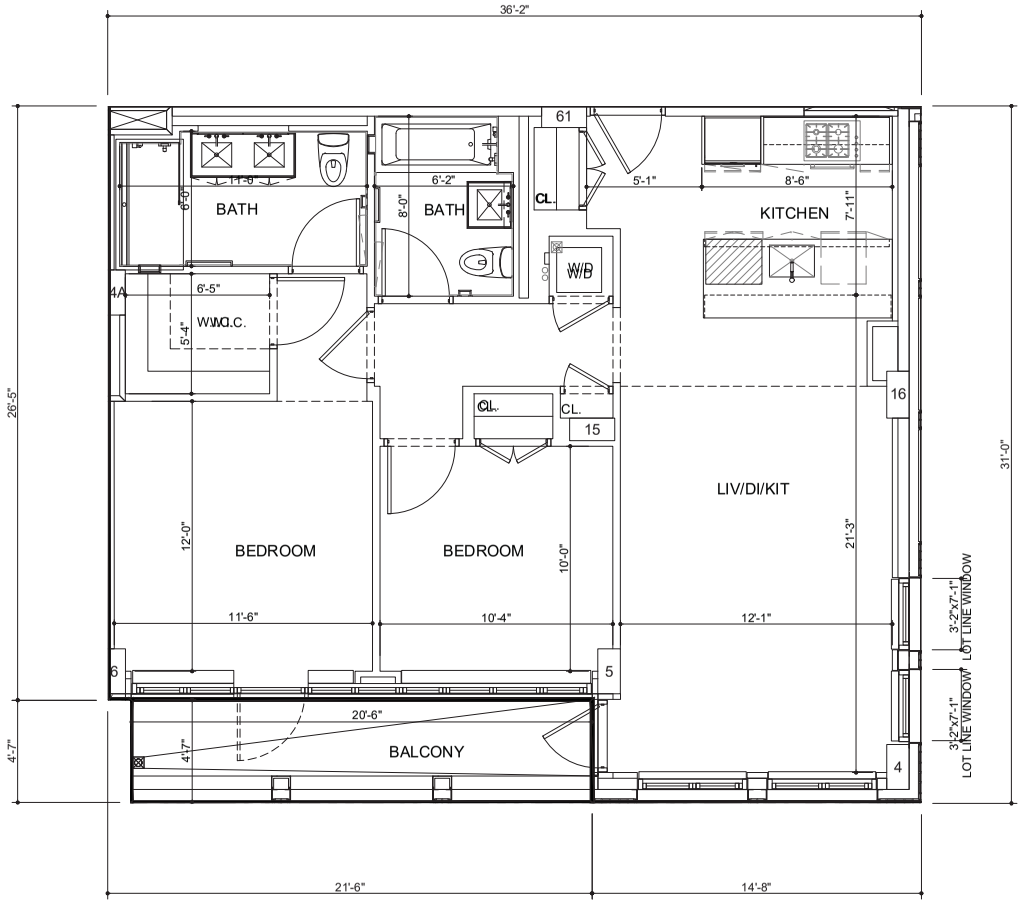
GROSS AREA (S.F.) = 13,024

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RESI COMMON ELEMENT = 1833 SQ. FT. LIMITED COMMON ELEMENT = 812 S.F.

SCALE: 0' 8' 16' 24'





350

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

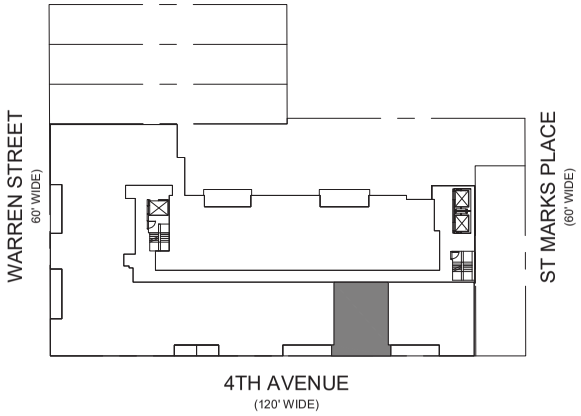
EIGHTH FL. UNIT 801 2 BED | 2 BATH | 0 P.R.

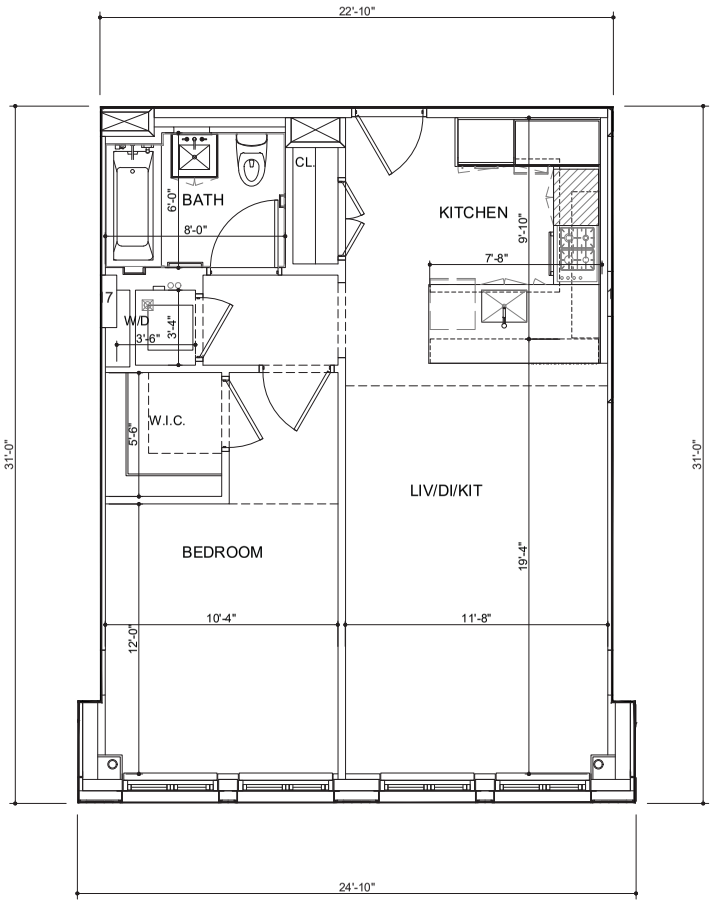
AREA = 1023 S.F.

EXT. AREA = 94 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

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58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

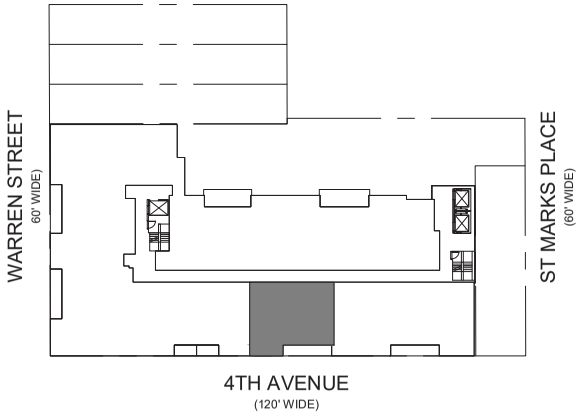
EIGHTH FL. UNIT 803 | 1 BED | 1 BATH | 0 P.R.

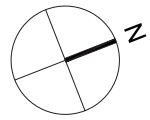
AREA = 717 S.F.

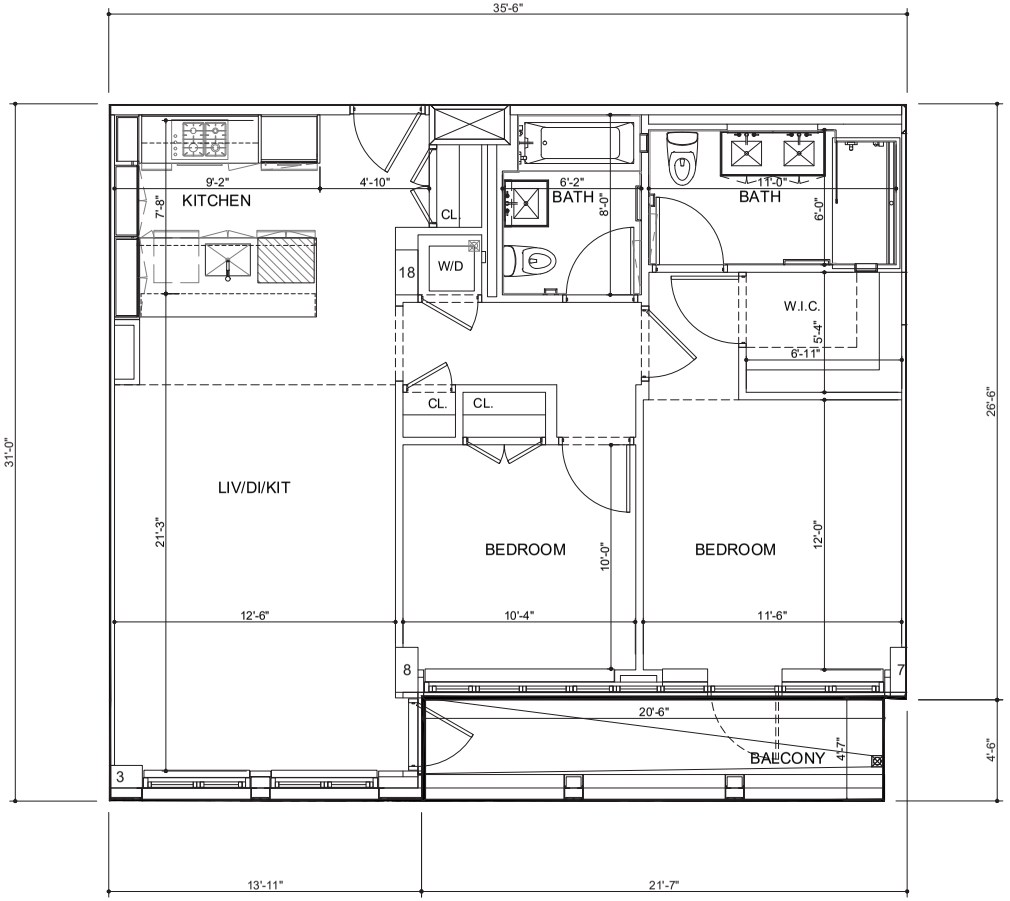
EXT. AREA = 0 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







352

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

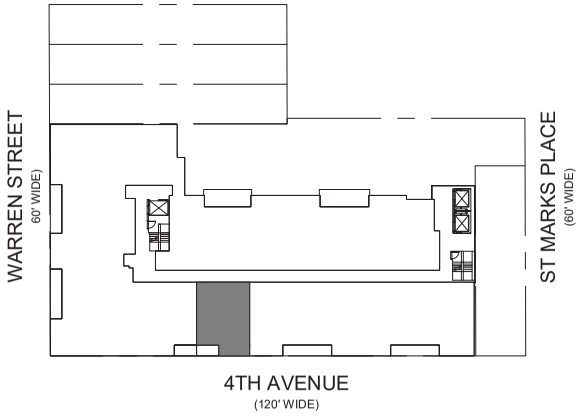
EIGHTH FL. UNIT 804 2 BED | 2 BATH | 0 P.R.

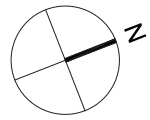
AREA = 1002 S.F.

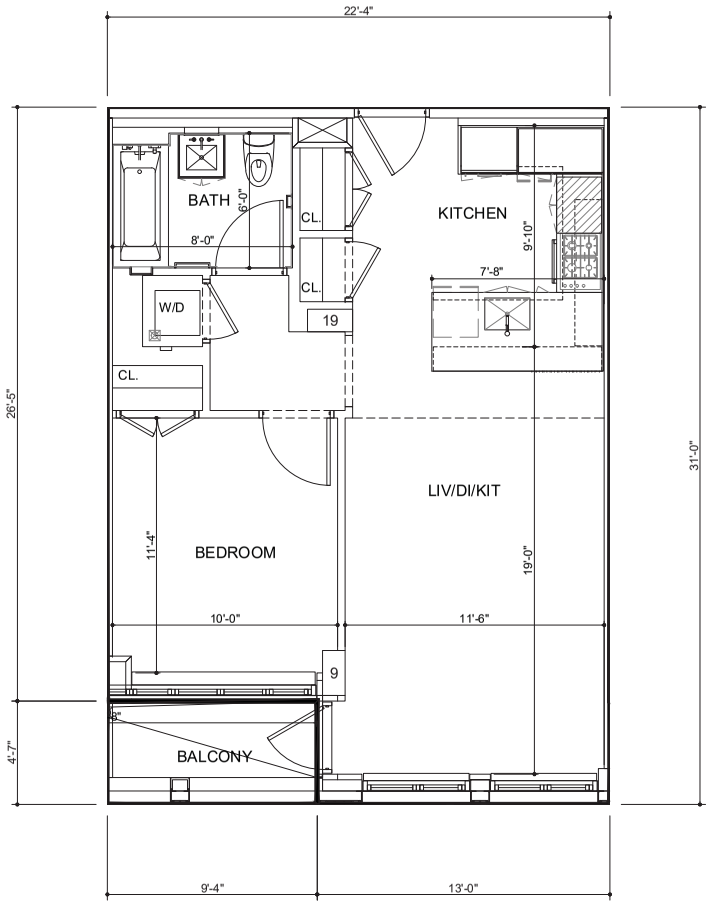
EXT. AREA = 94 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







353

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

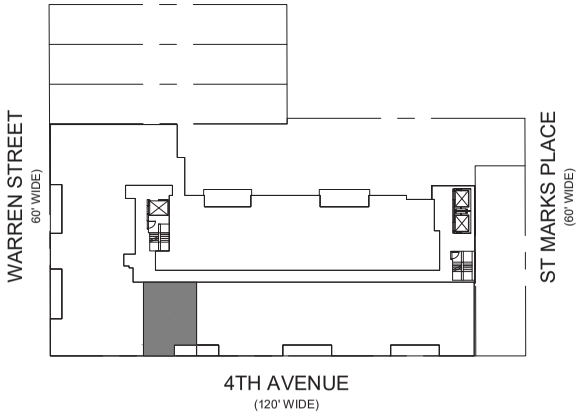
EIGHTH FL. UNIT 805 | 1 BED | 1 BATH | 0 P.R.

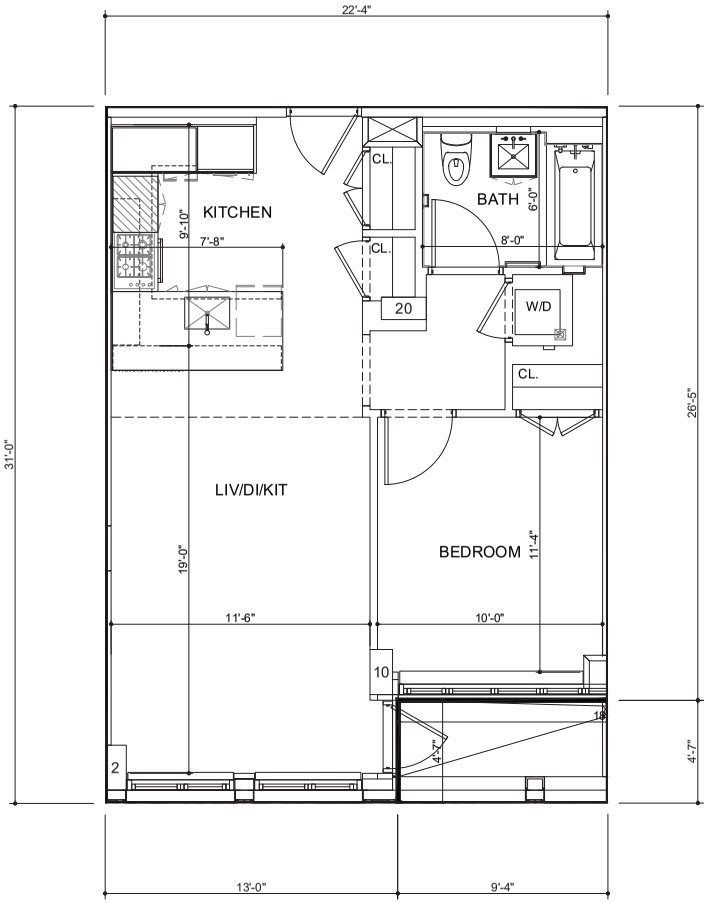
AREA = 650 S.F.

EXT. AREA = 43 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

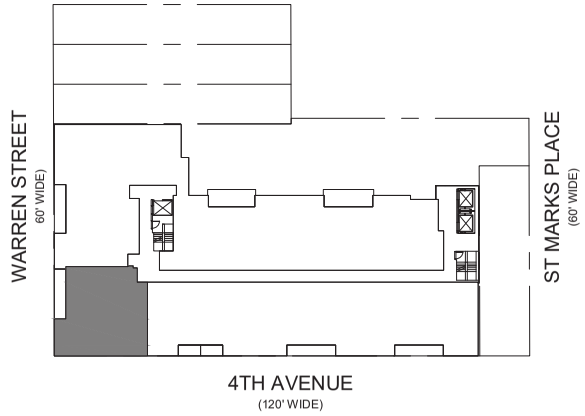
EIGHTH FL. UNIT 806 1 BED | 1 BATH | 0 P.R.

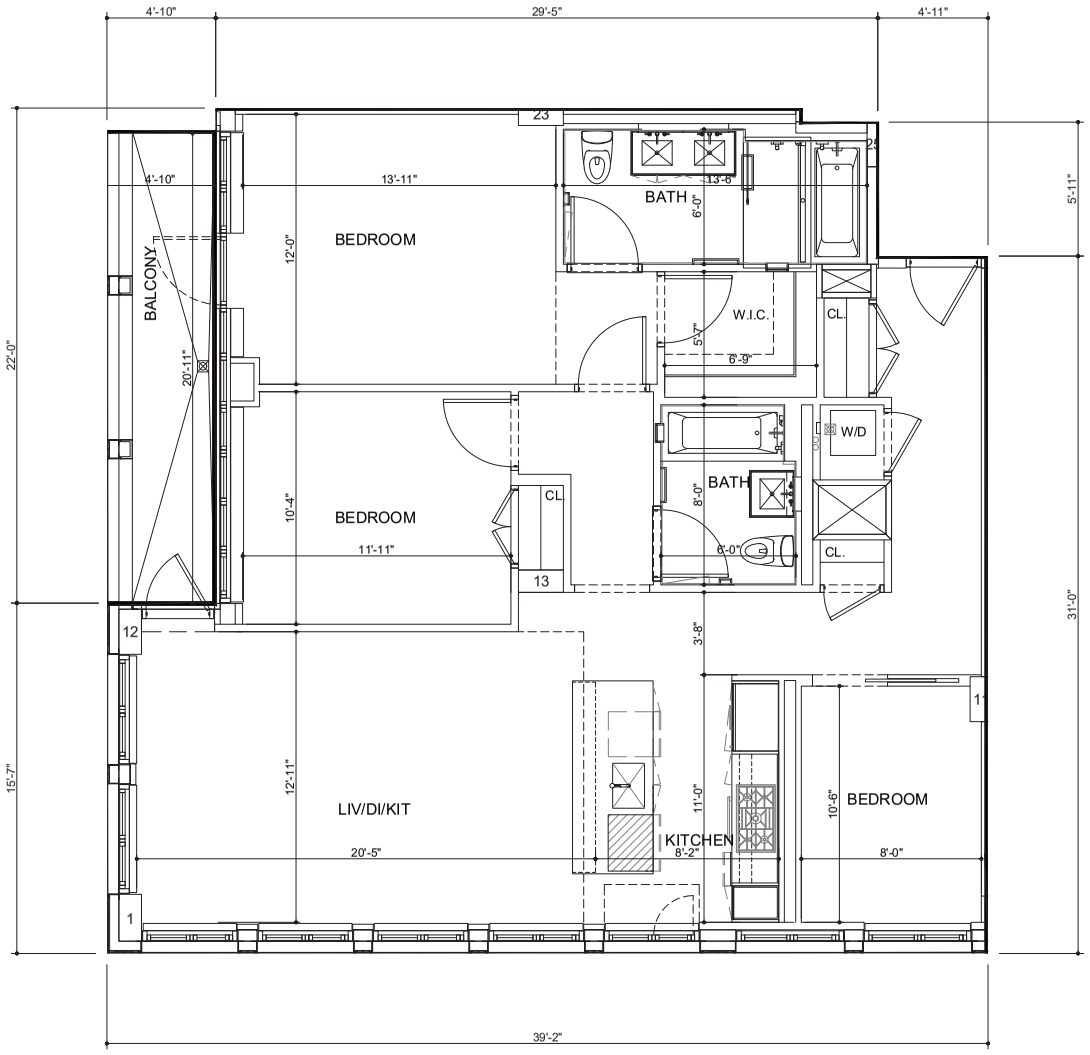
AREA = 650 S.F.

EXT. AREA = 43 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





355

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

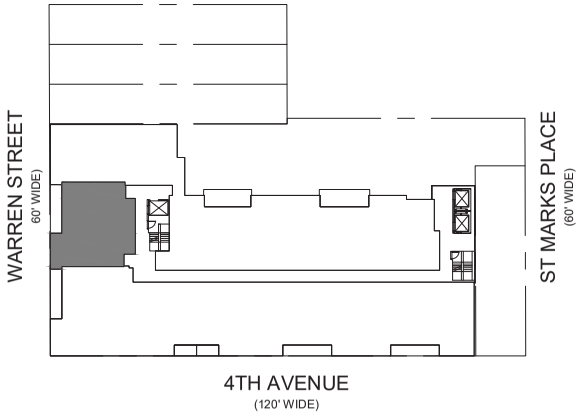
EIGHTH FL. UNIT 809 3 BED | 2 BATH | 0 P.R.

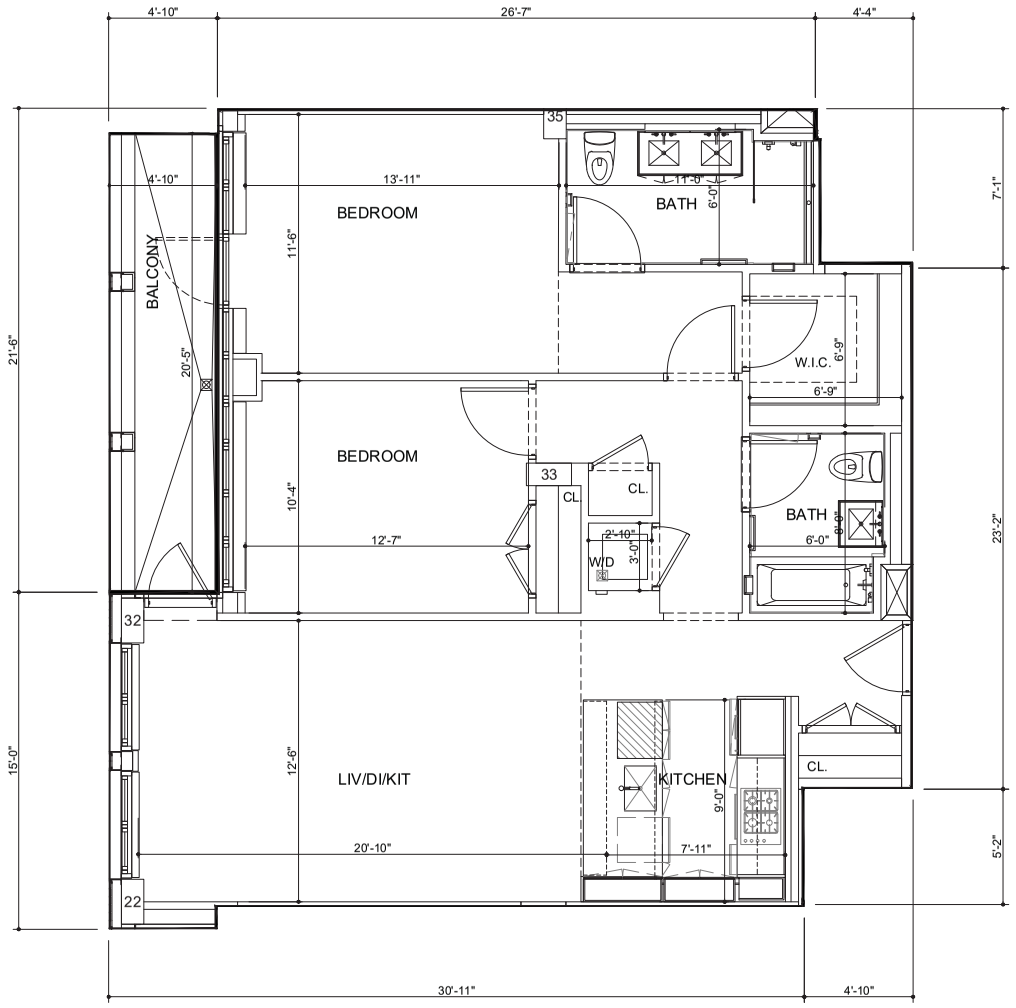
AREA = 1332 S.F.

EXT. AREA = 102 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





359

4TH AVENUE DEVELOPMENT OWNER LLC

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58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

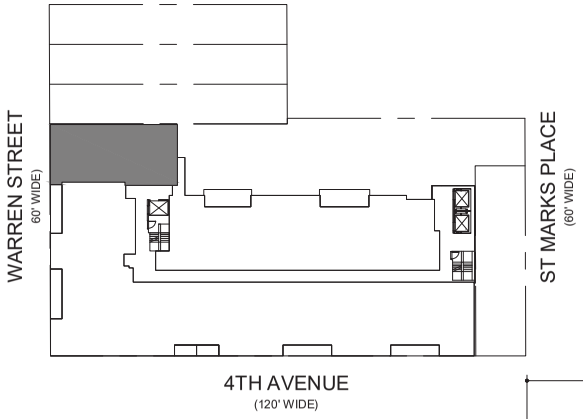
EIGHTH FL. UNIT 810 2 BED | 2 BATH | 0 P.R.

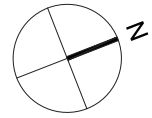
AREA = 1117 S.F.

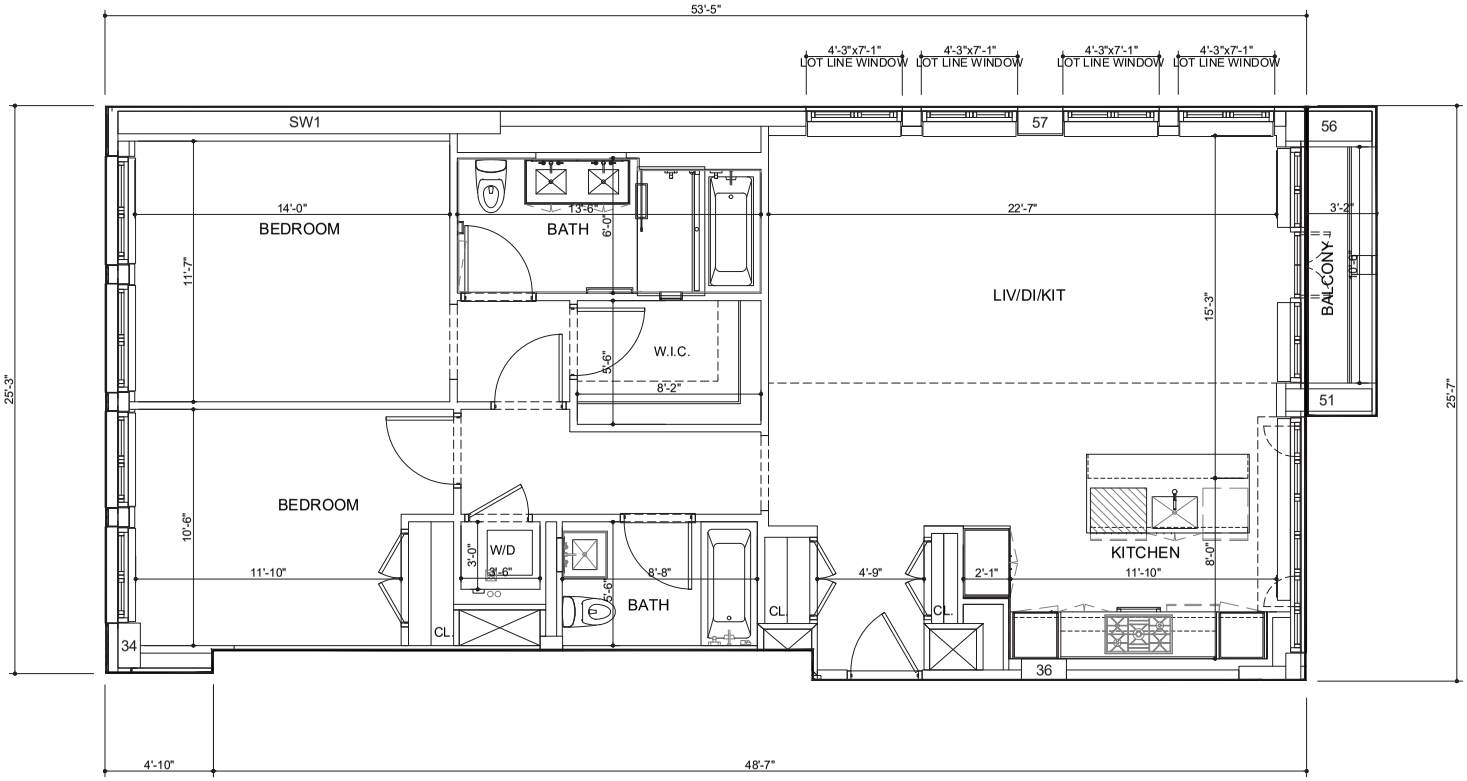
EXT. AREA = 99 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







357

4TH AVENUE DEVELOPMENT OWNER LLC

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58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

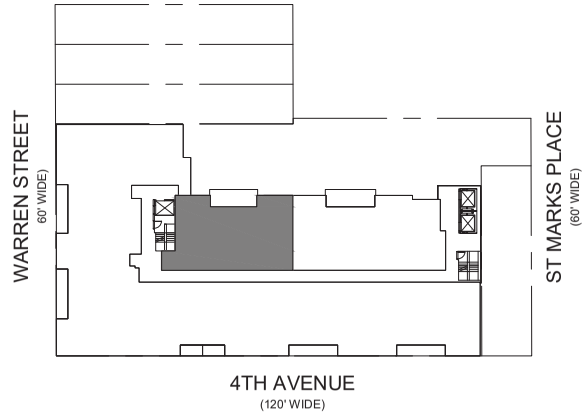
EIGHTH FL. UNIT 811 2 BED | 2 BATH | 0 P.R.

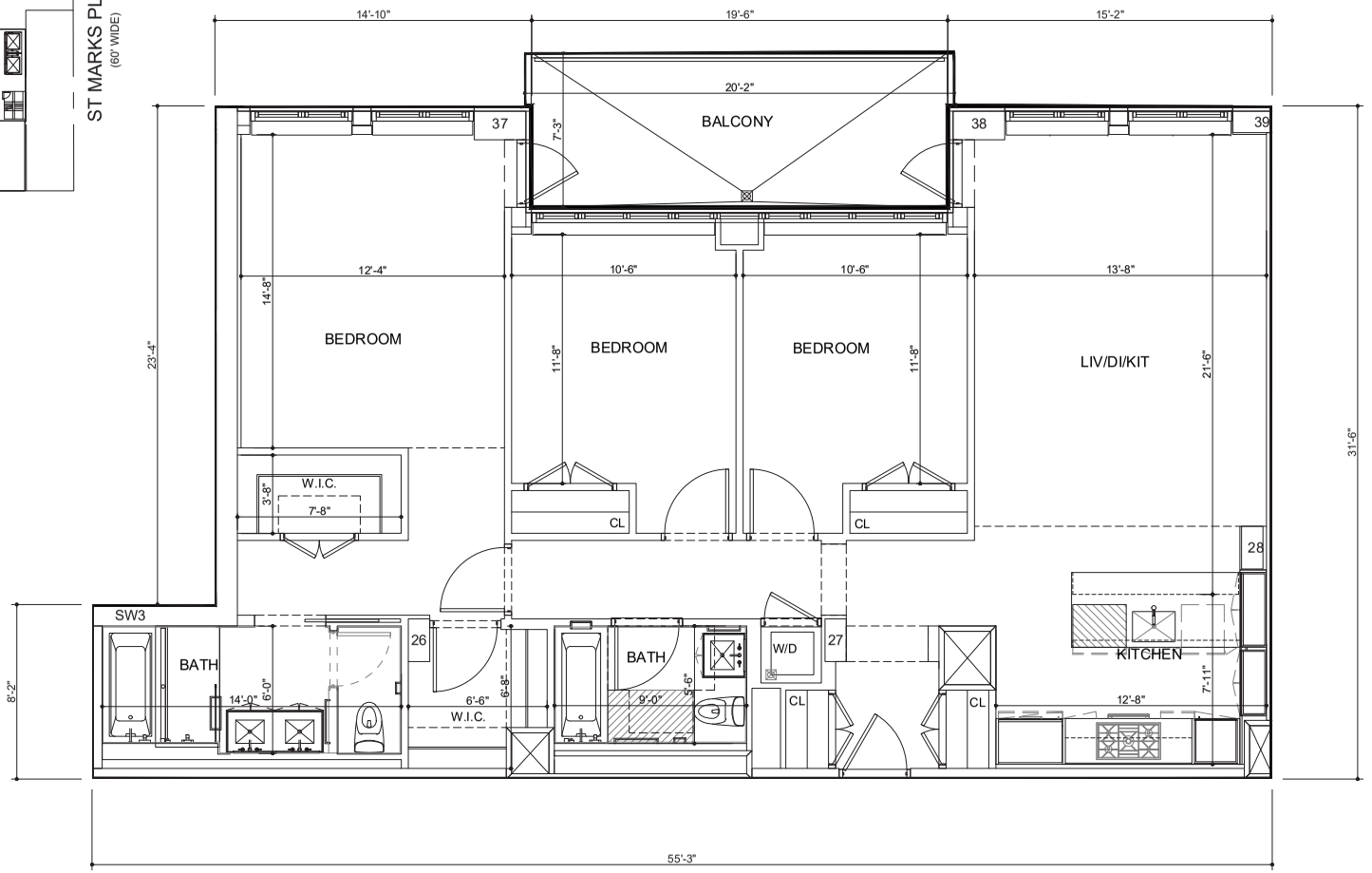
AREA = 1330 S.F.

EXT. AREA = 44 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





358

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

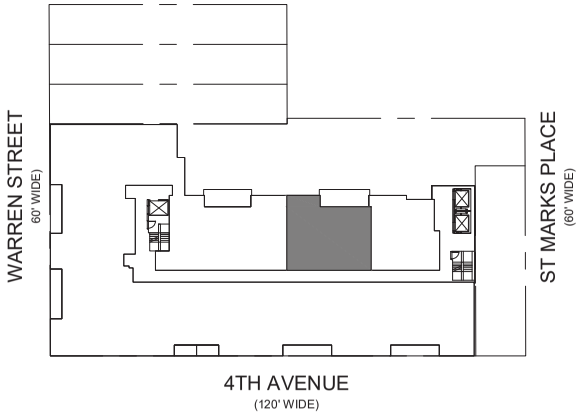
EIGHTH FL. UNIT 812 | 3 BED | 2 BATH | 0 P.R.

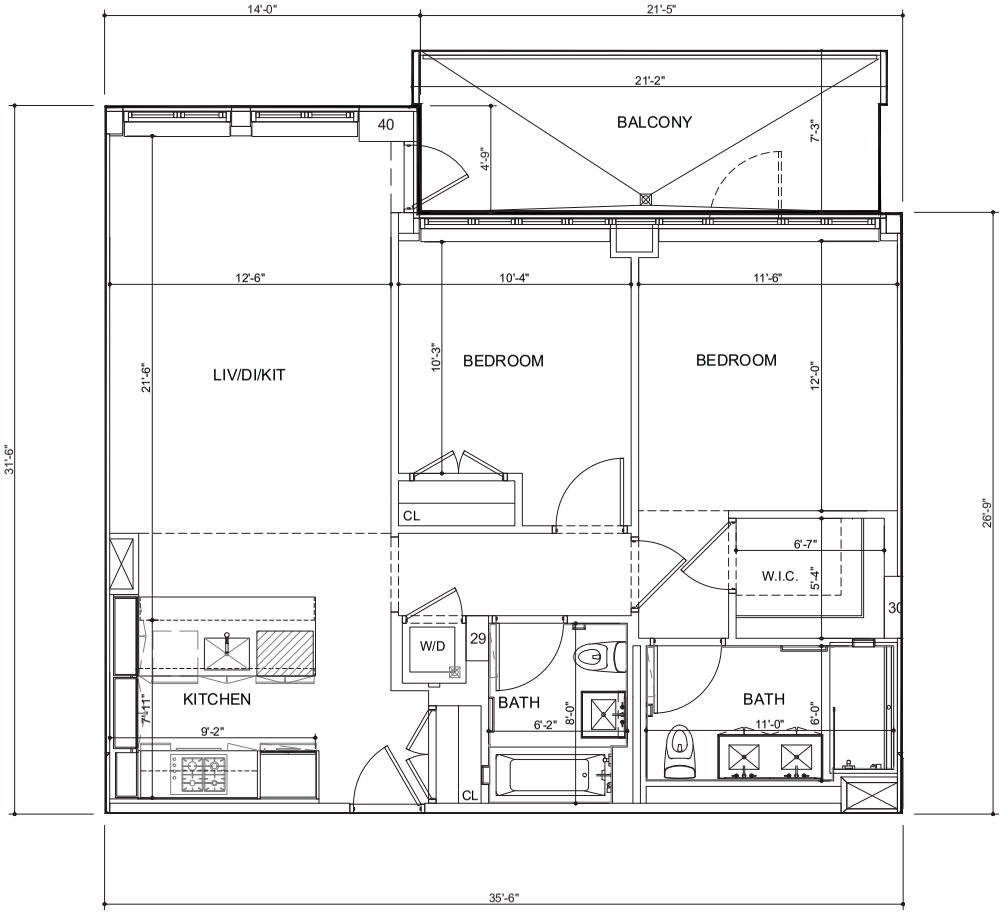
AREA = 1512 S.F.

EXT. AREA = 143 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





359

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

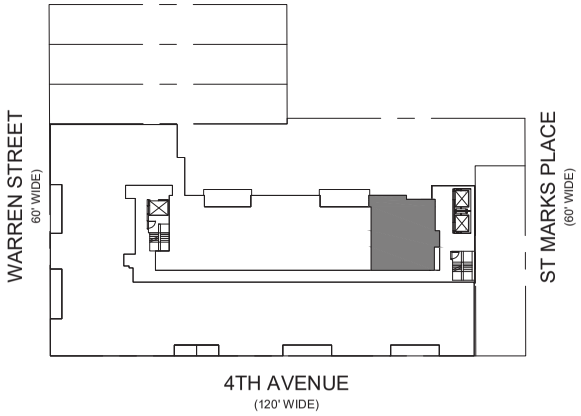
BRENT M. PORTER ARCHITECT & ASSOC.

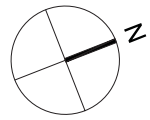
DATE: JULY 2020

EIGHTH FL.	UNIT	814	2 BED	2 BATH	0 P.R.
		AREA	=	1016 S.F.	
		EXT. AREA	=	150 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







360

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

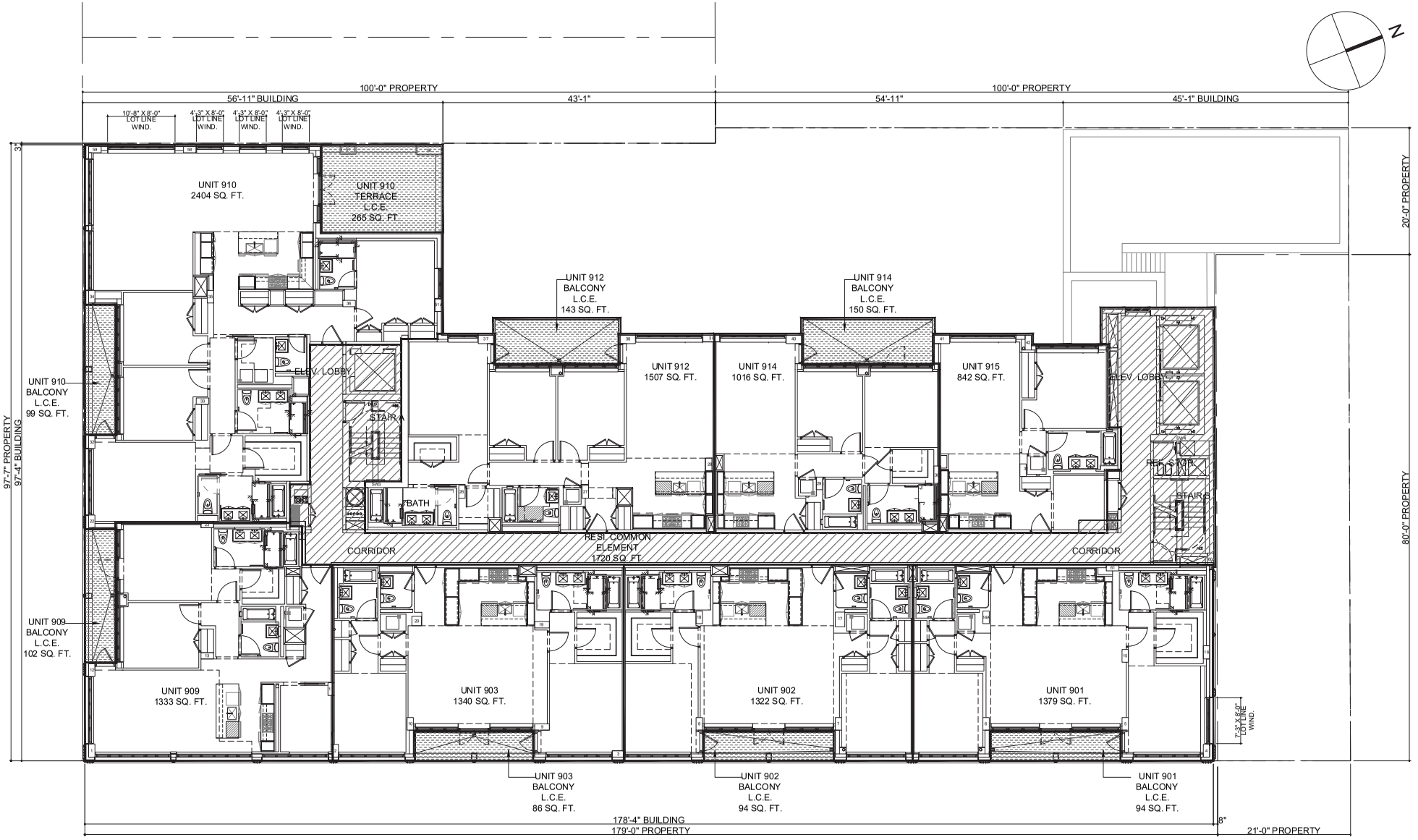
DATE: JULY 2020

EIGHTH FL.

UNIT	815	1 BED	1 BATH	0 P.R.
	AREA	=	842 S.F.	
	EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



361

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

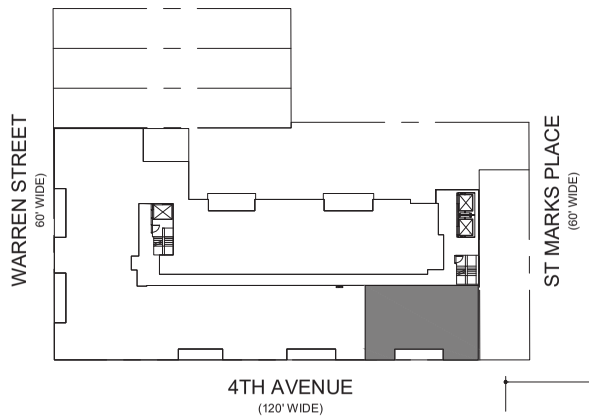
NINTH FLOOR

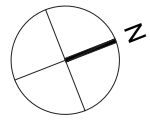
GROSS AREA (S.F.) = 12,863

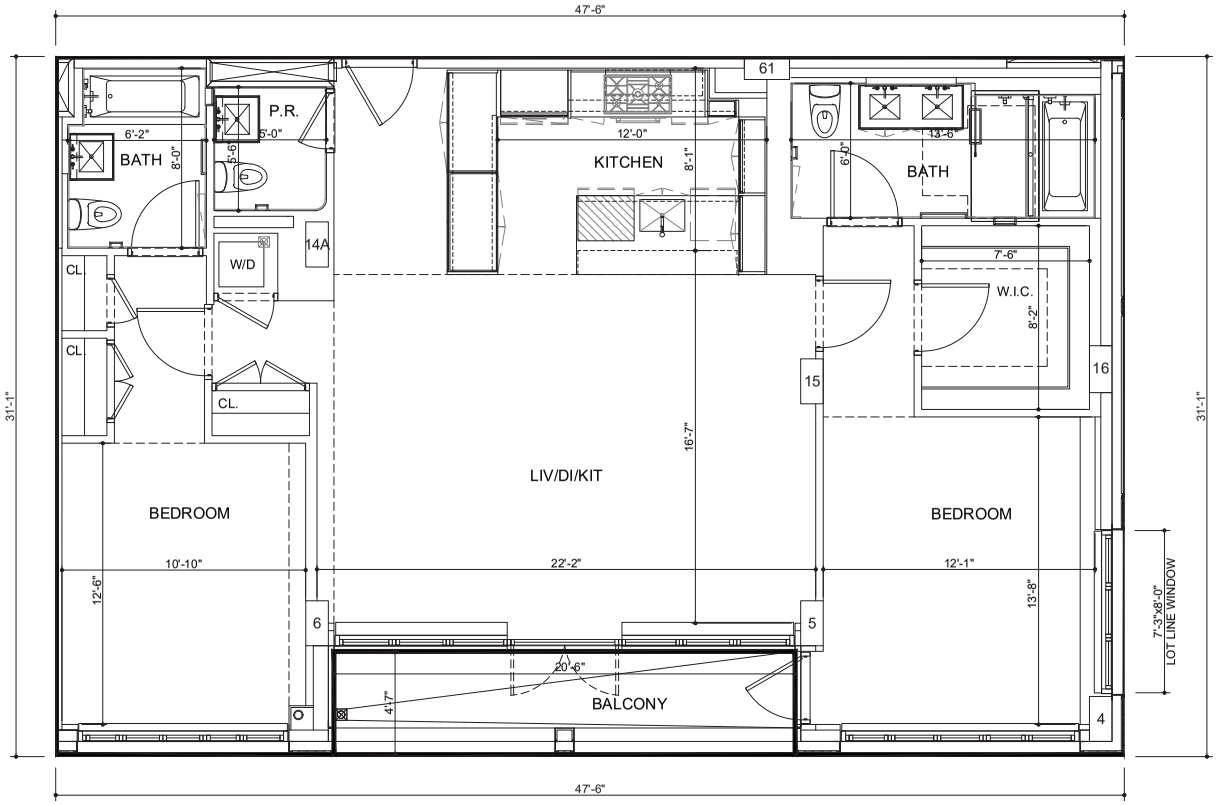
ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RESI COMMON ELEMENT = 1720 SQ. FT. LIMITED COMMON ELEMENT = 1033 S.F.

SCALE: 0' 8' 16' 24'







362

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

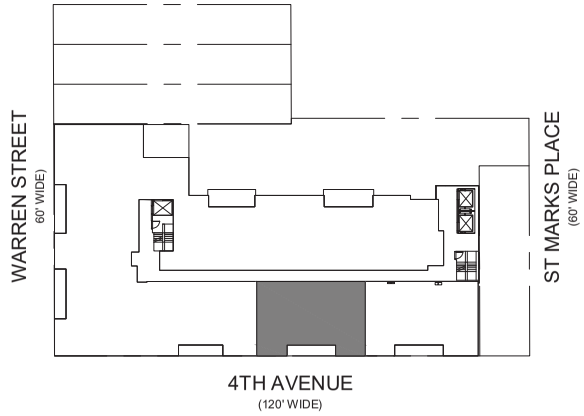
NINTH FL. UNIT 901 2 BED | 2 BATH | 1 P.R.

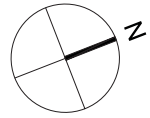
AREA = 1379 S.F.

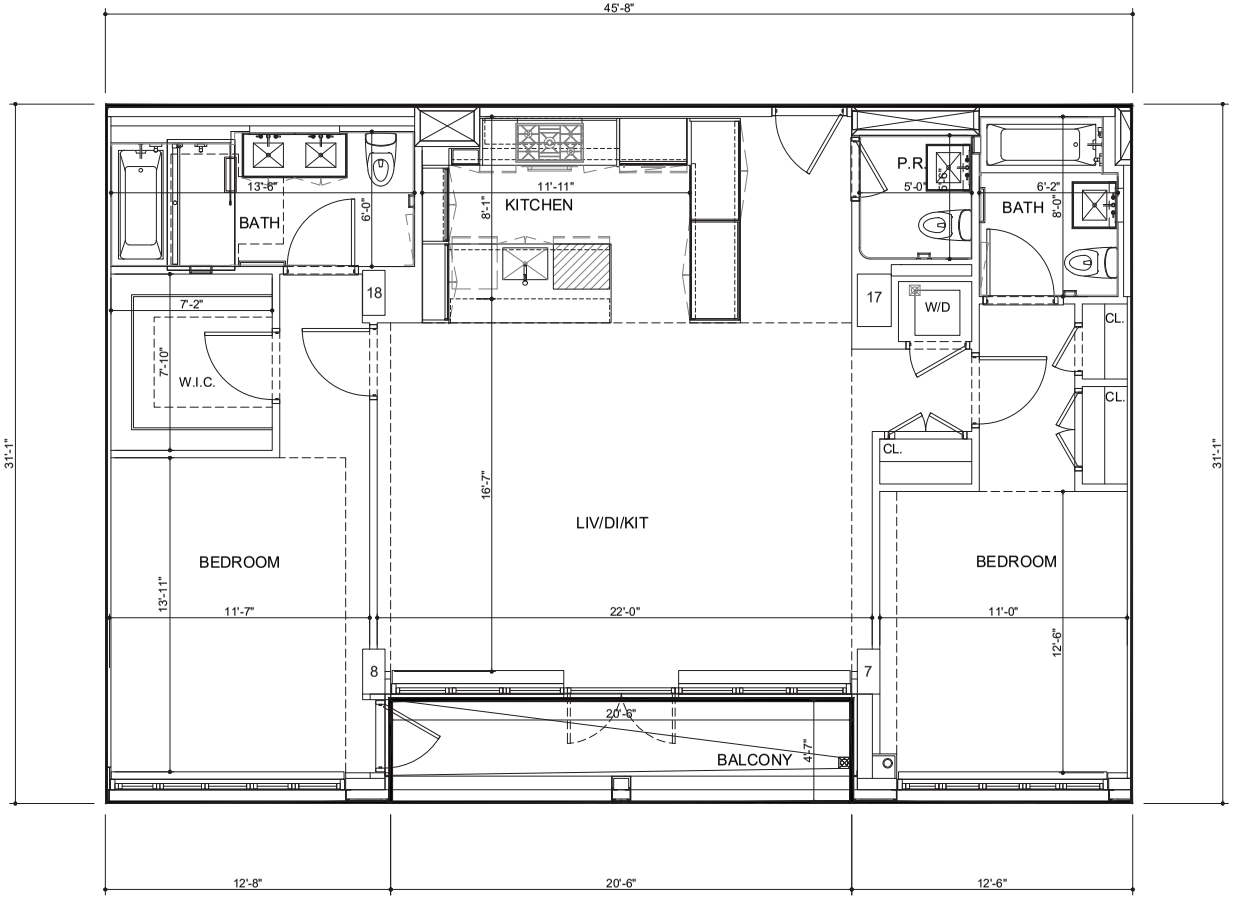
EXT. AREA = 94 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







363

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

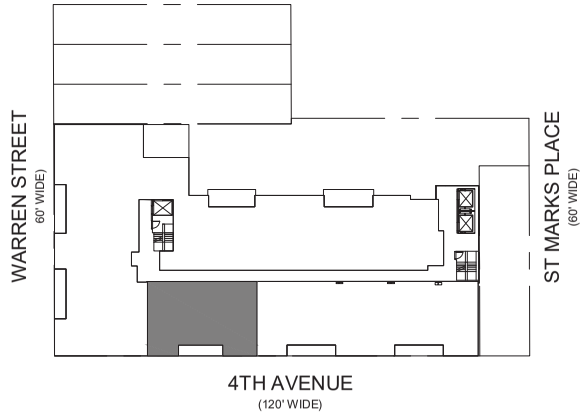
NINTH FL. UNIT 902 2 BED | 2 BATH | 1 P.R.

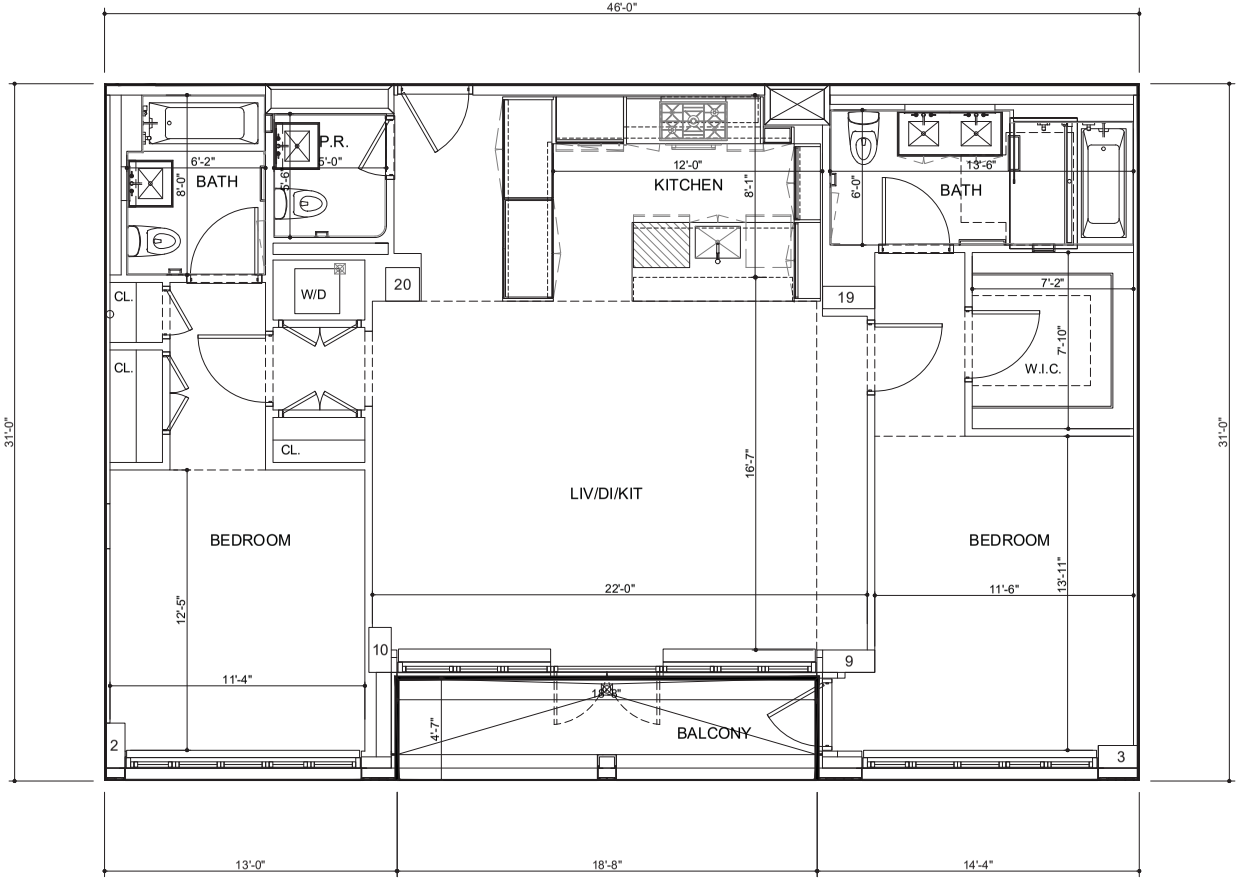
AREA = 1322 S.F.

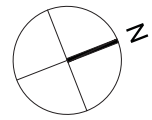
EXT. AREA = 94 S.F.

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364

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

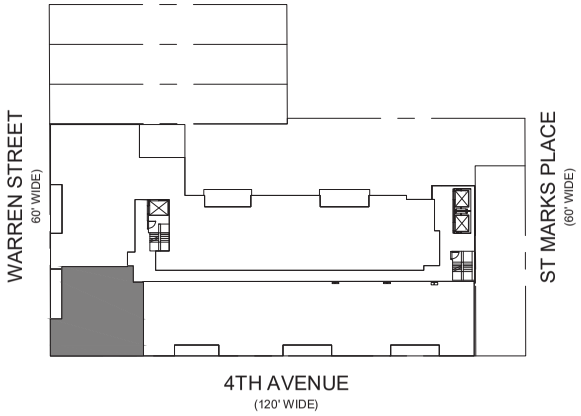
BRENT M. PORTER ARCHITECT & ASSOC.

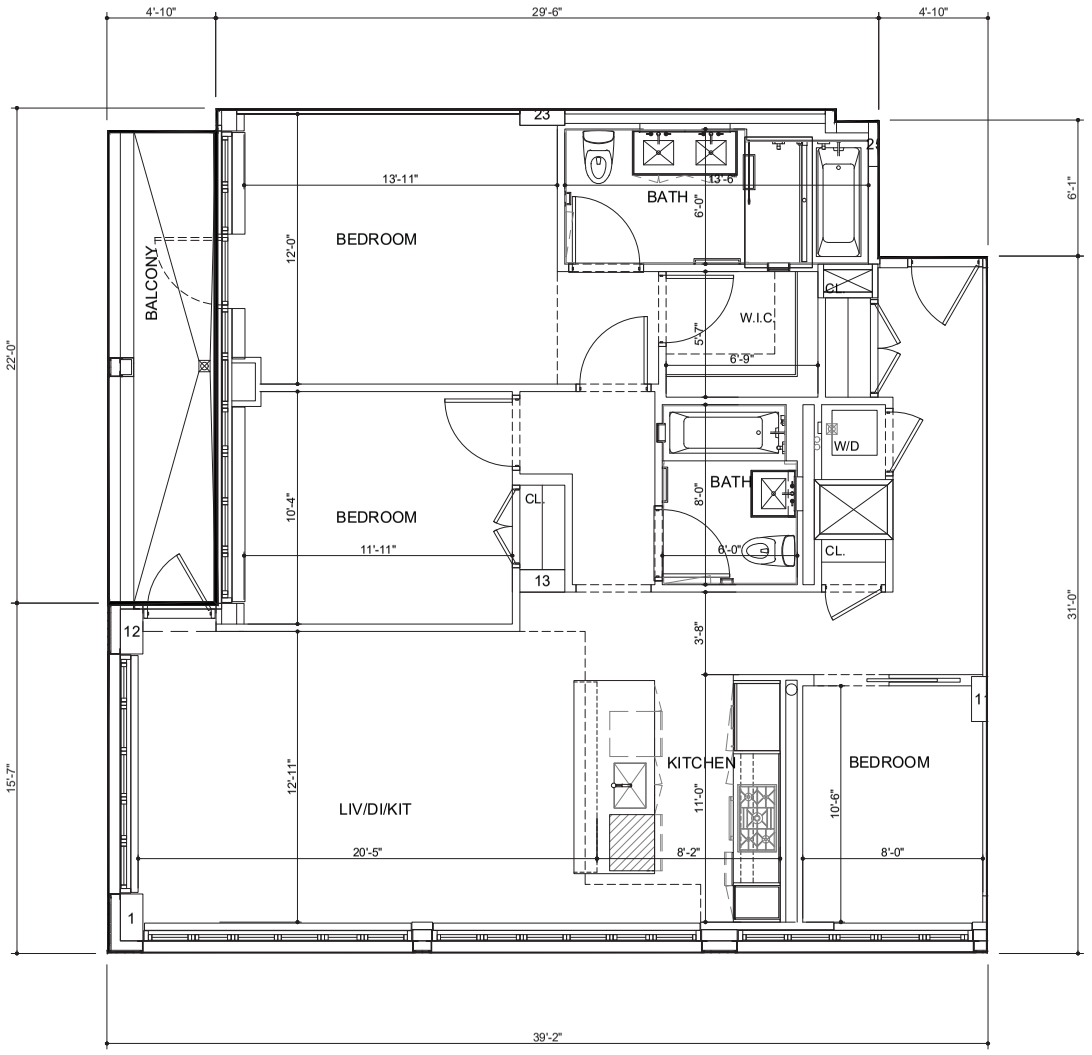
DATE: JULY 2020

NINTH FL.	UNIT	903	2 BED	2 BATH	1 P.R.
		AREA	=	1340 S.F.	
		EXT. AREA	=	86 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





365

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

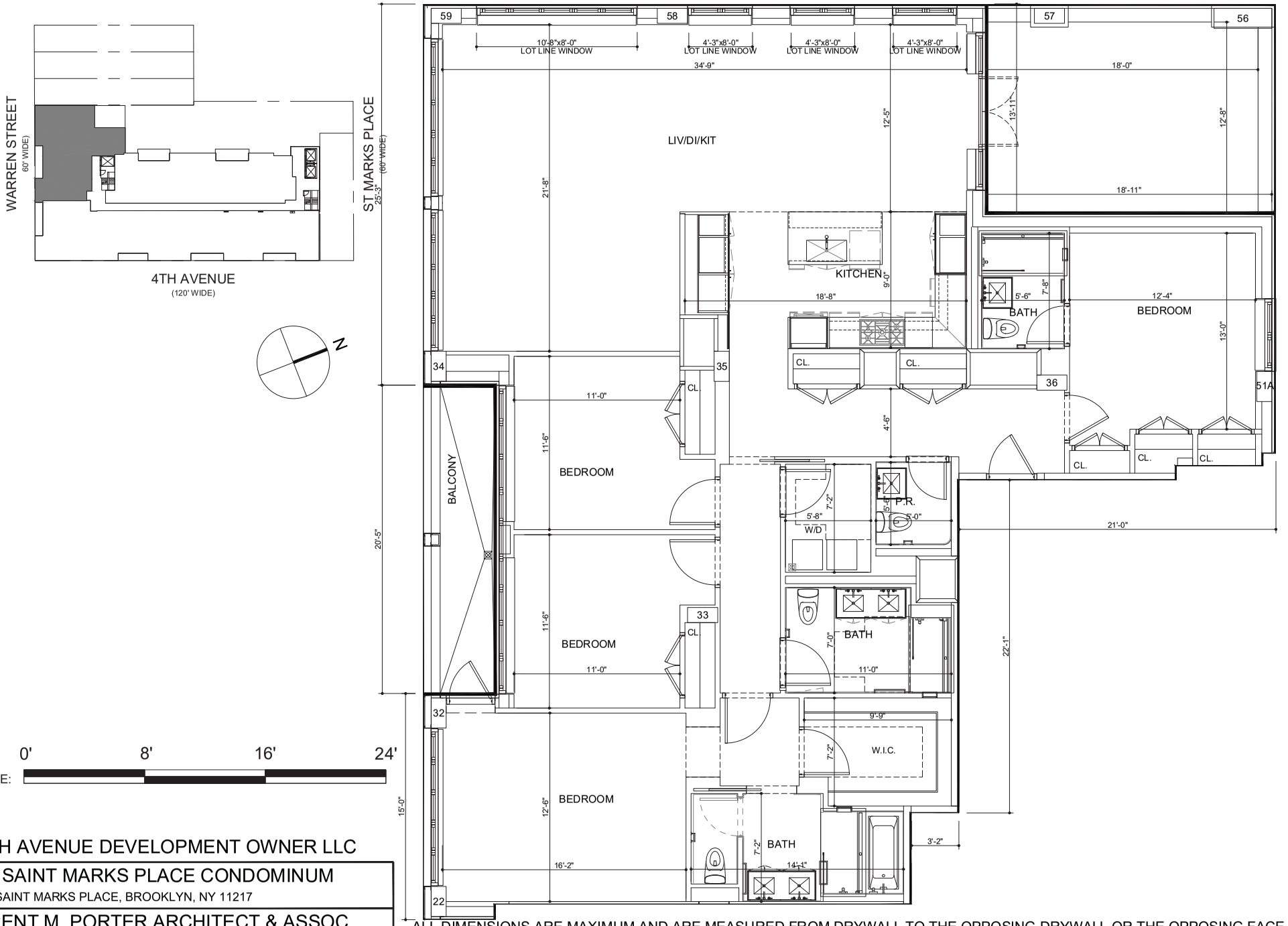
NINTH FL. UNIT 909 | 3 BED | 2 BATH | 0 P.R.

AREA = 1333 S.F.

EXT. AREA = 102 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

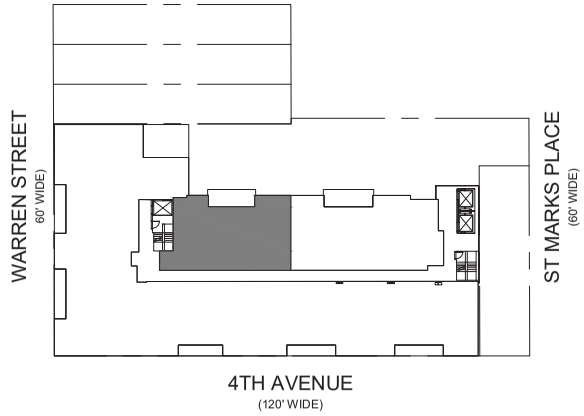
DATE: JULY 2020

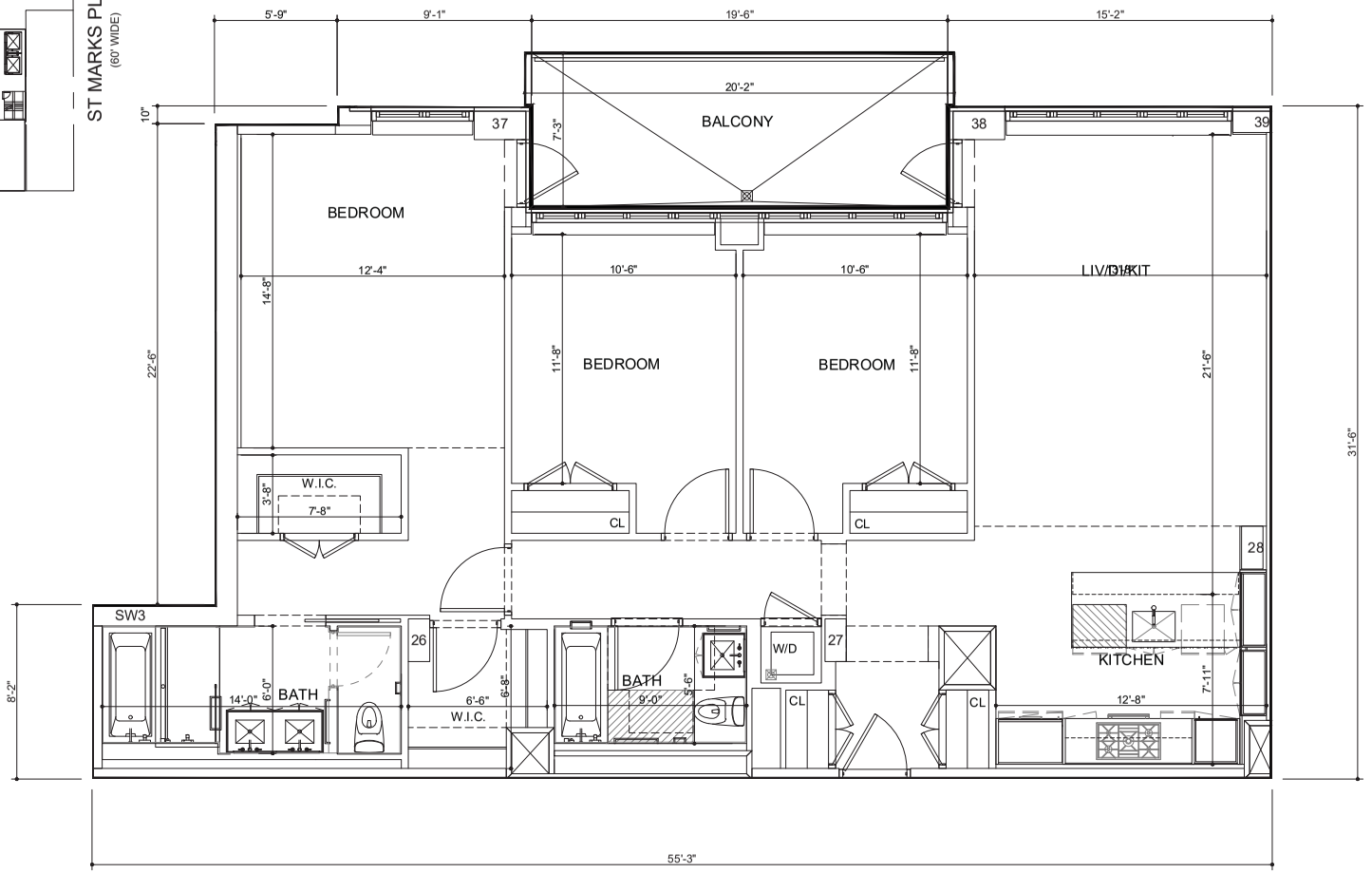
NINTH FL. UNIT 910 4 BED | 3 BATH | 1 P.R.

AREA = 2404 S.F.

EXT. AREA = 364 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.





367

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

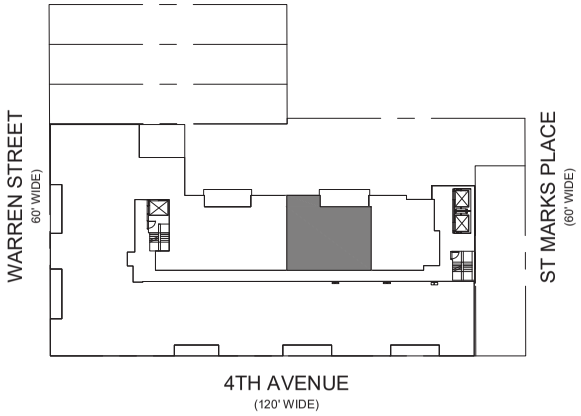
NINTH FL. UNIT 912 3 BED | 2 BATH | 0 P.R.

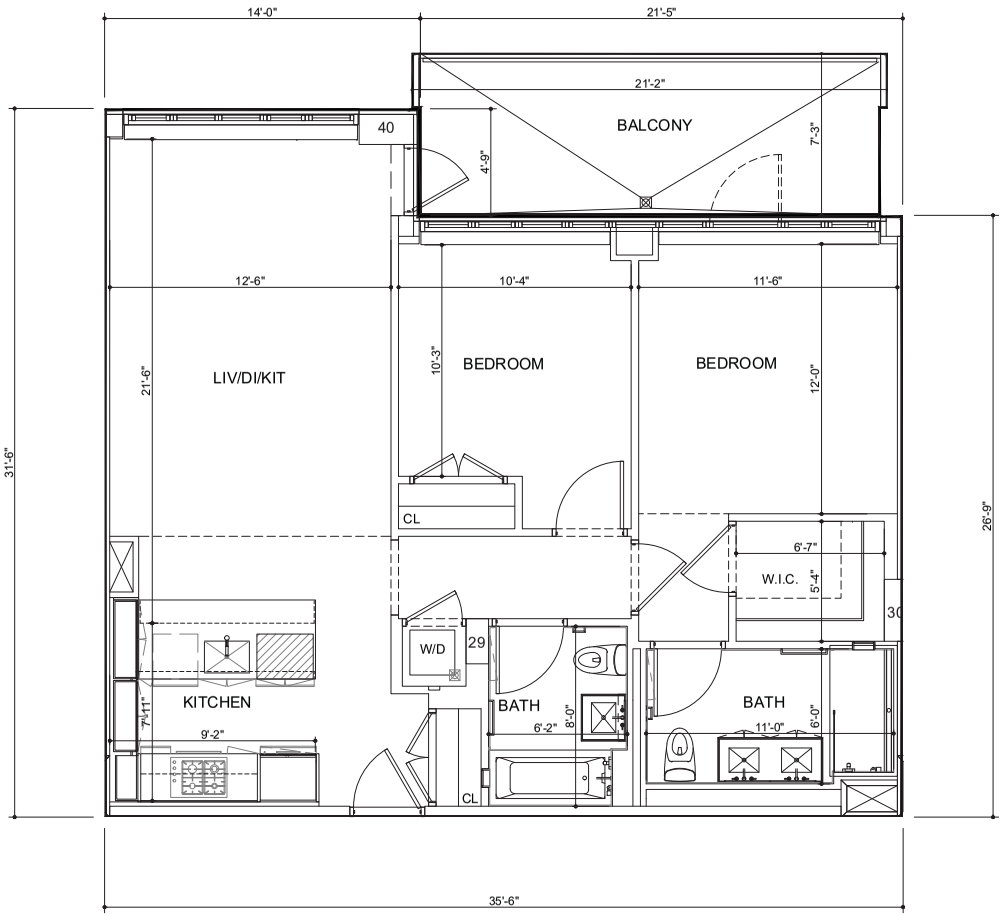
AREA = 1507 S.F.

EXT. AREA = 143 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

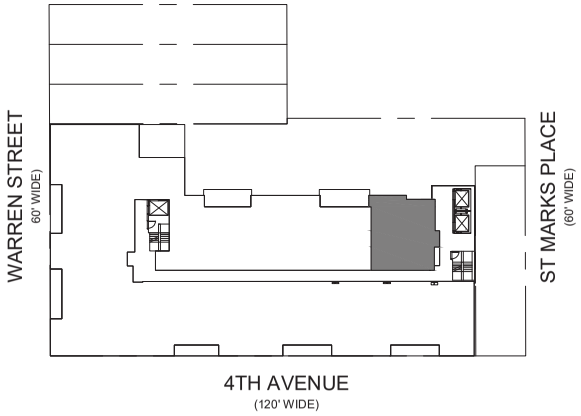
NINTH FL. UNIT 914 | 2 BED | 2 BATH | 0 P.R.

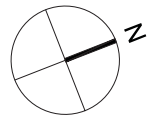
AREA = 1016 S.F.

EXT. AREA = 150 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







369

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

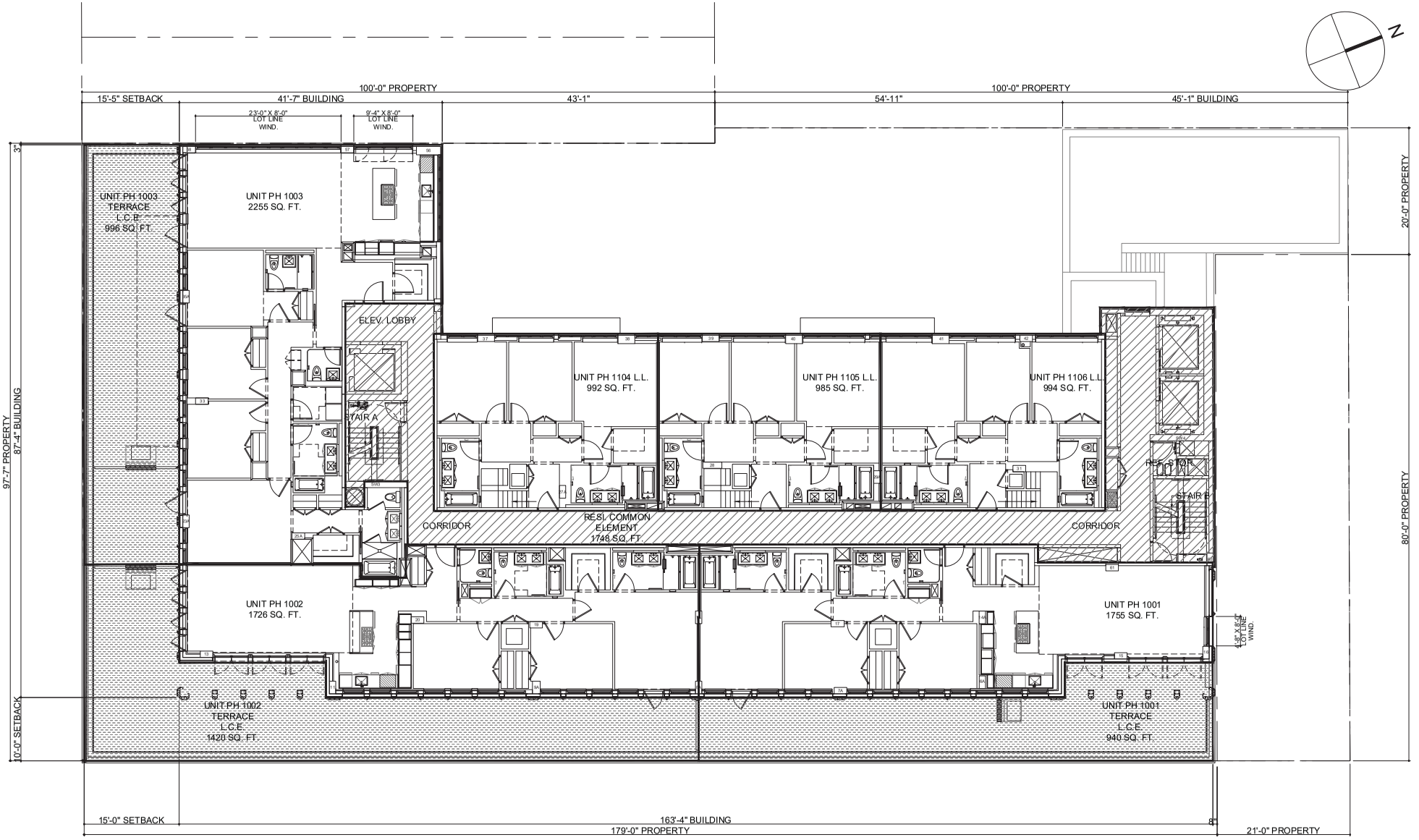
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

NINTH FL.	UNIT	915	1 BED	1 BATH	0 P.R.
		AREA	=	842 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



370

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

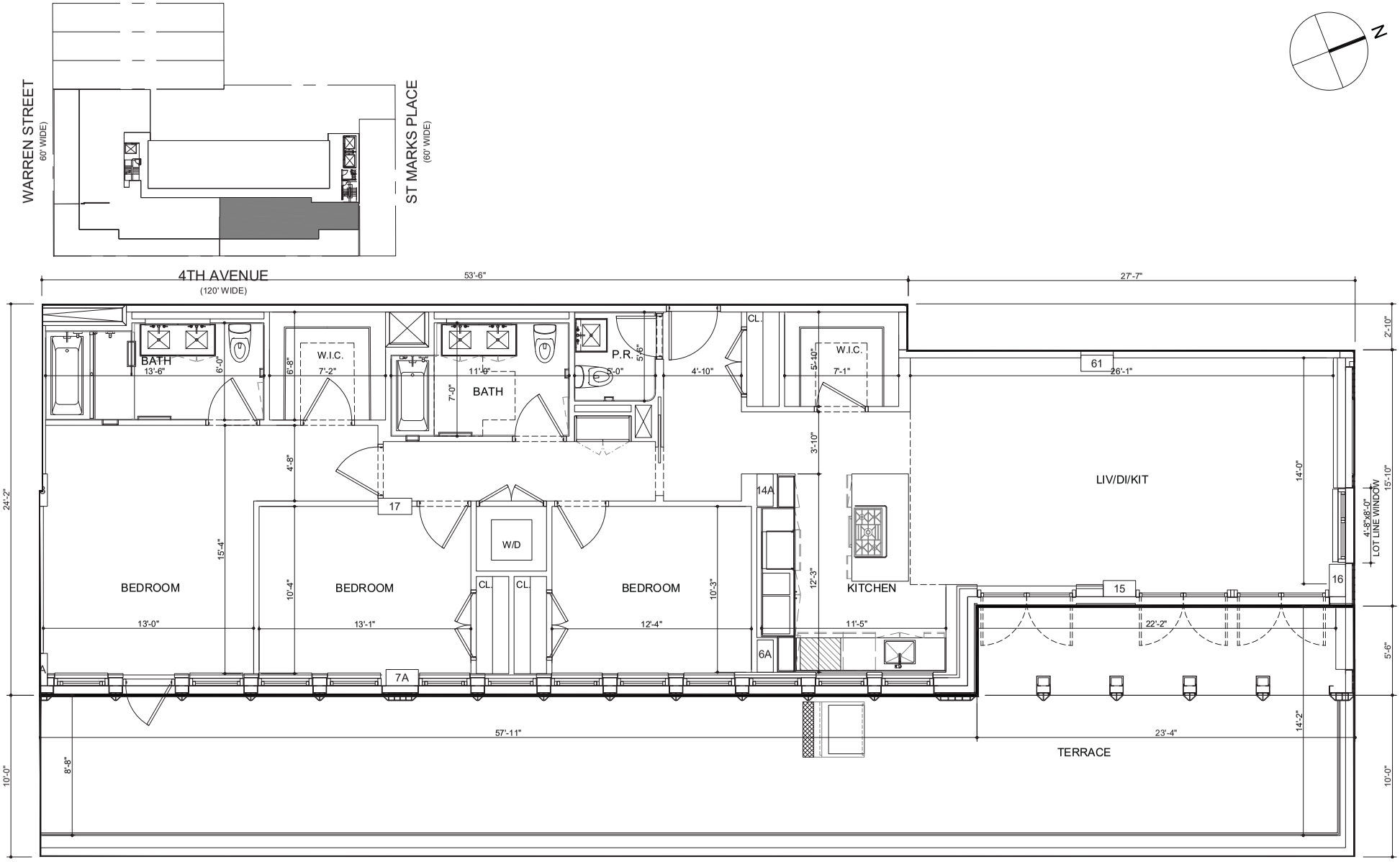
TENTH FLOOR

GROSS AREA (S.F.) = 10,455

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RESI COMMON ELEMENT = 1748 SQ. FT. LIMITED COMMON ELEMENT = 3356 S.F.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

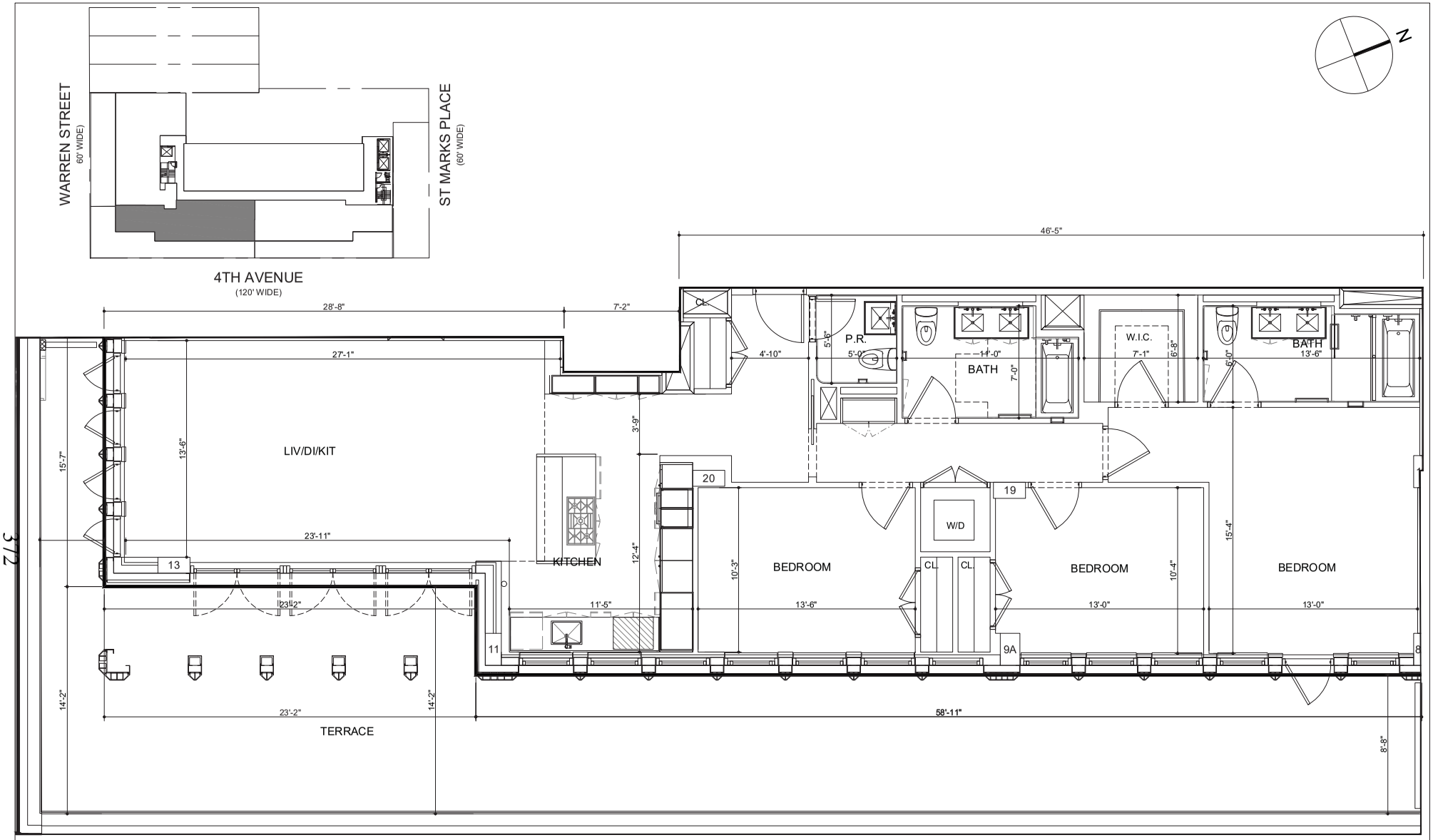
TENTH FL. UNIT PH 1001 | 3 BED | 2 BATH | 1 P.R.

AREA = 1755 S.F.

EXT. AREA = 940 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

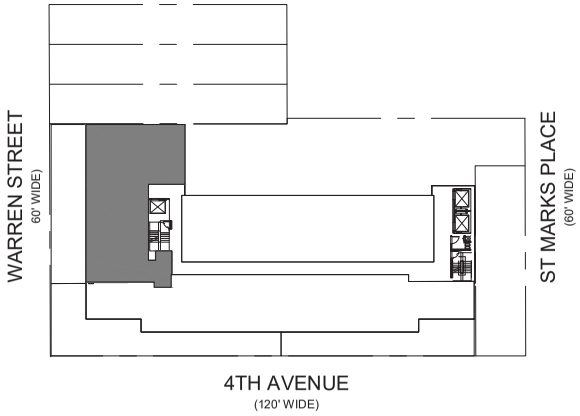
TENTH FL. UNIT PH 1002 | 3 BED | 2 BATH | 1 P.R.

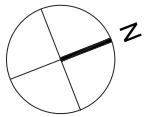
AREA = 1726 S.F.

EXT. AREA = 1420 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

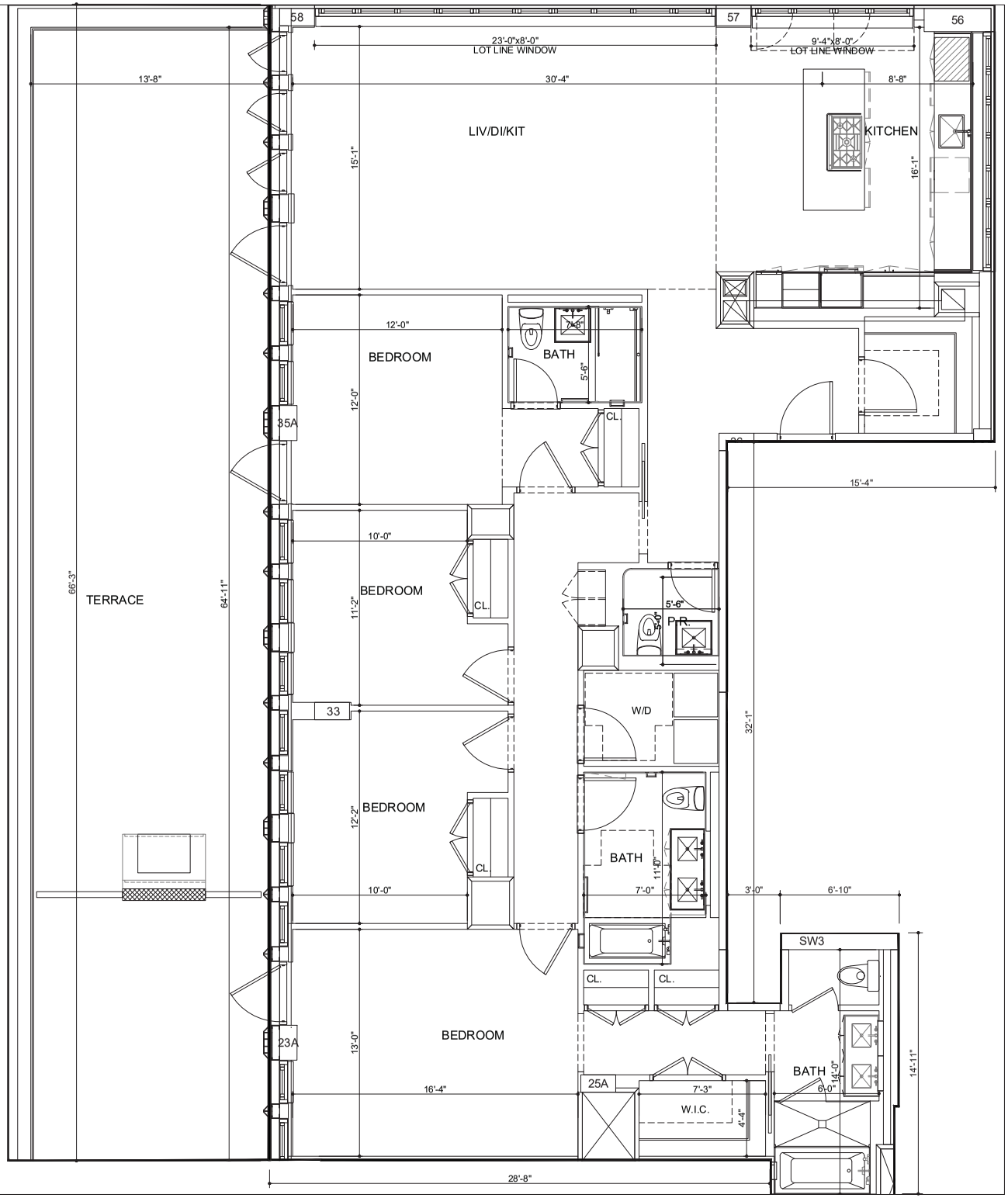
SCALE: 0' 8' 16' 24'





ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

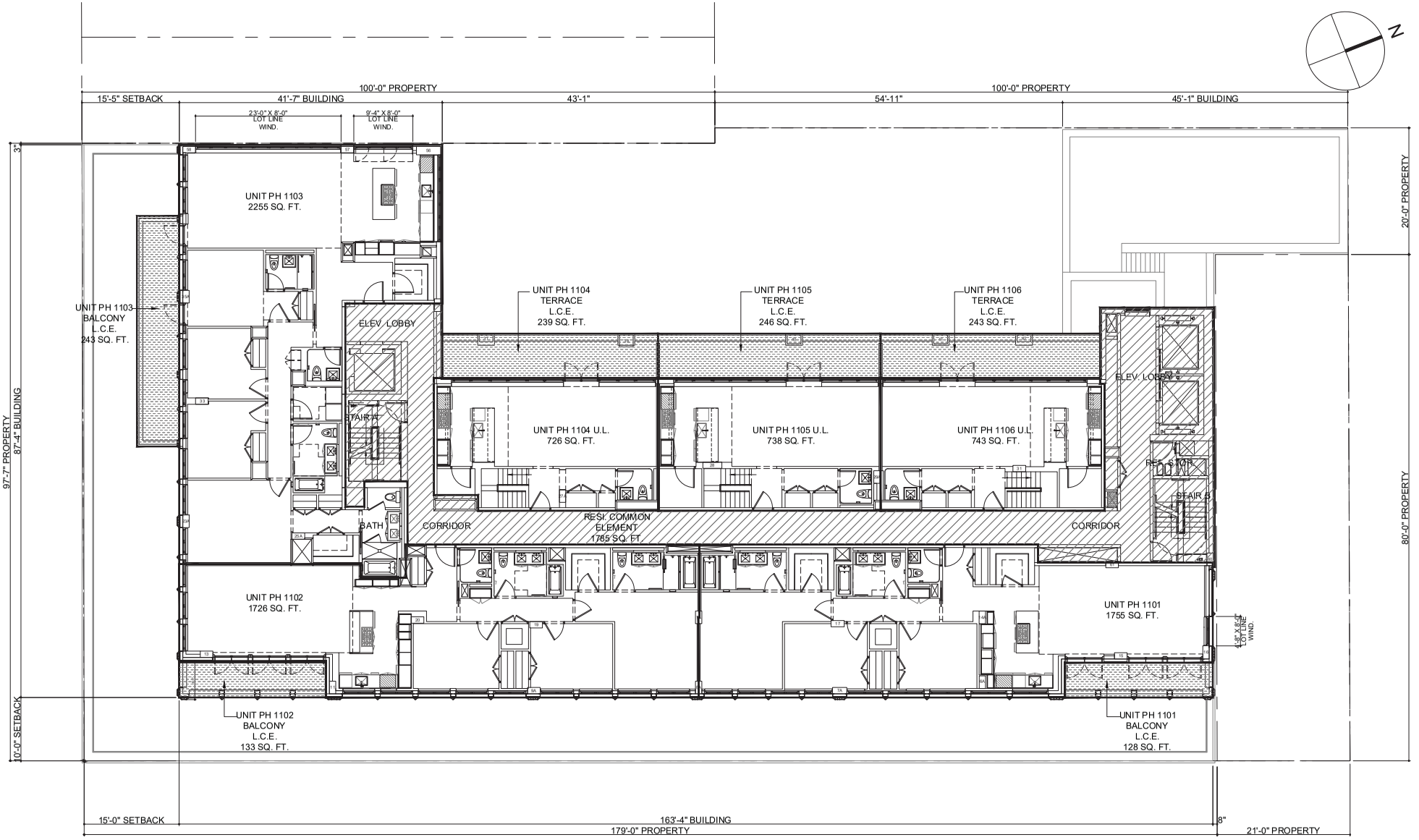
58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

TENTH FL.	UNIT PH 1003 4 BED	3 BATH	1 P.R.
	AREA =	2255 S.F.	
	EXT. AREA =	996 S.F.	



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4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

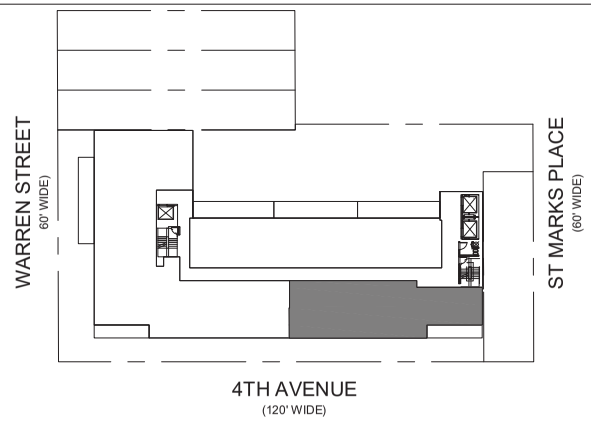
ELEVENTH FLOOR

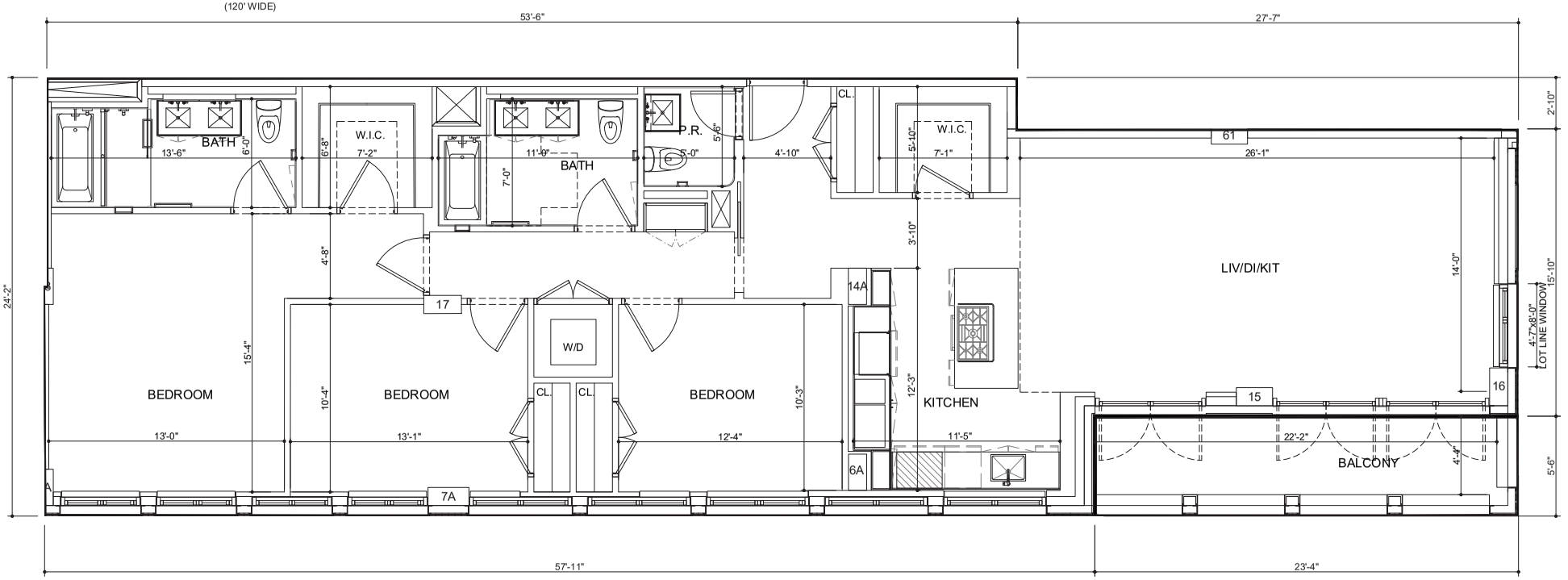
GROSS AREA (S.F.) = 9,728

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RESI COMMON ELEMENT = 1785 SQ. FT. LIMITED COMMON ELEMENT = 1232 S.F.

SCALE: 0' 8' 16' 24'





375

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

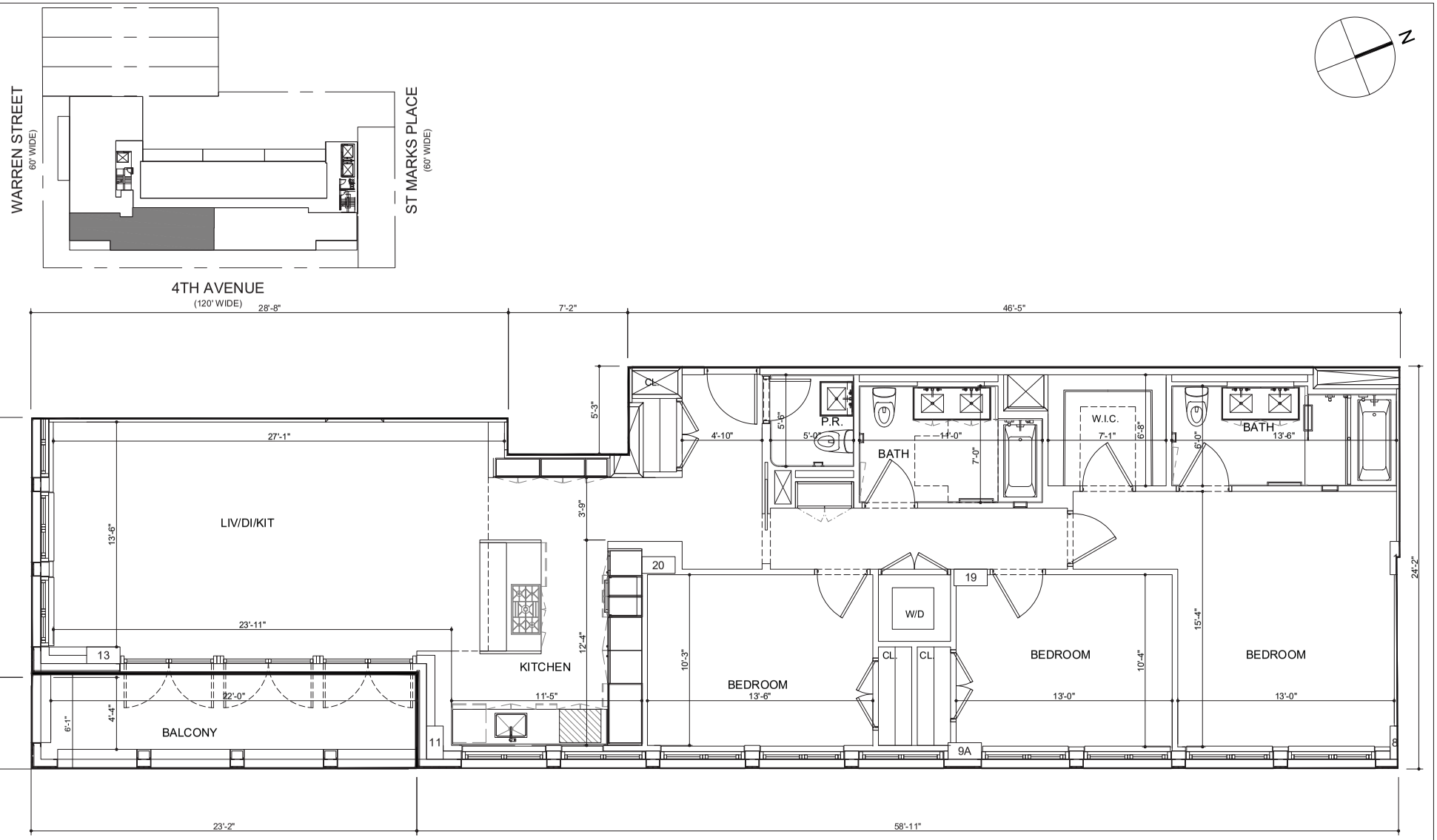
ELEVENTH FL. UNIT PH 1101 3 BED | 2 BATH | 1 P.R.

AREA = 1755 S.F.

EXT. AREA = 128 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



376

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

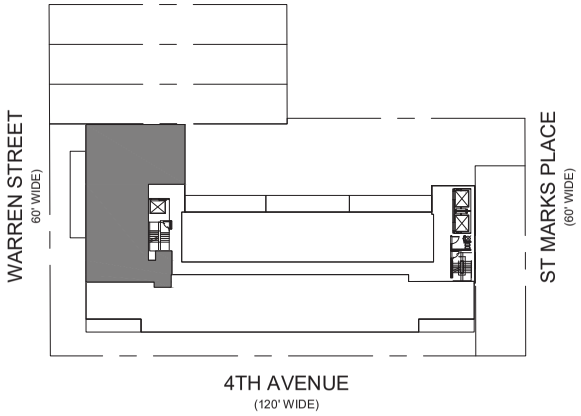
ELEVENTH FL. UNIT PH 1102 | 3 BED | 2 BATH | 1 P.R.

AREA = 1726 S.F.

EXT. AREA = 133 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

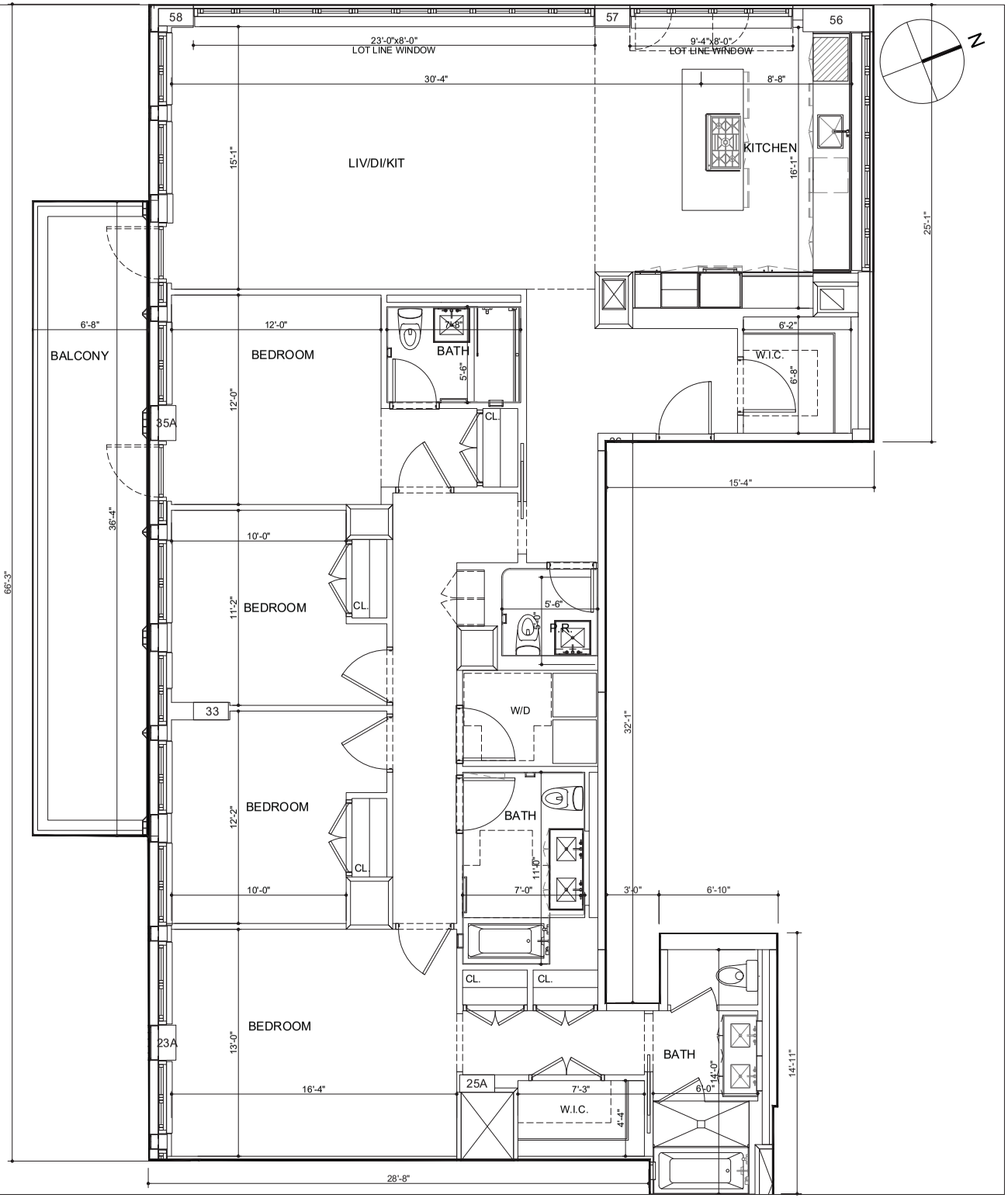
SCALE: 0' 8' 16' 24'



377

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

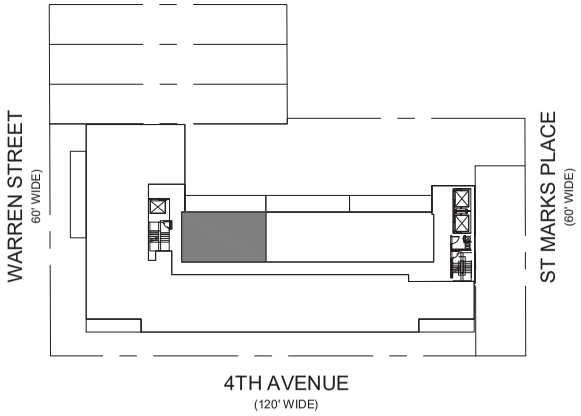
BRENT M. PORTER ARCHITECT & ASSOC.

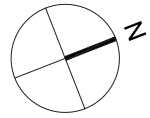
DATE: JULY 2020

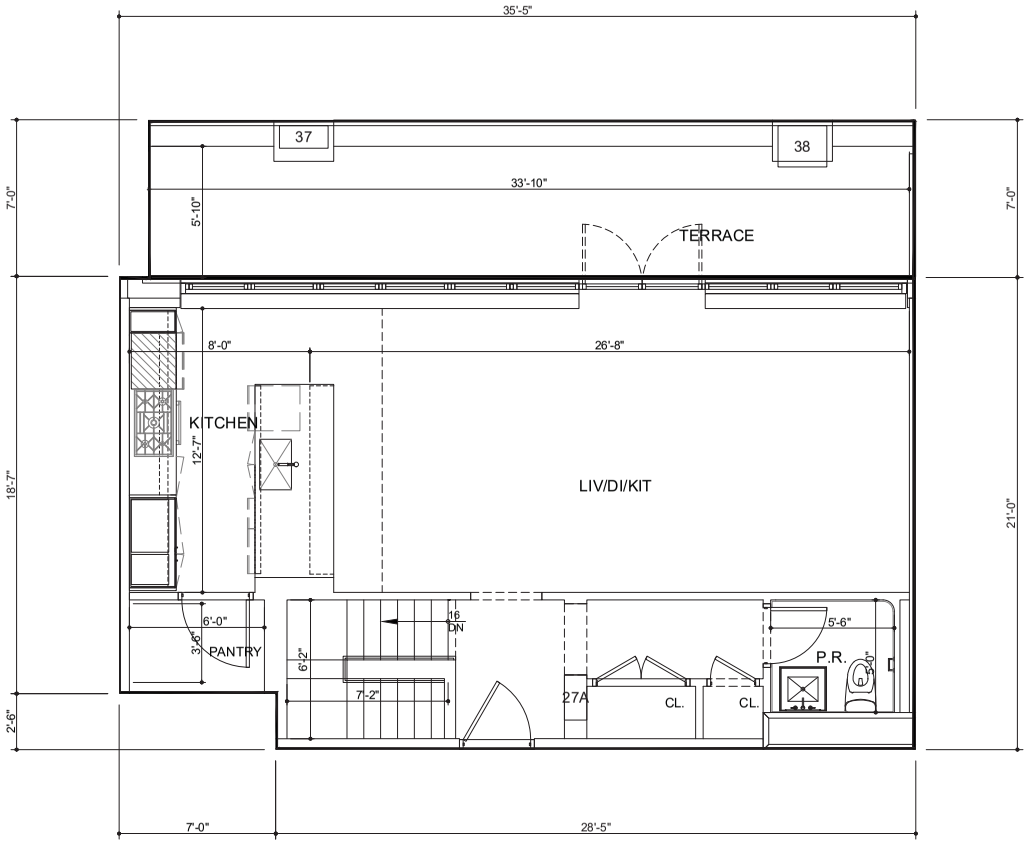
ELEVENTH FL. UNIT PH 1103 4 BED | 3 BATH | 1 P.R.

AREA = 2255 S.F.

EXT. AREA = 243 S.F.







4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

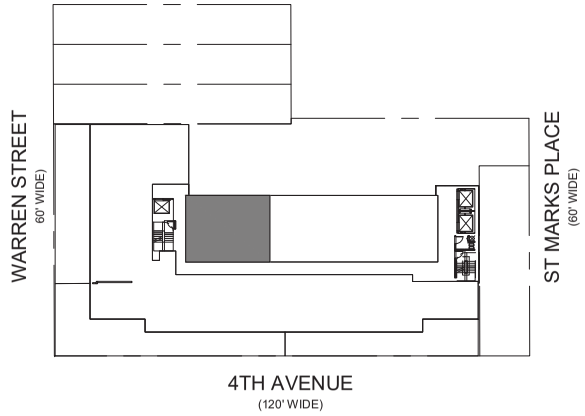
BRENT M. PORTER ARCHITECT & ASSOC.

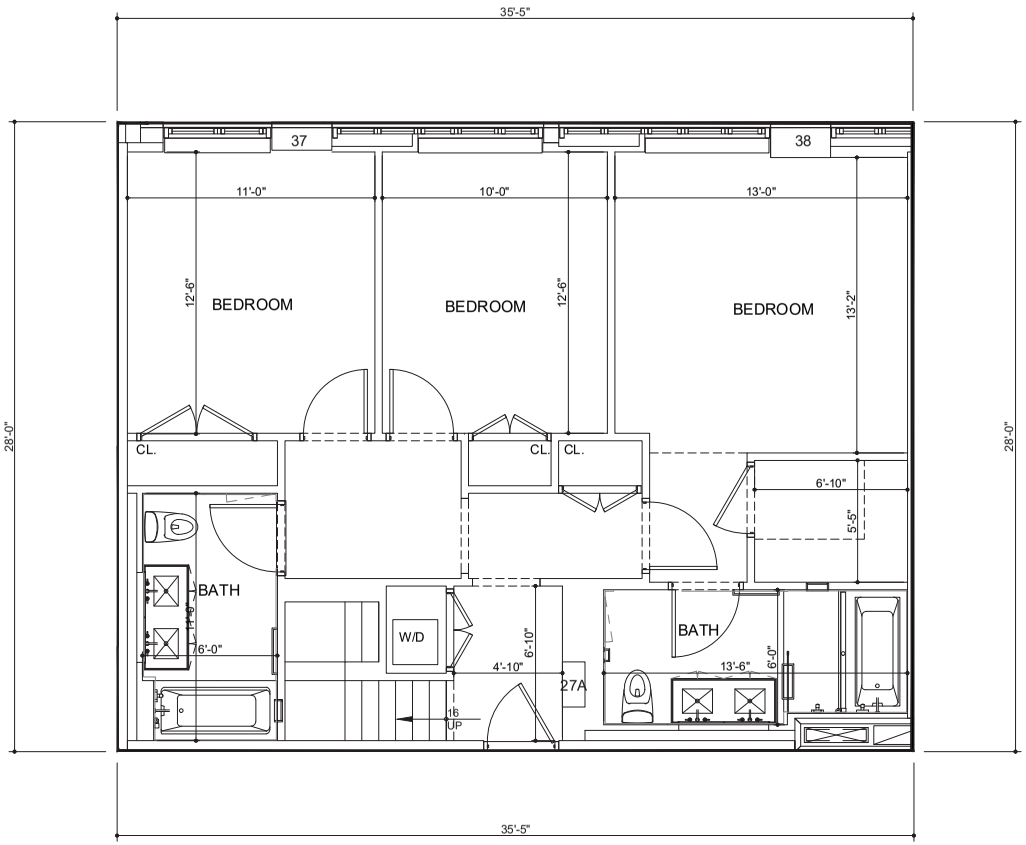
DATE: JULY 2020

ELEVENTH FL.	UNIT PH 1104	0 BED	0 BATH	1 P.R.
	U.L. AREA	=	726 S.F.	
	EXT. AREA	=	239 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





379

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

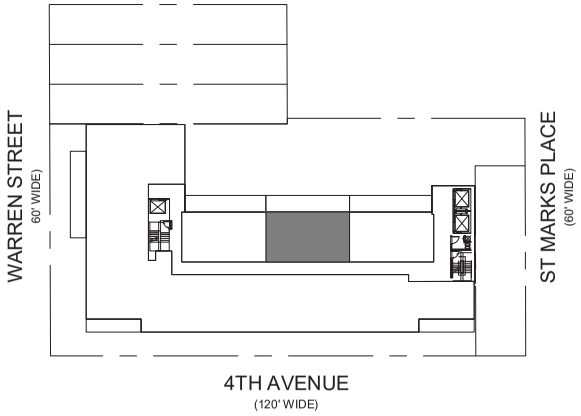
BRENT M. PORTER ARCHITECT & ASSOC.

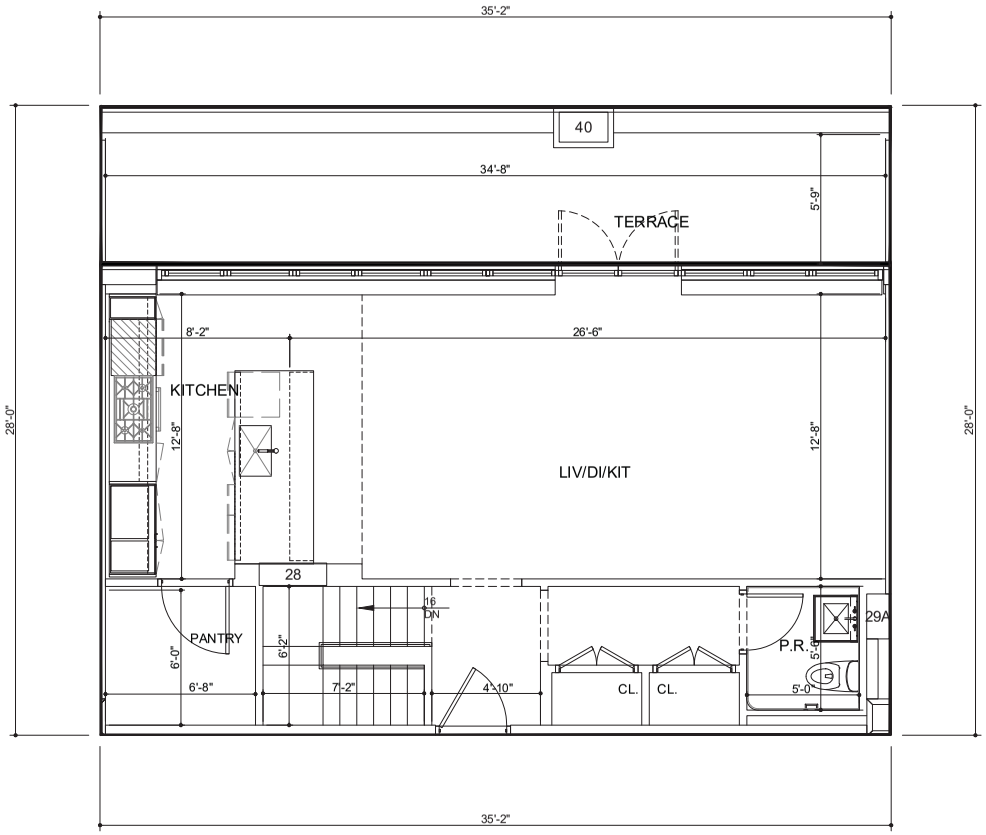
DATE: JULY 2020

TENTH FL.	UNIT PH 1104	3 BED	2 BATH	0 P.R.
	L.L. AREA	=	992 S.F.	
	EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





380

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

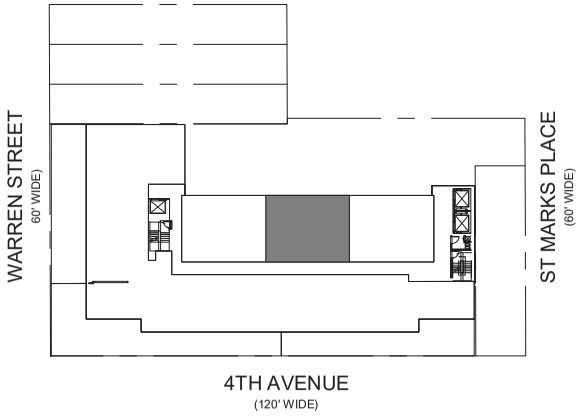
ELEVENTH FL. UNIT PH 1105 | 0 BED | 0 BATH | 1 P.R.

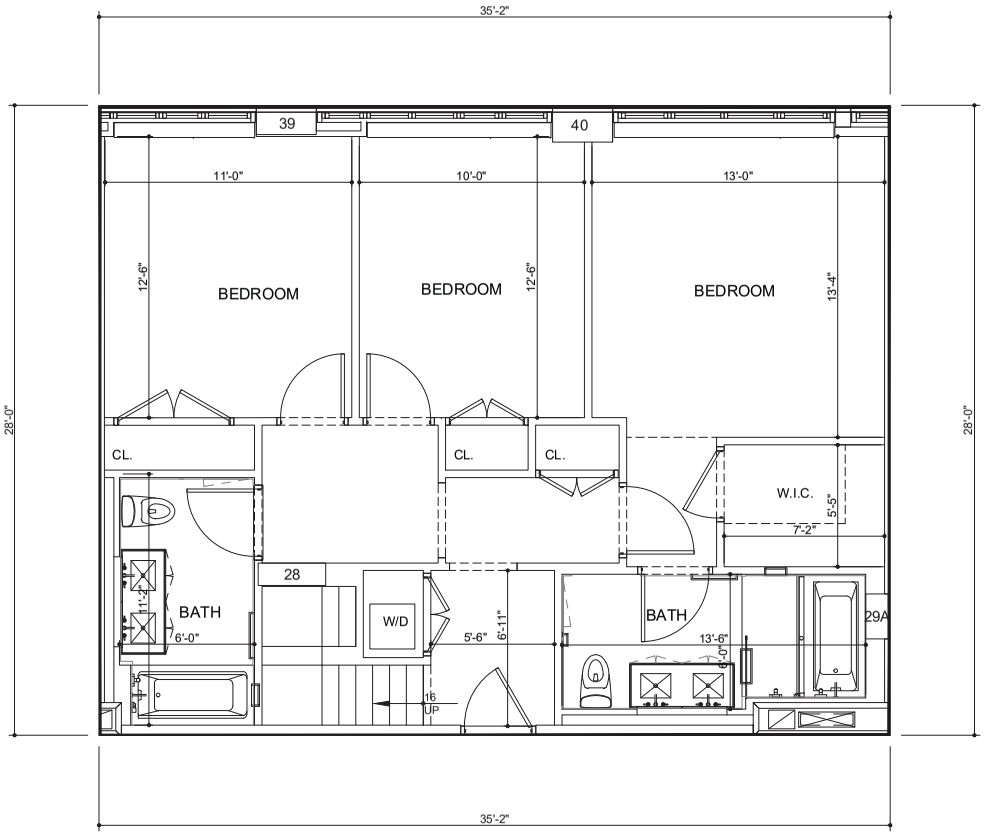
U.L. AREA = 738 S.F.

EXT. AREA = 246 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

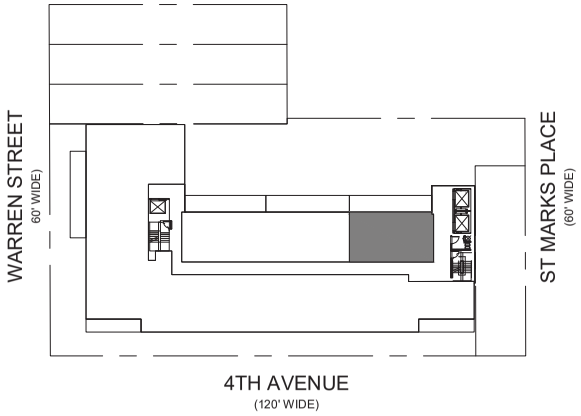
BRENT M. PORTER ARCHITECT & ASSOC.

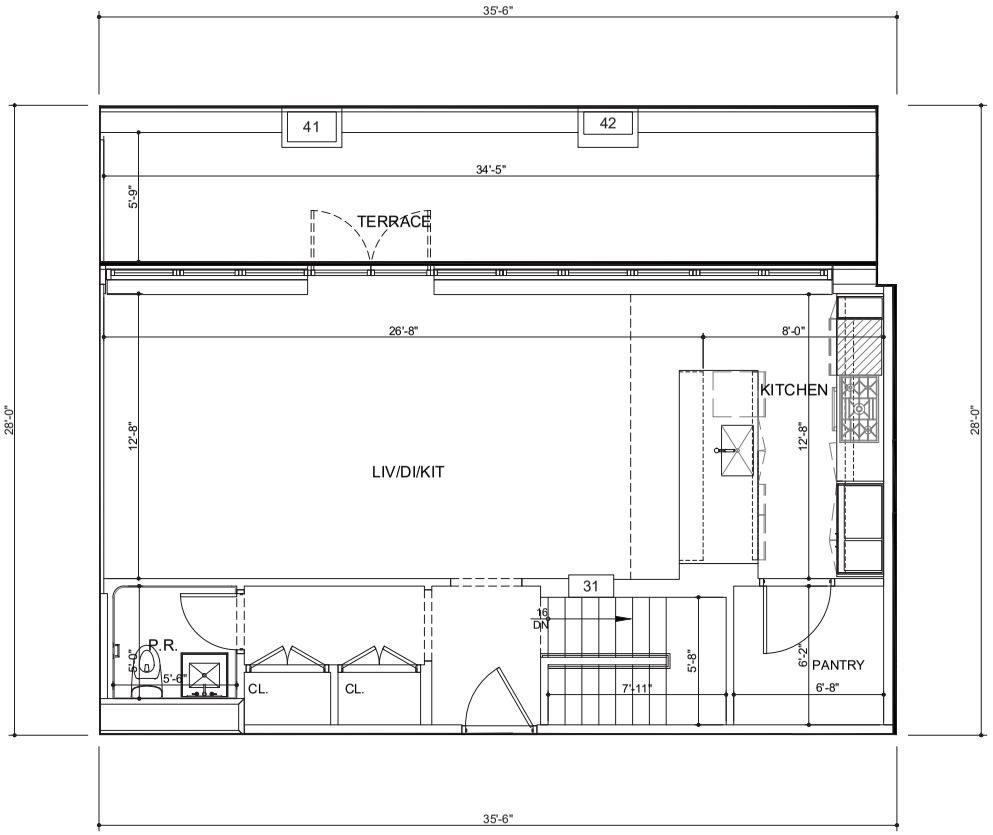
DATE: JULY 2020

TENTH FL.	UNIT PH 1105	3 BED	2 BATH	0 P.R.	
	L.L.	AREA	=	985 S.F.	
		EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

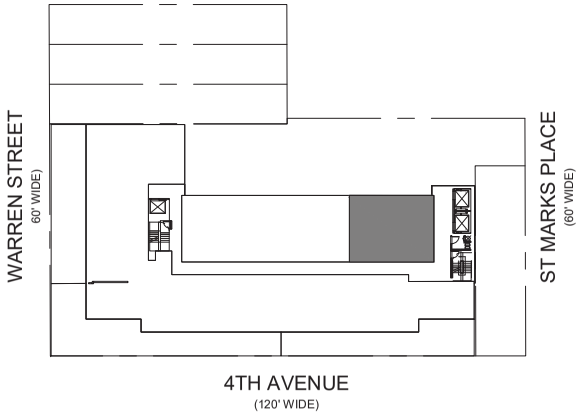
ELEVENTH FL. UNIT PH 1106 | 0 BED | 0 BATH | 1 P.R.

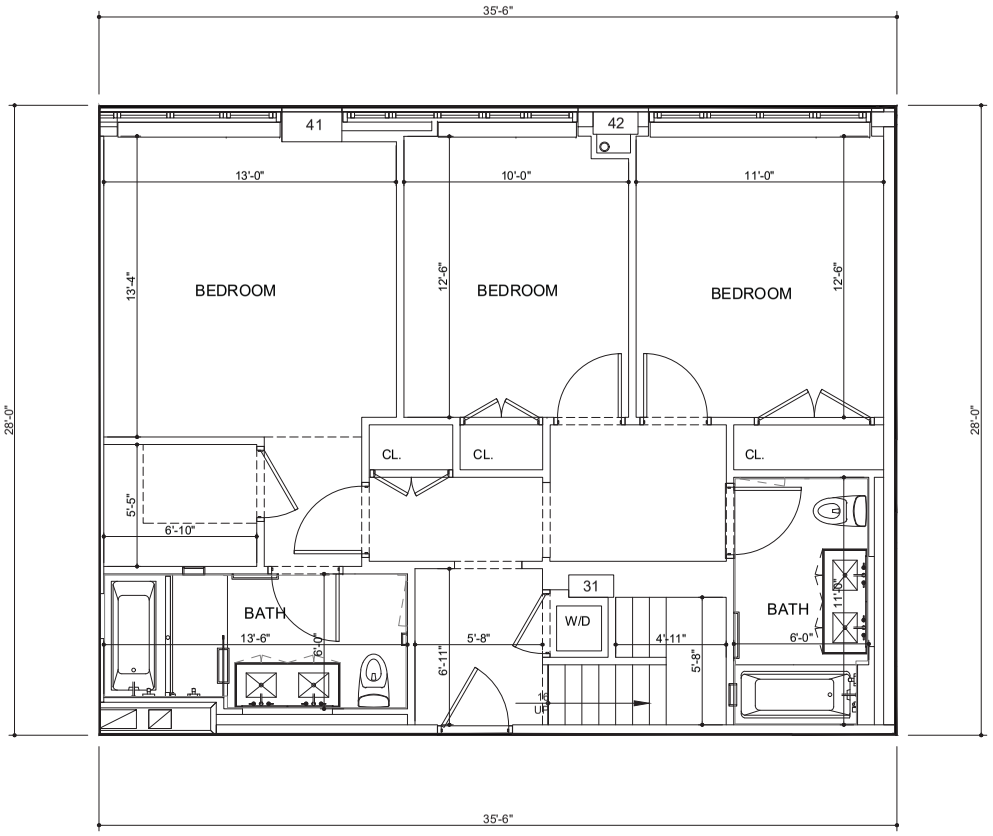
U.L. AREA = 743 S.F.

EXT. AREA = 243 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





383

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

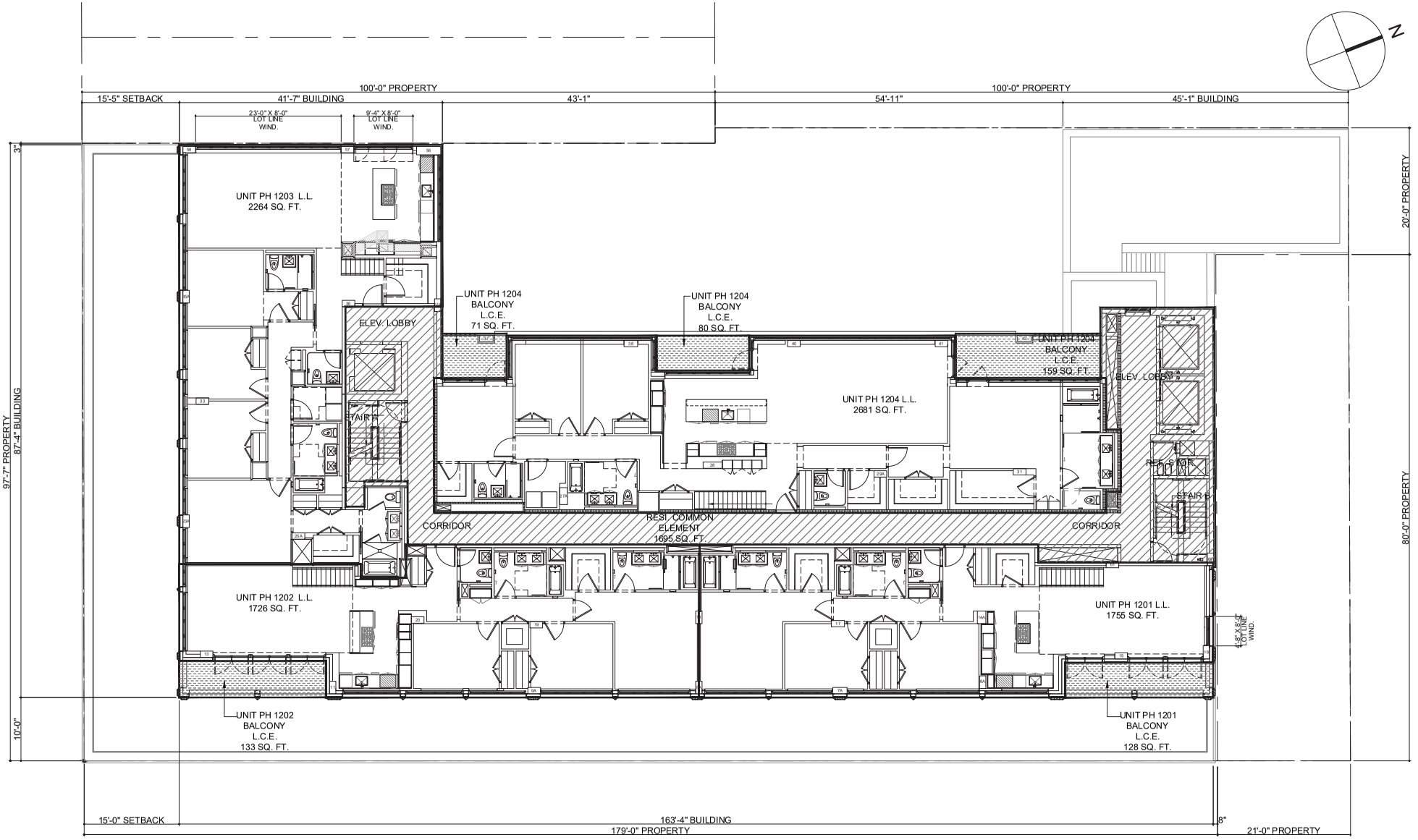
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

TENTH FL.	UNIT PH 1106	3 BED	2 BATH	0 P.R.
	L.L. AREA	=	994 S.F.	
	EXT. AREA	=	0 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



384

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

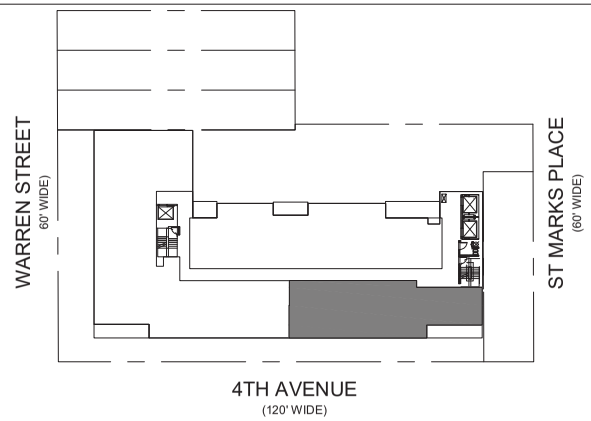
TWELFTH FLOOR

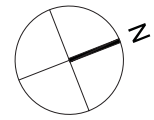
GROSS AREA (S.F.) = 10,121

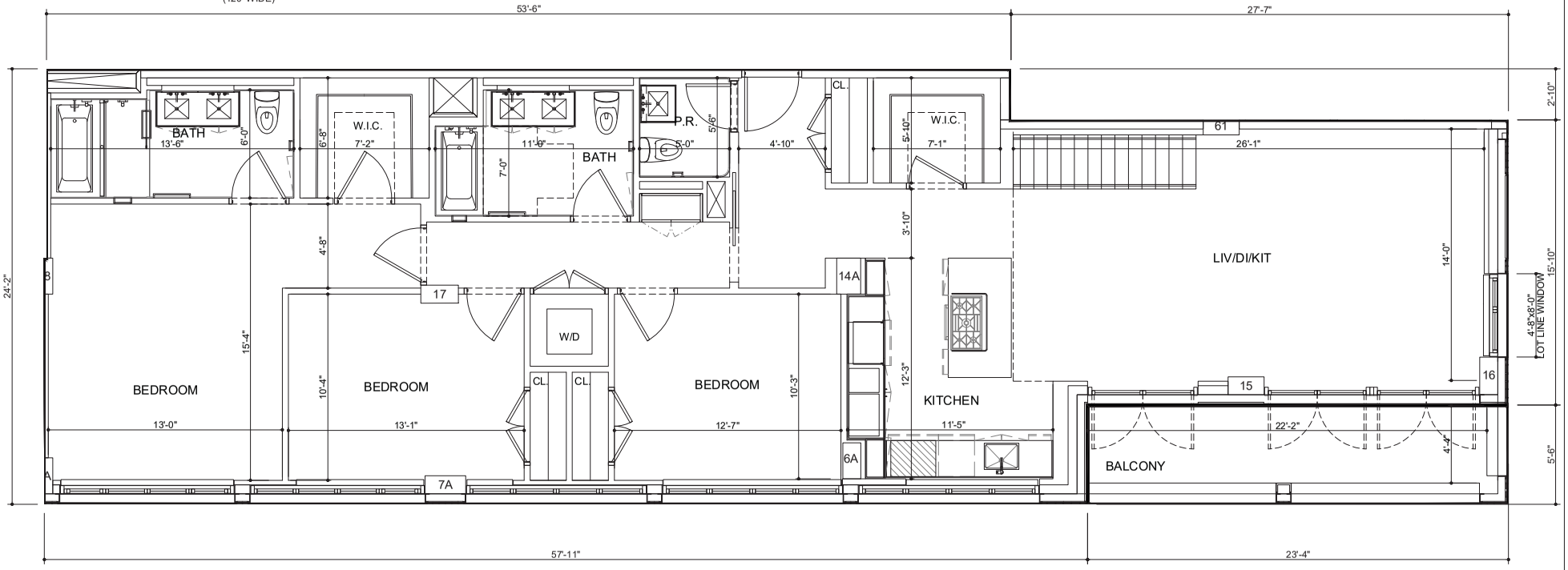
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RESI COMMON ELEMENT = 1695 SQ. FT. LIMITED COMMON ELEMENT = 571 S.F.

SCALE: 0' 8' 16' 24'







385

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

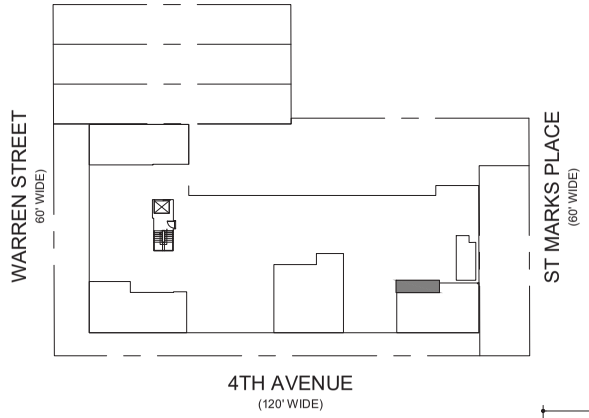
BRENT M. PORTER ARCHITECT & ASSOC.

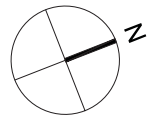
DATE: JULY 2020

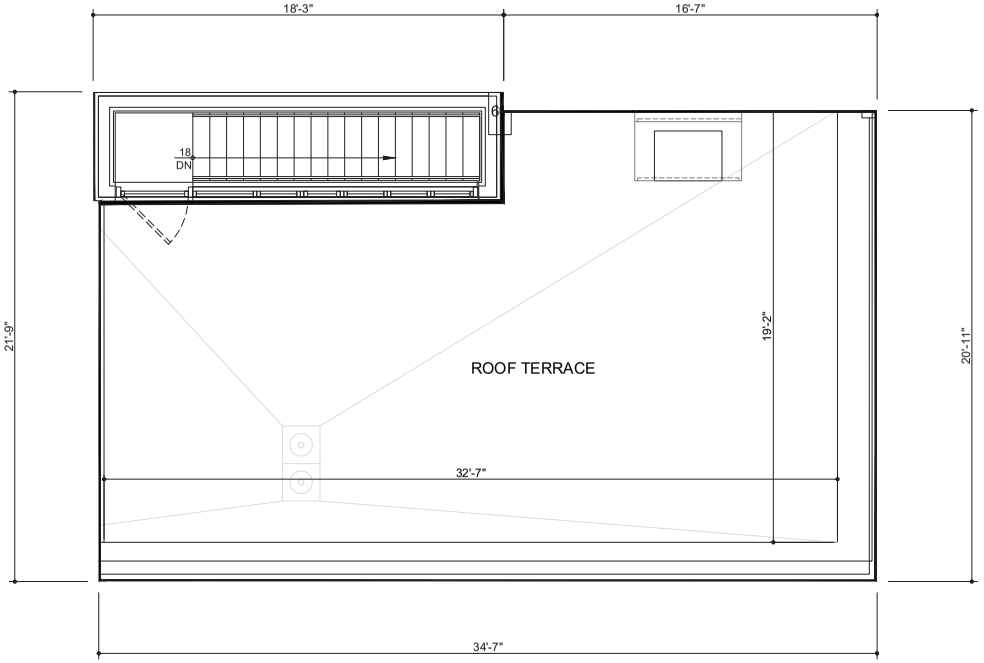
TWELFTH FL.	UNIT PH 1201	3 BED	2 BATH	1 P.R.
	L.L.	AREA =	1755 S.F.	
		EXT. AREA =	128 S.F.	

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.









4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

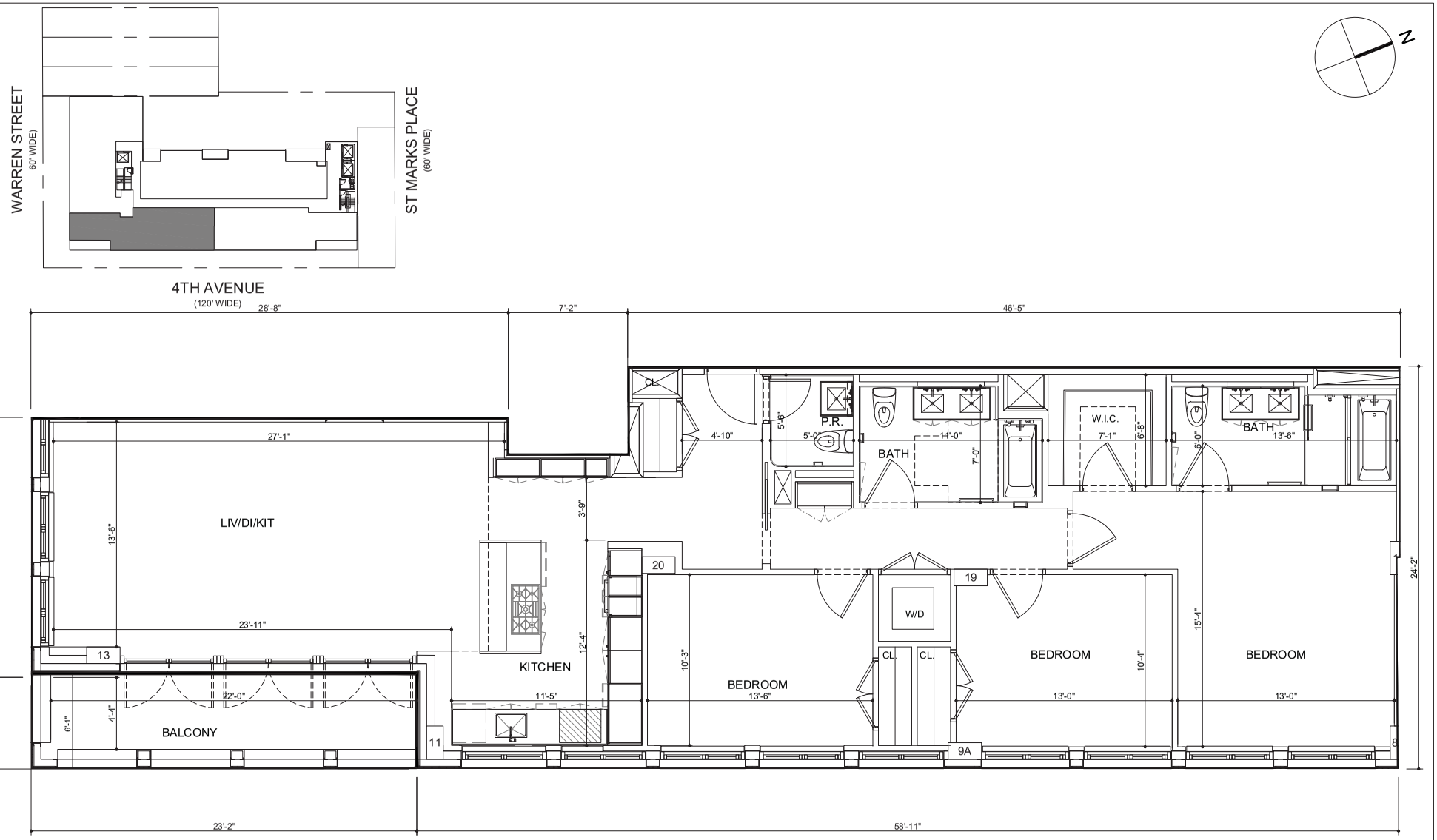
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

ROOF	UNIT PH 1201	0 BED	0 BATH	0 P.R.
	U.L.	AREA =		91 S.F.
		EXT. AREA =		651 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.





387

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

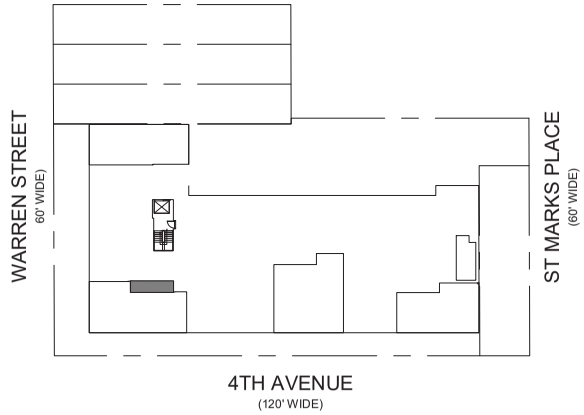
TWELFTH FL. UNIT PH 1202 | 3 BED | 2 BATH | 1 P.R.

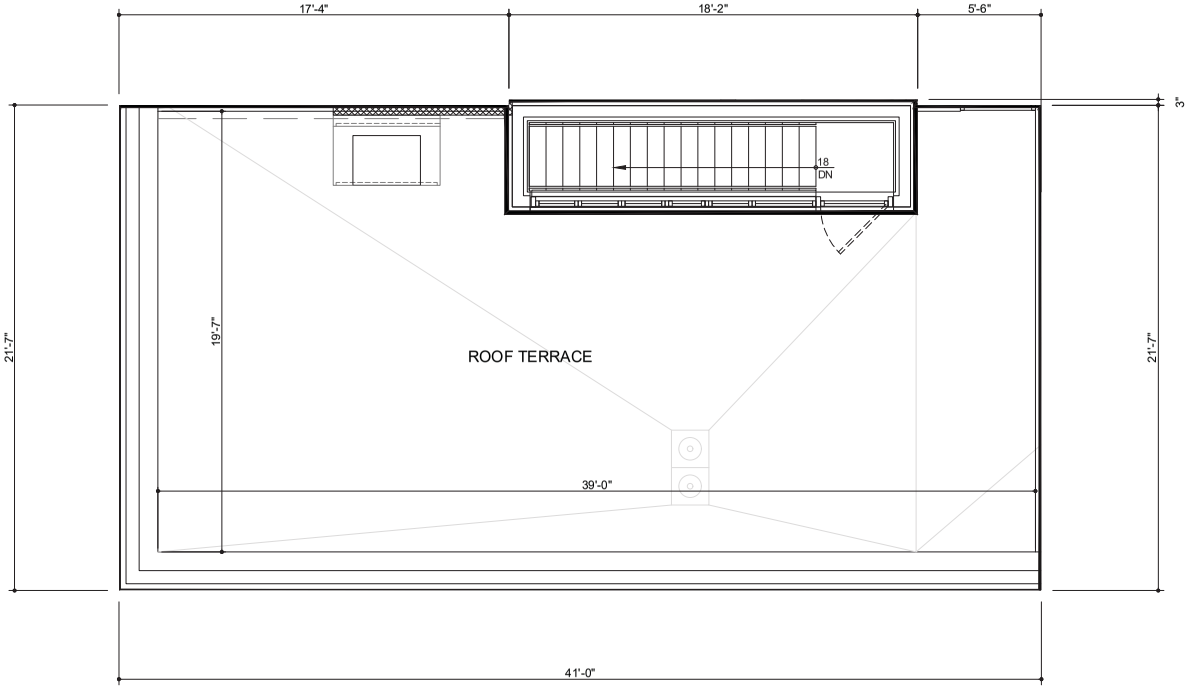
L.L. AREA = 1726 S.F.

EXT. AREA = 133 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





388

4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

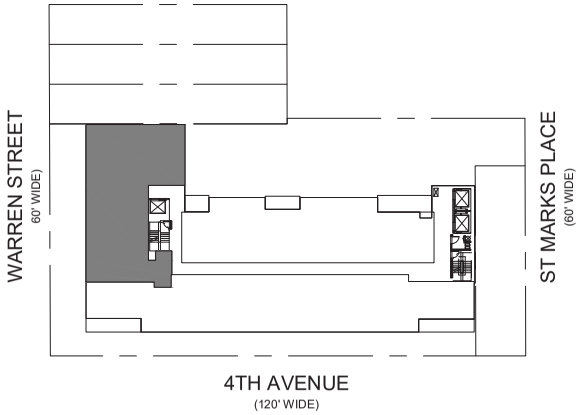
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

ROOF	UNIT PH 1202	0 BED	0 BATH	0 P.R.
	U.L.	AREA =		91 S.F.
		EXT. AREA =		798 S.F.

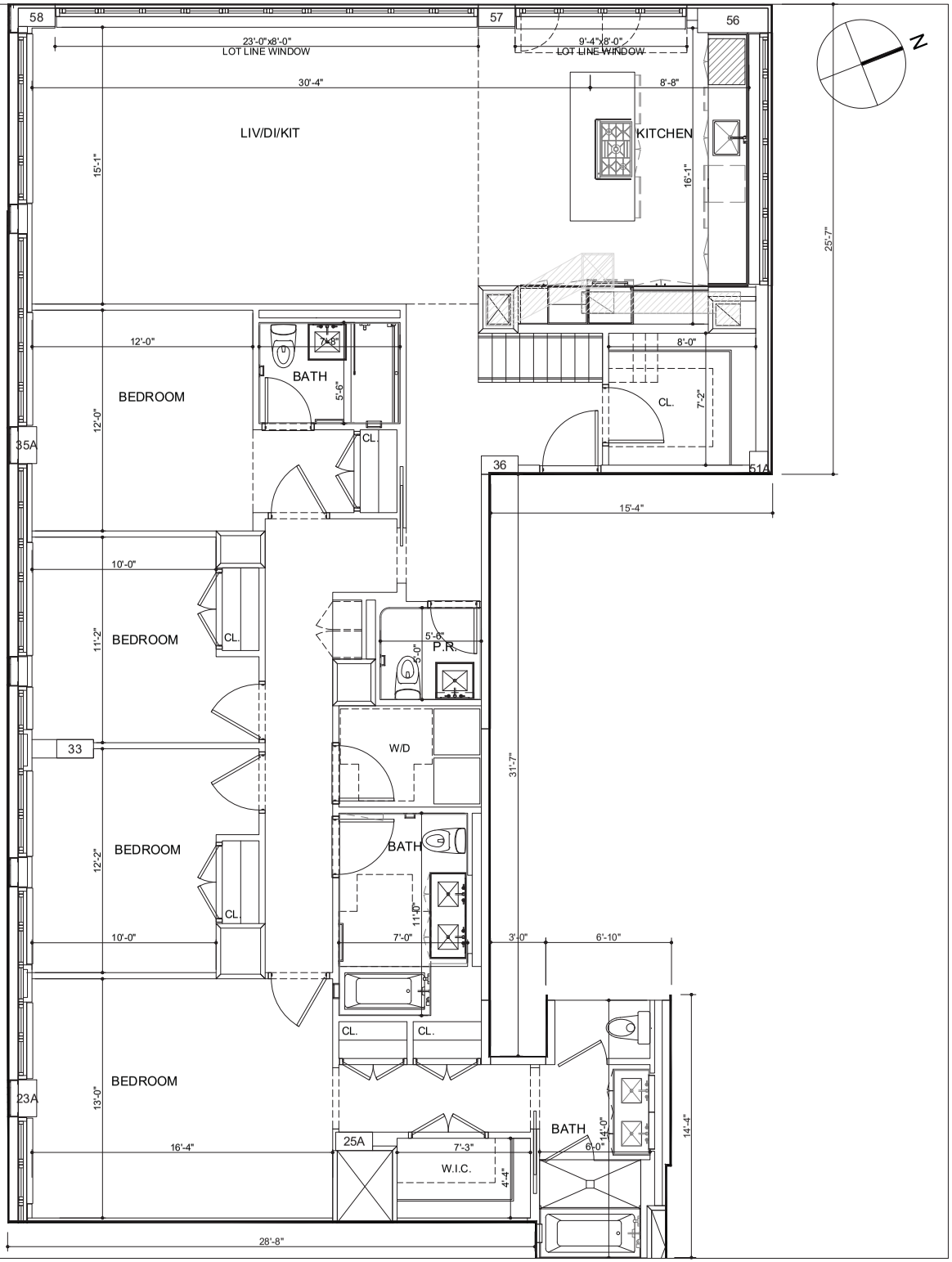
ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

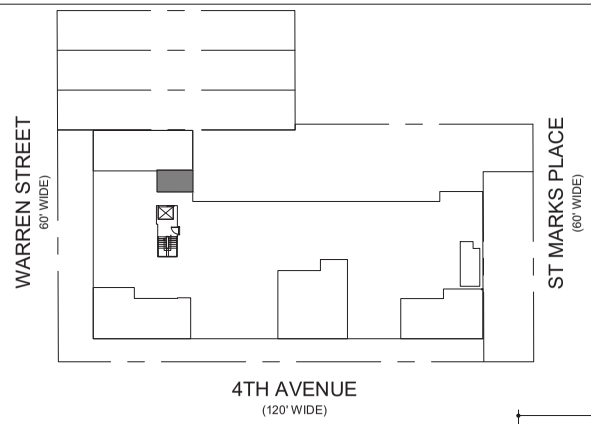
58 SAINT MARKS PLACE CONDOMINUM

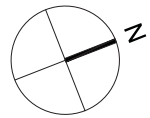
58 SAINT MARKS PLACE, BROOKLYN, NY 11217

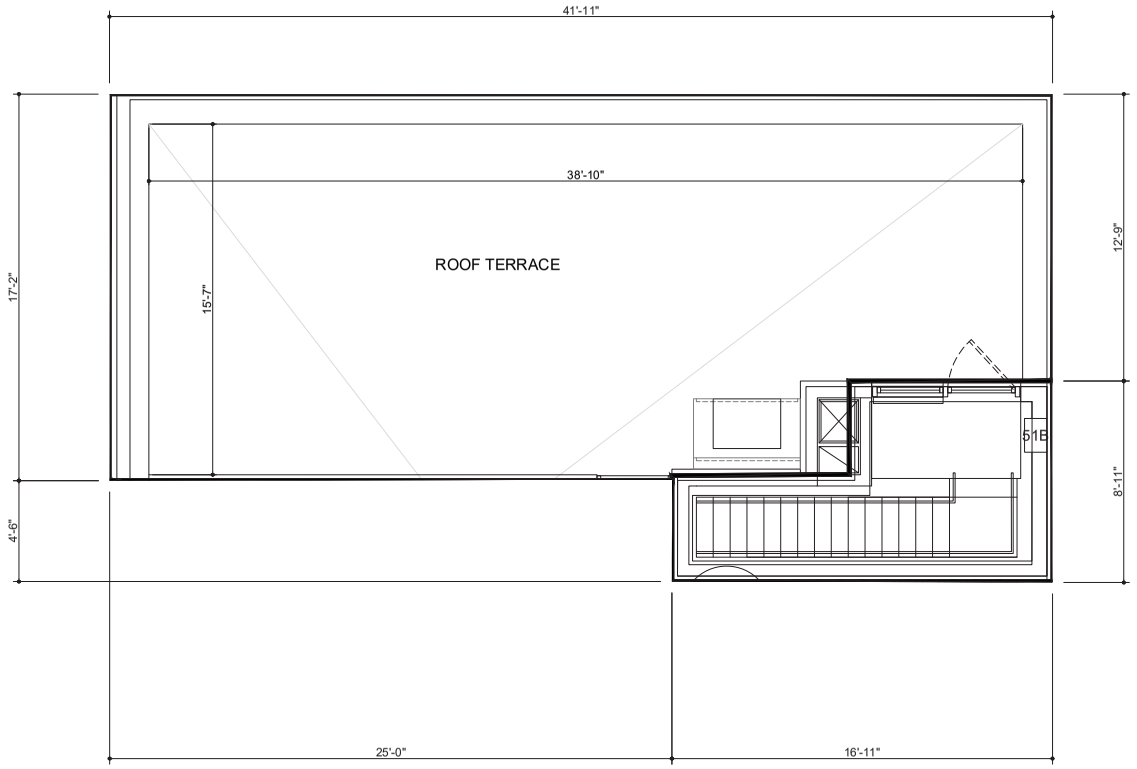
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

TWELFTH FL.	UNIT PH 1203	4 BED	3 BATH	1 P.R.
	L.L. AREA =	2264 S.F.		
	EXT. AREA =	0 S.F.		







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4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

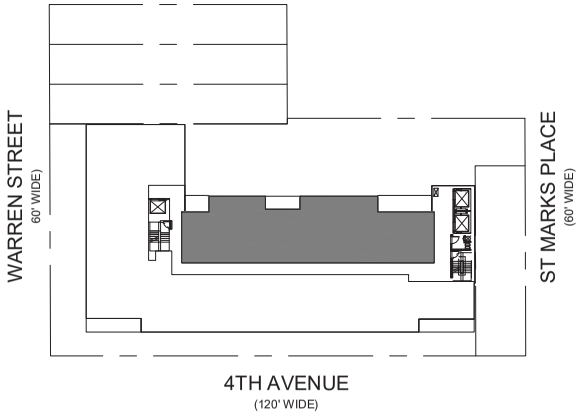
DATE: JULY 2020

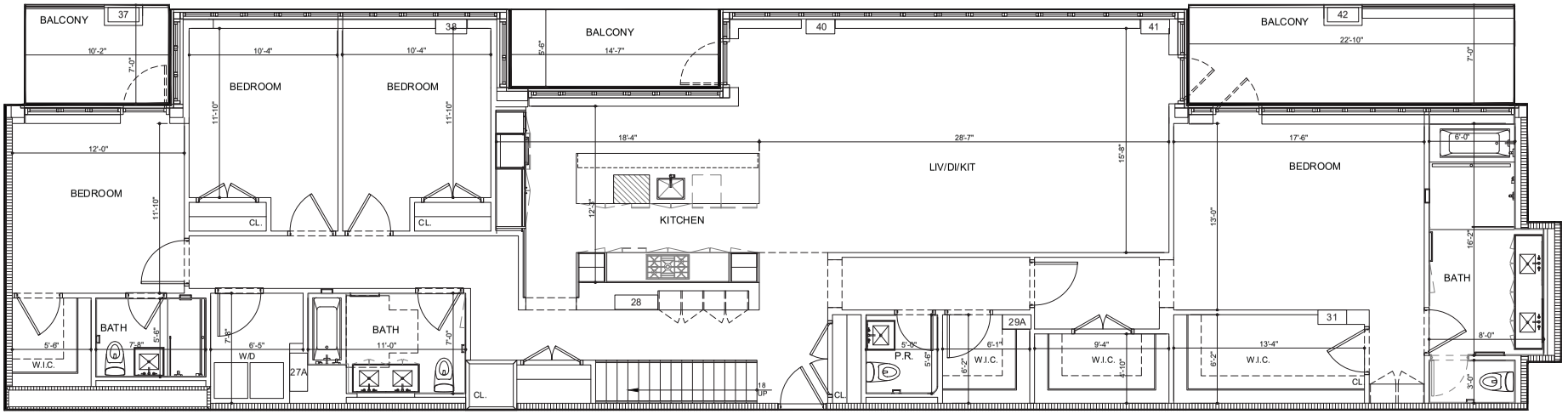
ROOF

UNIT PH 1203	0 BED	0 BATH	0 P.R.
U.L.	AREA =		118 S.F.
	EXT. AREA =		678 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.







4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

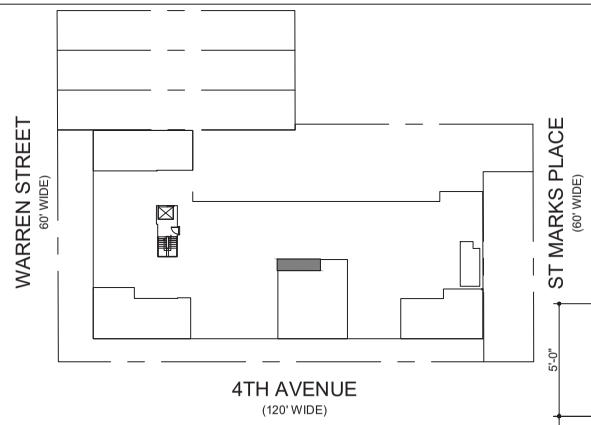
TWELFTH FL. UNIT PH 1204 4 BED | 3 BATH | 1 P.R.

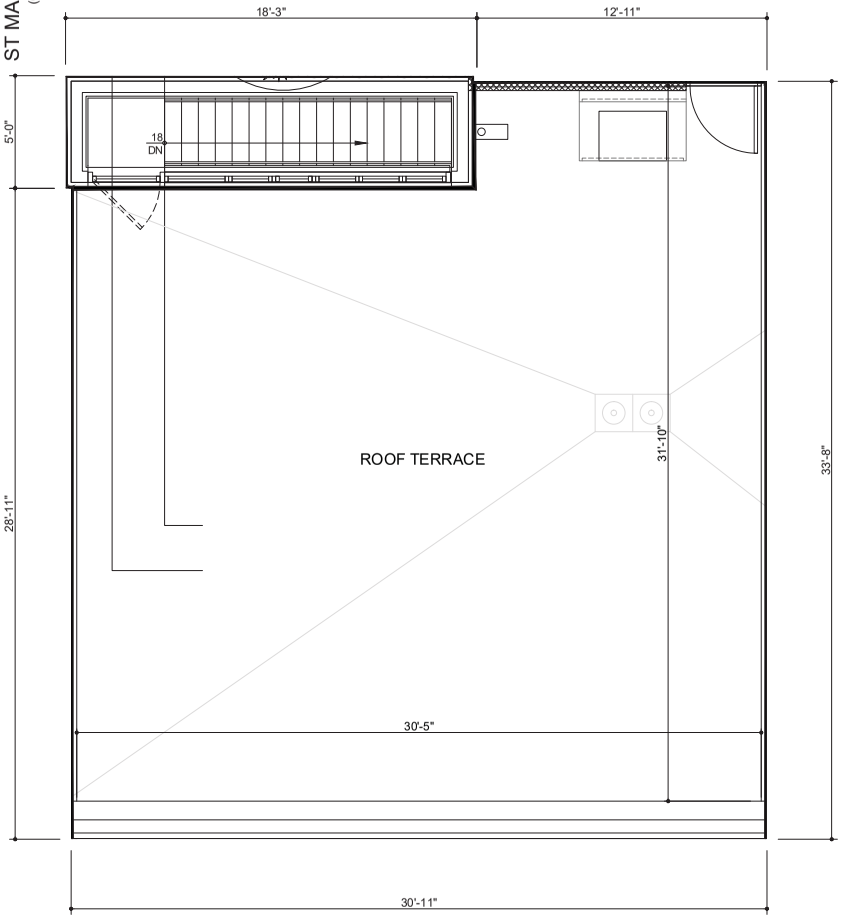
L.L. AREA = 2681 S.F.

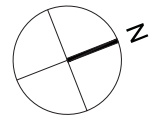
EXT. AREA = 310 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

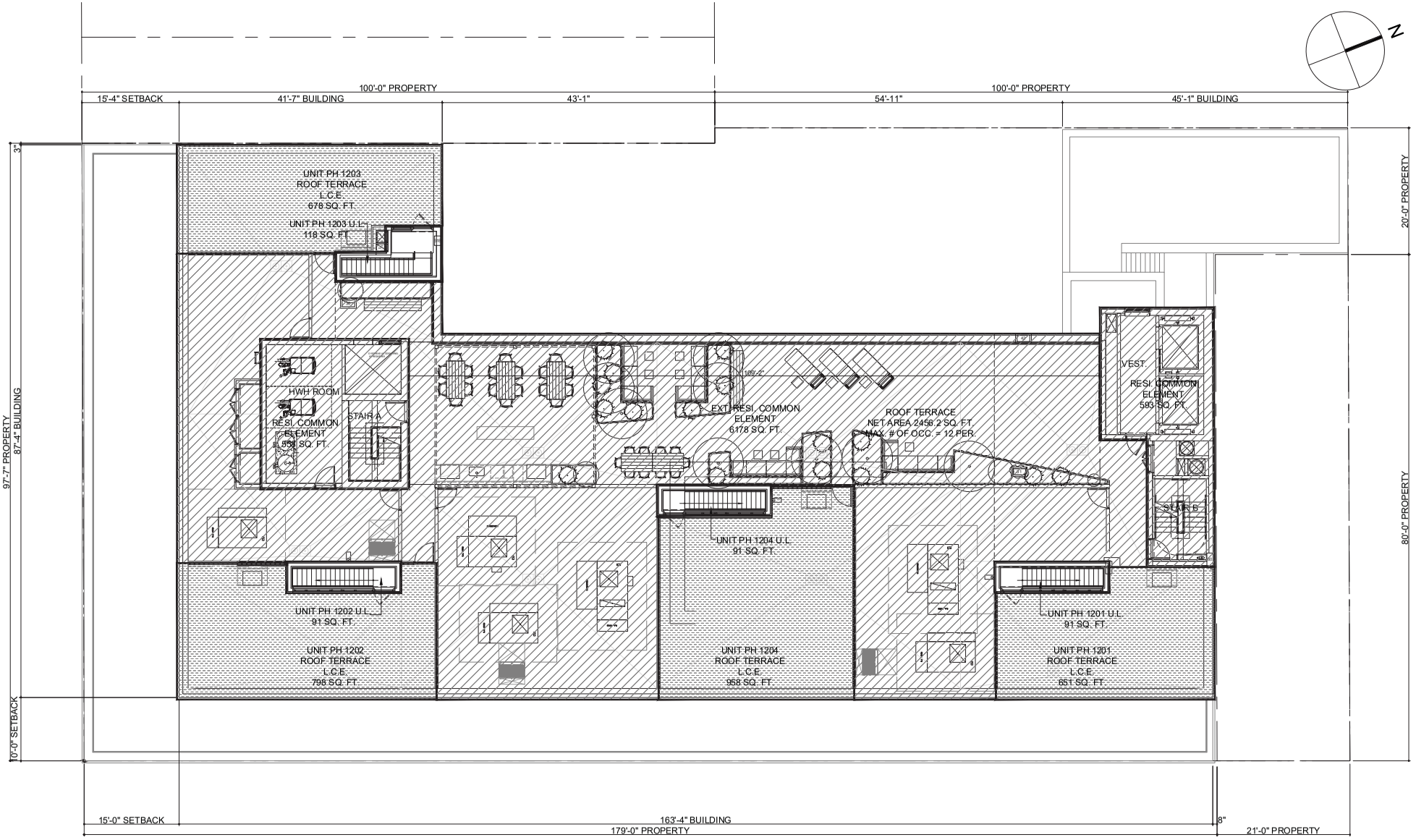
BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

ROOF	UNIT PH 1204	0 BED	0 BATH	0 P.R.
	U.L.	AREA =		91 S.F.
		EXT. AREA =		958 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

ROOF

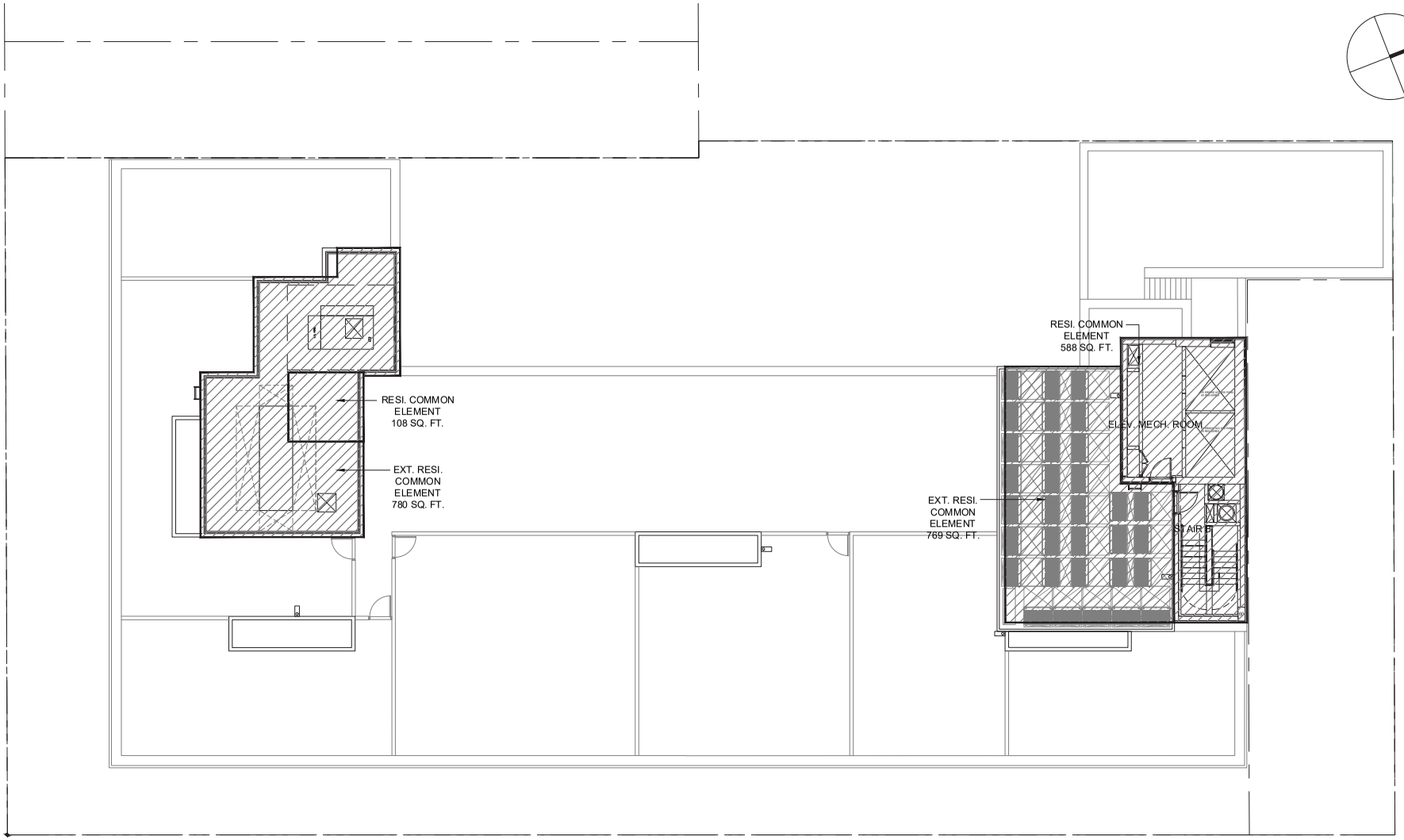
GROSS AREA (S.F.) = 1,569

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RESI COMMON ELEMENT = 7356 S.F.

LIMITED COMMON ELEMENT = 3085 S.F.

SCALE: 0' 8' 16' 24'



4TH AVENUE DEVELOPMENT OWNER LLC

58 SAINT MARKS PLACE CONDOMINUM

58 SAINT MARKS PLACE, BROOKLYN, NY 11217

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: JULY 2020

BULKHEAD

GROSS AREA (S.F.) = 696 S.F.

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM DRYWALL TO THE OPPOSING DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDING CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE IS MEASURED IN ACCORDANCE WITH THE OFFERING PLAN AND EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RESI COMMON ELEMENT = 2245 S.F.

LIMITED COMMON ELEMENT = 0 S.F.

SCALE: 0' 8' 16' 24'

DECLARATION ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT 58 SAINT MARKS PLACE, IN THE BOROUGH OF BROOKLYN, KINGS COUNTY, CITY AND STATE OF NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

NAME: THE 58 SAINT MARKS PLACE CONDOMINIUM

DECLARANT:

4TH AVENUE DEVELOPMENT OWNER LLC
221 West 37th Street, 5th Floor
New York, NY 10018

DATE OF DECLARATION: _____, 20___

The Land affected by the within instrument lies in Block 395, F/K/A Lot 16, N/K/A Lots _____ on the Tax Map of the Borough of Brooklyn, Kings County, State of New York.

MARANS NEWMAN TSOLIS & NAZINITSKY LLC
Attorney(s) for Sponsor
29 Broadway Suite 2400
New York, New York 10006

DECLARATION OF THE 58 SAINT MARKS PLACE CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE
REAL PROPERTY LAW OF THE STATE OF NEW YORK

In the Borough of Brooklyn, Kings County, and City and State of New York on this _____ day of _____ 20___, 4TH AVENUE DEVELOPMENT OWNER LLC (the "Owner" or the "Declarant"), a limited liability company existing under the laws of the State of New York, whose office is situated at 221 West 37th Street, 5th Floor, New York, NY 10018 does hereby declare as follows:

ARTICLE 1 SUBMISSION OF PROPERTY

1.1. Submission of Property. Declarant hereby submits the Land and the Building (each as hereinafter defined), and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as the "The 58 Saint Marks Place Condominium" (the "Condominium").

1.2. The Land. Included in the Property described above is all Declarant's fee interest in that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in Kings County, City and State of New York, and more particularly described in Schedule A annexed hereto and made a part hereof.

1.3. Condominium By-Laws. Annexed to this Declaration as Schedule C and made a part hereof are the by-laws of the entire Condominium which shall govern the general operation, use and occupancy of the entire Condominium (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof and thereof, the "By-Laws").

1.4. Property Subject to Certain Development Rights. The Property is subject to development rights or restrictions. Several easements and agreements created a zoning lot for the Property that transfers approximately 5,500 square feet of development rights to the Property from adjacent tax Lots 44, 45, and 46.

1.5. Development Rights. Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Declarant, but may be utilized by Declarant or any party acquiring the same from the Declarant and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, Declarant (including Declarant's successors, assignees, or designees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

Declarant or any entity to whom Declarant conveys Development Rights shall have the right

to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Rights. Declarant or any entity to whom Declarant conveys the Development Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Rights and shall execute any documents evidencing said consent as are reasonably requested by Declarant or any entity to whom Declarant conveys the Development Rights.

1.6. Defined Terms: Conflicting Provisions. All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the By-Laws. In the event of a conflict between: (i) the terms and provisions of this Declaration and the terms and provisions of the By-Laws, the terms and provisions of this Declaration shall in all events govern.

ARTICLE 2 DEFINITIONS

Affiliate: with respect to any person or entity, means a person or entity which directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with, such person or entity. For purposes hereof, the term "control" (including the related terms "controlled by" and "under common control with") mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity (whether through the ownership of voting securities or other ownership interest, by contract or otherwise); and the ownership, either directly or indirectly, of at least fifty-one percent (51%) of the legal or beneficial interest in such entity.

Bicycle Space: Any space designated as a Bicycle Space in the Floor Plans.

Board of Managers: The governing body of the Condominium.

Budget Allocations: The allocation of Common Expenses among the Unit Owners set forth in Schedule D to the Declaration.

Building: The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building).

By-Laws (including all amendments thereto): One of the documents governing the operation of the Condominium, the form of which is annexed hereto as Exhibit C.

Cause: (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers.

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

Common Charges: Assessments payable to the Board of Managers by each Unit Owner for the purpose of meeting Common Expenses.

Common Elements: The Land, all parts of the Building other than the Units, including the foundation, roof and supports of the Building, and all areas or facilities for the common use of the Units and the Unit Owners.

Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, including any reserve established in anticipation of the aforesaid costs and expenses.

Common Interest: The proportionate, undivided interest in fee simple absolute in the Common Elements pertaining to each Unit set forth in the Declaration. Such interest is expressed as a numerical percentage. The total of all Common Interest percentages pertaining to all Units equals 100%. The Common Interest of the Unit is the basis for determining, among other things, a Unit Owner's (a) proportionate share of the Common Expenses and (b) proportionate share of any distributions upon termination of the Condominium.

Condominium: The Units and Common Elements comprising the Property to be called The 58 Saint Marks Place Condominium.

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

Declarant: 4TH AVENUE DEVELOPMENT OWNER LLC, their successors, assigns, and/or designees, including any Persons designated as having the rights of Declarant by Declarant or a designee of Declarant. The words "Declarant" and "Sponsor" are used interchangeably in this Declaration.

Declaration (including all amendments thereto): The recorded instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may be amended from time to time, consistent with law and the By-Laws. The By-Laws, which govern the operation of the Condominium, are part of the Declaration.

Department of Buildings: The Department of Buildings of the City of New York.

Department of Law: The New York State Department of Law.

Insurance Trustee: A bank or trust company in the State of New York from time to time appointed to serve as such by the Board of Managers. The Sponsor Mortgagee shall serve as the initial Insurance Trustee for so long as Sponsor Mortgagee shall have a lien against one or more Unsold Units held by Declarant.

Licensee: A holder of a license to Licensed Space.

License Fee: Fees payable to the Board of Managers by each Licensee of Licensed Space.

Licensed Space: Any portion of Common Elements restricted in use and subject to exclusive license agreements such as (but not limited to) Parking Spaces, Storage Spaces, and Bicycle Spaces.

Limited Common Elements: Those Common Elements for which a Unit Owner will have the exclusive right to use. Examples of Limited Common Elements are rear yards, terraces, and balconies accessed through particular Units.

Non-Residential Common Element: Those portions of the Common Elements intended to be devoted to the common use and enjoyment of the Non-Residential Unit Owners. Upon recording of this Declaration, no Non-Residential Common Elements exist; a subdivision of the Non-Residential Unit may create Non-Residential Common Elements in the future.

Non-Residential Common Interest: The proportionate undivided interest, expressed as a numerical percentage, of each Non-Residential Unit Owner in the Common Elements. The total of all Non-Residential Common Interest percentages appurtenant to all Non-Residential Units equals to 100%.

Non-Residential Unit: Any Unit not designated for residential use in the Floor Plans such as (but not limited to) Community Facility Units or Commercial Units.

Non-Residential Unit Owner: An owner of a Non-Residential Unit.

Parking Space: Any space designated as a Parking Space in the Floor Plans.

Permitted Mortgage: A mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of the By-Laws, the Construction Loan, and/or any mezzanine finance loan or preferred equity loan provided to Sponsor and/or Declarant.

Permitted Mortgagee: The holder of a Permitted Mortgage and shall include, without limitation, banks, financial institutions, and/or other lenders such as the Construction Lender, its successors, assigns and/or affiliates, as well as any Sponsor Mortgagee.

Plans and Specifications (also referred to as "Plans"): The plans and specifications for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings and which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of this Declaration.

Property: The Land, the Building and other improvements thereon, and all easements, rights and appurtenances belonging thereto.

Residential Common Elements: Those portions of the Common Elements intended to be devoted to the common use and enjoyment of the Residential Unit Owners.

Residential Common Expenses: All costs and expenses to be incurred generally by Residential 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 Residential Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital and replacements to the Residential Common Elements.

Residential Common Interest: The proportionate undivided interest, expressed as a numerical

percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals to 100%.

Residential Unit: Any areas of the Building designated as such on the Floor Plans, and intended to be used for residential purposes, together with its percentage of Common Interest.

Residential Unit Owner: The owner of a Residential Unit.

Rules and Regulations: The rules and regulations of the Condominium made in accordance with the By-Laws. The rules and regulations, which will apply unless and until amended by the Board of Managers, are set forth as an addendum to the By-Laws.

Sponsor: The person, partnership, joint venture, corporation, company, trust, association or other entity which is offering the Units in this Condominium to the public at the given time in question.

Successor Sponsor: An affiliate of Sponsor, a designee or assignee of Sponsor, or a purchaser of 10 units or 20 percent of the total number of Units in the Condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor.

Sponsor Mortgagee: Any Permitted Mortgagee holding a Permitted Mortgage encumbering Units owned by Sponsor and/or any other lender that has provided mezzanine financing or preferred equity financing to the Sponsor and/or Declarant. For the avoidance of doubt, the Construction Lender shall be deemed to be Sponsor Mortgagee.

Storage Space: Any space designated as a Storage Space in the Floor Plans.

Tax Lot Drawings (also referred to as "Floor Plans"): Tax lot drawings filed simultaneously with the recording of this Declaration in the New York City Register's Office, which drawings set forth a description of the Building, and stating the number of stories, the number of Units and their layout, and the Common Elements, and any amendments thereto.

Unit: a part of the Property intended for any type of use or uses, and with an exit to a public street or highway or to Common Elements leading to a public street or highway, and may include such appurtenances as garage and other parking space, storage room, balcony, terrace and patio. Each Unit is designated by number, letter or combination thereof or other official designations conforming to the tax lot number designating the Unit in the Declaration and on the Floor Plans.

Unit Owner: An owner of any Unit. Two or more of such owners are collectively referred to as "Unit Owners".

Unsold Units: Any Units owned by Sponsor or Successor Sponsor, other than any Unit purchased by and for the use of Sponsor, Affiliate of Sponsor, or its designee, until such time as the same have been sold.

ARTICLE 3 DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Declarant has constructed a building on the parcel of land described above, to be converted to a condominium known as The 58 Saint Marks Place Condominium according to Tax Lot Drawings filed simultaneously with the recording of this Declaration.

The Condominium will consist of one building containing a total of One (1) Commercial Unit, One (1) Community Facility Unit, One Hundred Five (105) Residential Units, Forty-Eight (48) Licensed Parking Spaces, Sixty-Five (65) Licensed Storage Spaces, Fifty-Three (53) Licensed Bicycle Spaces Common Elements, Residential Common Elements, Non-Residential Common Elements, and the Limited Common Elements, all as set forth in the Tax Lot Drawings. The Building is built with concrete, brick, stone, wood, steel, and glass. Each Unit Owner will have fee ownership in, and exclusive right of occupancy and possession of each Unit, together with an undivided interest in the Common Elements of the Condominium as set forth and defined in this Declaration, all in accordance with Article 9-B of the Real Property Law of the State of New York. The designations of what constitutes the Residential Units, Non-Residential Unit, Licensed Spaces, Common Elements, Residential Common Elements, Non-Residential Common Elements, and the Limited Common Elements may be changed by mutual consent of the Declarant and Unit Owners, and shall be reflected in an amendment to the Declaration.

The Condominium has a total land area of approximately 18,320 square feet, and the Building will contain approximately 188,662 gross square feet of floor area.

ARTICLE 4 DIMENSIONS OF UNITS

Each Unit is measured horizontally from the exterior side of exterior walls (columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions separating a Unit from public corridors, stairs, elevators, other mechanical equipment spaces or any Common Elements or Limited Common Elements not within a Unit. Each Unit is measured vertically from the top of the floor slab below to the underside of the finished ceiling. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit.

ARTICLE 5 COMMON ELEMENTS

5.1. Common Elements. The Common Elements include those portions of the Building that are designated as "General Common Elements" or "Common Elements" on the Tax Lot Drawings, and to the extent not specifically identified as such, all other parts of the Property (other than those areas and items specifically identified as part of a Unit, a Residential Common Element or a Limited Common Element) the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the Common Elements include:

(a) the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration);

(b) all sidewalks, fences, and landscaped areas benefiting any Common Element, or

not otherwise designated as a Residential Common Element or Limited Common Element, or a part of a Unit;

(c) all structural elements, foundations, foundation walls, footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs (but not flooring material), and ceilings and floors separating the Units from one another, and from exterior walls and facades (but not including windows);

(d) any ventilation system consisting of pumps, motors, ductwork, fans and controls, steam and condensate return piping, serving or benefiting all of the Units;

(e) all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, and transformers serving or benefiting any Common Element, or all of the Units;

(f) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves) downspouts, and roof drainage systems, excluding, however, all such items located within a Unit and serving only that Unit;

(g) all electric service rooms, gas, steam and water meter rooms, telephone rooms, and other service, mechanical and utility rooms serving or benefiting any Common Element, or all of the Units;

(h) all other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Common Elements, or all of the Units;

(i) enclosing walls and doors surrounding mechanical equipment;

(j) all utilities and mechanical and electrical transfers and equipment, and vaults for such utilities used for the Common Elements, or all of the Units;

(k) portions of the Building housing equipment servicing all the Units and not allocated as a Residential or Limited Common Element;

(l) portions of the roof housing equipment servicing all the Units (but not including the equipment), or shown on the Tax Lot Drawings as Common Elements, or not allocated to the Residential Common Elements;

(m) Licensed Space; and

(n) whether or not specifically identified as part of the Common Elements (or identified at all) on the Tax Lot Drawings, all other parts of the Property either existing for the common use of all of the Units, or that are necessary or convenient for the existence, maintenance, operation or safety of the Property.

5.2. Residential Common Elements. The Residential Common Elements consist of those portions of the property designated on the Tax Lot Drawings as Residential Common Elements,

and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or benefit only the Residential Units or the Residential Unit Owners whether or not designated as Residential Common Elements (or designated at all) on the Tax Lot Drawings (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers, and those areas and items specifically identified as part of a Unit or a Limited Common Element). The Residential Common Elements include, without limitation, the following:

(a) entrances, exits, and lobby which exclusively serve or benefit the Residential Units;

(b) all stairs, stairways and fire stairways, halls, passages, corridors, storage rooms, housekeeping areas, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) which exclusively serve or benefit the Residential Units and are not part of any other Common Element or Unit;

(c) all security monitors and equipment and other security facilities, virtual doorman, or other low voltage system which serve or benefit only the Residential Units;

(d) all passenger elevators and elevator shafts and equipment which exclusively serve or benefit the Residential Units and are not part of any other Common Element or Unit;

(e) any landscaped areas of the Property, and any fences surrounding such area, which serve or benefit only the Residential Units or the Residential Unit Owners;

(f) all areas where plumbing, pipes, vents, flues and/or risers and equipment exclusively serving the Residential Units is located, but not including areas located within a Unit and all HVAC systems, pipes, flues, risers, vents and ducts, which are part of the Units they serve;

(g) any portions of the Building designated on the Tax Lot Drawings as Residential Common Elements; and

(h) whether or not specifically identified as part of the Residential Common Elements (or at all) on the Tax Lot Drawings, all other parts of the Property and all telecommunications equipment and all other systems, installations and facilities (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) and equipment on the Property (other than those areas and/or items specifically identified on the Tax Lot Drawings or herein as part of a Unit and/or to the General Common Elements) which serve or benefit or are necessary or convenient or existing for the common use, existence, maintenance, operation or safety of the Residential Units or the Residential Unit Owners.

5.3. Limited Common Elements. Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

5.4 No Division of Common Elements. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law or elsewhere in the Declaration of By-Laws. Each Unit Owner shall have the right to use the Common Elements, other than such portion, if any, which are by the terms of this Declaration or the annexed By-Laws irrevocably restricted in use to other Unit Owners, in accordance with the purpose for which such elements are intended, without hindering the exercise of or encroaching upon the rights or other Unit Owners. The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with that Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE 6 USE OF UNITS AND COMMON ELEMENTS

6.1. Use of Residential Units. The Residential Units may only be used for residential purposes, home occupations to the extent permitted by law, and/or as a sales office by Declarant.

6.2. Use of Non-Residential Unit. Subject to compliance with all laws, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the By-Laws, a Non-Residential may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purpose.

6.2.1 No income derived from any use of a Non-Residential Unit will constitute income to the Board or any Unit Owner except the Non-Residential Unit Owner. The Non-Residential Unit Owner may lease or license all or any portion of its Unit to one or more lessees (or may permit occupants or permittees to use all or any portion of its Unit) so long as the uses thereof are legally permitted, and comply with this Declaration and the By-Laws.

6.2.2 A Non-Residential Unit Owner shall have the right to install and maintain signage, storefronts, and security devices upon the exterior of the Building appurtenant to the Non-Residential Unit, and to determine the content and nature of the signage, provided such signage relates solely to an occupant of the Unit or the sale or leasing of such Unit, and is consistent with the design and aesthetic of the Building façade without the consent of the Board of Managers. Any signage requires the written consent of Declarant for so long as Declarant owns a Unit. No "sandwich" style advertising board composed of two boards set up in a triangle shape or sound equipment to promote or advertise functions or events in the Non-Residential Unit will be permitted at the street entrance to the Non-Residential Unit or an adjacent sidewalk. No functions or events held by the Non-Residential Unit Owner will be permitted at the street entrance to the Non-Residential Unit or an adjacent sidewalk.

6.2.3 Except to the extent inconsistent with the By-Laws or prohibited by law, and unless there shall be a material adverse effect on the Residential Unit Owners, a Non-Residential Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon their Non-Residential Unit; (2) change the layout or number of rooms in the Non-Residential Unit from time to time; (3) change the Non-Residential Unit, by subdividing the same, into any desired number of Units, combining any Units resulting from a subdivision, altering the boundary walls between the Non-Residential Unit, or otherwise; (4) designate all or part of a Non-Residential Unit as a newly created Non-Residential Common

Element; (5) reapportion among the newly created Non-Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which 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; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the original Non-Residential Unit; and (6) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of the Non-Residential Unit Owner) to provide that such Non-Residential Unit may be used for any purpose which is lawful at the time that such amendment is made. The Non-Residential Unit Owner may not file an amendment to this Declaration with respect to the Non-Residential Unit authorized by this paragraph without notice to the Board of Managers, and any amendment that shall have a material impact on any Residential Unit or any other Non-Residential Unit shall require the consent of the Board of Managers.

6.3. Prohibited Uses of Units. The following uses are prohibited for any Unit; any use that in the reasonable judgment of the Board of Managers would impair or threaten the structural integrity of the Building or the life, health, safety, protection, or security of Unit Owners, tenants, or occupants of Units; any use that violates applicable laws; any use that results in, or in the reasonable judgment of the Board of Managers would result in, the cancellation or notice of cancellation of insurance maintained by the Board of Managers; any use that increases, or in the reasonable judgment of the Board of Managers would increase, the rate of insurance for the Property above the rate in effect at the date of recording the Declaration, unless the Unit Owner responsible for such increase pays the additional premium therefor as a specially allocated expense; any use inconsistent with or in violation of its permitted use or in the reasonable judgment of the Board of Managers is an unreasonable and substantial annoyance or nuisance to a Unit Owner or tenant of a Unit or an unreasonable, substantial, and repeated interference with the peaceful possession or proper use and enjoyment of another Unit or the Common Elements for their intended or permitted purposes as stated in the Declaration and By-Laws; any use of the Common Elements causing or comprising waste; any use involving the storage, purchase, sale, disposal, or release or other disposition of any hazardous, toxic, or radioactive material, matter, substance, or waste that is or becomes regulated under applicable law (unless the products are properly used and stored in accordance with applicable law); any use of a Unit or any portion thereof by any international organization, unless such international organization waives its sovereign or diplomatic immunity in conformity with the terms of the Declaration; any change in use that would require a new or amended Certificate of Occupancy that would affect the permitted use of another Unit; or any of the following uses:

- an establishment of any type or nature which uses any portion of a Unit (i) to sell, afford, or permit on premises sexual stimulation or sexual liaisons; (ii) to permit or present obscene, nude, or semi-nude performances, modeling, or sexual services, (iii) to sell or display "rubber goods" or other sexual or erotic products not commonly found in national chain pharmacies; or (iv) to sell, display, rent, or permit the viewing of "X" rated videos, photographs, books, products, or other material
- a facility for the sale of paraphernalia for the use of illicit drugs or controlled substances not commonly found in national chain pharmacies

- an office, clinic, or other facility for drug rehabilitation or treatment center
- a military recruitment office
- a homeless shelter, soup kitchen, or similar use
- any form of spiritualist services, such as a gypsy, fortune teller, palm reader, or card reader
- a laboratory or facility which creates or handles medical or toxic waste
- a funeral parlor, chapel, or facility for the sale or display of tombstones or monuments or other death-related business, including cremation or euthanasia
- a labor union
- a messenger service
- a warehousing or storage facility
- a dry cleaning or other laundry facility or any business that uses toxic chemicals in the normal course of business
- a dating or escort service
- an office or other facility for any local, state, or federal governmental agency
- any use of "barkers" or other similar outdoor solicitation
- a pawn shop
- an off-track betting parlor
- the sale or grooming of pets
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like
- a massage parlor

6.4. Use of the Common Elements. Except as otherwise provided herein or in the By-Laws, the Common Elements may be used only for the furnishing of services and facilities to the Unit Owners, their guests, invitees and licensees as permitted under this Declaration and the By-Laws, and for the other uses for which they are reasonably suited. Access to any Common Elements on the roof is only permitted for the repair or maintenance of such areas, or to maintain or repair any equipment located in such areas. Subject to any easements (exclusive or otherwise) and/or rights of access or as otherwise provided in this Declaration, neither the Board of Managers nor any Unit Owner shall impede the exercise of or encroach upon the rights of Unit Owners or others claiming, by, through or under them, including but not limited to, the occupants of the Units and their respective invitees, to use the Common Elements as permitted under this Declaration and the By-Laws. No furniture, packages or objects of any kind shall be placed in the Common Elements such as lobbies, vestibules, public halls, stairways, or in the areas designated as storage areas without the prior consent of the Board of Managers. The lobbies, vestibules, public halls, and stairways shall be used only for ingress and egress from the Units.

6.4.1. Licensed Space may only be used for its intended purpose and in no event may Licensed Space be used as a dwelling space or for the storage of toxic or combustible items. No materials which pose a health or safety threat, or which otherwise create a nuisance may be stored in Licensed Space. To do so may result in a violation placed against the Building by the Building Department that will be the obligation of the Licensee to remove. Each licensee shall be liable for all damage arising out of such Licensee's use or misuse of Licensed Space. Neither the Declarant, nor its respective agents or employees nor the Board of Managers or any of its members, officers or employees, shall be liable for any theft or damage to any property in the Licensed Space. No Licensee may make any alteration, addition, improvement, or repair in or to Licensed Space

without the prior approval of the Board of Managers.

6.4.1.1. Declarant is the initial Licensee of each Licensed Space existing, if any, on Floor Plans recorded contemporaneously with this Declaration; such licenses may be terminated under Section 9.6 of the By-Laws. Declarant may use any Licensed Space in any manner permitted by applicable laws and Declarant may sub-license the same to Unit Owners or otherwise without the consent of the Board of Managers. Declarant may sell a license to each Licensed Space without the consent of the Board of Managers without restrictions. Declarant may abandon and terminate a license upon ten (10) days' notice to the Board of Managers; Declarant will not be required to pay any License Fee after abandoning and terminating a license and the Board of Managers will be authorized to locate a replacement Licensee, issue or sell a new license, and charge License Fees to the new Licensee.

6.4.1.2. Licensee shall provide ten (10) day's written notice to Licensor upon the sale of the license. The Board of Managers as Licensor shall issue a new license to the purchaser. Declarant is authorized to issue a new license on behalf of the Board of Managers to a purchaser of a license owned by Declarant.

6.4.1.3 Use of Parking Spaces. Parking Spaces shall be used in compliance with the certificate of occupancy for such space and any applicable zoning regulations. Parking Spaces may be licensed to members of the public.

6.3.1.4 Use of Storage Spaces. Storage Spaces shall be used in compliance with the certificate of occupancy for such space and any applicable zoning regulations. Storage Spaces may be licensed to members of the public.

6.4.1.5 Use of Bicycle Spaces. Bicycle Spaces shall be used in compliance with the certificate of occupancy for such space and any applicable zoning regulations. Bicycle Spaces may be licensed to members of the public.

6.4.2. A Non-Residential Unit Owner, its tenants, employees, agents, guests, invitees, and licensees are permitted to access the Common Elements, but only for their intended purposes. Furthermore, in no event shall any guest, invitee or licensee of a Non-Residential Unit Owner be permitted access to any area designated as a Residential Common Element, a Limited Common Element or part of a Residential Unit. Any access to the Residential Common Elements, Limited Common Elements, or Residential Units by a Non-Residential Unit Owner, its tenants, or employees shall only be permitted pursuant to the terms of this Declaration and the By-Laws.

6.4.3. Subject to the consent of a Non-Residential Unit Owner, which shall not be unreasonably withheld, and provided it does not impede or encroach upon the rights of a Non-Residential Unit Owner, Declarant may place appropriate directional and identification signs on the exterior of the Building and signs relating to the marketing of Units for sale or lease by Declarant.

6.5. Violation of Use Restrictions. Each Unit Owner shall be responsible for any violations, fines, and fees imposed as a result of such Unit Owner's failure to comply with the terms of this Article with respect to the use of the Units, and shall indemnify and hold harmless the Condominium, the

Board of Managers and all other Unit Owners against any claim or costs in connection with such failure.

6.6. Nuisance. No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All applicable laws relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owner(s) shall have such obligation pursuant to the Declaration and the By-Laws to maintain or repair such portion of the Property.

ARTICLE 7 CHANGES TO THE UNITS

7.1. General.

7.1.1. Any alterations or changes to the Building or the Units other than those changes set forth in the Tax Lot Drawings and the Plans ("Alterations") shall be subject to the restrictions set forth in this Declaration and the By-Laws. All work must be performed pursuant to applicable law, and by licensed and insured contractors. A Non-Residential Unit Owner shall have the right to veto any proposed Alteration that would have a material and adverse effect on their Non-Residential Unit. The Residential Board Members shall have the right to veto any proposed Alteration that would have a material and adverse effect on the Residential Units or the Residential Common Elements. The Board of Managers shall have the right to veto any Alteration that materially and adversely affects any Units, structural elements of the Building, any Building systems that serve other Units, or the Common Elements.

7.1.2. Any Alterations to be made by any Unit Owner that affects, in any material aspect, the façade of the Building (other than signage and storefronts appurtenant to a Non-Residential Unit) or the structural elements of the Building, or require approval from the Landmarks Preservation Commission, shall be subject to the prior consent and approval of the Board of Managers, which shall not be unreasonably withheld, conditioned or delayed.

7.1.3. Whenever a Unit Owner is permitted, pursuant to the terms of this Article, to make Alterations or other changes to its Unit, or to apply to a government agency with respect to the use or Alteration of its Unit without the prior written consent of the other Unit Owners or the Board of Managers, such Unit Owner shall provide the Board of Managers and the other Unit Owners with written notice at least ten (10) business days prior to commencing such Alteration or submitting such application, and include in such notice all documents submitted as part of such application and a full description of the proposed Alteration.

7.2. Alterations by the Declarant and a Non-Residential Unit Owner.

7.2.1. Subject to the provisions of Section 7.1 herein, except to the extent prohibited by law, the Declarant and a Non-Residential Unit Owner shall have the right, without the consent or approval of the Board or other Unit Owners, to:

(a) make Alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unit(s);

(b) change the layout of, or number of rooms therein;

(c) provided the Alteration does not jeopardize the structural integrity of the Building, change the size of the Unit(s) by (i) subdividing its Unit into two or more separate Units, (ii) combining two or more Units resulting from such subdivision or otherwise into one or more units, (iii) altering the boundary walls between any two or more separate Units resulting from such subdivision or combination, or (iv) with respect to the Residential Units only, otherwise including and incorporating Residential Common Elements into such Residential Unit;

(d) if appropriate, reapportion among the Units affected by such change in size or number pursuant to this article, their respective Common Interests; provided, however, that with respect to any such Alteration:

(i) 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;

(ii) any such Alteration or change shall comply with all applicable law;

(iii) the Unit Owner making any such Alteration or change shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom; and

(iv) such Alteration shall not jeopardize the soundness or structural integrity of the Building.

(v) such Alteration shall not diminish the sound insultation properties of the Building or Unit.

7.2.2. Any Alteration may not affect the Common Interests of other Units unless the owners of each Unit affected shall consent thereto.

7.2.3. Without the prior written consent of the Declarant, a Non-Residential Unit Owner may not perform any work in, or apply for any permits to perform work, in its Unit before a final Certificate of Occupancy covering the entire Building is issued by the Department of Buildings.

7.2.4. In the event a Non-Residential Unit is leased, the tenant(s) of such Unit shall have the same rights as the Non-Residential Unit Owner to make alterations, additions or improvements as set forth in this Article, subject to such Unit Owner's consent.

7.3. Alterations to Residential Units. Residential Unit Owners (other than Declarant) may not make any Alterations to their Unit without the prior written consent of the Board of Managers; such consent will not be unreasonably withheld, provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. Furthermore, Unit Owners (other than Declarant) may not apply for any permits for construction work in a Unit until after the final Certificate of Occupancy has been issued for the Building by the Department

of Buildings. Furthermore, Residential Unit Owners (other than Declarant) may not apply for any permits for construction work in a Residential Unit until after the final Certificate of Occupancy has been issued for the Building by the Department of Buildings.

7.4. Changes to Boundaries and Tax Lot Drawings. Boundaries and components of each Unit are described in detail in this Declaration, and depicted graphically on the Tax Lot Drawings. The boundaries of the Units in the Tax Lot Drawings shall be substantially the same as those in the Plans. Any differences between the Plans and the Tax Lot Drawings shall be subject to the approval of an affected Unit Owner, provided that such approval shall not be unreasonably withheld if such changes are de minimis. Prior to any de minimis change in the boundaries or change to the Tax Lot Drawings, the party proposing such change shall provide the other party with ten (10) business days' notice of such change, and thereafter the parties may attempt to resolve the issue or in the alterative, the parties may commence arbitration as set forth in the By-Laws to resolve any disagreement. In the event of arbitration, such change shall not be made until the arbitrator has issued their decision, and thereafter the parties will cooperate to effectuate such decision.

ARTICLE 8 EASEMENTS

8.1. Board of Managers Easement to Operate and Maintain the Common Elements. The Board of Managers shall have, and each Unit shall be subject to, an easement and a right of access:

(a) to operate, maintain, repair, alter, rebuild, prevent or minimize damage to, and cause to be in compliance with any applicable laws and insurance requirements, the Common Elements;

(b) to install, operate, maintain, repair, alter and rebuild the Common Elements located in, over, under, through or upon any Unit or elsewhere on the Property; and

(c) to maintain any encroachment on any Unit, resulting from the repair, alteration or rebuilding of the Common Elements.

Access to any Unit or Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of a Non-Residential Unit, or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than two (2) days' notice, except that no notice will be necessary in the case of an emergency.

8.2. Ingress and Egress. Each Unit Owner, permitted tenants and occupants of the Building, the Building managing agent, the sales agent employed by the Declarant, and all other officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress to and egress from their Unit. Notwithstanding the foregoing, however, no person shall use or enjoy the Common Elements or Residential 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.

8.3. Utilities.

8.3.1. For so long as Declarant owns a Unit, Declarant shall have the absolute right (without any obligation to obtain the consent of the Board or any other Unit Owner or other part except as required by law) to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property as Declarant 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 applicable Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the permitted use of Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not reduce the usable square footage of the any Unit nor prevent or unreasonably interfere with the permitted use of Units.

8.3.2. Each Unit Owner, for its benefit, shall have an easement to, and may, without the prior consent of the Board of Managers, the Declarant or other Unit Owners but subject to the provisions of this Declaration pertaining to Alterations: (i) install, operate, maintain, repair, alter, rebuild, restore and replace Units, and any pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the Unit, located in, over, under, through or upon the Common Elements; and (ii) install pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities in connection with the design, construction, use, operation and/or occupancy of such Unit in, over, under, through or upon the Common Elements, including but not limited to, penetrating floor slabs; provided that access to the Common Elements or other portions of the Property in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Common Elements and such other portions of the Property for their permitted purposes or affect the structural integrity of the Building. A Unit Owner shall provide the Board of Managers with prior written notice at least fifteen (15) days prior to filing any applications with the applicable government authorities to perform such work, including the Department of Buildings. The relocation of any pipes, wires, ducts, flues, vents, cables, conduits, or other lines, equipment or facilities after the Building obtains a TCO shall require the prior written consent of the Board of Managers.

8.3.2. To the extent any filings with the New York City Department of Buildings or other municipal agency is necessary for the foregoing or the consent or signature of the Board of Managers is required on any documents, the Board of Managers shall cooperate with respect to the same by timely executing the same, provided all associated expenses are paid by the requesting Unit Owner.

8.4. Repairs and Maintenance.

8.4.1. Provided the Unit Owners are in compliance with all other requirements set forth in this Declaration and the By-Laws, and any regulations promulgated by the Board of Managers, all Unit Owners shall have access through all Common Elements to make repairs and installations, provided that in non-emergency situations the Unit Owners shall notify the Board of their intent to work on equipment servicing their Unit and conduct such work in a manner designed to cause the minimum amount of disturbance to other Unit Owners.

8.4.2. A Non-Residential Unit Owner, and their employees, contractors and invitees, shall have access to Residential Common Elements, including the elevators, and the Residential Units

for the purpose of maintaining, replacing or effecting repairs to their respective Units or any systems servicing such Unit. In the event of a non-emergency, the party seeking such access shall notify the Board of Managers and the Residential Unit Owners if applicable of their intent to work on equipment servicing such Unit and conduct such work in a manner designed to cause the minimum amount of disturbance to the Residential Unit Owners.

8.4.3. Access shall be permitted through any portion of the Building in the event of an emergency.

8.4.4. All work to be performed pursuant to this Section must be performed by licensed and insured contractors, and in accordance with applicable law.

8.5. Storefront and Signage. Subject to the terms of this Declaration, a Non-Residential Unit Owner and the Declarant shall have an easement to erect and maintain signage as set forth herein.

8.5.1 A Non-Residential Unit Owner shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs, on the storefront to its Unit provided the same relate solely to the operation of the Unit or for the purpose of advertising the sale or lease of all or any portion of the Non-Residential Unit. The Non-Residential Unit Owner shall not have the right to place or install any sign or other advertisement on any part of the Building other than the storefront without the prior written consent of the Board of Managers.

8.5.2 For so long as Declarant owns a Unit, the Declarant shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not obstruct permitted signage placed by a Non-Residential Unit Owner, and does not unreasonably obstruct any Residential Unit (other than an Unsold Unit).

8.5.3 Maintenance and repair of the storefront and signage, as well as any Limited Common Elements, fixtures, or improvements, located on the façade appurtenant to the Non-Residential Unit shall be the responsibility of the Non-Residential Unit Owner.

8.6. Construction. Declarant reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units and Common Elements, to complete construction in a manner consistent with the purposes of the offering plan and to ensure Declarant's rights and obligations thereunder. Declarant shall provide three days' notice except under exigent circumstances where Declarant shall provide reasonable notice. Declarant is obligated to repair any damages caused as the result of the foregoing work. Declarant will not interfere with a Unit Owner's reasonable use of their Unit during any work period. However, there may be a temporary limitation as to use of the public areas. Declarant's reservation and rights shall include, but not be limited to:

(i) The right to maintain general, sales and leasing office(s) and personnel on the Premises, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection and display of vacant or licensed Units, as well as all Common Elements, to prospective Purchasers or lessees; and

(ii) Right of access in and to Units and Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing and similar work.

8.7. Ventilation Ducts. Each Unit Owner shall have in common with all other Unit Owners, and each Unit shall be subject to, an easement to access, operate and maintain ventilation ducts for the purpose of providing fresh air serving the Units located in, over, under, through or upon any Unit and the Common Elements.

8.8. Subjacency, Support and Necessity. Each Unit and the Common Elements shall have easements of subjacency, support and necessity, and the same shall be subject to such easements in favor of all the other Units and the Common Elements.

8.9. Perpetual and Irrevocable. Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

ARTICLE 9 SERVICE OF PROCESS AND BUILDING CODE VIOLATIONS

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium. Service of process on Unit Owners with regard to any violation of local building codes, zoning ordinances and other related building and zoning laws pertaining to the Common Elements or one or more of the Units shall be made upon the Board of Managers of The 58 Saint Marks Place Condominium at 58 Saint Marks Place, Brooklyn, NY 11217, or such other address to be designated by the Board of Managers. Subject to conditions stated in the By-Laws, the Board of Managers shall have the principal responsibility for curing any violations of such building or zoning laws and service upon the Board of Managers shall be deemed service upon the Declarant or Owners of the Condominium Unit or Units in which any such violations exist.

ARTICLE 10 COMMON INTEREST

Each Unit Owner shall have such percentage interest in the Common Elements as is set forth on Schedule B attached hereto. Each Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s). Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Unit Owners as a group (as proposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners unless otherwise mandated by law or expressly provided for herein or in the By-Laws. The percentage of interest of each Unit in the Common Elements has been determined by the Declarant based upon the floor area subject to the location of such space and the additional factors of relative value to other spaces in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit pursuant to §339-i(1)(iv) of the Real Property Law. The percentage interest of all of the Units in the Condominium totals one hundred percent (100%).

ARTICLE 11 ADMINISTRATION

The Condominium shall be governed by a five (5) member Board of Managers. The principal officers of the Condominium shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Managers.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act.

The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium.

The Treasurer shall be responsible for overseeing the finances of the Condominium and for keeping the financial records and books of the Condominium.

The Board of Managers, in its discretion shall delegate powers to officers as it sees fit to execute agreements, contracts, deeds, leases, checks, etc. on behalf of the Condominium.

ARTICLE 12 AMENDMENT AND WITHDRAWAL

12.1. Amendments to the Declaration. Except as otherwise set forth herein, the provisions of this Declaration may only be amended by an instrument executed by the Board of Managers upon the affirmative vote of all Non-Residential Unit Owners and sixty-seven percent (67%) of the Residential Unit Owners in number and Common Interest, except as set forth below. Any amendment to this Declaration shall not take effect until it is recorded in the City Register's Office.

12.1.1. Any amendment altering the Common Interest percentage of a Unit Owner or altering any rights or obligations respecting the Common Elements shall require the written consent of the affected Unit Owner(s).

12.1.2. Any amendment adding any parcel of land or divesting any parcel of land from the Property shall require the unanimous consent of all the Unit Owners.

12.1.3. For a maximum of two (2) years from the date of the recording of the Declaration in the City Register's Office, as long as the Declarant continues to hold fifty-one percent (51%) or more, in number, of the Units, the Declarant's prior written consent shall be required in order to amend either the Declaration or the By-Laws. Furthermore, so long as Declarant shall own Unsold Units constituting twenty-five percent (25%) or more of the Common Interest, or for a period of five (5) years after closing of title to the first Unit pursuant to the offering plan, whichever is sooner, the Board of Managers may not, without the prior written consent of the Declarant, (i) make any addition, alteration or improvement to the Common Elements or to any Unsold Unit, or (ii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iii) provide for new or additional services other than those provided for in Schedule B of the offering plan. Declarant shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted. Notwithstanding the above, Declarant's consent shall not be withheld for expenses required to comply with applicable law, to remedy any notice of violation, to comply with any work order of

an insurer, or for any matter affecting the health or safety of the occupants of the Building. While Declarant has voting control of the Board of Managers, Declarant will not reduce or eliminate the services to be provided to the Condominium as set forth in the offering plan filed with the New York State Department of Law.

12.1.4 Any amendment to the Declaration or By-Laws that would materially and adversely impact the rights and obligations of a Non-Residential Unit Owner, the calculation of Common Charges to be paid by a Non-Residential Unit Owner, or the permitted use of a Non-Residential Unit shall require the consent of the Non-Residential Unit Owner.

12.1.5 Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only the Non-Residential Units or Non-Residential Unit Owners, except for those provisions relating to actions that require Board of Managers consent, may be amended by such Unit Owner, including the subdivision or combining of such Unit, without the consent of the Board or the other Unit Owners. However, such Unit Owner shall provide the Board of Managers and all other Unit Owners with written notice of any such modification at least fifteen (15) days prior to making any such change. The Board of Managers shall cooperate with such Unit Owner's efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

12.1.6 Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only the Residential Units (including but not limited to the subdivision or combining of Residential Units), the Declarant and/or the Residential Unit Owners may be amended, modified or deleted by the Declarant or the Residential Unit Owners as applicable without the consent of the Board or the other Unit Owners. However, the Declarant or the Residential Unit Owners shall provide the Board of Managers and all other Unit Owners with written notice of any such modification at least fifteen (15) days prior to making any such change. The Board of Managers shall cooperate with the Declarant's or the Residential Unit Owners' efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

12.2. Consent of Permitted Mortgagees. Fifty-one (51%) of Permitted Mortgagees must consent to: (i) any restoration or repair of the Building after a partial condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (ii) any election to terminate the Condominium after substantial destruction or substantial taking in a condemnation; and (iii) any reallocation of Common Interests resulting from a partial condemnation or destruction provided however that the consent of any Permitted Mortgagee of a Residential Unit shall not be required for any restoration and or repair under (i) or reallocation under (iii) above with respect to a Non-Residential Unit. Wherever in this section the consent of a Permitted Mortgagee or fifty-one (51%) of Permitted Mortgagees is required, the written consent of the Sponsor Mortgagee must be given, provided that such mortgage has not yet been satisfied.

12.2.1. A written notice will be sent certified or registered mail with a "return receipt" requested to Permitted Mortgagees notifying them of any proposed materially adverse change to the Declaration or By-Laws or matter requiring their consent. Approval or consent by a Permitted Mortgagee will be implied if the Permitted Mortgagee fails to submit a response within sixty (60) days after it receives proper notice, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. Notwithstanding the foregoing, wherever in this section

the consent of a Permitted Mortgagee or fifty-one (51%) of Permitted Mortgagees is required, the written consent of the Sponsor Mortgagee must be given, provided that such mortgage has not yet been satisfied.

12.3. Withdrawal from Condominium Ownership. The Property shall not be withdrawn from Condominium ownership without the consent of at least eighty percent (80%) of the Unit Owners in number and Common Interest, the Non-Residential Unit Owner, and at least fifty-one percent (51%) of the Permitted Mortgagees. Such withdrawal of the property from Condominium ownership shall not take effect until it is duly recorded in the City Register's Office. Notwithstanding the foregoing, wherever in this section the consent of a Permitted Mortgagee or fifty-one (51%) of Permitted Mortgagees is required, the written consent of the Sponsor Mortgagee must be given, provided that such mortgage has not yet been satisfied. The Condominium shall terminate following a taking of all or substantially all of the Property by condemnation or eminent domain; or damage or destruction to 75% or more of the Building if 75% or more of all Unit Owners do not duly and promptly elect to proceed with the repair or restoration and fifty-one (51%) of Permitted Mortgagees consent.

ARTICLE 13 SUBJECT TO DECLARATION, BY-LAWS, etc.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration and the By-Laws, and the mere acquisition or rental of any of the Units shall signify that the provisions of the Declaration and the By-Laws of the Condominium are accepted and ratified 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 thereof.

ARTICLE 14 COMMON CHARGES

14.1. Assessment of Common Charges. The Board of Managers shall have the authority, pursuant to the By-Laws, to fix and determine Common Expenses, and allocate and assess Common Expenses amongst the Unit Owners. Common Expenses may be allocated in a manner different from the allocation by Common Interest, as permitted by §339-m of the Condominium Act, the Declaration and the By-Laws, provided that such allocation is based on the proportion of expenses and charges fairly attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. The allocations of Common Expenses between Residential Units and Non-Residential Units in the Proposed Budget for the First Year of Condominium Operation, annexed hereto as Schedule D, are presumptive evidence of reasonableness but are based solely on projections; future allocations must be based on the proportion of expenses and charges fairly attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. The Board of Managers may not modify the allocations set forth in Schedule D without the unanimous consent of Non-Residential Unit Owner.

14.2. Lien Against Units. All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid, together with interest at the maximum legal rate thereon, chargeable

to any Unit Owner shall constitute a lien on their Unit prior to all other liens except: (a) tax or assessment liens on the Unit by any governmental taxing authority, including but not limited to, State, County, and City taxing agencies, if any; and (b) all sums unpaid on any mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York by the Condominium in like manner as a mortgage on real property, and costs incurred including reasonable attorney's fees (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. However, the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale, their successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges shall be charges to all Unit Owners as a Common Expense. The term "institutional mortgage" used herein shall mean a mortgage granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, real estate investment trust, real estate mortgage investment conduit, agency of the United States Government or of the City or State of New York, or other similar institutional lender or a purchase money mortgage granted by the Seller or any entity not included within any of the foregoing that is regularly engaged in the business of making, owning or servicing mortgage loans.

14.3. Unit Owners' Obligation to Pay Common Charges. Every Unit Owner shall pay the Common Charges assessed against their Unit when due and no Unit Owner may exempt themselves from liability for the payment of their Common Charges by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by themselves of such Unit made in accordance with §339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

14.4. License Fees. Licensees will be required to pay a monthly License Fee to the Board of Managers. The Board of Managers shall have the authority, pursuant to the By-Laws, to fix and determine License Fees.

14.4.1. Every Licensee shall pay the License Fees when due and no Licensee may exempt themselves from liability for the payment of License Fees by waiver of the use or enjoyment of any of the Licensed Space. However, a Licensee may abandon the use and enjoyment of the Licensed Space by terminating their license as prescribed by the By-Laws.

14.4.2. The Board of Managers shall have the authority, pursuant to the By-Laws, to terminate a license with no reimbursement for any consideration paid to acquire the license, in the event of a default in the payment of any monthly License Fee.

ARTICLE 15 UNITS ACQUIRED BY THE BOARD

In the event any Unit Owner shall convey their Unit to the Board of Managers in accordance with §339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

In order to carry out the provisions of this paragraph, each Unit Owner shall, upon taking title to their Unit, grant an irrevocable power of attorney coupled with an interest, to the Board of Managers and their successors to acquire title or lease any such Unit under whatever terms the Board of Managers may, in its sole discretion, deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board of Managers, in its sole discretion, shall deem proper.

ARTICLE 16 ENCROACHMENTS

The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as aforedescribed due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist as long as the Building or reconstructed building shall stand.

ARTICLE 17 UNIT OWNERSHIP

17.1. Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain a Unit Owner until such time as the purchaser ceases to own the Unit for any reason.

17.2 A license to Licensed Space does not create ownership in the space. A purchaser of a license for Licensed Space shall automatically become a Licensee in the Condominium and shall remain a Licensee until such time as the purchaser ceases to own the license for any reason. Declarant is the initial Licensee of each Licensed Space existing, if any, on Floor Plans recorded contemporaneously with this Declaration.

ARTICLE 18 CONVEYANCE OF A UNIT

Upon any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceedings in accordance with this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid Common Charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charge against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien, for any unpaid Common Charge against the grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

ARTICLE 19 COVENANTS AND RESTRICTIONS

The use of a Unit by the Unit Owner or other occupant shall be subject to the rules,

regulations, and provisions of this Declaration and the By-Laws and the following covenants and restrictions:

(a) The Unit and Common Elements exclusively servicing or benefitting such Unit shall be maintained in good repair, and Non-Residential Units shall be kept neat and presentable.

(b) No Alterations to the inside of a Unit that would impair the structural soundness of the Building may be made without the prior written consent of the Board of Managers.

(c) Any Unit Owner who mortgages or sells their Unit shall notify the Board of Managers and provide the name and address of their mortgagee or purchaser.

(d) The Board of Managers shall report to Permitted Mortgagees any unpaid Common Charges due from the Unit Owner of such Unit.

(e) No nuisances shall be allowed upon the Property and no use or practice shall be allowed which interfere with the peaceful possession and proper use of the Property by its residents.

(f) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(g) The Common Charges shall be paid when due.

ARTICLE 20 UTILITIES

Each Unit Owner shall be responsible for paying for the costs of separately sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges according to the provisions of Article 14.

ARTICLE 21 INVALIDITY

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no way affect any remaining part or parts hereof, and the same shall continue in full force and effect.

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, irrespective of the number of violations or breaches which may occur.

ARTICLE 23 CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in

no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 24 CERTAIN REFERENCES

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

24.2. The terms "herein", "hereof", or "hereunder" or similar terms in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

24.3. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25 SEVERABILITY

If any provision of this Declaration or the application thereof to any person, entity or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Declaration, and the application of such provision to persons, entities or circumstances other than those as to which it is specifically determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law, provided that under all circumstances, the provisions hereof are required to be interpreted and applied so that there will be no adverse effect on Declarant or any other person governed by or otherwise affected by this Declaration in any material respect as a result of any invalidity or unenforceability referred to above in this Article.

ARTICLE 26 COVENANT OF FURTHER ASSURANCES

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

26.1.1. If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney in fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

26.1.2. If any Unit Owner, the Board or any other party which is subject to the terms of

this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board or party is required to perform, execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney in fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or take such instrument or to take such action in the name of such Unit Owner, the Board or other party and such document or action shall be binding on such Unit Owner, the Board or other party, as the case may be.

26.2. Estoppel and Agreement. Upon the request of a Unit Owner, the Board of Managers will enter into an estoppel and agreement with such Unit Owner or an existing or proposed lender in form reasonably acceptable to such Unit Owner or existing or proposed lender, and which by its terms may be relied on by the Unit Owner's existing or proposed lender. The estoppel and agreement shall contain all or any of the following representations and statements to the extent requested by the Unit Owner:

(a) confirmation that the Declaration and By-Laws, as amended to date, are complete, correct and in full force and effect;

(b) a statement as to the amount of Common Charges and assessments and all other amounts due to the Condominium by the Unit Owner at the time specified by the Unit Owner, and confirmation of all payments made to that date and a statement as to the monthly Common Charges and special assessments payable following a closing;

(c) confirmation of the then current budget of the Condominium and the amounts payable by the applicable Unit Owner, and an agreement that the calculation of payments due from the Unit Owner or services provided to the Unit Owner will not be changed without its consent;

(d) an agreement to deliver all notices that are sent to the Unit Owner to its lender or lender's designee at the address provided;

(e) confirmation that the current use of the Unit does not violate the terms of the Declaration and By-Laws;

(f) agreement that the tenant of a Unit Owner is a third-party beneficiary of the obligations of the Condominium to the Unit Owner;

(g) confirmation to the lender of the provisions of the Declaration allowing the applicable Unit Owner to make alterations to the Unit with or without any consent, as the case may be, and an agreement to permit the tenant of the Unit Owner to undertake such alterations if designated by the Unit Owner to do so;

(h) agreement that the Condominium shall have the same rights to consent to the actions of the tenant of a Unit Owner as it does to an action of the Unit Owner;

(i) agreement to provide the lender of a Unit Owner ten (10) days' prior notice

of any action or sanction that the Board of Managers has determined to take against the Unit Owner; and

(j) a confirmation to the lender of a Unit Owner that it knows of no posted violations against the Unit or pending bankruptcy with respect to the Unit Owner other than those set forth in the estoppel and agreement.

26.3. Further Assurances Requested by Declarant. Without intending to limit the generality of the foregoing, the Board of Managers and each Unit Owner shall be required, upon the request of Declarant, to execute and delivery any or applications reasonably required in connection with any merger, any declaration of zoning lot restrictions or any zoning lot development agreement.

ARTICLE 27 SUCCESSORS AND ASSIGNS

Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of each Unit Owner set forth herein shall inure to the benefit of and be binding upon any successor or assign of each Unit Owner. However, the rights of Declarant set forth herein shall not inure to the benefit of a Unit Owner acquiring a Unit from Declarant pursuant to an offering plan filed with the New York State Department of Law. Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee, or with the consent of Declarant or its designee, any transferee of some or all of the Unsold Units then owned by Declarant or its designee, as the case may be. Subject to the foregoing, Declarant and its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 28 NOTICE AND CONSENTS

Whenever a Unit Owner is permitted, pursuant to the terms of this Declaration, to make Alterations or other changes to its Unit, the Declaration or the By-Laws, or to apply to a government agency with respect to the use or Alteration of its Unit without the prior written consent of the other Unit Owners or the Board of Managers, such Unit Owner shall provide the Board of Managers and the other Unit Owners written notice at least fifteen (15) days prior to commencing any such alteration or submitting such application.

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

ARTICLE 29 INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Schedule A; (ii) the description of the Units annexed hereto as Schedule B; (iii) the By-Laws annexed hereto as Schedule C; (iv) the schedule providing allocation of Common Expenses among the Units annexed hereto as Schedule D; and (v) the Tax Lot Drawings, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 30 AUTHORIZATION TO BORROW

The Board of Managers is authorized, subject to the restrictions set forth in the By-Laws, to incur debt on behalf of Unit Owners to provide for major and minor maintenance, repairs, additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence and similar purposes. The repayment of any and all such debt may be secured and paid as provided in §339-jj of the New York Real Property Law.

ARTICLE 31 POWER OF ATTORNEY

31.1. Each Unit Owner shall grant to the Board of Managers an irrevocable limited power of attorney, coupled with an interest (in such form and content as the Board of Managers shall determine) following due authorization (if required) from the Unit Owners (a) to acquire or lease any Unit, together with its Appurtenant Interest (as defined hereinafter) whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to convey, sell lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine; and (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other action which the Board of Managers deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board of Managers deems necessary or appropriate.

31.2. Each Unit Owner shall also grant to Declarant a power of attorney to amend the Declaration and to effectuate the rights granted to Declarant and Unit Owners under the Declaration as set forth herein.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the _____ day of_____ 20___.

DECLARANT:
4TH AVENUE DEVELOPMENT OWNER LLC

By: _____
Name:
Title:

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

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

_____
NOTARY PUBLIC

SCHEDULE A TO THE DECLARATION OF THE CONDOMINIUM

The 58 Saint Marks Place Condominium
58 Saint Marks Place
Brooklyn, NY 11217
Kings County

TAX BLOCK 395

DESCRIPTION OF THE LAND

SCHEDULE B TO THE DECLARATION OF THE CONDOMINIUM

The 58 Saint Marks Place Condominium
58 Saint Marks Place
Brooklyn, NY 11217
Kings County

TAX BLOCK 395

UNIT SCHEDULE

UNIT	TAX LOT	COMMON INTEREST PERCENTAGE	BDRMS	BATHS	LOCATION	APPROX. SQUARE FOOTAGE	LIMITED COMMON ELEMENT ("LCE")	APPROX. SQUARE FOOTAGE OF LCE
101		0.3519%	0	1	First Floor	453		
203		0.5577%	1	1	Second Floor	718		
204		0.4687%	1	1	Second Floor	580	Terrace	94
205		0.3355%	0	1	Second Floor	432		
206		0.3200%	0	1	Second Floor	412		
207		0.3818%	0	1	Second Floor	470	Terrace	86
208		0.3161%	0	1	Second Floor	407		
209		0.7794%	2	1	Second Floor	991	Terrace	50
210		0.6377%	1	1	Second Floor	808	Terrace	52
212		1.1924%	3	2	Second Floor	1,512	Terrace	93
214		0.8134%	2	2	Second Floor	1,023	Terrace	97
301		0.8113%	2	2	Third Floor	1021	Balcony	94
303		0.5569%	1	1	Third Floor	717		
304		0.4687%	1	1	Third Floor	580	Balcony	94
305		0.3355%	0	1	Third Floor	432		
306		0.3200%	0	1	Third Floor	412		
307		0.3818%	0	1	Third Floor	470	Balcony	86
308		0.3161%	0	1	Third Floor	407		
309		0.7794%	2	1	Third Floor	991	Balcony	50
310		0.6377%	1	1	Third Floor	808	Balcony	52
311		0.5955%	1	1	Third Floor	742	Balcony	99
312		1.2022%	3	2	Third Floor	1512	Balcony	143
314		0.8183%	2	2	Third Floor	1016	Balcony	150
315		0.6501%	1	1	Third Floor	837		
401		0.8113%	2	2	Fourth Floor	1021	Balcony	94
403		0.5569%	1	1	Fourth Floor	717		
404		0.4687%	1	1	Fourth Floor	580	Balcony	94
405		0.3355%	0	1	Fourth Floor	432		
406		0.3200%	0	1	Fourth Floor	412		
407		0.3818%	0	1	Fourth Floor	470	Balcony	86
408		0.3161%	0	1	Fourth Floor	407		
409		1.0544%	3	2	Fourth Floor	1332	Balcony	102
410		0.8868%	2	2	Fourth Floor	1117	Balcony	99
411		1.0416%	2	2	Fourth Floor	1330	Balcony	44
412		1.2022%	3	2	Fourth Floor	1512	Balcony	143
414		0.8183%	2	2	Fourth Floor	1016	Balcony	150
415		0.6501%	1	1	Fourth Floor	837		

501		0.8128%	2	2	Fifth Floor	1023	Balcony	94
503		0.5569%	1	1	Fifth Floor	717		
504		0.4687%	1	1	Fifth Floor	580	Balcony	94
505		0.3355%	0	1	Fifth Floor	432		
506		0.3200%	0	1	Fifth Floor	412		
507		0.3818%	0	1	Fifth Floor	470	Balcony	86
508		0.3161%	0	1	Fifth Floor	407		
509		1.0544%	3	2	Fifth Floor	1332	Balcony	102
510		0.8868%	2	2	Fifth Floor	1117	Balcony	99
511		1.0416%	2	2	Fifth Floor	1330	Balcony	44
512		1.2022%	3	2	Fifth Floor	1512	Balcony	143
514		0.8183%	2	2	Fifth Floor	1016	Balcony	150
515		0.6501%	1	1	Fifth Floor	837		
516		2.0061%	4	3.5	Fourth and Fifth Floor	2334	Terrace	995
601		0.8128%	2	2	Sixth Floor	1023	Balcony	94
603		0.5569%	1	1	Sixth Floor	717		
604		0.7965%	2	2	Sixth Floor	1002	Balcony	94
605		0.5132%	1	1	Sixth Floor	650	Balcony	43
606		0.5132%	1	1	Sixth Floor	650	Balcony	43
609		1.0544%	3	2	Sixth Floor	1332	Balcony	102
610		0.8868%	2	2	Sixth Floor	1117	Balcony	99
611		1.0416%	2	2	Sixth Floor	1330	Balcony	44
612		1.2022%	3	2	Sixth Floor	1512	Balcony	143
614		0.8183%	2	2	Sixth Floor	1016	Balcony	150
615		0.6501%	1	1	Sixth Floor	837		
701		0.8128%	2	2	Seventh Floor	1023	Balcony	94
703		0.5569%	1	1	Seventh Floor	717		
704		0.7965%	2	2	Seventh Floor	1002	Balcony	94
705		0.5132%	1	1	Seventh Floor	650	Balcony	43
706		0.5132%	1	1	Seventh Floor	650	Balcony	43
709		1.0544%	3	2	Seventh Floor	1332	Balcony	102
710		0.8868%	2	2	Seventh Floor	1117	Balcony	99
711		1.0416%	2	2	Seventh Floor	1330	Balcony	44
712		1.2022%	3	2	Seventh Floor	1512	Balcony	143
714		0.8183%	2	2	Seventh Floor	1016	Balcony	150
715		0.6540%	1	1	Seventh Floor	842		
801		0.8128%	2	2	Eighth Floor	1023	Balcony	94
803		0.5569%	1	1	Eighth Floor	717		
804		0.7965%	2	2	Eighth Floor	1002	Balcony	94
805		0.5132%	1	1	Eighth Floor	650	Balcony	43
806		0.5132%	1	1	Eighth Floor	650	Balcony	43
809		1.0544%	3	2	Eighth Floor	1332	Balcony	102
810		0.8868%	2	2	Eighth Floor	1117	Balcony	99
811		1.0416%	2	2	Eighth Floor	1330	Balcony	44
812		1.2022%	3	2	Eighth Floor	1512	Balcony	143
814		0.8183%	2	2	Eighth Floor	1016	Balcony	150
815		0.6540%	1	1	Eighth Floor	842	Balcony	0
901		1.0893%	2	2.5	Ninth Floor	1379	Balcony	94
902		1.0451%	2	2.5	Ninth Floor	1322	Balcony	94
903		1.0575%	2	2.5	Ninth Floor	1340	Balcony	86
909		1.0552%	3	2	Ninth Floor	1333	Balcony	102
910		1.9379%	4	3.5	Ninth Floor	2404	Balcony and Terrace	364
912		1.1983%	3	2	Ninth Floor	1507	Balcony	143
914		0.8183%	2	2	Ninth Floor	1016	Balcony	150
915		0.6540%	1	1	Ninth Floor	842	Balcony	0

PH 1001		1.5457%	3	2.5	Tenth Floor	1755	Terrace	940
PH 1002		1.6163%	3	2.5	Tenth Floor	1726	Terrace	1420
PH 1003		1.9449%	4	3.5	Tenth Floor	2255	Terrace	996
PH 1101		1.3880%	3	2.5	Eleventh Floor	1755	Terrace	128
PH 1102		1.3664%	3	2.5	Eleventh Floor	1726	Terrace	133
PH 1103		1.7987%	4	3.5	Eleventh Floor	2255	Terrace	243
PH 1104		1.3808%	3	2.5	Eleventh Floor	1718	Terrace	239
PH 1105		1.3860%	3	2.5	Eleventh Floor	1723	Terrace	246
PH 1106		1.3963%	3	2.5	Eleventh Floor	1737	Terrace	243
PH 1201		1.5851%	3	2.5	Twelfth Floor	1846	Balcony and Terrace	779
PH 1202		1.5921%	3	2.5	Twelfth Floor	1817	Balcony and Terrace	931
PH 1203		1.9818%	4	3.5	Twelfth Floor	2382	Terrace	678
PH 1204		2.3993%	4	3.5	Twelfth Floor	2772	Balcony and Terrace	1268
Commercial Unit		9.2040%			First Floor and Basement	11,850		
Community Facility Unit		0.2901%			First Floor	374		

SCHEDULE C TO THE DECLARATION OF THE CONDOMINIUM

The 58 Saint Marks Place Condominium
58 Saint Marks Place
Brooklyn, NY 11217
Kings County

TAX BLOCK 395

BY-LAWS

ARTICLE 1 GENERAL

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 58 Saint Marks Place Condominium (the "Condominium"). The Condominium covers the fee interests in the Property, the Building, and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of the Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") by 4TH AVENUE DEVELOPMENT OWNER LLC ("Sponsor" or "Declarant") in the City Register's Office, together with these By-Laws.

1.2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium and the Common Elements, and the use and occupancy thereof.

1.3. Personal Application. All present and future Unit Owners, mortgagees, lessees, or their employees, guests, invitees or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance.

1.4. Definitions. Any capitalized words herein that are undefined in these By-Laws shall have the same definitions as listed in the Declaration.

1.5. Principal Office of the Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the City of New York reasonably convenient thereto, as may be designated from time to time by the Board of Managers.

ARTICLE 2 BOARD OF MANAGERS

2.1. General Description of Board of Managers. The affairs of the Condominium shall be managed by a five (5) member Board of Managers comprised of one (1) member to be designated by the Commercial Unit Owner (the "Non-Residential Board Member") and four (4) members to be designated or elected by the Residential Unit Owner(s) (the "Residential Board Members"). During the Control Period, the affairs of the Condominium shall be managed by a three (3) member Board of Managers designated by Declarant.

2.2. Control by Declarant. Declarant reserves the right to control the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to purchasers pursuant to an offering plan filed with the New York State Department of Law; or (b) three (3) years after the date the first Residential Unit has been conveyed to a purchaser pursuant to an offering plan filed with the New York State Department of Law (the "Control Period"). However, as long as Declarant owns a Unit, Declarant will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Control Period. In the event that there is a Successor Sponsor and Declarant still owns a Unit, only Declarant may appoint one (1) Residential member of the Board of Managers. Declarant reserves the right to relinquish control of the Board of Managers prior to the expiration of the Control Period.

2.3. Eligibility Requirements for Board Members. With the exception of those members elected or designated by the Declarant or Non-Residential Unit Owners, only a Unit Owner not in arrears, with regards to Common Charges, the principal or officer of such Unit Owner, or the spouse of such Unit Owner, are eligible for election to the Board of Managers. If the Board of Managers perfects a lien against a Unit where the Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner is a Board Member, the Board Member shall be removed and replaced as set forth in these By-laws.

2.4. Election of Residential Board Members; Designation of Non-Residential Board Members; Change in Number of Board Members.

2.4.1. All elections of the Residential Board Members shall be determined by block voting, also referred to as plurality-at-large voting; the candidates with the greatest number of votes are elected. Voting shall be by written ballot and each ballot shall state the name of the Unit Owner voting, the Unit(s) owned by such Unit Owner and their appurtenant percentage of Common Interest and Residential Common Interest, and if applicable, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall select as many candidates as there are open seats, with each selected candidate receiving the full amount of such Unit Owner's votes. Each Unit Owner shall be entitled to cast one vote for each .0001% of Residential Common Interest attributable to their Unit(s); the total possible number of votes of all Unit Owners shall be 1,000,000 per open seat (e.g. if there are three open seats then the ballots will total 3,000,000 votes if all Unit Owners properly vote and the maximum any one candidate can possibly receive is 1,000,000 votes). A Unit Owner's failure to select a candidate for each open seat shall not allocate more votes towards selected candidates and will result in a portion of such Unit Owner's votes to be null (e.g. if a Unit Owner has .1000% Common Interest, there are three open positions, and such Unit Owner only selects two candidates on a ballot, each of the two candidates selected shall only receive 1,000

votes). Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

2.4.2. Notwithstanding any other provisions of this Article or any other provisions of these By-Laws to the contrary, commencing with the first annual meeting of the Unit Owners, the Declarant shall have the right to vote all of the Common Interests attributable to Units owned by Declarant. Declarant shall have the right to designate all of the Residential Board Members during the Control Period. Notwithstanding the foregoing, Declarant may, at its discretion, relinquish voting control of the Board of Managers prior to the end of the Control Period. So long as Declarant owns at least one (1) Unit, Declarant shall have the right to designate one (1) Residential Board Member.

2.4.3 The Non-Residential Board Member shall be designated by the Non-Residential Unit Owner.

2.4.4 The number of members of the Board of Managers may not be changed without the consent of Residential Unit Owners representing fifty-one percent (51%) of the Residential Common Interests, the Non-Residential Unit Owner, and the Declarant for so long as Declarant owns at least one (1) Unit.

2.5. Duties of the Board of Managers. The Board of Managers shall have the duties necessary for or incidental to the administration of the affairs of the Condominium, and shall make all decisions and take all actions affecting the Condominium and the Common Elements not otherwise delegated to the Non-Residential Board Member or the Residential Board Members herein.

2.5.1 Notwithstanding anything to the contrary in these By-Laws, all determinations of the Board of Managers which affect only the:

(a) Residential Units, do not materially and adversely affect the use and operation of the Non-Residential Units, and do not increase the obligations of the Non-Residential Unit Owners shall be made by the Residential Board Members, and the Residential Board Members may designate a committee comprised of Residential Unit Owners to make such determinations;

(b) Non-Residential Unit, do not materially and adversely affect the use and operation of Residential Units, and do not increase the obligations of the Residential Unit Owners shall be made by the Non-Residential Board Member.

Any dispute as to whether or not a determination materially and adversely affects any Units or Unit Owners shall be settled by arbitration in accordance with the provisions of these By-Laws. No dispute with respect to whether a determination materially and adversely affects a Unit shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Board of Managers within ten (10) business days of receipt by it of notice of such determination.

2.6. Powers of the Board of Managers. Subject to the terms of the Declaration and these By-Laws, the Board of Managers shall have the powers necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Board of Managers by the Unit Owners). These powers shall specifically include, but are not limited to, the following:

(a) To determine and levy monthly assessments ("Common Charges") to cover the cost of common expenses, payable in advance, and to allocate such Common Charges which may not necessarily be in accordance with each Unit's Common Interest, so long as it is in a way fairly attributable to all or a portion of the Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners;

(b) To collect, use and expend the Common Charges and assessments collected, to maintain, care for and preserve the Common Elements, and the Residential Common Elements. In no event shall Common Charges, Special Assessments or other funds received by the Board of Managers in connection with repairs of the Common Elements or Residential Common Elements be utilized to defray any expenses other than those related to the maintenance, repair and preservation of the Common Elements or Residential Common Elements respectively;

(c) To make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(d) To exercise the easements and access rights granted to the Board of Managers in the Declaration when necessary and with as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the property, including emergency repairs at all times whether or not the Unit Owner is present, provided that such utility or other easements shall not, to the extent commercially reasonable, interfere with the permitted use of Units;

(e) To open and maintain bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;

(f) To insure and keep insured the Common Elements and Units in accordance with these By-Laws;

(g) To collect delinquent Common Charges and/or assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the Rules and Regulations herein referred to;

(h) To purchase any Unit at a foreclosure sale on behalf of all Unit Owners;

(i) To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of manager in connection with the matters hereinabove set forth;

(j) To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium. The Board of Managers may, in its discretion, fund the cost of any such litigation out of the Common Charge and/or assessments. The Board of Managers shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of Condominium and these By-Laws, and may fund the cost of any such litigation out of the Common Charge and/or assessments. Non-

Residential Unit Owners shall not be responsible to fund, through the payment of Common Charges or otherwise, disputes among the Residential Unit Owners, or the Board of Managers and one or more Residential Unit Owners. Without limiting the foregoing, the Board of Managers may engage in litigation pertaining to the enforcement of the Sponsor's obligations, as such obligations are set forth in the Declaration of Condominium and these By-Laws, and to the maintenance and operation of the Common Elements;

(k) To acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Unit so acquired and to vote as Unit Owner, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

(l) To grant utility or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners;

(m) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of at least one-hundred (100%) percent in number of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of Five Thousand ($5,000.00) Dollars; (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owner of said Unit; and (iii) such borrowing shall not modify the Budget Allocation or increase the obligations of a Non-Residential Unit Owner;

(n) To act as an agent of each Unit Owner who has given their written authorization to complain or apply to the local and county Real Estate Tax Assessment Agency Board of Review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and charge all such Unit Owners a pro rata share of expenses, disbursements and legal fees for which charges the Board of Managers shall have a lien pursuant to these By-Laws;

(o) To sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such structural addition, alteration or improvement made by Sponsor or Successor Sponsor to any Unit, provided, however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers;

(p) To collect funds from Unit Owners and accumulate reserves for capital replacements to the Units (the "Reserve Fund"). The Reserve Fund, if any, shall be used for the periodic maintenance, repair and replacement of the Common Elements. Non-Residential Unit Owners shall be obligated to contribute to the Reserve Fund, however, such contributions must go towards Common Elements that serve the entire Building and not Residential Common Elements;

(q) To collect monthly escrows from Unit Owners with their Common Charges for the payment of real estate taxes attributable to individual Units based upon the estimated tax bill for the entire Property and the then current tax rate until all of the Units are separately assessed, and deposit the same in a tax escrow account established by Declarant pursuant to an offering plan filed with the New York State Department of Law; and

(r) To establish, enforce, amend and otherwise modify Rules and Regulations relating to the operation of the Condominium from time to time, and such Rules and Regulations, and any amendments thereto, shall be binding upon the Unit Owners thirty (30) days after the date the Board of Managers has approved them in writing and delivered a copy of the same to each Unit Owner. Such Rules and Regulations, and any amendments thereto, shall be applied uniformly to all Unit Owners, shall not be discriminatory, and shall not reduce the rights granted to Non-Residential Unit Owners in the Declaration or these By-Laws.

2.7. Resignation and Removal of Board Members.

2.7.1 Any Board Member may resign at any time by written notice delivered or sent by certified mail, return receipt requested to the Board of Managers. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective.

2.7.2 At any regular or special meeting of Unit Owners at which a quorum is established, (i) any Board Member appointed or elected by the Residential Unit Owners or Declarant may be removed for "Cause" (as hereinafter defined) by the Non-Residential Unit Owner and (ii) any Board Member appointed by the Non-Residential Unit Owner may be removed for Cause by the Residential Unit Owners. Any Board Member whose removal for Cause has been proposed shall be given an opportunity to be heard at the meeting. As used herein, "Cause" shall mean (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers. In the event of such removal, only the Non-Residential Unit Owner shall have the right to appoint a Non-Residential Board Member so removed, only the Residential Unit Owners may replace an elected Residential Board Member so removed, and only Declarant may replace a Declarant appointed Residential Board Member so removed.

2.7.3 The Non-Residential Unit Owner and Declarant shall have the right to remove their appointed Board Member at any time with or without Cause. An elected Residential Board Member may be removed and replaced by a vote of the Residential Unit Owners, pursuant to the terms of these By-Laws, at any regular or special meeting.

2.7.4 Vacancies. Any vacancy on the Board of Managers for whatever reason shall be filled by the Unit Owner(s) entitled to elect or designate such Board Member, within twenty (20) days after the occurrence of any such vacancy. Any person so appointed or elected shall be a member of the Board of Managers for the remainder of the prior Board Member's term or until their successor shall be elected or appointed.

2.8. Board Meetings. Regular meetings of the Board of Managers shall be held at least four (4) times annually. Board of Managers members may appear at meetings by telephone or other electronic transmission provided all members may hear and be heard by all other members in

attendance. The President may call a special meeting of the Board of Managers at their discretion unless directed by a majority of the Board of Managers to call a special meeting.

2.9. Quorum. A quorum of the Board of Managers shall consist of at least one (1) Non-Residential Board Member and at least three (3) Residential Board Members. In the event a quorum is not reached at a Board meeting, the Board Members present shall adjourn the meeting in accordance with their rules and send a notice for an adjourned meeting to be held within fifteen (15) business days of the adjourned meeting. If at the adjourned meeting there is no quorum, the Board Members present at the meeting shall adjourn the meeting in accordance with their rules and again send a notice for a second adjourned meeting to be held within fifteen (15) business days of the adjourned meeting. If there is no quorum at such adjourned meeting, one (1) Non-Residential Board Member and two (2) of the Residential Board Members, provided both of the Residential Board Members have attended all three meetings, may then act for the Board of Managers at the third meeting even though there is no quorum present. Notwithstanding the foregoing, a quorum of three (3) Residential Board members shall be sufficient for a Board of Managers meeting provided (a) the topics to be addressed at such meeting relates solely to the Residential Units; and (b) the Non-Residential Board Members have been notified of the date, time, location and topics to be addressed at such meeting; a quorum of one (1) Non-Residential Board member shall be sufficient for a Board of Managers meeting provided (a) the topics to be addressed at such meeting relates solely to the Non-Residential Units; and (b) the Residential Board Members have been notified of the date, time, location and topics to be addressed at such meeting.

2.10. Vote Required to Transact Business. When a quorum is present at any meeting, all decisions affecting the Common Elements, both Residential Units and Non-Residential Units, or the entire Property shall require the vote of a majority of Board Members present; provided however, the Board of Managers shall not make any decisions or conduct any transactions that are discriminatory and adversely affect a Non-Residential Unit or Non-Residential Unit Owner. If a majority cannot be reached by the Board Members present, the vote shall be adjourned for the next meeting at which a quorum is present; if a majority cannot be reached at that meeting, the issue shall be presented to Unit Owners to vote at a special meeting or annual meeting. When a quorum is present at any meeting, all decisions and actions affecting only: (i) the Residential Units, the Residential Unit Owners, and/or the Residential Common Elements shall require the vote of a majority of the Residential Board Members; or (ii) the Non-Residential Unit, the Non-Residential Unit Owner, and/or the Non-Residential Common Elements shall require the vote of the Non-Residential Board Member.

2.11. Compensation. Managers and officers shall receive no compensation from the Condominium for their services.

2.12. Fidelity Bonds. The Board of Managers shall obtain and maintain to the extent obtainable Fidelity Insurance covering all employees of the Condominium who handle Condominium funds in an amount not less than $5,000.00 for each loss. The premiums on such bonds shall be a Common Expense.

2.13. Annual Statement. The Board of Managers shall furnish to all Unit Owners and the Department of Law (if and when required by law), and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium,

including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners' meeting.

2.14. Liability of Board Members. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by such Board Member as agent for the Board of Managers, and that no member of the Board of Managers, or individual Unit Owners shall be liable under such contract, agreement or commitment. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for gross negligence or willful misconduct or acts made in bad faith, and the Unit Owner shall jointly and severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a Board of Managers member in accordance with their duties as such member, except as set forth herein.

2.15. Managing Agent. At its discretion, the Board of Managers may employ for the Condominium a managing agent under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board of Managers listed in this Article.

ARTICLE 3 UNIT OWNERS

3.1. Annual Meetings. The first annual meeting of the Unit Owners shall be held within three hundred-sixty (360) days from the closing of title to the first Unit, or as soon thereafter as is practicable. At such meeting, the Non-Residential Unit Owner(s) shall designate the Non-Residential Board Member(s), and the Declarant shall designate the Residential Board Members. Thereafter, annual meetings of the Unit Owners shall be held on the anniversary of such date each succeeding year, and the Non-Residential Board Members, and after the Control Period the Residential Board Members, shall be appointed and/or elected at such annual meetings pursuant to these By-Laws.

3.2. Special Meetings. The President shall call a special meeting of the Unit Owners as directed by a majority of the Board of Managers or upon a petition signed by Unit Owners representing fifty-one (51%) of the Unit Owners in number or Common Interest having been presented to the Secretary of the Board of Managers.

3.3. Voting. Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Sponsor with respect to Units owned by Sponsor or Successor Sponsor) shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s). If only the vote of the Residential Unit Owners is required, the required percentage of votes shall mean a required percentage in terms of total Residential Common Interests, and not the Common Interest.

3.4. Quorum. Except when the vote of more than a majority of Unit Owners is required, a quorum of all the Unit Owners shall consist of at least the Non-Residential Unit Owner, and Residential Unit Owners representing fifty-one percent (51%) of the total Residential Common Interest, in person or by proxy. When a vote of more than fifty-one percent (51%) of Unit Owners is required, a quorum shall consist of the Non-Residential Unit Owner, and sufficient Residential Unit Owners representing the minimum percentage of votes required pursuant to the Declaration

and By-Laws. In the event a quorum is not reached at the annual meeting or a special meeting, the Unit Owner present shall adjourn the meeting in and send a notice for an adjourned meeting to be held within fifteen (15) business days of the original meeting. If at the adjourned meeting there is no quorum, the Unit Owner present at the meeting shall adjourn the meeting and again send a notice for an adjourned meeting to be held within fifteen (15) business days of the adjourned meeting.

3.4.1 With respect to any meeting of solely the Residential Unit Owners, a quorum shall consist of Residential Unit Owners representing fifty-one percent (51%) of the Residential Common Interests.

3.4.2 With respect to any meeting of solely the Non-Residential Unit Owners, a quorum shall consist of just the Non-Residential Unit Owners.

3.5. Vote Required to Transact Business. When a quorum is present at any meeting, all decisions affecting the Common Elements, both Residential Units and Non-Residential Units, or the entire Property shall require the vote of a majority of Unit Owners present; provided however, the Unit Owners shall not make any decisions or conduct any transactions that are discriminatory and adversely affect the Non-Residential Unit or Non-Residential Unit Owner. When a quorum is present at any meeting, all decisions and actions affecting only: (i) the Residential Units, the Residential Unit Owners, and/or the Residential Common Elements shall require the vote of a Residential Unit Owners representing fifty-one percent (51%) of the total Residential Common Interest present; or (ii) the Non-Residential Unit, the Non-Residential Unit Owner, and/or the Non-Residential Common Elements shall require the vote of the Non-Residential Unit Owner.

3.6. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

3.7. Right to Vote. At any meeting of the Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise stated in the Declaration or these By-Laws, no Unit Owner may vote at any meeting if the Unit Owner is not current in payment of their Common Charges.

3.8. Waiver and Consent. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, the By-Laws or Article 9-B of the Real Property Law, such vote and meeting may be dispensed with if all Unit Owners who would have been entitled to vote at such meeting shall consent in writing to any action being taken.

3.9. Notice of Meetings. The Secretary shall deliver written notice of each annual or special meeting to each Unit Owner of record at least ten (10) but no more than twenty (20) days prior to such meeting stating the purpose thereof as well as the time and place where it is to be held. The delivery of a notice in the manner provided in these By-Laws shall be considered notice served.

3.10. Order of Business. The order of business shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting or waiver of notice;

(c) Reading of minutes of preceding meeting;
(d) Report of officers;
(e) Election of Managers (in the event there is an election);
(f) Unfinished business; and
(g) New business.

ARTICLE 4 OFFICERS

4.1. Elective Officers. The officers of the Condominium shall be elected by the Board of Managers and shall be a President, Vice President, Secretary, and Treasurer. Two or more offices may be held by the same person so long as there are at least three (3) officers; the President and Vice President cannot be held by the same person.

4.2. Election. The Board of Managers at its first meeting after each annual Unit Owners' meeting shall elect a President, Vice President, Secretary, and Treasurer. Only the President must be a member of the Board of Managers.

4.3. Appointive Officers. The Board of Managers may appoint such other officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

4.4. Term. The officers shall hold office until their successors are elected and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

4.5. The President. The President shall be the chief executive officer of the Condominium; shall preside at all meetings of the Unit Owners and Managers, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New York.

4.6. The Vice President. The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7. The Secretary. The Secretary shall attend all sessions of the Board of Managers and all Unit Owners' meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notices of all Unit Owners' meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President under whose supervision he shall be.

4.8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit

all moneys and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers. The Treasurer shall disburse the funds of the Condominium as he may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and the Board of Managers, at the regular meeting of the Board or whenever they may require it, an account of all their transactions as Treasurer and of the financial condition of the Condominium. The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

4.9. Agreements. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed on behalf of the Condominium by the President or such other person as may be designated by the Board of Managers. However, the Board of Managers may, by resolution, determine that any instruments in excess of a specified amount be countersigned by the President and a second officer.

ARTICLE 5 INDEMNIFICATION

The Condominium shall indemnify any person made, or threatened to be made, a party to an action by or in the right of the Condominium to procure a judgment in its favor by reason of the fact that they, their testator or intestate, is or was a member of the Board or officer of the Condominium, or is or was serving at the request of the Condominium as a member of the Board or officer against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such member of the Board or officer acted, in good faith, for a purpose which he reasonably believed to be in the best interest of the Condominium, except that no indemnification shall be made to or on behalf of any member of the Board or officer if a judgment or other final adjudication adverse to the member of the Board or officer establishes that their acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

ARTICLE 6 REPAIRS AND MAINTENANCE

6.1. Common Elements.

6.1.1 The Board of Managers shall be responsible for all maintenance, repairs and replacement of the Common Elements, except as otherwise set forth in these By-Laws or the Declaration. The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration.

6.1.2 The Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines part of the Common Elements, and shall make all necessary structural repairs to any such Common Element, and the cost thereof shall be a Common Expense allocated among Unit Owners as set forth in the Budget Allocation, except where such repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner, in which event such cost and

expense shall be assessed to and paid for by such Unit Owner, together with an administrative expense equal to 20% of all costs in connection therewith.

6.2. Residential Common Elements. The Board of Managers shall be responsible for the repair and maintenance of the Residential Common Elements. However, the costs of operating, repairing and maintaining the Residential Common Elements, and the Limited Common Elements to the extent that it is the Board of Managers' obligation to effect such repairs, shall be a Residential Common Expense to be apportioned among the Residential Unit Owners according to their Residential Common Interests.

6.3. Repairs and Maintenance of Units.

6.3.1 Except as otherwise specifically provided in the Declaration or in these By-Laws, all maintenance, repairs, and replacement in the Units, including plumbing stoppages, window cleaning, painting, decorating, fixtures, pipes, wires, circuit breakers, and conduits located in and exclusively servicing the Unit, and a Limited Common Element appurtenant to its Unit shall be made by the respective Unit Owners at their own cost and expense. The Unit Owners shall also be responsible for all maintenance, repairs and replacement of any and all HVAC equipment exclusively servicing their Unit.

6.3.2 In the event that a Unit Owner fails to make any maintenance or repair necessary to protect any of the Common Elements, Residential Common Elements, Non-Residential Common Elements, or Limited Common Element appurtenant to its Unit or its own Unit, or, in the event of service of a Building Department violation notice covering the Unit upon the Board of Managers, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so after ten (10) days' written notice or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance, together with an administrative expense equal to 20% of all costs in connection therewith. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to their Unit or for repairs to any Common Elements, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common Charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit thereon. In the event the Board of Managers brings such a suit, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with the interest on all sums due.

6.3.3 Windows to a Unit, including window glass and window frames, and entrance doors to a Unit or Limited Common Element shall be repaired and replaced by the Unit Owner at the Unit Owner's cost and expense unless otherwise decided by the Board of Managers or by vote of Unit Owners to clean, repair, or replace the windows and/or doors of multiple Units, in which case such cost and expense shall be a Common Expense.

6.4. Repairs to Limited Common Elements. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all

Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Declarant, must first obtain express written permission from the Board of Managers; for as long as Declarant owns at least one Unit, a Unit Owner must also obtain express written permission from the Declarant.

6.5 Standard of Repairs. All repairs, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows or the exterior surface of the Building or to any visible portion of the Common Elements, shall be carried out in such a manner so as to conform to the materials, style, color, dignity and character of the Building, as determined by the Board of Managers in its sole discretion.

ARTICLE 7 CHANGES AND ALTERATIONS

7.1. The public areas of the Condominium and those residential areas exposed to public view or other Unit Owners shall be kept in good appearance, in conformity with the dignity and character of the Building, as determined by the Board of Managers in its sole discretion, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by the Board of Managers, and (ii) each Unit Owner with respect to interior surfaces of windows and shades, venetian or other blinds, drapes, curtains, or other window decorations in or appurtenant to such Unit Owner's Unit. To promote a consistent appearance of the Building from the outside, no Residential Unit Owner shall be permitted to enclose, erect a greenhouse, and/or alter a terrace or balcony appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior written approval of the Board of Managers. The Board of Managers may issue regulations concerning the size, type, and color of window treatments to be installed on the windows of Units in other to provide a visually harmonious appearance. The Board of Managers may limit the types of personal items, furnishings, and plantings that may be placed on terraces or balconies appurtenant to a Unit.

7.2. Changes and Alterations to Units.

7.2.1 The Declarant may make Alterations to Units owned by Declarant without the prior approval and consent of the Board of Managers in any manner that does not materially and adversely affect any structural elements of the Building or any Building systems that serve other Units or the Common Elements.

7.2.2 Except as otherwise provided in the Declaration, alterations to the Units other than by Declarant are subject to the approval of the Board of Managers; such consent will not be unreasonably withheld, provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. Furthermore, Unit Owners (other than Declarant) may not apply for any permits for construction work in a Unit until after the final Certificate of Occupancy has been issued for the Building by the Department of Buildings. The

Unit Owner or tenant seeking to make such alterations shall provide the Board of Managers, and the Declarant if applicable, with copies of all plans and drawings related to the proposed alteration, and any information reasonably requested by the Board of Managers and the Declarant. Upon receipt of all requested information, the Board of Managers, and the Declarant if applicable, shall have ten (10) business days to issue a determination of whether such plans would have any material or adverse effect. The Board of Managers' failure to respond within such time shall be deemed a determination that the proposed alteration will not have any material or adverse effect. No application shall be filed with the New York City Buildings Department or with any other governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing executed by the Board of Managers. Such execution shall not subject the Board of Managers or any of its members to any liability to any contractor, subcontractor, material man, architect or engineer, by reason of such addition, alteration or improvement or to any person having any claim for injury to person or damage to Property arising therefrom. If requested by the Board of Managers, a Unit Owner shall indemnify the Board of Managers for loss, damage or liability resulting in any way from execution of any such documents executed by the Board of Managers or any of its Members.

7.3. Changes to the Common Elements. Alterations to the Common Elements, and/or Residential Common Elements must be approved by the Board of Managers.

7.4. Scaffolding and Other Temporary Structures. In the event the Board of Managers, or the Declarant erects scaffolding, "bridges" or other temporary structures to perform renovations, improvements or other work to or at the Building or any part thereof, the Board of Managers will use, or cause the Unit Owner performing the work to use commercially reasonable efforts to minimize interference with the use of the Non-Residential Units, including, but not limited to access and signage, and to minimize the period of time the same is erected. In the event exterior signage is obscured thereby, the party installing the temporary structures, subject to the requirements of the Declaration, the By-Laws and all applicable law, shall install or pay for the installation of temporary signage in place of the obscured signage on behalf of the Non-Residential Unit Owners or its tenant upon such temporary structures located directly in front of the applicable Non-Residential Unit in the maximum size that such structure can reasonably accommodate. No signage other than the Non-Residential Unit Owners' or its tenants' signage shall be erected or placed upon such temporary structures in the space which is located directly in front of such Unit.

7.5. Veto Rights. Unit Owners, and/or the Declarant, if the Declarant still owns any Units in the Condominium, shall have the right to veto any proposed alteration that would have a material and adverse impact on such Unit Owner's Unit.

7.6. Minimum Requirements. All changes and alterations to the Building, the Common Elements and the Units must be performed in accordance with applicable law by licensed and insured contractors.

7.7. Changes to Units or Common Element. With respect to any repairs, maintenance, alterations, or other work performed by a Unit Owner that affects a Common Element or Unit not owned by said Unit Owner, said Unit Owner shall be responsible to restore the affected Common Element or Unit to as near as commercially reasonable and practicable to the condition and finish existing immediately prior to said work.

ARTICLE 8 NOTICES

8.1. Definition. All notices required or desired to be given hereunder to the Board of Managers, shall be personally delivered or sent by registered or certified mail or overnight mail to the office of the Board or to such other address as the Board of Managers may designate from time to time, by notice in writing to all Unit Owners and to all Permitted Mortgagees, and if there is a managing agent of the Board of Managers, a duplicate shall be sent in like manner to such managing agent. All notices to any Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail or overnight mail to the Property address of such Unit or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Board of Managers. All notices to Permitted Mortgagees shall be personally delivered or sent by mail to their respective addresses. All notices shall be deemed to have been given when personally delivered, sent by overnight mail or mailed in a postage-prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

8.2. Waiver of Service of Notice. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

8.3. Notice to Permitted Mortgagee

The Board of Managers shall provide timely written notice to a Permitted Mortgagee for the following:

A. Notice of unpaid Common Charges and default notice of any default or violation by the Unit Owner in the payment of Common Charges or the observance or performance of any of the provisions of the Declaration and By-Laws as to which the Board of Managers has actual knowledge then exists which remains uncured for a period of sixty (60) days; and when giving notice of any default or violation to such mortgagor Unit Owner, the Board of Managers shall also send a copy of such notice to such Unit Owner's Permitted Mortgagee.

B. Notice of any condemnation or casualty loss which affects a material portion of the Property or a Unit on which there is a Permitted Mortgage held, insured or guaranteed by such Permitted Mortgagee, as applicable.

C. Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Board of Managers.

D. Notice of any proposed action under the Declaration or these By-Laws which would: (i) change the boundaries of any Unit; (ii) change the interests in the common elements pertaining to a Unit; (iii) change the number of votes pertaining to a Unit; (iv) change the use restrictions of any Unit; (iv) any proposed termination of the condominium.

E. In no event, however, shall the Board of Managers (including its members, officers, agents, attorneys and employees) and Unit Owners be liable for any Claims or Liabilities and Expenses for any failure, through oversight or negligence, in giving a Permitted of any

notice required under subsections (A) through (D) above. Nonetheless: (a) the Board of Managers shall give such missed notice with reasonable promptness after discovering such failure; and (b) if the Board of Managers shall foreclose its lien on such mortgagor's Unit hereof by reason of the mortgagor-Unit Owner's default or violation, the Board of Managers shall pay to such Permitted Mortgagee the extent of any undistributed net proceeds of said foreclosure sale of such Unit then held by the Board of Managers (subject to an in accordance with the lien priority), but not more than the sum as shall be due and owing to such Permitted Mortgagee.

ARTICLE 9 FINANCES

9.1. Checks. All checks or demands for money and notes of the Condominium shall be signed by the President and such other person or persons as the Board of Managers, may from time to time, designate.

9.2. Common Charges & Assessments.

9.2.1 From time to time, but not less frequently than once a year, the Board of Managers shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in these By-Laws, except that the Board of Managers shall provide a copy of any proposed budget to Unit Owners sixty (60) days prior to adoption of the same; (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 in accordance with the Budget Allocation, which allocations are based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners as authorized by §339-m of the Condominium Act. The Board of Managers shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than ten (10) days prior to 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 whenever requested in writing by such Permitted Mortgagees. The Board of Managers 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.

9.2.2 In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board of Managers shall have the right, subject to the strictures set forth in these By-Laws, to levy special assessments ("Special Assessments") to meet the Common Expenses. The Board of Managers shall give each Unit Owner not less than ten (10) days' written notice prior to the date upon which the Board of Managers shall meet to discuss levying Special Assessments, with reasonable detail of the nature and purpose of the Special Assessment. As applicable, Special Assessments shall be allocated and assessed amongst the Unit Owners in accordance with the allocations set forth in Schedule D to the Declaration. In the event the cost or expense resulting in

the Special Assessment does not fall within one of the categories set forth in Schedule D, then the Special Assessment shall be based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. Special Assessments levied against the Residential Unit Owners relative to (i) the Common Elements, after the aforementioned allocation between the Residential Units and Non-Residential Units is affected, and (ii) the Residential Common Elements and/or the Limited Residential Common Elements shall be levied against all Residential Unit Owners in proportion to their respective Residential Common Interests. Special Assessments may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than fifteen (15) days' written 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 Board of Managers shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges.

9.2.3 Licensees will be required to pay a monthly License Fee to the Board of Managers as determined by the Board of Managers in the budget. License Fees are charged and paid independently of Common Charges and Special Assessments only to Licensees. A Licensee may abandon and terminate their license upon ten (10) day's notice written notice to the Board; the Licensee will not be required to pay the monthly License Fee after abandoning and terminating their license and will not be responsible for any unpaid License Fees. The Board of Managers will be authorized to locate a replacement Licensee, issue or sell a new license, and charge License Fees to the new Licensee with no reimbursement of the consideration paid by the Licensee that abandoned and terminated their license.

9.3. Failure to Pay Assessments.

9.3.1 Unit Owners shall pay promptly when Common Charges and Special Assessments are assessed against their Unit. Any Unit Owner who fails to pay Common Charges shall be liable for any expenses incurred by the Board of Managers in collecting said monthly Common Charge assessment, including interest at the highest legal rate and reasonable attorneys' fees.

9.3.2 In the event of a default in the payment of any monthly Common Charge assessment by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default, the Board of Managers shall send notice to the delinquent Unit Owner and the Permitted Mortgagee, if any, giving the Unit Owner a five (5) day grace period in which to make their payment. The Board of Managers may charge the delinquent Unit Owner a fee of (a) the greater of One Hundred Fifty ($150.00) Dollars or one (1%) percent of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the rate of two percent (2%) per month (but in no event in excess of the maximum rate permitted by applicable Law) on such unpaid amounts computed from the due date thereof to cover the additional burden to the Board occasioned by the lack of timely payment, in addition to interest at the highest legal rate on the Common Charge assessment from its due date to the date payment is actually received from the Unit Owner. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for

regular assessments.

9.3.3 The Board of Managers shall take action to collect any Common Charges due from any Unit Owner which remain unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Unit in accordance with §339 of the Real Property Law, or otherwise. Under §339-aa of the Condominium Act, a lien for non-payment of Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the office of the County Clerk in Kings County, and until all sums secured thereby, with the interest accrued thereon at the highest legal rate, 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 is earlier. The lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges, without necessarily filing the lien

9.3.4 No Unit Owner shall be liable for any Common Charges that accrue against a Unit subsequent to a sale, transfer or other conveyance of the Unit in accordance with these By-Laws and the Declaration. A purchaser of a Unit (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all Common Charges assessed against the Unit and unpaid at the time of the purchase.

9.3.5 If a Unit Owner rents any Unit to a 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, upon notice in writing, all rent payments from the tenant shall attorn to the Board of Managers and shall be directly payable to the Board of Managers.

If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board of Managers shall provide written notice to the tenant and the Unit Owner providing that, commencing immediately and until such time as all payments for Common Charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Board of Managers at the address listed on the notice. At such time as payments for common charges, assessments and late fees from the Unit Owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and Unit Owner. Thereafter all rental payments shall be made payable to the Unit Owner or a designated agent. A Unit Owner who disputes the Board of Managers' claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers, which must be held within thirty (30) days from the date the Board of Managers receives notice that such Unit Owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. Payment by a rental tenant to the Board of Managers made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the Unit Owner and shall be an absolute defense in any non-payment proceeding commenced by such Unit Owner against such tenant for such rent.

9.3.6. Any first mortgagee who obtains title to a Condominium Unit pursuant to the

remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid common charges before acquisition of the title to the Unit by the mortgagee. The lender will be liable for any fees or costs related to the collection of the unpaid Common Charges.

9.4. Foreclosure of Liens for Unpaid Assessments. The Board of Managers shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Unit because of unpaid assessments. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, sell, vote or otherwise deal with the Unit. A suit to recover a money judgment for unpaid assessments shall also be obtainable separately without waiving the lien on the Unit.

9.5. Statement of Assessments. Upon the written request of any Unit Owner or their mortgagee, the Board of Managers shall promptly furnish such Unit Owner or their mortgagee with a written statement of the unpaid assessments due from such Unit Owner.

9.6. Failure to Pay License Fees. In the event of a default in the payment of any monthly License Fee, the Board of Managers, at its sole option, may declare the license terminated. Prior to making any such declaration following a default, the Board of Managers shall send notice to the delinquent Licensee giving the Licensee a ninety (90) day grace period in which to make a payment in full. The Board of Managers may charge the delinquent Licensee a fee of (a) the greater of One Hundred Fifty ($150.00) Dollars or one (1%) percent of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the rate of two percent (2%) per month (but in no event in excess of the maximum rate permitted by applicable Law) on such unpaid amounts computed from the due date thereof to cover the additional burden to the Board occasioned by the lack of timely payment, in addition to interest at the highest legal rate on the License Fee from its due date to the date payment is actually received from the Licensee. Following the ninety (90) day grace period, the Board of Managers may terminate a license without reimbursement of the consideration paid to acquire the license.

9.7. Liability for Water, Sewage, Gas and Electricity**.** Each Unit Owner shall be responsible for paying for the costs of separately sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges.

9.8. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

9.9. Other Accounts. The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE 10 INSURANCE AND INSURANCE TRUSTEE

10.1. Insurance to be Carried by the Board of Managers. Not later than the date the first Unit is

conveyed, the Board of Managers shall obtain, and maintain to the extent obtainable, all risk or fire insurance with extended coverage, loss of business, income/extra expense, boiler and machinery, insuring the Condominium, including all of the Units and the bathrooms and fixtures initially installed therein, together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their Permitted Mortgagees, as its interest may appear, in an amount equal to at least one hundred percent (100%) of the replacement value of the Building exclusive of the land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall contain New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any thereunder, shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims. All of such policies shall provide that adjustment of loss shall be made by the Board of Managers and all policies of physical damage insurance shall provide that the proceeds thereof, if $100,000 or less, shall be paid to the Board of Managers, and if in excess of $100,000 shall be paid to the Insurance Trustee. The Board of Managers is hereby appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each owner of any interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims.

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

10.1.2 The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, general comprehensive liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, managing agent, if any, and each Unit Owner. Such comprehensive general liability insurance shall also cover cross-liability claims of one insured against another and shall be in a single limit of not less than One Million Dollars ($1,000,000) covering all claims for bodily injury and for property damage arising out of one occurrence. Such comprehensive general liability insurance shall commence on the closing of title to the first Unit. The Board of Managers shall also be required to carry workmen's compensation insurance should it be required by law.

10.1.3 Each Unit Owner shall be required to have in place as of the date they acquire title a policy insuring the improvements and betterments in its Unit, and naming the Condominium and the Board of Managers as the additional insured. In addition, the Non-Residential Unit Owner shall be required to carry commercial liability insurance effective as of the date they acquire title with liability coverage of not less than $1,000,000.00 for each incident and $2,000,000.00 in the

aggregate. Residential Unit Owners shall be required to carry homeowner's liability insurance effective as of the date they acquire title in amounts acceptable to the Board of Managers. All Unit Owners must maintain current certificates of insurance with the Board of Managers, or the managing agent if any. All policies required pursuant to this subsection shall contain waivers of subrogation, and shall not affect or diminish for any reason any insurance procured by the Board of Managers.

10.2. The Insurance Trustee. The Insurance Trustee shall be a bank or trust company located in the State of New York designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee that shall be a bank or trust company located in the State of New York. Until such time that the mortgage lien held by the Declarant remains outstanding, the Declarant's Permitted Mortgagee shall act as Insurance Trustee.

10.3. Restoration or Reconstruction After Fire or Other Casualty.

10.3.1 In the event of damage to or destruction of the Building as a result of fire or other casualty (unless 75% or more of the Units are destroyed or substantially damaged and 75% or more of the Unit Owners, inclusive of the Non-Residential Unit Owner, do not duly and promptly resolve to proceed with repair or restoration), subject to the provisions of any mortgage covering the Premises, the Board of Managers or the Insurance Trustee shall arrange for the prompt repair and restoration of the Building (including all kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance, but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units) and the Board of Managers, or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

10.3.2 If seventy-five percent (75%) or more of the building containing the Units is destroyed or substantially damaged (as determined the Board), and Unit Owners whose percentage of Common Interest totals seventy-five percent (75%) in the aggregate of the total Common Interest, inclusive of the Common Interest appurtenant to Non-Residential Units, do not duly and promptly resolve to proceed with repair or restoration, and fifty-one (51%) of Permitted Mortgagees consent, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to these By-Laws, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interests, after first payment out of the share of each Unit Owner the amount of any unpaid liens on their Unit, the order of the priority of such liens.

10.3.3 "Prompt" and "promptly" as used in this section shall mean the later of (i) ninety (90) days from the date the Insurance Trustee or the Board of Managers receives the insurance

proceeds, or (ii) sixty (60) days from the date the Insurance Trustee or the Board of Managers notifies the Unit Owners that the insurance proceeds are insufficient to pay the estimated costs of repair and/or restoration.

ARTICLE 11 OPERATION OF PROPERTY

11.1. Other Provisions as to Use. 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 full expense of the respective Unit Owners or the Board of Managers, whoever shall have the obligation to maintain such part of the Property.

11.2. Right of Access.

11.2.1 Each Unit Owner grants a right of access as set forth in the Declaration to such Unit Owner's Unit to the Board of Managers, the managing agents, managers, and/or any other person authorized by any of the foregoing upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

11.2.2 Each Unit Owner grants a right of access as set forth in the Declaration to such Unit Owner's Unit, and the Board of Managers shall grant rights of access to the Common Elements to Declarant and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of the Building and any punch list work therein, provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

11.3. Abatement and Enjoinment of Violations by Unit Owners

11.3.1 The breach of any provisions contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit or Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board of Managers shall not thereby be deemed guilty or liable in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.3.2 The violation or breach of any of the provisions of these By-Laws or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.3.3 In the event the Board of Managers and/or the Declarant (hereinafter the "Creditor Party") takes any action or brings any proceeding against a Unit Owner (excluding Declarant) (hereinafter the "Defaulting Unit Owner") pursuant to the provisions of the Declaration or these By-Laws, the Defaulting Unit Owner shall reimburse the Creditor Party for all reasonable costs

and charges incurred by the Creditor Party in connection therewith, including without limitation, attorney's fees, together with all reasonable out of pocket costs and expenses incurred by the Creditor Party, together with interest on all of the foregoing at the rate of interest of 1.5% per month (but in no event in excess of the maximum rate permitted by law) from the date of the payment or performance of the service by the Creditor Party may bill the Defaulting Unit Owner therefor at any time. Such funds expended by the Creditor Party plus interest earned thereon, as aforesaid, shall be deemed a charge assessed against the Defaulting Unit Owners Unit and the failure to make such reimbursement shall be deemed a default in the payment of Common Charges subject to the provisions governing such defaults as set forth in the Condominium Act and the By-Laws and the Board of Managers, upon receipt of such funds from the Defaulting Party shall promptly reimburse the Creditor Party, provided that the Creditor Party is the successful party in such action or proceeding.

ARTICLE 12 SALE, LEASE AND MORTGAGING OF UNITS

12.1. Sale and Lease of the Non-Residential Unit(s). Non-Residential Unit Owners may sell, lease, and/or mortgage their Unit without the prior approval or consent of the Board of Managers, subject to the use restrictions set forth in the Declaration and these By-Laws, and such sale or lease shall not be subject to the Board of Managers' right of first refusal.

12.1.1 Subordination, Non-Disturbance and Attornment. Any lease of the Non-Residential Units shall be subordinate to the terms of the Declaration and these By-Laws, and any conflict between the terms of any such lease, and the Declaration and/or the By-Laws shall be resolved in favor of the latter. At the request of a Non-Residential Unit Owner, the Board of Managers will enter into a non-disturbance agreement (the "Non-Disturbance Agreement") in a form reasonably satisfactory to the Non-Residential Unit Owner, on commercially reasonable terms customary for similar mixed use buildings in the New York City metropolitan area, with any tenant of the Non-Residential Unit, which provides that, provided that the lease is in full force and effect, (i) unless required by law to preserve any claims on behalf of the Board of Managers against the Non-Residential Unit Owner, procedural or otherwise, the Board of Managers will not name or join the tenant as a party defendant in any action or proceeding to foreclose upon the Board of Managers' lien for Common Charges or other amounts against the Non-Residential Unit, (ii) it will recognize the tenant's rights pursuant to the lease, (iii) it will not disturb the tenant's possession or diminish the tenant's rights and privileges under the lease, (iv) it will not increase the tenant's obligations pursuant to the lease, (v) provided such tenant is not in default under the terms of such lease beyond all applicable notice and grace periods, it will not interfere with the tenant's use, possession or enjoyment of the Non-Residential Unit, and (vi) subject to the provisions of the Non-Disturbance Agreement and provided such tenant is not in default under the terms of such lease beyond all applicable notice and grace periods, the rights of the tenant granted pursuant to the lease will not be disturbed. In the event that the Board or any other party succeeds to the interests of a Non-Residential Unit Owner in a Non-Residential Unit by reason of the foreclosure of the Non-Residential Unit or the delivery of a deed to the Non-Residential Unit, the tenant will agree to be bound to the Board or other party under all of the terms, covenants and conditions of the Lease and the tenant will attorn to the Board or other party as its landlord, and the Board of Managers will recognize the tenant as the direct tenant of the Board or its successor on the same terms and conditions as are contained in the lease. The Board of Managers, at the request of a Non-Residential Unit, shall promptly execute and deliver the Non-Disturbance Agreement in confirmation of the foregoing. The Non-Residential Unit Owner, as applicable, shall pay all

reasonable costs and expenses of the Board of Managers in connection therewith. During the Control Period, Sponsor may execute any Non-Disturbance Agreement to be provided pursuant to the terms of this Article.

12.2. Sale and Lease of the Residential Units. No Residential Unit Owner, other than the Declarant, may convey their Unit or any interest therein by sale or lease except in the manner set forth in this Section. Any sale or lease of any Residential Unit in violation of this Section shall be voidable at the election of the Board of Managers.

12.2.1 Right of First Refusal. Other than a sale or lease by Declarant, a successor of Declarant, a Permitted Mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal.

(a) Any contract to sell a Residential Unit, together with the Appurtenant Interests, and any lease of any Residential Unit ("Sale Agreement" 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 THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Board of Managers by certified or registered mail, or overnight mail, which notice shall be accompanied by a copy of the fully executed Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror"). The sending of this notice shall constitute an offer by the Offeree Unit Owner to sell the Unit, together with its appurtenant interests, or to lease the Unit, as the case may be, to the Board or to its designee, corporate or otherwise, on behalf of all Unit Owners. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board of Managers, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand, the Offeree Unit Owner shall submit to the Board of Managers, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Board of Managers may reasonably request.

(b) The Board of Managers may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail, or overnight mail, not later than thirty (30) days (in the event of a proposed sale) and fifteen (15) business days (in the event of a proposed lease) after receipt of (i) the notice referred to in subparagraph (a) hereof, or (ii) all other information reasonably required by the Board of Managers, whichever is later, to purchase or lease the Offeree Unit, as the case may be, on behalf of all Residential Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement. Notwithstanding anything to the contrary contained herein, however, the Board of Managers shall not exercise any option set forth in this Article to purchase or

lease any Residential Unit without the prior approval of a majority of Residential Unit Owners by number. The Board of Managers may use the Unit for any use permitted under the Declaration or these By-Laws.

(c) In the event the Board of Managers fails to exercise its right of first refusal within the time period set forth in subparagraph (b) above, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Board of Managers, or (ii) the expiration of the period in which the Board of Managers 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 Agreement or Lease Agreement within such sixty (60) day period, then, should the Offeree Unit Owner thereafter elect to sell such Residential Unit or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of subparagraphs (a) and (b) hereof, but not more often than once in any twelve (12) month period. The Board of Managers shall have the right to waive this requirement for good cause shown, in its sole discretion.

(d) The Board of Managers shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in exercising its right of first refusal set forth herein.

(e) In the event the Board of Managers does exercise its right of first refusal with respect to the sale of a Residential Unit, the acquisition of the Unit may be made from the working capital and Common Charges, or, if such funds are insufficient, the Board of Managers may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Residential Unit Owner's percentage of Residential Common Interest, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Residential Unit Owner, as provided above, for Common Charges for the Unit, or the rent due pursuant to the Lease, and for the cost of maintenance and repairs to such Unit. Neither the Board of Managers nor any Residential Unit Owner shall be entitled to cast any votes attributable to such Residential Unit.

(f) Notwithstanding the above, the right of first refusal held by the Board of Managers shall not adversely impact the rights of a mortgagee or its assignee to:

i. foreclosure or take title to a unit pursuant to the remedies in the mortgage;
ii. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
iii. sell or lease a unit acquired by the mortgagee or its assignee.

In the event any provision in this section conflicts with (i) through (iii) above, the rights of the Permitted Mortgagee as set forth herein shall control.

12.2.2. Leasing. All leases of Residential Units must be for a minimum period of one (1) year (with each such lease being to a specific named tenant and with no right to substitute any other tenant during the term of the lease). All such leases shall be consistent with the By-Laws and shall contain such reasonable conditions as the Board of Managers may impose in order to protect

the physical and financial security and continuity of the Condominium, including (but not limited to) the following provisions:

(a) the lease may not be modified, amended, extended or assigned, without the prior written consent of the Board of Managers;
(b) the tenant may not sublet the demised premises, or any part thereof, without the prior written consent of the Board of Managers;
(c) the Board of Managers shall have the right to terminate the lease on not less than thirty (30) days prior written notice upon foreclosure of the lien granted by §339-z of the New York State Real Property Law; and
(d) the lease must contain an attornment provision that conforms with the provisions §339-kk of the Real Property Law.

The Board of Managers may establish other reasonable regulations governing leases of Residential Units from time to time. Except as set forth above, the form of any such lease shall be substantially in the then current form of apartment lease recommended by The Real Estate Board of New York, Inc. or New York City Bar Association with such modifications as may be approved in writing by the Board of Managers. The foregoing restrictions on leasing and the contents of leases contained herein shall not apply to a Residential Unit owned by Declarant, or a designee or successor of Declarant, or a Residential Unit owned by a mortgagee who took title for its own account in foreclosure or by deed in lieu of foreclosure.

12.2.3. Any purported sale or lease of a Unit in violation of right of first refusal shall be voidable at the election of the Board of Managers and if the Board of Managers shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to eject or evict the purported purchaser or tenant, as the case may be, in the name of said Unit Owner as the purported seller or landlord, as the case may be. Said Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and expenses) incurred in connection with such proceedings, promptly upon demand therefor. In no event shall any purported sale or lease of a Residential Unit in violation of this section release the Unit Owner which is the purported seller or lessor, as the case may be, from any of its obligations under the Declaration and By-Laws whether or not such sale or lease is voided by the Board of Managers.

12.3. Mortgages. No Residential Unit Owner may mortgage their Unit except by a mortgage loan granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, agency of the United States Government or of the City or State of New York or other similar institutional lender provided that (i) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note; (ii) the mortgage states that if consent by the mortgagee is required to any amendment to the Condominium Declaration and By-Laws such consent will not be unreasonably withheld or delayed; and (iii) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a Permitted Mortgage. Notwithstanding the foregoing, the Declarant and Non-Residential Unit Owners shall have the right to mortgage their Units without restrictions or limitation, but any such mortgage shall contain the representations in clauses (ii) and (iii) of this paragraph (if applicable).

12.4. Waiver of Partition Rights. The Unit Owners waive all rights to partition their Unit except

as otherwise set forth herein.

12.5. 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 make arrangements for recording in the City Register's Office, the Unit Power of Attorney required under the Declaration.

12.6. Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease their Unit unless and until all unpaid Common Charges assessed against their Unit shall have been paid to the Board of Managers. However, such unpaid Common Charges can be paid out of the proceeds from the sale of a Unit or by the grantee. Further, a Unit Owner may convey their Unit and their Common Interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit. The provisions of this Section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

12.7. Gifts, etc. Any Unit Owner may convey or transfer their Unit by gift during their lifetime or devise their Unit by will or pass same by intestacy without restriction.

ARTICLE 13 AMENDMENTS

13.1. General. Except as otherwise stated in the Declaration and this Article 13, these By-Laws may be altered, amended or added to at any duly called Unit Owners' meeting provided that: (1) the notice of the meeting shall contain a full statement of the proposed amendment; (2) the amendment shall be approved by Unit Owners representing sixty-seven percent (67%) by number, including Non-Residential Unit Owners, and if material in nature by fifty one (51%) percent of the Permitted Mortgagees; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. Approval or consent to any change to the Declaration or these By-Laws by a Permitted Mortgagee will be implied if the Permitted Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. However, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interests of holders of a mortgage encumbering a Unit or Units, or adversely affect Declarant’s rights. Notwithstanding the foregoing, wherever in this section the consent of a Permitted Mortgagee or fifty-one (51%) of Permitted Mortgagees is required, the written consent of the Sponsor Mortgagee must be given, provided that such mortgage has not yet been satisfied.

13.2. Amendments Affecting Solely the Non-Residential Units or the Residential Units.

13.2.1 Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only Non-Residential Units, and/or Non-Residential Unit Owners, other than provisions restricting the use of such Unit, may be amended, modified or deleted by Non-Residential Unit Owners

13.2.2 Any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Units, the Declarant or the Residential Unit Owners may be amended, modified or

deleted by the Declarant or by a vote of sixty-seven percent (67%) of the Residential Unit Owners by number as applicable without the consent of the Board or the other Unit Owners. However, the Board of Managers shall cooperate with the Declarant's or Residential Unit Owner's efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

13.3. Amendments Requiring Additional Consent.

13.3.1 Any amendment to these By-Laws that would materially and adversely impact the rights and obligations of a Non-Residential Unit Owner, or the permitted use of a Non-Residential Unit shall require the consent of the Non-Residential Unit Owners

ARTICLE 14 CONDEMNATION

14.1. General. In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $100,000.00, and to the Board of Managers if the award is $100,000.00 or less.

14.1.1. Except as otherwise set forth herein, any award from such proceedings shall be distributed as follows:

(a) So much of the award as is applicable to Common Elements, to the Unit Owners pro rata according to their respective Common Interests appurtenant to the Units owned by such Unit Owners.

(b) So much of the award as is applicable to irrevocably Common Elements, to the Unit Owners having general use of such Common Elements. Any change in the provisions of this Article shall not be valid unless a majority of the Permitted Mortgagees approves such a change. Notwithstanding the foregoing, wherever in this section the consent of a Permitted Mortgagee or fifty-one (51%) of Permitted Mortgagees is required, the written consent of the Sponsor Mortgagee must be given, provided that such mortgage has not yet been satisfied.

14.1.2 In such eminent domain or condemnation proceeding, the Board of Managers shall request that the award shall set forth the amount allocated to Common Elements. In the event the award does not set forth such allocation, then the question of such allocation shall be submitted to arbitration in accordance with these By-Laws.

ARTICLE 15 RECORDS AND AUDITS

15.1. Records. The Board or the Managing Agent shall keep detailed records of the actions of the Board of Managers, minutes of the meetings of the Board of Managers, minutes of the meetings of the Units Owners for whom the Board of Managers serves and financial records and books of account with respect to the activities of the Board of Managers, including a listing of all receipts and expenditures. In addition, the Board of Managers shall keep a separate account for each Unit, which among other things, shall contain the amount of each assessment of Common Charges made by the Board of Managers against each such Unit, the date when due, the amounts paid thereon

and the balance, if any, remaining unpaid.

15.2. Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Board of Managers to all Unit Owners and, if so requested, to any Permitted Mortgagee. The cost of such report submitted by the Board of Managers shall be paid by the Unit Owners as a Common Charge.

15.3. Availability 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 Board of Managers and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE 16 ARBITRATION

16.1. General. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the rules of the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not be in existence and has no successor organization, any such arbitration shall be held before an arbitrator appointed by a court of competent jurisdiction.

16.2. Alternatives. The parties to any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws may, by written agreement, vary any terms of this article, and may agree to resolve the matter in any manner, including, without limitation, the manner set forth in §3031 of the New York Civil Practice Law & Rules and known as the Simplified Procedure for Court Determination of Disputes.

16.3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of this article shall be binding upon all of the parties thereto and may be entered in any court of competent jurisdiction.

16.4. Fees, Costs, and Expenses. The fees, costs, and expenses of the arbitration, including those of the arbitrator, attorneys, and witnesses, shall be borne by the losing party in the arbitration, unless otherwise provided for in the Declaration or By-Laws. If neither party substantially prevails, as determined by the arbitrator, then fees, costs, and expenses of the arbitrator shall be borne equally by the parties.

16.4.1. All fees, costs, and expenses paid or incurred by the Board of Managers in connection with any arbitration shall constitute Common Expenses to be borne by all Unit Owners if such arbitration relates to the Common Elements or applies to the Units generally.

16.4.2. All fees, costs, and expenses paid or incurred by the Board of Managers in connection with any arbitration shall constitute Residential Common Expenses to be borne by Residential Unit Owners if such arbitration relates solely to Residential Common Elements or Residential Units.

ARTICLE 17 MISCELLANEOUS

17.1. Insurance. Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in their Unit that will increase the insurance rates on their Unit or any other Unit or on the Common Elements.

17.2. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

17.3. Notice to Condominium. A Unit Owner who mortgages their Unit shall notify the Condominium through the Managing Agent, if any, or the President of the Board of Managers in the event there is no Managing Agent, of the name and address of their mortgagee; and the Board of Managers shall maintain such information in a book "Mortgagees of Units."

17.4. Notice of Unpaid Assessments. The Board of Managers shall, at the request of a Unit Owner, report any unpaid assessments due from the Unit Owner of such Unit.

17.5. Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

17.6. Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

17.7. Depository. The Depository shall be a savings bank, a savings and loan association or a commercial bank or trust company designated by the Board of Managers to serve as Depository, provided all funds held by such Depository shall be held in New York City. In the event the Depository resigns or the Board of Managers wishes to replace it, the Board of Managers shall promptly appoint a new Depository in accordance with the terms of this Section. The Board of Managers shall pay the fees and disbursements of any Depository and such fees and disbursements shall constitute a Common Charge. The Depository shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Declarant's construction or permanent lender, and subject to the foregoing requirements, such lender shall be the Depository until its release of all Units from the lien of its mortgage.

17.8. Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or Successor Sponsor as set forth herein shall inure to the benefit of and be binding upon any Successor Sponsor. Subject to the foregoing, Declarant and Successor Sponsor shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

17.9. Covenant of Further Assurances.

17.9.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board of Managers, or otherwise, shall, upon prior reasonable written request at the expense

of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By- Laws 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.

17.9.2 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgement or delivery, and to the Board of Managers, stating the reasons why such Unit Owner, Board or other party refuses to execute, acknowledge or deliver such instruments or take such action, then the Board of Managers which represents such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party.

17.9.3 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or its designee, or (ii) to deliver a written notice to Declarant or its designee, as applicable, and to the Board of Managers stating the reasons why such Unit Owner, the Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or take such action, in the name of such Unit Owner, the board or other party and such document or action shall be binding on such Unit Owner, the Board or other party, as the case may be.

17.10. First Mortgagee's Rights Confirmed. No provision of the Declaration or these By-Laws gives a 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 Units and/or Common Elements.

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the Residential Units and the conduct of all residents thereof:

1. Owners of a Unit, their employees, licensees and guests shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance or otherwise unreasonably interfere with the safety, comfort, use, or convenience of the other Unit Owners or occupants of the Building, or in such a way as to be injurious to the reputation of the Condominium.

2. The Common Elements and the Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner, except as may be provided for herein.

3. Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct the Unit Owner is legally responsible.

4. Every Unit Owner must perform promptly all maintenance and repair work to its own Unit, which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which its Unit forms a part, such Unit Owner being expressly responsible for the damages and liabilities that its failure to do so may engender. All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations, shall be at the Unit Owner's expense.

5. No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of their Unit.

6. Each Unit Owner shall keep their Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof, any dirt or other substance.

7. Nothing shall be installed in or be projected from any window, balcony or wall of the Building by a Unit Owner without similar approval.

8. No Unit Owner or any of their agents, servants, employees, licensees or visitors shall at any time bring into or keep in their Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

9. No Unit Owner shall make or permit any disturbing noises in their Unit or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Units Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a CD player, radio or television set or other loud speaker in such Owner's Unit between the hours of 12:00 midnight and the following 7:00 A.M. if the same shall disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the follow 9:00 A.M.

10. No garments, rugs or similar items shall be hung from the windows or from any other part of the Building or balconies or terraces or clotheslines strung on or over the Common Elements (including any irrevocably restricted areas).

11. No sign of any kind shall be displayed to the public view on or in any Unit.

12. No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion. In no event shall more than two (2) animals be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash.

13. No Unit Owner shall leave any personal property (i.e., bicycles, carriages, etc.) to be left in the hallways, corridors, lobby or other common areas.

14. No one shall ride bicycles, mopeds or skateboards on any portion of the Common Elements.

15. Every Unit Owner shall comply with the recycling laws of the City of New York or any other governmental entity having jurisdiction thereof.

16. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

SCHEDULE D TO THE DECLARATION OF THE CONDOMINIUM

The 58 Saint Marks Place Condominium
58 Saint Marks Place
Brooklyn, NY 11217
Kings County

TAX BLOCK 395

BUDGET ALLOCATION

THE 58 SAINT MARKS PLACE CONDOMINIUM

OFFERING PLAN

CERTIFICATIONS

CERTIFICATION BY SPONSOR
4th Avenue Development Owner LLC
105 Central Avenue
Brooklyn, New York 11206

Dated: June 24, 2019

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005

Re: The 58 Saint Marks Place Condominium
58 Saint Marks Place, Brooklyn, New York

The undersigned certifies as follows:

We are the Sponsor and the Principals of Sponsor of the Condominium offering 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 Attorney General in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

(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 form 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 that is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) not contain any representation or statement which is false, where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statements made.

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.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this certification as of the date first above written.

SPONSOR:

4th Avenue Development Owner LLC

By: _____
Name: Shlomo Avdoo
Title: Authorized Signatory

Sworn to me this 25th day

of JUNE, 2019

_____
Notary Public

AUREEN N. MASCARINAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6346532
Qualified In Queens County
My Commission Expires 08-15-2020

PRINCIPALS:

_____
Shlomo Avdoo

Sworn to me this 25th day

of JUNE, 2019

_____
Notary Public

AUREEN N. MASCARINAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6346532
Qualified In Queens County
My Commission Expires 08-15-2020

_____
Yosi Cohen

Sworn to me this 25th day

of JUNE, 2019

_____
Notary Public

AUREEN N. MASCARINAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6346532
Qualified In Queens County
My Commission Expires 08-15-2020

BRENT M. PORTER , ARCHITECT AND ASSOCIATES

166 St. James Place, Brooklyn, NY 11238 718-789-5426 FAX: 718-622-3444

CERTIFICATION BY SPONSOR'S ARCHITECT

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005

Re: **The 58 Saint Marks Place Condominium**
58 Saint Marks Place, Brooklyn, New York

The undersigned certifies as follows:

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "**Report**"). We inspected the existing portions of the property on June 18th 2019, and we examined the building plans and specifications that were prepared by Issac & Stern Architects, P.C that were filed and are subject to approval by the New York City Department of Buildings on February 7th 2019 and prepared the Report dated July 10th, 2020 a copy of which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

The undersigned is a registered architect in the State in which the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon the completion of construction, provided that construction is in accordance with the plans and specifications that we 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 we

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 representation or statement made.

We further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my firm's 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.

[SIGNAGURE PAGE TO FOLLOW]

Brent M. Porter

Brent Porter, R.A.

Sworn before me this 10 day
Of July, 2020

Notary Public

Austin David Martin
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6341019
Qualified in Suffolk County
Commission Expires May 2nd 2024



MONARCH
REALTY GROUP

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET
FIRST YEAR OF CONDOMINIUM OPERATION

May 26, 2020

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Re: The Condominium Offering Plan (the "**Plan**") for
The 58 St Marks Place Condominium Association (the "**Condominium**")
58 St Marks Place
Brooklyn, New York 11217 (the "**Premises**")

The undersigned certify as follows:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review Schedule B and Schedule B-1, containing projections of income and expenses for the first year of operation of the Condominium. Our experience in the field includes the management of real estate properties in New York for the past 3 years. We currently manage approximately 12 properties, comprising approximately 450 residential and commercial units.

I understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedules B and B-1.

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience 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:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth;
(d) did not have knowledge concerning the representation or statement made.

I further certify that I are not owned or controlled by 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 or 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.

By: _____
Name: Jason Horowitz
Title: Partner

I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed May 26, 2020.

MONARCH
REALTY GROUP

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET FOR COMMERCIAL UNIT FOR THE FIRST YEAR OF CONDOMINIUM OPERATION

May 26, 2020

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street – 21st Floor
New York, New York 10005

Re: The Condominium Offering Plan (the "**Plan**") for
The 58 St Marks Place Condominium Association (the "**Condominium**")
58 St Marks Place
Brooklyn, NY, 11217 (the "**Premises**")

To Whom It May Concern:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review or prepare Schedule B which includes projections of common charges payable by the owners of the commercial unit Our experience in the field includes the management of real estate properties in New York for the past 3 years. We currently manage approximately 12 properties, comprising approximately 450 residential and commercial units.

I understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit listed in Schedule B.

I have reviewed the Schedule as it impacts upon the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience managing residential buildings.

I certify that the projections in Schedule B for common charges payable by the owners of commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

I/We certify that the estimates in Schedule B for the common charges payable by the owners of the commercial unit:

(i) set forth in detail the projected common charges for the commercial unit(s) for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial unit;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I/we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

I further certify that we are not owned or controlled by 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 common charges fairly attributable to the commercial unit 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."

By: _____
Name: Jason Horowytz
Title: Partner

I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed May 26, 2020.
Sworn to before me this