

CONDOMINIUM OFFERING PLAN

**A PLAN FOR CONDOMINIUM OWNERSHIP OF
PREMISES KNOWN AS**

THE 473 BAINBRIDGE STREET CONDOMINIUM

**473 BAINBRIDGE STREET
COUNTY OF KINGS, CITY OF BROOKLYN
BROOKLYN, NY 11233**

6 RESIDENTIAL CONDOMINIUM UNITS

OFFERING PRICE OF 6 RESIDENTIAL UNITS OFFERED FOR SALE.....\$4,043,000.00

**SPONSOR AND SELLING AGENT:
473 BAINBRIDGE HOLDINGS LLC
9835 METROPOLITAN AVENUE
FOREST HILLS, NY 11375**

**ATTORNEYS FOR SPONSOR:
THE LAW OFFICE OF HERSHY ITZKOWITZ, P.C.
1154 60TH STREET
BROOKLYN, NEW YORK 11219
(718) 975-0402**

DATE OF ACCEPTANCE FOR FILING _____, 2022
THIS OFFERING PLAN MAY NOT BE USED AFTER _____, 2023 UNLESS EXTENDED BY AMENDMENT

THIS OFFERING PLAN MAY ONLY BE USED FOR 12 MONTHS FROM
THIS DATE UNLESS EXTENDED BY A DULY FILED AMENDMENT.
SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS.

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

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

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

TABLE OF CONTENTS

A. SPECIAL RISKS.....	1
B. INTRODUCTION	15
C. DEFINITIONS.....	21
D. DESCRIPTION OF PROPERTY AND IMPROVEMENTS.....	26
E. LOCATION AND AREA INFORMATION.....	27
F. SCHEDULE A.....	28
G. NOTES TO SCHEDULE A.....	29
H. SCHEDULE B	32
H1. NOTES TO SCHEDULE B	33
I. SCHEDULE B-1	38
J. COMPLIANCE WITH REAL PROPERTY LAW	39
K. CHANGES IN PRICES AND UNITS.....	40
L. INTERIM LEASES TO PURCHASERS.....	41
M. PROCEDURE TO PURCHASE	43
N. ASSIGNMENT OF PURCHASE AGREEMENT.....	57
O. EFFECTIVE DATE	58
P. TERMS OF SALE	60
Q. UNIT CLOSING COSTS AND ADJUSTMENTS	63
R. RIGHTS AND OBLIGATIONS OF SPONSOR.....	67
S. CONTROL BY SPONSOR	76
T. BOARD OF MANAGERS.....	78
U. RIGHTS AND OBLIGATIONS OF UNIT OWNERS & BOARD OF MANAGERS	81
V. REAL ESTATE TAXES.....	91

W. INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM	96
X. COUNSEL'S INCOME TAX OPINION	97
Y. AGREEMENT, CONTRACTS AND LEASES	102
Z. RESERVE FUND	103
AA. WORKING CAPITAL FUND	104
AB. IDENTITY OF PARTIES	105
AC. REPORTS TO UNIT OWNERS	107
AD. DOCUMENTS ON FILE	108
AE. GENERAL	109
AF. RESERVATION OF AIR RIGHTS	111
AG. SPONSOR'S STATEMENT OF BUILDING'S CONDITION	112
AH. ASBESTOS STATEMENT	113

PART II

Document No. 1:	Description of Property, Specifications and Floor Plans
Document No. 2:	Purchase Agreement
Document No. 3:	New York State and New York City Tax Forms
Document No. 4:	Form of Unit Owner's Power of Attorney
Document No. 5:	Form of Condominium Unit Deed
Document No. 6:	Declaration of Condominium
Document No. 7:	Condominium By-Laws
Document No. 8:	Article 36-B of The General Business Law
Document No. 9:	Form of Interim lease
Document No. 10:	Form of Escrow Agreement
Certifications:	Sponsor and Principals
	Sponsor's Engineer/Architect
	Sponsor's Expert Concerning Adequacy of Budget

A. SPECIAL RISKS

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

(A) The Sponsor is reserving the unconditional right to rent units rather than sell units after consummation of the plan. Accordingly, there is no commitment by Sponsor to sell more than 15% or one (1) unit, which is necessary to declare the plan effective. The Sponsor will endeavor in good faith to sell and not rent all the units.

Purchaser should note, that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings, be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 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.

Even once a building undergoes conversion, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to such minimum sales requirements. See Section B "Introduction".

(B) The Sponsor has secured construction financing of \$1,600,000.00 through Sharestates Investments Dacl, LLC with an address at 11 Middle Neck Road, Suite 314, Great Neck NY 11021. The loan will be paid up in full prior to the first closing. Satisfaction of this loan will be disclosed in the post-closing amendment to the Plan.

(C) The By-laws do not contain a provision that, after an initial Sponsor voting control period, a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principal(s). Furthermore, owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the condominium shall be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment. See Section S "Control by Sponsor".

(D) After the plan has been declared effective, Sponsor will give each Purchaser no less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to his or her Unit. TIME IS OF THE ESSENCE to close on such date. Time is of essence means that failure to act within the time required constitutes a breach of the contract. The

failure to close on such date may result in the Purchaser losing his down payment, but the Sponsor may not retain more than ten (10%) percent of the purchase price (regardless of the amount of the down payment), plus any amounts expended for any special work or extras. Any remainder will be returned to the Purchaser with fifteen (15) business days thereafter. The Sponsor must make a written demand for payment after a Purchaser's default at least thirty (30) days before forfeiture of any down payment may be declared. Such notice will be served in compliance with Section 20.1(d)(1) no less than thirty (30) days before the date set for the closing of the units. Purchaser at his option may waive this thirty (30) day notice provision as provided for in the Purchase Agreement. Sponsor has the right to postpone the closing date and to fix a new closing date within five (5) days of canceling the prior closing date. See Section M "Procedure to Purchase".

(E) The obligations of a Purchaser to close under the Purchase Agreement, is not conditional on obtaining financing. Any prospective Purchasers who executes a Purchase Agreement and does not obtain financing may lose the deposit if unable to pay the balance of the purchase price. Prospective Purchasers who need financing to purchase, are advised to consult with a bank before executing the Purchase Agreement to ascertain the likelihood of obtaining financing. No representation is made by the Sponsor as the availability or cost of such financing. The Sponsor may, however, at its sole option, consent to permit a mortgage contingency. It is at the Sponsor's discretion whether to offer a financing contingency on a case by case bases. If the Sponsor permits a mortgage contingency, prospective Purchasers will be required to comply with the terms of the mortgage contingency rider as stated in Exhibit B attached to the Purchase Agreement in Part II of this Plan.

In the event the Sponsor consents to a mortgage contingency, Purchaser shall make an application for a mortgage within five (5) day after the executed Purchase Agreement is returned to the Purchaser, following which the Purchaser must perform all of the requirements set forth herein.

(i) Within five (5) days after receiving a fully executed Purchase Agreement, Purchaser must make a mortgage application. Purchaser must provide the Seller and/or Seller's attorney with the name and address of the bank or mortgage broker to which application has been made. Purchaser shall authorize the mortgage broker or lending institution to talk directly to Seller's attorney regarding the status of the mortgage application. Failure to send such notice, will be considered to be a waiver of the mortgage contingency.

(ii) The obligation of the Purchaser to close hereunder, is conditioned upon the issuance of a written mortgage commitment, from any Institutional Lender (which shall include a mortgage banker and broker) within thirty (30) days from date the Purchaser receives an fully executed Purchase Agreement ("Mortgage Contingency Expiration Date"), pursuant to which such Institutional Lender agrees to make a first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of an amount equal to 75% of the purchase price or such lesser sum as Purchaser shall be willing to accept, at prevailing interest rates for a term of at least thirty (30) years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender.

(iii) If such commitment is not issued on or before the Mortgage Contingency Expiration Date, or a rejection is received, Purchaser shall within five (5) days of the Mortgage Contingency Expiration Date or rejection date, notify the Seller of the failure to receive a commitment or of the rejection. If Purchaser has not received a commitment by the Mortgage Contingency Expiration date, Sponsor shall have the sole and exclusive right to extend Purchaser's time to obtain a commitment for up to an additional thirty (30) days. Said date shall be the new Mortgage Contingency Expiration Date. In such a case, Purchaser must continue to pursue their mortgage application in good faith. If Sponsor chooses not to extend Purchaser's Mortgage Contingency Expiration date, or Purchaser has received a notice of rejection, Sponsor or Purchaser may cancel this contract by giving notice to the other, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract and the downpayment shall be refunded to Purchaser within five (5) days.

(iv) If Purchaser fails to give notice of cancellation then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Down payment and unexpended sums for special work ordered by reason of the contingency contained in this Rider and the mortgage contingency will no longer apply.

A Purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal, credit report, flood certification, tax service and origination fees (if any).

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

Under New York law, when a mortgage commitment is not fulfilled through no fault of Purchaser, performance is excused. Therefore, if Purchaser acts in good faith, and lender revokes the commitment after contingency period expires, performance is excused, and the Sponsor must grant to such Purchaser a right of rescission and a reasonable period of time to exercise such right. See Section M "Procedure to Purchase".

(F) In the event a Purchaser does not close on the Closing Date set forth in the Notice of Closing and the Sponsor elects not to cancel the Purchase Agreement or if the Sponsor approves the Purchaser's request to adjourn the closing of Purchaser's Unit, interest shall accrue on the full purchase price from the originally scheduled Closing Date until the adjourned closing date, when the Unit actually closes. The interest rate shall be ten percent (10%) per annum. This rate shall be in effect for as long as there are any unpaid amounts owing towards the full purchase price. The interest rate charged will not exceed the NYS usury laws. See Section M "Procedure to Purchase".

(G) At the time of title closing, each Purchaser of a Unit will pay certain closing costs in addition to the Purchase price. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan.

- (i) If such Purchaser elects to obtain fee title insurance, he or she will pay a premium therefor to his or her title insurance company;
- (ii) A fee for recording the deed and Unit Owner's Power of Attorney;
- (iii) If Purchaser obtains a mortgage loan, Purchaser will pay:
 - (a) a fee and service charge for recording the mortgage;
 - (b) Purchasers will pay a portion of the mortgage recording tax;
 - (c) Purchasers will pay a premium through the title insurance company for the mortgage title insurance policy;
 - (d) all costs and expenses in connection with such loan in amounts determined by the lender.

(iv) Seller is transferring its statutory obligation to pay transfer taxes to Purchaser. Purchaser shall pay the Real Property Transfer Tax due to the City of New York. For purposes of calculating the transfer taxes to be paid, for New York City Real Property Transfer Tax, consideration includes the transfer taxes paid by the purchaser; however, for the New York State transfer taxes, in the case of a conveyance of residential real property and where the Transfer Tax imposed is paid for by the Purchaser pursuant to a contract for sale, the amount of Transfer Tax calculated will be excluded from the calculation of consideration subject to tax.

(v) Purchaser will be required to deposit with the Board of Managers two (2) months estimated monthly common charges towards the Working Capital Fund.

- (vi) Purchaser shall be obligated to pay the following fees to Sponsors attorney:
 - a. \$2,500.00 for Seller's attorney in connection with the closing;
 - b. \$250.00 if at the request of the Purchaser, the closing is held at any Location other than Sponsor's attorney's office but in New York City and \$400 if the closing is held outside of New York City;
 - c. \$200.00 payable to Sponsor or Sponsor's attorney if e-forms for New York City Real Property Transfer Tax are prepared on the Purchaser's behalf. Additionally, in the event the Purchaser applies

for a mortgage and closes title with the mortgage, the Purchaser shall be obligated for an additional \$250.00 fee;

(vii) At closing, each Purchaser shall pay to the Sponsor the sum of \$8,500.00 to defray the Sponsor's costs of creating the condominium;

(viii) the pro-rated share in the first year's insurance premium from the date of the closing until the end of the first year of condominium operation. See Section Q "Unit Closing Costs and Adjustment".

(H) The building will be managed by the Sponsor, 473 Bainbridge Holding, LLC for the first year of condominium operation, for a fee of \$6,000.00, which is the prevailing rate. Said management fee does not cover the fee's associated with the superintendent / Janitorial services. After the first year the unit owners may choose to manage the condominium themselves or enter into a contract with an independent managing agent which may result in increased common charges. The Sponsor will work in the best interest of the Condominium and will not enter into sweetheart deals. While the Sponsor is in control of the Board, it is unlikely that it will give up the management of the building.

Superintendent / Janitorial services shall be provided by an employee of the managing agent for an additional \$150 weekly. This will include cleaning the building Monday – Friday & trash removal etc. There will be an extra fee for snow removal and for repairs, which shall be covered by the contingency fund or billed to the unit owners, by the management company, as a special assessment. See Section "Notes to Schedule B".

(I) The Sponsor is providing kitchen cabinets, refrigerator, dishwasher, microwave and gas range. All the units will have water and electric hookup for a stackable washer and dryer in their unit. The actual laundry equipment and installation of same shall be the responsibility of each unit's occupants. Sponsor is not providing blinds, shades or any appliances, other than those enumerated above, to the Units. See Section D "Description of Property and Improvements".

(J) Common charges do not include the cost of electric to the individual units. Each unit owner is responsible for the payment of same. See Schedules B and B-1 for further details.

(K) The escrow account, in which down payments or advances made by Purchasers will be placed, is covered by federal bank deposit insurance up to \$250,000.00 per individual deposit. On July 21, 2010 President Barack Obama signed the Dodd - Frank Wall Street Reform and Consumers Protection Act in law, which, in part, permanently raised the current standard maximum deposit insurance amount (SMDIA) to \$250,000. Any deposit, down payment or any other deposits, in excess of \$250,000.00 will not be insured in excess of \$250,000.00. As such, if the Purchaser has other accounts, at the same bank or branches of the bank that the down payment is being deposited, the assets in all of the Purchaser's accounts will be aggregated together with the escrow downpayment accounts for the purpose

of determining whether the maximum FDIC insured amount is achieved. See Section M "Procedure to Purchase".

(L) All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account. However, Purchasers should note that such funds may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras if such funds have been expended for such upgrades and /or extras. All funds received for upgrades will be returned if the plan is not consummated or abandoned. See Section M "Procedure to Purchase".

(M) As provided in the Bylaws, the Sponsor will control the Board of Managers for five (5) years after the closing of the first unit or until all units are sold, whichever is sooner. (Provided however, that the Sponsor may relinquish control at any time by calling a special meeting of the Unit Owners to elect a new Board of Managers).

The first Purchaser to close on its unit will be the first independent Board member. See Section S "Control by Sponsor".

(N) For as long as Sponsor or its successor - Sponsor owns twenty-five (25%) percent or more of the units in the entire condominium, but no later than five (5) years after the first closing, the Declaration, By-Laws and Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or its successor - Sponsor without the prior written consent of the Sponsor or its successor - Sponsor.

The Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required: (i) to comply with applicable laws or regulations, or (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer; or (iv) to repair or replace items necessary for the preservation or safety of the building or the health and safety of its occupants.

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

(O) In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium, Housing Merchant Implied Warranty, the Purchase Agreement, disposition of down payments or to break any deadlock in voting, the parties shall submit to arbitration through an agreed-upon arbitrator in order to resolve the issue. If the parties cannot agree upon an arbitrator, then the parties shall submit to binding arbitration through the American Arbitration Association ("AAA"), which will give any party the rights he is entitled to under New York law. The fees, costs and expenses of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his

or her own counsel and expert witnesses. The hearing will take place in the county where the building is located. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment and said decision shall be final and binding. A party's ability to have a court reverse or modify an arbitration award is very limited. Additional information may be found in the offering plan. The parties to the Purchase Agreement are giving up their right to bring a suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. Section M "Procedure to Purchase".

(P) The following items are not insured under the insurance policy included in the budget: boiler and machinery; excess liability; auto liability. However, same may be available at an extra cost. The cost of obtaining such insurance coverage shall be approximately one thousand (\$1,000.00) dollars annually.

In addition, there is no provision for insurance covering indemnification of Board Members. It is at the discretion of the Condominium Board to obtain such coverage, the cost of which will be borne by the Unit Owners as a common expense. The cost of obtaining such insurance coverage shall be approximately one thousand (\$1,000.00) dollars annually.

In order to safeguard the investment of its Unit Owners in the event of a substantial or total destruction of the Building, the Board of Managers should periodically review the amount of casualty insurance for the Building to insure that the amount of coverage equals the Building's then replacement cost. The insurance coverage will meet the requirements of the Sponsor or any mortgage lender procured by the Sponsor.

The insurance coverage provided by the Condominium, does not include claims for personal injury or property damage resulting from occurrences within a Unit, nor does it include coverage of the furniture or personal property of Unit Owners. Therefore, each Unit Owner should consider the desirability of obtaining additional insurance at his or her own cost covering among other items (i) fire or casualty losses to the contents of his or her Unit and any replacements, additions, upgraded fixtures and improvements therein, (ii) personal property, and (iii) liability for personal injury as a result of occurrences in the individual Unit. The cost of obtaining such insurance coverage shall be approximately four hundred (\$400.00) dollars annually, per unit. See Sections "Footnotes to Schedule B" and "Rights and Obligations of Unit Owners & Board of Managers".

(Q) Sponsor may not lease or rent any unit prior to the consummation of the Plan, with the exception of leasing a Unit to a Purchaser in contract of said Unit, via entering into an Interim Lease, Attached hereto as Documents #10, in Part II. In the event Sponsor-Seller elects to lease a Unit to a Purchaser in contract, via said Interim Lease, the lease will be for such rent and other terms as may be mutually agreed upon. Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (i.e., Sponsor-Seller), at its sole option, to immediately terminate such lease. The Purchase Agreement contains a similar cross-default provision entitling the Sponsor to cancel the Purchase Agreement in the event the Purchaser fails to cure a default under his lease within the applicable grace period (if any). Before the Sponsor may utilize the default under the lease to declare a default under the Purchase Agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit. The interim lessee will have thirty (30) days to vacate the apartment after a default under the Purchase Agreement or in the event the lessee rescinds the Purchase Agreement.

In the event Purchaser enters into an Interim Lease and Purchaser defaults on the Purchase Agreement and fails to close, and after notice from Sponsor to vacate Purchaser fails to vacate, Purchaser will pay Sponsor \$250.00 per day for each day he remains in possession beyond the 30th day following mailing of the Notice to Vacate.

The Risk of loss from fire or other casualty remains with the Sponsor until the Purchaser shall be conveyed legal title or until the Purchaser occupies the unit pursuant to an interim lease. If the Purchaser becomes the tenant or actually occupies the unit before the closing of title thereto and, before such closing, the unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage to his/her personal belongings and any other losses not covered by the insurance of the Sponsor or condominium, as applicable, unless the cause thereof originated outside of the unit and did not result from the acts of such Purchaser or other occupants of the unit or such Purchaser's guests, invitees, or workmen. If the Purchaser shall become a tenant, it is advisable to obtain insurance for all the contents of the apartment. The unit itself cannot be insured without an ownership interest. See Section L "Interim Leases".

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

The Sponsor reserves the right to make changes in size, layout and number of unsold units without the approval of the Board of Managers. The Sponsor will file an amendment to the offering plan disclosing any such changes and any material changes must be with the consent of any affected Purchasers. There is a rebuttable presumption that an area that is decreased by five (5%) percent or less, is not material. However, if the decrease is deemed to be a material change, then such change would require consent from the Purchasers in contract. See Section K "Changes in Prices and Units".

(S) In the event of a bulk sale by the Sponsor of all or some of its unsold units, the transferee successor Sponsor will be bound by the Sponsor's representations regarding its commitment to sell units. A bulk sale is defined as a transfer of ten (10) or more units or twenty (20%) percent or more of the total numbers of units in the condominium, whichever is less, to one Purchaser. This condominium project contains six (6) units. As such, a sale of two (2) or more units to one Purchaser will constitute a bulk sale. See Section B "Introduction".

(T) The approximate floor area, which is within reasonable tolerance, of each condominium unit is measured as follows: horizontally; approximately to the outside face of the masonry work at the exterior walls of the building and approximately to the non-unit side of the walls and partitions (dividing the units from corridors, stairs and mechanical spaces). Dimensions shall be to the centerline when a partition divides two units. The square footage of each unit is not based upon measurements from interior surfaces of interior walls and the actual area comprising the condominium unit is significantly less than listed in

Schedule A. See Section "Description of Property and Improvements" and Section "Footnotes to Schedule A".

(U) Pursuant to Article 36-B of the General Business Law, the Sponsor has elected to limit the Housing Merchant Implied Warranty. The Sponsor reserves the right to amend the plan to modify the limitation on the warranty for any unit which has not been conveyed by deed or purchased via execution of a contract of sale. Purchasers are urged to review the Sponsor's limited warranty carefully before executing a Purchase Agreement.

The Sponsor's maximum liability to any unit owner under the Sponsor's Limited Warranty is limited to fifty percent (50%) of the purchase price of the unit. Additionally, the Sponsor's Limited Warranty is limited to actual purchasers and their successors whom acquire title to the subject Unit by will or by the governing intestacy laws.

- (1) The Sponsor's Limited Warranty excludes all consequential, incidental, special damages not foreseeable to the Sponsor and indirect damages.
- (2) The Sponsor's Limited Warranty does not cover defects in appliances, fixtures, equipment and household items, except defects due to improper installation by the Sponsor.
- (3) The Sponsor's Limited Warranty does not cover any defects for any labor or in any work or materials ordered directly by any Purchaser from Sponsor's sub-contractors, suppliers, or any independent contractor not engaged in any non-delegable duty(ies).
- (4) The Sponsor's Limited Warranty is limited to actual Purchasers and their successors whom acquire title to the subject Unit by will or by the governing intestacy laws.
- (5) In addition, the following items are not covered by the Sponsors Limited Warranty:
 - (a) conspicuous defects and any defects which an inspection of the Unit would reveal;
 - (b) damage caused by the failure of the Purchaser or any affiliate thereof, to comply with the requirements of the Sponsors Limited Warranty or of any requirements imposed by a manufacturer, supplier of appliances, fixtures, equipment or household items;
 - (c) damage caused by the misuse, overuse, or interference by Purchaser or anyone other than the Sponsor or its employees or delegates;
 - (d) any additional damage caused by the failure of Purchaser to give adequate notice to the Sponsor of any defects or damage in a timely fashion as provided in the Sponsor's Limited Warranty;

- (e) any damage caused by changes, alterations or improvements made to the Unit by anyone other than the Sponsor or its employees or delegates;
 - (f) any damage caused by Purchaser's failure to adequately maintain and preserve any item or property covered under the Sponsor's Limited Warranty;
 - (g) any loss or damage caused by or stemming from an accident, catastrophe, unnatural forces due to violence or gross negligence, fire, explosion, smoke, motor vehicles, acts of God, lightening, windstorm, hail, flood, earthquake, soil movement, and changes in the underground waterbase;
 - (h) any loss or damage caused by seepage of water unless such loss or damage is directly related to a construction defect resulting from construction by the Sponsor;
 - (i) any damage resulting from Purchaser's failure to take timely action to mitigate any pre-existing damages;
 - (j) any condition resulting from normal wear and tear or from normal settling of the building, including but not limited to, concrete cracks, outer building cracks which do not impair the structural stability of the building;
 - (k) insects, vermin, rodent damage and infestation, or damage caused by other animals or pests;
 - (l) death, bodily injury or damage to personal property;
 - (m) damage which arises from any misuse or unauthorized use of the Unit.
- (6) Repair of any damage to the load bearing portions of the Unit or Building will be limited to that which is necessary to restore their load bearing functions.

Languages on the Warranties in this condominium offering plan must be in accordance of Section 777-a (New York Housing Merchant Implied Warranty) and Section 777-b (New York Exclusion or Modification of Warranties) on sales of new home of The New York General Business Law.

Any exclusion or modification of warranties that does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such standard, a local accepted building practice, shall be void as a contrary to public policy. In addition, any exclusion or modification of warranties that fails to ensure that as home is habitable by permitting conditions to exist which render the home unsafe, shall be considered void as well.

The Sponsor's obligations, regardless of any limitations in the warranty or in this offering plan, is to construct the premise in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter. See Sections R "Rights and Obligations of Sponsor".

(V) Closing will not take place, and no individual condominium apartment will be sold until a permanent or temporary Certificate of Occupancy has been obtained for the premises. In the event closing occurs after the issuance of a temporary Certificate of Occupancy, but prior to the issuance of permanent Certificate of Occupancy, then it will remain the obligation of the Sponsor and its principals to, at its own cost and expense, obtain such permanent Certificate of Occupancy, and the permanent Certificate of Occupancy must be obtained within two (2) years from the date of issuance of the original temporary Certificate of Occupancy.

Purchasers are advised that in NYC, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final Certificate of Occupancy ("FCO") covering the entire building but with only a temporary Certificate of Occupancy ("TCO"), and sometimes with several successive TCO's. TCO's and FCO's are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCO's are issued by the NYC Dept of Buildings. ("DOB"). A TCO is intended to indicate that the property confirms 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 should be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or to 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 each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee the DOB will issue the FCO within such two year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Furthermore, because Sponsor and the by-laws of the Condominium may permit unit owners to undertake renovations to individual units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof.

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 fact sheet on Certificate of Occupancy is available on the DOB website at

http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf. See Sections R "Rights and Obligations of Sponsor".

(W) Each Unit Owner shall notify the Condominium Board or the Managing Agent, if any, in writing when a child, or children, under the age of eleven (11) years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install, at such Unit Owners expense, the required window guards (or safety stops in lieu of window guards, designed specifically to prevent a child from falling out of the window) in all windows of the Unit in compliance with all applicable New York City Administrative Code requirements. The Unit Owner should maintain all window guards (or stops) installed in the Unit and shall not remove same until permitted by applicable law and in any event, without prior written notice to the Managing Agent. See By - laws in Part II of the Plan.

(X) The cellar space has less light and air than ordinary living space and is more susceptible to dampness. The cellar may not be used for a bedroom, dining room or any other use considered to be a habitable space, as defined by the New York City Building Code. Any use of the cellar space as a living or sleeping area, may result in a violation being issued against the building and a fine imposed. Additionally, spaces in the cellar may not be rented independently. Rental use as living or sleeping quarters may result in an Environmental Control Board (ECB) violation being issued by The New York City Department of Buildings, which would be the responsibility of the unit owner to cure. See Section G "Footnotes to Schedule A".

(Y) The Sponsor is providing combination carbon monoxide/smoke detectors in each unit at each level in accordance with the Administrative Code of the City of New York. The Unit Owners will be responsible for the maintenance of such detectors. See Section B "Introduction".

(Z) The Sponsor projects that condominium operations shall commence by July 1, 2022, which is anticipated to be the date when the initial units will be closed upon. In the event that the actual or anticipated date of commencement of condominium operation is delayed by six (6) months or more from the anticipated date of the closing of the first unit, this plan will be amended to include a new anticipated commencement of Condominium Operations, and a revised budget which will disclose any new projections. If such new projection exceeds the projections contained herein by twenty - five percent (25%) or more, the Sponsor shall offer all Purchasers the right to rescind their offer to purchase their Unit, and to have their downpayments refunded, for a period of fifteen (15) days following the presentation of such amendment. If such right to rescind is timely exercised, the downpayment and any unexpended sums for special work ordered will be refunded within ten (10) days of the Sponsor's receipt of the notice of rescission. The Sponsor may not declare the Offering Plan effective where there are any material changes to the budget, and these changes have not been disclosed by a duly filed amendment to the offering plan.

The Sponsor anticipates that the first closing of a Unit will occur by July 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 June 30, 2022, twelve months after the projected date for the first closing. However, if the Plan is amended to provide for a later projected date for the first closing, all Purchasers will be

entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date.

However, if the first closing does occur on or prior to June 30, 2022, the Sponsor may schedule the closings of title to other units significantly later than such date. Thus, unless your Purchase Agreement contains an outside closing date, the 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. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See Sections B "Introduction".

(AA) All unused floor area development rights that are now owned, subsequently acquired or that may become available, under the New York City Zoning Resolution, shall belong to the Sponsor. Same may be sold, transferred or hypothecated to any other entity for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar agreement. The unused floor area development rights may not be used to further expand the current building. There are currently no unused floor area development rights for this property. See Sections "Reservation of Air Rights".

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

(AC) No bond or other security has been furnished to secure Sponsor's obligations including Sponsor obligations to complete its obligations under the Plan. See Sections R "Rights and Obligations of Sponsor".

(AD) The Financial Crimes Enforcement Network ("FinCEN") has issued a Geographic Targeting Order ("GTO"), last updated in November 2020, which requires US title insurance companies to report the personal identity of purchasers in certain residential real estate transactions in all NYC boroughs which meet the following criteria:

- (a) purchaser is a legal entity as defined in the GTO;
- (b) total purchase price is in excess of \$300,000.00;
- (c) purchase is made without a bank loan or other similar form of external financing; and
- (d) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, virtual currency or a funds transfer.

As long as the GTO remains in effect, its reporting requirements apply to all residential real property Closings meeting the above criteria. See Section M "Procedure to Purchase".

(AE) The Purchaser will represent to Sponsor that he or she has not dealt with any broker other than the Selling Agent in connection with the acquisition of his or her Unit and will indemnify the Sponsor against the claims of any other broker, in the event such broker is not disclosed to the Sponsor at the time of execution of the Purchase Agreement. See Section M "Procedure to Purchase".

(AF) Buildings Smoking Policy - Smoking and the using electronic cigarettes are not permitted in the indoor common elements.

Smoking and using electronic cigarettes is permitted in any of the dwelling units and the indoor limited common elements appurtenant to such units.

Smoking and using electronic cigarettes is permitted in all outdoor areas, including but not limited to, the yard area, driveway, rooftop, balconies and any outdoor areas connected to a dwelling unit and designated as a limited common area or any outdoor common area space. Section M "Procedure to Purchase".

(AG) Buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included as an exhibit to this plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for lead paint.

B. INTRODUCTION

Purpose of the Offering Plan

The purpose of the Plan is to set forth all the material terms of the offer to sell these apartments as condominium units. The Plan may be amended from time to time to reflect changes which materially affect the offering. All amendments will be filed with the New York State Department of Law and will thereafter be served upon Purchasers who have executed and delivered Purchase Agreements to the Sponsor or Selling Agent, Unit Owners and any other person entitled to service pursuant to 13 NYCRR § 20.1(d).

The Offer

The Sponsor presents this Offering Plan (the "Plan") for the establishment of condominium ownership of the Property pursuant to, and in compliance with, Article 9-B of the Real Property Law of the State of New York, as amended (the "Condominium Act"). The condominium shall be known as The 473 Bainbridge Street Condominium (the "Condominium").

The offering plan encompasses the land, the structure and all appurtenances thereto at the following address: 473 Bainbridge Street, Brooklyn, New York (the "Building"). The Sponsor is 473 Bainbridge Holdings LLC, a domestic limited liability company with an address at 98-35 Metropolitan Avenue, Forest Hills, NY 11375 (the Sponsor). The Sponsor acquired the property on May 18, 2018, with a vacant two (2) family house on the property. Said house is being renovated and enlarged under plans filed with and approved by the Department of Buildings of the City of New York. The building and land are hereinafter collectively referred to as the Property.

The Sponsor hereby offers six (6) residential units for sale under the Plan. The purchase prices and estimated Common Charges for each of the Units are listed in Schedule A -- Offering Prices and Related Information. THE PRICES CONTAINED IN THE PLAN HAVE BEEN SET BY SPONSOR WITHOUT ARMS LENGTH NEGOTIATION AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY GOVERNMENTAL AGENCY.

The Sponsor is reserving the unconditional right to rent units rather than sell units after consummation of the plan. Accordingly, there is no commitment by Sponsor to sell more than 15% or one (1) unit which is necessary to declare the plan effective. See Section R, "Rights and Obligations of Sponsor".

In the event of a bulk sale by the Sponsor, which in this Plan, is two (2) units to one (1) Purchaser, the transferee successor Sponsor will be bound by the Sponsor's representations regarding its commitment to sell units.

This Offering Plan including all Schedules and Parts A, B, C and D of the Exhibits constitute the entire Offer of the Sponsor, and copies of the Offering Plan and Parts A, B, C and D of the Exhibits will be available for inspection by prospective Purchasers without charge, and for copying at a reasonable rate at the Property Site whenever the on-site office is open, and at the office of the selling agent or the Sponsor.

Reservation of Air Rights

All unused floor area development rights that are now owned, subsequently acquired or that may become available, under the New York City Zoning Resolution, shall belong to the Sponsor. Same may be sold, transferred or hypothecated to any other entity for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar agreement. The unused floor area development rights may not be used to further expand the current project. There are currently no unused floor area development rights available for this property.

Financing

The Sponsor has secured construction financing of \$1,600,000.00 through Sharestates Investments Dacl, LLC with an address at 11 Middle Neck Road, Suite 314, Great Neck NY 11021. The loan will be paid up in full prior to the first closing. Satisfaction of this loan will be disclosed in the post-closing amendment to the Plan.

Basic Aspects of Condominium Ownership

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

The Common Elements consists of all the portions of the Condominium Property that is not designated as Units or parts thereof. The Common Elements include, generally, but without limitation, the Condominium Property including the portions on which the Building is erected. See Section Definitions for further details.

Limited Common Elements

Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more Units.

The Limited Common Elements in this Condominium are as follows; Units 3A & 4A are each being allocated a balcony. See "Floor Plans" & "Schedule A" for further details.

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

Common Charges

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

Ownership/Leasing of Units

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

Any Unit Owner may sell or lease his or her Unit to anyone, without restriction or limitation. Any deed to a subsequent Purchaser must provide that the acceptance thereof by the grantee constitutes an assumption of the provisions of the Declaration, the By-Laws, and the rules and regulations of the Condominium as they may be amended from time to time.

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

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

Powers/Duties of Board of Managers

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

Voting

Each Unit is entitled to vote as follows: all Unit Owners will be entitled to one (1) vote for each unit owned, in all matters which require a vote of the Unit Owners, including Board elections. Where title to a Unit is held by two (2) persons, each such co-owner will be entitled to one-half (1/2) such vote. If they choose, they can designate one Person amongst them to vote appurtenant to their Unit. The designation shall be given in writing to the Condominium Board, and the vote of such designee shall be binding upon all of such persons. Except in those instances where the New York Condominium Act, the Declaration or the By-Laws provide otherwise, all matters to be decided by the vote of Unit Owners will be decided by a majority vote thereof.

Real Estate Taxes

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

Insurance

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

Painting/Decoration of Common Elements and Units

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

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

Carbon Monoxide/Smoke Detectors

The Sponsor is providing combination carbon monoxide/smoke detectors in each unit at each level in accordance with the Administrative Code of the City of New York. The Unit Owners are responsible for the upkeep and maintenance of the carbon monoxide/smoke detectors.

Limitations on Purchase of Units

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

Estimate of Commencement of Condominium Operations

The Sponsor projects that condominium operations shall commence by July 1, 2022, which is anticipated to be the date when the initial units will be closed upon. In the event that the actual or anticipated date of commencement of condominium operation is delayed by

six (6) months or more from the anticipated date of the closing of the first unit, this plan will be amended to include a new anticipated commencement of Condominium Operations, and a revised budget which will disclose any new projections. If such new projection exceeds the projections contained herein by twenty - five percent (25%) or more, the Sponsor shall offer all Purchasers the right to rescind their offer to purchase their Unit, and to have their downpayments refunded, for a period of fifteen (15) days following the presentation of such amendment. If such right to rescind is timely exercised, the downpayment and any unexpended sums for special work ordered will be refunded within ten (10) days of the Sponsor's receipt of the notice of rescission. The Sponsor may not declare the Offering Plan effective where there are any material changes to the budget, and these changes have not been disclosed by a duly filed amendment to the offering plan.

The Sponsor anticipates that the first closing of a Unit will occur by July 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 June 30, 2022, twelve months after the projected date for the first closing. However, if the Plan is amended to provide for a later projected date for the first closing, all Purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date.

However, if the first closing does occur on or prior to June 30, 2022, the Sponsor may schedule the closings of title to other units significantly later than such date. Thus, unless your Purchase Agreement contains an outside closing date, the 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. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

Contents of Part II

1. A detailed description of the physical condition of the Property is set forth in Part II as Document No. 1, entitled "Description of Property", which includes an architect's/engineer's report describing the property, and should be reviewed carefully by prospective Purchasers. Further, floor plans of the Units are set forth in Part II as part of Document Number 1.
2. The agreement to purchase a Unit is called a "Purchase Agreement", the general form of which is set forth in Part II as Document No. 2. The terms of sale of Units, as well as the procedure to purchase the same, are summarized in Section "Procedure to Purchase".

3. New York City and State Tax forms are attached herein as Document 3.
4. The Power of Attorney: (1) gives the Board of Managers the power to acquire a unit when offered for sale by a Unit Owner or pursuant to foreclosure, and (2), permits the Board of Managers to file an instrument affecting the condominium with respect to compliance with laws, zoning, easements, etc. For more details see the form annexed as Document No. 4 in Part II of the Plan.
5. The form of deed that Sponsor will issue to Purchasers of Units is set forth as Document No. 5 in Part II.
6. The form of Unit Owner's Power of Attorney that each Unit Owner will be required to give to the Condominium Board and to the Sponsor pursuant to Article 14 of the Declaration, set forth as Document No. 6 in Part II of the Plan.
7. The salient provisions of the Declaration of the Condominium (the "Declaration"), which is the document that establishes condominium ownership of the Property, and the By-Laws of the Condominium (the "By-Laws"), which govern the operation of the Condominium and to which are annexed the Rules and Regulations of the Condominium (the "Rules and Regulations"), are partially summarized in Section "Rights and Obligations of Unit Owners and Board of Managers" and are reproduced in full in Part II as Documents Numbers 6 and 7, respectively.
8. Article 36-B of the General Business Laws
9. The form of Escrow Agreement which shall be signed by the Escrow agent, principal of Sponsor and the Purchaser, set forth as Document No. 8 in Part II of the Plan.
10. The form of Interim Lease which is a lease agreement between the Sponsor and a Purchaser in contract in the event such Purchaser is allowed to move into the unit in contract prior to the closing, set forth as Document No. 9 in Part II of the Plan.

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

Parts I and II of the Offering Plan constitutes the entire offering and contains all the detailed terms of the offer. The exhibits submitted to the Department of Law in connection with the filing of the Plan contain additional supporting documentation. All of these are available for inspection and copying to prospective Purchasers and their attorneys at the office of the attorneys for the Sponsor during regular business hours. There will be no charge for inspection. However, there will be a charge of forty cents (\$0.40) per page for copying. The offering plan and exhibits are also available for inspection and copying by appointment (at a current charge of \$0.25 per page) through the Department of Law, 28 Liberty Street,

New York, NY 10005. There is a \$25.00 deposit required for each copy of the book, which will be refunded if it is returned to the Sponsor in good condition, normal wear and tear excepted.

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

C. DEFINITIONS

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

1. American Arbitration Association: shall mean a not-for-profit organization in the field of alternative dispute resolution, providing services to individuals and organizations who wish to resolve conflicts out of court, and one of several arbitration organizations that administers arbitration proceedings.

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

3. Arbitration: Arbitration is a form of alternative dispute resolution and may be used to settle a dispute without using the courts. Article 75 of the New York Civil Practice Law and Rules contains the rules and procedures governing arbitrations in New York State.

4. Balcony, terrace, porch, or patio: generally define an area adjoining a building at various levels of the building which is generally used by the adjoining Unit. The characterization of the above for the purposes of the Zoning Resolution is based on its location and description as set forth in the Floor Plans.

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

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

7. Building: shall mean the building situated on the Land which is described in Exhibit A hereto.

8. Building Code: is a set of rules that specify the standards for constructed objects such as building and non-building structures. Buildings must conform to the code to obtain planning permission, usually from a local council. The main purpose of building codes is to protect public health, safety and general welfare as they relate to the construction and occupancy of buildings and structures.

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

10. Common Charges: shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or the By-Laws), to meet the Common Expenses. NOTE: These charges are payable by the Unit Owners of its building on a monthly basis.

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

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

13. Common Interest: shall mean the undivided percentage interest of each Unit in the Common Elements.

14. Condominium: shall mean THE 473 BAINBRIDGE STREET CONDOMINIUM which was established pursuant to the terms of the Declaration and is to be governed pursuant to the terms of the By-Laws.

15. Condominium Act shall mean Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

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

17. Condominium Documents: This Offering Plan, and the Declaration, Floor Plans, By-Laws and rules and regulations of the Condominium and all Exhibits for the foregoing, as amended from time to time.

18. Condominium Unit Deed: A legal document that is signed and delivered, especially one regarding the ownership of property or legal rights.

19. Court: A court is a tribunal, often as a government institution, with the authority to adjudicate legal disputes between parties and carry out the administration of justice in civil, criminal, and administrative matters in accordance with the rule of law.

20. Declaration: shall mean the declaration executed by Declarant for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership of the property.

21. Department of Buildings: is a department of the government that enforces the city's building codes and zoning regulations, issues building permits, licenses, registers and

disciplines certain construction trades, responds to structural emergencies and inspects new and existing buildings.

22. Department of Law: The department of the government responsible for most of the legal affairs.

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

24. FCO: A Final Certificate of Occupancy is a document issued by a local government agency or building department certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

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

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

27. Housing Merchant Implied Warranty: A warranty on the construction, implied in the contract or agreement for the sale of a new home and shall survive the passing of title.

28. Initial Sponsor Control Period: shall mean the period that the Sponsor will control the Board of Managers by nominating a majority of the Board members.

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

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

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

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

33. Limited Common Elements: Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more Units.

34. Lot Line: shall mean the boundaries of the tax lot as determined by the City of New York Department of Finance, Real Property Assessment Bureau. Lot line windows, if

any, are windows located on the edge of the lot, in the event the building is constructed on the lot lines.

35. Managing Agent: shall mean a Person employed by the Condominium Board, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium Board shall delegate.

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

37. Mansion Tax: A one (1%) percent tax on sales of homes of one million dollars or more.

38. New York Clearing House Association: An organization established in 1853 to simplify the settlement of interbank transactions.

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

40. Permitted First Mortgagee: shall mean any holder of a Permitted First Mortgage.

41. Person: shall mean any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

42. Plan: shall mean that certain offering plan to convert the Property to condominium ownership filed with the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.

43. Plans & Specifications: shall mean plans and specifications of the building and units identified in this offering plan.

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

44. Purchase Agreement: A Purchase Agreement is a legal document between two parties, the Seller who wishes to sell a piece of personal property and the Buyer who wants to buy that property. The Agreement describes the terms and conditions of the sale and ensures that both parties will follow through on their promises regarding that sale.

45. Purchase Price: The amount of money someone pays for something, such as a house.

46. Register's Office: shall mean the Office of the Register of the City of New York, New York County.

47. Rules and Regulations: shall mean the rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

48. Special Assessments: shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with paragraph (C) of Section 6.1 of the By-Laws.

49. Sponsor: As used in New York State regulations pertaining to newly constructed and vacant condominium, the word "Sponsor" means "any person, partnership, joint venture, corporation, company, trust, association or other entity or agent thereof who makes or takes part in a public offering or sale in or from the State of New York of participation interests or investments in real estate including condominium interests in realty." The Sponsor of this offering plan is 1109 Halsey LLC.

50. TCO: A Temporary Certificates of Occupancy are generally sought after and acquired when a building is still under minor construction, but there is a certain section or number of floors that are deemed to be habitable.

51. Time of the Essence: shall mean that the Purchaser must cure a default under his purchase agreement by the date indicated on the notice of closing or forfeit his down payment. The Purchaser will be served with a 30 days notice prior to the time of essence.

52. Trust Fund: shall mean a fund in which all monies received from an insurance claim shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees.

53. Unit: shall mean any of the "Units", as such term is defined in the Condominium Act, located in the Building, which units are more particularly described in Article 6 of, and Exhibit B to, the Declaration and in the Floor Plans.

54. Unit Owner: shall mean any Person who holds fee title, of record, to one or more Units at the time in question.

55. Unit Owner's Power of Attorney: A condominium power of attorney gives the condo board the right to act on your behalf.

56. Unsold Units: This term shall only apply in the situation where there is a Sponsor that offers units for sale and shall mean any Unsold Unit owned by Sponsor or its designee at the time in question. It shall not apply to any unit occupied by the Sponsor or any member of his family.

D. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

A more detailed description of the building and property, including the Engineer's Report and floor plans is set forth in the Description of Property, Document No. 1 in Part II of the Plan.

The land is known by street address as 473 Bainbridge Street, Brooklyn, New York. The parcel is located in Block 1505 Lot 49.

The existing house is being renovated and enlarged. When completed, it shall consist of a cellar and four (4) stories, and will contain six (6) residential units. The building does not have an elevator. Unit 1A is located on the first floor and will be allocated an accessory area in the cellar, a rear yard, front yard and lower yard as a limited common element. Unit 2A is located on the second floor. Units 3A and 3B are each located on the third floor and are each being allocated a balcony as a limited common element. Unit 3B is being located on the third and fourth floor and is being allocated two (2) balconies as a limited common element. Units 4A and 4B are each being located on the fourth floor and are being allocated a balcony as a limited common element. See Schedule A - Offering Prices and Related Information and the Architect's Report and Floor Plans in Part II of the Plan for further details.

The property will be improved and the Units built in accordance with all applicable zoning and building laws, regulations, codes, and other government requirements. The proposed project is governed by New York City zoning laws and the Building Code. The site is zoned R6 which permits residential use as of right.

The Units and Common Elements will be built in accordance with this Plan and with the Plans and Specifications filed with the Department of Buildings as the same may be amended. The Units, when fully completed, will comply with all applicable rules, regulations, laws and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction. The Plans and Specifications will be available for inspection at the Sponsor's office on the Property.

Appliances

The Sponsor is providing kitchen cabinets, refrigerator, dishwasher, microwave and gas range. All the units will be provided a gas, water and electric hook up for a stackable washer and dryer in their unit. The actual laundry equipment and installation of same shall be the responsibility of each unit's occupants. Sponsor is not providing blinds, shades or any appliances, other than those enumerated above, to the Units.

Estimate of Completion

The building and units are presently under construction. The project will be completed in one phase. The Sponsor projects that the construction of the entire building will be substantially completed by having a TCO or a FCO issued by the Department of Buildings by July 1, 2022. The Sponsor will not close any units without a TCO or FCO.

E. LOCATION AND AREA INFORMATION

The following is a general description of the location of the building and the area surrounding the property. Reference should be made to the Architect's Description of Property, reproduced in full as Document Number 1 in Part II of the Plan, for a more detailed description of the Property and its physical condition.

Location

The address of the property is 473 Bainbridge Street, Brooklyn, NY which is in the Bedford Stuyvesant neighborhood of Brooklyn. The parcel is located at Tax Block 1505 and Lot 49. The site is zoned R6B, which permits residential use as of right.

The primary access roads are Central Avenue and Evergreen Avenue. The primary highway is the Brooklyn-Queens Expressway. Manhattan is closely accessible via the Brooklyn Bridge.

The Condominium is located in the residential neighborhood. The neighborhood has residential amenities. The immediate area consists of multi-occupancy housing with elementary schools within walking distance. Located nearby are public, private and parochial schools, day care centers, police station, fire station and hospitals.

Many retail facilities such as supermarkets, fruit and vegetable stores, meat and fish stores and bakeries exist on the surrounding streets. The Condominium is within walking distance of banks, restaurants, a hotel, and parks. Brookdale Hospital Medical Center located at 1 Brookdale Plaza, Brooklyn, NY 1121 is 1.4 miles from the condominium. The 83rd Police Precinct is located at 480 Knickerbocker Avenue, Brooklyn, NY which is 1 mile from the condominium. FDNY Engine 233 Ladder 176 is located at 25 Rockaway Avenue, Brooklyn, NY which is 1 mile from the condominium. The Halsey Street/Central Avenue city bus stop is 270 feet from the condominium. The Halsey Street Station which has a stop for the J subway is 1.3 miles from the condominium.

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

The Sponsor is not developing any other property in close proximity to this project. There are no developments adjacent to or across the street from this property that have been publicly announced. Any change in vicinity that occurs while sales are continuing, will be disclosed in an amendment within thirty (30) days after the information becomes known to the Sponsor.

F. SCHEDULE A
OFFERING PRICES AND RELATED INFORMATION
The 473 Bainbridge Street Condominium

473 Bainbridge Street
Brooklyn, New York 11233

Year Projected to Begin:
July 1, 2022 - June 31, 2023

Unit No.	Location	Approx. Floor Area	Uninhabitable Floor Area	No. of Bedrooms / Bathrooms	Offering Price	Percent Common Interest	Projected Monthly Common Charges	Projected Real Estate Taxes (Monthly)	Projected Real Estate Taxes (Annual)	Projected Monthly Carrying Charges
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1A	Cellar / 1st Floor	957	* c. 513	2/1	\$1,050,000.00	30.38%	\$ 795.34	\$ 795.87	\$ 9,550.41	\$ 1,591.21
2A	2nd Floor	530		1/1	\$475,000.00	12.03%	315.01	315.22	3,782.62	630.23
2B	2nd Floor	490		1/1	\$499,000.00	11.86%	310.61	310.82	3,729.80	621.43
3A	3rd Floor	525	b. 50	1/1	575,000.00	13.25%	346.96	347.18	4,166.20	694.14
3B	3rd Floor	487		1/1	599,000.00	13.07%	342.09	342.31	4,107.72	684.40
4A	4th Floor	768	b. 50	2/2	845,000.00	19.41%	508.30	508.63	6,103.57	1,016.93
6 Residential Units		3757			\$4,043,000.00	100.00%	\$2,618.31	\$2,620.03	\$31,440.33	\$5,238.33

* This area may not be used as a bedroom or living room. Doing so may result in a DOB violation being issued against the building. Cellar Space has less light and air than ordinary living space and is more susceptible to dampness.

Note: Units 3A and 4A are each being allocated a balcony as a limited common element. See "Floor Plans."

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

Note: At closing, each Purchaser shall deposit an Initial payment equal to two (2) months' estimated monthly common charges for the unit. See Section "Working Capital Fund."

Note: At closing, each Purchaser shall pay an additional \$4,500.00 to defray Sponsor's costs of forming the condominium. See Section "Unit Closing Costs and Adjustments."

b. balcony c. cellar

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

- (1) Each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. The approximate floor area, which is within reasonable tolerance, of each condominium unit is measured as follows: horizontally; approximately to the outside face of the masonry work at the exterior walls of the building and approximately to the non-unit side of the walls and partitions (dividing the units from corridors, stairs and mechanical spaces). Dimensions shall be to the centerline when a partition divides two units. The square footage of each unit is not based upon measurements from interior surfaces of interior walls and the actual area comprising the condominium unit is significantly less than listed in Schedule A. The number of bedrooms in each Unit is computed in accordance with the standards established by the New York City Building Code. See the Description of Property set forth in Part II for a more detailed description of the Units and the rooms, including floor plans of the units.
- (2) Prices are negotiable. The Sponsor reserves the right to change the offering prices set forth in Schedule A. These offering prices, however, may only be changed by a duly filed amendment to this Plan when the change in price is: (i) an across-the-board increase or decrease affecting one (1) or more lines of units or unit models; (ii) is to be advertised; (iii) is a price increase for an individual Purchaser. However, the prices for the Units are negotiable and the Sponsor may enter into an agreement with a Purchaser to sell one or more Units at prices lower from those set forth in Schedule A. The negotiation with one Purchaser will not affect negotiation with another Purchaser. See Section "Changes in Prices and Units". See Section "Unit Closing Cost and Adjustments" which discloses and explains the closing costs and adjustments that a Purchaser has to pay.

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

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

maintenance and operation of the Common Elements. However, Common Charges exclude repair or decoration to the inside of the units, electricity and gas for each Unit and insurance for personal effects. Common charges have been based on the estimated operating budgets annexed as Schedule B to this Plan. See Schedule B-1 for individual electricity and gas expenses for the units.

- (5) The real estate tax estimates set forth in Schedule A are based on a letter from Metropolitan Realty, Inc, dated October 11, 2021, which is attached to in Section V "Real Estate Taxes". The projection is based on the taxable assessed valuation for the post-construction assessment, whose total assessed value is estimated to be \$256,973. Using the projected tax rate of \$12.235 per One Hundred Dollars (\$100.00) of assessed valuation for Tax Year 2021/2022, the post construction real estate taxes is projected to be \$31,441 ($\$256,973 \times .122354 = \$31,441$).

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

The projected real estate taxes for the units are set forth in the foregoing Schedule A. The estimated date of post construction reassessment is January 5, 2023. The projections of taxes due are based on the current real estate tax rate of 12.235%. However, it is not possible to accurately determine what the increase in actual assessed valuation will be and it is equally impossible to predict any future increases in real estate tax rates which may affect the amount of tax due on the property. If there is an increase in actual assessed valuation or in real estate tax rates it will be updated in future amendments to this Offering Plan. See Section "Real Estate Taxes".

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing internal revenue code, including the taxes and deductions related to home ownership. The deduction for all State and Local taxes, including but not limited to real estate tax and income tax, is limited to ten thousand (\$10,000.00) dollars combined.

If the Purchaser obtains a mortgage, interest on such loan is deductible under current law. The Internal Revenue Code of 1986, as amended, limits the deductions of mortgage interest to mortgages incurred in acquiring, constructing or substantially improving the first and second residences of a taxpayer. The deduction is also limited to interest paid on acquisition indebtedness not to exceed \$750,000.00 for loan procured after January 1, 2018. In addition, there will no longer be any deduction for interest on home equity loans, regardless of when the debt was incurred.

All projected total carrying charges are for the projected first year of operation beginning July 1, 2022.

NOTE: Sponsor has not obtained, nor is it offering, permanent financing commitments to Purchasers. Therefore, if a Purchaser obtains financing, debt service on such financing will be a monthly expense additional to the total charge listed. In addition, prospective Purchasers will be required to pay at closing, among other things: (i) two (2) months common charges to be used as working capital fund; (ii) New York City and State transfer taxes; (iii) \$8,500.00 to defray Sponsor's costs of creating the condominium. See section entitled "Closing Costs and Adjustments" below.

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

SCHEDULE B

Budget for First Year of Condominium Operation

**473 Bainbridge Street
Brooklyn, New York 11233**

Year Projected to Begin:
July 1, 2022 - June 31, 2023

INCOME:

Common Charges:	\$	31,420
-----------------	----	--------

EXPENSES:

Labor (1):	0
Heating & Cooling (2):	0
Utilities (3):	1,881
Water & sewer (4):	3,289
Repairs, services & supplies (5)	2,300
Insurance (6):	3,900
Management fees (7)	6,000
Superintendent / Janitorial Services (8)	7,800
Legal fees (9):	750
Audit fees (9):	1,500
Franchise taxes (10):	300
Contingency Fund (11):	500
Reserve Fund (12):	3,200
	\$ 31,420

H1. NOTES TO SCHEDULE B

1. Labor

The Condominium will not employ its own superintendent. In a decision of the Appellate Term, First Department in *Hatcher v. 420 W23rd Condominium* the court ruled that as long as one of the condo's owners resides at the property, a resident janitor or super is not required in order to satisfy the condo's statutory obligation to provide "adequate janitorial services."

Superintendent / Janitorial services shall be provided by an employee of the managing agent for an additional \$150 weekly. This will include cleaning the building Monday – Friday & trash removal etc. There will be an extra fee for snow removal and for repairs, which shall be covered by the contingency fund or billed to the unit owners, by the management company, as a special assessment.

2. Heating & Cooling.

There is no heating or air conditioning in the common areas. Each Unit will have individual heating and cooling. Budget for same are set forth in Schedule B-1.

3. Utilities – (Electricity and gas)

This item includes the cost of electricity for lighting of the common areas. This is based upon a survey and estimate by Nashat Ibrahim, R.A., with an address 60-76 Palmetto Street, Ridgewood, NY 11385, and includes a 10% increase to account for the inflation factor. The cost per KWH includes sales tax:

Estimated usage in KWH:	5,700
Cost per KWH:	\$0.30

Estimated total annual cost:	\$ 1,710.00
Estimated charges (including 10% inflation):	\$ 1,881.00

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

4. Water Charges and Sewer Rents. The building will be metered for water and sewer usage by the City of New York Department of Environmental Protection in accordance with current law. The amount budgeted for this item is \$3,288.56, annually, which is based on estimated daily usage of 600 gallons of water for the building and converted to cubic feet by dividing by 7.45. The estimate is provided by Nashat Ibrahim, R.A., with an address at 60-76 Palmetto Street, Ridgewood, NY 11385.

<u>Estimated Consumption:</u>	
Estimated daily usage	= 81 cubic feet
Estimated annual usage	= 29,565 cubic feet
Convert to hundred cubic feet (HCF) $34,310 / 100$	= 296 HCF

Estimated water & sewer rates:

Water charge: 3.9 per 100 CF = \$3.9/HCF

Sewer charge: 159% of water charge = \$6.2/HCF

	<u>Usage</u>		<u>Rate per HCF</u>		<u>Cost</u>
Water charges:	296 HCF	x	\$3.9/HCF	=	\$ 1,154.40
Sewer charges:	296 HCF	x	\$6.2/HCF	=	<u>1,835.20</u>
			Total:		\$ 2,989.60

Estimated charges (including 10% inflation): \$ 3,288.56

5. Repairs, Maintenance and Supplies.

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

The budgeted figure is based upon an estimation by Ranco Management with an address at 1274 49th street, suite 443, a real estate manager, of repairs to the interior of the building, the roof, the exterior of the Building (including walls, foundations, windows, doors, and locks), the plumbing and electrical systems, and includes various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies), painting of common areas. Inasmuch as this is a new construction, repairs and maintenance should be minimal. However, the Sponsor does not warrant that this will be the case. In addition, no funds are being provided for future capital improvements. At the present time there are no maintenance contracts. However, if any services are needed the Contingency Fund may be used. The following is a breakdown of the repairs and maintenance:

Fire Sprinkler	\$ 500
Exterminating	\$ 400
Plumbing	\$ 500
Electrical	\$ 250
Carpentry	\$ 250
Services & Supplies	\$ 400
TOTAL:	\$ 2,300

There are no service contracts in effect at this time.

6. Insurance

The following insurance is available for the Property for the first year of condominium operations as set forth in a letter from GM Insurance Brokerage, a licensed insurance broker with an address at 199 Lee Avenue, #228, Brooklyn, NY 11211.

Items	Coverage
Covered	Limits

All-risk Perils, Building-

Replacement Cost,	
Stipulated Amount	\$ 1,109,400.00
Deductible:	\$ 0
Comprehensive General Liability	\$ 1,000,000 per occurrence
	<u>/\$2,000,000 aggregate liability amount</u>
Projected Annual Premium	\$3,900.00

The above limited fire and casualty coverage is based upon the current 100% replacement cost of the Building (excluding excavation and foundation), as estimated by a licensed insurance broker which in his opinion is adequate so that the insured shall not be a co-insurer. The following items are not insured under the insurance policy included in the budget: boiler and machinery; excess liability; auto liability. However, same may be available at an extra cost. The cost of obtaining such insurance coverage shall be approximately one thousand (\$1,000.00) dollars annually.

In addition, there is no provision for insurance covering indemnification of Board Members. It is at the discretion of the Condominium Board to obtain such coverage, the cost of which will be borne by the Unit Owners as a common expense. The cost of obtaining such insurance coverage shall be approximately one thousand (\$1,000.00) dollars annually.

The fire, casualty and general liability insurance will be on terms that provide: (1) that each Unit Owner is an insured party; (2) that there will be no cancellation without notice to the Board of Managers and the Unit Owners; (3) a waiver of subrogation; (4) a waiver of invalidity because of the acts of the insured and Unit Owners; and (5) a waiver of pro rata reduction if Unit Owners obtain additional coverage. The condominium will have public liability insurance as part of the comprehensive general liability policy, at closing, for the amounts stated above. The per occurrence liability amount, which is the amount insurance company will pay per incident during the policy term is \$1,000,000.00. The aggregate liability amount, which is the total amount the insurance company will pay for multiple claims over the course of one policy term is \$2,000,000.00.

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

7. Management Fees

The building will be managed by the Sponsor, 473 Bainbridge Holdings LLC for the first year of condominium operation, for a fee of \$6,000.00, which is the prevailing rate. Said management fee does not cover fee's associated with the superintendent / Janitorial services.

8. Superintendent / Janitorial Services

Superintendent / Janitorial services will be provided by the managing agent for \$150 weekly. After the first year the unit owners may choose to manage the condominium themselves, or enter into a contract with an independent managing agent which may result

in increased common charges. The Sponsor will work in the best interest of the Condominium and will not enter into sweetheart deals. While the Sponsor is in control of the board, it is unlikely that it will give up the management of the building.

9. Legal Fees and Audit Fees

A portion of the budgeted item (\$1,500.00) will be used for auditing fees in connection with the preparation of the first year's audited financial statements of the Condominium and its Federal and State income tax returns. The estimate is based on a letter from Abraham Einhorn, CPA with an address at 1470 53rd Street, Brooklyn, NY.

An allowance is provided (\$750.00) for miscellaneous (but not major) legal services e.g., as projected by the budget expert, in the event one of the units are behind in their common charges and Board of Managers decides to engage an attorney. The Board of managers will determine in the future which attorney it will engage for its services.

10. Other - Franchise Taxes.

A franchise tax is a tax charged by some US states to certain business organizations such as corporations and partnerships with a nexus in the state. A franchise tax is not based on income. Rather, the typical franchise tax calculation is based on the net worth of or capital held by the entity. The franchise tax effectively charges corporations for the privilege of doing business in the state.

The budgeted item (\$300.00) is for annual New York State Franchise Taxes payable by the Condominium Association. This figure covers the minimum franchise taxes due annually by the condominium association to both New York City and New York State.

11. Contingency

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

12. Yearly Reserve Fund

The basis of the figure projected for this item is approximately ten percent (10%) of the entire budget. This fund will be used as a reserve to pay for periodic capital replacements or repairs. The fund is sufficient to pay for major capital repairs or replacement likely needed within the first five (5) years of condominium operations. At this time, the Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of condominium operation. Neither the Department of Law nor any other government agency has passed upon the adequacy of the fund.

IN THE OPINION OF RANCO MANAGEMENT WITH AN ADDRESS AT 1274 49TH STREET, SUITE 443, A REAL ESTATE MANAGER, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE BOARD OF MANAGERS' FIRST YEAR OF OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE FISCAL YEAR COMMENCING JANUARY 1, 2021 THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY

ANYONE THAT THE ANNUAL COMMON CHARGES OR EXPENSES FOR THE FIRST YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE BUILDING BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN SAID SCHEDULE AND IT IS LIKELY THAT THE ACTUAL ANNUAL COMMON CHARGES OR EXPENSES WILL VARY FROM THE ACTUAL AMOUNTS SHOWN IN THE SCHEDULE.

THE SPONSOR HAS RESERVED THE RIGHT TO MODIFY, RENEW AND REPLACE EXISTING SERVICE, MAINTENANCE, EMPLOYMENT CONCESSIONAIRE AND OTHER AGREEMENTS AND INSURANCE POLICIES, AND TO ENTER INTO NEW AGREEMENTS AND POLICIES THAT WILL BE BINDING ON THE BOARD OF MANAGERS ON THE CLOSING DATE. ANY SUCH NEW AGREEMENT WHICH HAS THE EFFECT OF MATERIALLY INCREASING COMMON CHARGES OR IS BINDING ON THE BOARD OF MANAGERS FOR MORE THAN TWO YEARS WILL BE DISCLOSED BY A DULY FILED AMENDMENT TO THIS PLAN.

THE SPONSOR PROJECTS THAT CONDOMINIUM OPERATIONS SHALL COMMENCE BY JULY 1, 2022, WHICH IS ANTICIPATED TO BE THE DATE WHEN THE INITIAL UNITS WILL BE CLOSED UPON. IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION IS DELAYED BY SIX (6) MONTHS OR MORE FROM THE ANTICIPATED DATE OF THE CLOSING OF THE FIRST UNIT, THIS PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET WHICH WILL DISCLOSE NEW PROJECTIONS. IF SUCH NEW PROJECTION EXCEEDS THE PROJECTIONS CONTAINED HEREIN BY TWENTY - FIVE PERCENT (25%) OR MORE, THE SPONSOR WILL OFFER ALL PURCHASERS THE RIGHT TO RESCIND THEIR OFFER TO PURCHASE, FOR A PERIOD OF FIFTEEN (15) DAYS FOLLOWING THE PRESENTATION OF SUCH AMENDMENT, AND TO HAVE THEIR DOWN PAYMENTS REFUNDED. IF SUCH RIGHT TO RESCIND IS EXERCISED, THE DOWNPAYMENT AND ANY UNEXPENDED SUMS FOR SPECIAL WORK ORDERED WILL BE REFUNDED WITHIN TEN (10) DAYS OF THE SPONSOR'S RECEIPT OF THE NOTICE OF RESCISSION. THE SPONSOR MAY NOT DECLARE THE OFFERING PLAN EFFECTIVE WHERE THERE ARE ANY MATERIAL CHANGES TO THE BUDGET IF THE CHANGES HAVE NOT BEEN DISCLOSED BY A DULY FILED AMENDMENT TO THE OFFERING PLAN.

THE SPONSOR ANTICIPATES THAT THE FIRST CLOSING OF A UNIT WILL OCCUR BY JULY 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 JUNE 30, 2023, TWELVE MONTHS AFTER THE PROJECTED DATE FOR THE FIRST CLOSING. IF THE 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 12 MONTHS BEYOND THAT AMENDED, LATER DATE.

HOWEVER, IF THE FIRST CLOSING OCCURS BEFORE JULY 1, 2023, THE SPONSOR MAY SCHEDULE THE CLOSINGS OF TITLE TO OTHER UNITS SIGNIFICANTLY LATER THAN SUCH DATE. UNLESS YOUR PURCHASE AGREEMENT CONTAINS AN OUTSIDE CLOSING DATE, THE 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. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

I. SCHEDULE B-1
ENERGY COSTS FOR UNITS DURING
FIRST YEAR OF CONDOMINIUM OPERATION

473 Bainbridge Street, Brooklyn, New York
For the Year Beginning July 1, 2021 – December 31, 2021

<u>Unit</u>	<u>Electric Usage (KWH)</u>	<u>Estimated Cost per KWH</u>	<u>Estimated Electric Cost (Mo.)</u>	<u>Estimated Electric Cost (Yr.)</u>
1	8,500	\$0.30	233.75	\$2,805.00
2	6,500	0.30	178.75	\$2,145.00
3A	4,500	0.30	123.75	\$1,485.00
3B	4,100	0.30	112.75	\$1,353.00
4A	4,500	0.30	123.75	\$1,485.00
4B	4,500	0.30	123.75	\$1,485.00

NOTES TO SCHEDULE B-1

1. Each Unit Owner will be responsible for the cost of electricity service supplied to his Unit. The building electric meters for each of the units and one electric meter for the common areas (common electric charges are set forth in Schedule B). Charges for each Unit will be payable directly to the utility company. Electric usage and costs include central or individual air conditioning for each unit.

2. The above information is based upon a survey and estimate provided by Nashat Ibrahim, R.A., with an address at 60-76 Palmetto Street, Ridgewood, NY 11385. The building uses electricity for all power needs. Usage and costs vary based on location and area of the units. For example, the yearly electricity costs for Unit 3A are estimated based on current Con Edison rates of \$0.30 per KWH and projected usage of 4,500 KWH per year, for approximately \$1,485.00 including a 10% increase. This assumes thermostat settings of 70 degrees for 16 hours (day) and 60 degrees for 8 hours (night). The figures for the other units have been calculated accordingly.

3. The estimated costs are subject to change based on changes in Con Edison Delivery Rates.

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



3810 FOURTEENTH AVENUE
BROOKLYN, NY 11218
TEL 718-686-8680
FAX 718-686-8685

December 22, 2021

The 473 Bainbridge Street Condominium
473 Bainbridge Street
Brooklyn, New York

Re: 473 Bainbridge Street, Brooklyn, New York
Condominium Offering Plan
Compliance with Real Property Law ' 339-i

To whom it may concern:

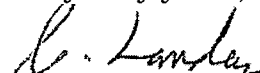
I am not the selling agent or managing agent for this property. I do not have any beneficial interest in the Sponsor or in the profitability of the project. I am familiar with condominium units in the area. I have been involved in the preparation of many condominium offering plans, and no-action letters in Brooklyn and I have consulted with and advised other Sponsors and applicants as to the allocation of their interests in the common elements.

The method selected for calculating the percentage of common interests in the condominium pursuant to Real Property Law Section 339-i(1) is subparagraph (iv), which provides:

“(iv) the Common Interests of each of the Units have been allocated based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit”.

The percentages of interest in the common elements in this condominium have been allocated to the units in accordance with the above factors in compliance with Real Property Law Section 339-i(1)(iv).

Very truly yours,


Israel Landau

K. CHANGES IN PRICES AND UNITS

Changes in Purchase Price

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

Changes in Size, Layout and Number of Units

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective Purchasers, or for any other reason, Sponsor reserves the right to change prior to entering into a purchase agreement: (a) the layout of, or number of rooms in, Unsold Units and (b) the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit(s), or otherwise, including, without limitation, the use of any portion(s) of the Common Elements adjacent to such Unsold Units to the extent that such portion(s) are not required to be maintained as Common Elements pursuant to the terms of the By-Laws. Subject to the terms of this section, such right may be exercised by Sponsor from time to time, both before and after the First Closing, and without the consent or approval of the Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, or any mortgagee, so long as such changes do not compromise the structural integrity of the building. However, Sponsor shall first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by law. In addition, there may be no change in the size or number of units and/or their respective percentages of common interest, and no material changes will be made in the size or quality of the common elements at any time without an amendment to the offering plan.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid, or otherwise, nor may the Common Interest of any Unit be changed, unless reflected in a duly recorded amendment to the Declaration. As more particularly provided in the Declaration, Sponsor or its designee, as the Owner of an Unsold Units, will have the right itself to so amend the Declaration to effectuate such change, without the Condominium Board, the other Unit Owners, or any mortgagee consenting to, or executing, such amendment. However, unless an effected Purchaser consent, no material change will be made in the size or 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. Additionally, unless all Purchasers consent, no material change will be made in the size and no material change will be made in the quality of the Common Elements. Therefore, Sponsor must first obtain written consent of all Purchasers who have signed Purchase Agreements. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material.

L. INTERIM LEASES TO PURCHASERS

All units will be delivered vacant by the Sponsor unless the Purchaser has entered into an interim lease with Sponsor. No Purchaser shall have the right to occupy the unit purchased by him prior to the closing unless Sponsor-Seller agrees to permit such occupancy under an interim lease. The interim lease is only for occupancy of a unit in connection with an executed Purchase Agreement. The Purchaser may not occupy the unit or perform any work in the unit prior to closing without the prior consent of the Sponsor. Such event shall constitute a default under the terms of the Purchase Agreement. In the event Purchaser enters into an Interim Lease and Purchaser defaults on the Purchase Agreement and fails to close, and after notice from Sponsor to vacate Purchaser fails to vacate, Purchaser will pay Sponsor \$250.00 per day for each day he remains in possession beyond the 30th day following mailing of the Notice to Vacate. See Section "Procedure to Purchase" for further details.

These units are not subject to rent stabilization or rent protection laws. The lease shall be prepared substantially in accordance with Blumberg Form T 186 which is applicable to apartments not under any rental protection laws. The interim lease form is set forth as Document No. 10 in Part II of the Plan. The term of such lease shall be subject to negotiation.

In the event the Sponsor-Seller elects to lease a Unit to a Purchaser in contract, via said Interim Lease, the lease will be for such rent and other terms as may be mutually agreed upon. Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (i.e., Sponsor-Seller), at its sole option, to immediately terminate such lease. The Purchase Agreement contains a similar cross-default provision entitling the Sponsor to cancel the Purchase Agreement in the event the Purchaser fails to cure a default under his lease within the applicable grace period (if any) and Purchaser has vacated the apartment. Before the Sponsor may utilize the default under the lease to declare a default under the Purchase Agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit. The interim lessee will have thirty (30) days to vacate the apartment after a default under the Purchase Agreement or in the event the lessee rescinds the Purchase Agreement.

If the Purchaser becomes the tenant through an interim lease before the closing of title thereto, and before such closing, the unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage to his/her personal belongings and any other property not covered by the insurance for the Condominium, unless the cause thereof originated outside of the unit and did not result from the acts of such Purchaser or other occupants of the unit or such Purchaser's guests, invitees, or workmen. A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. Therefore, a person who takes possession prior to closing assumes the risk of losses not covered by insurance.

If before such closing, the unit is damaged by casualty or otherwise, a Purchaser will not be able to close a loan on a damaged unit and insurance proceeds will not be made available to a Purchaser to restore a unit prior to closing. Therefore, it is advisable for a Purchaser who becomes a tenant prior to closing to purchase at his own cost and expense, fire and liability insurance for the Purchaser's personal effects in the interior of the Unit, including, but not limited to decorations, painting, furniture or improvements made by the Unit Owner.

Buildings Smoking Policy

Smoking and using electronic cigarettes are not permitted in the indoor common elements.

Smoking and using electronic cigarettes is permitted in any of the dwelling units and the indoor limited common elements appurtenant to such units.

Smoking and using electronic cigarettes is permitted in all outdoor areas, including but not limited to, the yard area, driveway, rooftop, balconies and any outdoor areas connected to a dwelling unit and designated as a limited common area or any outdoor common area space.

M. PROCEDURE TO PURCHASE

A person desiring to purchase a Unit will be required to execute, in triplicate, a Purchase Agreement in the form set forth as Document Number 2 in Part II of the Plan. Purchaser must deliver all of the above documents to the Selling Agent, together with a check for the downpayment payable to the order of "Wisnicki Neuhauser LLP, IOLA Trust Account". The down payment shall be 10% of the purchase price and is subject to negotiation; however, in no event shall the downpayment be less than \$5,000.00. The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and should be read carefully by the prospective Purchaser and his or her legal or financial representative before being executed.

Neither the Sponsor nor the Selling Agent will discriminate in the sale of Units on the basis of race, creed, sex, color, disability, marital status, sexual orientation, or national origin or on any other grounds prohibited by law.

The Sponsor may at his option consent to a mortgage contingency, see paragraph entitled "Secured Loan Condition Rider" in this section and the Exhibit B of the Purchase Agreement, which is attached hereto in Part II of the Plan. A Purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal and origination fees (if any). It is possible that a Purchaser's financing commitment may expire prior to the Closing and Purchaser will incur additional costs.

Purchasers shall have at least three (3) business days to review the Plan and all filed amendments prior to executing a Purchase Agreement or seven (7) days after delivering an executed Purchase Agreement together with the required deposit to rescind the purchase agreement and have the full deposit refunded promptly. The Purchaser must, either personally deliver a written notice of recession to the Sponsor or selling agent within the seven (7) day period, or mail the notice of rescission to the Sponsor or selling agent and have the mailing post - marked within the seven (7) day period.

A Purchase Agreement submitted by any prospective Purchaser will not be binding on the Sponsor until three (3) fully executed duplicate originals of such Purchase Agreement is returned to such prospective Purchaser. Within fifteen (15) days after the Purchaser delivers an executed Purchase Agreement together with the required deposit, the Sponsor will either accept the Purchase Agreement and return a fully executed counterpart to the Purchaser, or if not returned within such time, the Purchase Agreement will be deemed rejected and all monies submitted with such Purchase Agreement will be promptly returned to such prospective Purchaser, with interest, if any. Sponsor may reject any Purchase Agreement without cause or explanation so long as such rejection is not based upon race, creed, color, national origin, ancestry, sex, or any other ground prohibited by law.

After the plan has been declared effective, Sponsor will give each Purchaser no less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to his or her Unit. TIME IS OF THE ESSENCE to close on such date. Time is of essence means that failure to act within the time required constitutes a breach of the contract. The failure to close on such date may result in the Purchaser losing his down payment, but the Sponsor may not retain more than ten (10%) percent of the purchase price (regardless of the amount of the down payment), plus any amounts expended for any special work or extras.

Any remainder will be returned to the Purchaser with fifteen (15) business days thereafter. The Sponsor must make a written demand for payment after a Purchaser's default at least thirty (30) days before forfeiture of any down payment may be declared. Such notice will be served in compliance with Section 20.1(d)(1) no less than thirty (30) days before the date set for the closing of the units. Sponsor has the right to postpone the closing date and to fix a new closing date within five (5) days of canceling the prior closing date.

In the event a Purchaser does not close on the Closing Date set forth in the Notice of Closing and the Sponsor elects not to cancel the Purchase Agreement or if the Sponsor approves the Purchaser's request to adjourn the Purchaser's closing to his apartment, interest shall accrue on the unpaid amount of the purchase price from the Closing Date or adjourned closing date until such amount is paid. The interest rate shall be ten percent (10%) per annum. This rate shall be in effect for as long as there are any unpaid amounts owing towards the full purchase price. The interest rate charged will not exceed the NYS usury laws.

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

At closing the Purchaser will obtain title via a bargain and sale deed with covenants against grantors act. See Document 5 "Condominium Unit Deed" in Part II of this offering plan for further details.

At the Closing of title to a Unit, and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the Power of Attorney to the Board of Managers in the form contained in Part II of this Plan. Purchaser shall deliver such executed Power of Attorney to Sponsor or as directed by Sponsor at the Closing of title for recording and Purchaser shall pay the recording fee. Failure to do so shall constitute a default by Purchaser pursuant to the Purchase Agreement.

The Sponsor projects that condominium operations shall commence by July 1, 2022, which is anticipated to be the date when the initial units will be closed upon. In the event that the actual or anticipated date of commencement of condominium operation is delayed by six (6) months or more from the anticipated date of the closing of the first unit, this plan will be amended to include a new anticipated commencement of Condominium Operations, and a revised budget which will disclose any new projections. If such new projection exceeds the projections contained herein by twenty - five percent (25%) or more, the Sponsor shall offer all Purchasers the right to rescind their offer to purchase their Unit, and to have their downpayments refunded, for a period of fifteen (15) days following the presentation of such amendment. If such right to rescind is timely exercised, the downpayment and any unexpended sums for special work ordered will be refunded within ten (10) days of the Sponsor's receipt of the notice of rescission. The Sponsor may not declare the Offering Plan effective where there are any material changes to the budget, and these changes have not been disclosed by a duly filed amendment to the offering plan.

The Sponsor anticipates that the first closing of a Unit will occur by July 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 June 30, 2022, twelve months after the projected date for the first closing. However, if the Plan is amended to provide for a later projected date for the first closing, all Purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date.

However, if the first closing does occur on or prior to June 30, 2022, the Sponsor may schedule the closings of title to other units significantly later than such date. Thus, unless your Purchase Agreement contains an outside closing date, the 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. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

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

Terms of Purchase Agreement

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

(a) Incorporation of the Plan. The Plan (including, without limitation, the Condominium Documents contained in Part II of the Plan) and any amendments thereto duly filed by Sponsor are incorporated into each Purchase Agreement by reference. The execution and submission of a Purchase Agreement constitutes Purchaser's acceptance of the Plan (Parts I and II) and his or her agreement to abide and be bound by the terms of the same, as well as all amendments to the Plan duly filed by Sponsor. No Purchaser shall have the right to approve or consent to any such amendments, including, without limitation, any changes, modifications, or updating of the estimated Common Charges or estimated real estate taxes and assessments to be paid by the Purchaser on Schedule B -- "Budget for First Year of Condominium Operation". However, if an amendment materially adversely affects the rights, obligations, or liabilities of then existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements by notifying Sponsor within thirty (30) days of presentation of such amendment and will receive a refund of their Down Payments, without interest (unless interest is earned), within ten (10) days after Sponsor's receipt of Purchaser's election to rescind

(b) Funds. All funds received from prospective Purchasers by the Sponsor will be handled in accordance with the provisions of Sections 352-h and 352-e(2-b) of the General Business Law and Section 71-a(3)(a) of the Lien Law and shall be used by the Sponsor only in connection with the consummation of the Plan. Section 71-a(3) of the Lien Law requires, at the Purchaser's option, that the deposit funds be placed in an escrow account in a bank trust company, savings bank, or state or federal savings and loan association located in New York State. Said monies must be deposited within five (5) business days of the Sponsor's receiving them. The Sponsor must advise the Purchaser in writing within ten (10) business

days after the deposit has been made of the name of the depository where the funds have been placed.

All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account. However, Purchasers should note that such funds may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras if such funds have been expended for such upgrades and /or extras. All funds received for upgrades will be returned if the plan is not consummated or abandoned.

(c) Secured Loan Condition Rider. The obligations of a Purchaser under the Purchase Agreement are not conditional on obtaining financing. Any Prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose the deposit if unable to pay the balance of the purchase price. Prospective Purchasers who need financing to purchase are advised to consult with a bank before executing the Purchase Agreement to ascertain the likelihood of obtaining financing. No representation is made by the Sponsor as the availability or cost of such financing. The Sponsor may, however, at its sole option, consent to permit a mortgage contingency. If Sponsor permits a mortgage contingency, prospective Purchasers will be required to comply with the terms of the mortgage contingency rider as stated below & in exhibit B attached to the Purchase Agreement in Part II of this Plan.

In the event the Sponsor consents to a mortgage contingency, Purchaser shall make an application for a mortgage within five (5) day after the executed Purchase Agreement is returned to the Purchaser, following which the Purchaser must perform all of the requirements set forth herein.

(i) Within five (5) days after receiving a fully executed Purchase Agreement, Purchaser must make a mortgage application. Purchaser must provide the Seller and/or Seller's attorney with the name and address of the bank or mortgage broker to which application has been made. Purchaser shall authorize the mortgage broker or lending institution to talk directly to Seller's attorney regarding the status of the mortgage application. Failure to send such notice, will be considered to be a waiver of the mortgage contingency.

(ii) The obligation of the Purchaser to close hereunder, is conditioned upon the issuance of a written mortgage commitment, from any Institutional Lender (which shall include a mortgage banker and broker) within thirty (30) days from date the Purchaser receives an fully executed Purchase Agreement ("Mortgage Contingency Expiration Date"), pursuant to which such Institutional Lender agrees to make a first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of an amount equal to 75% of the purchase price or such lesser sum as Purchaser shall be willing to accept, at prevailing interest rates for a term of at least thirty (30) years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender.

(iii) If such commitment is not issued on or before the Mortgage Contingency Expiration Date, or a rejection is received, Purchaser shall within five (5) days of the Mortgage Contingency Expiration Date or rejection date, notify the Seller of the failure to receive a commitment or of the rejection. If Purchaser has not received a commitment by the Mortgage Contingency Expiration date, Sponsor

shall have the sole and exclusive right to extend Purchaser's time to obtain a commitment for up to an additional thirty (30) days. Said date shall be the new Mortgage Contingency Expiration Date. In such a case, Purchaser must continue to pursue their mortgage application in good faith. If Sponsor chooses not to extend Purchaser's Mortgage Contingency Expiration date, or Purchaser has received a notice of rejection, Sponsor or Purchaser may cancel this contract by giving notice to the other, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract and the downpayment shall be refunded to Purchaser within five (5) days.

(iv) If Purchaser fails to give notice of cancellation then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Down payment and unexpended sums for special work ordered by reason of the contingency contained in this Rider and the mortgage contingency will no longer apply.

A Purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal, credit report, flood certification, tax service and origination fees (if any).

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

Under New York law, when a mortgage commitment is not fulfilled through no fault of Purchaser, performance is excused. Therefore, if Purchaser acts in good faith, and lender revokes the commitment after contingency period expires, performance is excused, and the Sponsor must grant to such Purchaser a right of rescission and a reasonable period of time to exercise such right.

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

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

All deposits, down payments, or advances made by Purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the plan, will be placed, in an escrow account of "Wisnicki Neuhauser LLP, IOLA Trust Account", the Escrow Agent. The signatories on this account authorized to withdraw funds are Robert Wislicki, Esq. and Mark Neuhauser, Esq. with an address at 9822 Metropolitan Avenue, Forest Hills, NY 11375 and phone number of 718-419-1764. They are attorneys admitted to practice in the State of New York. They complied with the Appellate Division rules for the preservation of client funds of the Judicial Department having jurisdiction over attorney. He is independent from the Sponsor.

The name of the account is "Wisnicki Neuhauser LLP, IOLA Trust Account ", located at JP Morgan Chase Bank, with an address at Rego Park, New York. This bank is covered by federal bank deposit insurance (FDIC) to a maximum of \$250,000.00 per individual deposit. The escrow account in which down payments or advances made by Purchasers will be placed is covered by federal bank deposit insurance to \$250,000.00 per individual deposit. On July 21, 2010 President Barack Obama signed the Dodd - Frank Wall Street Reform and Consumers Protection Act in law, which, in part, permanently raised the current standard maximum deposit insurance amount (SMDIA) to \$250,000. Any deposit, down payment or any other deposits, in excess of \$250,000.00 will not be insured in excess of \$250,000.00. If the Purchaser has other accounts at the bank or branches, the assets in all of Purchaser's accounts will be aggregated together with the escrow downpayment accounts for the purpose of determining whether the maximum FDIC insured amount is achieved.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transferred or other instruments and shall be made payable to or endorsed by the Purchaser to the order of "Wisnicki Neuhauser LLP, IOLA Trust Account ", as Escrow Agent.

Neither the Escrow Agent nor the 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 account will be non interest-bearing. No fees of any kind may be deducted from the account principal or any interest earned thereon. Sponsor shall bear any administrative cost for maintenance of the account.

The escrow agent shall maintain all records concerning the 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.

Before funds are transferred to a new escrow account, or if the escrow agent is replaced, the plan must be amended to provide the same full disclosure with respect to the new account, the escrow agent and the escrow agreement as was originally provided.

(e) The Purchase Agreement: The Purchase Agreement is attached hereto as Exhibit 2 in Part II of the Plan. The relevant escrow trust fund provisions are included in Section 5 of the Purchase Agreement, which must be executed by the Escrow Agent.

(f) Notification to Purchaser: Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, conforming 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 a written agreement between Purchaser and Sponsor.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase

Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 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.

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

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

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

(h) Waiver Void: Any provision of any 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.

(i) Alternate Security: The Sponsor reserves the right to apply to the Attorney General to use alternate security. The Sponsor will promptly submit an amendment disclosing any change to the escrow account. In the event such application is approved by the Attorney General, the Sponsor may meet its obligation to insure the availability of such funds to Purchasers by effectuating the issuance of surety bonds to such Purchasers by a licensed insurance company which agrees to act as a surety for the amount of such down payments or deposits, or by effectuating the issuance of a letter of credit for the benefit of the Purchasers by an issuer qualifying hereunder. Once an alternate security is issued on behalf of a Purchaser, his or her down payment shall be released to the Sponsor and will no longer bear interest. If the surety bonds or letter of credit is to be provided under an amendment to the plan calling for release of funds already deposited in escrow, the amendment shall provide for, and annex a form for, the written consent of each affected Purchaser and shall provide for continuation of escrow of funds of any Purchaser who does not execute and deliver such written consent to the Sponsor. The provisions of any such alternative security will comply with the requirements of 13 NYCRR 20.3 (o) (5) or (o) (6), as applicable.

In the event that the Sponsor wishes to avail itself of the alternatives to the escrow account, it will submit an amendment setting forth the terms of such alternate security and the form of surety bond or letter of credit which will be used to secure the down payment funds. All of the provisions will comply with Section 71-a(3)(b) of the Lien Law, in accordance with the Regulations of the Attorney General. Where alternate security as provided under a filed offering plan is no longer needed by the Sponsor or new or additional alternate security cannot be obtained by a Sponsor or its successor Sponsor shall submit an amendment for filing which provides that any future Purchaser deposits or down payments shall be held in escrow pursuant to the terms of the offering plan. Such amendment shall not affect the Sponsor's obligation to account for funds previously released to the Sponsor unless the funds representing all such deposits or down payments are restored to the escrow account.

(j) Events of Default. In the event that a Purchaser:

(i) defaults in paying the balance of the Purchase Price on the date scheduled by Sponsor for closing title to his or her Unit; or

(ii) defaults in performing some other obligation under the Purchase Agreement and fails to cure such default within fifteen (15) days after Sponsor sends written notice to such Purchaser specifying the nature of the default, the Sponsor's sole remedy is to cancel the Purchase Agreement by sending thirty (30) days' written notice to such Purchaser and, if such Purchaser shall fail to cure such default within the said thirty (30) day period, to retain, as and for liquidated damages the full amount of the down payment (the "Liquidated Sum") except that the actual cost incurred by Sponsor for any special work ordered by Purchaser may also be retained as liquidated damages. Any payments received by Sponsor in excess of the Liquidated Sum, together with any interest earned on such excess payments, if any, shall be refunded to the Purchaser within fifteen business days (15) after cancellation. The Sponsor may not seek specific performance of the Purchase Agreement.

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

(k) Closing Costs. At the time of title closing, each Purchaser of a Unit will pay certain closing costs in addition to the legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above.

Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan. The costs are the following:

- (ii) If such Purchaser elects to obtain fee title insurance, he or she will pay a premium therefor to his or her title insurance company which will vary depending upon the amount of insurance requested. The premium for fee title insurance should be \$773.00 for the first \$100,000.00 of fee insurance plus \$4.36 for each \$2,000.00 or fraction thereof of additional fee insurance up to \$500,000.00. The premium for mortgage title insurance should be \$654.00 for the first \$100,000.00 of insurance plus \$3.64 for each \$2,000.00 or fraction thereof of additional insurance up to \$500,000.00;
- (iii) A fee for recording the deed and Unit Owner's Power of Attorney of \$32.00 for each instrument plus \$5.00 per page, together with a service charge to the title company for such recording of approximately \$185.00;
- (iv) If Purchaser obtains a mortgage loan, Purchaser will pay:
 - a. a fee and service charge for recording the mortgage at the same rates given above for recording the deed;
 - b. Purchasers will pay a portion of the mortgage recording tax in the amount provided for by law (at the date of the Plan, the tax to the Purchaser is 2.05% of the face amount of the mortgage for mortgages under \$500,000.00, and 2.175% of the face amount of the mortgage for mortgages over \$500,000.00). (Note: The Lending Bank pays 0.25% of the mortgage recording tax).
 - c. Purchasers will pay a premium through the title insurance company for the mortgage title insurance policy. Purchasers shall pay Seller an amount equal to all of Purchaser's savings in the mortgage recording tax to which Purchaser is entitled, whether such savings result from an assignment of an existing mortgage on the unit or is pursuant to Real Property Law 339-ee or otherwise. (Note: The Lending Bank pays an additional 0.25%);

- d. all costs and expenses in connection with such loan in amounts determined by the lender, i.e., application, points, credit report, survey, appraisal, banks attorney's fees, Residential and Condominium Endorsements (title insurance forms required by banks) and any other fees required by lender. Sponsor makes no representation or warranty as to such closing costs or expenses or as to the availability of such financing;
- (v) Although usually Seller's expense, Purchaser shall pay the Real Property Transfer Tax due to the State and City of New York. New York City transfer taxes are in the amount of 1.425% of the purchase price for residential Units over \$500,000.00 and 1.4% of the purchase price for residential Units under \$500,000.00. New York State Documentary Stamp Taxes are in the amount of \$4.00 per thousand plus an additional .25% of the purchase price for residential Units of \$3,000,000.00 or more. For commercial Units, the transfer tax is in the amount of 2.625% of the purchase price for NYC and \$4.00 per thousand plus an additional .25% of the purchase price for commercial Units of \$2,000,000.00 or more. Mansion Tax due to the State of New York shall be in the amount of 1% for transfers of \$1,000,000 - \$2,000,000 There is also a supplemental tax due in the amount of 1.25% for transfers of \$2,000,001-\$3,000,000; and 1.75% for transfers of \$3,000,001 to \$5,000,000. For purposes of calculating the transfer taxes to be paid, for New York City Real Property Transfer Tax, consideration includes the transfer taxes paid by the purchaser; however, for the New York State transfer taxes, in the case of a conveyance of residential real property and where the Transfer Tax imposed is paid for by the Purchaser pursuant to a contract for sale, the amount of Transfer Tax calculated will be excluded from the calculation of consideration subject to tax;
- (vi) Purchaser will be required to deposit with the Board of Managers two (2) months estimated monthly common charges for his unit;
- (vii) Purchaser shall be obligated to pay the following fees to Sponsors attorney:
 - a. \$2,500.00 for Seller's attorney in connection with the closing;
 - b. \$250.00 if at the request of the Purchaser, the closing is held at any Location other than Sponsor's attorney's office but in New York City and \$400 if the closing is held outside of New York City;
 - c. \$200.00 payable to Sponsor or Sponsor's attorney if e-forms for New York City Real Property Transfer Tax are prepared on the Purchaser's behalf. Additionally, in the event the Purchaser applies for a mortgage and closes title with the mortgage, the Purchaser shall be obligated for an additional \$250.00 fee;

- (viii) At closing, each Purchaser shall pay to the Sponsor the sum of \$8,500.00 to defray the Sponsor's costs of creating the condominium, e.g. architectural costs, filing fees, legal fees and other costs incurred in creating the condominium;
- (ix) At closing, the Sponsor will collect each Purchaser's pro-rated share in the first year's insurance premium from the date of the closing until the end of the first year of condominium operation. This amount will be calculated in proportion to each Purchaser's common interest and will be used to reimburse the Sponsor for payment of the first year's premium. Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. This provision shall survive the closing and is only applicable to units which close during the first year of condominium operations. The insurance payment that is collected as part of the common charges will be used to pay future building insurance premiums, while the reimbursement is for the pre-paid insurance of the first year of operation.

(l) Broker. The Purchaser will represent to Sponsor that he or she has not dealt with any broker other than the Selling Agent in connection with the acquisition of his or her Unit and will indemnify the Sponsor against the claims of any other broker, in the event such broker is not disclosed to the Sponsor at the time of execution of the Purchase Agreement.

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

(n) Survival of Obligations. All representations set forth in the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the offering plan which are to be performed subsequent to the Closing date will survive delivery of the deed.

(o) DAMAGE TO UNITS. THE RISK OF LOSS FROM FIRE OR OTHER CASUALTY REMAINS WITH THE SPONSOR UNTIL THE PURCHASER SHALL BE CONVEYED LEGAL TITLE OR UNTIL THE PURCHASER OCCUPIES THE UNIT. IF THE PURCHASER BECOMES THE TENANT OR ACTUALLY OCCUPIES THE UNIT BEFORE THE CLOSING OF TITLE THERETO AND, BEFORE SUCH CLOSING, THE UNIT IS DAMAGED BY CASUALTY OR OTHERWISE, SUCH PURCHASER SHALL ASSUME THE RISK OF LOSS AND THE OBLIGATION TO REPAIR THE DAMAGE TO HIS/HER PERSONAL BELONGINGS AND ANY OTHER PROPERTY NOT COVERED BY THE INSURANCE FOR THE CONDOMINIUM UNLESS THE CAUSE THEREOF ORIGINATED OUTSIDE OF THE UNIT AND DID NOT RESULT FROM THE ACTS OF SUCH PURCHASER OR OTHER OCCUPANTS OF THE UNIT OR SUCH PURCHASER'S GUESTS, INVITEES, OR WORKMEN. No Purchaser shall have the right to occupy a Unit purchased by him prior to the Closing of title unless Sponsor agrees to permit such occupancy under an interim lease or other written agreement. See Section "Interim Leases".

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

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

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

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

(q) Arbitration. In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium, Housing Merchant Implied Warranty, Purchase Agreement, disposition of down payments or to break any deadlock in voting, the parties shall submit for arbitration through an agreed-upon arbitrator in order to resolve the issue. The rules of some arbitration forms may impose time limits, from the time of when the dispute occurred to bringing a claim in arbitration. Such arbitration shall take place within thirty (30) days of notice to either party from the other. If the parties cannot agree upon a person to arbitrate, then the dispute or question shall be submitted to arbitration through the American Arbitration Association ("AAA"), which will give any party the rights he is entitled to under New York law. The arbitration proceeding will follow the rules of the AAA. The AAA will designate the arbitrator, who will be neutral and independent of Sponsor and its principal. The hearing will take place in the county where the building is located. The parties to the Purchase Agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the

arbitrators so chosen shall be given within thirty (30) days after their selection or appointment, and said decision shall be final and binding. A party's ability to have a court reverse or modify an arbitration award is very limited. The ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings. The arbitrators may not have to explain the reason for their award. Unlike litigation, New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings. The fees, costs and expense of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his or her own counsel and expert witnesses.

Nothing contained in this paragraph shall be construed to preclude any Purchaser's rights under Article 23-A of the GBL.

The Board shall follow the directions of the Arbitrators. The panel will have the authority to file their decision with the Court under the New York Arbitration Law and Article 75 of the CPLR. Any decision rendered shall be final and conclusive upon the parties and a judgement thereon may be entered in a court of competent jurisdiction. The decision shall be enforceable in a court of competent jurisdiction. If the arbitration proceeding concerns an escrow dispute under the purchase agreement, the deposit shall not be released from escrow until at least 90 days has elapsed from the issuance of a final arbitration award. If the Purchaser brings a proceeding pursuant to CPLR §7511 to vacate the award, the funds must remain in escrow until that proceeding is finally adjudicate.

Arbitration awards are generally final and binding, and that a party's ability to have a court reverse or modify an arbitration award is very limited, see New York Civil Practice Law and Rules §7511.

The rules of some arbitration forums may impose time limits from bringing a claim in arbitration.

New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings, unlike litigation.

The rules of the AAA can be found on their website: <http://www.adr.org>.

(r) The Financial Crimes Enforcement Network ("FinCEN") has issued a Geographic Targeting Order ("GTO"), last updated in November 2020, which requires US title insurance companies to report the personal identity of purchasers in certain residential real estate transactions in all NYC boroughs which meet the following criteria:

- (a) purchaser is a legal entity as defined in the GTO;
- (b) total purchase price is in excess of \$300,000.00;

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

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

As long as the GTO remains in effect, its reporting requirements apply to all residential real property Closings meeting the above criteria.

(s) Buildings Smoking Policy - Smoking and the using electronic cigarettes are not permitted in the indoor common elements.

Smoking and using electronic cigarettes is permitted in any of the dwelling units and the indoor limited common elements appurtenant to such units.

Smoking and using electronic cigarettes is permitted in all outdoor areas, including but not limited to, the yard area, driveway, rooftop, balconies and any outdoor areas connected to a dwelling unit and designated as a limited common area or any outdoor common area space.

N. ASSIGNMENT OF PURCHASE AGREEMENT

The Purchasers attorney shall contact Sponsors attorney stating the Purchasers intent to assign said Purchase Agreement. No assignment of a Purchase Agreement by a Purchaser shall be permitted without Sponsor's prior written consent, which may be withheld or delayed for any reason. Neither the Sponsor nor the Selling Agent will discriminate in the sale, assignment of Purchase Agreement or lease of Units on the basis of race, creed, sex, color, disability, marital status, sexual orientation, or national origin or on any other grounds prohibited by law.

Any purported assignment by a Purchaser in violation of the Purchase Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle a Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor. Under no circumstances will Sponsor consent to an assignment of the Purchase Agreement in which the Purchaser will receive consideration over and above the purchase price payable to Sponsor. If Sponsor, in its sole discretion consents to a Purchaser's request for an assignment of the Purchase Agreement, the assignee of the Purchase Agreement shall be required to close title to the Unit on the originally scheduled Closing Date set forth in the Purchase Agreement. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, then the Purchaser shall be required to pay Sponsor's attorneys a fee of \$2,000.00 for preparing the documents in connection to the assignment.

O. EFFECTIVE DATE

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

1. The Plan may not be declared effective unless *bona fide* Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the residential units offered under the Plan. Units of ancillary nature may not be counted towards effectiveness. In this Offering, the Sponsor may declare effective by selling one (1) residential unit, which satisfies the 15% threshold requirement.

The Plan may be declared effective by personal service of the notice of effectiveness on every Purchaser or by commencement of service of the notice by mail addressed to the offeree at the last known residence of such offeree and submitting an amendment to the Department of Law within five (5) days confirming that the plan was declared effective on a specified date. In such event, no closing shall occur until the plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

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

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

(b) if the Purchaser did not have three (3) business days to review the offering plan and all filed amendments prior to executing a Purchase Agreement; or

(c) with any Purchaser who is the Sponsor, the Selling Agent, or the managing agent, or is a principal of the Sponsor, the Selling Agent, or the managing agent, or is related to the Sponsor, the Selling Agent or the managing agent or any principal of the Sponsor, the Selling Agent or the Managing Agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a Purchaser, other than a Sponsor or a principal of the Sponsor, may be included in the count if the Sponsor has submitted proof satisfactory to the Department of Law establishing that such Purchaser is *bona fide*.

3. The Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for 80% of the units offered under the Plan. In this Offering, the Sponsor must declare effective when accepting Purchase Agreements for five (5) units, representing 83.33% of the units being offered for sale, which is greater than the 80% threshold.

4. The Sponsor may, at its option, declare the Plan abandoned for any reason whatsoever before it is declared effective unless Purchase Agreements have been executed for 80% of the units. All monies paid by subscribers shall be refunded to them in full with interest earned, if any, within five (5) days after abandonment. Sponsor shall promptly file an amendment together with a notice of abandonment on Form RS-3.

5. Sponsor may not abandon the plan after effectiveness for any reason other than (a) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total offering amount, or (b) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than one-half of one percent of the total offering amount, or (c) the taking of any material portion of the Property in condemnation proceedings or by eminent domain. Any amount relied upon as a basis for abandonment after effectiveness excludes attorney fees or any such title defects or

determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record. The Sponsor cannot abandon the Plan for any judgments or liens against the property resulting from acts of the Sponsor or any of its principals or which are known to the Sponsor or any of its principals on the date of the Plan.

Subsequent to the First Closing, the condominium may only be terminated, if at least eighty percent (80%) of the Unit Owners vote to terminate the Condominium. See Section S, "Rights and Obligations of Unit Owners" & By-Laws Section 5.16, attached hereto in Part II of the Plan.

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 Office of the Attorney General together with form RS-3 as promulgated by the Office of the Attorney General. If payments under Purchase Agreements have been received, Sponsor shall refund them in full, with interest earned, if any, within five (5) days after abandonment via overnight mail. If there are no outstanding Purchase Agreements the Sponsor need not submit an amendment but shall submit a form RS-3 to the Office of the Attorney General which shall be served simultaneously by the Sponsor on all commercial or professional tenants, if any, in the manner specified by 13 N.Y.C.R.R. Section 20.1(d)(1).

Notwithstanding the fact that not all Purchasers used for purpose of declaring the plan effective may actually close, Sponsor will re-declare the plan effective if all Purchase Agreements are either rescinded or terminated prior to the first unit closing, regardless of whether the condominium declaration has been recorded.

P. TERMS OF SALE

1. Deed and State of Title. Upon delivery to Sponsor of: (i) the balance of the Purchase Price, (ii) a Unit Owner's Power of Attorney in favor of the Condominium Board and Sponsor and (iii) a transferee affidavit or a transfer tax return in the form required to be filed with The City of New York, each of which must be executed and acknowledged by the Purchaser, the Sponsor will execute, acknowledge and deliver to the Purchaser a Bargain and Sale Deed with covenant against grantor's acts, conveying title to such Unit to Purchaser free and clear of all liens, encumbrances and title exceptions other than those set forth in this section of the plan and the proposed unit deed. Title exceptions may include the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable. The Unit Owner's Power of Attorney and Deed will be substantially in the forms set forth in Documents No. 4 and No. 5 in Part II of the Plan.

2. At any time after the execution of a Purchase Agreement, the Sponsor may give the Purchaser thirty (30) days Notice of Closing subject to the terms of any executed Secured Loan Condition Rider. However, the actual closing of title to each Unit shall take place only after, or concurrently with, the latest of the following events to occur:

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

(ii) the Plan has been declared effective;

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

(iv) the mortgage, if any, is paid up;

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

(vi) Purchaser being given the opportunity to inspect such Unit and other portions of the Property subject to the Declaration, if incomplete work or there are deficient conditions are discovered during the inspection, money will be put in escrow for the amount of the repairs to be released when all work is completed;

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

3. If existing mortgages or construction loans will not be satisfied at or prior to the closing of the first unit, at the time of conveyance of the first unit, each mortgagee will either:

- (i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units;
- (ii) subordinate the lien of its mortgage to the declaration of condominium;
or
- (iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

4. Damage to Units. Prior to the consummation of the offering plan, Sponsor may only rent units to Purchasers in contract.

The risk of loss from fire or other casualty remains with the Sponsor until the Purchaser shall be conveyed legal title or until the Purchaser occupies the unit pursuant to an interim lease. If the Purchaser is or becomes the tenant or the occupant of the Unit before the closing of title thereto and, before such closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage to his/her personal belongings and any other property not covered by the insurance for the Condominium, unless the cause thereof originated outside of the Unit and did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees, or workmen. It is therefore advisable for a Purchaser that occupies a unit as a tenant prior to the closing to purchase his / her own insurance.

A prospective Purchaser should carefully consider the aforementioned risk of loss before occupying a unit prior to the closing. Such risk of loss may also affect the Purchaser's ability to close the loan under any financing commitment.

Except as set forth in the preceding sentence, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the same. The Sponsor will make a determination whether or not to repair the damage within fifteen (15) days of the occurrence of the damage. If the Sponsor elects to repair or replace the loss or damage, it is entitled to reasonable time period in which to complete such work. If Sponsor or (in the event the Declaration is filed) the Board of Managers do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the Purchaser will be refunded all purchase monies paid to Sponsor, including sums paid for specials, with any interest earned thereon. If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and Purchaser shall not be required to pay the balance of the purchase price unless and until (i) the Unit has been repaired in compliance with the offering plan and the repairs done with Equal or Better Quality than immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the tenant to cure or that are caused by the act or omission of the tenant.

If the Sponsor elects to repair or replace the loss or damage, and the Purchase Agreement is contingent on the Purchaser obtaining financing, if, after making a good faith effort to extend the term of the commitment to enable the Sponsor to repair the damage, an extension is not obtained, the Purchaser will be offered a right of rescission.

5. Title to each unit and its appurtenant interest in the common elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those set forth in Exhibit A to the Purchase Agreement, in the plan and the proposed unit deed. See the Purchase Agreement annexed as Document No. 2 in Part II of the Plan. Title exceptions include the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable. The title company will affirmatively insure that none of the same affect the use of the premises as a Condominium, if so requested by Purchaser in writing to the Title Company and Sponsor's attorney at least ten (10) days prior to the closing of title. Other than the Condominium's governing documents which will be recorded prior to the first condominium unit closing of title, each condominium will be conveyed free and clear of any leases and mortgages.

6. 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 of Condominium is filed, that is owned by the Sponsor or the owner of the property, is included in the conveyance unless specifically excepted in the offering plan.

7. The Declaration of Condominium, By-Laws and floor plans for the condominium and such other documents as required by law, will be filed and recorded with the New York City Division of Land Records located at 66 John Street, New York NY prior to the first conveyance of title to a unit in accordance with the New York Condominium Act or applicable state and local law in the Office of the City Register of the County in which the Condominium is located.

Q. UNIT CLOSING COSTS AND ADJUSTMENTS

1. Closing Adjustments. At the closing of title to each Unit, Sponsor and the Purchaser shall apportion, as of midnight of the day preceding the closing: (i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the New York fiscal year beginning July 1, 2022 of the year for which assessed, including water charges and sewer rents (if separately assessed) and escrows for real estate taxes, if any; and (ii) rent and other charges, if any, pursuant to a lease for, or tenancy of, such Unit. There will be no adjustments between the Sponsor and the condominium board.

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

(i) If such Purchaser elects to obtain fee title insurance, he or she will pay a premium therefor to his or her title insurance company which will vary depending upon the amount of insurance requested. The premium for fee title insurance should be \$773.00 for the first \$100,000.00 of fee insurance plus \$4.36 for each \$8,500.00 or fraction thereof of additional fee insurance up to \$500,000.00. The premium for mortgage title insurance should be \$654.00 for the first \$100,000.00 of insurance plus \$3.64 for each \$2,000.00 or fraction thereof of additional insurance up to \$500,000.00. The Purchaser can choose the title insurance company of their choice without incurring additional cost or penalties from the Sponsor.

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

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

(a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed;

(b) Purchasers will pay a portion of the mortgage recording tax in the amount provided for by law (at the date of the Plan, the tax to the Purchaser is 2.05% of the face amount of the mortgage for mortgages under \$500,000.00, and 2.175% of the face amount of the mortgage for mortgages over \$500,000.00). (Note: The Lending Bank pays 0.25% of the mortgage recording tax);

(c) Purchasers will pay a premium through the title insurance company for the mortgage title insurance policy. Purchasers shall pay Seller an amount equal to all of Purchaser's savings in the mortgage recording tax to which Purchaser is entitled, whether such savings result from an assignment of an existing mortgage on the unit or is pursuant to Real Property Law 339-ee or otherwise. (Note: The Lending Bank pays an additional 0.25%);

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

(iv) Although usually Seller's expense, Purchaser shall pay the Real Property Transfer Tax due to the State and City of New York. New York City transfer taxes are in the amount of 1.425% of the purchase price for residential Units over \$500,000.00 and 1.4% of the purchase price for residential Units under \$500,000.00. New York State Documentary Stamp Taxes are in the amount of \$4.00 per thousand plus an additional .25% of the purchase price for residential Units of \$3,000,000.00 or more. For commercial Units, the transfer tax is in the amount of 2.625% of the purchase price for NYC and \$4.00 per thousand plus an additional .25% of the purchase price for commercial Units of \$2,000,000.00 or more. Mansion Tax due to the State of New York shall be in the amount of 1% for transfers of \$1,000,000 - \$2,000,000. There is also a supplemental tax due in the amount of 1.25% for transfers of \$2,000,001 - \$3,000,000; and 1.75% for transfers of \$3,000,001 to \$5,000,000. For purposes of calculating the transfer taxes to be paid, for New York City Real Property Transfer Tax, consideration includes the transfer taxes paid by the purchaser; however, for the New York State transfer taxes, in the case of a conveyance of residential real property and where the Transfer Tax imposed is paid for by the Purchaser pursuant to a contract for sale, the amount of Transfer Tax calculated will be excluded from the calculation of consideration subject to tax;

(v) Purchaser will be required to deposit with the Board of Managers two (2) months estimated monthly common charges towards the Working Capital Fund.

(vi) Purchaser shall be obligated to pay the following fees to Sponsors attorney: (i) \$2,500.00 for Seller's attorney in connection with the closing; (ii) \$250.00 if at the request of the Purchaser, the closing is held at any location other than Sponsors attorney's office but in New York City and \$400 if the closing is held outside of New York City; (iii) \$200.00 payable to Sponsor or Sponsor's attorney if e-forms for New York City Real Property Transfer Tax are prepared on the Purchasers behalf. Additionally, in the event the Purchaser applies for a mortgage and closes title with the mortgage, the Purchaser shall be obligated for an additional \$250.00 fee.

(vii) At closing, each Purchaser shall pay to the Sponsor the sum of \$8,500.00 to defray the Sponsor's costs of creating the condominium, *e.g.*, architectural costs, filing fees, legal fees and other costs incurred in creating the condominium.

(viii) At closing, the Sponsor will collect each Purchaser's pro-rated share in the first year's insurance premium from the date of the closing until the end of the first year of condominium operation. This amount will be calculated in proportion to each Purchaser's common interest and will be used to reimburse the Sponsor for payment of the first year's premium. Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. This provision shall survive the closing and is only applicable to units which close during the first year of condominium

operations. The insurance payment that is collected as part of the common charges will be used to pay future building insurance premiums, while the reimbursement is for the pre-paid insurance of the first year of operation.

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

(x) There will be no adjustments between Condominium Board and Sponsor. The insurance figures for the first year's premium will be adjusted between the Purchaser and Sponsor at closing. This provision shall only apply to units which closed within the first year of condominium operations. The insurance payment that is collected as part of the common charges will be used to pay future building insurance premiums, while the reimbursement is for the pre-paid insurance of the first year of operation.

All fees are cumulative to the extent applicable to an individual Purchaser. If, for example, a Unit has a purchase price of \$555,000.00, a mortgage of \$444,000.00 and title insurance the following closing costs are estimated:

Owners' Policy:	\$2,210
Loan Policy	\$544
Residential Endorsement:	\$25
Condominium Endorsement:	\$25
NY State transfer tax:	\$2,262
NYC Real Property transfer tax:	\$8,053
Mortgage tax:	\$7,962
Deed Recording:	\$200
Mortgage Recording:	\$250
Municipal Searches:	\$250
E-forms (if applicable)	\$200
2 months est. common charges	\$600
Sponsor's attorney fee	\$2,500

To Defray Sponsor's cost	\$8,500
TOTAL:	\$33,581

3. In the event that the units are not separately assessed for real estate taxes at the time of the closing, the following procedure will be applicable:

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

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

In the event that the Unit has not been separately assessed for the then current fiscal tax year at the time of closing title, the apportionment of real estate taxes shall be based on the Unit's pro rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. Installments for tax assessments due after delivery of the deed (if any) and covering a period after the Purchasers acquisition of the unit shall be paid by the Purchaser and shall not be considered a defect in title. See By - Laws in Part II of the plan Section 5.11.

R. RIGHTS AND OBLIGATIONS OF SPONSOR

A. Construction Obligations.

Sponsor has undertaken the following obligations in connection with the project:

1. The Sponsor will endeavor in good faith to sell all units in a reasonably timely manner.
2. Sponsor shall be obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions and to indemnify the Board of Managers and the unit owners.
3. All representations under the offering plan, all obligations pursuant to the General Business Law, and such additional obligations under the offering plan which are to be performed subsequent to the closing date will survive delivery of the deed.
4. Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to unsold units. Sponsor represents that it has the financial resources to meet its obligations with respect to unsold units. Such obligations shall be funded through the rentals and sales of unsold units and from other funds of the Sponsor. No bond or other security has been posted to secure Sponsor's obligations.
5. The Sponsor will cause the Board of Managers to maintain the property in substantially the same condition and manner as on the date of first closing until the Sponsor no longer controls the board of managers.
6. Prior to the consummation of the offering plan, Sponsor may only rent units to Purchasers in contract.

The risk of loss from fire or other casualty remains with the Sponsor until the Purchaser shall be conveyed legal title or until the Purchaser occupies the unit pursuant to an interim lease. If the Purchaser becomes a tenant pursuant to an interim lease before the closing of title thereto and, and before such closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage to his/her personal belongings and any other property not covered by the insurance for the Condominium, unless the cause thereof originated outside of the Unit and did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees, or workmen. It is therefore advisable for a Purchaser that occupies a unit as a tenant prior to the closing to purchase his / her own insurance.

A prospective Purchaser should carefully consider the aforementioned risk of loss before occupying a unit prior to the closing. Such risk of loss may also affect the Purchaser's ability to close the loan under any financing commitment. Except as set forth in the preceding sentence, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the same. The Sponsor will make a determination whether or not to repair the damage within fifteen (15) days of the occurrence of the damage. If the Sponsor elects to repair or replace the loss or damage, it is entitled to reasonable time period in which to complete such work. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the Purchaser will be refunded all purchase monies paid to Sponsor, including

sums paid for specials, with any interest earned thereon. If Sponsor elects to repair or replace the loss or damage, the Sponsor will notify the Purchasers within thirty (30) days of when the damages occurred, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and Purchaser shall not be required to pay the balance of the purchase price unless and until (i) the Unit has been repaired in compliance with the offering plan and the repairs done with equal quality or in better condition than immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the tenant to cure or that are caused by the act or omission of the tenant.

7. Sponsor shall procure fire and casualty insurance in an amount sufficient to avoid co-insurance, as reflected in Schedule B.

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

9. The Sponsor has secured construction financing of \$1,600,000.00 through Sharestates Investments Dacl, LLC with an address at 11 Middle Neck Road, Suite 314, Great Neck NY 11021. The loan will be paid up in full prior to the first closing. Satisfaction of this loan will be disclosed in the post-closing amendment to the Plan.

10. (a) Sponsor is obligated to build and complete the condominium in accordance with the building plans and specifications identified in the plan and will, at its sole cost and expense and with reasonable diligence, perform or cause to be performed such work, and will supply or cause to be supplied all materials, necessary to complete the Building and its appurtenances in accordance with the "plans and specifications" (as hereinafter defined) and with a quality of construction comparable to currently prevailing local standards, however, the Sponsor may not substitute equipment or materials of lesser quality or design; or change the size, location of buildings or units other improvements or common elements if such changes affect the percentage of common interest or adversely affect the value of any unit to which title has been 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.

All references in this Plan to "Plans and Specifications" shall mean the plans and specifications for the Building filed with the Department of Buildings and other appropriate governmental authorities, identified in the offering plan, as the same may be amended or changed from time to time in accordance with the provisions of the following sentence. Sponsor reserves the right to amend or modify from time to time said plans and specifications (including, without limitation, changes in layouts and designs or changes affecting the materials, appliances, equipment, fixtures and other construction details) and to substitute materials, appliances, equipment and fixtures in place of those described in the

plans and specifications, provided such substitutions are of Equal or Better Quality and design. The Sponsor agrees to deliver a set of "as-built" plans to the Condominium Board.

The Sponsor reserves the right to make changes or substitutions of materials or construction for items as set forth in the Offering Plan or Building Plan, provided any such changes are of Equal or Better Quality recognized by industry standards for performance, efficiency, longevity, and / or classifications, as applicable, however, the Sponsor may not substitute equipment or materials of lesser quality or design.

(b) Sponsor will not be obligated to correct and will not be liable to any Unit Purchaser as a result of: (i) any immaterial variations from filed building plans or the description of the Building set forth in the Plan which are neither in violation of applicable building codes nor require the approval of any governmental authority having jurisdiction or which are necessitated by site conditions or job requirements, or (ii) immaterial variations in the dimensions or arrangement of rooms, walls or other areas within Units, provided (A) such variations are of equal or better quality and design than that originally set forth in said plans or description, and (B) such changes do not affect the 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 Unit Owners affected by such change consent in writing to such change and all contract vendees directly affected by such change are given the right to rescind their purchase agreements and have their down payments returned to them. The foregoing shall not change Sponsor's obligations to complete construction of the building, including the Units, with materials of Equal or Better Quality and design than those set forth in the Plan. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less is not material.

11. Prior to closing the first unit Sponsor shall obtain a certificate of occupancy for the unit. In the event closing occurs after the issuance of a temporary Certificate of Occupancy, but prior to the issuance of permanent Certificate of Occupancy, then it will remain the obligation of the Sponsor and its principals to, at its own cost and expense, obtain such permanent Certificate and Certificate must be obtained within two (2) years from the date of issuance of the original temporary Certificate of Occupancy. Sponsor will obtain a permanent certificate of occupancy for the unit before the temporary certificate of occupancy expires, unless extended.

Purchasers are advised that in NYC, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificate of occupancy. Certificate of occupancy are general governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCO's are issued by the NYC Dept of Buildings. ("DOB"). A TCO is intended to indicate that the property confirms 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 should be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or to 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 each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee the DOB will issue the FCO within such two-year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO. Unit owners and the board of managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Furthermore, because Sponsor and the by-laws of the Condominium may permit unit owners to undertake renovations to individual units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO.

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 fact sheet on Certificate of Occupancy is available on the DOB websireat:http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

12. If the first closing takes place prior to the issuance of a permanent certificate of occupancy for the unit, Sponsor will maintain all deposits and funds in the special escrow account required by GBL Section 352-e(2)(b) unless the Sponsor's engineer, architect or other expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent certificate of occupancy, in which case the sum exceeding the amount so certified by the Sponsor's engineer or architect may be released from the special escrow account. Alternatively, the Sponsor must deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount so certified. The amount retained in escrow pending the delivery of a permanent certificate of occupancy will be included in each post closing amendment to the plan unit a permanent certificate of occupancy is obtained. If the Sponsor wants to use an alternate security it must be disclosed in an amendment to the plan prior to any such use.

13. Housing Merchant Implied Warranty.

Notwithstanding any other provision of the Offering Plan the following is applicable to this Offering:

The following is a brief summary of GBL Article 36-B, which went into effect as of March 1, 1989. The full text of the law is set forth in Part II as Document No. 8.

(a) Housing affected: Newly constructed single-family homes and cooperative and condominium units in buildings of five (5) stories or less. This law affects the condominium units offered in this Offering Plan.

(b) Coverage: (i) For one (1) year, the home (unit, limited common elements and common elements) must be free from defects caused by workmanship or materials that do not meet the standards of the applicable building code; for items

not covered by code, the construction must be in accordance with locally accepted building practices.

(ii) For two (2) years, the plumbing, electrical, heating, cooling and ventilation systems must be free from defects caused by unskillful installation.

(iii) For six (6) years, the home must be free from physical defects in the structural elements (foundation, floors, walls, roof framing).

(c) Not covered:

(i) A defect not caused by defective workmanship, materials or design.

(ii) Defects in items sold with the home, such as stoves, refrigerators, air conditioners, etc. There are implied warranties from the manufacturers of such goods which are described in other laws.

(d) Notice: Buyers must give notice of defects in their home in writing no later than thirty (30) days after the end of the warranty period.

(e) Limitation of the Warranty:

The Housing Merchant Implied Warranty can be limited, provided however, regardless of any limitations in the warranty or in this offering plan, cannot go below the duty to construct the premises in accordance with all applicable codes, filed plans and specifications and locally accepted building practices for items which are not covered by codes.

The Sponsor has elected to limit the said Housing Merchant Implied Warranty. The Sponsor reserves the right to amend the plan to modify the limitation on the warranty for any unit which has not been conveyed by deed or purchased via execution of a contract of sale.

- (1) The Sponsor's Limited Warranty excludes all consequential, incidental, special damages not foreseeable to the Sponsor and indirect damages.
- (2) The Sponsor's Limited Warranty does not cover defects in appliances, fixtures, equipment and household items, except defects due to improper installation by the Sponsor.
- (3) The Sponsor's Limited Warranty does not cover any defects for any labor or in any work or materials ordered directly by any Purchaser from Sponsor's sub-contractors, suppliers, or any independent contractor not engaged in any non-delegable duty(ies).
- (4) The Sponsor's Limited Warranty is limited to actual Purchasers and their successors whom acquire title to the subject Unit by will or by the governing intestacy laws.
- (5) In addition, the following items are not covered by the Sponsors Limited Warranty:

- (a) conspicuous defects and any defects which an inspection of the Unit would reveal;
- (b) damage caused by the failure of the Purchaser or any affiliate thereof, to comply with the requirements of the Sponsor's Limited Warranty or of any requirements imposed by a manufacturer, supplier of appliances, fixtures, equipment or household items;
- (c) damage caused by the misuse, overuse, or interference by Purchaser or anyone other than the Sponsor or its employees or delegates;
- (d) any additional damage caused by the failure of Purchaser to give adequate notice to the Sponsor of any defects or damage in a timely fashion as provided in the Sponsor's Limited Warranty;
- (e) any damage caused by changes, alterations or improvements made to the Unit by anyone other than the Sponsor or its employees or delegates;
- (f) any damage caused by Purchaser's failure to adequately maintain and preserve any item or property covered under the Sponsor's Limited Warranty;
- (g) any loss or damage caused by or stemming from an accident, catastrophe, unnatural forces due to violence or gross negligence, fire, explosion, smoke, motor vehicles, acts of God, lightening, windstorm, hail, flood, earthquake, soil movement, and changes in the underground waterbase;
- (h) any loss or damage caused by seepage of water unless such loss or damage is directly related to a construction defect resulting from construction by the Sponsor;
- (i) any damage resulting from Purchaser's failure to take timely action to mitigate any pre-existing damages;
- (j) any condition resulting from normal wear and tear or from normal settling of the building, including but not limited to, concrete cracks, outer building cracks which do not impair the structural stability of the building;
- (k) insects, vermin, rodent damage and infestation, or damage caused by other animals or pests;
- (l) death, bodily injury or damage to personal property;
- (m) damage which arises from any misuse or unauthorized use of the Unit.

- (6) Repair of any damage to the load bearing portions of the Unit or Building will be limited to that which is necessary to restore their load bearing functions.

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

(g) The Sponsor shall be obligated to defend suits or proceedings arising out of the acts or omissions and to indemnify the Board of Managers and the unit Owners. All construction and other obligations of the Sponsor shall be enforceable only by the Condominium Board and not by the individual Unit Owners unless (1) the alleged construction defect relates to one (1) Unit only and is not a common defect affecting two (2) or more Units; or (2) if the Board has not commenced any action within (a) ninety (90) days after notice or (b) within thirty (30) days or less of the expiration of the statute of limitations, whichever occurs earlier. The Board has a fiduciary duty to act in the best interest of the condominium, even during the Sponsor control period.

(h) All representations under the offering plan, all obligations pursuant to the GBL, and such additional obligations under the offering plan which are to be performed subsequently to the closing shall survive delivery of the deed.

THE SPONSOR'S LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE UNIT AND ANY AND ALL COMPONENTS THEREOF, BOTH EXPRESS AND IMPLIED (INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

THE FULL TEXT OF SPONSOR'S LIMITED WARRANTY IS ANNEXED TO THE PURCHASE AGREEMENT AND SET FORTH IN PART II OF THIS PLAN. PURCHASERS ARE URGED TO REVIEW THE SPONSOR'S LIMITED WARRANTY CAREFULLY BEFORE EXECUTING A PURCHASE AGREEMENT.

THE SPONSOR'S OBLIGATION, REGARDLESS OF ANY LIMITATIONS IN THE WARRANTY OR IN THIS OFFERING PLAN, IS TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH ALL APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS, AND THAT ANY CONFLICT BETWEEN THE DISCLAIMERS AND THE SPONSOR'S OBLIGATION TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH ALL APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS SHALL BE RESOLVED IN FAVOR OF THE LATTER.

14. Prior to the closing of a unit, Sponsor will assign any manufacturer's warranties and operating manuals with respect to equipment and appliances installed in the unit to the unit owner and assign any warranties and operating manuals with respect to equipment and appliances installed in the common elements to the Board of Managers.

The following documents will be transferred to the condominium board upon transfer of control - operation & maintenance (O & M), manuals for the mechanical equipment; electrical system manual; re-commissioning manual (as applicable); equipment warranties; roof warranties; major equipment Start-up sheets; control system as-built;

original test & balance report for HVAC system; Post construction in - door air quality report. Final as built drawing as maintained during construction, i.e., structural, mechanical, electrical, plumbing, shop drawing, most recent balancing report for the heating system.

15. Sponsor agrees to pay for the authorized and proper work involved in the construction, establishment and sale of the condominium that Sponsor is obligated to complete under the plan and shall cause all mechanic's liens with respect to such construction to be promptly discharged or bonded.

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

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

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

B. General

Except for Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to any Unsold Units (for so long as Sponsor owns same), the offering plan sets forth the entire extent of the obligations of Sponsor under this Plan and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers relative to their Units under their respective Purchase Agreements and applicable law. The Sponsor is liable for all of the representations made in the Plan. The Sponsor shall be obligated to defend suits or claims arising out of the acts or omissions of Sponsor or the representations made by Sponsor in this Plan or any obligations imposed by statutes and/or regulations and to indemnify the Board of Managers and the Unit Owners. The obligations of Sponsor under this section shall survive the delivery of the deeds to the respective Units.

Obligations of Sponsor under this section with respect to the Condominium, the General Common Elements or the Limited Common Elements shall be enforceable only by the Condominium Board on behalf of all Unit Owners. In no event shall any obligations of Sponsor to the Condominium be enforceable by individual Unit Owners unless (1) the alleged construction defect relates to one (1) Unit only and is not a common defect affecting two (2) or more Units; or (2) if the Board has not commenced any action within (a) ninety (90) days after notice or (b) within thirty (30) days or less of the expiration of the statute of limitations, whichever occurs earlier.

During the Initial Sponsor Control Period, the Board of Managers may not enforce (as a result of the Sponsor's control thereof) the obligations of the Sponsor under the Plan or as otherwise required by law and in such case, the Unit Owners may have to undertake, at their expense, enforcement of the obligations of the Sponsor. The Board of Managers has a

fiduciary duty to act in the best interest of the condominium, even during the Initial Sponsor Control Period.

NO BOND OR OTHER SECURITY HAS BEEN FURNISHED TO SECURE THE PERFORMANCE OF THE SPONSOR'S OBLIGATIONS SET FORTH HEREIN.

S. CONTROL BY SPONSOR

Introduction:

As provided in the By-Laws, the Condominium Board shall consist of three (3) members, each of whom will have one (1) vote. The Sponsor will control the Board of Managers of five (5) years after the closing of the first unit or whenever all units are sold, whichever is sooner. (Provided however, that the Sponsor may relinquish control at any time by calling a special meeting of the Unit Owners to elect a new Board of Managers). During the Initial Sponsor Control Period, the Sponsor shall designate a majority of the Board Members which would be two (2) Members and the remaining one (1) Board Member shall be elected by all Unit Owners, other than the Sponsor. The first meeting to elect Board members will be held within one (1) year after the first closing and thereafter, elections shall take place annually.

Within thirty (30) days of the expiration of the Initial Sponsor Control Period, the Sponsor will call a special meeting of the Unit Owners to elect a new Board of Managers who will be elected based on the plurality of the votes. Each Unit Owner, including the Sponsor shall have a right to cast one (1) vote for each unit owned. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Condominium Board may serve. See "By - Laws Section 2.7" for more details.

The By-laws do not contain a provision that, after an initial Sponsor voting control period, a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principal(s). Furthermore, owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the condominium shall be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

As long as the Sponsor or its designee shall own twenty five (25%) percent of the units, but in no event later than five (5) years after closing of title to the first Unit, the Board of Managers may not, without the prior written consent of the Sponsor or its designee,

(i) make any addition, alteration or improvement to the Common Elements or to any Unit or

(ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (however, Sponsor will not unreasonably withhold consent to additions to the contingency fund provided for in Schedule B to the extent assessments are necessary to make expenditures required by law), or

(iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or

(ii) amend the Declaration, the By-Laws and the Rules and Regulations, or

(v) make any additions, alterations, or improvements shall be made to the Common Elements, regardless of the cost thereof, unless the consent of the Sponsor or its designees is first obtained, unless same is required by law or is necessary for the health or safety (but not the general comfort or welfare) of the residents of the Building.

The Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required: (i) to comply with applicable laws or regulations, or (ii) to remedy

any notice of violation; or (iii) to remedy any work order by an insurer; or (iv) to repair or replace items necessary for the preservation or safety of the building or the health and safety of its occupants.

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

Any provisions that give the Sponsor control of the enforcement of the Sponsor's obligations are not lawful. In addition, if there are non-Sponsor members of the Board, and there is a vote on whether to sue the Sponsor the Sponsor's board representative cannot lawfully vote on that issue.

T. BOARD OF MANAGERS

1. Board Members

The affairs of the building of the Condominium shall be governed by the Condominium Board, which shall consist initially of members designated by the Sponsor. As provided in the By-Laws, the Condominium Board shall consist of three (3) members, each of whom will have one (1) vote. The first three anticipated board members are Ben Sadykov, Principal of the Sponsor, Inbal Levy, Project Manager, and the first Purchaser to close on a unit. The first meeting to elect board members will be held within one (1) year after the first closing at and thereafter, board elections shall take place annually. At the first meeting, the unit owners shall vote for the one (1) board member which is not being designated by the Sponsor and the other two (2) board members will be designated by the Sponsor. Within thirty (30) days of the expiration of the Initial Sponsor Control Period, the Sponsor will call a special meeting of the Unit Owners to elect a new Board of Managers at which time the unit owners will vote for all three (3) members being designated to Board.

The term of office of each member of the Condominium Board shall continue for one (1) year. Any member of the Condominium Board may resign his or her membership at any time by giving written notice thereof to the Condominium Board and, with respect to members of the Condominium Board designated as such. Notwithstanding anything to the contrary, however, each Condominium Board shall serve until a successor Board is elected and qualified.

There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Condominium Board may serve, so long as each member (other than the Sponsor Board Members during the initial period of Sponsor control) is voted in at an annual meeting. In addition, special meetings of Unit Owners may be held from time to time, pursuant to the By-Laws, whenever necessary for the affairs of the Condominium.

If there are non-Sponsor members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's board representatives cannot lawfully vote on that issue. See By-Laws Section 2.7 attached hereto in Part II of the Plan for details.

2. Special Meetings of Unit Owners.

The Condominium Board shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt of a petition calling for such a meeting signed by a Unit Owner. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place as may be designated by the Condominium Board.

The Condominium Board shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail, telephone or telegram not later than five (5) business

days prior to the day fixed for the meeting; however, the mailing of such notice to any Unit Owner, addressed to his or her address at the Property, at least ten (10) days prior to the day fixed for the meeting shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Condominium Board not less than ten (10) days prior to the giving of notice of the applicable meeting. See By - laws Section 4 attached hereto in Part II of the Plan for details.

3. Officers of the Condominium

The officers of the Condominium shall consist of the President, the Secretary and the Treasurer, all of whom shall be elected by the Condominium Board which may also appoint additional officers. At least two (2) officers must be members of the Condominium Board and Unit Owners (or officers, directors, partners, employees, beneficiaries (or members of their family) of corporations, partnerships, fiduciaries, or mortgagees that are Unit Owners). See By - laws Section 4 attached hereto in Part II of the Plan for details.

4. Liability of the Condominium Board and the Unit Owners

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

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

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

There is no provision for insurance covering indemnification of the Board of Managers. It is at the discretion of the Board of Managers to obtain such coverage, the cost of which will be borne by the Unit Owners as part of the common charges. See By - laws Section 2.20 attached hereto in Part II of the Plan for details.

5. No members of the Board of Managers will receive any compensation from the Condominium for acting as such. See By - laws Section 3.9 attached hereto in Part II of the Plan for details.

6. At any regular or special meeting of Unit Owners after the initial control period of the Sponsor, any one or more of the members of the Board of Managers may be removed with cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created, provided notice of such proposed removal was given to the Board member and was specified in the notice of the meeting. Any member of the Board of Managers whose removal has been proposed shall be given an opportunity to be heard at the meeting. Officers may be removed at any meeting of the Board. See By - laws Section 2.7 attached hereto in Part II of the Plan for details.

7. Voting: When votes of the Unit Owners are required, each Unit Owner shall exercise his vote in the manner set forth in the By-Laws, which provides as follows: each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own at least one (1) Unit) shall be entitled to cast one (1) vote for each unit owned. See By - laws Section 4.8 attached hereto in Part II of the Plan for details.

The presence, in person or by proxy, of a majority of the Unit Owners shall constitute a quorum at all meetings of Unit Owners, and unless otherwise provided, the decision of a majority of the Unit Owners at a meeting at which a quorum shall be present shall be binding upon all of the Unit Owners. See By - laws Section 4.5 attached hereto in Part II of the Plan for details.

8. Amendments to the Condominium Documents

Generally, subject to certain exceptions and provided that any required consent of the Mortgage Representatives is obtained, any provision of the Declaration, the By-Laws, or the Rules and Regulations may be amended, modified, added to or deleted by the affirmative vote of 66 2/3% of the Unit Owners, taken in accordance with the By-Laws. However, for so long as Sponsor or its designee is the owner of one (1) or more Units in the entire Condominium, the Declaration, the By-Laws and the Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or such designee without the prior written consent of every Unit Owner affected by such amendment. See By - laws Section 12.1 attached hereto in Part II of the Plan for details.

U. RIGHTS AND OBLIGATIONS OF UNIT OWNERS & BOARD OF MANAGERS

Sales and Leases of Units

Each owner of a Unit may sell or lease his or her unit. There is no right of first refusal. There are no restrictions to the terms of the lease. The lease will be subject to state and local law.

Mortgages of Units

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

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

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

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

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

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

Capital Reserves

The Condominium Board has the power to accumulate reserve funds for capital replacements or other purposes to meet the needs of the Condominium in accordance with the Declaration and By-Laws, as set forth in Documents 6 (declaration) and 7 (by- laws) in Part II of the Offering Plan. There are no restrictions on these powers.

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

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

- (a) all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements;
- (b) water charges and sewer rents in connection with the Building (unless the same are separately assessed to individual Units);
- (c) real estate taxes and assessments levied with respect to the Property (until the same are separately assessed to individual Units); and
- (d) amounts for such other items as the Condominium Board may deem proper (such as amounts for reserves, to make up deficits for prior years, to prepay indebtedness of the Condominium, or to purchase or lease Units).

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

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

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

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

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

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

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

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

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

Any lien for unpaid Common Charges and expenses against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office and until all sums secured thereby, with interest and costs accrued thereon, shall have been fully paid, or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall be sooner. Such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing the lien.

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

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

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

For purposes of this section, "non-occupying owner" means a condominium unit owner who does not occupy the dwelling unit.

If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within 60 days of the expiration of any grace period after they are due, the Condominium Board shall provide written notice to the tenant and the non-occupying owner that rental payments from the tenant shall be paid directly to the Condominium Board.

Such notice shall provide that commencing immediately and until such time as all such payments are made current, all rental payments due subsequent to the issuance of such notice are to be made to the Condominium Association at the address listed on the notice. However, where a majority of the Board of Managers has been elected by Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Condominium Board.

When such payments from the non-occupying owner are once again current, written notice of this fact shall be given within 3 business days to the rental tenant and non-occupying owner; thereafter, all rental payments shall be made payable to the non-occupying owner or a designated agent.

A non-occupying owner who disputes the Board's claim to rental payments pursuant to Section 339-kk shall be entitled to present facts supporting such position at the next scheduled meeting of the Board of Managers, which must be held within 30 days of the date that such Board receives notice that such owner seeks to dispute such claim.

Nothing in Section 339-kk shall limit any rights of Unit Owners or of the Condominium Board existing under any other law or agreement.

Payment by a rental tenant to the Condominium Board made in connection with Section 339-kk shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

Repair and Maintenance Of Units,

Limited Common Elements and Common Elements:

Each Unit, Limited Common Elements and all portions of the Common Elements shall be kept in first-class (same as new, excepting normal wear and tear) condition, order and repair (and free of snow, ice and accumulation of water with respect to any terrace, patio, roof or other part of the Property exposed to the elements) by the unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work that is necessary in connection therewith. Each Unit owner shall be responsible for its Unit & Limited Common Elements. The Board shall be responsible for the Common Elements. In the event that any Unit Owner

fails to keep his or her Unit in such condition, the Condominium Board may, at the expense of such Unit Owner, enter his or her Unit to perform such acts as are necessary to cure such default. (See the subsection entitled "Rights of Access" for a further discussion).

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

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

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

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

Alterations and Improvements Of Units & Limited Common Elements:

No unit owner may make any structural alterations in or to his unit without the prior written approval of the board of managers. This provision does not apply to the Sponsor or its designee until a deed to the Unit affected had been delivered to the Purchaser thereof. Other than the above, all alterations or improvements in or to his unit do not require board approval. All non-structural work does not need Board approval, however it must be done in accordance with NYC Department of Buildings Code and all other applicable regulations.

In the event that a Unit Owner wishes to make any modifications that require Board approval, the Board must respond within fifteen (15) days from receiving notice from the Unit Owner. In the event, the Board has not responded within said time frame, the Board's failure to timely respond shall be deemed a waiver of its right to reject the proposed modifications.

The Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom.

The Condominium Board may, at its sole option, require the Unit Owner to procure and agree to maintain during the course of such work such insurance as the Condominium

Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, as set forth in the By-Laws.

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

Alterations and Improvements of Common Elements:

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

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

Insurance Coverage

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

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

In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable to the Condominium Board. In either instance, all such monies actually received (hereinafter referred to as the "Trust Funds") shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section. Notwithstanding anything to the contrary contained either in this paragraph or elsewhere in this Section, however, no Unit Owner whose Unit, or any portion thereof, is taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

The Condominium Board shall arrange for the prompt repair or restoration (hereinafter referred to as the "Work" of: (i) in the event of a Casualty Loss, the portion(s) of the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the Common Elements affected by such Taking. If, pursuant to the immediately preceding sentence, work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the work shall be performed, to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. In addition, each Unit Owner whose Unit, or any portion thereof, shall be the subject of all or part of any Work shall have the right, to supervise any redecorating of his or her Unit.

In the event that Work shall be performed pursuant to the terms of the previous paragraph, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, and all proceeds of such Special Assessment shall become part of the Trust Funds. However, if the insurance proceeds are not sufficient to discharge the cost and expense of performing any work attributable to any part of the building which is not a "Common Element", such cost and expense must be paid by the owner or owners of the Units or Limited Common Element which were damaged and no special assessment may be levied against the Unit Owners. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to the Unit Owner of the damaged unit, except that no payment shall be made to a Unit Owner until there has first been paid, out of said excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph for any projected deficiency in the amount of the Trust Funds available to the Condominium Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remains unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, free of any claim of any lienor (including, without limitation, any Permitted Mortgagee).

In the event that the damages is caused to both a Unit and Common Elements, the Condominium Board shall retain the services of an insurance adjuster to determine the amount of damages caused separately by the Unit and Common Element and all the underpayments and overpayments shall be subject to provisions in the previous paragraph

Restrictions on the Use of Units

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

The units and common elements are limited to residential use and no business or professional use may be carried on in the units except for the use of a home office. Such limitations are more restrictive than those applicable to the Sponsor. The Sponsor may, without obtaining the consent of the Condominium Board or the other Unit Owners, use any one or more of such Units as model units and sales and/or promotion offices in connection with the sale or rental of the Unsold Units or for any other purpose, subject only to compliance with current laws, statutes or regulations.

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

No nuisance, or immoral, improper, offensive, or unlawful use, shall be allowed in the Building or any portion thereof. The Board of Managers shall determine the threshold of immoral, improper and offensive. There are no restrictions regarding pets. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whomever shall have the obligation to maintain or repair such portion of the Property. The Rules and Regulations of the Condominium, which govern the use of all of the Units, may be amended from time to time by the Condominium Board, provided that copies of such amendments are furnished to each Unit Owner prior to the time that they become effective. For further discussion, see the "Addendum to the Bylaws - Rules and Regulations" attached as part of Document No. 7 in Part II of the Plan.

Rights of Access

As more fully set forth in the By-Laws, the Condominium Board, and the Managing Agent, superintendent and other persons authorized by the Condominium Board, will have a right of access to any Unit for the purposes, among others, of making inspection of, or removing violations of governmental laws or regulations against any part of the Property, curing defaults committed by the owner of such Unit under the Condominium Documents, or correcting conditions originating in any Unit and threatening another Unit or any Common Element. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan. If the need to access the unit is for scheduled maintenance, unit owner will be notified via phone or email twenty-four hours (24) prior. If it is for emergency repairs the unit may be accessed without prior notice.

Self-Help

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

Mechanic's Liens

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

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

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

Buildings Smoking Policy

Buildings Smoking Policy - Smoking and the using electronic cigarettes are not permitted in the indoor common elements.

Smoking and using electronic cigarettes is permitted in any of the dwelling units and the indoor limited common elements appurtenant to such units. Smoking and using electronic cigarettes is permitted in all outdoor areas, including but not limited to, the yard area, driveway, rooftop, balconies and any outdoor areas connected to a dwelling unit and designated as a limited common area or any outdoor common area space.

Arbitration.

In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium, Housing Merchant Implied Warranty, Purchase Agreement, disposition of down payments, or to break any deadlock in voting, the parties shall consult with an agreed-upon person in order to resolve the issue. The rules of some arbitration forms may impose time limits for bringing a claim in arbitration. Such consultation shall take place within thirty (30) days of notice to either party from the other. If, after such consultation, the issue is still unresolved or if the parties cannot agree upon a person to consult with, then the dispute or question shall be submitted to arbitration through the American Arbitration Association ("AAA"), which will give any party the rights he or she is entitled to under New York law. The arbitration proceeding will follow the rules of the AAA. The AAA will designate the arbitrator, who will be neutral and independent of Sponsor and its principal. The hearing

will take place in the county where the building is located. The parties to the purchase agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment, and said decision shall be final and binding. A party's ability to have a court reverse or modify an arbitration award is very limited. The ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings. The arbitrators may not have to explain the reason for their award. Unlike litigation, New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings. The fees, costs and expenses of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his or her own counsel and expert witnesses.

Nothing contained in this paragraph shall be construed to preclude any Purchaser's rights under Article 23-A of the GBL.

The Board shall follow the directions of the Arbitrators. The panel will have the authority to file their decision with the Court under the New York Arbitration Law and Article 75 of the CPLR. Any decision rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The decision shall be enforceable in a court of competent jurisdiction. If the arbitration proceeding concerns an escrow dispute under the purchase agreement, the deposit shall not be released from escrow until at least 90 days has elapsed from the issuance of a final arbitration award. If the Purchaser brings a proceeding pursuant to CPLR §7511 to vacate the award, the funds must remain in escrow until that proceeding is finally adjudicated.

Arbitration awards are generally final and binding, and that a party's ability to have a court reverse or modify an arbitration award is very limited, see New York Civil Practice Law and Rules §7511.

The ability of the parties to obtain documents witness statements and other discovery may be more limited in arbitration than in court proceedings.

The arbitrators may not have to explain the reason(s) for their award.

The rules of some arbitration forums may impose time limits for bringing a claim in arbitration.

The rules of the AAA can be found on their website: <http://www.adr.org>

Carbon Monoxide / Smoke Detectors

The Sponsor is providing combination carbon monoxide/smoke detectors in each unit at each level in accordance with the Administrative Code of the City of New York. The Unit Owners will be responsible for the maintenance of such detectors.

V. REAL ESTATE TAXES AND TAX STATUS OF THE CONDOMINIUM

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

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

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

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

The real estate tax estimates set forth in Schedule A are based on a letter from Metropolitan Realty, Inc, dated October 11, 2021, attached hereto. The projection is based on the taxable assessed valuation for the post-construction assessment, whose total assessed value is estimated to be \$256,973. Using the projected tax rate of \$12.235 per One Hundred Dollars (\$100.00) of assessed valuation for Tax Year 2021/2022, the post construction real estate taxes is projected to be \$31,441 ($\$256,973 \times .12235 = \$31,441$).

Taxes are assessed by the Real Property Assessment Bureau of the Department of Finance of the City of New York.

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

If the unit owners want to contest the assessment, the Board of Managers shall execute, acknowledge and deliver any documents necessary for filing an appeal for reduction of assessment of real estate taxes on behalf of all units in the Condominium. See by-laws Section 2.4. There are currently no pending tax certiorari proceedings.

The building should be completed by July 1, 2022. The estimated real estate taxes are based on the post construction reassessment project for the January 5, 2023. Since actual figures are not currently available, the figures set forth in Schedule A are based on estimated data.

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing internal revenue code, including the taxes and deductions related to home ownership. The deduction for all State and Local taxes,

including but not limited to real estate tax and income tax, is limited to ten thousand (\$10,000.00) dollars combined.

If the Purchaser obtains a mortgage, interest on such loan is deductible under current law. The Internal Revenue Code of 1986, as amended, limits the deductions of mortgage interest to mortgages incurred in acquiring, constructing or substantially improving the first and second residences of a taxpayer. The deduction is also limited to interest paid on acquisition indebtedness not to exceed \$750,000.00 for loan procured after January 1, 2018. In addition, there will no longer be any deduction for interest on home equity loans, regardless of when the debt was incurred.



Office: 381 South 5th Street, Brooklyn, NY 11211
Mailing: 118 Middleton Street, Brooklyn, NY 11206
Phone: (718) 387-3004 | Fax: (718) 228-3503
Email: martin@mretax.com | Web: www.mretax.com

October 11, 2021

473 Bainbridge Holdings LLC
99-06 Metropolitan Avenue
Forest Hills, NY 11375

RE: 473 Bainbridge Street
Brooklyn, NY
Block & Lot: 1505 - 49

Letter of Opinion regarding proposed real estate tax liabilities for the project located at
473 Bainbridge Street, Brooklyn, NY

Project Details: Six (6) Residential Condominium Units

To Whom It May Concern;

You have requested an opinion concerning the real property assessment to be levied upon the above property for the first full tax year after completion of construction, to be included in the Condominium Offering Plan.

In order to prepare this letter and the opinion set forth herein, you have supplied us with the following information upon which we have relied:

1. The subject property is located at 473 Bainbridge Street, Brooklyn, NY 11233, and is known as Block: 1505, Lot 49 with the New York City Department of Finance ("DOF").
2. The proposed is to do vertical enlargement of existing 2 story 2 family dwelling to 4 story with six (6) residential condo units pursuant to Department of Buildings job number **321384079** with a job type "A1 – Alteration type 1".
3. According to the information provided to our firm, the approximate gross square footage of the entire building will be **5,547 SF**.

METROPOLITAN Realty Exemptions, Inc.

4. There will be separate condominium tax lots filed with the DOF for each residential unit.
5. Based on assessment guidelines, the DOF Surveyor's Office shall class the condominium units as a tax class two (2) and thus levy the assessed value on a 45% rate of the market value.

You have also supplied us with architectural drawings of the proposed building prepared by Nashat Ibrahim of NMI ARCHITECTURE, PLLC. The data contained in the architectural drawings indicates that the building will have 4 (four) main levels and cellar.

DOF Assessment Guidelines

The New York City Department of Finance assesses the values in regard to all New York City residential and commercial properties annually. Based on the assessor's determination of the assessment on taxable status date January 5th, the Department of Finance releases tentative assessments of the property value in January of every year and final assessments every May, prior to the beginning of each tax year. Assessments in New York City are made on a fiscal year basis, beginning on July 1st of each year and ending on June 30th the following year.

The property tax assessment process commences when the city's assessors determine the market value of the property. Property tax is only levied on a portion of the market value. This portion is called the assessed value. Regarding 1-3 family homes and condominiums with no more than three (3) stories, provided such property was previous classified as class one (1), the assessed values are levied on 6% of the market value. Regarding all other properties, taxes are levied on 45% of the market value.

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 you set in your offering plan and any subsequent sales or re-sales 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 you, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The residential units will be designated as tax class 2C property and will pay on the class 2 tax rate. 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 current 2021/22 class 2 tax rate is 12.235% 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 there will be a substantial increase in value for tax years 2021/22 and 2022/23 because of the renovation, and that such increases will be placed on the assessment roll

METROPOLITAN Realty Exemptions, Inc.

immediately and not subject to the limitation on increases described above. However, in future years increases in assessed value will likely result in the taxable assessment being based on a phased-in transition assessment.

Proposed Real Estate Tax Liabilities

We have taken the following factors in account when formulating our opinion: (a) the recent tax assessment history on the property; (b) the potential income for the new structure (if operated as a rental); (c) comparable condominium projects in Brooklyn (specifically, in Bedford-Stuyvesant neighborhood) which have been recently constructed; (d) market conditions in the general area; (e) proposed estimate of the cost of construction; and (f) calculation of the gross floor area mentioned above.

Post-Completion Projected Assessed Value and Tax Liability

Considering the aforementioned factors, we are estimating that for the post construction tax year the DOF will set the **Assessed Value of at approximately \$366,974.**

Considering that DOF will classify this property as Tax Class 2C and your building is subject to adjustments (8-30% limitation), we are estimating that total **Taxable Assessed Value will be approximately \$256,973.**

Assuming the 2021/22 tax rate of 12.235% for tax class 2 (i.e., \$12.235 per \$100 of AV), the **total Projected Tax Liability will be approximately: \$31,441.**

In determining the assessed values for the individual units, the Department of Finance may use the common interest percentages set forth in the condominium declaration if such percentages are rationally and fairly determined.

Disclaimer

T

W. INCOME TAX DEDUCTIONS TO UNIT OWNERS AND
TAX STATUS OF THE CONDOMINIUM

It is our opinion that the Condominium will meet the requirements for election of Section 528 during its first year of operation. The Common charges collected by the condominium board for Condominium projects that meet Section 528 requirements are exempt from federal income tax.

This exemption is available to the Condominium Board only if:

- (i) 60% or more of the gross income for the taxable year is received as fees or assessments from owners of Units ("Exempt Function Income"); and
- (ii) 90% or more of the expenditures for the taxable year are for management, acquisition, maintenance and care of the Common Elements.
- (iii) 85% or more of the total square footage of all Units within the Condominium must be used by individuals for residential purposes; and
- (iv) No part of the net earnings may inure to the benefit of any private individual except through the rebate of excess assessments or indirectly through the acquisition, management and maintenance of association property.

Thus the Condominium may make such election during the first year if it is advantageous. However, since the requirements for election under Section 528 are applied annually it cannot now be determined whether the Condominium may elect Section 528 treatment in any subsequent tax year. See Section 'Counsel's Income Tax Opinion' for further details.

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

X. COUNSEL'S INCOME TAX OPINION

December 22, 2021

The 473 Bainbridge Street Condominium
473 Bainbridge Street
Brooklyn, NY

Re: Offering Plan ("Plan") for the
 Condominium Ownership of the
 Premises known as 473 Bainbridge Street
 Brooklyn, NY (the "Property")

Gentlemen:

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

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

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

I. Tax Deductions for Unit Owners

Under the Plan:

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

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

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

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

Accordingly, it is our opinion that a Unit Owner who itemizes deductions will be entitled to deduct, for Federal income tax purposes, real estate taxes assessed against his Unit as well as interest on any mortgage indebtedness secured by his Unit. The deduction for all State and Local taxes, including but not limited to real estate tax and income tax, is limited to ten thousand (\$10,000.00) dollars combined. The deduction for mortgage interest paid is only deductible on debt up to \$750,000.00, for loan procured after January 1, 2018. In addition, there is no longer any deduction for interest on home equity loans, regardless of when the debt was incurred. See Sections 163 (interest) and 164 (taxes) of the Internal Revenue Code of 1986, as amended (the "Code"); Revenue Ruling 64-31, 1964-1 (Part I) Cum. Bull. 300.2. These expenses will be deductible when paid or accrued in accordance with the Unit Owner's method of accounting. In addition to the interest and real estate tax deductions discussed above, a Unit Owner who uses all or part of his Unit in the conduct of his trade or business or for the production of income may deduct a portion of common charges allocable to such use. Each such Unit Owner will be entitled to deduct cost recovery on his Unit (similar to depreciation), computed separately and based upon the cost of his Unit (see Code Section 1012). Such deduction may be determined under Code Section 168 by using the straight-line method or under ACRS tables which approximate the use of 175% declining balance method, switching to straight-line recovery in later years. The excess of accelerated cost recover deductions over deductions computed using the straight-line method is an item of tax preference and may result in Unit Owners incurring alternative minimum tax. The amount of permitted deductions have been modified by the Internal Revenue Code 1986. The deduction of Common Charges is limited to that portion which does not exceed the Unit Owners' share of expenses paid or incurred through the Condominium and which would constitute trade or business expenses under Code Section 162 or would constitute expenses for the production of income under Code Section 212, if they were paid directly by the Unit Owner. Common Charges may exceed the deductible amount to the extent that Common Charges are used by the Condominium Board to finance capital expenditures or reserves. The amount used to fund capital expenditures or reserves are not deductible and must be capitalized by Unit Owners, increasing the basis in the Unit and thus the cost recovery deduction available for that Unit.

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

II. Tax Treatment of Condominium and Board of Managers

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

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

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

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

- (1) the Board's centralized management powers over the Building;
- (2) the attempt to limit contractual liability of Unit Owners, for the contracts entered into by the Condominium, to the Unit Owners' proportionate share of such liability in accordance with their common interest in the entire Condominium; and
- (3) the possibility of perpetual life. (See Treas. Reg. 301.7701-2, and discussion in Shapiro, Commercial Condominiums: Tax Considerations for Unit Purchasers and the Association, 41 J. TAXATION 204, 206-08 (Oct. 1984) and Wolitzer, Condominium -- Organization, Taxes and Accounting, XL N.Y.C.P.A. 893, 899-900 (Nov. 1970).)

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

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

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

Federal tax would be owing. See *Old Colony Trust Co. v. Commissioner*, 279 U.S. 716 (1929), and cf. Rev. Rul. 74-75, 1974-1 Cum. Bull. 19.

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

- (i) 60% or more of the gross income for the taxable year is received as fees or assessments from owners of Units ("Exempt Function Income"); and
- (ii) 90% or more of the expenditures for the taxable year are for management, acquisition, maintenance and care of the Common Elements.
- (iii) 85% or more of the total square footage of all Units within the Condominium must be used by individuals for residential purposes; and
- (iv) No part of the net earnings may inure to the benefit of any private individual except through the rebate of excess assessments or indirectly through the acquisition, management and maintenance of association property.

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

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

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

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

IN OUR OPINION, EACH UNIT OWNER WILL BE ENTITLED TO INCOME TAX DEDUCTIONS AS DESCRIBED ABOVE. HOWEVER, THIS OPINION IS NOT A GUARANTEE; IT IS BASED UPON EXISTING RULES OF LAW APPLIED TO THE FACTS AND DOCUMENTS REFERRED TO ABOVE. NO ASSURANCES CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASE THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL THE SPONSOR, THE SPONSOR'S COUNSEL, THE CONDOMINIUM BOARD, COUNSEL TO THE CONDOMINIUM BOARD, THE SELLING AGENT OR ANY OTHER PERSON BE LIABLE IF THERE ARE CHANGES IN THE FACTS ON WHICH COUNSEL RELIED IN ISSUING THIS OPINION, OR IF THERE ARE CHANGES IN THE APPLICABLE STATUTES, REGULATIONS, DECISIONAL LAW OR INTERNAL REVENUE SERVICE RULINGS ON WHICH COUNSEL RELIED WHICH CAUSE THE CONDOMINIUM TO CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE NEW YORK STATE TAX LAW, AS AMENDED.

Each Purchaser is advised to consult with his/her tax expert regarding the consequences of Purchasing a condominium unit.

Percentage of common interests calculation method.

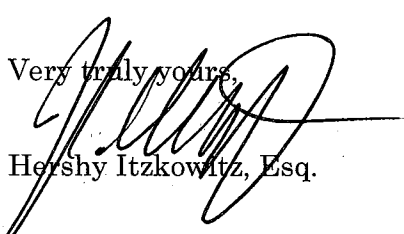
The method selected for calculating the percentage of common interests in the condominium pursuant to Real Property Law Section 339-i(1) is subparagraph (iv), which provides:

"(iv) the Common Interests of each of the Units have been allocated based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit".

The percentages of interest in the common elements in this condominium have been allocated to the units in accordance with the above factors in compliance with Real Property Law Section 339-i(1)(iv).

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

Very truly yours,


Hershy Itzkowitz, Esq.

Y. AGREEMENT, CONTRACTS AND LEASES

The Sponsor, 473 Bainbridge Holdings, LLC, with an address at 98-35 Metropolitan Avenue, Forest Hills, NY 11375 will manage the condominium for the first year of condominium operation, for a fee of \$6,000.00, which is the prevailing rate. The Principal of the Sponsor has experience with property Management. The managing agent and its principals have no prior felony convictions, injunctions or judgments that may be material to the offering plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of the proposed offering plan.

The managing agent's main duties, among others, will be: to bill and collect common charges and other charges; bookkeeping; to maintain the building as advised by the Condominium Board, to contract for necessary service, supplies, etc.; and to supervise, hire and discharge employees. The Board of Managers shall be obligated to reimburse the agent for expenses incurred and to indemnify the agent against liability for acts properly performed by it pursuant to the agreement. The management agreement is assignable to a competent managing agent or may be canceled by the managing agent or the board of managers at any time giving thirty days' prior notice.

There are currently no other agreements, contracts or leases in place of the project. If any agreements, contracts or leases will be signed, the plan will be amended to disclose.

Z. RESERVE FUND

The basis of the figure projected for this item is approximately ten percent (10%) of the entire budget. This fund will be used as a reserve to pay for periodic capital replacements or repairs. At this time, the Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of condominium operation. The reserve fund should be sufficient. Neither the Department of Law nor any other government agency has passed upon the adequacy of the fund. While the Sponsor is in control of the Condominium Board, the Reserve Fund shall not be used to reduce estimated Common Charges. There shall be no adjustment for prepaid expenses between the Sponsor and the Board of Managers. Such fund shall be available after the first year of condominium operations.

In the event there is a need for major capital expenditure in excess of the funds available from the reserve fund the Condominium Board will assess a charge to each Unit Owner in accordance with its percentage of common interest or the common charges may be increased.

AA. WORKING CAPITAL FUND

The Sponsor, as agent of the Board of Managers, will collect from each original Purchaser at the time of the Closing an "Initial Capital Payment" equal to two (2) months common charges for each towards the Working Capital Fund. The Sponsor will deliver the funds so collected to the Board of Managers to provide the necessary working capital for the Condominium. Such funds may be used for any purpose as the Board of Managers may determine and may be replenished as the Board sees fit. Neither the Department of Law nor any other government agency has passed upon the adequacy of the fund. The Sponsor will not contribute to the working capital fund. There is no restriction on the use of the working capital fund. While the Sponsor is in control of the Condominium Board, the Working Capital Fund shall not be used to reduce estimated Common Charges. There shall be no adjustment for prepaid expenses between the Sponsor and the Board of Managers.

AB. IDENTITY OF PARTIES

Sponsor and Selling Agent

The Sponsor and Selling Agent is 473 Bainbridge Holdings, LLC, a domestic limited liability company formed on April 30, 2018 with an address at 9835 Metropolitan Avenue, Forest Hills, NY 11375. The sole principal of the Sponsor is Ben Sadykov. Benjamin Sadykov is the President of RBM Funding LLC, a real estate development company located at 98-35 Metropolitan Avenue, Forest Hills, NY 11375.

There are no felony convictions against the Sponsor and /or any Principals of Sponsor or any entity in which principals of the Sponsor were principals and any individuals who own or control ten (10%) percent or more equity in the Sponsor. There are no prior convictions, bankruptcies, injunctions or judgments against the Sponsor and /or any Principals of Sponsor or any entity in which principals of the Sponsor were principals and any individuals who own or control ten (10%) percent or more equity in the Sponsor, which are material to the Offering Plan or an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of the proposed offering plan.

Prior public offerings:

(A) The Sponsor, 473 Bainbridge Holdings, LLC has no prior offerings.

(B) The principal of the Sponsor, Benjamin Sadykov, has the following prior offerings.

Address	File Number	Date of Filing with Department of Law
The 1109 Haley Street Condominium 1109 Halsey Street, Brooklyn, NY	CD20-0103	Pending

There are no other cooperative, condominium or homeowners association that the sponsor or the principal owns ten (10%) percent or more of the unsold share or units. The sponsor is current in its financial obligations, including, but not limited to, payment of maintenance or common charges, taxes, reserve or working capital fund payments, assessments, payments for repairs and improvements promised in the plan and payments of underlying mortgages and loans for which shares or units have been pledged or mortgaged.

Managing Agent

The property will be managed by the Sponsor 473 Bainbridge Holdings, LLC, with an address at 98-35 Metropolitan Avenue, Forest Hills, NY 11375 for the first year of condominium will manage the property for the first year of condominium operation. The Principal of the Sponsor has experience with property Management. He manages the following properties; 2513 Wallace Avenue, Bronx NY, 1016 East 13th Street, Brooklyn NY & 1109 Halsey Street, Brooklyn NY.

The managing agent and its principals have no prior convictions, felony convictions, injunctions or judgments that may be material to the offering plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of the proposed offering plan.

Attorneys

The Sponsor is represented by Wisnicki Neuhauser, LLP with an address at 9822 Metropolitan Avenue, Forest Hills, NY 11375 in connection with preparation of the Unit Deeds, escrow agent and closings. The Offering Plan was prepared by the Law Office of Hershy Itzkowitz, P.C. with an address at 1154 60th Street, Brooklyn, NY 11219.

The Condominium does not have independent legal counsel. IT IS SUGGESTED AND EXPECTED THAT EACH PURCHASER WILL CONSULT WITH AND BE REPRESENTED BY HIS/HER OWN COUNSEL IN CONNECTION WITH THIS OFFERING.

Engineer/Architect

Nashat Ibrahim, R.A. a Registered Architect in the State of New York with an address at 60-76 Palmetto Street, Ridgewood, NY 11385, has prepared the description of property report in accordance with the building plans approved by the New York City Department of Buildings. Such description of property report is attached hereto in Part II of the Plan.

Franklyn Estrella, R. A., has prepared the building plans approved by the New York City Department of Buildings.

The architect, engineer, escrow agent or attorney preparing the offering plan has no financial interest in the Property, the Sponsor, the Condominium or any other party interested in this transaction, except for its fee for services rendered in connection with such report.

AC. REPORTS TO UNIT OWNERS

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

(a) A financial statement of the condominium prepared by a certified public accountant within (4) four months after the end of the fiscal year for the condominium. "See by-laws Section 5.17 (B)", such statement shall be certified while the Sponsor is in control of the board of managers.

(b) Written notice to all unit owners regarding the annual schedule meeting. Unit owner shall be notified within ten (10) to thirty (30) days prior of the annual unit owners' meeting.

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

AD. DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits and documents referred to herein shall be available for inspection without charge by prospective Purchasers and by any person who shall have purchased a Unit offered under the Plan or shall have participated in the offering of such Unit, at the Law Office of Hershy Itzkowitz, P.C., attorneys for the Sponsor, 1154 60th Street, Brooklyn, New York 11219, during convenient weekday hours and shall remain available for such inspection for a period of six (6) years from the First Closing. There will be a charge of forty cents (\$0.40) per page for copying any documents. The Plan and all other exhibits and documents referred to herein shall also be available for inspection and copying by appointment (at a current charge of \$0.25 per page) at the Department of Law, 28 Liberty Street, New York, New York 10005. In addition, a set of the floor plans showing the layout, locations, and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The County of Kings as conforming to the official tax lot number for each such Unit, will be filed with the Register's Office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-Laws will be recorded in the Register's Office prior to or concurrently with the First Closing. All deeds conveying, and all mortgages covering, individual Units will also be recorded in such office.

AE. GENERAL

There are no lawsuits, administrative proceedings, or other proceedings, that the outcome of which may materially affect this offering, the Purchasers of Units, the Property, Sponsor's capacity to perform all of their obligations under the Plan, the Condominium, or the operation thereof, except as may be further herein expressly set forth.

This property has not been the subject of any market test or prior public offerings. No contracts or agreements have been entered into and no deposits or advances of funds accepted as of the date the plan is accepted for filing.

None of the units in the building which is the subject of this offering plan are occupied by residential or commercial tenants as of the date of submission of the plan to the Department of Law.

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

Purchasers have a right to rescind purchase agreements following material adverse amendments. The Purchaser shall have a right to rescind by sending written notice to the Sponsor within thirty (30) days after being presented by the Sponsor with a copy of the amendment. Sponsor will return any deposit or down payment to Purchasers who rescind within fifteen (15) days of the receipt of written notice of rescission. No deposit or down payment shall be returned to interim lessees prior to their vacating of the apartment. See Section "Interim Leases".

The Sponsor reserves the right to revise, from time to time, the terms and conditions upon which the Units are to be sold and to otherwise revise the Plan, including revisions affecting the rights, obligations, and liabilities of Sponsor, Purchasers, or prospective Purchasers, without obtaining the consent of Purchasers or others. However, the Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in the case of an uncured default), nor unilaterally change the purchase price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then existing Purchasers or reducing the undertakings or obligations of Sponsor, such Purchasers will be given the right to rescind their Purchase Agreements and be refunded all monies paid thereunder, with interest earned thereon, if any. Unless an affected Purchaser consents, no material change will be made in unit size, layout or percentage of common interest if a purchase agreement has been executed and delivered to the Sponsor for that Unit. Unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of common elements.

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

The Plan is offered only to persons eighteen (18) years of age or over and entities.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine, or neutral, includes the other two.

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

AF. RESERVATION OF AIR RIGHTS

All unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution, shall belong to the Sponsor. It may be sold, transferred or hypothecated to any other entity for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar agreement. The unused floor area development rights may not be used to further extend the current project. There are currently no unused floor area development rights available for this property.

AG. SPONSOR'S STATEMENT OF BUILDING'S CONDITION

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

The number and usage of the units is identical to the number and usage of the units that will be stated in the permanent certificate of occupancy when the construction work is completed.

AH. ASBESTOS STATEMENT

Sponsor represents that there is no Asbestos Containing Material (ACM) and there will be none in insulating or fireproofing material anywhere in the building.

Dated:

Sponsor: 473 Bainbridge Holdings, LLC
98-35 Metropolitan Avenue
Forest Hills, NY 11375

PART II

DOCUMENT NUMBER 1

DESCRIPTION OF PROPERTY

Law Office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, New York 11219

Condominium - Description of Property and Specifications

Date: 10-26-21

A. Location and use property:

- This property and its proposed use will comply with all zoning and use requirements.
- Certificate of Occupancy will be presented at closing.

Address: 473 Bainbridge Street, Brooklyn, NY 11233

Block: 1505

Tax Lot: 49

Zoning: R6B

Special District: None

Proposed Use: Residential R-2 (Use Group-2) Six families Residences.

B. Status of Construction:

1. Year Built approximate year :1899
Construction commenced on 04/11/2019 for the building renovation and new top addition and conversion.
Scheduled completion date is anticipated to be approximately on January, 2022
The Building is consisting of four floors and Cellar, the Cellar, first and second floor are existing to remain, the third, fourth floors and Roof area are new, the existing building brick walls, including the building brick party walls to remain, new galvanized Steel studs load bearing walls are built, and supported on new foundation walls attached to the existing foundation walls, starting from the Cellar floor to the roof, the new Studs are attached to the existing building party walls.
All Existing Floor joists have been replaced with new hot Dipped galvanized Steel Joists, and Concrete Floor for all floors and roof.
2. Class of Construction: II-A: 2hr rated non-combustible construction under the 2014 NYC Building Code review.
 - a. Exterior walls shall be 2hr rated new galvanized Steel stud/masonry construction and the interior framing is made of new galvanized Steel studs.
 - All load-bearing elements will be a minimum of 2hr. rated construction and all new floor construction will be 2hr rated as well.
3. Certificate of Occupancy: Sponsor to obtain Certificate of Occupancy prior to Closing.
4. Application Permit Numbers:
 - a. Alteration type "1" application # 321384079 (approved on 01/17/2019) to meet new building requirements with total of two floors vertical addition to the building.
 - b. Mechanical work and HVAC Doc 2 application Filing : #321384079
 - c. Structural system application filing :# 3211384079 , DOC-3
 - d. BPP Building Pavement plan has been filed under DOB application # 321916842

5. The building is being built in accordance with the Quality Housing provisions of the Zoning Resolution and shall satisfy the following applicable requirements:
- a. Refuse Storage and Disposal;
Required for nine units or More, not required, none is provided
 - b. Required Recreation space;
Required for nine units or more, not applicable, NO Recreation facility have been provided
 - c. Planting areas; Planted area is provided at ground level between the street line and street walls of the building for the unpaved areas.
Laundry Facility; Each unit will be provided with one Connection for stackable Washer & Dryer

C. Site:

1. Size:
The lot is located between Howard Ave and Saratoga Ave. The size of the entire zoning lot is 2,000 square feet (100'-0" x 20'-0"). Bainbridge St. is a 70-foot public street and paved with asphalt concrete in fair condition.
Traffic on Bainbridge Street is One-way, going West. Saratoga Ave is a 70-foot public street and paved with asphalt concrete in fair condition. Traffic on Saratoga Avenue is one-way, going South. Going East. Howard Avenue is a 70-foot public street and paved with asphalt concrete in fair condition. Traffic on Howard Avenue is one-way, going North.
2. Number of buildings and use:
The proposed building is a residential building with SIX (6) family dwelling units, from the first floor to the fourth floor and bulkhead throughout as follows;
- The first floor consists of one apartment with a living room, two bedrooms, one kitchenette, one bathroom, a laundry closet, and a mechanical closet. The apartment is handicap adaptable. The apartment has also an accessory space at the cellar level below connected with a private interior stair which has one Half bathroom, one open accessory space, not for living, cooking, or sleeping.
The Unit has a wheelchair Lift to provide access between the first-floor entrance lower level and first floor upper level.
 - The second floor consists of two apartments. Each apartment has one living room, one bedroom, a kitchenette, a bathroom, and a mechanical room. It also contains a washer / dryer hookup for each apartment.
 - The third floor consists of two apartments. Each apartment has one living room, one bedroom, a kitchenette, a bathroom, and a mechanical room. It also contains a washer/ dryer hookup and two closets
 - The fourth floor consists of one apartment with a living room, two bedrooms, one kitchenette, two bathrooms, a laundry closet, and a mechanical closet, the unit also has access to a private roof terrace located at the front side of the building, and a balcony located at the rear side of the building.
- The deck finish of the terrace is appropriate for daily foot traffic and use as a terrace. All metal deck shall have a minimum thickness of 20 gage and a minimum working stress of 20,000 psi. Roof will be installed with adjustable pavers and pedestals will be installed with drainage mat protection board and PSI rated ISO. The membrane will remain protected but not included in the membrane warranty. There will be ½" GP Dennis board hardworking, 2 ply firestone roofing system, app10 firestone roofing system, 4" corners and 13" rubber to walls with a 10 year guarantee for the labor.

The electric meter room and water meter room are in the cellar, as well as the Sprinkler room, access to the rear yard is available from the cellar level.
There will be an audio/video intercom system for all residential units,
The Intercom is Aiphone GT SYSTEM that's the model. 1 Year Warranty, Security cameras are Hikvision with 3 years warranty

3. Drives, Sidewalks and ramps:

Existing sidewalk is concrete. Existing sidewalk will be repaired meeting NYC Department of Transportation (DOT) standard specifications as part of the improvements. Sidewalk providing access to the building shall be new, free of tripping hazard & ponding; that the condominium shall be responsible for maintaining the sidewalks per the requirements of DOT. All sidewalks shall be ADA compliant. All sidewalks shall be designed to drain storm water away from the building and its foundation.

i. Paving:

The existing street is in fair to good condition. As part of the improvements, new asphalt roadway will be installed up to 5 feet from the curb for the entire length of the property.

ii. Curbing:

New concrete curbs will be installed along Bainbridge Street for the length of the property as per DOT Standards.

iii. Catch basins, drainage: Existing catch basin on Bainbridge street is in fair condition. iv. Street lighting: Provided by the City of New York.

v. There are no Right of Egress restricted declarations associated with the property.

D. Utilities:

Water:

There is an existing 12-inch diameter water main fronting Bainbridge Street serviced by the New York City Water Board as per the provided property survey. A tap connection will be made to the building and will be billed from common charges as the rates set by the Water Board in accordance with the water meter reading of actual consumption.

Sewer:

There is a public owned 12-inch public sewer line fronting the property on Bainbridge Street and are currently maintained by the City of New York, Department of Environmental Protection. The existing connection to the sewer will remain and checked by the master plumber if repair is required, no Sewage Ejection pump is provided for this building.

Gas:

N/A "There will be no Gas connection to the building"

Electricity:

Con Edison Company will provide the service of electricity usage. There will be one meter for each residential unit and one for the residential public common areas.

Telephone:

Telephone service will be provided by Verizon and will be subscribed by the owner of each condominium unit.

Cable Television & Internet:

Cable television and Internet service will be available from Verizon.

E. Landscaping and Enclosures:

- a. There will be one new street tree fronting the property
- b. There is an Existing Tree in the rear yard and some plated areas.
- c. The Front yard will be only partially planted with Grass as per DOB approved plans according to Quality housing fronting requirements, No other planting type will be provided.
- d. The rear yard will be partially planted with Fescue Multipurpose 12 ft. Wide x Cut to Length Artificial Grass, No other planting type will be provided.
- e. No Fence will be provided, New 6.0' wood fence has been provide at the rear yard around the three property line sides.
- f. No gates will be provided in this property.
- g. No retaining walls have been provided for this property.

F. Building size:

1. Total building height: Approximately 46'6" to the upper roof level
2. Crawl spaces: None
3. Number of cellars: One
4. Number of floors: 4 floors in addition to cellar& Bulkhead.
5. Equipment rooms: Equipment rooms are in the cellar, and one mechanical room are provided inside each unit from the first floor to the fourth floors.
6. Parapet: Parapets and railings will be 3'-6" high.
7. Floor to ceiling height:

Cellar	+/- 7'-5"
1 st floor	+/- 8'-11"
2 nd floor	+/- 8'-9"
3 rd floor	+/- 8'-8"
4 th floor	+/- 8'-9"

8. Occupancy:

There are (6) condominium residential units. The unit breakdown is as follows:

Residential Unit & Bedroom Schedule

Floor	UNIT TYPE					# of Residential Units	# of Commercial Units
	0 BEDROOM	1 BEDROOM	2 BEDROOM	3 BEDROOM	COMMERCIAL		
Cellar	0		0	0	0	0	
1st Floor	0	0	1	0	0	1	
2nd Floor	0	2	0	0	0	2	
3rd Floor	0	2	0	0	0	2	
4th Floor	0	0	1	0	0	1	
Blk HD	0	0	0	0	0	0	
TOTAL	0	4	2	0	0	6	

G. Subsoil Condition :

- Environmental status; According to BIS, building does not have any environmental restrictions such as little E or RD
- No uneven foundation movement or settling has occurred.
- According to the attached Soil report, completed by GIO TECH CONSULTANTS, LLC, ON 08/25/2018, No Moisture or seepage or ground water infiltration have been found at the time of the inspection.
- No Danger from flooding due to water table or overflow from other bodies of water, and no potential for mudslides or erosion exists
- The New Building foundation have been designed to support the building calculated load.
- Flood Zone: According to FEMA maps, building is not located within any flood zone
- Please refer attached soil report by GTC.

H. Structural system:

- a. The building have been provided with new reinforced concrete foundation walls with a minimum comprehensive strength of 4,000 psi., the new foundation wall was built against the existing building foundation walls, the Existing building foundation walls to remain.
- b. The building has existing Brick load bearing party walls located at the east and west side to remain.
- C. The North, West and East new perimeter walls shall be bearing walls and consist of new heavy gage galvanized steel studs with stucco finish on the exterior side.
- d. The upper roof bulkhead extension is consisting of New gage galvanized steel studs wall at the west side, the other three sides are new 8" reinforced CMU block wall and Stucco finish.
- e. All the floors and roof structure are built with new 2 ½ Light Weight concrete topping with welded wire fabric reinforcement over 22Ga Galvanized floor metal deck.
- f. NO Sub-grade Drainage system have been provided for the existing foundation, no waterproofing has been provided for the existing foundation
- g. Interior partitions and floor/ ceiling assemblies are designed to exceed the minimum code requirement STC rating of 50 through the use of batt sound attenuation blankets.

1. Seismic requirement

The building is designed in accordance with the seismic provisions of the 2014 NYC Building Code, Structural Occupancy Group II, Seismic Design Category B.

1. Exterior of building:

a. Walls:

The exterior walls are new heavy gage galvanized steel studs and masonry construction as follows: North, South, East and West walls will consist of stucco finish, Continuous Rigid insulation on the proposed walls, and Foam Spray insulation (R-13) in between the new metal studs, a new furrou of metal studs to be added to the existing brick walls with R-13 Foam Spray insulation in between the studs. All walls shall be provided with a continuous weather resistant barrier to prevent water intrusion. All assemblies shall meet the minimum requirements of the 2016 NYC Energy Conservation Code.

-The Existing Exterior walls are brick, minor patching and repair was applied, a layer of Rigid insulation and stucco finish was applied on the front and rear existing wall to continue with the new top wall addition finish. all Exterior walls are two-hour fire rated.

b. Windows:

Windows, patio doors, and sliding doors will be a combination of fixed and operable Casement with double insulated, double glazing, low e glazing and manufactured by Pella Windows or Equivalent, the windows shall be aluminum clad with aluminum or polyurethane thermal breaks. Windows shall be installed with head and pan and sill flashing as required. All lintels shall be corrosion resistant, and all joints shall be caulked. This building does not contain any Lot Line Windows, all Windows To be provided with screens, no window guards are provided.

warranty: First 2 years: Limited Product and Installation Warranties. Coverage, including labor, for product and installation related issues is free, year 3 through 10: Limited Product Warranty and Installation Service Agreement. Coverage for product related issues (as defined by your product warranty). Coverage for installation related issues.

Window Lintel and Sills: First and second floor front window opening Stone lintels to remain, new Cold formed steel beams above all new windows located at Rear side of the first floor, second floor, front, and rear side of the third floors, fourth floor and Roof bulkhead. Front windowsills at first and second floor are Stone to remain, new Cold formed steel Studs installed for the new windows sills located at Rear side of the first floor, second floor, front, and rear side of the third floors, fourth floor and Roof bulkhead.

c. Landmark status:

This building is not located in a Landmark District.

d. Local Law 11/98:

Local Law 11 of 1998 (LL 11/98) mandates the periodic inspection of the exterior walls and appurtenances of buildings greater than six stories in height. This local law is not applicable to this building.

2. Parapets and copings:

Upper Roof parapet walls will be as follows: 3'-6" high with Aluminum flashing, and iron railing, the lower Ladder, upper Ladder and upper roof Railing is Iron, the new gooseneck is galvanized steel.

3. Chimneys and caps:

No flues or Chimneys will be provided for this building.

4. Balconies and terraces:

i. Roof Terrace: Natural stone tiles, roof to withstand daily foot traffic, including the roof finish, the terrace roof pavers are accepted by the roof manufacturer to retain the roof warranty

ii. Balustrade: N/A

iii. Railings: 3'-6" high NEW Iron Railings

a. The railings as designed shall not pose a "Ladder Effect".

b. The balconies shall be designed with perimeter drip edges.

c. All exterior metals and fastenings shall be corrosion resistant. d.

All balconies shall remain open as built.

iv. Copings: Aluminum

v. Soffits: N/A

vi. Doors to balconies and terrace: French-Doors exterior doors will be 3-0x 8-0x hollow metal flush 20ga, right hand 161, 5-1/8 frame hm, 4-1/2x 4-1/2 square spring satin chrome 35339 newsh140 hinges, cut vision in metal door 5" x 20"x 1-3/4 vision panel, v1722 5-3/4 x 20-3/4 x 1/4 wired glass, knock down frame, silencer grey 12055, energy efficient 3/8" vinyl thermal break

Note: The Roof Terrace at 4th floor, and the Upper main Roof is listed on the Sch-A for the certificate of occupancy.

vii. Lighting: All terrace and roof lights shall be wall mounted exterior grade.

5. Exterior entrances:

i. Exterior doors and frames: Aluminum frame and glass doors
a. Hardware shall be commercial grade lever type with interconnected/ emergency egress lock

ii. Vestibule doors and frames: 35-13/16" x 7-6x 1-3/4 1-panel, square sticking flat panel primed, 4-7/8 x 11/16 x 8-0x primed finger, joint flat, primed finger joint flat stop 8-0, 4x 4 5/8 radius plain bearing satin nickel 35048, prehang rh, 2-3/8 b.s. lock prep, 1" x 2-1/4" radius latch plate, full lip strike radius corner, energy efficient 3/8" vinyl thermal break

a. Hardware shall be commercial grade lever type with interconnected/ emergency egress lock

iii. Exterior stairs: Located at the front and rear side of the building for cellar access, the stairs are concrete, and will be provided with handrails& 42" guardrail at the top opening side.

v. Ramp: there will be one ramp at the main entrance of 6" rise from the sidewalk to the main entrance

v. Railings: N/A

vi. Mailboxes: U.S.P. S approved wall-mounted mailboxes are provided in the entry vestibule

viii. Perimeter lighting at terraces is wall mounted LED down-lights. Lighting over terrace doors is LED down-lights.

ix. Exterior lighting at the building entrance shall be grade surface mounted or recessed lighting and provide a minimum of 5-foot candles at the floor level for the extent of the entrance as per code, All public lighting Complies with all applicable Code.

x. The Building shall control drainage through roof detention drains which dissipate water slowly to the city sewer fronting Bainbridge Street. All paved surfaces shall be sloped to drain water away from the building and toward area and roof drains as needed.

xi. All exterior entrances shall be built free of tripping hazards and ponding.

xii. All exterior doors shall be provided with aluminum or polyurethane thermal breaks.

xiii. The building entry shall be ADA compliant and in designed accordance with ANSI A117.1

6. Service entrances:

i. Doors and frames: N/A

ii. Gates: N/A

iii. Exterior stairs: N/A

iv. Railings: N/A

7. Roof and roof structures:

i. Type roofs for all areas:

- a. Surface Finish: Stone pavers on pedestals
- b. Insulation: 10.00" Open Cell Spray Foam Insulation (SPM-50M) at exterior roof line including the 3rd floor exterior roof line. R-38 Value. Insulation between joists.
- c. Roof Type: Two ply modified bitumen roof membrane by Firestone or equal.
- d. Bond or guarantee: 10-year guarantee for labor and Materials, Commencement Date is 02/19/21
- e. Flashing: Aluminum flashing
- f. Exterior metals: All exterior metals, including fasteners shall be corrosion resistant.

Roof finish is appropriate for daily foot traffic.

Note: Occupants Cannot obstacles fire department access Path, Sponsor to provide a wet bar area no Furniture.

For Roof terrace drains above the residential units, secondary roof drain was provided, for possibility of leak damage, The property management will be responsible and will coordinate with the guarantor.

Note: The main Roof Will be an Occupied rooftop space

ii. Drains:

- a. Location: There will be four cast iron control flow roof drains located on the upper roof, and bulkhead level, two located at the front side and two at the back side of the roof, in addition two cast iron roof drains are provided at the lower roof level" Roof terrace".

- b. Gutters and leaders: Gutters and leaders are located at two sides of the two stair bulkheads draining on to the top roof floor level.

iii. Skylights -

N/A

iii. Bulkheads:

Metal stud walls,
and CMU walls with EIFS Finish.

xiv. Metal work at roof levels:

a. Railings:

42" high Iron railing on the top of the bulkhead

- b. Hatches to Roof: None

- vi. Rooftop facilities: front Rooftop side is for public access.

- a. The front roof terrace is approximately 227 sf, the dimensions of the roof terrace vary, this Roof terrace has a private access from the upper South side apartment "4B, the Roof will be provided with two cast iron control flow roof drains
- b. The roof terrace shall be code compliant, FDNY Roof access is provided from the front to the rear side of the Roof according to section FC. 504.4, there is a ladder going from the front setback wall at the 3rd floor to the upper roof side.

8. Fire escapes: None

9. Yard and Patio:

None

i. Paving:

All New Paving stone walkway to rear Partially yard" partially planted" Fescue Multipurpose 12 ft. Wide x Cut to Length Artificial Grass

ii. Drainage:

One area yard drain at the front and rear side of the cellar.

iii. Railings:

Provided for the new rear steps to rear yard access

iv. Stairs:

New Concrete steps to rear yard

v. Fencing:

6.0 vinyl Fence will be provided on the rear yard parameters with the adjacent building's yards.

vi. Walls:

N/A

vii Access

Rear yard access is provided from the Cellar Level through a corridor to the Front yard with Concrete steps located at the front side of the building, the rear yard area is approximately 725 SF.as a common element

10. Interior stairs:

i. Number of stairs:

There will be one NEW public egress stair from the first floor to the roof level, all Existing wood stairs have been demolished.

- | | | |
|-------|---------------------|--|
| ii. | Enclosure: | 2-hour fire-rated reinforced CMU block walls, Part of the wall enclosure are built of metal studs 20G, provided with two layers of Gypsum board type "X" Dry wall on each side for two hour fire protection typical for all floors |
| iii. | Stair construction: | Steel steps, concrete landings |
| iv. | Stringers: | Steel |
| v. | Treads: | Steel with concrete filling |
| vi. | Risers: | Steel |
| vii. | Guard rails" | Steel railing |
| viii. | Balustrade: | Steel railing |
| ix. | Lighting: | Ceiling mounted |

11. Interior doors and frames:

Note: All Fire Doors require annual inspection as per NFPA 80.

- | | | |
|----|--------------------------------------|---|
| a) | Unit entrance and interior Doors | 1-1/2 hour fire rated Steel metal door with metal frame self-closing Peepholes shall be provided in entrance doors of each dwelling unit. manufactured by S. Parker Hardware, Model #1606, MEA 1027-05-SM |
| b) | Interior doors and frames: | All interior doors are hollow wood door and wood frame |
| c) | Corridor doors and frames: | 1-1/2 hour fire rated Steel metal door and metal frame self-closing, manufactured by S. Parker Hardware, Model #1606, MEA 1027-05-SM, 1 1/2" HR FPSC with welded frame |
| d) | Stairwell doors and frames: | 1-1/2 hour fire rated Steel metal frame self-closing, manufactured by S. Parker Hardware, Model #1606, MEA 1027-05-SM, 1 1/2" HR FPSC with welded frame. |
| e) | Roof doors, cellar doors and frames: | 1-1/2 hour fire rated Steel metal frame self-closing, manufactured by S. Parker Hardware, Model #1606, MEA 1027-05-SM, 1 1/2" HR FPSC with welded frame |
| f) | Exterior Main entrance Door | Masonite Doors that come in a variance of sizes, all to have satin nickel finishes. Manufactured by PBI Doors. 31 Masonite Doors in total. |
| g) | Vestibule Door | Metal door that comes in a variance of sizes, all to have satin chrome finishes and silencer grey 12055 finish. Manufactured by LIF Doors. |

12. Elevators: none

13 Wheelchair Lift; a Wheelchair lift will be installed to provide access between the 1st floor lower entry level and 1st floor upper apartment level, the wheelchair is for the 1st floor apartment private use not for public use.

- Wheelchair Lift Manufacturer: Savaria,
- MODEL: PAL
- TYPE: CPFS
- warranty: 36 month warranty on parts, 1 year warranty on installation
- Capacity in pounds: 750 lbs.
- Automatic : yes it is automatic
- Location of machine rooms: Machine rooms are not required
- Floor, wall material and lighting: lighting of 100 lx min at platform and landings, lighting with switch and electrical gfcı outlet in hoistway pit. floors to support load of 3200lbs, this includes impact. floors will be anti-skid paint (grey). walls to support load of 472lbs. contractor to assure that building and shaft will safely support all loads imposed by the lift equipment. mast to be securely fastened to the structural support wall.
- Alarm, safety system: the safety underpan is located under the platform. the underpan has sensors that detect any obstacles and stop the downward travel of the lift. this is optional on enclosed units and required on open hoistways. the safety brake stops the platform in the event of chain failure. when the platform is in operation, the chain tension keeps the brake mechanism up so that the brake's cam doesn't interfere with the tower track. if a chain failure occurs, the brake mechanism comes down (figure 9) and the brake cam stops the platform. pressing one of the red emergency stop buttons during travel will stop the lift immediately and activate the alarm. the emergency stop overrides the landing (call/send) stations. pull the emergency stop out to return the lift to normal operation.

I. Auxiliary facilities:

1. Laundry Facilities:

All apartments will be equipped with a hook up connections for a washer and a dryer for each unit, All provided Dyers are electric units.

Sponsor is providing the washer and dryers, apartments 1A,2B,3B&4A will be equipped with stacked Electrical Washer& dryer LG

Washer model# WM3500CW & the Dryer model# DLE3500W Vented Electric Dryer, the other units will be equipped with Combo washer/ Dryer Summit model number TDCM1135, this is a non Vented Condensing Ductless unit.

- 2. Refuse disposal: Exterior located in front side of the building, by the front yard.
- 3. Private Storage Rooms: None.
- 4. Bike Storage: None.

J. Plumbing and drainage:

- 1. Water supply: 4" combined Domestic and sprinkler service will be supplied "L" hard drawn copper tubing or ductile cast iron (exterior piping) cast iron (exterior piping) service pipe from a city water main at Bainbridge Street. The domestic water branch

will be 2" in size. The material of indoor domestic water piping is type "L" hard drawn copper tubing. The main shut off valve and back flow preventer is located in the water meter room at the cellar.

The Roof will be provided with new four storm drains, the lower roof will be provided with two storm drains, the drains are connected to separate storm cast iron risers running down to the cellar level, connected to separate new House trap for storm drainage, to the Existing main building combined sewer line, The storm drain system will not have a pump, they will be using a Sewer Trap Only.

- i) Cold Water service piping Material: 2" and Up: Ductile iron and fittings with mechanical joints Cold Water: Above Ground-Interior
- ii) Material: Type L (blue color bar) copper tubing with wrought copper solder joint fittings suitable for soft soldering; Brass, seamless drawn pipe, regular weight with cast bronze fitting; Groove copper pipe and grooved fittings for 2" and above. Copper tubing for short branch connection to plumbing fixture. Mechanically formed tee fittings may be used in lieu of solder-joint tee fittings. Cold water piping shall be insulated throughout";
- iii) The hot water piping material will be copper, type "L". Hot water piping shall be insulated throughout;
- iv) Insulation CW: All concealed and exposed cold water supply piping (which is not laid in the ground) including flanges, fittings and valves.

Insulation for cold water piping shall be 1" thick for pipe sizes up to and including 2" and shall be 1-1/2" thick for larger pipe sizes. Thicknesses indicated are based on insulation having a conductivity (k) not exceeding 0.27 BTU per inch/h x ft² x °F Insulation HW: All concealed and exposed hot water supply piping (which is not laid in the ground) including circulation and booster piping, tempered water piping, flanges, fittings and valves. Insulation for hot water piping shall be 1" thick for pipe sizes up to and including 3" and shall be 1-1/2" thick for larger sizes. Thicknesses indicated are based on insulation having a conductivity (k) not exceeding 0.27 BTU per inch/h x ft² x °F

- 2. Fire protection system:
 - i. An automatic sprinkler system is provided from the cellar to roof level.
 - iii. Sprinkler heads: 165 degrees F temperature rating.
 - iv. Siamese connection: One located on the front building wall at Bainbridge Street.
 - iv. Sprinkler system is equipped with a sprinkler alarm system that includes tamper and flow switches at all floors along with remote annunciator panels and pull stations in the building lobby
 - v. The main sprinkler riser and branches are Black steel pipes, no Standpipe system, or hose racks are provided for this building, all Sprinkler heads are concealed, Some side wall heads have been provided in mechanical closets, and stairs area.
- 3. Water pressure: According to the hydrant flow test performed by the NYCDEP Bureau of

Water and Sewer Operations on 08/23/2018 at 12:17 PM, the static pressure taken on 12 inch water main which is fed from two directions on the North side of Bainbridge Street 1st hydrant West of Saratoga Avenue was 50 pounds per square inch. The residual pressure at that point was 48 pounds per square inch when 500 gallons of water per minute were flowing from the North side of Bainbridge Street second Hydrant west of Saratoga Avenue.

4. Sanitary sewage system: The sanitary house drain, house trap and house sewer of the entire building are connected by gravity to a 12" city owned, Sanitary sewer on Bainbridge Street, the Sewage piping materials are cast iron
5. No ejector pump utilized.

K. Heating:

1. Heating system: Heating is provided from the new Electric Heat pumps, provided for each unit. There is one outdoor condenser located on the roof for each apartment/ Rear yard and each unit will be provided with a floor mounted furnace and controlled by a dedicated thermostat. All unit heating & cooling units shall be as specified below or equal. Individual unit owners will be responsible for maintenance and replacement of the equipment. In addition, there will be electric heater installed in the building entry, stairs and stairs bulkhead.
Each unit will have a dedicated Electric hot water heater located in each unit.
2. Number of HVAC's and hot water heaters: 6 split air systems and 6 hot water heaters.
Manufacturer of HVAC's: See schedule below. All units have a limited parts warranty and optional labor warranty available, information provided shall be as specified or equal
THERE WILL BE HEATING AND COOLING SPLIT SYSTEM, 6 AIR HANDLERS AND 6 CONDENSERS, MANUFACTURER IS RHEEM, MODEL NUMBER RH1T/RH2T-SERIES CONSTANT TORQUE MOTOR (ECM) EFFICIENCIES UP TO 16 SEER.
The system was designed on base ambient temperature for the heating as 70 degrees, and cooling base on 75 degrees.
NOTE: All air handlers will be provided with supplementary Duct heaters as a secondary source of heat as provided in the following schedule

Floor	Unit Make Or equivalent	Model Number Or equivalent RH1T/RH4T-SERIES CONSTANT TORQUE MOTOR (ECM)	Rated Heating Capacity	Rated Cooling Capacity	Min Heat / cooling CFM	Standard limited Warranty	ELEC DUCT HEATER
Cellar-1st floor unit	Rheem High Efficiency air handler	Model # RH1T4821STANJA	48,000 btu	48,000 btu	1440	Conditional Parts (Registration Required)Ten (10)	7.2 KW.

2nd & 3rd floor units		RH1T2417STANJA	24,000 btu front and Rear units	24,000 btu front and Rear units	720	Years	4.8 KW
4th floor unit		RH1T3621STANJA	36,000 btu	36,000 btu	1080		4.8 KW.

For outdoor Units:

Floor	Unit Make Or equivalent	Unit Type	Capacity	EER /SEER	Min outdoor temp for cooling mode/ Max outdoor temp for cooling mode	Model Number Or equivalent
Cellar-1st floor unit	Rheem High Efficiency Condensing unit	Heat Pump	4 T	11.5 /14	55 F 125F	RP1448AC1NA
2nd Floor & 3rd floor units	Rheem High Efficiency Condensing unit	Heat Pump	2T	11.5 /14	55 F 125F	RP1424AJ1NA
4th floor unit	Rheem High Efficiency Condensing unit	Heat Pump	3T	11.5 /14	55 F 125F	RP1436AC1NA

4. Manufacturer of The Electric hot water heater for Each unit :

Information provided shall be as specified or equal, Provided by AO Smith and have 30 -gallon \, the ENS-30-110/ 4.5 KW for the one bedroom apartments, 40- Gallon ENS-40-110/ 4.5 KW for the Two bedroom apartments, Short Tank delivers a first hour rating of 20.7-GPH With EER of 0.96/ 14to 15 SEER , this water It carries a 6-year limited tank warranty.

5. Type of controls: Individual thermostat for heating and cooling inside apartment units. All HVAC units will be controlled by a dedicated thermostat.

6. Fuel: Electric Heat Pumps. Electric for space heating.

7. All exterior metals, including fasteners shall be corrosion resistant;

8. All rooftop piping shall be properly insulated;

9. Duct construction shall be following Table 603.4 of the NYC Mechanical Code.

Insulation shall be following low pressure ducts and shall have a minimum R-5 insulation when located in unconditioned spaces and with a minimum R-8 insulation when located outside the building. When located within a building envelope assembly, the duct or plenum shall be separated from the building exterior or unconditioned or exempt spaces by a minimum of R-8 insulation

10. All Dunnage shall be primed and receive two coats of paint.

11. All rooftop mechanical equipment shall be installed on isolators or integral curbs and or dunnage in order to mitigate sound and vibration, in addition, the roof/ ceiling cavity shall be provided with sound attenuation batt insulation

L. Gas supply: No Gas supply in this building

. M. Air conditioning:

1. Type of system: Each apartment is equipped with one Cooling/heating split unit. Cool and hot air is distributed throughout the apartments via a mechanical duct system. Individual unit owners will be responsible for maintenance and replacement of the equipment. Energy efficiency rating varies between models see table below.

Floor	Unit Make Or equivalent	Model Number Or equivalent	Rated Heating Capacity	Rated Cooling Capacity	Min Heat / cooling CFM	ELEC DUCT HEATER	Standard limited Warranty
Cellar-1st floor unit	Rheem High Efficiency air handler	RH1T4821STANJA	12,000 btu 48,000 btu	12,000 btu 48,000 btu	1440	7.2 KW.	Conditional Parts (Registration Required)Ten (10) Years
2nd Floor & 3rd floor units	Rheem High Efficiency air handler	RH1T2417STANJA	24,000 btu front and Rear units	24,000 btu front and Rear units	720	4.8 KW	
4th floor unit	Rheem High Efficiency air handler	RH1T3621STANJA	36,000 btu	36,000 btu	1080	4.8 KW.	

N. Ventilation:

1. All bathrooms are provided with 80 cfm, continuous duty exhaust fans Miseno Ultra Quite with 0.3 Sones and HVI, Exhaust fan with LED lighting mod modle # MBF050LWH or equivalent. Each kitchen is equipped with 100 cfm controlled by a timer. A fixed window will be provided for natural light and louver at the stair bulkhead to provide fresh air into public stair. Apartment living rooms and bedrooms have minimum 10% of room size (per code) operable clear glass windows facing the street or rear yard that provide light and natural ventilation.
2. The Cellar will be provided with mechanical ventilation to supply a minimum 0.05 CFM/sq.ft. of outside air as required by NYC Mechanical Code.
4. All proposed mechanical equipment has been certified by various NYC approved agencies. Noise emission ratings are within the acceptable levels.

O. Electrical system:

Electric Service to the building is provided by Con Edison Company at 120/208 Volt, 3 Phase, 4

Wire, 60 Cycles to 800 Amp electrical distribution switchboard located at ground floor electric service room. Electric service to base-building utility is from a 400 Amp, three phase, 120/208 Volt Con Edison Company meter and fused disconnect switch. Electric service to each apartment is from a 85 Amp, single phase, 120/208 Volt Con Edison Company meter and fused disconnect switch. Apartment panels at each apartment are rated at 85 Amp, single phase, 120/208 Volt, circuit breaker type.

All electrical wiring materials are mixed, to be installed is in accordance with the requirement of the City of New York, Electrical Control Bureau and the New York Board of Fire Underwriters. No Generator will be provided for this building

1. Service from main service: Electric service shall be 110/208-volt, 400Amps single-phase service connected to the main switch panel to be in the cellar electric meter room. There will be a total of 7 meters.

2. Service to individual units: Each unit will be supplied with 80 amperes Three wires 110/208-volt, 1 phase. Each unit will have separate fixtures and convenience outlets installed in accordance with the NYC Electrical Codes including separate outlets for air conditioning equipment.

3. Adequacy:

i. Service: Each unit has 30 circuits. The electrical system is adequate to handle all modern appliances and air conditioners. Each unit has at least one hard wired/battery backup operated combine smoke/carbon monoxide detector at the hall to the bedroom area.

ii. Lighting and fixtures: Lighting Schedule:

Item	Location	Description	Lamps/Power	Maker
1.	Entrance -Foyer	Chandelier Antique Bronze	Archer E12 LED 60 watt EQ	Bailey 6-Light Sputnik
2.	Apartment Rooms	4" Mini Square	11-watt E 110V	Sunco Lighting
3.	Bathroom/Powder Rm	4" Mini Square	11-watt E 110V	Sunco Lighting
4.	Bathroom/Vanity	4" Mini Square	11-watt E 110V	Sunco Lighting
5.	Unit 4A lobby	Globe Pendant Black /	40-watt E 110V	Emil 3 -Light Cluster
6.	Hallway-Landings	Flush Mount Black/ Clear Shade	8W Dimmable T10 LED Tubular	Emil 1-Light Simple Globe Sem
7.	Apartments/entrance	Step light Black		Sunay Round LED
8.	Unit 4A& Cellar rear Exterior lighting fix	Lantern Textured black		Triplehorn Outdoor Wall
9.	Exterior main Entrance light	Outdoor Armed Sconce Black	LED	Erick LED Outdoor
10	Exterior Front side	Armed Sconce/ Black	LED	Waterton LED
11	Kitchen	4" Mini Square	11-watt E 110V	Sunco Lighting
12	Kitchen Counter top 4A	Chandelier	24-watt E 110V	Surry Hills Dual

Note information provided shall be as specified or equal, All public area lighting complies with all applicable Codes.

4. Electrical Safety

- a. AFCI & GFCI shall be provided in areas as required.
- b. Tamper-Resistant receptacles shall be installed in children play areas;
- c. Water-Resistant receptacles shall be installed for exterior areas.
- d. Three-way switches or occupancy sensors shall be provided in the cellar.

P. Intercommunication, Security cameras and/or door signal systems:

The building will be equipped with a closed circuit security camera system monitoring common areas of the building, with viewing equipment located at the Cellar level. The cameras are capable of covering immediate area around their location and will not necessarily cover all of the areas involved. The manufacturer for the security cameras is Hikvision and comes with a 3 year warranty. The manufacturer for the intercom is Aiphone and the model number is GT Series. There is a 1 year warranty on this item.

Q. Public area lighting: All public areas have energy-efficient compact fluorescent lighting and illumination levels conforming to the standard requirements.

R. Garages and parking areas: N/A.

S. Permits and certificates:

The following permits listed are required with their respective agencies: Department of Buildings:

- i. Alteration type "1" construction permit
- ii. Plumber's affidavit and permit
- iii. Sprinkler permit
- iv. Electrical permit
- v. Fire alarm
"Separate permit"

Note: Fire alarm central station is Statewide monitoring, Fire Alarm panel is located in the Cellar electric room – warranty is for one year on parts and installation

- vi All Fire Doors require annual inspection as per NFPA 80.

Department of Transportation:

- i. Sidewalk and pavement permit for side walk repair and street paving Repair.

Department of Environmental Protection:

- ii. Domestic and Fire water tap permit

NY. City Landmarks Preservation Committee

- i. NA

T. Violations:

Department of Buildings Violations

There are three open ECB violations; 35520965N, 35479604X& 35479605H

There are three open DOB violations; V 022319UB3542/19 & V 090220AEUHAZ103492

The Partial Stop work Order has been lifted by the department of building, the violation was issued for using Different type of the floor joists than what was described on the approved plans, however plans were amended and approved by DOB after The structural engineer revaluated the new floor joists.

All violations should be cleared prior to final building CO.

U. Unit information:

All condominium unit plans are shown on attached floor plans.

Note information provided shall be as specified or equal

V. Required inspections after the building is in operation:

Sprinkler backflow preventer, and fire alarm system require annual inspection, no boiler has been provided for this project

1. Finish material used:

Note: No material containing asbestos was used in this construction., information provided shall be as specified or equal

Location:	Sub-floor:	Floor:	Walls:	Ceiling:
Living/Dining Room	Concrete	Wood floor	GWB/PNT	GWB/PNT
Kitchen	Concrete	Ceramic	GWB/CT	GWB/PNT
Bedroom	Concrete	hardWd Flr.	GWB/PNT	GWB/PNT
Bathroom	Concrete	Porcelain	WCB/PT	MRGWB/PNT

Finishes

Flooring. Grove 6"x24" Ceramic Wood – Light Stain Satin Ploy

Walls (1) coat Primer/ (2) coats Flat Paint by Benjamin Moore (typical)

Wood Floors:

Thickness of the wood floors is ¾" as per plans. The underlayment will be ¾" plywood. Floors will be hardwood 5" White Oak # 1 common, manufactured by Graf Brothers that are sanded with 2 coats of polyurethane. Unfinished, it does not have a warranty.

2. Bathroom Fixtures:

2.1. Bathrooms

Item	Manufacturer or Equivalent	Model or Equivalent
Toilet Cotton white	TOTO	MS446234C EMG or equivalent
Lavatory/Vanity white	Dakota	DA30WH or equivalent
Bathroom Mirror Brushed Stainless Steel	Signature Hardware	338378 or equivalent
Shower Head Chrome finish	Brizo	bci2979039 or equivalent
Bathroom Vent	Miseno 80 CFM	MBF080LWH or equivalent
Lavatory Faucet Chrome	Parma	CBGG1069 or equivalent

2.2. Powder Rooms "Cellar half bathroom"

Item	Manufacturer	Model
Toilet Cotton white	TOTO	MS446234C EMG or equivalent
Lavatory/Vanity white	Dakota	DA30WH or equivalent
Bathroom Mirror	Elegant Lighting	MR43036WH or equivalent

Lavatory Faucet Chrome	Parma	CBGG1069 or equivalent
------------------------	-------	------------------------

3.Kitchen equipment:

Item	Manufacturer	Model	Finish
Sink	Kraus	KHU24L or equivalent	Stainless Steel
Faucet	Macon Modern	KIB11037 or equivalent	Chrome
Refrigerator 24" for the one bedroom units	Fisher &	RS2484WRU1 or equivalent	Kitchen panels
Refrigerator 24" for the two bedroom units		RS3084WLU or equivalent	Kitchen panels
Oven for the one bedroom units	Fisher & Paykel USA	CI244DTB2N or equivalent	
Cooktop for the one bedroom units		OB24SDPTDX1 or equivalent	
Induction Range for the two bedrooms 30" 1A&4A	Fisher & Paykel USA	FFEH2422US or equivalent	Stainless Steel
Dishwasher 24" Drawer for the one bedroom units	Fisher & Paykel USA	DD24DHTI9N or equivalent	Kitchen panels
Dishwasher 24" Drawer for the two bedroom units		DD24DHTI9N or equivalent	Kitchen panels

Counter tops: 1 ¼" thick Carrara counters, 1 ¼" thick waterfall or Equivalent

Kitchen Cabinets; kitchen cabinets will be sleek modern look, American made, high quality acrylic doors, sturdy solid plywood boxes, European concealed soft closing hinges, full extension soft closing drawers, panel ready fridge, panel ready dishwasher, 1 ¼" thick Carrara counters, 1 ¼" thick waterfall, 1 ¼" thick Carrara backsplash with chrome hardware or Equivalent.

4. Laundry Equipment:

Sponsor is providing the washer and dryers, Apartments 1A,2B,3B&4A will be equipped with stacked Electrical Washer/ dryer LG
WM3500CW Washer & DLE3500W Electric Dryer

Fore Apartments 2A, and 3A will be equipped with 2.7 cu. ft. All in One Combo Washer (Part number: TDCM1135) this is a non Vented Condensing Ductless unit.

V. Finish schedule of spaces other than units:

Level: 1 st Floor	Room: Lobby	Sub-floor: Concrete	Floor: Tiles	Walls: GWP/PNT	Ceiling: GWP/PNT
Cellar Accessory areas	Utilities N/A	Concrete Concrete	Concrete Concrete	CMU/ Conc GWB/PNT	GWP/PNT GWP/PNT

- W. Safety and warning devices: All residential units have hard wired with backup battery combined smoke and carbon monoxide detectors, model KN-COSM-IB as manufactured by Kidde Company or equal. All residential units are fully sprinkled.

Fire Alarm panel Station is installed at the Cellar floor- Sprinkler room, manufactured by NOTIFIER, Model# NFW-50X with one-year Warranty.

- X. The Building entrance shall comply with the Accessibility requirements of the 2014 NYC Building Code and ANSI A.117.1 2003.

Y. General Comments:

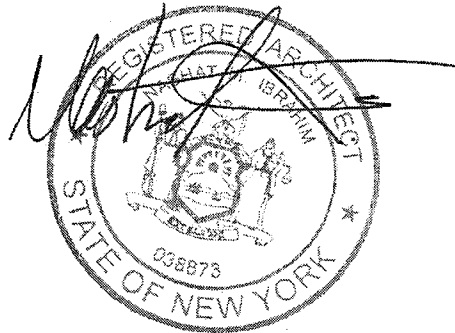
1. Although the sponsor intends to use fixtures, appliances, equipment and materials described herewith, it reserves the right to substitute fixtures, appliances and materials of equal or better quality.
2. Special Risk: Use of cellar Accessory rooms as living or sleeping quarters may result in an Environmental Control Board (ECB) violation being issued by The New York City Department of Buildings, which would be the responsibility of the unit owner to cure.
3. 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 Start-Up Sheets; Control System 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.
5. The sponsor has no plans to Alter the building to add any new additional units after construction completion
6. Lead Based paint;
All apartments, and all other public area will be painted with NEW Lead free based paint. All Existing building paint, walls and wall finishes have been removed, No HPD, DOB or ECB violation have been found concerning any Lead based paint or lead based paint hazards.
Purchasers of Units, particularly those with young children, are advised to consult with an environmental professional to determine the existence of, and any remediation of, lead-based paint.
7. Asbestos:
AS per the attached ACP-5 report, control # 3512651, Certificate# 118107, no Asbestos containing materials have been found in the existing part of the building.

Z. Tenant Protection Plan

The building will not be occupied by tenants and / or unit owners until construction is complete and the Sponsor obtains a Certificate of Occupancy.

Report Prepared by:

Nashat Ibrahim



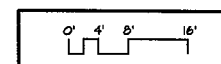
HOWARD

SARATOGA

BAINBRIDGE

(70.0' WIDE)

STREET



473 BAINBRIDGE AVENUE,
BROOKLYN, NEW YORK,
NY 11233



DIMENSIONS OF UNITS:

DIMENSIONS OF UNITS:
-THE APPROXIMATE PHYSICAL DIMENSIONS OF EACH RESIDENTIAL UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE EXTERIOR WALLS OF THE BUILDING DEFINING THE UNIT TO (A)THE OUTSIDE OF THE EXTERIOR WALLS OF THE BUILDING OR (B) THE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM ANOTHER UNIT OR (C) CORRIDOR SIDE OF THE PARTITIONS SEPARATING THE UNIT FROM THE CORRIDOR OR ANY OTHER SPACING, IF ANY, EACH UNIT WILL CONSIST OF THE VOLUME MEASURED VERTICALLY FROM THE UPPER FACE OF THE FLOORING MATERIAL ON THE LOWEST LEVEL OF THE UNIT TO AND INCLUDING THE CEILING MATERIAL ON THE HIGHEST LEVEL OF THE UNIT.

- ANY COMMON ELEMENT LOCATED WITHIN A UNIT WILL NOT BE CONSIDERED PART OF SUCH UNIT.
- THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES

-THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL
-DIMENSIONS ARE MAXIMUM OVERALL, SUBTRACT CUTOUTS.
-WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN
CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN.

LEGEND



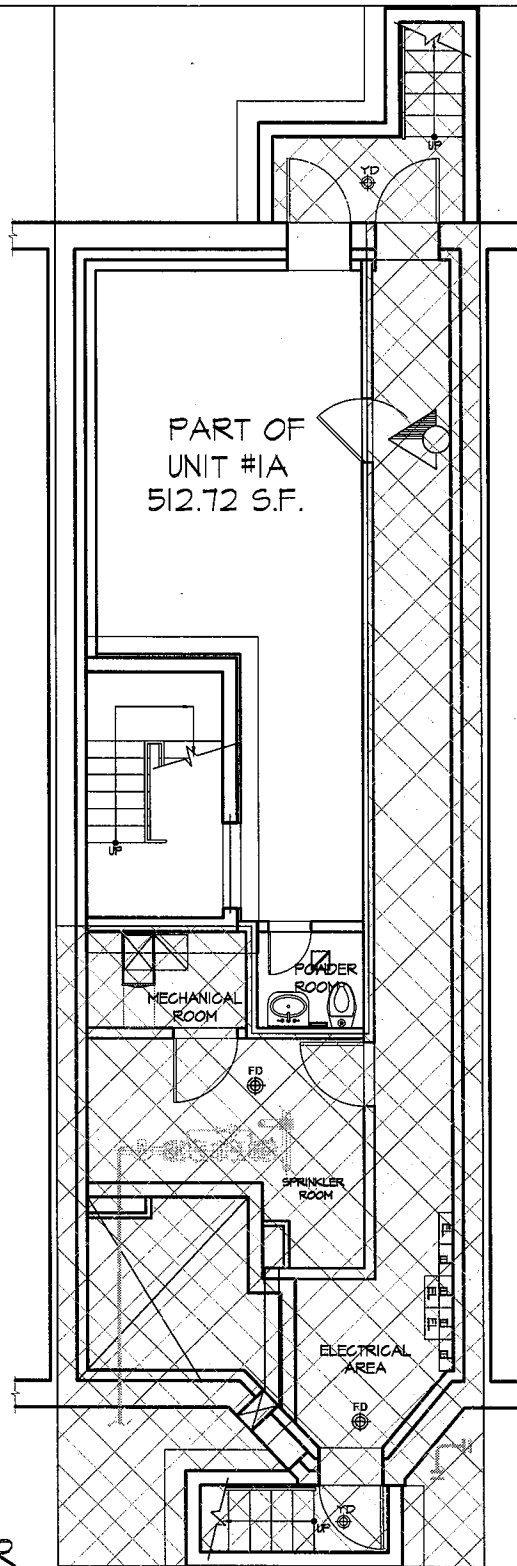
C.E. -COMMON ELEMENT



☒ L.C.E. - LIMITED COMMON ELEMENT FOR RESIDENTIAL



UNIT



473 BAINBRIDGE AVENUE,
BROOKLYN, NEW YORK,
NY 11233



DIMENSIONS OF UNITS:

- THE APPROXIMATE PHYSICAL DIMENSIONS OF EACH RESIDENTIAL UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE EXTERIOR WALLS OF THE BUILDING DEFINING THE UNIT TO (A) THE OUTSIDE OF THE EXTERIOR WALLS OF THE BUILDING, OR (B) THE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR (C) CORRIDOR SIDE OF THE PARTITIONS SEPARATING THE UNIT FROM THE CORRIDOR OR ANY OTHER SPACINGS, IF ANY, EACH UNIT WILL CONSIST OF THE VOLUME MEASURED VERTICALLY FROM THE UPPER FACE OF THE FLOORING MATERIAL ON THE LOWEST LEVEL OF THE UNIT TO AND INCLUDING THE CEILING MATERIAL ON THE HIGHEST LEVEL OF THE UNIT.
- ANY COMMON ELEMENT LOCATED WITHIN A UNIT WILL NOT BE CONSIDERED PART OF SUCH UNIT.
- THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.
- DIMENSIONS ARE MAXIMUM OVERALL, SUBTRACT CUTOUTS.
- WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN.

LEGEND

	C.E. - COMMON ELEMENT
	L.C.E. - LIMITED COMMON ELEMENT FOR RESIDENTIAL
	UNIT

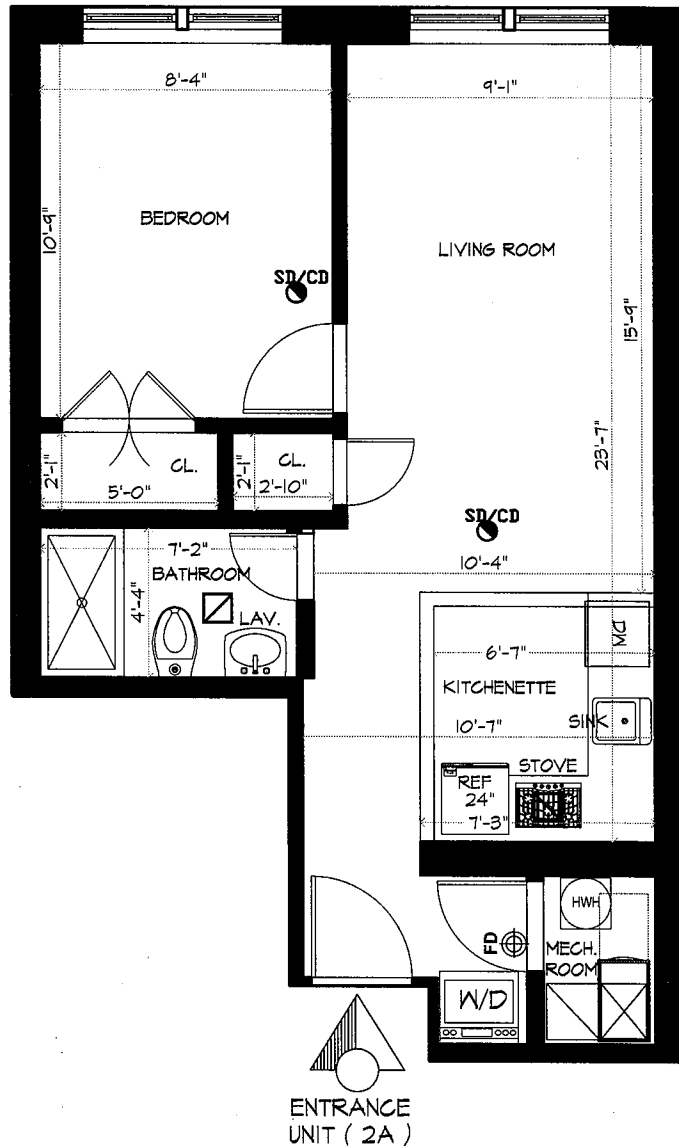
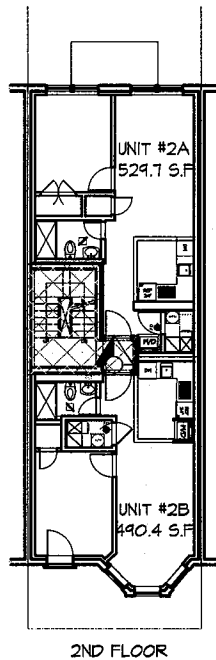
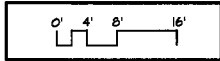
03 OF 12

RESIDENTIAL UNIT(2A)

FLOORS 2ND

- (1) BEDROOM
- (1) KITCHENETTE
- (2) BATHROOM

2ND LEVEL : 529.7 SQ. F.



473 BAINBRIDGE AVENUE,
BROOKLYN, NEW YORK,
NY 11233



DIMENSIONS OF UNITS:

- THE APPROXIMATE PHYSICAL DIMENSIONS OF EACH RESIDENTIAL UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE EXTERIOR WALLS OF THE BUILDING DEFINING THE UNIT TO (A)THE OUTSIDE OF THE EXTERIOR WALLS OF THE BUILDING,OR (B) THE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM ANOTHER UNIT,OR (C) CORRIDOR SIDE OF THE PARTITIONS SEPARATING THE UNIT FROM THE CORRIDOR OR ANY OTHER SPACING, IF ANY, EACH UNIT WILL CONSIST OF THE VOLUME MEASURED VERTICALLY FROM THE UPPER FACE OF THE FLOORING MATERIAL ON THE LOWEST LEVEL OF THE UNIT TO AND INCLUDING THE CEILING MATERIAL ON THE HIGHEST LEVEL OF THE UNIT.
- ANY COMMON ELEMENT LOCATED WITHIN A UNIT WILL NOT BE CONSIDERED PART OF SUCH UNIT.
- THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.
- DIMENSIONS ARE MAXIMUM OVERALL , SUBTRACT CUTOUTS .
- WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN.

LEGEND

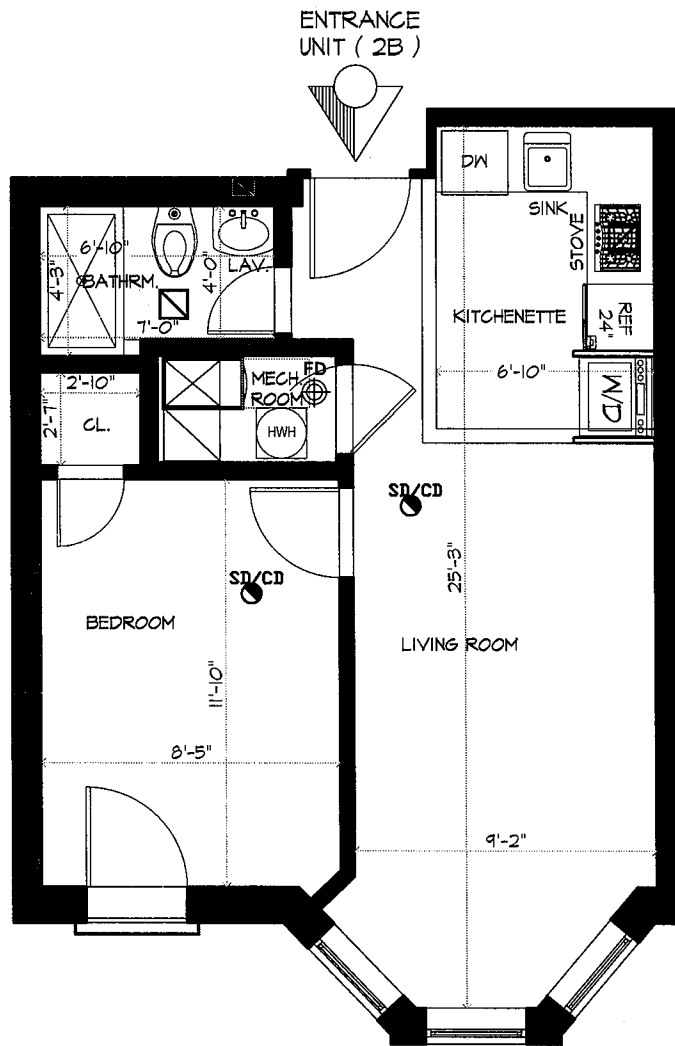
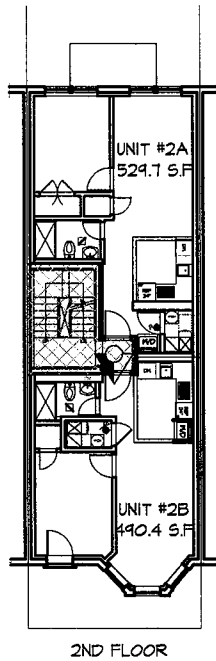
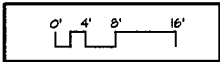
- C.E. -COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT FOR RESIDENTIAL
- UNIT

RESIDENTIAL UNIT (2B)

FLOOR 2ND

- (1) BEDROOM
(1) KITCHENETTE
(2) BATHROOM

2ND LEVEL : 490.4 SQ. F.



473 BAINBRIDGE AVENUE,
BROOKLYN, NEW YORK,
NY 11233



DIMENSIONS OF UNITS:

THE APPROXIMATE PHYSICAL DIMENSIONS OF EACH RESIDENTIAL UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE EXTERIOR WALLS OF THE BUILDING DEFINING THE UNIT TO (A) THE OUTSIDE OF THE EXTERIOR WALLS OF THE BUILDING OR (B) THE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR (C) CORRIDOR SIDE OF THE PARTITIONS SEPARATING THE UNIT FROM THE CORRIDOR OR ANY OTHER SPACING, IF ANY, EACH UNIT WILL CONSIST OF THE VOLUME MEASURED VERTICALLY FROM THE UPPER FACE OF THE FLOORING MATERIAL ON THE LOWEST LEVEL OF THE UNIT TO AND INCLUDING THE CEILING MATERIAL ON THE HIGHEST LEVEL OF THE UNIT.

-ANY COMMON ELEMENT LOCATED WITHIN A UNIT WILL NOT BE CONSIDERED PART OF SUCH UNIT.

-THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.

-DIMENSIONS ARE MAXIMUM OVERALL, SUBTRACT CUTOUTS.
-WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN
CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN.

LEGEND

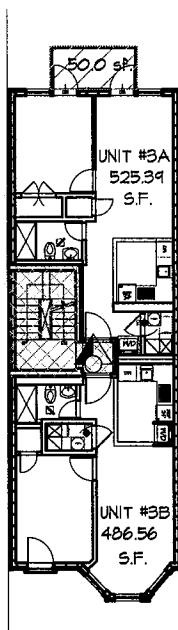
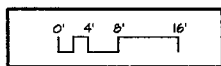
 C.E. - COMMON ELEMENT
 L.C.E. - LIMITED COMMON ELEMENT FOR RESIDENTIAL
 UNIT

RESIDENTIAL UNIT (3A)

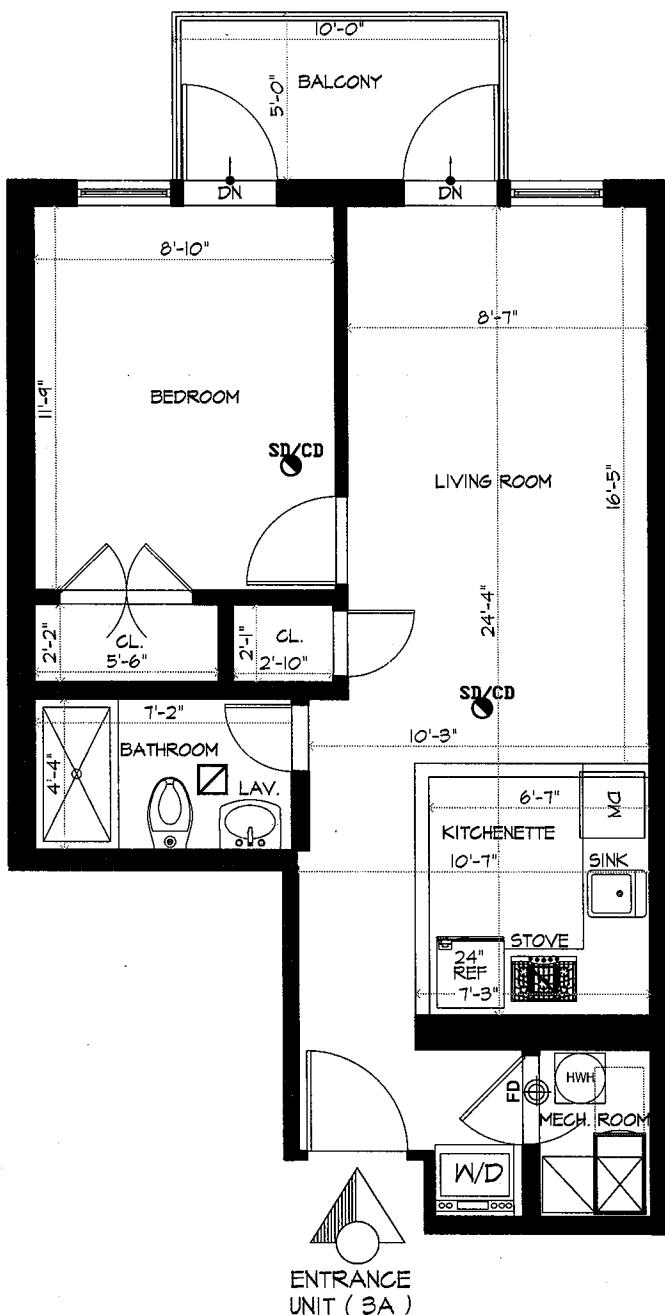
FLOOR 3RD

- (1) BEDROOM
- (1) KITCHENETTE
- (2) BATHROOM

3RD LEVEL : 525.39 SQ. F.



3RD FLOOR



473 BAINBRIDGE AVENUE,
BROOKLYN, NEW YORK,
NY 11233



DIMENSIONS OF UNITS:

- THE APPROXIMATE PHYSICAL DIMENSIONS OF EACH RESIDENTIAL UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE EXTERIOR WALLS OF THE BUILDING DEFINING THE UNIT TO (A) THE OUTSIDE OF THE EXTERIOR WALLS OF THE BUILDING OR (B) THE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM ANOTHER UNIT OR (C) CORRIDOR SIDE OF THE PARTITIONS SEPARATING THE UNIT FROM THE CORRIDOR OR ANY OTHER SPACING, IF ANY, EACH UNIT WILL CONSIST OF THE VOLUME MEASURED VERTICALLY FROM THE UPPER FACE OF THE FLOORING MATERIAL ON THE LOWEST LEVEL OF THE UNIT TO AND INCLUDING THE CEILING MATERIAL ON THE HIGHEST LEVEL OF THE UNIT.
- ANY COMMON ELEMENT LOCATED WITHIN A UNIT WILL NOT BE CONSIDERED PART OF SUCH UNIT.
- THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.
- DIMENSIONS ARE MAXIMUM OVERALL, SUBTRACT CUTOUTS.
- WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN.

LEGEND

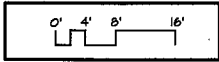
- C.E. - COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT FOR RESIDENTIAL
- UNIT

RESIDENTIAL UNIT (3B)

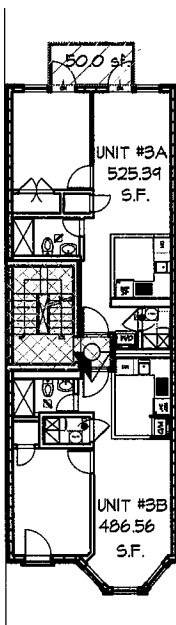
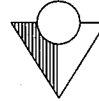
FLOOR 3RD

- (1) BEDROOM
- (1) KITCHENETTE
- (2) BATHROOM

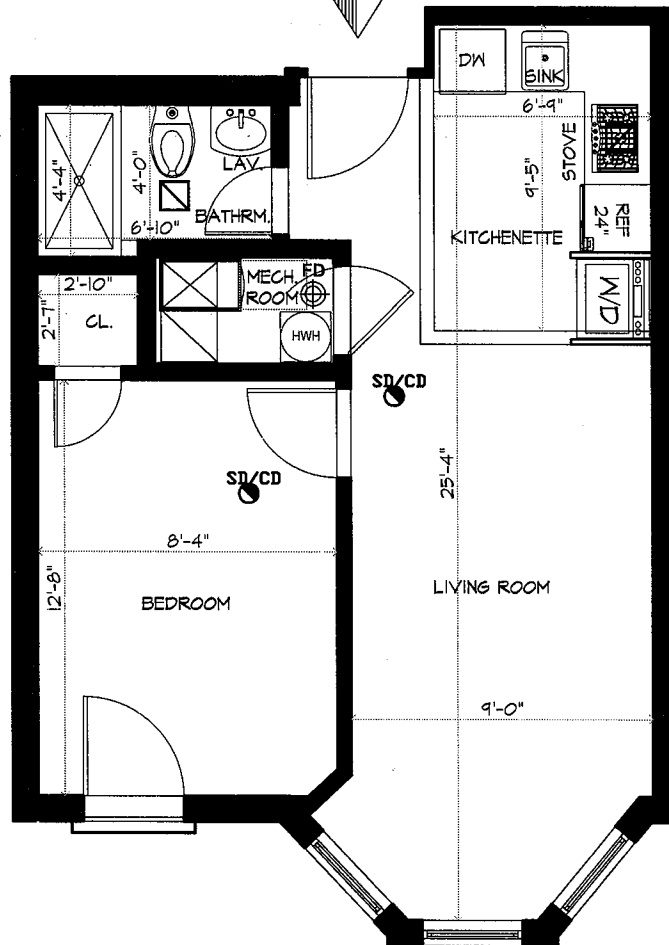
3RD LEVEL : 486.56 SQ. F.



ENTRANCE
UNIT (3B)



3RD FLOOR



473 BAINBRIDGE AVENUE,
BROOKLYN, NEW YORK,
NY 11233



DIMENSIONS OF UNITS:

- THE APPROXIMATE PHYSICAL DIMENSIONS OF EACH RESIDENTIAL UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE EXTERIOR WALLS OF THE BUILDING DEFINING THE UNIT TO (A) THE OUTSIDE OF THE EXTERIOR WALLS OF THE BUILDING, OR (B) THE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR (C) CORRIDOR SIDE OF THE PARTITIONS SEPARATING THE UNIT FROM THE CORRIDOR OR ANY OTHER SPACING, IF ANY, EACH UNIT WILL CONSIST OF THE VOLUME MEASURED VERTICALLY FROM THE UPPER FACE OF THE FLOORING MATERIAL ON THE LOWEST LEVEL OF THE UNIT TO AND INCLUDING THE CEILING MATERIAL ON THE HIGHEST LEVEL OF THE UNIT.
- ANY COMMON ELEMENT LOCATED WITHIN A UNIT WILL NOT BE CONSIDERED PART OF SUCH UNIT.
- THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.
- DIMENSIONS ARE MAXIMUM OVERALL, SUBTRACT CUTOUTS.
- WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN.

LEGEND

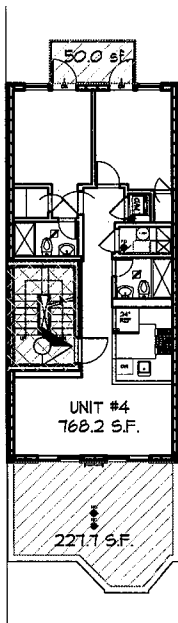
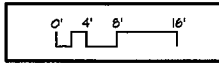
- C.E. - COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT FOR RESIDENTIAL
- UNIT

RESIDENTIAL UNIT(4A)

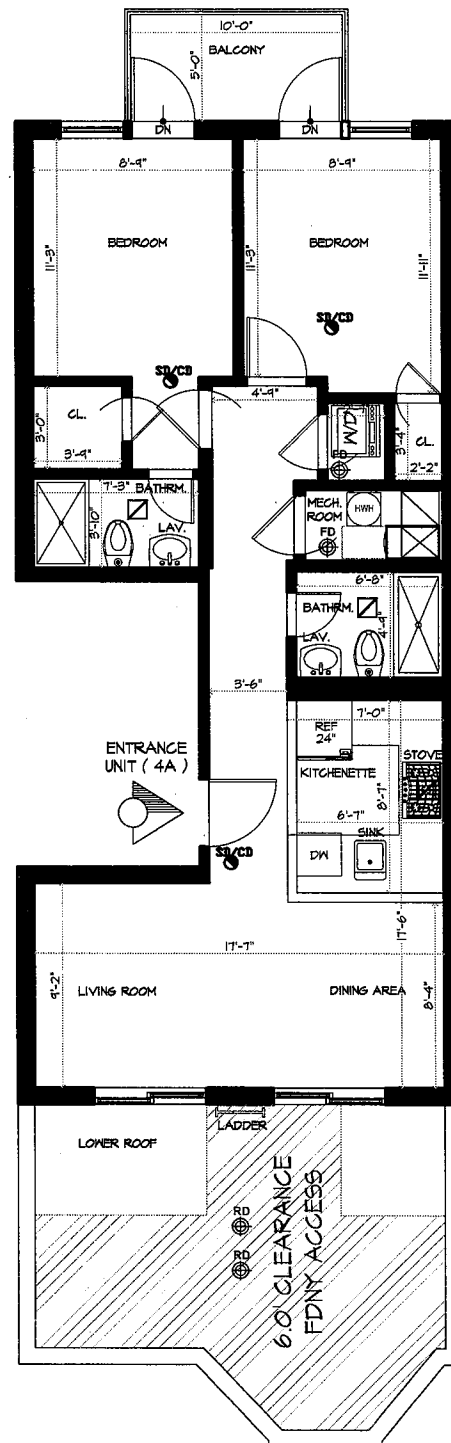
FLOOR 4TH

- (2) BEDROOM
- (1) KITCHENETTE
- (2) BATHROOM

4TH LEVEL : 768.2 SQ. F.



4TH FLOOR



473 BAINBRIDGE AVENUE,
BROOKLYN, NEW YORK,
NY 11233

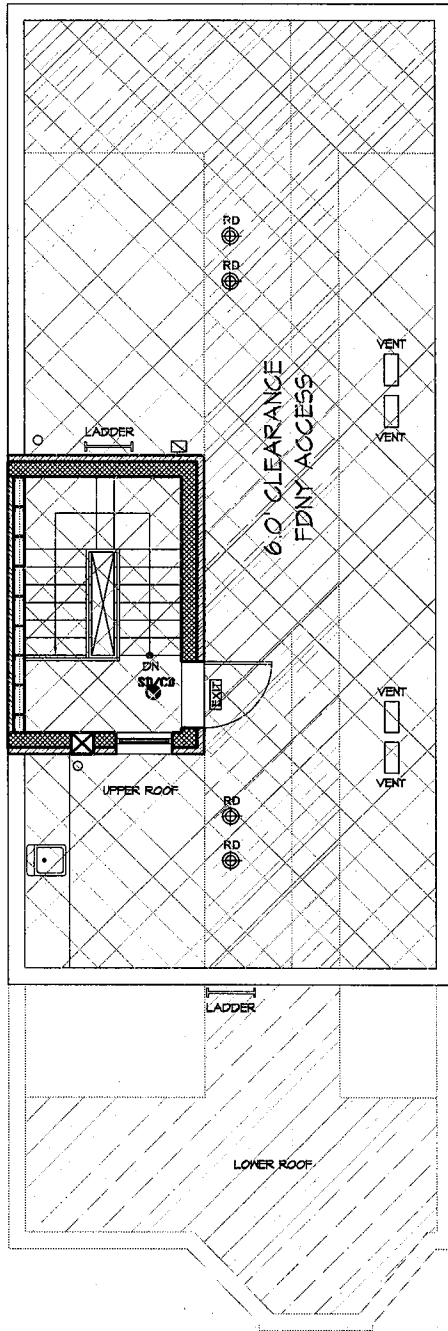


DIMENSIONS OF UNITS:

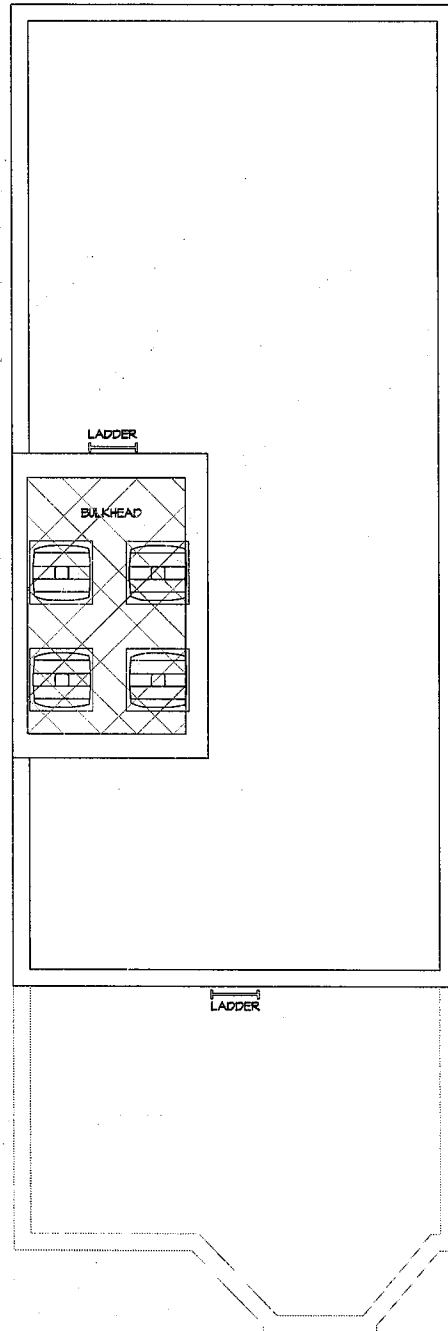
- THE APPROXIMATE PHYSICAL DIMENSIONS OF EACH RESIDENTIAL UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE EXTERIOR WALLS OF THE BUILDING DEFINING THE UNIT TO (A) THE OUTSIDE OF THE EXTERIOR WALLS OF THE BUILDING, OR (B) THE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR (C) CORRIDOR SIDE OF THE PARTITIONS SEPARATING THE UNIT FROM THE CORRIDOR OR ANY OTHER SPACINGS, IF ANY, EACH UNIT WILL CONSIST OF THE VOLUME MEASURED VERTICALLY FROM THE UPPER FACE OF THE FLOORING MATERIAL ON THE LOWEST LEVEL OF THE UNIT TO AND INCLUDING THE CEILING MATERIAL ON THE HIGHEST LEVEL OF THE UNIT.
- ANY COMMON ELEMENT LOCATED WITHIN A UNIT WILL NOT BE CONSIDERED PART OF SUCH UNIT.
- THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.
- DIMENSIONS ARE MAXIMUM OVERALL, SUBTRACT CUTOUTS.
- WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN.

LEGEND

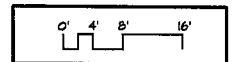
- C.E. - COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT FOR RESIDENTIAL
- UNIT



UPPER ROOF



ROOF BLK HD.



473 BAINBRIDGE AVENUE,
BROOKLYN, NEW YORK,
NY 11233

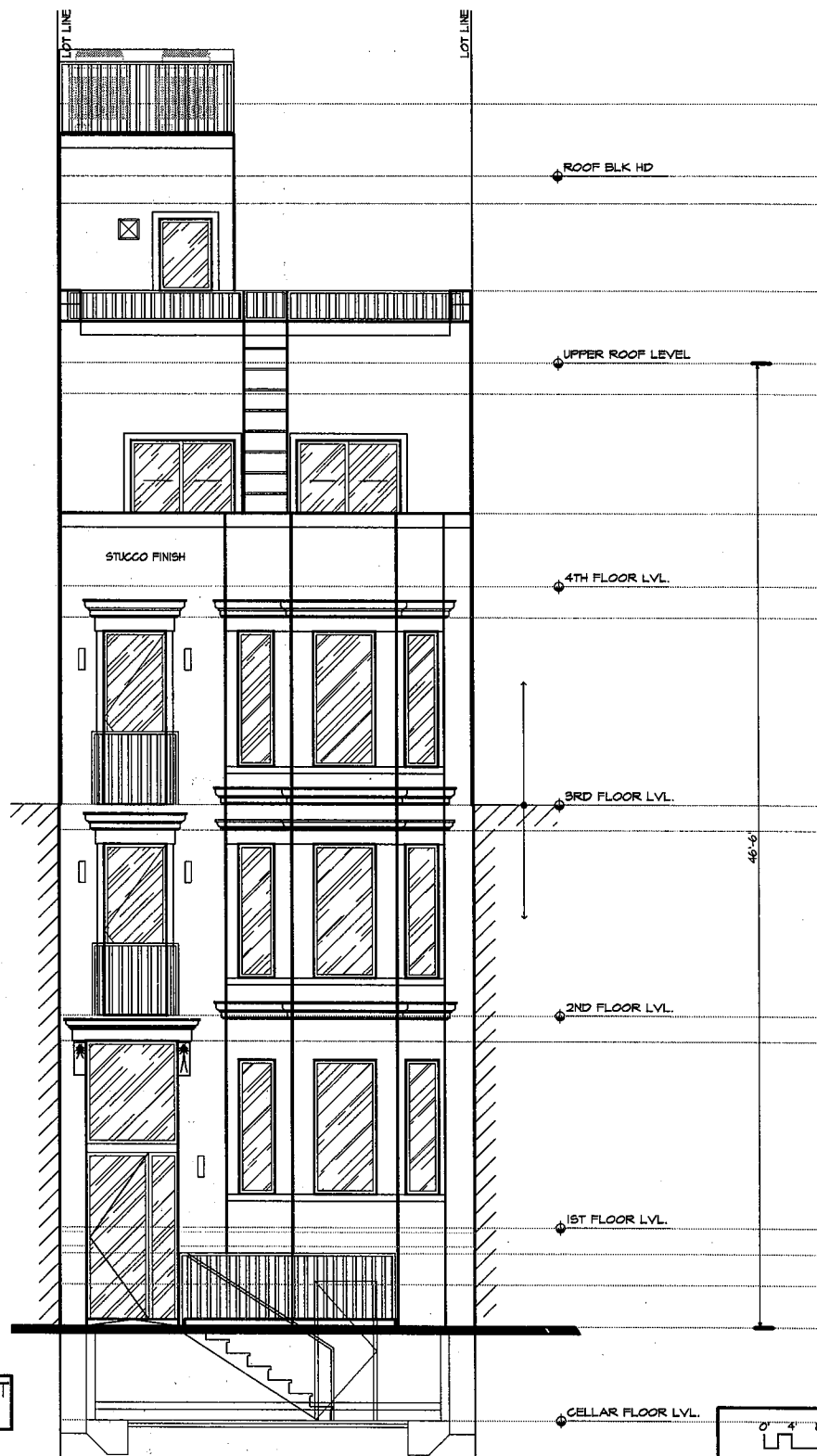


DIMENSIONS OF UNITS:

- THE APPROXIMATE PHYSICAL DIMENSIONS OF EACH RESIDENTIAL UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE EXTERIOR WALLS OF THE BUILDING DEFINING THE UNIT TO (A) THE OUTSIDE OF THE EXTERIOR WALLS OF THE BUILDING OR (B) THE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM ANOTHER UNIT OR (C) CORRIDOR SIDE OF THE PARTITIONS SEPARATING THE UNIT FROM THE CORRIDOR OR ANY OTHER SPACING, IF ANY, EACH UNIT WILL CONSIST OF THE VOLUME MEASURED VERTICALLY FROM THE UPPER FACE OF THE FLOORING MATERIAL ON THE LOWEST LEVEL OF THE UNIT TO AND INCLUDING THE CEILING MATERIAL ON THE HIGHEST LEVEL OF THE UNIT.
- ANY COMMON ELEMENT LOCATED WITHIN A UNIT WILL NOT BE CONSIDERED PART OF SUCH UNIT.
- THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.
- DIMENSIONS ARE MAXIMUM OVERALL, SUBTRACT CUTOUTS.
- WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN.

LEGEND

- C.E. - COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT FOR RESIDENTIAL
- UNIT



PROPOSED FRONT
ELEVATION

473 BAINBRIDGE AVENUE,
BROOKLYN, NEW YORK,
NY 11233

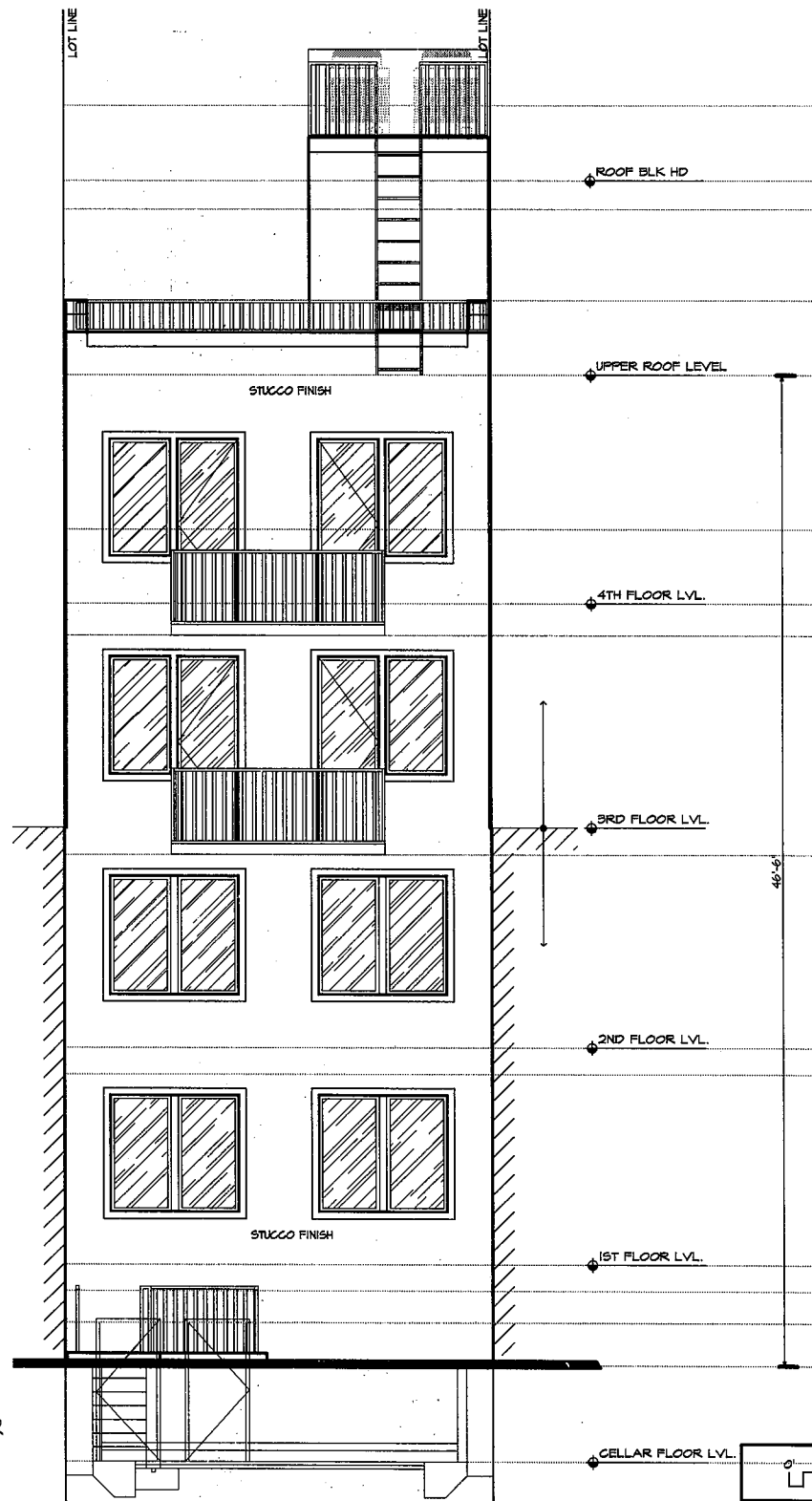


DIMENSIONS OF UNITS:

- THE APPROXIMATE PHYSICAL DIMENSIONS OF EACH RESIDENTIAL UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE EXTERIOR WALLS OF THE BUILDING DEFINING THE UNIT TO (A) THE OUTSIDE OF THE EXTERIOR WALLS OF THE BUILDING OR (B) THE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM ANOTHER UNIT OR (C) CORRIDOR SIDE OF THE PARTITIONS SEPARATING THE UNIT FROM THE CORRIDOR OR ANY OTHER SPACINGS, IF ANY, EACH UNIT WILL CONSIST OF THE VOLUME MEASURED VERTICALLY FROM THE UPPER FACE OF THE FLOORING MATERIAL ON THE LOWEST LEVEL OF THE UNIT TO AND INCLUDING THE CEILING MATERIAL ON THE HIGHEST LEVEL OF THE UNIT.
- ANY COMMON ELEMENT LOCATED WITHIN A UNIT WILL NOT BE CONSIDERED PART OF SUCH UNIT.
- THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.
- DIMENSIONS ARE MAXIMUM OVERALL, SUBTRACT CUTOUTS.
- WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN.

LEGEND

- C.E. - COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT FOR RESIDENTIAL
- UNIT



PROPOSED REAR
ELEVATION

473 BAINBRIDGE AVENUE,
BROOKLYN, NEW YORK,
NY 11233

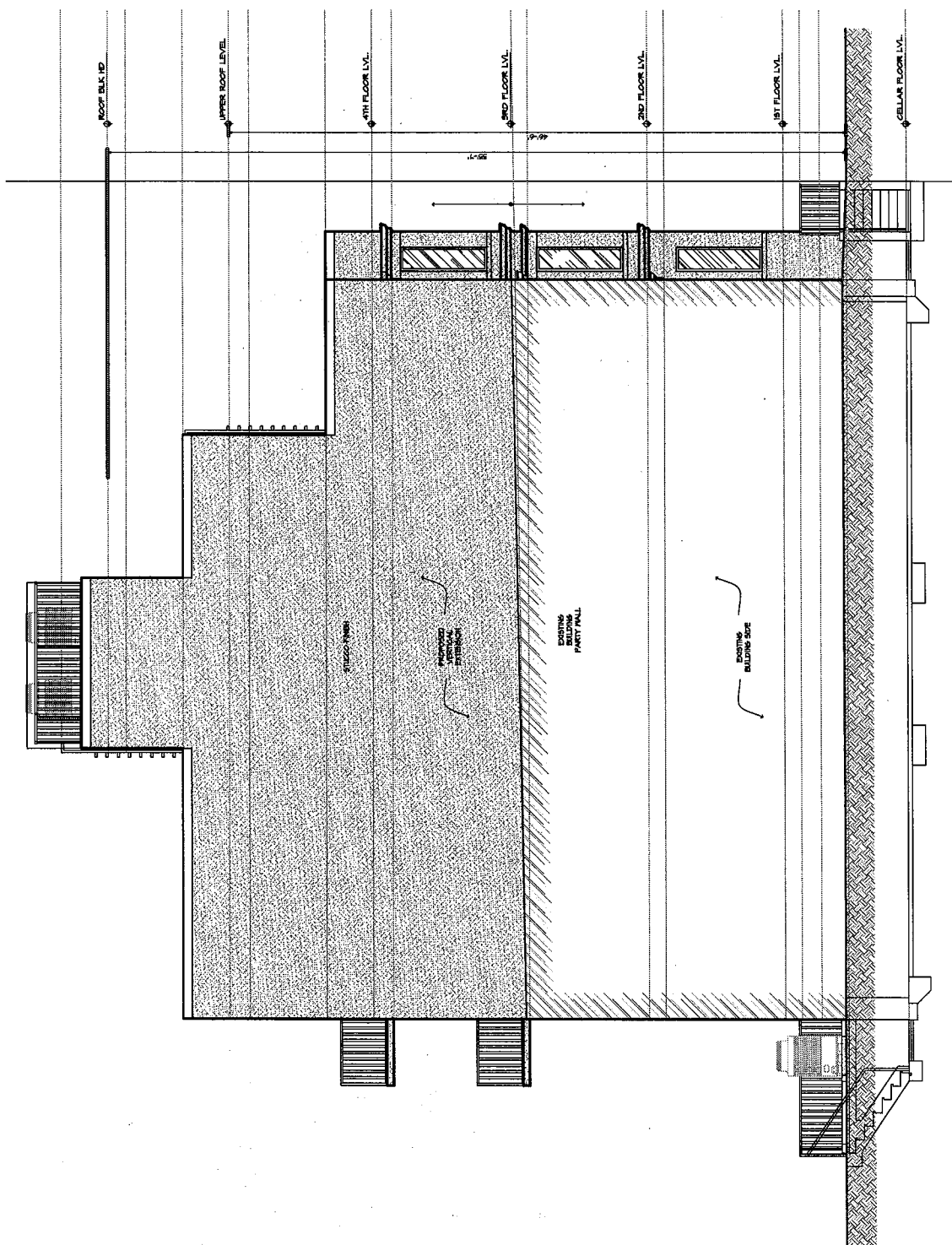


DIMENSIONS OF UNITS:

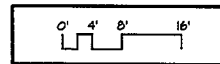
- THE APPROXIMATE PHYSICAL DIMENSIONS OF EACH RESIDENTIAL UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE EXTERIOR WALLS OF THE BUILDING DEFINING THE UNIT TO (A) THE OUTSIDE OF THE EXTERIOR WALLS OF THE BUILDING OR (B) THE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM ANOTHER UNIT OR (C) CORRIDOR SIDE OF THE PARTITIONS SEPARATING THE UNIT FROM THE CORRIDOR OR ANY OTHER SPACING, IF ANY, EACH UNIT WILL CONSIST OF THE VOLUME MEASURED VERTICALLY FROM THE UPPER FACE OF THE FLOORING MATERIAL ON THE LOWEST LEVEL OF THE UNIT TO AND INCLUDING THE CEILING MATERIAL ON THE HIGHEST LEVEL OF THE UNIT.
- ANY COMMON ELEMENT LOCATED WITHIN A UNIT WILL NOT BE CONSIDERED PART OF SUCH UNIT.
- THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.
- DIMENSIONS ARE MAXIMUM OVERALL, SUBTRACT CUTOUTS.
- WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN.

LEGEND

- C.E. - COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT FOR RESIDENTIAL UNIT
- UNIT



PROPOSED SIDE
ELEVATION



473 BAINBRIDGE AVENUE,
BROOKLYN, NEW YORK,
NY 11233



DIMENSIONS OF UNITS:

- THE APPROXIMATE PHYSICAL DIMENSIONS OF EACH RESIDENTIAL UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE EXTERIOR WALLS OF THE BUILDING DEFINING THE UNIT TO (A) THE OUTSIDE OF THE EXTERIOR WALLS OF THE BUILDING OR (B) THE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR (C) CORRIDOR SIDE OF THE PARTITIONS SEPARATING THE UNIT FROM THE CORRIDOR OR ANY OTHER SPACING, IF ANY, EACH UNIT WILL CONSIST OF THE VOLUME MEASURED VERTICALLY FROM THE UPPER FACE OF THE FLOORING MATERIAL ON THE LOWEST LEVEL OF THE UNIT TO AND INCLUDING THE CEILING MATERIAL ON THE HIGHEST LEVEL OF THE UNIT.
- ANY COMMON ELEMENT LOCATED WITHIN A UNIT WILL NOT BE CONSIDERED PART OF SUCH UNIT.
- THE DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES.
- DIMENSIONS ARE MAXIMUM OVERALL, SUBTRACT CUTOUTS.
- WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN.

LEGEND

- C.E. - COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT FOR RESIDENTIAL
- UNIT



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS ASSESSMENT REPORT



1. NYC DOB Job # (if applicable) _____ **Control Number: 3512651**
2. Premise No. 473 Street Name Bainbridge Street Borough Brooklyn Zip 11233
3. AKA _____ Type of Facility Residence BIN 3040602 Block 01505 Lot 0049
4. Building Owner 473 Bainbridge Holdings LLC Address 99-06 Metropolitan Avenue
5. City Queens State NY Zip 11375 Contact Person SJS Inspection & Consulting
6. Tel. # (718) 433-6115 Fax # _____ Email sjsinspectionsinc@gmail.com
7. Description of the Entire Scope of Work
Interior renovation of existing gutted 2 family dwelling to convert to a 6 family dwelling with a vertical extension.

8. I, JOHN ZURITA, have conducted an asbestos investigation on
11/20/2018 5:00PM-7:00PM in accordance
Name of Certified Asbestos Investigator Date(s)
with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the
☒ a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).
☐ b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM.
Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.
☐ c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary): _____

☐ d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	1 to 2	Walls	Plaster remains	10	No	
Building Floors	1 to 2	Brick walls	Brick mortar	4	No	
Building Floors	1 to 2	Brick walls	Brick black coating	3	No	
Cellar		CMU walls	Mortar coating	5	No	
Building Floors	1 to 1	Front entrance	Ceramic tiles	2	No	

I hereby declare the information provided herein is true and complete

JOHN ZURITA 12/14/2018 118107 6/13/2020
DEP Certified Asbestos Investigator's Signature Date Certificate Number Expiration Date
Tel. # (917) 292-7263 Fax # _____

Email jzurita@verizon.net

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

SEAL OF THE
NYC DEP
CERTIFIED
ASBESTOS
INVESTIGATOR



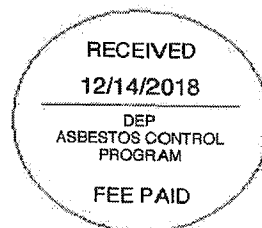
Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No



25524824



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS ASSESSMENT REPORT



Roof		Chimney wall	Cement coating	3	No	
Roof		Roof	Membrane/flashing	2	No	

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
ALAC	11605	12/13/2018

11. NYS DOL Asbestos Handling license # 90893 Company Name John Zurita

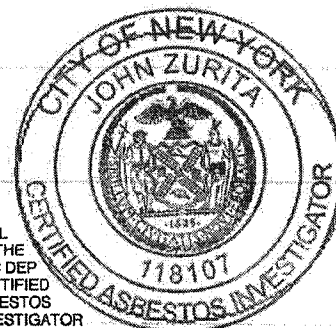
I hereby declare the information provided herein is true and complete

JOHN ZURITA 12/14/2018 118107 6/13/2020
DEP Certified Asbestos Investigator's Signature Date Certificate Number Expiration Date
Tel. # (917) 292-7263 Fax #

Email jzurita@verizon.net

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

SEAL
OF THE
NYC DEP
CERTIFIED
ASBESTOS
INVESTIGATOR



Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No



25524824



August 25, 2018

RBM Holdings LLC
95-20 Metropolitan Avenue
Forest Hills, NY 11375

Attn: Ms. Trima Daeng-Situju

Re: Geotechnical Investigation report
Proposed vertical enlargement
473 Bainbridge Street
Brooklyn, NY
GTC Job No.: RBMH418

Dear Ms. Daneg-Situju:

This report presents the results of a limited geotechnical investigation performed by Geo Tech Consultants (GTC) for the above referenced project. The work was performed in accordance with GTC's proposal dated August 9, 2018 and your subsequent authorization.

The scope of our service performed for this project included:

- Installation and full-time inspection of two (2) test borings;
- Engineering analysis of boring data to determine the stratification and physical characteristics of the subsoil, and to develop recommendations for the design and construction of foundation for support of proposed renovation;
- Preparation of a written report complete with test data, analysis, conclusions, and recommendations.

1. PROJECT AND SITE DESCRIPTION

The subject property, known as 473 Bainbridge Street of the Borough of Brooklyn, City of New York, is located on the north side of Bainbridge Street (W-E), approximately 180' west of Saratoga Avenue (N-S) in the Stuyvesant Heights section of the Brooklyn.

The property identified as Tax Lot 49 of Block 1505 is rectangular-shaped, measuring 20' wide (along Bainbridge Street), and 100' deep, parallel with Saratoga Avenue. Currently a 2-story frame occupies the front 56' of the lot. The existing building has a basement that extends about 4' below sidewalk. The sidewalk stands at elevation around 43' (NAVD 88).



It is our understanding that the project consists of adding two floors over the existing 2-story building and converting it into a 6-family dwelling.

Structural loading information resulting from the vertical addition was not available at the time this report was prepared.

2. FIELD EXPLORATION

To explore subsurface conditions of the project site, two (2) test borings labeled as B-1 and B-2, were installed at locations as shown on drawing G-001.00, which is attached at the end of this report.

Both borings were performed by PG Environmental Services Inc. of Hauppauge, New York during the period from August 17 through August 20, 2018, and inspected by GTC's professional engineering staff.

Boring B-1 was drilled in the front yard with a track-mounted drill rig using drilled-in casing method. Soils encountered in the boring were sampled continuously to a depth of 12' and at 5' intervals thereafter.

Boring B-2 was drilled from inside existing building using a portable electric drill rig. Soils encountered in the boring were sampled continuously to the maximum depth of the exploration.

At each sampling point, soil was extracted using a Standard Split-Spoon sampler by performing a Standard Penetration Test (SPT) in accordance with ASTM D1586.

During drilling operations, each extracted split-spoon sample was first examined and classified by our field engineer. Following the examination, a representative portion of the samples was collected and placed into a glass jar, which was then stored in a cardboard box. After completion of all of the required borings, the sample boxes associated with the project were returned to driller's shop for storage.

Detailed descriptions of the soil samples encountered in the borings were documented in the boring logs, which are presented on drawing G-001.00.

3. SUBSURFACE CONDITIONS

The following provides a general description of the soil profile inferred from the test borings. While the borings may indicate that the subsurface conditions appear to be relatively uniform across the site, it should be recognized that the number of borings was small compared to the size of the site, and that the existence of anomalies cannot be precluded.



3.1 Soil Profile

Geologically, the project site lies in the heart of the Harbor Hill Terminal Moraine, which skirts the North Shore of Long Island including parts of Brooklyn, and represents the terminal moraine of the most recent advance of the Wisconsinian glaciations.

A terminal moraine consists of a ridge like accumulation of glacial debris pushed forward by the leading glacial snout and dumped at the outermost edge of any given ice advance. The glacial debris can consist of varying sizes of sand, gravel, cobble, boulders and rock pieces.

The borings installed at this site revealed a generalized soil profile that is consistent with the formation of a terminal moraine. Removed from the surficial overburden of 4'-8' of miscellaneous fill, the site is covered by glacial moraine deposit to the termination depth of the borings.

Boring B-1 (outdoor boring)

Boring B-1, which was drilled in the front yard, encountered 8' of miscellaneous fill at the surface. The fill was followed by a glacial deposit that extended to the maximum depth of the boring.

Miscellaneous fill was observed to consist mostly of coarse-medium-fine sands with brick and concrete fragments, and register a wide variation of compact condition, reflecting its heterogeneous make-up. The fill is considered a NYC Class 7 material, and unsuitable for foundation support.

The glacial deposit below the fill was found to consist mostly of coarse-medium-fine sands with trace to some silt, gravel, cobble and boulders, consistent with SP/SM/GP Group of the Unified Soil Classification System (USCS), and register a generally dense compact condition, matching NYC Class 3a to 2a.

Boring B-2 (indoor boring)

Boring B-2, which was drilled from inside existing building, encountered 4' of miscellaneous fill below the cellar floor. The fill was followed by a glacial deposit that extended to the maximum depth of the boring.

The characteristics of the miscellaneous fill and those of the glacial deposit are similar in to those found in boring B-1.

3.2 Groundwater

Groundwater was not encountered in either boring within its maximum exploration depth.

Review of local geologic and hydraulic conditions suggest that prevailing groundwater table in



the general vicinity of the project site should fluctuate at depth around 40' below grade.

It has been well established that groundwater table fluctuates with seasonal, tidal, and climatic conditions.

4. EVALUATION, CONCLUSIONS AND RECOMMENDATIONS

Findings of the borings depict a generalized soil profile that includes 4'-8' of miscellaneous fill, followed by all glacial till deposit to the termination depth of the borings. Groundwater table was estimated at depth around 40' below existing sidewalk.

4.1 Foundation Support Schemes and Design Criteria

4.1.1 Spread Footings and soil allowable bearing capacity

Our analysis of the boring data suggests that the natural glacial sand and gravel of NYC Class 3 materials found 8' below sidewalk are suitable for foundation support.

Our analysis suggests that footings bearing on NYC Class 3b material or better can be designed for an allowable bearing capacity up to 3 tsf (tons per square foot).

To avoid local shear failure, all spread footings shall have a minimum width of 1.5' for strip or wall type and 3' for individual or column type.

Footings in unexcavated area shall be established at least 4' below adjacent weather exposed grade for frost protection.

All footing subgrade shall be subject to special inspection and approval by a qualified geotechnical engineer prior to placing concrete. At discretion of the special inspector, any unsuitable bearing materials found at the footing bottom shall be removed and replaced with controlled compacted fill (see section 5.3 for fill material specifications and compaction requirements). Where directed by design engineer, natural $\frac{3}{4}$ " crushed stone can be used as control fill.

4.1.2 Foundation Settlements

Spread footings designed and installed in accordance with the above recommendations are expected to yield minimal settlements.

4.1.3 Liquefaction Potential

In light of the relatively deep-seated groundwater table, liquefaction of the in-situ soil is considered unlikely and not a concern.



4.1.4 Site Classification for Seismic Design

Based on the boring data obtained from this investigation and in accordance with the procedures set forth in the Table 1613.5.2 of the NYC Building Code, the site can be considered a site Class D for seismic design purpose. Refer to NYC Building Code for additional seismic design criteria.

4.2 Cellar Slab and Walls (where applicable)

The following recommendations regarding cellar slabs and walls may or may not be applicable depending upon the final scope of proposed renovation and subject to discretion of the project designer.

4.2.1 Design Groundwater Level

Groundwater table was estimated at depth around 40' below grade, corresponding to elev. around 3'. To account for seasonal variation and tidal effect, we suggest that design groundwater table be assumed at a level not deeper than 37' below grade, or elev. 6', which should have little effect on foundation design.

4.2.2 Lateral Earth Pressures

Permanent basement walls should be designed to withstand long-term, at rest equivalent fluid pressures of 60 pounds per cubic foot (pcf) for the portion of wall above design groundwater level and 90 pcf for wall below design groundwater level.

Temporary walls, such as excavation shoring, if required, should be designed to withstand equivalent fluid pressure of 40 pcf for walls above groundwater level and 80 pcf for wall below groundwater level.

4.2.3 Cellar Floor Slabs

Cellar floor can be designed and constructed as a slab-on-grade bearing on 6" of ¾" crushed stone over in-situ glacial sand soil.

Prior to receiving crushed stone, the slab subgrade shall be subject to special inspection. Any unsuitable bearing materials identified at the slab subgrade shall be removed and replaced with controlled compacted fill (see section 5.3 for fill material specifications and compaction requirements).

4.2.4 Foundation Drainage and Under-slab Drainage

In normal cellar construction, foundation drainage is recommended for installation around the cellar foundation, where applicable, to ensure no hydrostatic pressure to be built up behind the cellar wall.



Typical foundation drainage system may consist of 6" perforated PVC pipe, covered with 6" crushed stone in all directions. The crushed stone should be wrapped around with a filter fabric such as Mirafi 140 N. The water collected in the pipes could be directed to sumps or ejector pits or other devices where it can be pumped out and discharged into approved outlets.

Under-slab drainage system is optional but not required, subject to discretion of the project designer.

4.2.5 Damp proofing and Waterproofing

In new cellar construction, waterproofing is recommended for installation on portion of the structures that will submerge below design groundwater table. Sections of the structure above this level can be damp proofed as a minimum.

4.3 Construction Dewatering

In light of the deep-seated groundwater table, construction dewatering is not expected nor required. Control of surface runoff or water infiltration however may be required.

5. CONSTRUCTION MONITORING

5.1 Protection of Adjacent Structures and Sidewalk

The excavation of cellar and new footings may require shoring, bracing, and underpinning of the adjacent structures and sidewalks, the determination of which and other SOE associated work however is beyond the scope of this investigation.

SOE work if required shall be designed by a design professional, whose drawings should be submitted to DOB for review and approval prior to installation. The SOE installation work shall be subject to special inspection as per NYC Building Code.

5.2 Pre-construction Survey

It is recommended that pre-construction survey be conducted to document the existing conditions of the adjacent buildings, structures and sidewalk prior to commencement of any construction activities at the subject site. The conditions of the adjacent structures shall be monitored during the course of construction.

5.3 Filing and Backfilling

Filling and backfilling against footings shall utilize qualified fill material. Qualified fill should meet the grading requirement for control fill as stipulated in the NYC Building Code. Control



fill should be placed in maximum 12" loose lifts and each lift should be compacted to at least 95% of its maximum dry density as determined in accordance with ASTM D1557.

6. LIMITATION

The conclusions and recommendations contained in this report are based on the subsurface data obtained during this investigation and on the details stated in this report. Should conditions be encountered which differ specifically from those stated in this report, we should be notified immediately so that our recommendations may be reviewed and/or revised, if necessary.

7. CONSTRUCTION CONSULTATION AND INSPECTION

Due to the nature of the soils and subsurface conditions at this site and the recommendations set forth herein, consultation and inspection services by a qualified soil engineer are recommended for the following:

1. Preparation of the site including all clearing, stripping of undesirable material, and initial proofrolling and compaction of the in-situ soils.
2. Placement of all controlled backfill and/or fill, if any.
3. Site preparation and subgrade inspection.

We trust the above information will allow you to proceed with the design and construction of the proposed vertical enlargement.

We thank for the opportunity of providing this service to you. Should you have any questions regarding this report, or if we can be of further assistance, please do not hesitate to contact us.

Respectfully Submitted
Geo Tech Consultants, LLC.

Steve J. J. Lin, P.E.

Attachments:
Drawing G-001.00 Record of boring logs (B-1 and B-2) with boring location plan

DOCUMENT NUMBER 2

PURCHASE AGREEMENT

Law Office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, New York 11219

PURCHASE AGREEMENT

between

and

For Unit Number in
The 473 Bainbridge Street Condominium
Brooklyn, New York

TABLE OF CONTENTS

1.	<u>Definitions</u>	ii
2.	<u>Plan</u>	3
3.	<u>Agreement to Purchase and Sell</u>	3
4.	<u>Purchase Price</u>	4
5.	<u>Purchase Monies Held in Trust</u>	5
6.	<u>Closing Contingent on Plan Being Declared Effective</u>	8
7.	<u>Closing Date and Place</u>	8
8.	<u>The Deed</u>	9
9.	<u>State of Title</u>	9
10.	<u>Title Company Approval</u>	9
11.	<u>Sponsor's Inability to Convey Title</u>	9
12.	<u>Purchaser's Remedies</u>	9
13.	<u>Closing Adjustments</u>	10
14.	<u>Purchaser's Closing Costs</u>	11
15.	<u>Rent Security Deposit</u>	12
16.	<u>Power of Attorney to Board of Managers and Sponsor</u>	13
17.	<u>Transfer Tax Return</u>	13
18.	<u>Events of Default</u>	13
19.	<u>Appliances and Equipment</u>	14
20.	<u>Construction</u>	15
21.	<u>Inspection of Unit</u>	15
22.	<u>Possession; Risk of Loss</u>	15
23.	<u>No Representation</u>	16
24.	<u>Notices</u>	17
25.	<u>Broker</u>	17
26.	<u>No Lien; Agreement Subject to Mortgage</u>	17
27.	<u>Entire Agreement</u>	18
28.	<u>Joint Purchasers</u>	18
29.	<u>Liability of Sponsor</u>	18
30.	<u>Further Assurances</u>	18
31.	<u>Severability</u>	18
32.	<u>Strict Compliance</u>	19
33.	<u>Governing Law</u>	19
34.	<u>Arbitration</u>	19
35.	<u>Gender</u>	19
36.	<u>Certain References</u>	19
37.	<u>Captions</u>	20
38.	<u>Successors and Assigns</u>	20
39.	<u>No Oral Changes</u>	20
40.	<u>Acceptance of Purchase Agreement</u>	20
41.	<u>Purchase Agreement Not Conditioned on Financing</u>	21
42.	<u>Buildings Smoking Policy</u>	21
43.	<u>Agreement Not Assignable; Binding Effect</u>	21

EXHIBIT A	
PERMITTED ENCUMBRANCES	22
EXHIBIT B	
TERMS OF SECURED LOAN CONDITION RIDER.....	24
EXHIBIT C	
INSPECTION STATEMENT.....	26
EXHIBIT D	
SPONSOR'S LIMITED WARRANTY	29
EXHIBIT E	
LEAD PAINT RIDER.....	33

For Unit Number in
The 473 Bainbridge Street Condominium
473 Bainbridge Street
Brooklyn, New York

THIS AGREEMENT is made as of _____, 2022 between _____
(hereinafter called the "Sponsor"), having an address at _____
and _____
(hereinafter called the "Purchaser"), having an address at _____
(hereinafter called the "Escrow Agent"), having an address at _____

WITNESSETH:

(v) "Plan" shall mean the Offering Plan to convert the Property to condominium ownership and any Amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

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

(vii) "Notice" to Purchaser shall include facsimile transmission to Purchaser or Purchaser's attorney. Seller's attorney may send all notices to Purchaser's attorney and/or Purchaser via facsimile. A facsimile confirmation printout by Seller's attorney showing transmission was complete is sufficient evidence that the facsimile has been transmitted and the notice has been served.

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

2. Plan

Purchaser acknowledges having received and read the Plan at least three (3) full business days prior to Purchaser's signing this Purchase Agreement. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents contained in Part II of the Plan) and any amendments thereto duly filed by Sponsor are incorporated into each Purchase Agreement by reference. The execution and submission of a Purchase Agreement constitutes Purchaser's acceptance of the Plan (Parts I and II) and his or her agreement to abide and be bound by the terms of the same, as well as all amendments to the Plan duly filed by Sponsor. No Purchaser shall have the right to approve or consent to any such amendments, including, without limitation, any changes, modifications, or updating of the estimated Common Charges or estimated real estate taxes and assessments to be paid by the Purchaser on Schedule B -- "Budget for First Year of Condominium Operation" However, if an amendment materially adversely affects the rights, obligations, or liabilities of then existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements by notifying Sponsor within thirty (30) days of presentation of such amendment and will receive a refund of their Down Payments, without interest (unless interest is earned), within ten (10) days after Sponsor's receipt of Purchaser's election to rescind

3. Agreement to Purchase and Sell

Purchaser agrees to purchase from Sponsor, and Sponsor agrees to sell to Purchaser, the unit designated as Unit Number _____ (hereinafter called the "Unit") in the Declaration, together with its undivided interest (hereinafter called the "Common Interest") in the Common Elements, on and subject to, the terms and conditions set forth herein.

4. Purchase Price

A. The purchase price for the Unit (exclusive of closing adjustments and costs referred to in Paragraphs 13 and 14 below) is \$ _____ (hereinafter called the "Purchase Price"), which Purchaser agrees to pay to the Sponsor, as follows:

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

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

B. Intentionally Omitted

C. Purchaser is not required to pay the Balance or accept title to the Unit unless concurrently with, or prior to, closing all the prerequisites set forth under "Closing and Terms of Sale" in Part I of the Plan are met. The obligations of a purchaser under a purchase agreement is not conditioned on obtaining financing, any prospective purchaser who executes a purchase agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the 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.

THIS PURCHASE AGREEMENT IS NOT CONDITIONED UPON A PURCHASER SECURING SATISFACTORY FINANCING. THE SPONSOR MAY, AT ITS OPTION, CONDITION THE CONTRACT UPON FINANCING, PROVIDED THAT PURCHASER AND SPONSOR BOTH PROPERLY COMPLETE AND INITIAL A SECURED LOAN CONDITION RIDER, THE FORM OF WHICH IS ANNEXED HERETO AS EXHIBIT "B".

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

5. Purchase Monies Held in Trust

(a) The Law Office of Wisnicki Neuhauser, LLP with an address at 9822 Metropolitan Avenue, Forest Hills, NY 11375 shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. The only signatories on this account authorized to withdraw funds are Robert Wislicki, Esq. and Mark Neuhauser, Esq. The designated signatories admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatory on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

(c) The Escrow Agents has established the escrow account at JP Morgan Chase Bank N.A., with an address at Rego Park, NY. The escrow account is entitled "Wisnicki Neuhauser, LLP IOLA Trust Account" ("Escrow Account"). The Escrow Account is an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000.00 per deposit. Any deposit in excess of \$250,000.00 will not be insured.

(d) All Deposits received by 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 "Wisnicki Neuhauser, LLP IOLA Trust Account" as Escrow Agent.

(e) 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.

(f) 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. With ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, conforming 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 a written agreement between Purchaser and Sponsor.

(g) The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, N.Y. 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.

(h) 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.

(i) Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance

of the post closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

(j) The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

(k) Any provision of any 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.

(l) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(m) A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

(n) Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this 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.

(o) Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

(p) 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.

(q) Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

(r) 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.

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

6. Closing Contingent on Plan Being Declared Effective

A. The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan, as same may be amended from time to time. Purchaser understands and agrees that the Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter, in certain

limited cases set forth in the Plan (see the section in the Plan entitled "Effective Date" for full details). The Plan will be abandoned or deemed abandoned if it has not been declared effective within the time limits prescribed in the Plan. The Sponsor shall notify Purchaser, in writing or by a duly filed Amendment to the Plan, when the Plan becomes effective or is abandoned.

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

7. Closing Date and Place

The closing of title shall occur on the date and at the time and place in the State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice. After setting the initial closing date, sponsor may, from time to time, adjourn the reschedule the date and time for closing on not less than ten (10) business days notice to purchasers, which new closing notice shall fix a new date and time which shall not be earlier than the initial closing date. Purchaser may waive this thirty (30) day provision by initialing below.

I hereby waive the provision requiring thirty (30) days Notice of
Closing _____

8. The Deed

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

9. State of Title

Legal ownership to the Unit shall be transferred to Purchaser at closing subject only to the liens, encumbrances and title conditions (hereinafter called the "Permitted Encumbrances") as disclosed in the offering plan. Any other liens, encumbrances, or conditions shall not be an objection to title if: (i) the instrument required to remove it from the record is delivered to said representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for recording in the proper office, together with the requisite recording or

filing fees; or (ii) Purchaser's title insurance company will insure Purchaser against its collection or enforcement out of the Unit.

10. Title Company Approval

Sponsor shall give, and Purchaser shall accept, such title as any member of the New York Board of Title Underwriters, will approve and insure, provided only the liens, encumbrances and conditions affecting title shall be the Permitted Encumbrances. Sponsor shall not be obligated to satisfy any exceptions to title raised by any other title insurance company.

11. Sponsor's Inability to Convey Title

In the event Sponsor is unable to deliver to Purchaser title to the Unit in accordance with the provisions of this Agreement, Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of one-half of one percent of the total offering amount to render title marketable or to remove, cure or comply with any violations of record issued prior to the First Closing, and in such case, Sponsor may abandon the Plan. In no event shall Sponsor be obligated to cure violations of record which are the obligations of tenants to cure or which result from the acts or omissions of tenants, or violations noted with respect to radio or television antennae.

12. Purchaser's Remedies

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

Any conflict between the Plan and the Purchase Agreement shall be resolved according to the terms of the Plan.

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

13. Closing Adjustments

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

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

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

(iii) rent and other charges, if any, pursuant to a lease for, or tenancy of, the Unit.

(iv) insurance apportioned to unit until the policy expiration date.

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

B. In the event the Unit has not been separately assessed for the then current fiscal tax year at the time of title closing, the apportionment of real estate taxes shall be based on the Unit's pro-rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. If the Unit has been separately assessed but the closing occurs before the tax rate is fixed, then the apportionment of real estate taxes shall be based upon the latest tax rate applied to the most recent assessed valuation.

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

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

14. Purchaser's Closing Costs

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

(i) If such Purchaser elects to obtain fee title insurance, he or she will pay a premium therefor to his or her title insurance company which will vary depending upon the amount of insurance requested. The premium for fee title insurance, should be \$773.00 for the first \$100,000.00 of fee insurance plus \$4.36 for each \$1,000.00 or fraction thereof of additional fee insurance up to \$500,000.00. The premium for mortgage title insurance should be \$654.00 for the first \$100,000.00 of insurance plus \$3.64 for each \$1,000.00 or fraction thereof of additional insurance up to \$500,000.00.

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

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

(a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed;

(b) Purchasers will pay a portion of the mortgage recording tax in the amount provided for by law (at the date of the Plan, the tax to the Purchaser is 2.05% of the face amount of the mortgage for mortgages under \$500,000.00, and 2.175% of the face amount of the mortgage for mortgages over \$500,000.00). (Note: The Lending Bank pays 0.25% of the mortgage recording tax);

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

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

(iv) Although usually Seller's expense, Purchaser shall pay the Real Property Transfer Tax due to the State and City of New York. New York City transfer taxes are in the amount of 1.425% of the purchase price for residential Units over \$500,000.00 and 1.4% of the purchase price for residential Units under \$500,000.00. New York State Documentary Stamp Taxes are in the amount of \$4.00 per thousand plus an additional .25% of the purchase price for residential Units of \$3,000,000.00 or more. For commercial Units, the transfer tax is in the amount of 2.625% of the purchase price for NYC and \$4.00 per thousand plus an additional .25% of the purchase price for commercial Units of \$2,000,000.00 or more. Mansion Tax due to the State of New York shall be in the amount of 1% for transfers of \$1,000,000 - \$2,000,000. There is also a supplemental tax due in the amount of 1.25% for transfers of \$2,000,001-\$3,000,000; and 1.75% for transfers of \$3,000,001 to \$5,000,000. For purposes of calculating the transfer taxes to be paid, for New York City Real Property Transfer Tax, consideration includes the transfer taxes paid by the purchaser; however, for the New York State transfer taxes, in the case of a conveyance of residential real property and where the Transfer Tax imposed is paid for by the Purchaser pursuant to a contract for sale, the amount of Transfer Tax calculated will be excluded from the calculation of consideration subject to tax;

(v) Purchaser will be required to deposit with the Board of Managers two (2) months' estimated monthly common charges towards the working capital fund.

(vi) Purchaser shall be obligated to pay the following fees to sponsors attorney: (i) \$2,500.00 for Seller's attorney in connection with the preparation of transfer documents; (ii) \$250.00 if at the Purchasers request the closing is held at any location other than sponsors attorney's office but in New York City and \$400 if the closing is held outside of New York City; (iii) \$200.00 payable to sponsor or sponsor's attorney if e-forms for New York City Real Property Transfer Tax are prepared on the purchasers behalf. Additionally, in the event the Purchaser applies for a mortgage and closes title with the mortgage, the Purchaser shall be obligated for an additional \$250.00 fee.

(vii) At closing, each purchaser shall pay to the Sponsor the sum of \$8,500.00 to defray the Sponsor's costs of creating the condominium, e.g, architectural costs, filing fees, legal fees and other costs incurred in creating the condominium.

15. Rent Security Deposit

If Purchaser is or hereafter becomes a tenant of the Unit, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser, together with any interest earned thereon, within thirty (30) days following the closing, provided Purchaser is not in default under Purchaser's lease or tenancy obligations. If the Unit is occupied by other than Purchaser, then the unapplied security deposit (if any) of the tenant or occupancy will be transferred at closing to Purchaser, who will upon receipt sign and deliver to Sponsor an agreement acknowledging the amount received, indemnifying Sponsor from all liability in connection therewith and agreeing to hold such security deposit in trust and to deposit same in an interest bearing bank account pursuant to the provisions of Section 7-103 of the New York General Obligations Law (such agreement to be in form and substance satisfactory to Sponsor). In either event, Sponsor will have the right to deduct from any tenant's security

deposit the amount of any rent arrearage owing to Sponsor and to sue the tenant to the extent such rent security is insufficient.

The Purchaser may not occupy the Unit or perform any work in the Unit prior to closing without the prior consent of the Sponsor. In the event the Purchaser occupies the Unit or performs any work in the Unit prior to closing without the prior consent of the Sponsor, such event shall constitute a default under Section 18 of this Agreement.

16. Power of Attorney to Board of Managers and Sponsor

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

17. Transfer Tax Return

At closing, Sponsor and Purchaser shall each duly complete and sign before a Notary Public the transfer tax return required to be filed with The State of New York. The transfer tax return shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Purchaser shall be responsible for payment of such tax (one percent (1%) of the gross purchase price).

18. Events of Default

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

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

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

(iii) If Purchaser is or becomes a tenant of the Building, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations, which results in Purchaser's eviction from Purchaser's Unit (either by voluntary removal or by court order); or

(iv) If Purchaser occupies the unit or performs any work in the unit prior to closing without the prior consent of the Sponsor;

(v) The failure to pay, perform or observe any of the Purchaser's other obligations hereunder, which is not cured within fifteen (15) days after the mailing of written notice specifying the nature of such default.

B. Upon the occurrence of an Event of Default, the Sponsor's sole remedy shall be to cancel the Purchase Agreement by sending Purchaser thirty (30) days' prior written notice of its intention to do so. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the cancellation notice within which time Purchaser must cure the specified default. If the default is not timely cured, then Sponsor shall have the right to retain, as and for liquidated damages, the Down Payment (but in no event to exceed ten percent (10%) of the Purchase Price of the it) plus the cost of any special work in the Unit ordered by Purchaser, (hereinafter called the "Liquidated Sum") and any sums in excess thereof (together with any interest earned thereon) shall be returned to Purchaser promptly thereafter. Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

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

D. Notwithstanding the occurrence of an Event of Default Sponsor may, in its sole discretion, keep this Agreement in effect and proceed to close title without prejudicing Sponsor's right to recover from Purchaser's damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, legal fees and costs of collection).

E. If Purchaser is or becomes a tenant of the Building and Purchaser fails to pay rent or otherwise comply with Purchaser's lease or tenancy obligations, or Purchaser vacates or abandons the leased premises, then such failure, vacating or abandonment (as the case may be) shall constitute a default hereunder entitling Sponsor, at its sole option, to cancel this Agreement, even though Purchaser is not evicted from the leased premises as a result thereof. However, in the event Sponsor elects to so cancel, unless Purchaser is evicted, Sponsor shall refund to Purchaser all monies deposited hereunder together with any interest earned thereon. Upon such refund being made, Sponsor and Purchaser will be released and discharged of all further liability and obligations under this Agreement and the Plan. However, in no event shall Purchaser be released or excused from paying and performing Purchaser's lease or tenancy obligations.

19. Appliances and Equipment

A. The Unit is being sold unfurnished, without window blinds or shades. However, the Sponsor will be providing kitchen cabinets, refrigerator, dishwasher,

microwave and a gas range as described above and in the Plan. Furniture, wall coverings, furnishings, decorations, and the like in or about any model Unit are for display purposes only and are not included in this sale. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement, and Purchaser should not rely thereon. Sponsor shall not be liable for immaterial variations from any floor plans or sketches.

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

20. Construction.

A. The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be in accordance with the Plan and the architectural "plans and specifications" (defined in the Plan), subject to the right reserved by Sponsor to modify and amend the Plan and the "plans and specifications" in order to substitute materials, equipment or fixtures of equal or better quality and design, provided only that the approval of any governmental authorities having jurisdiction thereover and the construction lender are first obtained (if required). The issuance of a Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the "plans and specifications". However, nothing herein contained shall excuse Sponsor from its obligations to correct any defects in construction in accordance with the conditions set forth in the Plan in the section entitled "Rights and Obligations of the Sponsor."

B. The construction of the Building and the Unit and the correction of any defects in construction to the extent required under the Plan are the sole responsibility of the Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain immaterial variations from the Plan and "plans and specifications" as indicated in the Plan in subparagraph 2(b) of "Rights and Obligations of Sponsor--Construction Obligations" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in subparagraph 5 of "Rights and Obligations of Sponsor: Construction Obligations."

21. Inspection of Unit.

At least ten (10) days before the Balance is to be paid, the Selling Agent shall notify the Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Exhibit C to this Agreement) and deliver same to the Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the completed Inspection Statement, shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in the "Rights and Obligations of Sponsor -- Construction Obligations" as set forth in the offering plan.

22. Possession; Risk of Loss

A. Unless Purchaser now resides in the Unit, Purchaser shall not be entitled to occupy the Unit until the deed is delivered to Purchaser at closing. Sponsor may, in its discretion, grant Purchaser possession of the Unit prior to the closing under an interim lease, if the Unit is currently, or hereafter becomes, vacant.

B. If Purchaser is given possession of the Unit prior to Closing under an interim lease, the Purchaser shall be solely responsible for any damage to, or loss or other condition in the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its installations. However, until closing Sponsor will remain responsible to make those repairs required of it as a landlord under any existing or interim lease and, after closing, the Condominium Board will be responsible to make those repairs required of it under the Condominium Documents.

C. If during Purchaser's occupancy the Unit is damaged by casualty or otherwise, the Purchaser shall assume the risk of loss and the obligation to repair the damage not covered by insurance, unless the cause thereof originated outside the Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen.

D. Except as provided in the preceding subparagraph C, all other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit. The Sponsor will make a determination whether or not to repair the damage within fifteen (15) days. If Sponsor or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage, this agreement shall continue in full force and effect, Purchaser shall not have the right to reject

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

E. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Condominium's By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited hereunder, without interest (unless interest is earned), whereupon the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain the Liquidated Sum pursuant to Paragraph 19 above.

23. No Representation

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the estimated Common Charges and estimated real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as may be specifically represented herein or in the Plan; Purchaser having relied on Purchaser's own examination and investigation thereof. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the plans and specifications identified in the offering plan, is accurate or correct, provided the layouts and dimensions conform to such Floor Plans and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. The provisions of this Paragraph 24 shall survive the closing of title.

24. Notices

All notices, elections, consents, demands and communications (collectively called "notices" or individually called "notice") shall be delivered personally or given in writing by registered or certified mail, return receipt requested, postage prepaid, and, if sent to Purchaser, addressed to Purchaser at Purchaser's address given in the preamble to this Agreement and, if sent to Sponsor, addressed to the Sponsor.

Notice to Purchaser shall include facsimile transmission to Purchaser or Purchaser's attorney. Seller's attorney may send all notices to Purchaser's attorney and/or Purchaser via facsimile at the following number(s): _____. A facsimile confirmation printout by Seller's attorney showing transmission was complete is sufficient evidence that the facsimile has been transmitted and the notice has been served.

25. Broker

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

26. No Lien; Agreement Subject to Mortgage

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

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

27. Entire Agreement

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

28. Joint Purchasers

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

29. Liability of Sponsor

Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of G-d, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials, or supplies in the open market, failure of transportation, strike, lock-out, action of labor unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

30. Further Assurances

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

31. Severability

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

32. Strict Compliance

Any failure by Sponsor to insist upon strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Sponsor, notwithstanding any failure, shall have the right thereafter to insist upon strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

33. Governing Law

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

34. Arbitration

In order to resolve any dispute, controversy, claim or question arising with respect to this Agreement, the parties shall consult with an agreed-upon arbitrator in order to resolve the issue. In the event that the parties cannot agreed-upon an arbitrator, then the parties shall submit such dispute or question to arbitration with the American Arbitration Association, which will give any party the rights he is entitled to under New York law and shall follow the rules of the American Arbitration Association. The AAA will designate the

arbitrator, who will be neutral and independent of Sponsor and its principal. The hearing will take place in the county where the building is located. The parties to the purchase agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment. The fees, costs and expenses of the arbitrators shall be shared equally by the parties. Each party shall also bear the fees and expenses of his or her counsel and expert witnesses. Nothing contained in this paragraph shall be construed to preclude any purchaser's rights under Article 23-A of the GBL, including without limitation, any other enforceable actions of Sponsor's obligations under this Plan and/or applicable laws.

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

35. Gender

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

36. Certain References

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

37. Captions

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

38. Successors and Assigns

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

39. No Oral Changes

This Agreement cannot be changed nor any provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

40. Acceptance of Purchase Agreement

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

B. The submission of such application or this Purchase Agreement to Purchaser does not constitute a binding obligation on either Purchaser or Sponsor. No such binding obligation shall arise until duplicates of this Purchase Agreement are executed by, and delivered to, both Purchaser and Sponsor (or Sponsor's duly authorized agent). If, within twenty (20) days after the Selling Agent receives this Purchase Agreement signed by Purchaser, a duplicate of this Agreement signed by Sponsor or its authorized agent is not sent or delivered to Purchaser, then it shall be deemed rejected and of no force or effect, and all monies paid by Purchaser shall be promptly refunded, without interest. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status or other ground proscribed by law.

41. Purchase Agreement Not Conditioned on Financing.

Purchaser may partially finance the purchase of this unit by obtaining a mortgage loan for the purchase price. However, the obligations of purchaser under this Purchase Agreement are not conditional on the purchaser's obtaining financing unless the sponsor agrees to condition the contract upon financing and both sponsor and purchase execute a secured loan condition rider. The obligations of a purchaser under a purchase agreement is not conditioned on obtaining financing, any prospective purchaser who executes a purchase agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the 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.

42. Buildings Smoking Policy

Smoking and using electronic cigarettes is prohibited in any common areas within the interior of the building(s) as required by all applicable laws and is permitted in any of the dwelling units.

Smoking and using electronic cigarettes is permitted in all outdoor areas, including but not limited to, common courtyards, rooftops, balconies and patios, and any outdoor areas connected to dwelling units.

43. Agreement Not Assignable; Binding Effect

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

This Purchase Agreement shall bind and apply to Purchaser and Purchaser's executors, administrators, legal representatives, heirs, successors and permitted assigns.

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

Escrow Agent;
Wisnicki Neuhauser, LLP

By: _____ Date: _____

Seller
473 Bainbridge Holdings LLC

By: _____ Date: _____

Purchaser

By: _____ Date: _____

EXHIBIT A

Permitted Encumbrances

1. Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasi-governmental authority having jurisdiction.

2. State of facts which an accurate survey or personal inspection of the Land would show, provided such facts would not make the unit unmarketable.

3. The terms, burdens, covenants, restrictions, conditions, easements, and rules and regulations, all set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Condominium Board and Sponsor and the Floor Plans, all as may be amended from time to time.

4. Consents by Seller or any former owner of the Land for the erection of any structure or structures on, under or above any street or street on which the Land may abut.

5. Any easement or right of use in favor of handicapped persons or any easement or right of use in favor of any utility company for electricity, steam, gas, telephone, water, or other service, and the right to construct, use, maintain, repair, and replace all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax (which is to be paid by the Condominium Board).

7. Encroachments of shrubbery, stoops, areas, steps, doors, ledges, window sills, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, sewerage pipes, air-conditioning units, canopies, ramps, and similar projections, if any, on, over, or under the Property or the streets or sidewalks or property abutting the Property and the rights of governmental authorities and adjoining property owners to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

9. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

10. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such

assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at closing).

11. Any encumbrance as to which the title insurance company which insures Purchaser's title to the Unit would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.

12. Any lease covering the Unit, provided that pursuant to the terms of the purchase agreement, the purchaser is purchasing a leased unit.

13. Certificate of Occupancy to be issued covering the unit if required.

14. Any violations against the Property (other than the Unit) which are the obligation of the Condominium Board or another Unit Owner to correct.

15. Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Purchaser's title to the Unit.

EXHIBIT B

THE TERMS SET FORTH IN THIS SECURED LOAN CONDITION RIDER SHALL APPLY, AT SELLER'S SOLE OPTION, ONLY IF AGREED TO BY THE SPONSOR IN THE SPACE PROVIDED BELOW. PURCHASER'S SIGNATURE ALONE DOES NOT EFFECTUATE THIS SECURED LOAN CONDITION RIDER.

THIS RIDER IS ANNEXED TO AND FORMS A PART OF THE PURCHASE AGREEMENT BETWEEN 473 BAINBRIDGE HOLDINGS, LLC, SELLER, AND _____, AS PURCHASER, RELATIVE TO THE SALE OF UNIT _____ AT 473 BAINBRIDGE STREET, BROOKLYN, NEW YORK.

A. Seller shall send notice to Purchaser that an application for a mortgage must be made by Purchaser. Within five (5) days of receipt of said notice, Purchaser must make a mortgage application and must provide the Seller and/or Seller's attorney with the name and address of the bank or mortgage broker to which application has been made. Seller and/or Seller's attorney shall be permitted to deal directly with Purchaser's bank or mortgage broker. Failure to send such notice will be considered to be a waiver of the mortgage contingency.

B. The obligations of Purchaser hereunder are conditioned upon issuance on a date which is on or before thirty (30) days from date of notice set forth in Paragraph A ("Mortgage Contingency Expiration Date"), of a written commitment from any Institutional Lender (which shall include a mortgage banker and broker) pursuant to which such Institutional Lender agrees to make a first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of an amount equal to 75% of the purchase price or such lesser sum as Purchaser shall be willing to accept, at prevailing interest rates for a term of at least thirty (30) years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender.

C. If such commitment is not issued on or before the Mortgage Contingency Expiration Date, or a rejection is received, Purchaser shall within five (5) days of the Mortgage Contingency Expiration Date or rejection date, notify the Seller of the failure to receive a commitment or of the rejection. If Purchaser has not received a commitment by the Mortgage Contingency Expiration date, Sponsor shall have the sole and exclusive right to extend Purchaser's time to obtain a commitment for up to an additional thirty (30) days. Said date shall be the new Mortgage Contingency Expiration Date. In such case, Purchaser must continue to pursue their mortgage application in good faith. If Sponsor chooses not to extend Purchaser's Mortgage Contingency Expiration date, or Purchaser has received a notice of rejection, Sponsor or Purchaser may cancel this contract by giving notice to the other, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract and the downpayment shall be promptly refunded to Purchaser.

D. If Purchaser fails to give notice of cancellation then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Down

payment and unexpended sums for special work ordered by reason of the contingency contained in this Rider and the mortgage contingency will no longer apply.

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

In the event purchaser fails to exercise the right of termination within time periods set forth above or has failed to satisfy the conditions set forth in the Secured Loan Condition Rider, then, in either case, the Purchase Agreement shall remain in full force and effect as if this Secured Loan Condition Rider was never part of the Agreement.

Under New York law, when a mortgage commitment is not is not fulfilled through no fault of purchaser, performance is excused. Therefore, if purchaser acts in good faith and lender revokes commitment after contingency period expires, performance is excused and the sponsor must grant to such purchaser a right of rescission and a reasonable period of time to exercise such right.

SELLER: 473 Bainbridge Holdings LLC

PURCHASER(S)

EXHIBIT C
INSPECTION STATEMENT

_____, 20____

Re: 473 Bainbridge Street, Brooklyn, NY.

Unit No. _____

Ladies and Gentlemen:

As a result of my/our final inspection on this date, please be advised that, except as otherwise noted on the attached sheet, I/we found the Unit in good condition:

I/we understand that to avoid the risk of pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs, mechanical chimes, plumbing fittings, light fixtures, electrical receptacles, toilet room accessories, door hardware and _____, may be installed just prior to my/our date of moving. I/we agree and I/we will sign off on each item requiring adjustment or repairs, if any, as it is completed.

I/We agree that I/we will promptly initial each item set forth on the attached inspection sheet as it is completed to acknowledge completion. My/Our failure to respond to you within five (5) business days of your written request for such acknowledgment shall be deemed to mean that I/we have accepted and acknowledged the work as complete. I/We understand that work indicated on the inspection sheet shall be performed in accordance with the practice of the industry. In the event of a dispute, Sponsor's contractor, architect or engineer shall determine whether or not such work was performed according to such standard and his or her decision shall be binding on the parties hereto.

You agree to complete all items listed on this inspection statement within a reasonable period of time following closing to my/our Unit, subject to delays for work or materials beyond your control.

This Inspection Statement shall survive closing of title to my/our Unit.

Sponsor's Representative

Purchaser's Representative

EXCEPTION SHEET AND
CERTIFICATE OF COMPLETION,
ADJUSTMENT AND/OR REPAIRS

Re: 473 Bainbridge Street
Brooklyn, NY

Purchaser:

Unit No.:

Date:

Time:

- A.
- B.
- C.
- D.
- E.
- F.
- G.
- H.
- I.
- J.
- K.
- L.

Sponsor's Representative

Purchaser's Representative

ADJUSTMENTS AND/OR REPAIRS

Number

Signature

Item

Dates Completed

1.

2.

3.

4.

5.

THIS LIMITED WARRANTY HAS BEEN FORMED IN ACCORDANCE WITH ARTICLE 36-B OF THE GENERAL BUSINESS LAW, OTHERWISE KNOWN AS THE HOUSING MERCHANT IMPLIED WARRANTY.

EFFECTIVE DATE OF THIS LIMITED WARRANTY

The effective date of this limited warranty is the earlier of the (i) date that purchaser shall first take possession of the Unit or (ii) the date of delivery of the condominium unit deed to the purchaser.

SPONSOR'S LIMIT ON MAXIMUM LIABILITY

The Sponsor's maximum liability to purchaser under this limited warranty is limited to fifty percent (50%) of the purchase price of the unit set forth in the purchase agreement to which this limited warranty is annexed as Exhibit C.

THIS LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE UNIT AND ALL COMPONENTS THEREOF, BOTH EXPRESS AND IMPLIED (INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THE PURPOSE OF THIS LIMITATION IS TO IDENTIFY THE SELLER'S RESPONSIBILITIES FOR LATENT CONSTRUCTION DEFECTS THAT COULD NOT HAVE DISCOVERED OR DISCLOSED BY AN INSPECTION OF THE UNIT.

THIS LIMITED WARRANTY EXCLUDES ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL AND INDIRECT DAMAGES.

1. THOSE COVERED UNDER THIS LIMITED WARRANTY

This Limited Warranty extends to the purchaser named on page 1 of this purchase agreement and its successors whom acquire title to the Unit by will or intestacy. This Limited Warranty does not extend to subsequent owners, possessors, lessees, mortgagees in possession of the Unit or any person(s) or entity(ies) who may succeed to the rights of the herein purchaser.

2. LIMITED WARRANTY IS GIVEN BY SPONSOR

This Limited Warranty is made solely by the Sponsor of this condominium, whose name appears on page 1 of this purchase agreement.

3. PURCHASER'S OBLIGATION TO INSPECT THE UNIT

Purchaser assumes and undertakes the responsibility to inspect the Unit prior to acquisition of title and prior to occupancy. Any defects discovered upon inspection or which may be discovered by an inspection of the Unit shall be reported to the Sponsor prior to closing of title or will be deemed waived indefinitely.

4. COVERAGE

The Warranty period for all of the following coverages begins on the effective date of this Warranty set forth herein above.

(i) For one (1) year, the home must be free from defects caused by workmanship or materials that do not meet the standards of the applicable building code; for items not covered by code, the construction must be in accordance with locally accepted building practices.

(ii) For two (2) years, the plumbing, electrical, heating, cooling and ventilation systems must be free from defects caused by unskillful installation.

(iii) For six (6) years, the home must be free from physical defects in the structural elements (foundation, floors, walls, roof framing).

Not Covered by the Housing Merchant Implied Warranty:

(i) A defect not caused by defective workmanship, materials or design.

(ii) Defects in items sold with the home, such as stoves, refrigerators, air conditioners, etc. There are implied warranties from the manufacturers of such goods which are described in other laws.

5. EXCLUSIONS FROM COVERAGE

(1) The Sponsor's total and maximum liability to any unit owner under the Sponsor's Limited Warranty is limited to fifty percent (50%) of the purchase price of the unit.

(2) The Sponsor's Limited Warranty excludes all consequential, incidental, special damages and indirect damages.

(3) The Sponsor's Limited Warranty does not cover defects in appliances, fixtures, equipment and household items, except defects due to improper installation by the Sponsor.

(4) The Sponsor's Limited Warranty does not cover any defects for any labor or in any work or materials ordered directly by any purchaser from Sponsor's sub-contractors, suppliers, or any independent contractor not engaged in any non-delegable duty(ies).

- (5) The Sponsor's Limited Warranty is limited to actual purchasers and their successors whom acquire title to the subject Unit by will or by the governing intestacy laws.
- (6) In addition, the following items are not covered by the Sponsor's Limited Warranty:
- (a) conspicuous defects and any defects which an inspection of the Unit would reveal;
 - (b) damage caused by the failure of the purchaser or any affiliate thereof, to comply with the requirements of the Sponsor's Limited Warranty or of any requirements imposed by a manufacturer, supplier of appliances, fixtures, equipment or household items;
 - (c) damage caused by the misuse, overuse, or interference by purchaser or anyone other than the Sponsor or its employees or delegates;
 - (d) any additional damage caused by the failure of purchaser to give adequate notice to the Sponsor of any defects or damage in a timely fashion as provided in the Sponsor's Limited Warranty;
 - (e) any damage caused by changes, alterations or improvements made to the Unit by anyone other than the Sponsor or its employees or delegates;
 - (f) any damage caused by purchaser's failure to adequately maintain and preserve any item or property covered under the Sponsor's Limited Warranty;
 - (g) any loss or damage caused by or stemming from an accident, catastrophe, unnatural forces due to violence or gross negligence, fire, explosion, smoke, motor vehicles, acts of God, lightening, windstorm, hail, flood, earthquake, soil movement, and changes in the underground waterbase;
 - (h) any loss or damage caused by seepage of water unless such loss or damage is directly related to a construction defect resulting from construction by the Sponsor;
 - (i) any damage resulting from purchaser's failure to take timely action to mitigate any pre-existing damages;
 - (j) any condition resulting from normal wear and tear or from normal settling of the building, including but not limited to, concrete cracks, outer building cracks which do not impair the structural stability of the building;
 - (k) insects, vermin, rodent damage and infestation, or damage caused by other animals or pests;
 - (l) death, bodily injury or damage to personal property;
 - (m) damage which arises from any misuse or unauthorized use of the Unit.

6.NOTICE

Purchasers must give notice of defects in their home in writing no later than thirty (30) days after the end of the warranty period.

7.SPONSOR'S OBLIGATIONS IN THE EVENT OF A DEFECT COVERED UNDER THIS WARRANTY

If a defect occurs in an item covered under this warranty, the Sponsor will make a good faith effort to repair, replace or pay the purchaser the reasonable cost of repairing or replacing the defective item(s) within ninety (90) days after Sponsor's inspection of the alleged defect which discloses an actual defect covered under this limited warranty. The Sponsor reserves the sole right and discretion to replace, repair or furnish payment for any defect.

The Sponsor's maximum liability under this warranty is limited to fifty percent (50%) of the purchase price of the Unit as set forth in the purchase agreement to which this exhibit is annexed.

Repair of any damage to the load bearing portions of the Unit or Building will be limited to that which is necessary to restore their load bearing functions.

COMPLETION AND DELIVERY OF NOTICE OF WARRANTY CLAIMS WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD IS NECESSARY TO PROTECT THE RIGHTS OF THE PURCHASER UNDER THIS LIMITED WARRANTY. ALL TIME PERIODS FOR SAID COVERAGES ARE OF THE ESSENCE AND WILL NOT BE EXTENDED BY THE SPONSOR.

SELLER:

By: _____

Purchaser

Purchaser

EXHIBIT E
LEAD PAINT RIDER

By signing below, I affirm that I have read this Agreement and fully understand the terms. I also understand that the Lead Paint Rider attached hereto is to be executed by the undersigned.

The U.S. Environmental Protection Agency ("EPA") and the Department of Housing and Urban Development have promulgated Federal regulations under 24 CFR Part 35 and 40 CFR Part 745 ("Regulations") pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992 regarding the disclosure of lead-based paint and/or lead-based paint hazards to prospective purchasers of Unsold Units. In accordance with the provisions of the Regulations, there is attached to this Rider a "Lead Warning Statement" and "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" to be signed by Seller, Purchaser and Agent, as applicable, simultaneously with the Purchase Agreement to which this Rider is attached. The Regulations do not require any testing or removal of lead based paint by sellers.

This Agreement is contingent upon a risk assessment or inspection of the Property ("Inspection") for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense. Intact lead-based paint that is in good condition is not necessarily a hazard. Such Inspection shall be performed within ten (10) calendar days after a countersigned Purchase Agreement has been returned to Purchaser or Purchaser's attorney on the following terms and conditions:

- (a) Purchaser and Purchaser's consultant, if any ("Consultant"), will be given reasonable access to the Unit and the public areas of the Buildings.
- (b) The Inspection shall be held at a mutually convenient time and date.
- (c) The Inspection shall be performed in a reasonable manner so as not to disturb or interfere with the use, operation, security or occupancy of the Unit or the Buildings.
- (d) Purchaser hereby indemnifies and holds Seller harmless from, and agrees to be liable for any damages to the Unit or the Buildings, injuries and all claims and lawsuits caused by the Purchaser or the Consultant during or from the Inspection.
- (e) Purchaser or the Consultant will not probe, penetrate or disturb any painted or covered surface during the Inspection without Seller's prior approval.

This Inspection contingency will terminate at the end of such ten-day period without further notification by Seller unless the Purchaser (or Purchaser's agent) delivers to Seller or Seller's agent a proposed Purchase Agreement Addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report (the "Report"). The Seller may, at the Seller's sole option, within five (5) business days after delivery of the Addendum and Report, elect in writing whether to correct the condition(s) prior to Closing. If the Seller will correct the condition, the Seller shall furnish the Purchaser with a certification from the Consultant or from the Seller's risk assessor or inspector, confirming that the condition has been remedied before the Closing

date, as such date may be extended or adjourned, as provided in the Purchase Agreement. If the Seller does not elect to make the repairs or if, within three (3) days, Seller does not make a counter-offer to remove this contingency and sell the Unit in "as is" condition, then this Purchase Agreement shall become void and the Contract Deposit will be refunded to Purchaser. The Purchaser may remove this contingency at any time without cause.

PURCHASER AGREES THAT IT IS PURCHASING THE UNIT "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CONDITION OF THE UNIT AND THE BUILDINGS, EXCEPT AS MAY BE OTHERWISE PROVIDED IN THE PLAN. PURCHASER FURTHER AGREES THAT SELLER HAS NO RESPONSIBILITY OR LIABILITY FOR, AND PURCHASER HEREBY UNCONDITIONALLY RELEASES SELLER FROM, ANY AND ALL LIABILITY, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, THAT IS BASED UPON OR RELATED TO, THE EXISTENCE OF LEAD OR LEAD-BASED PAINT OR OTHER SOURCES OF LEAD ON OR ABOUT THE UNIT AND THE BUILDINGS.

Purchaser

Purchaser

SELLER:

By: _____

Title: Disclosure of Information on
Lead-Based Paint and/or Lead-Based Paint Hazards
SALE

Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

Seller's Disclosure:

- (a) Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment:

- (c) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
- (d) Purchaser has [check (i) or (ii) below]:
 - (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) Waived an opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment:

- (e) Agent has informed Seller of Seller's obligations under 42 U.S.C. Section 4852d and is aware of its responsibility to ensure compliance.

Certification of Accuracy:

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

By:
Authorized Signatory

DOCUMENT NUMBER 3

NEW YORK STATE AND
NEW YORK CITY TAX FORMS

New York State
Real Estate Transfer Tax Return
Credit Line Mortgage Certificate (TP-584)

and

New York Department of Finance
Real Property Transfer Tax Return (RPT)

Law Office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, New York 11219

1



FINANCE
NEW YORK
THE CITY OF NEW YORK
DEPARTMENT OF FINANCE

NYC
RPT

NEW YORK CITY DEPARTMENT OF FINANCE
REAL PROPERTY TRANSFER TAX RETURN
(Pursuant to Title 11, Chapter 21, NYC Administrative Code)

TYPE OR PRINT LEGIBLY

If the transfer involves more than one grantor or grantee or a partnership, the names, addresses and Social Security Numbers or Employer Identification Numbers of all grantors or grantees and general partners must be provided on Schedule 3, page 3.



GRANTOR

Name

Grantor is a(n): ☐ individual ☐ partnership (must complete Schedule 3)
(check one) ☐ corporation ☐ other

Telephone Number

Permanent mailing address after transfer (number and street)

City and State

Zip Code

EMPLOYER IDENTIFICATION NUMBER

SOCIAL SECURITY NUMBER

OR

DO NOT WRITE IN THIS SPACE
FOR OFFICE USE ONLY

RETURN NUMBER

DEED SERIAL NUMBER

NYS REAL ESTATE TRANSFER TAX PAID

GRANTEE

Name

Grantee is a(n): ☐ individual ☐ partnership (must complete Schedule 3)
(check one) ☐ corporation ☐ other

Telephone Number

Permanent mailing address after transfer (number and street)

City and State

Zip Code

EMPLOYER IDENTIFICATION NUMBER

SOCIAL SECURITY NUMBER

OR

PROPERTY LOCATION

LIST EACH LOT SEPARATELY. ATTACH A RIDER IF ADDITIONAL SPACE IS REQUIRED

Address (number and street)	Apt. No.	Borough	Block	Lot	# of Floors	Square Feet	Assessed Value of Property

DATE OF TRANSFER TO GRANTEE:

PERCENTAGE OF INTEREST TRANSFERRED: %

CONDITION OF TRANSFER See Instructions

Check (✓) all of the conditions that apply and fill out the appropriate schedules on pages 5-11 of this return. Additionally, Schedules 1 and 2 must be completed for all transfers.

- | | |
|--|--|
| <p>a. ☐ Arms length transfer</p> <p>b. ☐ Transfer in exercise of option to purchase</p> <p>c. ☐ Transfer from cooperative sponsor to cooperative corporation</p> <p>d. ☐ Transfer by referee or receiver (complete Schedule A, page 5)</p> <p>e. ☐ Transfer pursuant to marital settlement agreement or divorce decree</p> <p>f. ☐ Deed in lieu of foreclosure (complete Schedule C, page 6)</p> <p>g. ☐ Transfer pursuant to liquidation of an entity (complete Schedule D, page 6)</p> <p>h. ☐ Transfer from principal to agent, dummy, strawman or conduit or vice-versa (complete Schedule E, page 7)</p> <p>i. ☐ Transfer pursuant to trust agreement or will (attach a copy of trust agreement or will)</p> <p>j. ☐ Gift transfer not subject to indebtedness</p> <p>k. ☐ Gift transfer subject to indebtedness</p> <p>l. ☐ Transfer to a business entity in exchange for an interest in the business entity (complete Schedule F, page 7)</p> | <p>m. ☐ Transfer to a governmental body</p> <p>n. ☐ Correction deed</p> <p>o. ☐ Transfer by or to a tax exempt organization (complete Schedule G, page 8)</p> <p>p. ☐ Transfer of property partly within and partly without NYC</p> <p>q. ☐ Transfer of successful bid pursuant to foreclosure</p> <p>r. ☐ Transfer by borrower solely as security for a debt or a transfer by lender solely to return such security</p> <p>s. ☐ Transfer wholly or partly exempt as a mere change of identity or form of ownership. Complete Schedule M, page 9)</p> <p>t. ☐ Transfer to a REIT or to a corporation or partnership controlled by a REIT. (Complete Schedule R, pages 10 and 11)</p> <p>u. ☐ Other transfer in connection with financing (describe):</p> <p>v. ☐ Other (describe):</p> |
|--|--|

● TYPE OF PROPERTY (✓)	
a. ☐ 1-3 family house	
b. ☐ Individual residential condominium unit	
c. ☐ Individual cooperative apartment	
d. ☐ Commercial condominium unit	
e. ☐ Commercial cooperative	
f. ☐ Apartment building	
g. ☐ Office building	
h. ☐ Industrial building	
i. ☐ Utility	
j. ☐ OTHER. (describe): _____	

● TYPE OF INTEREST (✓)	
Check box at LEFT if you intend to record a document related to this transfer. Check box at RIGHT if you do not intend to record a document related to this transfer.	
REC.	NON REC.
a. ☐ Fee	☐
b. ☐ Leasehold Grant	☐
c. ☐ Leasehold Assignment or Surrender	☐
d. ☐ Easement	☐
e. ☐ Development Rights	☐
f. ☐ Stock	☐
g. ☐ Partnership Interest	☐
h. ☐ OTHER. (describe): _____	☐

SCHEDULE 1 - DETAILS OF CONSIDERATION ▼

COMPLETE THIS SCHEDULE FOR ALL TRANSFERS AFTER COMPLETING THE APPROPRIATE SCHEDULES ON PAGES 5 THROUGH 11. ENTER "ZERO" ON LINE 11 IF THE TRANSFER REPORTED WAS WITHOUT CONSIDERATION.

1. Cash	● 1.		
2. Purchase money mortgage	● 2.		
3. Unpaid principal of pre-existing mortgage(s)	● 3.		
4. Accrued interest on pre-existing mortgage(s)	● 4.		
5. Accrued real estate taxes	● 5.		
6. Amounts of other liens on property	● 6.		
7. Value of shares of stock or of partnership interest received	● 7.		
8. Value of real or personal property received in exchange	● 8.		
9. Amount of Real Property Transfer Tax and/or other taxes or expenses of the grantor which are paid by the grantee	● 9.		
10. Other (describe): _____	● 10.		
11. TOTAL CONSIDERATION (add lines 1 through 10 - must equal amount entered on line 1 of Schedule 2) (see instructions)	● 11.		

See instructions for special rules relating to transfers of cooperative units, liquidations, marital settlements and transfers of property to a business entity in return for an interest in the entity.

SCHEDULE 2 - COMPUTATION OF TAX ▼

A. Payment		Pay amount shown on line 14 - See Instructions	Payment Enclosed	\$0.00
1. Total Consideration (from line 11, above)	● 1.		\$0.00	
2. Excludable liens (see instructions)	● 2.			
3. Consideration (Line 1 less line 2)	● 3.		\$0.00	
4. Tax Rate (see instructions)	● 4.		%	
5. Percentage change in beneficial ownership (see instructions)	● 5.		100 %	
6. Taxable consideration (multiply line 3 by line 5)	● 6.		\$0.00	
7. Tax (multiply line 6 by line 4)	● 7.		\$0.00	
8. Credit (see instructions)	● 8.			
9. Tax due (line 7 less line 8) (if the result is negative, enter zero)	● 9.		\$0.00	
10. Interest (see instructions)	● 10.			
11. Penalty (see instructions)	● 11.			
12. Total tax due (add lines 9, 10 and 11)	● 12.		\$0.00	
13. Filing Fee	● 13.			
14. Total Remittance Due (line 12 plus line 13)	● 14.		\$0.00	

SCHEDULE 3 - TRANSFERS INVOLVING MULTIPLE GRANTORS AND/OR GRANTEE(S) OR A PARTNERSHIP**NOTE** If additional space is needed, attach copies of this schedule or an addendum listing all of the information required below.**GRANTOR(S)/PARTNER(S)**

NAME	
PERMANENT MAILING ADDRESS AFTER TRANSFER	
CITY AND STATE	ZIP CODE

SOCIAL SECURITY NUMBER	
OR	
EMPLOYER IDENTIFICATION NUMBER	

NAME	
PERMANENT MAILING ADDRESS AFTER TRANSFER	
CITY AND STATE	ZIP CODE

SOCIAL SECURITY NUMBER	
OR	
EMPLOYER IDENTIFICATION NUMBER	

NAME	
PERMANENT MAILING ADDRESS AFTER TRANSFER	
CITY AND STATE	ZIP CODE

SOCIAL SECURITY NUMBER	
OR	
EMPLOYER IDENTIFICATION NUMBER	

NAME	
PERMANENT MAILING ADDRESS AFTER TRANSFER	
CITY AND STATE	ZIP CODE

SOCIAL SECURITY NUMBER	
OR	
EMPLOYER IDENTIFICATION NUMBER	

GRANTEE(S)/PARTNER(S)

NAME	
PERMANENT MAILING ADDRESS AFTER TRANSFER	
CITY AND STATE	ZIP CODE

SOCIAL SECURITY NUMBER	
OR	
EMPLOYER IDENTIFICATION NUMBER	

NAME	
PERMANENT MAILING ADDRESS AFTER TRANSFER	
CITY AND STATE	ZIP CODE

SOCIAL SECURITY NUMBER	
OR	
EMPLOYER IDENTIFICATION NUMBER	

NAME	
PERMANENT MAILING ADDRESS AFTER TRANSFER	
CITY AND STATE	ZIP CODE

SOCIAL SECURITY NUMBER	
OR	
EMPLOYER IDENTIFICATION NUMBER	

NAME	
PERMANENT MAILING ADDRESS AFTER TRANSFER	
CITY AND STATE	ZIP CODE

SOCIAL SECURITY NUMBER	
OR	
EMPLOYER IDENTIFICATION NUMBER	

GRANTOR'S ATTORNEY ▼

Name of Attorney		Telephone Number ()	
Address (number and street)		City and State	Zip Code
EMPLOYER IDENTIFICATION NUMBER	-	OR	SOCIAL SECURITY NUMBER
			- -

GRANTEE'S ATTORNEY ▼

Name of Attorney		Telephone Number ()	
Address (number and street)		City and State	Zip Code
EMPLOYER IDENTIFICATION NUMBER	-	OR	SOCIAL SECURITY NUMBER
			- -

CERTIFICATION ▼

I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

GRANTOR

Sworn to and subscribed to

before me on this _____ day

of _____,

EMPLOYER IDENTIFICATION NUMBER OR
SOCIAL SECURITY NUMBER

Name of Grantor

Signature of Notary

Signature of Grantor

Notary's
stamp
or seal**GRANTEE**

Sworn to and subscribed to

before me on this _____ day

of _____,

EMPLOYER IDENTIFICATION NUMBER OR
SOCIAL SECURITY NUMBER

Name of Grantee

Signature of Notary

Signature of Grantee

Notary's
stamp
or seal

GRANTEE: To ensure that your property and water/sewer tax bills are sent to the proper address you must complete the Registration forms included in this packet. Owner's Registration Cards can also be obtained by calling the Department of Finance at (718) 935-9500.

SCHEDULE A - TRANSFER BY REFEREE OR RECEIVER**NOTE**

The consideration for a transfer by a referee or receiver under foreclosure or execution is the amount bid for the property or economic interest therein and the costs paid by the purchaser, plus the amount of any pre-existing mortgages, liens or other encumbrances remaining on the property after the transfer, whether or not the underlying indebtedness is assumed.

1. Was this transfer the result of a court ordered sale pursuant to foreclosure or execution? (✓) ☐ YES ☐ NO
If "yes," complete lines 2a through 2f below. If "no," complete line 3 below.
- 2a. Status of grantee: (✓)
☐ Nominee of plaintiff ☐ Plaintiff in foreclosure action ☐ Assignee of plaintiff ☐ Transferee of successful bidder
☐ Other (describe): _____
- 2b. Priority of mortgage foreclosed upon: → ☐ first ☐ second ☐ third or other
- 2c. Amount of foreclosure judgment2c. _____
- 2d. Price bid by grantee (enter here and on Schedule 1. See instructions)2d.
- 2e. Costs paid by grantee (enter here and on line 10, Schedule 1)2e.
- 2f. Amount of remaining mortgages, liens or other encumbrances (enter here and on Schedule 1. See instructions)2f.
3. If the answer to line 1 above is "no", state the reason for this transfer:

SCHEDULE B - TRANSFER OF SHARES OF STOCK IN A COOPERATIVE HOUSING CORPORATION

- A. Name and address of cooperative housing corporation: _____ Zip Code: _____
- B. 1) Is this an initial transfer of shares from either a cooperative housing corporation or a sponsor? (✓) ☐ YES ☐ NO
- 2) If "yes," enter the date the NYC Real Property Transfer Tax was paid on the transfer of land and/or building to the cooperative housing corporation
MONTH DAY YEAR
If this initial transfer is more than 2 years from the above date, enter the date the first of these initial transfers was made
MONTH DAY YEAR
- C. Is this a transfer of an individual unit in a housing company organized and operating pursuant to the provisions of articles two, four, five, or eleven of the Private Housing Finance Law? (✓) ☐ YES ☐ NO
If "yes," you are not subject to the Real Property Transfer Tax. However, you must file a return.

NOTE

If you answered "yes," to question B above, you may be entitled to a credit. Complete lines 1 through 4 below.
If you answered "no," to question B above, you are not entitled to a credit.

CREDIT CALCULATION

1. Enter the amount of NYC Real Property Transfer Tax paid on conveyance of underlying real property to cooperative housing corporation1.
2. Enter the number of shares transferred in this transaction2.
3. Enter the total number of outstanding shares of the cooperative housing corporation including any shares held by the corporation3.
4. Amount of credit (divide line 2 by line 3 and multiply the result by line 1. Enter here and on line 8, Schedule 2)4.

SCHEDULE C - TRANSFER IN LIEU OF FORECLOSURE ▼

NOTE A conveyance by a defaulting mortgagor to the mortgagee (or to a nominee or assignee of the mortgagee) in consideration of the cancellation of the mortgage debt is taxable. The consideration is the amount of the outstanding mortgage debt and unpaid accrued interest, plus the amount of any other mortgages, liens or encumbrances remaining on the property or economic interest or the underlying real property after the transfer, whether or not the underlying indebtedness is assumed and irrespective of whether the cancellation of the mortgage was recorded.

1. Status of grantee: (✓)
☐ Mortgagee ☐ Nominee of mortgagee ☐ Assignee of mortgagee
☐ Other (describe): _____
2. Priority of mortgage in default: ☐ first ☐ second ☐ third or other
3. Amount of debt owed by grantor to mortgagee at time of transfer:
- | | | | |
|---|-----|--|--|
| a. Outstanding principal (enter here and on line 3 of Schedule 1) | 3a. | | |
| b. Accrued interest (enter here and on line 4 of Schedule 1) | 3b. | | |
| 4. Amount of mortgages, liens or other encumbrances remaining on the real property or economic interest therein after the transfer (enter here and on Schedule 1. See instructions) | 4. | | |

SCHEDULE D - TRANSFER PURSUANT TO PARTIAL OR COMPLETE LIQUIDATION OF CORPORATION, PARTNERSHIP OR OTHER ENTITY ▼

SEE INSTRUCTIONS AND SCHEDULE M.

NOTE A distribution of real property or an economic interest therein within 12 months of liquidation of the distributing entity is presumed to be a distribution in liquidation. *Attach a balance sheet reflecting the grantor's assets and liabilities at the time of the liquidation.*

COMPUTATION OF TAX BASE

- | | | | |
|--|----|--|--|
| 1. Fair market value of real property or economic interest therein at the time of liquidation | 1. | | |
| 2. Amount of mortgages or other liens or encumbrances on real property or economic interest therein .. | 2. | | |
| 3. Tax base: Compare line 1 and line 2, enter the greater of the two here and on line 11, Schedule 1 | 3. | | |

IF, PURSUANT TO THE INSTRUCTIONS, YOU ARE FILING MORE THAN ONE SCHEDULE D, IDENTIFY THE PROPERTY THAT THIS SCHEDULE D REFERS TO.

BOROUGH	BLOCK	LOT	ADDRESS	FAIR MARKET VALUE

SCHEDULE E - TRANSFER BY OR TO AN AGENT, DUMMY, STRAWMAN OR CONDUIT ▼**NOTE**

A transfer from an agent, dummy, strawman or conduit to a principal or from a principal to an agent, dummy, strawman or conduit is exempt from the Real Property Transfer Tax. Complete questions 1 through 8 below to establish the claim of exemption.

1. Name and address of party from whom the property or economic interest was acquired by grantor: _____
2. Date of acquisition: _____
3. Is this conveyance either a transfer from an agent to a principal or from a principal to an agent? (✓) ☐ YES ☐ NO
If "yes," attach a copy of agency agreement or affidavit of explanation. _____
4. Amount of Real Property Transfer Tax paid upon acquisition by grantor _____
5. Is this transfer part of a transfer to and from a corporation for the sole purpose of acquiring mortgage financing? (✓) ☐ YES ☐ NO
6. Is this transfer to a dummy, strawman, or conduit from a principal or vice versa? (✓) ☐ YES ☐ NO
7. If this is a transfer to an agent, dummy, strawman, or conduit, is the grantee actively engaged in a business? (✓) ☐ YES ☐ NO
8. If the answers to questions 3, 5, 6 and 7 above are all "no," describe the relationship of the grantor and the grantee and the purpose of the transfer:

SCHEDULE F - TRANSFER TO BUSINESS ENTITY IN RETURN FOR AN INTEREST IN THE BUSINESS ENTITY ▼

SEE SCHEDULE M AND INSTRUCTIONS.

NOTE

A transfer of property or an economic interest therein to a corporation in exchange for shares of its capital stock may be taxable, even where there is no simultaneous exchange of shares of stock for the real property or economic interest therein, if the transfer is part of a plan to form a corporation for the purpose of holding the property or economic interest therein. A transfer to a partnership as a contribution of partnership assets may be similarly taxable.

1. Relationship of grantee to grantor(s) immediately after the transfer: (✓)
☐ Corporation wholly owned by grantor(s) ☐ Partnership consisting wholly of grantor(s)
☐ Corporation owned by grantor(s) and other(s) ☐ Partnership consisting of grantor(s) and other(s)
☐ Other (describe): _____
2. If this transfer has more than one grantor, state the percentage of interest transferred by each grantor. (If the grantor is a partnership or limited partnership, state the percentage of interest transferred by each individual partner or limited partner.)

Name

Percentage of interest

	%
	%
	%

3. Date of formation of grantee business 3.
4. Fair market value of the real property or economic interest therein at time of transfer 4.
5. Basis used for depreciation of the real property on federal tax return by the grantor before this transfer 5.
6. Basis to be used for depreciation of the real property on federal tax return by the grantee after this transfer 6.
7. Amount of mortgages, liens or encumbrances on the real property transferred 7.
8. Other consideration received from the business entity (attach schedule) 8.
9. Value of shares of stock or partnership interest received in exchange for the real property or interest therein (line 4 less the sum of lines 7 and 8) (enter here and on line 7, Schedule 1) 9.

SCHEDULE G - TRANSFER BY OR TO A TAX EXEMPT ORGANIZATION ▼**NONPROFIT ORGANIZATIONS PLEASE REFER TO THE INSTRUCTIONS "EXEMPTIONS FROM THE TRANSFER TAX"**

NOTE A transfer by or to an eligible tax exempt organization is exempt from the Real Property Transfer Tax. To be eligible, an organization must be operated exclusively for religious, charitable or educational purposes and must provide proof of the organization's tax exempt status. If claiming tax exempt status, please answer questions 1 and 2. Additionally, the organization must provide copies of any letters granting an IRS or New York State sales tax exemption or New York City exemption and ATTACH AN AFFIDAVIT stating whether such an exemption remains in effect.

1. Is the grantor or grantee an organization exempt from taxation pursuant to IRS Code Section 501(c)(3)? (✓) ☐ YES ☐ NO
If "YES", attach a copy of the letter from the U. S. Treasury Department granting the exemption.
2. Has the grantor or grantee received an exemption from sales tax from the NYS Department of Taxation and Finance? (✓)... ☐ YES ☐ NO
If "YES", attach a copy of the letter from the NYS Department of Taxation and Finance granting the exemption.

SCHEDULE H - TRANSFER OF CONTROLLING ECONOMIC INTEREST ▼

- A. Name, address and Employer Identification Number (EIN) of entity with respect to which a controlling economic interest has been transferred:

Name :

Address:

Zip Code:

EIN

	-	
--	---	--

NOTE If the real property that is the subject of this transfer is owned by an entity other than the entity listed above, check (✓) the box and attach a schedule listing the name, address and Employer Identification Number of the entity. ☐

- | | | |
|---|----|---|
| B. Total percentage of economic interest transferred in this transaction | B. | % |
| C. Total percentage of economic interest transferred by this grantor(s) or others in related transfers or pursuant to plan (including this transaction) | C. | % |
| D. Total percentage of economic interest transferred by this grantor(s) or others within the preceding three years (including this transaction) | D. | % |
| E. Total percentage of economic interest acquired by this grantee(s) or others in related transfers or pursuant to plan (including this transaction) | E. | % |
| F. Total percentage of economic interest acquired by this grantee(s) or others within the preceding three years (including this transaction) | F. | % |

NOTE If any of the above percentages is 50% or more, complete lines 1 and 2 below and Schedules 1 and 2. Attach a rider explaining apportionment of consideration.

COMPUTATION OF CONSIDERATION

1. Total consideration for this transfer1.
2. Amount apportioned to item of NYC real property or interest therein (see instructions)2.

SCHEDULE M - MERE CHANGE OF FORM TRANSFERS

For transfers occurring on or after June 9, 1994, a transfer that represents a mere change in identity or form of ownership or organization is not taxable to the extent the beneficial ownership of the real property or economic interest therein remains the same. (See instructions) ATTACH COPIES OF ALL RELEVANT DOCUMENTS.

- For each person or entity who, prior to the transaction being reported on this Schedule M, owned a beneficial interest in the property or economic interest therein transferred, report above the percentage of beneficial interest in that real property or economic interest therein owned by that owner before and after the transfer, and describe the relationship of each beneficial owner to the grantor and grantee. Attach additional pages, if necessary.
- If, for any owner, the amount reported in column D is less than the amount reported in column E, enter zero in column F.

A 1. NAME OF BENEFICIAL OWNER	B RELATIONSHIP TO GRANTOR (attach rider if necessary)	C RELATIONSHIP TO GRANTEE	D PERCENTAGE INTEREST BEFORE	E PERCENTAGE INTEREST AFTER	F CHANGE D minus E
			%	%	
2. TOTAL CHANGE (total of column F) Enter here and on Schedule 2, line 5.					

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Multi-member LLC ☐ Other	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
	Mailing address	SSN
	City State ZIP code	Employer Identification Number (EIN)
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Multi-member LLC ☐ Other	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
	Mailing address	SSN
	City State ZIP code	EIN
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County

Type of property conveyed (mark an X in applicable box)

1 ☐ One- to three-family house	6 ☐ Apartment building	Date of conveyance <table border="1"><tr><td> </td><td> </td><td> </td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>				month	day	year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
month	day		year						
2 ☐ Residential cooperative	7 ☐ Office building								
3 ☐ Residential condominium	8 ☐ Four-family dwelling								
4 ☐ Vacant land	9 ☐ Other _____								
5 ☐ Commercial/industrial									

**Condition of conveyance
(mark an X in all that apply)**

a. ☐ Conveyance of fee interest	f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. ☐ Option assignment or surrender
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)	g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. ☐ Leasehold assignment or surrender
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)	h. ☐ Conveyance of cooperative apartment(s)	n. ☐ Leasehold grant
d. ☐ Conveyance to cooperative housing corporation	i. ☐ Syndication	o. ☐ Conveyance of an easement
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. ☐ Conveyance of air rights or development rights	p. ☐ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. ☐ Contract assignment	q. ☐ Conveyance of property partly within and partly outside the state
		r. ☐ Conveyance pursuant to divorce or separation
		s. ☐ Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$		
	Schedule B, Part 2 \$		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		
2.		
3.		
4.		
5.		
6.		

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an **X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an **X** in the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - e ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature_____
Title_____
Grantee signature_____
Title_____
Grantor signature_____
Title_____
Grantee signature_____
Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

DOCUMENT NUMBER 4

UNIT OWNER'S POWER OF ATTORNEY

Law Office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, New York 11219

UNIT OWNER'S POWER OF ATTORNEY

THE 473 BAINBRIDGE STREET CONDOMINIUM

Any terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of the premises known as THE 473 BAINBRIDGE STREET CONDOMINIUM and by the street number 473 BAINBRIDGE STREET, Brooklyn, New York, under Article 9-B of the Real Property Law of the State of New York, dated

, and recorded in the New York County office of the Register in The City of New York (hereinafter referred to as "Declaration"), or (b) in the By-Laws of THE 473 BAINBRIDGE STREET CONDOMINIUM (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, the owner of the Condominium Unit (hereinafter referred to as the "Undersigned's Unit") known as Unit No. _____ in THE 473 BAINBRIDGE STREET CONDOMINIUM, said Unit being designated as Tax Lot _____ in Block 1505 of Section ____ of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with any interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owner's respective Common Interests, subject to the provisions of the By-Laws then in effect, (1)(a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects surrender the same pursuant to the terms of paragraph (C) of Section 6.2 of the By-Laws, (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning, resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Condominium Board deems necessary or appropriate.

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

IN WITNESS WHEREOF, the undersigned have executed this Unit Owner's Power of Attorney as of the day of , 20

STATE OF NEW YORK)
COUNTY OF) ss.:

On the day of in the year 20 , before me, the undersigned, a notary public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary Public

POWER OF ATTORNEY

to

CONDOMINIUM BOARD OF
THE 473 BAINBRIDGE STREET CONDOMINIUM

Premises:
Unit ____
473 BAINBRIDGE STREET
Brooklyn, New York

County: Kings

Block: 1505

Lot: 49

Record and return to:

DOCUMENT NUMBER 5

CONDOMINIUM UNIT DEED

Law Office of Hershy Itzkowitz, P.C..
1154 60th Street
Brooklyn, New York 11219

CONDOMINIUM UNIT DEED

THIS INDENTURE, made the _____ day of _____, 20____ by _____
and between _____
with an address at _____
(hereinafter collectively referred to as the "Grantor"); and
with an address at _____
(hereinafter referred to as the "Grantee").

W I T N E S S E T H:

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

ALL OF THE PROPERTY DESCRIBED IN "SCHEDULE A"
ANNEXED HERETO, KNOWN AS CONDOMINIUM UNIT _____ IN
THE 473 BAINBRIDGE STREET CONDOMINIUM, 473 BAINBRIDGE STREET
BROOKLYN, NEW YORK
TAX BLOCK 1505, F/K/A LOT 49, N/K/A LOT _____

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

Together with, and subject to, the rights, obligations, easements, restrictions, agreements and other provisions set forth in the Declaration and the By-Laws of THE 473 BAINBRIDGE STREET CONDOMINIUM, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute the covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Together with an easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements now existing as a result of construction of the Building, of which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit, after damage or destruction by fire or other casualty, or any taking in condemnation or eminent domain proceeds, or by alteration or repair to the Common Elements made by or with the consent of the board of Managers, so that any such encroachment may remain as long as the units stand.

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 17 of the Declaration shall control.

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

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

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

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

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

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

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

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

GRANTOR:

GRANTEE:

STATE OF NEW YORK)
COUNTY OF) ss.:

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

Notary Public

SCHEDULE A

DESCRIPTION OF THE UNIT

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit No. ____ in the building (hereinafter referred to as the "Building") known as THE 473 BAINBRIDGE STREET CONDOMINIUM and by the street number 473 BAINBRIDGE STREET, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit No. ____ in a certain declaration dated _____ made pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Property") upon which the Building is situate (which Land is more particularly described in Schedule A annexed hereto and by this reference made a part hereof), which declaration was recorded in the New York County office of the Register of The City of New York as Condominium Plan No. ____ on _____ as Document ID No. _____, City Register File No. _____, together with Map No. _____. This Unit is also designated as Tax Lot _____ in Block _____ of Section ____ of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by _____, R.A., and filed with the Real Property Assessment Department of The City of New York as Condominium No. _____.

Together with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration) and situated on the land described as follows:

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

CONDOMINIUM UNIT DEED

GRANTOR:

GRANTEE:

Premises:
Unit No.
473 BAINBRIDGE STREET
Brooklyn, New York

County: Kings

Block: 1505

Lot: 49

Record and return to:

DOCUMENT NUMBER 6

DECLARATION OF CONDOMINIUM

Law Office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, New York 11219

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as

473 Bainbridge Street
Brooklyn, NY 11233

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

Name:

THE 473 BAINBRIDGE STREET CONDOMINIUM

Declarant:

473 Bainbridge Holdings LLC
98-35 Metropolitan Avenue
Forest Hills, NY 11375

Date of Declaration:

Record & return to:

Law office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, NY 11219

The land affected by the within instrument lies in Block 1505
formerly known as Lot 49 and now known as
Lots through inclusive on the
Tax Map of the Borough of Brooklyn,
City and State of New York

TABLE OF CONTENTS

Article 1	
Definitions	1
Article 2	
Submission of the Property	1
Article 3	
Description of the Land.....	1
Article 4	
Description of the Building	2
Article 5	
Name of the Condominium	2
Article 6	
The Units	2
Article 7	
The Common Elements	2
Article 8	
Determination of Common Interests	4
Article 9	
Use of Units	4
Article 10	
Easements for the Enjoyment of Common Elements.....	4
Article 11	
Other Easements.....	4
Article 12	
Alterations, Addition, Improvements and Changes to Units.....	6
Article 13	
Acquisition of Units by the Condominium Board.....	6
Article 14	
Power of Attorney to the Condominium Board.....	7
Article 15	
Termination of Condominium	7
Article 16	
Covenant of Further Assurances	8
Article 17	
Covenants to Run with the Land.....	8
Article 18	
Amendments to this Declaration	10
Article 19	
Consents of Sponsor	10
Article 20	
Person to Receive Service.....	10
Article 21	
Incorporation by Reference	10

Article 22	
Waiver.....	11
Article 23	
Severability.....	11
Article 24	
Gender	11
Article 25	
Captions.....	12
EXHIBIT A TO THE DECLARATION OF THE 473 BAINBRIDGE STREET CONDOMINIUM DESCRIPTION OF THE LAND	13
EXHIBIT B TO THE DECLARATION OF THE 473 BAINBRIDGE STREET CONDOMINIUM	14
EXHIBIT C TO THE DECLARATION OF THE 473 BAINBRIDGE STREET CONDOMINIUM DEFINITIONS	15
EXHIBIT D BY LAWS	*

* Reproduced in full in as Exhibit D

DECLARATION
of
THE 473 BAINBRIDGE STREET CONDOMINIUM

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

473 Bainbridge Holdings LLC with an address at 9835 Metropolitan Avenue, Forest Hills, NY 11375, (the "Declarant"), hereby declares as follows:

Article 1 - Definitions

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

Article 2 - Submission of the Property

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

(b) All unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution, shall belong to the Sponsor. It may be developed for personal use only or sold, transferred or hypothecated to any other entity for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar agreement.

Article 3 - Description of the Land

The land is located in the Borough of Brooklyn, County of Kings, in the City and State of New York, and is designated on the Tax Map of Kings County as Block 1505 formerly known as Lot 49 and being designated herein as Lots through inclusive. See Exhibit A attached hereto for a metes and bounds description of the land.

Article 4 - Description of the Building

There is one (1) building on the site which consist of four (4) stories and cellar. The building contains six (6) residential units and four (4) roof units.

Article 5 - Name of the Condominium

The Condominium shall be known as THE 473 Bainbridge Street CONDOMINIUM.

Article 6 - The Units

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

(b) Statement of Dimensions. Exterior dimensions are taken from the outside face of the exterior walls. Interior dimensions are taken from the inside face of the interior partitions. Areas are measured from the outside face of the exterior walls of the building and from the center line of the interior partitions, dividing units from each other and from corridors, stairs and mechanical spaces.

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

Article 7 - The Common Elements

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

to limit the generality of the foregoing in any respect, and unless otherwise provided for in the Floor Plans, Common Elements include the following:

(i) The Land not specifically designated to any of the Condominium Units on the Floor Plans.

(ii) all foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, floors, roofs and ceilings in, on or under the Building, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof;

(iii) all vestibules, stairs, elevators, mechanical and electrical equipment spaces, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof;

(iv) All central and appurtenant installations and facilities for services such as power, light, telephone, gas, sewer, plumbing, drainage, hot and cold water distribution, ventilation, garbage disposal, and other mechanical and electrical systems to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof, if any.

(v) All sewer and drainage pipes.

(vi) All other parts of the Property and all apparatus and installations existing in the Buildings or Premises for common use of the Unit Owners or which are, or may be necessary or convenient for the existence, maintenance or safety of the Buildings.

B. Limited Common Elements.

(i) Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more Units.

(ii) The Unit Owner's or Owners' right to make alterations, additions or improvements to the Limited Common Elements shall be subject to the provisions of Article 12 of this Declaration, which shall also govern alterations, additions, or improvements allocated to the Units.

(iii) The Limited Common Element in this Condominium are the yards and balconies.

C. The Common Elements shall remain undivided and are not subject to partition nor are they severable from the Units except in accordance with The Condominium Act (Article 9-B of the Real Property Law), or as expressly permitted pursuant to the terms of Section 5.5 of the By-Laws.

Article 8 - Determination of Common Interests

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

Article 9 - Use of Units

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

Article 10 - Easements for the Enjoyment of Common Elements

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

Article 11 - Other Easements

(a) Subject to the terms of the By-Laws and to the Rules and Regulations, each Unit Owner shall have, in common with all other Unit Owners, an easement to use any of the Common Elements, and all pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Unit or the Common Elements to the extent that such Common Element and utility distribution system serves, or is necessary to the service of, his or her Unit, and each Unit and all of the Common Elements shall be subject to such easement. In addition, each Unit Owner shall have a reasonable right of access through any other Unit for the purpose of entry to any part of his Unit where there is no other means of access to such part of his Unit or Limited Common Elements allocated to his Unit. In addition, the Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements to inspect the same, to remove violations therefrom and to

install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and the rights of access granted in this paragraph shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted only upon reasonable notice, except that no such notice shall be necessary in the event of repairs or replacements immediately necessary or required for the preservation or safety of the Building, for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building. Each of the units may maintain or replace its porches or balconies.

(b) The Condominium Board shall have, on behalf of all Unit Owners, the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as the Condominium Board shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof or for the general health or welfare of the owners, tenants and occupants of the appropriate Units; provided, however, that the grant of such additional utility easements, or the relocation of existing utility easements, shall not unreasonably interfere with the use of the Units for their permitted purposes. Any utility company, as well as its officers, employees and agent, shall have the right of access to each Unit and to the Common Elements in furtherance of such easement. However, such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

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

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

(e) In addition, a right of access is hereby granted to the unit owners, their successors, heirs and assigns, for the purpose of gaining access to the following areas: common areas; mechanical areas of the building, including but not limited to the boiler room, storage room, meter room or any other facility to which each such unit owner has a right of use; or to any area of the property that such Unit Owner has a right to use as part of his Unit or as a Common Element. However, the right shall only be exercised in a reasonable manner.

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

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

(a) Units. Each Unit Owner shall have the right to:

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

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

(iii) change the layout of his unit;

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

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

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

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

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

Article 13 - Acquisition of Units by the Condominium Board

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

designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

Article 14 - Power of Attorney to the Condominium Board

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

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

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

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

(b) In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Owner's Power of Attorney in the form provided.

Article 15 - Termination of Condominium

The Condominium shall continue until terminated by (i) casualty loss, condemnation, or eminent domain, as more particularly provided in the By-Laws or (ii) withdrawal of the Property from the provisions of the Condominium Act by at least eighty percent (80%) of the vote. In the event that said withdrawal is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in accordance with the factors set out in The New York State Condominium Act Section 339-i(1)(iv), which is based on floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, the overall dimensions of the particular unit and the fair market value of such unit. In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. No payment shall be made to a Unit Owner until there has first been paid, out of his

or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens.

Article 16 - Covenant of Further Assurances

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

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

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

Article 17 - Covenants to Run with the Land

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

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

This Declaration of Condominium is subject also to such other liens, covenants, easements, restrictions, consents, agreements, and other matters of record and any agreements as pertain to the Units, the Land and/or the Building.

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

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

Article 18 - Amendments to this Declaration

(a) Any provision of this Declaration may be amended, modified, added to, or deleted by a vote of sixty six and two thirds (66 2/3%) of the Unit Owners, taken in accordance with the provisions of the By-Laws, provided, however, that no amendment shall be made which limits or affects the rights of the mortgagee against the mortgagor. No such

amendment, modification, addition, or deletion shall be effective until recorded in the Kings County Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Sponsor or its designee or any Unsold Units, any such amendment, modification, addition, or deletion may be executed either (i) by the Condominium Board as attorney-in-fact for the Unit Owners, which power shall be deemed to be coupled with an interest as provided for in Article 12 hereof; or (ii) by the Unit Owner or Unit Owners whose Unit or Units are affected by such amendment, modification, addition or deletion.

(b) If the amendment requires the approval of a specified percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-Laws) in writing without a meeting, in which Certification shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

Article 19 - Consents of Sponsor

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

Article 20 - Person to Receive Service

The Secretary of State is designated as agent of the Condominium Board upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the Condominium Board served upon him or her is: 473 Bainbridge Street, Brooklyn, NY 11233.

Article 21 - Incorporation by Reference

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

Article 22 - Waiver

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

Article 23 - Severability

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

Article 24 - Gender

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

Article 25 - Captions

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

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first written above.

Declarant:

By: _____
Ben Sadykov

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

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

Notary Public

EXHIBIT A TO THE DECLARATION
OF THE 473 BAINBRIDGE STREET CONDOMINIUM
473 BAINBRIDGE STREET, BROOKLYN, NY 11233

Block 1505

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Bainbridge, distant 180 feet westerly from the corner formed by the intersection of the northerly side of Bainbridge Street and the westerly side of Saratoga Avenue;

THENCE Northerly, parallel with Saratoga Avenue and part of the distance through a party wall, 100 feet;

THENCE Westerly, parallel with Bainbridge Street, 20 feet;

THENCE Southerly, parallel with Saratoga Avenue and part of the distance through a party wall, 100 feet to the northerly side of Bainbridge Street;

THENCE Easterly along the northerly side of Bainbridge Street, 20 feet to the point or place of BEGINNING.

EXHIBIT B
DESCRIPTION OF THE UNITS

The 473 Bainbridge Street Condominium
473 Bainbridge Street
Brooklyn, New York 11219

Tax Block 1505, F/K/A Lot 49
N/K/A Lots through , inclusive

Unit No.	Tax Lot	Location	Usage	Percentage of Common Interest	Number of Rooms/ Bathrooms	Floor Area (sf)	L.C.E.
Unit 1A		1st Floor Cellar	Residential	30.38%	2/1	957 513	
Unit 2A		2nd Floor	Residential	12.03%	1/1	530	
Unit 2B		2nd Floor	Residential	11.86%	1/1	490	
Unit 3A		3rd Floor	Residential	13.25%	1/1	525	b. 50
Unit 3B		3rd Floor	Residential	13.07%	1/1	487	
Unit 4A		4th Floor	Residential	19.41%	2/2	768	b. 50

b. balcony

EXHIBIT C TO THE DECLARATION
OF THE 473 BAINBRIDGE STREET CONDOMINIUM

DEFINITIONS

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

(2) "Balcony", "terrace", "porch", or "patio" generally define an area adjoining a building at various levels of the building which is generally used by the adjoining Unit. The characterization of the above for the purposes of the Zoning Resolution is based on its location and description as set forth in the Floor Plans.

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

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

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

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

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

sold at a foreclosure or other sale; and (iv) generally, the conduct of the affairs of the Condominium.

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

(9) "Condominium" shall mean THE 473 BAINBRIDGE STREET CONDOMINIUM which was established pursuant to the terms of the Declaration and is to be governed pursuant to the terms of the By-Laws.

(10) "Condominium Act" shall mean Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

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

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

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

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

(15) "Floor Plans" shall mean the floor plans of the Units filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto. The Floor Plans shall govern in the event of any inconsistency between the written part of the Declaration and the Floor Plans.

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

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

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

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

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

(21) "Limited Common Elements": Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more Units.

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

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

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

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

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

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

(28) "Person" shall mean any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

(29) "Plan" shall mean that certain offering plan to convert the Property to condominium ownership filed with the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.

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

(31) "Register's Office" shall mean the Office of the Register of the City of New York, Kings County.

(32) "Rules and Regulations" shall mean the rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

(33) "Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with paragraph (C) of Section 6.1 of the By-Laws.

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

(35) "Sponsor's Initial Control". The Sponsor will control the Board of Managers by nominating a majority of the Board members.

(36) "Unit" shall mean any of the "Units", as such term is defined in the Condominium Act, located in the Building, which units are more particularly described in Article 6 of, and Exhibit B to, the Declaration and in the Floor Plans.

(37) "Unit Owner" shall mean any Person who holds fee title, of record, to one or more Units at the time in question.

(38) "Unsold Units". This term shall only apply in the situation where there is a Sponsor that offers units for sale and shall mean any Unsold Unit owned by Sponsor or its designee at the time in question. It shall not apply to any unit occupied by the Sponsor or any member of his family.

DECLARATION OF CONDOMINIUM

Declarant:
473 Bainbridge Holdings LLC
98-35 Metropolitan Avenue
Forest Hills, NY 11375

Premises:
THE 473 BAINBRIDGE STREET CONDOMINIUM
473 Bainbridge Street
Brooklyn, NY 11233

County: Kings

Block: 1505

F/K/A: 49

N/K/A:

Record and return to:
Law Office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, NY 11219

DOCUMENT NUMBER 7

BY-LAWS

Law Office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, New York 11219

DOCUMENT NUMBER 8

ARTICLE 36-B of
THE GENERAL BUSINESS LAW

Warranties on Sales of New Homes

Law Office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, New York 11219

Article 36-B - (General Business) WARRANTIES ON SALES OF NEW HOMES
777 - Definitions.

777. Definitions. As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.
2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in title twenty-seven of the administrative code of the city of New York.
3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.
4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unliveable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.
5. "New home" or "home" means any single family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.
6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.
7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:
 - a. in the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;
 - b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and
 - c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.
8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

777-a. Housing merchant implied warranty.

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

777-B - Exclusion or modification of warranties.

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent owners; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

DOCUMENT NUMBER 9

FORM OF ESCROW AGREEMENT

Law Office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, New York 11219

DOCUMENT NUMBER 10

INTERIM LEASE

Law Office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, New York 11219

INTERIM LEASE

AGREEMENT made this day of , 2022, between, 473
BAINBRIDGE HOLDINGS LLC (hereafter SPONSOR) and
, (hereinafter PURCHASER);

WITNESSETH:

WHEREAS, SPONSOR is the Sponsor of a condominium conversion of premises located at 473 Bainbridge Street, Brooklyn, New York; and,

WHEREAS, PURCHASER has executed a Purchase Agreement for Unit at said premises; and,

WHEREAS, PURCHASER wishes to occupy said apartment prior to the closing of the transaction;

NOW, THEREFORE, in conformity with the terms and conditions of the Offering Plan filed with the Attorney General of the State of New York, the parties agree as follows:

- 1) Commencing on _____, and terminating as hereinafter specified, PURCHASER shall have the right to use and occupy the aforementioned apartment.
- 2) PURCHASER shall have the right to occupy the apartment for 150 days free of charge. Thereafter 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.
- 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.
- 4) The terms of the Offering Plan, and all related documents in effect as of the date hereof are incorporated in and made a part of this agreement.
- 5) As of the date of this Agreement, risk of loss to the apartment and its contents by fire or other hazard shall be determined pursuant to the terms of the Purchase Agreement for such apartment, as contained in the Offering Plan for the premises in effect as of the date hereof, as set forth in the offering plan.

6) PURCHASER shall pay all utility costs and make any repairs to the apartment for which he would be obligated as owner. SPONSOR will not be responsible for ordinary wear and tear to the apartment during the PURCHASER'S occupancy.

7) PURCHASER may not make any alterations to the apartment without SPONSOR'S written consent.

8) This lease will terminate on the happening of the earliest of the following:

- a- Closing
- b- Rescission of the Purchase (Agreement by PURCHASER)
- c- Default by PURCHASER

9) Upon a default by PURCHASER or Rescission of the subscription agreement by PURCHASER, which is not cured within 15 days after notice thereof, PURCHASER'S right to occupy the apartment will terminate, and PURCHASER must vacate the apartment within thirty (30) days after mailing of Notice to Vacate by the SPONSOR. Such notice must be by certified mail, return receipt requested, to the apartment. PURCHASER agrees to pay SPONSOR \$250.00 per day for each day he remains in possession beyond the 30th day following mailing of the Notice to Vacate in conformity with this section. SPONSOR is hereby irrevocably authorized to deduct said per diem sum directly from any amounts being held as a security deposit hereunder, or from any sums being held in escrow pursuant to the contract of sale. Nothing contained herein shall be construed so as to limit SPONSOR's ability to have PURCHASER evicted from the premises and to pursue any other legal remedy available to SPONSOR; nor shall anything herein be construed as a waiver by the SPONSOR of his right to retain, as liquidated damages, the down payment deposited upon execution of the Purchase Agreement.

10) Any default under this agreement will be a default under the Purchase Agreement, and any default under the Purchase Agreement will be a default under this agreement, as set forth in the Offering Plan.

11) This agreement may not be assigned, and may not be changed, except by signed, written instrument. This agreement is the entire agreement between the parties as regards use and occupancy of the apartment pending closing.

12) As of the date hereof PURCHASER confirms that all work required to be done in or about the subject apartment has been completed; and that in all respects PURCHASER agrees to accept the apartment in As is@ condition; subject to the Apunch list@, if any, attached hereto. As of the date hereof, PURCHASER waives any right whatsoever to cancel the contract, except for material change in the Offering Plan.

13) THIS CLAUSE HAS BEEN INTENTIONALLY OMITTED.

14) If any term of this agreement differs from the Offering Plan as accepted for filing by the Attorney General of the State of New York, the offering plan shall be controlling.

15) Buildings Smoking Policy - Smoking and using electronic cigarettes is prohibited in any common areas within the interior of the building(s) as required by all applicable laws and is permitted in any of the dwelling units.

Smoking and using electronic cigarettes is permitted in all outdoor areas, including but not limited to, common courtyards, rooftops, balconies and patios, and any outdoor areas connected to dwelling units.

IN WITNESS WHEREOF, the parties hereunto set their hands this
day of _____, 2022.

473 BAINBRIDGE HOLDINGS LLC

BY: _____

PURCHASER

CERTIFICATIONS

Law Office of Hershy Itzkowitz, P.C.
1154 60th Street
Brooklyn, New York 11219

**CERTIFICATION BY SPONSOR
AND SPONSOR'S PRINCIPALS**

The Department of Law of the State of New York
28 Liberty Avenue
New York, NY 10005

Attention: Real Estate Financing Bureau

Re: The 473 Bainbridge Street Condominium
 473 Bainbridge Street
 Brooklyn, New York

Sponsor: 473 Bainbridge Holdings LLC

To whom it may concern;

We are the Sponsor and the principal of the Sponsor of the
Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with
the provisions of Article 23-A of the General Business Law, the regulations
promulgated by the Department of Law in Part 20 and such other laws and
regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts
set forth in the Offering Plan and the underlying facts. We have exercised due
diligence to form a basis for this certification. We jointly and severally certify that
the Offering Plan does, and that documents submitted hereinafter by us which
amend or supplement the Offering Plan will:

- (i) set forth the detailed terms of the transaction and be
complete, current and accurate;
- (ii) afford potential investors, purchasers and participants an
adequate basis upon which to found their judgment;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression,
false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I/we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth;
or

(d) did not have knowledge concerning the representations or statements made.

This certification is made under penalty of perjury for the Beniaminefit 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.

SPONSOR: 473 Bainbridge Holdings LLC

By: _____

Benjamin Sadykov

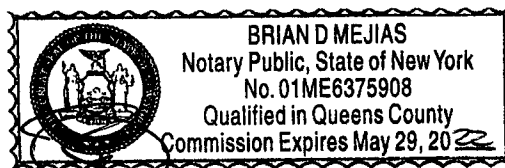
Principals of Sponsor: _____

Benjamin Sadykov

Affirmed before me this

24 day of Feb, 2020

Notary Public



CERTIFICATION BY SPONSOR'S ENGINEER/ARCHITECT
PURSUANT TO SECTION 20 OF THE REGULATIONS
ISSUED PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED

Department of Law of the State of New York
28 Liberty Street
New York, NY 10005

Attn.: Real Estate Finance Bureau

Re: The 473 Bainbridge Street Condominium
473 Bainbridge Street
Brooklyn, NY 11233

The Sponsor of the Offering Plan to convert the captioned property to Condominium Ownership retained our firm to prepare a report describing the renovation of the property (the "Report"). I visually inspected existing portions of the property, if any, on Aug 04, 2021 and I examined the building plans and specifications that were prepared by me dated January 1, 2019, and prepared the Report dated October 26, 2021, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I am a registered architect in the State in which the property is located. I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made. I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of renovation, provided that renovation is in accordance with the plans and specifications that I examined;

(ii) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of renovation, provided that renovation is in accordance with the plans and specifications that I examined;

(iii) does not omit any material fact;

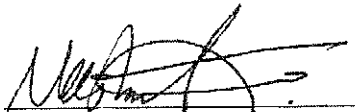
(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

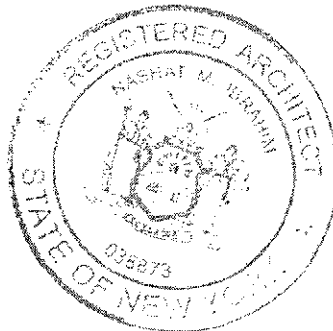
(vii) does not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statements made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing this Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.


Nashat Ibrahim, R.A.

Sworn to before me this
3 day of *Nov*, 2021


Notary Public



ELI DRIGER
NOTARY PUBLIC, State of New York
No. 01-BR6141234
Qualified in Kings County
Commission Expires 08/10/20 *22*

Ranco Management

1274 49th Street, Suite #443

Brooklyn, NY 11219

718-972-9830

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

The Department of Law of
the State of New York
28 Liberty Street
New York, New York 10005

Re 473 Bainbridge Street
Brooklyn, New York
Condominium Offering Plan

To whom it may concern;

The sponsor of the condominium offering plan for the captioned property retained me to review Schedules B and B-1, containing projections of income and expenses for the first year of condominium operation. I have the following experience:

I have been engaged in the real estate business for over two (2) years in the State of New York, during which time I have been involved in management of real property. My management experience includes the following residential buildings: 43 Brooklyn Avenue, Brooklyn N.Y., 45 Newell Street, Brooklyn N.Y., 310 Graham Avenue, Brooklyn N.Y., 1487 Broadway, Brooklyn N.Y. and 412 Herkimer Street, Brooklyn N.Y.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1.

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. I have also relied on my experience in managing residential buildings.

I certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that the Schedules:

- (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) does not contain any untrue statement of a material fact;

(v) does 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) does not contain any representation or statement which is false, where I:

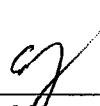
- (a) knew the truth;
- (b) with reasonable effort could have known the truth;
- (c) made no reasonable effort to ascertain the truth; or
- (d) did not have knowledge concerning the representations or statement made.

I further certify that I am 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 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.


Harry Gottlieb

Affirmed before me this
21 day of April, 2020


Notary Public

EL KOEGER
Notary Public, State of New York
No. 01670141234
Qualified in Kings County
Commission Expires 08/10/20 22