
CONDOMINIUM OFFERING PLAN

**THE RIDGE PARK CONDOMINIUM
7504 BAY PARKWAY
BROOKLYN, KINGS COUNTY, NEW YORK 11214**

Residential Units.....10	\$6,270,000.00
Community Facility Unit.....1	\$2,500,000.00
Total Amount of Offering	\$8,770,000.00

SPONSOR AND SELLING AGENT:

**THE RIDGE PARK LLC
815A 51ST STREET BASEMENT
BROOKLYN, NEW YORK 11220**

Date of acceptance for filing of this Offering Plan is
This plan may not be used after unless extended by a duly filed amendment.

THIS PLAN CONTAINS SPECIAL RISKS TO THE PURCHASER. SEE PAGE 1.

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

BECAUSE THE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER CONSUMMATION OF THE PLAN, 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.)

**Prepared By:
The Law Office of Claudia V. Murdoch, P.C.
117 Seventh Avenue
Brooklyn, New York 11215
(718) 569-0045**

TABLE OF CONTENTS

PART I	PAGE
DEFINITIONS	iii
SPECIAL RISKS	1
INTRODUCTION	18
DESCRIPTION OF PROPERTY AND IMPROVEMENTS	24
LOCATION & AREA INFORMATION	27
SCHEDULE A - PRICES OF UNITS	29
FOOTNOTES TO SCHEDULE A	31
SCHEDULE B - PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION	36
FOOTNOTES TO SCHEDULE B	38
SCHEDULE B1	43
SCHEDULE B1 – EXHIBIT A	44
CHANGES IN PRICES OF UNITS	45
339i COMPLIANCE	46
COMMUNITY FACILITY UNIT	48
INTERIM LEASE	50
PROCEDURE TO PURCHASE	52
EFFECTIVE DATE	60
TERMS OF SALE	62
CLOSING COSTS AND ADJUSTMENTS	64
RIGHTS AND OBLIGATIONS OF SPONSOR	69
CONTROL BY SPONSOR	75
BOARD OF MANAGERS	77
RIGHTS AND OBLIGATIONS OF UNIT OWNERS / BOARD OF MANAGERS	82
REAL ESTATE TAXES	91
REAL ESTATE TAX PROJECTION LETTER	97
TAXES - DEDUCTIONS TO UNIT OWNERS/ STATUS OF CONDOMINIUM	102
COUNSEL'S TAX OPINION LETTER	110
MANAGEMENT AGREEMENT, CONTRACTS & LEASES	115
RESERVE FUND	116
WORKING CAPITAL FUND	117
IDENTITY OF PARTIES	118

GENERAL	120
DOCUMENTS ON FILE/REPORTS TO UNIT OWNERS	122
SPONSOR'S STATEMENT OF BUILDING CONDITION	123

PART II

PURCHASE AGREEMENT	PA1
UNIT DEED	UD1
POWER OF ATTORNEY	POA1
SAMPLE INTERIM LEASE	SIL1
TAX ESCROW AGREEMENT	EA1
DESCRIPTION OF PROPERTY AND SPECIFICATIONS	AR1
FLOOR PLANS	FP1
REAL PROPERTY LAW SECTION 339kk	RP1
DECLARATION OF CONDOMINIUM	DC1
CONDOMINIUM BY-LAWS	CBL1
CERTIFICATIONS:	
SPONSOR	CRT1
SPONSOR'S ENGINEER OR ARCHITECT	CRT4
SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET	CRT6
SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMERCIAL BUDGET	CRT8

DEFINITIONS

For convenience of presentation general definitions of key terms used in Part I of the Plan are set forth below, which definitions are subject to the more particular definitions of such terms set forth in the DECLARATION and BYLAWS included in Part II of this Plan.

Board of Managers: The executive and administrative entity designated to act on behalf of the Unit Owners in governing the Condominium.

Building: The building that is the subject of this Offering Plan, which is constructed on the Land and in which the units of the condominium will be located.

Bylaws: The Bylaws governing the operation of the Condominium, the form of which are set forth in Part II of this Plan.

Common Charges: Monthly payments made to the Board of Managers in proportion to each Unit Owner's Common Interest for the purpose of meeting the Common Expenses.

Common Elements: The Land and all parts of the Building other than the Units, including the foundations, windows, roof, and supports of the Building and all areas or facilities therein for the common use of the Units and the Unit Owners.

Common Expenses: The cost and expenses associated with the repair, maintenance, replacement, restoration, operation of, and any alteration, addition to, or improvement of, the Common Elements.

Common Interest: The proportionate interest of each Unit Owner as expressed in a numerical percentage in the Common Elements as determined in accordance with the Declaration. The total of all Common Interests of all Unit Owners equals 100%.

Consummation of the Plan: The filing of the Declaration of the condominium and the first transfer of title to a condominium Unit to at least one purchaser under the Plan following a declaration of effectiveness by the Sponsor.

Declaration of Condominium: The instrument creating the Condominium, the form of which is set forth in Part II of this Plan.

Equal to or Better Quality: Comparable or better quality as recognized by

industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

Filing: The issuance of a letter or writing, including electronic, from the New York State Department of Law evidencing that an offering plan or amendment has been accepted for filing.

General Common Elements: All of the Common Elements that are not Limited Common Elements.

Land: The land referred to and more particularly described in the Declaration.

Limited Common Elements: Those Common Elements that serve or benefit a single Unit and the use of which is restricted to said Unit.

Offering Plan: This disclosure document pursuant to Part 20 of Title 13 N.Y.C.R.R., Regulations Governing Newly Constructed, Vacant, or Non-Residential Condominiums.

Property: The Land, the Building, and the appurtenances thereto.

Purchase Agreement: The agreement to purchase a Unit offered for sale pursuant to the Plan, the form of which is set forth in Part II of this Plan.

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

Sponsor: The Ridge Park LLC, 815A 51st Street, Basement, Brooklyn NY 11220.

Unit: Any space designated as a Unit in the Declaration, consisting of a specific apartment in the Building and an appurtenant undivided fee interest in the Common Elements. All of such units are collectively referred to as “Units.”

Unit Owner: Any owner of any Unit. All of such owners are collectively referred to as the “Unit Owners.”

SPECIAL RISKS

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

- 1) The Sponsor is not limiting the conditions under which it will rent rather than sell units after consummation of the Offering Plan. There is no commitment to sell more than two (2) units in this Condominium, which is the minimum necessary to declare the plan effective. Owner-Occupants, therefore, may never gain effective control and management of the condominium. There are no requirements or restrictions on renting imposed by a construction lender. Please see the INTRODUCTION, RIGHTS AND OBLIGATIONS OF THE SPONSOR, CONTROL BY SPONSOR, and BOARD OF MANAGERS sections of this Offering Plan for a more complete explanation.
- 2) The By-Laws do not include a provision that, after the initial Sponsor control period, a majority of the Board of Managers must be Owner-Occupants or members of an Owner-Occupant's household who are unrelated to the Sponsor and its Principals. Owner-Occupants and non-resident owners, including the Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home, as opposed to purchase as an investment. Please see the INTRODUCTION, RIGHTS AND OBLIGATIONS OF THE SPONSOR, CONTROL BY SPONSOR, and BOARD OF MANAGERS sections of this Offering Plan for a more complete explanation.
- 3) There are numerous time constraints imposed in the Purchase Agreement set forth in Part II of this Offering Plan. **TIME IS OF THE ESSENCE** as to all such time constraints. This means that if the Purchaser fails to perform within the applicable time frame, s/he may waive substantive rights, or incur a forfeiture of substantial sums of money. Thus, a purchaser who fails to cure a default within thirty (30) days after receipt of written notice of said default will both have the Contract canceled and lose his/her down payment. In the event of a default by Purchaser: (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor at Closing interest on the unpaid balance of the purchase price from the originally established Closing Date to the actual Closing Date an amount equal to 10% per annum (or such lower rate per day which is the legal limit per annum, if 10% per annum exceeds the legal limit); and (iii) Purchaser shall pay Sponsor's counsel \$250.00 for

each adjournment of a Closing; and (iv) Purchaser shall pay Sponsor's counsel \$250.00 for preparation of a notice of default. The rate of interest herein will not exceed New York State usury laws. Similarly, a purchaser who fails to notify the Sponsor in the event s/he has failed to obtain mortgage financing within forty (40) days after receipt of a fully executed Purchase Agreement will be required to proceed to closing notwithstanding the fact that purchaser has failed to obtain mortgage financing; if such purchaser fails to proceed to closing, the down payment may be retained by the Sponsor. Purchasers are advised to consult with their attorneys concerning all terms of this offering. Please see the section of this Plan entitled PROCEDURE TO PURCHASE, and the PURCHASE AGREEMENT set forth in Part II, for a statement of all applicable time limitations.

4) New York State Documentary Stamp taxes, presently \$4.00 per \$1,000.00 of the Purchase Price of a Unit less existing and continuing mortgage, will be the sole responsibility of the Purchaser. Although usually the Seller's statutory obligation, the terms of this Offering Plan transfer the statutory obligation to pay New York City Real Property transfer taxes (1.425% of purchase price for residential units), and New York State Documentary Stamp Taxes (\$4.00 per thousand) to the Purchaser; therefore, the costs of such taxes represent an additional closing cost to the Purchaser, as well as an additional item of consideration on which transfer taxes must be paid. Please see the CLOSING COSTS AND ADJUSTMENTS section of this Offering Plan.

5) At closing each Purchaser shall pay a reimbursement fee of \$2,500.00 to the Sponsor as partial reimbursement for the costs of preparing and filing the Offering Plan. Additionally, the Purchaser is responsible for paying to the Sponsor's attorney a document preparation fee of \$1,000.00, a working capital fund contribution in an amount equal to two months' common charges, and may be responsible for certain other fees. For example, under no circumstances will Sponsor be required to close at any place other than a location designated by Sponsor's Attorney. If the closing takes place anywhere other than at the office of Sponsor's counsel, an additional fee of \$500.00 will be charged for attending the closing if the closing is in Queens or \$1,000.00 if the closing is outside Queens. A \$150.00 fee will be charged for the preparation of ACRIS documents, and an additional \$350.00 fee will be charged for title clearance. In the event that a purchaser defaults, a fee of \$250.00 will be charged for each default letter. Please see the section of the Offering Plan entitled CLOSING COSTS AND ADJUSTMENTS.

6) Transfer of control of the Condominium Board of Managers shall pass to unit owners other than the Sponsor at the earlier of: 1) sixty (60) days after the date by which 75% of the units have been conveyed to unit purchasers, or 2) three (3) years after the first conveyance of a unit to a unit purchaser. Sponsor will not hold control of the

condominium board after the sponsor control period. Notwithstanding the foregoing, Sponsor may vote for unit owners of its choice. Prior to that time, the Condominium will be controlled by a Board of Managers elected by the Sponsor. There are certain limitations on actions that can be taken by the Board of Managers while the Sponsor remains in control of the Board of Managers. Such limitations are set forth in the CONTROL BY THE SPONSOR of this Offering Plan.

Until the earlier of five (5) years from the date of closing, or at the time at which the Sponsor or other Holder of Unsold Units owns units consisting of less than 25% of the common interest of the Condominium, Sponsor may exercise veto power over any expenses other than those expenses described in Schedule B or expenses required to comply with applicable laws or regulations, to remedy any notice of violation, or for any repair or replacement necessary for the preservation or safety of the Building or for the safety of occupants of the Building or to remedy any work order by an insurer. Additionally, so long as the Sponsor retains ownership of at least one unit in the building, the By-Laws, Declaration, and Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect the Sponsor without written consent by the Sponsor.

Please see the section of the Offering Plan entitled CONTROL BY THE SPONSOR for a more complete explanation.

7) The Sponsor is liable for all common charges, special assessments, and real estate taxes with respect to unsold units, and represents that Sponsor has financial resources to meet these obligations. However, no bond, escrow deposit, or other security has been furnished to secure the Sponsor's obligations. Please see the section of the Offering Plan entitled RIGHTS AND OBLIGATIONS OF THE SPONSOR for a more detailed explanation.

8) Pursuant to existing law and regulation, the Sponsor may declare the plan effective by selling a minimum of fifteen (15%) percent of the units in the building, which in this Plan constitutes two (2) units. If the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to create a Condominium even though there is no guarantee that all of the purchasers counted towards effectiveness will ultimately purchase their units. The Plan would have to be re-declared effective in the event that purchasers counted towards effectiveness failed to close their sales. Please see the EFFECTIVE DATE section of this Offering Plan.

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

include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in a 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 after 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. Please see the PROCEDURE TO PURCHASE section of this Offering Plan.

10) Prospective Purchasers are advised that all deposits and Down Payments will be held in the escrow account maintained by ALLISON G. FUNG, ESQ. as escrow agent, at JP Morgan Chase Bank, N.A. a bank authorized to do business in the State of New York, at its branch located at 39-01 Main Street, Flushing, New York 11354 (the "Escrow Account"). The name of the account is ALLISON G. FUNG, ESQ . MASTER ESCROW ACCOUNT. The escrow account is federally insured by the FDIC at the maximum amount of \$250,000. To the extent that the total contract deposits exceed \$250,000, they will not be federally insured. If purchasers have accounts at the same bank as Sponsor's account that holds escrowed funds, purchaser funds at the escrow bank factor into the \$250,000 insurance limit. Unless the Escrow Account is of an IOLA type, Purchaser shall be entitled to any interest earned on the sums deposited unless otherwise agreed to by the parties hereto. IOLA stands for "interest on lawyer accounts," and is a special type of account maintained by an attorney for the purpose of holding escrow funds. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account. Interest earned on IOLA accounts is paid over to the state of New York. No interest is credited to either the purchaser or the seller. Please see the PROCEDURE TO PURCHASE section of this Offering Plan.

11) All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account set forth herein. However, the Purchaser 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 the Purchaser is entitled to a rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras. A Purchaser will receive a refund of funds used for upgrades if the Plan is abandoned. Please see the PROCEDURE TO PURCHASE Section of this Offering Plan.

12) The cost of providing heat and hot water for individual units is not included in the monthly Common Charges. Heat and hot water are separately provided to each unit, and the cost of utilities for providing such heat and hot water will be separately billed for each unit. Thus, the cost of heat and hot water represents a cost in addition to the monthly Common Charges. Please see FOOTNOTES TO SCHEDULE B and SCHEDULE B1.

13) Sponsor has obtained mortgage financing from Cathay Bank, having an office at 40-14 Main Street, Flushing, New York 11354 (the "Mortgage Lender"). The Mortgage Lender has agreed to subordinate its liens to the Declaration. At least fifteen percent (15%) of the Units must be under Contract to bona fide Purchasers counting toward effectiveness before the Mortgage Lender will subordinate its lien, which equates to two (2) of the units. In addition, the Unit and each subsequent Unit being conveyed and its appurtenant Common Interest will be released therefrom by partial release upon payment of the relevant payment as provided in the loan documents. There is a minimum release price set by the Mortgage Lender for the Mortgage Lender to release its lien from the Unit being sold. The Mortgage Lender has set no limits or requirements for Sponsor to sell rather than rent Units. See the INTRODUCTION and RIGHTS AND OBLIGATIONS OF THE SPONSOR sections in Part I of the Plan.

14) At each unit closing the Sponsor will transfer maintenance manuals and warranties for said Unit, as applicable, to the Purchaser. At the meeting of the Board of Managers to be convened within sixty (60) days after the closing of the first unit, or whenever the unsold units constitute less than 25 percent of the common interests, whichever is sooner, the Sponsor will transfer construction documents, including "as-built" materials, maintenance manuals, and warranties, as applicable, to the Condominium. Please see the CONTROL BY THE SPONSOR section in Part I and the ARCHITECT'S REPORT/DESCRIPTION OF PROPERTY AND BUILDING CONDITION located in Part II of this Offering Plan.

15) The obligations of a Purchaser under a Purchase Agreement are conditioned on the Purchaser obtaining financing. If a Purchaser intends to obtain mortgage financing, such Purchaser shall apply for said loan within five (5) days after receipt of a fully executed copy of the PURCHASE AGREEMENT, and shall have forty (40) days from receipt of a fully executed copy of said PURCHASE AGREEMENT to obtain said mortgage commitment. Purchaser agrees to accept any commitment offered by the lending institution applied to, provided that the loan offered by the lending institution is for at least the amount of the loan contemplated in the PURCHASE AGREEMENT. In the event Purchaser obtains a firm written commitment for financing and the terms of such commitment are changed prior to closing, such change in terms shall not be an allowable reason for Purchaser to cancel the contract. Similarly, if the commitment expires prior to closing, Purchaser shall be under a good faith duty to take all required actions necessary to extend such commitment, including the payment of any extension fee required by the lending institution; however, in the event Purchaser has made such good faith effort to extend the commitment on the same terms and is unable to do so, then, provided that Purchaser notifies Sponsor within 10 days after receipt of a notice from a lending institution that it will not under any circumstances extend the commitment, and that Purchaser is exercising his right to rescind the contract, then Sponsor will return the down payment. Please see PROCEDURE TO PURCHASE in Part I, and PURCHASE AGREEMENT located in Part II of this Offering Plan.

16) In the event a child under eleven (11) years old resides in a unit or visits a unit for an extended period of time, the owner of that unit will be required, at his/her own cost and expense, to install child safety window guards on all windows in conformity with applicable New York City Administrative Code sections, and shall not remove them until permitted by applicable law. Failure to do so may create great risk to the life and health of such child, and result in the imposition of a violation against the building, which would be the responsibility of the unit owner to cure. Please see RIGHTS & OBLIGATIONS OF UNIT OWNERS/BOARD OF MANAGERS in Part I and the ARCHITECT'S REPORT/DESCRIPTION OF PROPERTY AND BUILDING CONDITION in Part II for a more complete explanation.

17) Unit 2A will have a terrace measuring approximately 35.75 square feet allocated as a Limited Common Element. Unit 2B will also have a terrace, measuring approximately 463 square feet, allocated as a Limited Common Element. All other Residential Units (Units 3A, 3B, 4A, 4B, 5A, 5B, 6A and 6B) will have a balcony measuring approximately 101 square feet each, allocated as Limited Common Elements. These Limited Common Elements are uninhabitable. No structures of any kind may be built in or on these limited common elements except for temporary structures such as fencing, screen tents, tool sheds, sukkots, etc. The right to use and occupancy is subject to the right of the

Condominium to enter into said areas for the purpose of inspection and/or building repairs. Please see DESCRIPTION OF PROPERTY AND IMPROVEMENTS and SCHEDULE A in Part I and the ARCHITECT'S REPORT/DESCRIPTION OF PROPERTY AND BUILDING CONDITION included in Part II of this Offering Plan for a more complete explanation.

18) The Sponsor will install in each unit a gas range Frigidaire model #FGF337BC, and a range hood, Pacific model #PC 3030. To the extent the Purchaser elects to install any other appliances in the unit, same will represent an additional cost of purchasing the unit. There will be no common laundry. Sponsor will not provide a washer or dryer but will, however, equip each unit with laundry hook-ups. Unit owners, therefore, will be responsible for purchasing laundry washers and dryers at their own cost and expense. Stackable, front-loaded, ventless, electric-operated units with dimensions of 24" wide, 25" deep, and 67" tall, such as Electrolux washer model no. EIFLS20QSW and Electrolux dryer model EFDE210TIW, will fit into and are appropriate for the designated laundry room for each unit. The Sponsor reserves the right to provide fixtures and appliances by a variety of manufacturers of equal or better quality. "Equal or better quality" shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity and/or classifications, as applicable. Please see the DESCRIPTION OF PROPERTY AND IMPROVEMENTS in Part I and ARCHITECT'S REPORT/DESCRIPTION OF PROPERTY AND BUILDING CONDITION included in Part II of this Offering Plan.

19) There is one Community Facility Unit located in the building. Community Facility Unit owner may utilize the unit for any purpose consistent with applicable zoning regulations or any variance granted thereof, and the Certificate of Occupancy for the premises or any amendment thereto. A Unit Owner of a Community Facility Unit shall have the right to seek such amendment to the Certificate of Occupancy or variance in the zoning regulations without permission of the Board of Managers but at such Unit Owner's sole cost and expense. A Community Facility Unit owner has the right to subdivide his unit into any number of smaller units provided that the total allocation of common interest of the Community Facility Units may not be altered by such subdivision and further provided that said all such subdivisions must be in conformity with applicable zoning rules and a Certificate of Occupancy for the premises. Please see the COMMUNITY FACILITY UNIT section of this Offering Plan for a more complete explanation.

20) The existence of a Community Facility Unit on the premises may increase the cost of insuring the building. A Community Facility Unit owner will be responsible for reimbursing the condominium for his/her proportionate share of any insurance cost

over and above that which the condominium would incur if all units in the building were Residential Units. This additional cost is to be determined by the insurance carrier or agent of same that provides coverage for the building and presented to an owner or prospective owner of a Community Facility Unit upon request; the Community Facility Unit owner or prospective owner is responsible for providing said insurer with any information needed to make this determination. The Common Charges payable by each Community Facility Unit Owner are sufficient to cover the expenses fairly attributable to such unit. The owner of a Community Facility Unit will be required to maintain heat supply to his premises on a 24 hour a day basis, so as to not create an undue heating burden on Residential Units within the building. In the event the Community Facility Unit owner fails to maintain his heat supply on such a basis, the Condominium Board shall have the power to compel compliance with this requirement. Owners, tenants, occupants, and invitees of the Community Facility Unit shall have the right to use the elevator located on the premises. Please see the COMMUNITY FACILITY UNIT section of this Offering Plan for a more complete explanation.

21) The Community Facility Unit will occupy the first floor and cellar floor of the building. The Community Facility Unit is being developed for use as a religious house of worship, with classrooms and an administrative office at the cellar floor level. These cellar spaces may not be used as a bedroom, living room, or dining room, or for any other use construed as “habitable space” as defined by the New York City Building Code, nor may this space be rented out. Doing so may result in a violation being issued against the Building and a fine imposed, which will be the responsibility of the Unit Owner to correct and remove. The existence of violations on the building may result in fines and prevent the Residential Unit Owners, though not responsible for the violations, being unable to sell or refinance their Units. Please see the sections of the Plan entitled DESCRIPTION OF PROPERTY AND IMPROVEMENTS, SCHEDULE A, and COMMUNITY FACILITY UNIT in Part I, and DESCRIPTION OF PROPERTY AND BUILDING CONDITION and FLOOR PLANS in Part II

22) With regard to the roof, no permanent structures may be built on the roof without a permit from the Building Department, and the Board of Managers. The Board of Managers will have access for inspection and repair and may regulate any one or more of the following aspects of construction:

1. Time periods during which work is permitted;
2. The manner in which construction degree will be handled;
3. Measures which must be taken to prevent compromising the security of the building during construction;
4. Interruption of services during construction;

5. Liability insurance for contractors during construction.

The building Certificate of Occupancy and applicable zoning rules will not allow the construction of anything on the roof. Any damage occurring to the roof shall be the sole responsibility of the Condominium and/or any such Unit Owner causing such damage, and will need to be repaired at the Condominium or such Unit Owner's sole cost and expense as determined by the Condominium Board of Managers. Additionally, any warranty described in Part II may be voided by improper use of the roof. Please see DESCRIPTION OF PROPERTY AND IMPROVEMENTS and RIGHTS & OBLIGATIONS OF UNIT OWNERS/BOARD OF MANAGERS in Part I and ARCHITECT'S REPORT/DESCRIPTION OF PROPERTY AND BUILDING CONDITION included in this Offering Plan.

23) The Unit Owner is responsible for keeping safety warning devices (i.e., smoke detector and carbon monoxide detector) operational. Please see RIGHTS & OBLIGATIONS OF UNIT OWNERS/BOARD OF MANAGERS in Part I and the ARCHITECT'S REPORT/DESCRIPTION OF PROPERTY AND BUILDING CONDITION located in Part II of the Offering Plan.

24) The Sponsor anticipates that the first closing of a unit will occur by April 1, 2021. 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 March 31, 2022, 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.

Purchasers should note that even if the first closing occurs on or before April 1, 2021 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into) or within the twelve month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In such case, provided Sponsor is diligently pursuing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. 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. In the event, however, that Sponsor cannot convey title to the unit on or before twelve (12) months from the date of the Purchase Agreement, affected purchasers will be offered a right of rescission.

Purchasers will have at least fifteen (15) days from presentation of an offer of rescission within which to elect to rescind. Please see the PROCEDURE TO PURCHASE section of this Offering Plan.

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

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 PCO,

such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO. Please see the RIGHTS AND OBLIGATIONS OF THE SPONSOR section of this Offering Plan.

26) Individual unit owners are responsible for repairs to and maintenance within their own condominium units and will be required to obtain HO-6 (wall-to-wall) insurance coverage at their own cost and expense to insure them for such risks as fire and casualty losses in their apartments to their personal contents therein, as well as liability insurance for each occurrence that might occur within their respective apartments. Otherwise, unit owners would not be covered for risks such as fire and casualty losses within their apartments. The condominium Board of Managers is not obligated to repair and maintain individual apartments, nor provide casualty and/or liability insurance for occurrences that may occur in individual apartments. Please see RIGHTS AND OBLIGATIONS OF UNIT OWNERS / BOARD OF MANAGERS included herein.

27) The condominium Board does not have the right to approve or disapprove Purchasers, so there is no limit on the number of owners who may purchase for investment rather than personal occupancy. There may always be a substantial percentage of owners who are non-residents.

28) New York City Local Law 147 went into effect on August 28, 2018 and requires buildings with three or more residential units to adopt written smoking policies. For condominiums such as the subject premises, the Board of Managers must adopt such a policy; the policy for this condominium is as follows: Pursuant to Local Law 147, the subject premises' smoking policy is consistent with the Smoke Free Air Act ("SFAA"), which is the current law governing smoking in class A multiple dwellings. This building prohibits smoking or using electronic cigarettes in common indoor areas of the building. Smoking and electronic cigarette usage is permitted in private apartments, outdoor common areas, and outdoor limited common elements. Please see the RIGHTS AND OBLIGATIONS OF UNIT OWNERS section of this Offering Plan.

29) Sponsor is not creating a fund on closing to be used as a reserve for capital expenditures. However, the budget for the first year of condominium operation in SCHEDULE B includes a budgeted Yearly Reserve Fund for repair and replacement of major systems or structural elements of the building. This budgeted item will start the gradual creation of a reserve fund. Unit owners will therefore be contributing to the Yearly Reserve Fund through their common charges, beginning with common charge adjustments paid at the closings of their individual condominium units. (Unit owners will also, at closing, pay their contributions to the building's Working Capital Fund.) In the event a need arises for capital expenditures such as renewal or replacement of

building components or systems, or to remedy major building defects, and the reserve fund is inadequate to pay for those expenditures, it will be necessary to raise needed capital either by assessing individual units or owners for the cost of such expenditures. See the RESERVE FUND section of this Offering Plan.

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

31) If a Purchaser takes possession of a Unit prior to closing title, such as through an Interim Lease or by any other means, he or she will assume the risk of loss to the unit and its contents and the obligation to repair damage not covered by insurance already in place; therefore it is advisable that Purchasers obtain casualty insurance at such time. See the section of the Plan entitled RIGHTS AND OBLIGATIONS OF THE SPONSOR.

32) In the event a Purchaser takes possession of a Unit prior to Closing pursuant to an Interim Lease, upon a non-monetary default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after notice thereof, or immediately after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the apartment will terminate, and PURCHASER must vacate the Apartment. Purchaser shall pay to Sponsor \$500.00 per day for each day he remains in possession following the periods set forth above. 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. Sponsor shall not seek or accept release of any portion of a Purchaser's down payment until the offering plan has been consummated. See the INTERIM LEASE set forth in Part II of the Plan.

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

34) Sponsor is NOT applying for real estate tax exemption benefits for the residential portion of the condominium.

Sponsor has submitted a Preliminary Application for Certificate of Eligibility for the Industrial and Commercial Abatement Program (ICAP) with the New York City Department of Finance (DOF) for the Community Facility Unit pursuant to NYRPT Law § 489-bbbbbb. ICAP real estate tax benefits are applicable solely to the Community Facility Unit at the property. Sponsor has obtained an opinion from Metropolitan Realty Exemptions, Inc. ("MRE"), 118 Middleton Street, Brooklyn, New York 11206, as to the eligibility of the condominium for ICAP benefits. Based on the Preliminary Application filed by Sponsor, MRE opines that the Community Facility Unit is expected to be eligible for ICAP benefits, and that the first year of the abatement shall be the tax year that follows the completion of construction. The Sponsor expects that construction will be complete on or before January 2021. It is estimated, therefore, that the first year of abatement will be the 2021/22 tax year. DOF advises that the condominium project is located in the special commercial abatement area, and as such, the tax benefits should be granted for 15 years.

Sponsor will use best efforts to obtain the aforementioned ICAP real estate tax exemption benefits and will make all filings necessary to obtain such benefits, including a timely filing of all applications, and timely compliance with all procedures required to properly process and maintain the benefits. Upon closing, the Sponsor will make all documents available to the Board of Managers for inspection and copying for the life of

the benefits. Sponsor will keep all records required by HPD and DOF and will make them available to these agencies whenever requested to do so. HPD and DOF routinely conduct audits, which can result in the reduction or revocation of benefits if proper documentation is not required.

If at any point it becomes impossible for the Sponsor to obtain the ICAP abatement benefits, the Sponsor will immediately submit an amendment disclosing that it is impossible to obtain the tax benefits.

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

NO WARRANTY IS OR CAN BE MADE THAT THE BENEFITS SET FORTH THEREIN WILL BE OBTAINED. IN THE EVENT THE BENEFITS ARE NOT OBTAINED, OR IN THE EVENT THERE ARE INCREASES IN THE TAX RATE, OR THE PROPERTY'S ASSESSED VALUATION, OR IN THE STATUTES GOVERNING THE TAX BENEFITS, REAL ESTATE TAXES MAY BE HIGHER THAN ANTICIPATED FOR THE FIRST YEAR OF OPERATION AND IN FUTURE YEARS. HENCE, INDIVIDUAL CARRYING COSTS FOR ALL UNITS WOULD ALSO BE HIGHER. UNDER NO CIRCUMSTANCES WILL SPONSOR OR SPONSOR'S ATTORNEY OR SPONSOR'S EXPERT BE HELD RESPONSIBLE IN THE EVENT THAT THESE AFFORDABLE NEW YORK BENEFITS ARE NOT OBTAINED.

Prospective Purchasers are urged most strongly to read the section entitled "Real Estate Tax Projection Letter" included herein and to consult with their own counsel regarding the project's potential eligibility for ICAP benefits. Please see REAL ESTATE TAX PROJECTION LETTER, DEDUCTIONS TO UNIT OWNERS/CONDOMINIUM TAX STATUS and COUNSEL'S TAX OPINION LETTER sections in Part I of the Offering Plan for a more complete explanation.

35) On November 15, 2018, the Financial Crimes Enforcement Network ("FinCEN") announced the issuance of a revised Geographic Targeting Order ("GTO"). This revised GTO requires U.S. title insurance companies to identify and report to FinCEN the natural persons behind companies making certain "all-cash" purchases of residential real property located within New York City where the purchase price exceeds \$300,000.00. Virtual currency, as well as other forms of payment aside from "all-cash,"

are also governed by this order. The subject premises are located within this GTO. All-cash purchasers closing after November 17, 2018 will be subject to the reporting requirements of this GTO. Purchasers are advised to confer with their own counsel regarding the effects of the GTO on their real estate purchases. Please see CLOSING COSTS & ADJUSTMENTS section of this Offering Plan.

36) On March 31, 2019, New York State announced additions to the base real estate transfer tax ("transfer tax") and established a new supplemental tax ("supplemental tax") on certain conveyances of real property within New York State occurring after July 1, 2019. These amended tax rates apply only to conveyances of real property in cities with a population of 1 million or more (which includes only New York City as of this date). The additional transfer tax applies only to conveyances of residential real property when the consideration for the conveyance is \$3 million or more, and conveyances of any other property when the consideration for the conveyance is \$2 million or more. The new supplemental tax applies only to conveyances of residential real property when the consideration for the conveyance is \$2 million or more. Purchasers shall be responsible for paying the base transfer tax and supplemental tax. The purchaser's payment of the base transfer tax will itself be deemed additional consideration, resulting in a "tax on a tax" effect. Purchasers are advised to consult with their own counsel concerning transfer taxes and other closing costs. Please see CLOSING COSTS AND ADJUSTMENTS section of the Offering Plan for a more complete explanation.

37) The Sponsor will serve as managing agent for the first year of condominium operation for the annual cost of \$6,000.00 per year (\$500.00 per month) as specified in SCHEDULE B. The budgeted fee is consistent with the prevailing cost for such services. The Board of Managers thereafter may elect to employ the services of a managing agent of the Board's own choosing. Please see SCHEDULE B and FOOTNOTES TO SCHEDULE B, and MANAGEMENT AGREEMENT, CONTRACTS & LEASES sections.

38) The square footage in SCHEDULE A is calculated by the standard mathematical formula of multiplying the length of an area by the width of an area, and adding together for each apartment all of the areas contained therein. The square footage of each unit is based upon a "gross" square footage calculation using the approximate distance measured from exterior face of exterior walls (perimeter and mechanical pipes are not deducted); the centerline of demising walls, non unit side of any wall or partition separating the unit from any common areas, stairs, elevators, and other mechanical equipment spaces or any common elements. As a result, the actual area comprising the condominium unit is significantly less than listed in Schedule A. The estimated square footage of each unit is based on the FLOOR PLANS and

ARCHITECT'S DESCRIPTION OF PROPERTY set forth in Part II of this Offering Plan, and may vary within reasonable tolerances from the "as-built" square footage as subsequently described in the condominium Declaration.

39) No change will be made in the size or number or layout of units, and/or their respective percentage of common interest, and no material change will be made in the size or quality of common elements except by amendment to the Plan and, when applicable, to the Declaration. A decrease in area of less than 5% or less *could* be deemed material and could thus trigger a right to consent. However, there is a rebuttable presumption that an area that is diminished by 5% or less is not material. Please see CHANGES IN PRICES OF UNITS section of the Offering Plan for a more complete explanation.

40) The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statute applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime. Sponsor has the obligation nevertheless, to construct the Building in accordance with applicable Law, NYC Building Code requirements, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. 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. Please see the section entitled RIGHTS AND OBLIGATIONS OF SPONSOR set forth in Part I of the Plan.

41) The By-Laws provide that any matter required or permitted to be determined by arbitration shall be submitted for resolution by a single arbitrator in a proceeding held in New York in accordance with the then existing rules of the American Arbitration Association, or before an arbitrator appointed by the Real Estate Board of New York if the American Arbitration Association or successor organization shall not then be in existence. Said single arbitrator shall be an independent third party unrelated to either party to the dispute. The arbitrator's fees, costs and expenses shall be borne by the losing party in the arbitration, or same shall be borne equally by the disputants if the arbitrator shall be substantially uphold the position of either party to the dispute. Please see BY-LAWS included in Part II of this Offering Plan.

42) The Condominium will not qualify as an exempt homeowner's association under Section 528 of the Internal Revenue Code, and as such will be ineligible for exemption benefits under Section 528. As a result, the Condominium may be subject to Federal corporate income tax on the excess of the Common Charges and investment income

over the expenses of operating the Condominium, if any. It is not presently anticipated that the condominium will have any income in excess of its expenses, as per SCHEDULE B included in this Offering Plan. It should be noted that the Condominium may, even if permitted to make an election under Section 528 of the Code, still be required to pay the minimum New York State and City corporation taxes. Sponsor anticipates that the amount budgeted in the line item for Miscellaneous Reserve shall also cover “minimum” New York City and State corporation and income taxes (current minimums are anticipated to be \$25.00 for New York City and \$50.00 for New York State) for the first year of operation in the event that the Condominium is required to pay them. However, in the event that the Condominium does have any excess of income for the first year of operation, it may be necessary to increase Common Charges or separately assess all Unit Owners. There is no assurance that the line item for Miscellaneous Reserve will be sufficient to pay for taxes on said excess income. See SCHEDULE B, INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM, and COUNSEL’S TAX OPINION LETTER in Part I of the Plan for a more complete explanation.

43) Please be advised that the Sponsor is not providing a NDL (“No Dollar Limit”) manufacturers’ warranty for the new roof. The absence of a NDL manufacturer’s warranty may indicate that the roof membrane and appurtenances were not inspected for compliance with the manufacturer’s specifications for installation. As such, premature deterioration, roof leaks, and replacement of the roof membrane may be anticipated and should be budgeted for. The roofing membrane is manufactured by Firestone-Intertek or equal. The contractor provides 5 years warranty on labor, material, and workmanship from any leakage from the roof from the date of completion of the project. Any warranty will be voided if a suitable walking surface is not provided. There is a roof terrace on the main roof which is allocated as common accessory use for the residential units. It is recorded on the Certificate of Occupancy. The maximum occupancy of the roof terrace is eleven occupants. The roof terrace is paved with lightweight concrete pavers manufactured by Hanover Architecture Product or equal. The concrete pavers are designed to bear daily foot traffic. All pavers are installed over raised pedestals. The pedestals are made of PVC. This setup is designed for lying over a roof membrane. The general contractor provides installation of the roof pavers and will honor a five year warranty of labor, material, and workmanship for the roof from any leakage from an area covered by the pavers from the date of completion of the project. Please see ARCHITECT’S REPORT located in Part II of this Offering Plan.

INTRODUCTION

This is an Offering Plan for the sale of condominium apartments at 7504 Bay Parkway, Brooklyn, New York. The purpose of this plan is to set forth fully all material terms of the offer. This plan may be amended from time to time if such amendment is filed with the New York State Department of Law. Any such amendments will be served on all prospective Purchasers who have executed a Purchase Agreement for any apartment, all unit owners, and all other persons entitled to service pursuant to 13 N.Y.C.R.R. § 20.3(d)(1).

The Sponsor of this offering is The Ridge Park LLC, a New York limited liability company formed on July 25, 2016 with offices located at 815A 51st Street, Basement, Brooklyn, New York 11220. The principals of the Sponsor are Wing Ken Chow, Roger Wai Ming Chan, Xing Zhou, and William Man Wai Wu, of the same address. The Sponsor acquired title to the property on October 21, 2016 from Chiara Borretti. Units will be conveyed free and clear of any mortgages, liens, or other encumbrances other than the easements disclosed in the Terms of Sale section of this Offering Plan. Units will be conveyed by delivery of a UNIT DEED as set forth in Part II of this Offering Plan.

The prices contained in this offering as set forth in SCHEDULE A are set by the Sponsor, and are not subject to approval by the New York State Department of Law or any other governmental agency.

This Condominium will be subject to, and in compliance with, the New York State Condominium Act, Article 9-B of the New York Real Property Law.

This plan, including all schedules and exhibits submitted herewith, constitutes the entire Offering Plan. Copies of the plan and Parts A, B, C, and D of the exhibits will be available for inspection to potential purchasers and their attorneys at the office of the Sponsor indicated on the front cover of this Offering Plan, and the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, New York, without charge, and for copying, at a reasonable charge.

The Building will be constructed by Sponsor within the requirements of all applicable federal, state, and local codes and regulations governing accessibility to the disabled including the ADAAG standard and Local Law 58/87. This is a new building located on

property in the Bensonhurst section of Brooklyn. The Sponsor expects that construction will be complete on or before August 2020.

The premises consist of a mixed-use, single six-story building with a below-grade cellar and containing, in aggregate, ten (10) Residential Units and one (1) Community Facility Unit. The 10 Residential Units will occupy the second through sixth floors of the building. The Community Facility Unit will occupy the first floor and cellar floor of the building. The Community Facility Unit is being developed for use as a religious house of worship. The Community Facility will be comprised of a religious assembly space with separate entry vestibule on the first floor, with classrooms and an administrative office on the cellar floor. The Residential Units and the Community Facility will have separate entrances on Bay Parkway at the first floor of the premises.

Sponsor has obtained a mortgage from Cathay Bank, having an office at 40-14 Main Street, Flushing, New York 11354 (the "Mortgage Lender"). Sponsor will pay, satisfy and otherwise comply with the terms of the mortgage documents. The Mortgagee consents to the formation of the Condominium, has agreed to subordinate its liens to the Condominium Declaration, and acknowledges that its mortgage liens will be limited to Unsold Units. At least fifteen percent (15%), which equates to two (2) of the units, must be under Contract to bona fide Purchasers counting toward effectiveness before the Mortgagee will subordinate its lien. In addition, the Unit and each subsequent Unit being conveyed and its appurtenant Common Interest will be released therefrom by partial release upon payment of the relevant payment as provided in the mortgage loan documents. There is a minimum release price set by the Mortgagee for the Mortgagee to release its lien from the Unit being sold. The Mortgagee has set no limits or requirements for Sponsor to sell rather than rent Units.

Sponsor is retaining the unconditional right to rent rather than sell Units after the Plan has been declared effective and the First Unit Closing has occurred. Until this Plan is abandoned, Sponsor will endeavor in good faith to sell, but makes no representation that it will execute Purchase Agreements to sell fifteen percent (15%) of the Units. In the event Sponsor has rented a Unit and, subsequently, sells the Unit pursuant to this Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Plan.

On the Effective Date of this Offering Plan as hereinafter described, Sponsor will by Declaration of Condominium recorded in the Office of the City Register of the City of New York submit the Property to Article 9-B of the Real Property Law of the State of New York (as amended, the "Condominium Act"). The proposed Declaration is set forth in Part II of this Plan. The Declaration, together with the By-Laws of the

Condominium, will be recorded by Sponsor at its sole cost and expense prior to its conveyance of title to the first Unit.

This offering is made only to individuals over the age of 18.

In accordance with the provisions of the Laws of the City of New York, the Sponsor represents that neither the Sponsor, nor the Condominium, nor the Selling Agent, will discriminate against any person because of his race, creed, color, sex, sexual orientation, national origin, ancestry, or any other reason prohibited by civil rights law in the sale of apartments offered by this Plan, or in the leasing of any apartment in the Building. Unit owners have an unrestricted right to lease, sell or mortgage units. Use of units is limited to residential use and appurtenant home office use.

The Plan delivered to prospective purchasers contains all the material terms of the transaction, and is presented in two Parts in one volume. Part I sets forth a general description of the Plan, including the relevant provisions of various agreements known as the Project Documents. Part II contains a detailed physical description of the Condominium, together with copies of the forms of many of the documents that will affect the use, resale, or mortgaging of each Unit. Both Parts, including all schedules and exhibits, constitute the entire offer of Sponsor. These documents should be reviewed carefully by each prospective Purchaser and his or her attorney prior to signing a Purchase Agreement. Copies of the Plan, all exhibits to the Plan, and Project Documents are available for inspection by prospective purchasers and their attorneys at the on-site offices of the Sponsor, and are also available for inspection and copying at a reasonable fee at the New York State Department of Law, 28 Liberty Street, New York, New York.

Ownership of a Condominium Unit resembles in many ways ownership of a private home. Basic aspects of condominium ownership include:

- (1) Each purchaser owns his/her unit outright and is entitled to exclusive possession of such unit. Each purchaser also has an interest in, and a right to use, common elements and exclusive right to use limited common elements of the building. However, each unit owner is obligated to comply with the Declaration, By Laws, rules and regulations, and any other requirements of the Board of Managers.
- (2) Common elements are parts of the Property which, in addition to his/her own Unit, a Unit Owner owns in common with the owners of all other Units, such as entryways, stairways, hallways, utility areas, and similar elements of the

building that serve all Unit Owners. A Unit Owner will share the non-exclusive right to use the Common Elements with all other unit owners.

Limited Common Elements are those areas appurtenant to a particular Unit or Units, the use of which is restricted to the owner(s) of such Unit or Units, but which are not owned by such unit owner(s). Thus, in this Condominium, Unit 2A will have a terrace measuring approximately 35.75 square feet allocated as a Limited Common Element. Unit 2B will also have a terrace, measuring approximately 463 square feet, allocated as a Limited Common Element. All other Residential Units (Units 3A, 3B, 4A, 4B, 5A, 5B, 6A and 6B) will have a balcony measuring approximately 101 square feet each, allocated as Limited Common Elements. Please note that these Limited Common Elements are uninhabitable.

(3) After filing of the Declaration, each unit will be separately taxed and may be separately mortgaged; each unit owner may deduct from adjusted gross income for income tax purposes real estate taxes and mortgage interest. No unit owner will be responsible for payment of, or any lien arising out of nonpayment of, real estate taxes assessed against any other unit in the building.

(4) Each Unit Owner may vote for the members of the Board of Managers, which is the group elected by unit owners to operate the Condominium. The Board of Managers will set common charges based on cash needs of building operation, decide on special assessments, and, in general, make all decisions necessary to run the building.

(5) Each unit owner must pay common charges in accordance with the New York Condominium Act (Real Property Law Sections 339 (i) and (m)), and any applicable state or local law. The common charges payable under the By-Laws will be based strictly on the projected cash requirements of ownership and operation of the Property and may include an allowance for contingencies, replacements, and/or repairs. Furthermore, the Board of Managers may impose special assessments in order to meet emergencies, contingencies, or other unforeseen events, which will become the financial obligation of each purchaser of a Condominium Apartment. These assessments will be levied in direct proportion to the percentage of common interest allocated to each apartment.

(6) Individual unit owners are responsible for repairs to and maintenance within their own condominium units. Individual purchasers should explore obtaining insurance coverage, which would be at their own cost and expense, to

insure them for such risks as fire and casualty losses in their apartments to their personal contents therein, as well as liability insurance for each occurrence that might occur within their respective apartments. Otherwise, unit owners will not be covered for risks such as fire and casualty losses within their apartments. The condominium Board of Managers is not obligated to repair and maintain individual apartments, nor provide casualty and/or liability insurance for occurrences that may occur in individual apartments.

(7) Unit owners are responsible for maintenance and repairs to their individual units.

(8) The condominium Board does not have the right to approve or disapprove Purchasers, so there is no limit on the number of owners who may purchase for investment rather than personal occupancy. There may always be a substantial percentage of owners who are non-residents.

(9) Each unit owner is obligated to comply with the DECLARATION, the BY-LAWS, rules and regulations, and any other requirements of the Board of Managers.

The purchase prices, estimated common charges, and estimated real estate taxes for the first year of Condominium operation are set forth in SCHEDULE A. The projected budget for the first year of Condominium operation is set forth in SCHEDULE B.

There is one Community Facility Unit located in the building. Though the Community Facility Unit is being developed for use as a religious house of worship, there are no restrictions on the use of a Community Facility Unit other than that such use must conform to applicable zoning regulations or any variance granted thereof, and the Certificate of Occupancy for the premises or any amendment thereto. A unit owner of a Community Facility Unit shall have the right to seek such amendment to the Certificate of Occupancy or variance in the zoning regulations without permission of the Board of Managers but at such Unit Owner's sole cost and expense. Examples of permitted uses for Community Facility Units include outpatient medical facilities and day care centers; prohibited uses include retail and restaurants.

While the Sponsor will endeavor in good faith to sell all units, Sponsor is not limiting the conditions under which it will rent rather than sell units. There is no commitment to sell more units than the 15% necessary to declare the plan effective, which in this Plan constitutes two (2) units. Owner-Occupants, therefore, may never gain effective

control and management of the condominium. There are no requirements or restrictions on renting imposed by a construction lender. Additionally, the By-Laws do not include a provision that after expiration of the initial Sponsor Control period, a majority of the Board of Managers must be Owner-Occupants or member of an owner occupant's household who are unrelated to the Sponsor and its Principals. Owner-Occupants and non-resident owners, including the Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home, as opposed to purchase as an investment.

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

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The structure which is the subject of this Offering Plan is a mixed-use building consisting of a single six-story building with a below-grade cellar and containing, in aggregate, ten (10) Residential Units and one (1) Commercial Unit. This project is located in the Bensonhurst section of the Borough of Brooklyn, New York. The site is a corner lot facing Bay Parkway and adjacent to Bay Ridge Parkway, on the block between Bay Ridge Parkway and 76th Street. The Property has a land area of approximately 3,367 square feet, and a street address of 7504 Bay Parkway. The Commercial Unit is being developed as a Community Facility for use as a religious house of worship. There will be separate first floor lobby entrances fronting on Bay Parkway for the Residential Units and for the Community Facility Unit.

This is a new building constructed in compliance with Class I-B non-combustible construction classification. The Building is not a designated landmark nor is it in a landmark district. After completion of construction, the Sponsor will apply for a temporary or permanent Certificate of Occupancy from the New York City Department of Buildings. The Sponsor and its principals will obtain a temporary Certificate of Occupancy prior to the First Unit Closing and will seek to obtain a final Certificate of Occupancy within two (2) years of the issuance of the first temporary Certificate of Occupancy for the Building, barring delays caused by *force majeure* or other reasons beyond the control of Sponsor. The Building is expected to be substantially completed on or before August of 2020.

All cabinetry and fixtures in kitchens and baths in the units will be new. The Sponsor will install in each unit a gas range Frigidaire model #FGF337BC, and a range hood, Pacific model #PC 3030. To the extent the Purchaser elects to install any other appliances in the unit, same will represent an additional cost of purchasing the unit. There will be no common laundry. Sponsor will not provide a washer or dryer but will, however, equip each unit with laundry hook-ups. Unit owners, therefore, will be responsible for purchasing laundry washers and dryers at their own cost and expense. Stackable, front-loaded, ventless, electric-operated units with dimensions of 24" wide, 25" deep, and 67" tall, such as Electrolux washer model no. EIFLS20QSW and Electrolux dryer model EFDE210TIW, will fit into and are appropriate for the designated laundry room for each unit. The Sponsor reserves the right to provide fixtures and appliances by a variety of manufacturers of equal or better quality. "Equal or better quality" shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity and/or classifications, as applicable.

Please see ARCHITECT'S REPORT/DESCRIPTION OF PROPERTY AND BUILDING CONDITION located in Part II of this Offering Plan.

The First Floor of the Building contains the Community Facility Unit with a religious assembly space and separate entry vestibule. The Cellar is comprised of classrooms and administrative office space for the Community Facility. There will be one refuse room for Residential Unit Owners located in the Cellar of the Building, and a separate refuse room for use by the Community Facility in the Cellar. Residential Unit Owners will access the refuse room either by the common elevator or by a separate staircase from the residential lobby, but will have no other common space located in the Cellar. Residential Unit Owners will have access to the exterior rooftop recreation area of the Building, as well as a portion of the roof on the second floor, as Common Elements. Please see ARCHITECT'S REPORT/DESCRIPTION OF PROPERTY AND BUILDING CONDITION located in Part II of this Offering Plan.

The building Certificate of Occupancy and applicable zoning rules will not allow the construction of anything on the roof. Any damage occurring to the roof shall be the sole responsibility of the Condominium and/or any such Unit Owner causing such damage, and will need to be repaired at the Condominium or such Unit Owner's sole cost and expense as determined by the Condominium Board of Managers. Additionally, any warranty described in Part II may be voided by improper use of the roof. The Board of Managers will have access for inspection and repair, and may regulate aspects of construction to protect the security of the building and the time and manner of construction.

Unit 2A will have a terrace measuring approximately 35.75 square feet allocated as a Limited Common Element. Unit 2B will also have a terrace, measuring approximately 463 square feet, allocated as a Limited Common Element. All other Residential Units (Units 3A, 3B, 4A, 4B, 5A, 5B, 6A and 6B) will have a balcony measuring approximately 101 square feet each, allocated as Limited Common Elements. These Limited Common Elements are uninhabitable. No structures of any kind may be built in or on these limited common elements except for temporary structures such as fencing, screen tents, tool sheds, sukkots, etc. The right to use and occupancy is subject to the right of the Condominium to enter into said areas for the purpose of inspection and/or building repairs.

In the event a child under eleven (11) years old resides in a unit or visits a unit for an extended period of time, the owner of that unit will be required, at his/her own cost and expense, to install child safety window guards on all windows in conformity with

applicable New York City Administrative Code sections, and shall not remove them until permitted by applicable law. Failure to do so may create great risk to the life and health of such child, and result in the imposition of a violation against the building, which would be the responsibility of the unit owner to cure. The Unit Owner shall also be responsible for keeping safety warning devices (i.e., smoke detector and carbon monoxide detector) operational.

The Building has one elevator for both passenger and service purposes for access to both the Residential Units and the Community Facility. The Building will also have four staircases, two each for the Residential Unit and for the Community Facility. Mailboxes are located in the residential lobby.

The Sponsor will complete the work set forth in this plan relating to the building, and the apartments contained therein, in accordance with all applicable zoning and building laws, including, but not limited to, the Building Code of the City of New York, the New York City Administrative Code and the Zoning Resolution of 1961 as amended, and subject to procurement of all applicable and proper permits which are required, if any. All residential units will be equipped with operable smoke and carbon monoxide detectors as required by the New York City Administrative Code.

The Sponsor hereby adopts the detailed description of property and building condition set forth in the section entitled ARCHITECT'S REPORT/DESCRIPTION OF PROPERTY AND BUILDING CONDITION in Part II of this Offering Plan. With reference to such material, a licensed architect or engineer prepared the description of property and building condition contained therein. Prospective purchasers are urged to refer to said section for a more complete understanding of the physical condition of the subject property and building.

Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including without limitation, changing materials, appliances, equipment, fixtures and other construction details) and to substitute in place of any materials, appliances, equipment, and fixtures as set forth, materials, appliances, equipment and of equal or better quality, provided that any necessary approval of any governmental authority having jurisdiction is first obtained.

LOCATION AND AREA INFORMATION

The premises are located in Bensonhurst in the Borough of Brooklyn, New York. Though there are no official boundaries, the area bounded by 14th Avenue, 60th Street, McDonald Avenue, Avenue P, Bay Parkway and 86th Street is generally considered Bensonhurst-proper. The neighborhood is surrounded by Dyker Heights, Borough Park, Midwood, Gravesend and Bath Beach. Building styles initially featured two and three-family houses and small apartment buildings built during the 1920s for a growing population moving from the Lower East Side of Manhattan. While many houses are attached or semi-detached, fully detached, brick, stucco and stone façade houses can be found in the western part of the neighborhood. Through the mid-20th century, Bensonhurst developed as an Italian and Jewish enclave, and was often thought of as Brooklyn's Little Italy. Neighborhood rezoning in the 2000s encouraged the building of clusters of three-story brick apartment buildings and condominium projects, bringing with it commercial development and an influx of foreign-born residents. Bensonhurst today is home to a diverse community of Chinese, Italian, Mexican, Middle-Eastern, and Russian residents.

The property is served by both the N and D subway lines. The Bay Parkway and the Kings Highway stations on the N subway line, and the Bay Parkway and 20th Avenue stations on the D subway line are all just a few blocks' walking distance from the premises. Bus lines servicing the neighborhood include the B6 running along Bay Parkway, the B4 running north and south along Bay Ridge Parkway and Stillwell Avenue, and the B82 along Bay Parkway, east along Kings Highway and west to Cropsey Avenue.

The property is located in within Community Board 16. The property is located in Community District 311 and City Council District 44. The subject premises are directly across the street from the Seth Low Playground and Bealin Square, a popular destination for recreational basketball, handball and other games, sunbathing, dog-walking and running. Coney Island and Manhattan Beach are each approximately three miles from the premises, both offering a boardwalk, amusement rides, swimming or sunbathing on its nearly three miles of sandy beaches, or check out the courts for beach volleyball, handball, and basketball. The New York Aquarium is on Coney Island at Surf Avenue and West 8th Street.

The designated school district for the subject premises is District 20. The public schools in closest proximity to the subject premises are elementary school P.S. 247, The College Partnership Elementary School, and middle school I.S. 096, Seth Low. However, parents

have citywide choice of public schooling for their children, or may choose among the local religious schools or secular private schools. The nearest library is the Highland Branch of the Brooklyn Public Library located at 1664 West 13th Street near the intersection with Kings Highway. The post office servicing the property is the Bath Beach Station located at 1865 Benson Avenue, Brooklyn, New York 11214. Nearby local medical centers include the Coney Island Hospital at 2601 Ocean Parkway and the Maimonides Medical Center at 4802 10th Avenue, which are both approximately 2 miles from the premises. There are several houses of worship of most major denominations in the immediate vicinity of the premises.

Police, Fire, Water, Sanitation, snow removal, and road maintenance are provided by the City of New York, and all charges (except water) are incorporated into City taxes. The property is located within the 62nd Police Precinct located at 1925 Bath Avenue, Brooklyn, New York 11214. The closest fire station is Engine 330, Ladder 172 located at 2312 65th Street, Brooklyn, New York 11204 approximately one-half mile from the premises.

The building is located in Zoning District R6, which permits residential use as-of-right. R6 districts are widely mapped in built-up, medium-density areas in Brooklyn, Queens and the Bronx. The character of R6 districts can range from neighborhoods with a diverse mix of building types and heights to large-scale “tower in the park” developments designed to be compatible with older buildings found in medium-density neighborhoods. Zoning regulations produce high lot coverage with six- to eight-story apartment buildings set at or near the street line.

Neither the Sponsor nor principals of the Sponsor own any undeveloped areas adjacent to or directly across the street from the property.

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

Any changes in the aforementioned information that occurs while sales are continuing must be disclosed in an Amendment with 30 days after the information becomes known to the Sponsor.

SCHEDULE A
PURCHASE PRICES AND ALLOCATION OF COMMON INTEREST

7504 Bay Parkway, Brooklyn, New York

First Year of Operation

April 1, 2021 - March 31, 2022

<u>Unit</u>	Habitable Sq. Ftg. (1A)	Uninhab. Sq. Ftg. (1B)	Bdms/ Bths (2)	% of General Common Interest (3A)	% of Residential Common Interest (3B)	Offering Price (4)	Monthly Common Charges (5)	Post- Construction Estimated Monthly Real Estate Taxes (6)	Post- Construction Estimated Monthly Carrying Charges (7)	Post- Construction Estimated Annual Real Estate Taxes (8)	Post- Construction Estimated Annual Carrying Charges (9)	Annual RE Taxes With ICAP Tax Benefits (10A)	Annual RE Taxes Without ICAP Tax Benefits (10B)
<u>Residential Units</u>													
2A	684.00	35.75	2/1	6.29%	8.41%	\$550,000.00	\$267.51	\$594.81	\$862.32	\$7,137.72	\$7,405.23		
2B	892.00	463.00	3/1.5	9.15%	12.23%	\$690,000.00	\$389.28	\$865.04	\$1,254.32	\$10,380.50	\$10,769.78		
3A	692.00	101.00	2/1	6.51%	8.71%	\$560,000.00	\$276.89	\$615.68	\$892.57	\$7,388.16	\$7,665.05		
3B	892.00	101.00	3/1.5	8.32%	11.13%	\$690,000.00	\$354.10	\$787.36	\$1,141.46	\$9,448.29	\$9,802.39		
4A	692.00	101.00	2/1	6.51%	8.71%	\$560,000.00	\$276.89	\$615.68	\$892.57	\$7,388.16	\$7,665.05		
4B	892.00	101.00	3/1.5	8.32%	11.13%	\$690,000.00	\$354.10	\$787.36	\$1,141.46	\$9,448.29	\$9,802.39		
5A	692.00	101.00	2/1	6.51%	8.71%	\$565,000.00	\$276.89	\$615.68	\$892.57	\$7,388.16	\$7,665.05		
5B	892.00	101.00	3/1.5	8.32%	11.13%	\$695,000.00	\$354.10	\$787.36	\$1,141.46	\$9,448.29	\$9,802.39		
6A	692.00	101.00	2/1	6.51%	8.71%	\$570,000.00	\$276.89	\$615.68	\$892.57	\$7,388.16	\$7,665.05		
6B	892.00	101.00	3/1.5	8.32%	11.13%	\$700,000.00	\$354.10	\$787.36	\$1,141.46	\$9,448.29	\$9,802.39		
Residential	7,912.00	1,306.75		74.76%	100.00%	\$6,270,000.00	\$3,180.78	\$7,072.00	\$10,252.78	\$84,864.00	\$88,044.78		
								With ICAP Tax Ben. Monthly Real Estate Taxes (6)	With ICAP Tax Ben. Monthly Carrying Charges (7)	Without ICAP Tax Ben. Monthly Real Estate Taxes (8)	Without ICAP Tax Ben. Monthly Carrying Charges (9)	Annual RE Taxes With ICAP Tax Benefits (10A)	Annual RE Taxes Without ICAP Tax Benefits (10B)
<u>Community Facility Unit</u>													
	2,247.00	2,139.00	N/A	25.24%		\$2,500,000.00	\$1,073.89	\$170.58	\$1,244.48	\$2,092.75	\$3,166.64	\$2,047.00	\$25,113.00
Grand Total	10,159.00	3,445.75		100.00%		\$8,770,000.00	\$4,254.44	\$7,242.58	\$11,497.26	\$86,956.75	\$91,211.43	\$2,047.00	\$25,113.00

Notes:

- 1) The annual budget for the condominium for the first year of operation is \$51,053.00 as detailed in Schedule B included herein. The common charges are \$4,254.44 per month as shown above.
- 2) As part of the uninhabitable square footages listed above, Unit 2A will have a terrace measuring approximately 35.75 square feet allocated as a limited common element. Unit 2B will have a terrace measuring approximately 463 square feet allocated as a limited common element. All other Residential Units (Units 3A, 3B, 4A, 4B, 5A, 5B, 6A and 6B) will each have a balcony measuring approximately 101 square feet allocated as limited common elements.
- 3) In addition to the offering prices above, there are additional closing costs assessed against each unit, such document preparation fees, payment of transfer taxes, reimbursement fee, working capital fund contribution equal to two months' common charges, etc. Additionally, Purchasers will pay their own title insurance costs, recording charges, and mortgage recording taxes. Please see the CLOSING COSTS AND ADJUSTMENTS section of this Offering Plan for a more complete explanation.
- 4) Sponsor is not applying for any real estate tax exemption benefits for the Residential Units and for ICAP abatement benefits for the Community Facility Unit. Estimated real estate taxes for the residential units shown above are based on estimated post-construction assessed value. Estimated real estate taxes for the community facility unit are shown above both with and without ICAP benefits. If at any point it becomes impossible for the Sponsor to obtain ICAP benefits Sponsor will immediately submit an amendment disclosing that it is impossible to obtain the ICAP tax benefits. Please see the REAL ESTATE TAXES and REAL ESTATE TAX PROJECTION LETTER sections of this Offering Plan for a more complete explanation.
- 5) Cellar space, roof top and balconies/terraces may not legally be used as a bedroom, living room, or dining room, or for any other use construed as "habitable space" as defined by the New York City Building Code. To do so may result in a violation being placed against the building which would be the obligation of the Unit Owner to remove.
- 6) Real estate taxes for the condominium may significantly increase in subsequent years due to changes in the assessed value, tax rates, or the method of assessing real property.

FOOTNOTES TO SCHEDULE A

1A. The square footage in SCHEDULE A is calculated by the standard mathematical formula of multiplying the length of an area by the width of an area, and adding together for each apartment all of the areas contained therein. The square footage of each unit is based upon a “gross” square footage calculation using the approximate distance measured from exterior face of exterior walls (perimeter and mechanical pipes are not deducted); the centerline of demising walls, non unit side of any wall or partition separating the unit from any common areas, stairs, elevators, and other mechanical equipment spaces or any common elements. As a result, the actual area comprising the condominium unit is significantly less than listed in Schedule A. The estimated square footage of each unit is based on the FLOOR PLANS and ARCHITECT'S DESCRIPTION OF PROPERTY set forth in Part II of this Offering Plan, and may vary within reasonable tolerances from the “as-built” square footage as subsequently described in the condominium Declaration.

1B. The uninhabitable square footage listed for each unit is the aggregate footage of Limited Common Elements, such as balconies and terraces, if any, and cellar floor spaces. These spaces may not be used as a bedroom, living room, or dining room, or for any other use construed as “habitable space” as defined by the New York City Building Code, nor may this space be rented out. Doing so may result in a violation being issued against the Building and a fine imposed, which will be the responsibility of the Unit Owner to correct and remove.

2. The room count is based on the method suggested by the Real Estate Board of New York. This method counts each fully partitioned room as one room, and each bathroom containing a sink, toilet, and shower or bath as a full bathroom. Multi-use rooms, such as living/dining rooms are counted as a single room. Baths that do not include a tub or shower are counted as half baths. See the section entitled DESCRIPTION OF PROPERTY AND BUILDING CONDITION, and FLOOR PLANS, both of which are included in Part II of this Offering Plan, for a more complete description of each apartment. Additionally, the square footage set forth in SCHEDULE A is approximate, and may differ, from the square footage specified for this unit in Schedule B to the Condominium Declaration.

3A, 3B. The determination of percentages of Common Interest allocated to each unit is based upon floor area, subject to such other items of relative value as the location of the

apartment within the building; uniqueness of the apartment; the availability of common elements for exclusive or shared use; and the overall dimensions of a particular unit, as per Section 339(i)(1)(iv) of the New York State Real Property Law. 3A is the “general” common interest calculated for both the Residential Units and the Community Facility Unit in the aggregate. 3B is the common interest calculation for the Residential Units only.

4. Across-the-board changes in unit prices, advertised price changes, and increases in individual unit prices may be made only by an amendment duly-filed with the New York State Department of Law; however, individually negotiated reductions in the purchase price of a unit may be made without prior amendment. Purchasers will also incur certain closing costs in connection with the purchase of their unit. See CHANGES IN PRICES IN UNITS and CLOSING COSTS AND ADJUSTMENTS sections of this Offering Plan.

5. Projected Common Charges for the first year of operation include only those expenses which are enumerated in SCHEDULE B. Common Charges do not include such expenses as repairs to the interior of the owner's unit, and the owner's individual gas, electricity, cable, Internet service, air conditioning, and telephone expenses; individual costs for heat and hot water for each apartment are set forth in SCHEDULE B1 of this Offering Plan. Moreover, if the purchaser should obtain financing for the purchase, the debt service on that loan will be an additional expense not covered by the Common Charges. Common Charges are arrived at by allocating to each unit a share of the Monthly Charges proportionate to the Common Interest that such unit bears in the condominium.

6. After the condominium is divided into individual tax lots, each lot will be separately taxed for New York City property tax purposes. A 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. Sponsor has obtained an opinion from Metropolitan Realty Exemptions, Inc. (“MRE”), 118 Middleton Street, Brooklyn, New York 11206, dated November 16, 2020 and included in this Plan, as to the projected real estate taxes for all units for the first year after completion of construction and the eligibility of the condominium to obtain ICAP Tax Benefits for the community facility unit only. Real estate taxes for the condominium may significantly increase in subsequent years due to changes in the assessed value, tax rates, or the method of assessing real property.

The anticipated date of completion of construction is January of 2021. Upon substantial completion of construction, it is anticipated that the residential portions of the property will be classified by the New York City Department of Finance (“DOF”) as Tax Class 2

property, while the commercial Class 4 tax rate will be applied to the Community Facility Unit. DOF calculations of real estate taxes are arrived at by applying the current tax rate to the assessed property value, and then allocating the resulting taxes in direct proportion to the allocation of Common Interest percentages set forth in the condominium Declaration. Sponsor makes no representation, however, that DOF will actually apportion the real estate taxes for each Unit based on Common Interest.

MRE has estimated the post-completion assessed value for the residential component of the building for 2021/2022, the first full tax year after completion of construction. The total assessed value for Tax Class 2 residential property for the first year of operation is estimated to be \$691,807, resulting in an annual tax liability of \$84,864 and a monthly tax liability of \$7,072. This estimate assumes a tax rate of 12.267%, which is the current tax rate for Class 2 properties for 2020/21. Column 6 reflects monthly estimates.

MRE has estimated the post-completion assessed value for the Community Facility Unit, which is taxed at the commercial tax rate, for the 2021/2022 tax year, the first year of condominium operation, if ICAP benefits are obtained and if ICAP benefits are not obtained. ICAP benefits are applicable solely to the Community Facility Unit at the property. The assessed value for the Community Facility Unit without ICAP benefits is estimated at \$234,831, resulting in an estimated annual tax liability of \$25,113 and a monthly tax liability of \$2,092.75. MRE projects that the total annual property tax in the 2021/22 tax year for the commercial portion of the building is estimated to be approximately \$2,047 after the abatement amount of \$23,066 is applied, as discussed above, and the monthly amount is estimated to be approximately \$171. The estimates assume a tax rate of 10.694% for Tax Class 4 properties. Column 6 reflects monthly estimates for the community facility unit with ICAP benefits.

The real estate taxes for the first year of condominium operation are provided in SCHEDULE A. All figures are estimates and are based on post-construction assessed values. Prospective Purchasers should note that the taxes listed for each unit in Schedule A are allocated in proportion to the allocation of Common Interest that each unit bears in relation to all other units of its type, and are proportional to said unit's Common Interest in the whole condominium. The DOF is not bound by this method of allocation, and may allocate on a different basis. Unit Owners shall be entitled to deduct real property taxes paid on the unit for income tax purposes subject to the limits imposed by the Tax Cuts and Jobs Act of 2017. This federal law limits the itemized deduction to \$10,000.00 for the total of state and local property taxes and income or sales taxes. This maximum applies to both

single and married filers. Potential purchasers are strongly advised to consult with their own tax experts with regard to deductibility of their real estate taxes. Purchasers are directed to the opinion from MRE in the section of this Offering Plan entitled REAL ESTATE TAXES for a more complete explanation.

Until the units are separately assessed for real estate taxes, real estate taxes for the property shall be paid by the condominium (although no such payment is provided for in Schedule B) as a general common expense and each Unit Owner shall pay additional common charges (which are not reflected in the estimated common charges for the unit as set forth in Schedule A) equal to the applicable unit's pro rata share, based upon the common interest of the applicable unit, of such real estate taxes for the property for such period. If real estate taxes are charged to Unit Owners as additional common charges for any period with respect to which the units shall not have been separately assessed, then a Unit Owner's payment of such additional common charges shall be in lieu of payment by such Unit Owner to the city of real estate taxes (which otherwise might have been assessed against the unit as a separate tax lot) for such period. As set forth in the By-Laws, after the units are separately assessed for real estate tax purposes, the Board of Managers as agent of the Unit Owners shall promptly assess any Unit Owners who have underpaid real estate taxes with respect to their units based on the assessed valuation of such units and shall likewise reimburse any Unit Owners for overpayment of taxes. Although the condominium will be obligated to pay the real estate taxes for the property until the units are separately assessed, it is possible that Purchaser's lender may, nevertheless, require that Purchaser escrow with such lender for real estate taxes for such period.

7. Monthly carrying charges are composed of the monthly common charges and the monthly real estate taxes projected against each unit. Column 7 for the community facility unit shows carrying charges with ICAP benefits.

Residential unit owners who itemize their deductions should, for federal income tax purposes, be entitled to a deduction for real estate taxes in the year in which same are paid or accrued subject to the limits imposed by the Tax Cuts and Jobs Act of 2017. The projected tax deduction may vary in future years due to changes in the interest rate on the unit owner's mortgage (if any), or from changes in the allocation of constant debt service payments to interest and principal; or due to changes in real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, tax rates, or the method of assessing real property; or from changes in the tax laws governing deductibility of mortgage interest and real estate taxes. Please see the TAX OPINION

LETTER set forth in this Offering Plan for a more complete explanation. Carrying charges do not include certain costs for which the unit owner is responsible, such as repairs to the interior of the unit, separate metered gas, electricity, hot water, heat, air conditioning, and cable television service. Please see SCHEDULE B-1 for estimates of individual utility charges.

8. Column 8 for the residential units shows estimated annual real estate taxes as described in Item 6 above. Column 8 for the community facility unit shows monthly real estate taxes without ICAP as described in Item 6 above.

9. Column 9 for the residential units shows estimated annual carrying charges. Column 9 for the community facility unit shows monthly carrying charges without ICAP as described in Item 6 above.

10A, 10B Calculations of annual real estate taxes for the community facility unit are provided both with and without tax benefits.

SCHEDULE B

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION
THE RIDGE PARK CONDOMINIUM
April 1, 2021 – March 31, 2022

INCOME

Common Charges	\$ 51,053
----------------	-----------

EXPENSES

Heat and Hot Water (1)	\$ -0-
------------------------	--------

Electricity (2)	\$ 6,600
-----------------	----------

Water and Sewer (3)	\$ 8,352
---------------------	----------

Repairs and Maintenance (4)	\$ 6,976
-----------------------------	----------

Services and Supplies (5)	\$ 1,000
---------------------------	----------

Insurance (6)	\$ 9,025
---------------	----------

Legal and Accounting Fees (7)	\$ 1,100
-------------------------------	----------

Labor (8)	\$ 4,900
-----------	----------

Management (9)	\$ 6,000
----------------	----------

Miscellaneous Reserve (10)	\$ 2,000
----------------------------	----------

Capital Reserve Fund (11)	<u>\$ 5,110</u>
---------------------------	-----------------

Total	\$ 51,063
-------	-----------

Note: All figures are rounded to the nearest dollar.

IF THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION IS TO BE DELAYED MORE THAN SIX (6) MONTHS BEYOND THE BUDGET YEAR PROJECTED IN THE OFFERING PLAN, THE PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET DISCLOSING CURRENT PROJECTIONS. IF SUCH AMENDED PROJECTION EXCEEDS ORIGINAL PROJECTIONS BY 25% OR MORE, THE SPONSOR MUST OFFER ALL PURCHASERS THE RIGHT TO RESCIND. SUCH PURCHASERS SHALL EXERCISE SAID RIGHT OF RESCISSION IN A REASONABLE PERIOD OF TIME THAT IS NOT LESS THAN 15 DAYS AFTER THE DATE OF PRESENTATION OF SAID AMENDED BUDGET, WHETHER OR NOT SPONSOR OFFERS TO GUARANTEE THE PREVIOUS BUDGET PROJECTION. SPONSOR MUST RETURN ANY DEPOSIT OR DOWN-PAYMENT TO A PURCHASER WHO RESCINDS WITHIN 10 DAYS AFTER RECEIPT OF NOTICE OF RESCISSION.

THE SPONSOR MAY NOT DECLARE THE PLAN EFFECTIVE WHERE THERE ARE MATERIAL CHANGES TO THE BUDGET IF THESE CHANGES HAVE NOT BEEN DISCLOSED IN A DULY FILED AMENDMENT TO THE PLAN.

ADDITIONALLY, PURCHASERS WILL BE OFFERED THE OPPORTUNITY TO RESCIND THEIR PURCHASE AGREEMENT IN THE EVENT CLOSING DOES NOT OCCUR WITHIN 12 MONTHS FROM THE COMMENCEMENT DATE OF THE PROJECTED BUDGET.

PURCHASERS SHOULD ALSO NOTE THAT EVEN IF THE FIRST CLOSING OCCURS ON OR BEFORE THE DATE PROJECTED AS THE DATE OF COMMENCEMENT OF OPERATION AT THE TIME THE PURCHASE AGREEMENT WAS ENTERED INTO OR WITHIN THE TWELVE (12) MONTH PERIOD THEREAFTER, THE CLOSING OF SUBSEQUENT UNITS MAY BE SUBSTANTIALLY DELAYED BEYOND SUCH DATES IF A TEMPORARY CERTIFICATE OF OCCUPANCY HAS NOT BEEN ISSUED FOR SUCH UNITS OR FOR THE FLOOR ON WHICH SUCH UNITS ARE LOCATED. IN SUCH CASE, PROVIDED THAT THE SPONSOR IS DILIGENTLY PURSUING COMPLETION OF CONSTRUCTION AND ISSUANCE OF A CERTIFICATE OF OCCUPANCY AND IS OTHERWISE IN COMPLIANCE WITH ITS OBLIGATIONS UNDER THE PLAN, A PURCHASER WILL NOT BE ENTITLED TO A RIGHT OF RESCISSION OR TO MAKE CLAIMS AGAINST THE SPONSOR FOR DAMAGES OR LOSSES AS A RESULT OF SUCH DELAYS AND WILL NOT BE EXCUSED FROM PAYING THE FULL PURCHASE PRICE FOR THE UNIT. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATIONS AS TO WHETHER TO PURCHASE A UNIT. IN THE EVENT, HOWEVER, SPONSOR CANNOT CONVEY TITLE TO THE UNIT ON OR BEFORE TWELVE (12) MONTHS FROM THE DATE OF THE PURCHASE AGREEMENT, AFFECTED PURCHASERS WILL BE OFFERED A RIGHT OF RESCISSION.

FOOTNOTES TO SCHEDULE B

1. Heat and Hot Water: Heat and hot water for each unit are provided by separate gas fired boilers and hot water heaters serving each unit. Each purchaser will pay separately for the heat and hot water supplied to his/her unit. No heat is provided to the common areas of the building. See SCHEDULE B1 hereinafter set forth for an estimate of individual heat and hot water charges.

2. Electricity: The Sponsor has obtained an estimate, dated November 14, 2019, from Andrew Katz, P.E., 3452 Bedford Avenue, Brooklyn, New York, of approximately 20,000 kilowatt hours per year of electrical usage for the common areas. The projection in SCHEDULE B is based on a rate of approximately 30 cents per kilowatt hour plus minimum meter charge, and includes the cost of all applicable state and local taxes and fuel adjustments, and a 10% allowance for inflation. Purchasers shall be responsible for individual utility costs for their own apartments.

3. Water and Sewer: Water is supplied to the building by the City of New York through a single water meter serving the entire building. The Sponsor has obtained an estimate, dated November 14, 2019, from Andrew Katz, P.E., 3452 Bedford Avenue, Brooklyn, New York, of 215 gallons per day per unit, current charges of \$2.60 per 100 cubic feet of water consumed, and sewer charges of \$3.50 per 100 cubic feet of water per year. Projected figure also includes a 10% allowance for inflation. Utility usage is highly variable and is dependent both on the number of people and their pattern of usage. Water usage for the Condominium may be higher due to the Community Facility's usage. The Community Facility will be responsible to pay any of the water cost attributed to its usage, even if that cost exceeds its share of Common Charges. Similarly, in the event that the Community Facility water usage is lower than its proportionate share of the common charges then the Community Facility unit owner will be entitled to a credit against common charges for amounts in excess of its proportionate share of the water bill for the Residential Units. The Common Charges payable by each Community Facility Unit Owner are sufficient to cover the expenses fairly attributable to such unit.

4. Repairs and Maintenance: The budgeted figure is based on normal maintenance and repairs to the common elements of the building and its systems and equipment. Insofar as this is a newly renovated building it is not anticipated that any major repairs

will be required. The budget includes items of regular maintenance, such as cleaning, painting and minor mechanical, carpentry, or electrical work, which are budgeted, in aggregate, at \$2,000. In addition, Sponsor has obtained estimates for the following additional maintenance services:

Elevator maintenance contract, annual testing & servicing	\$3,300
Fire alarm monitoring	\$1,176
Sprinkler monthly inspection contract	\$ 500

Individual unit owners will be responsible for the cost of interior repairs, and decorations, and painting of their respective apartments, including appliances. The Community Facility unit owner will pay the cost of repairs and maintenance for areas that are for the exclusive use of the Community Facility, such as the private entranceway for that unit. Such unit owner will not contribute to any areas to which the unit does not have access. The Common Charges payable by each Community Facility Unit Owner are sufficient to cover the expenses fairly attributable to such unit.

5. Services and Supplies: These include items expected to be consumed in the normal course of building operation, including light bulbs, cleaning supplies, paints, and hardware items.

6. Insurance: Sponsor has received a letter, dated May 23, 2014, estimating the cost of coverage for the building via a package policy through Eastern Brokerage Inc., 70 Bowery, Suite 501, New York, New York 10013 in the following coverage amounts:

Building.....	\$4,000,000 All Risk, Replacement Cost
Liability.....	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Fire Damage Legal Liability.....	\$50,000 Per Occurrence
Deductible.....	Included

The foregoing insurance, including the public liability coverage included therein will be in effect at the time of closing. Such insurance coverage meets the requirements of the Sponsor's mortgage lender. The insurance company has advised the Sponsor via letter

that in its opinion, the amount of coverage is adequate to rebuild the building structure if totally destroyed by any insured peril; however, the policy does not guaranty the replacement of individual fixture and improvements installed by individual unit owners. This policy waives a standard co-insurance clause, so that no insured thereunder shall be a co-insurer. The policy will provide that:

- (i) each unit owner will be an additional insured;
- (ii) there will be no cancellation without notice to the Board of Managers and individual unit owners;
- (iii) will waive subrogation;
- (iv) will waive invalidity because of the acts of the insured and individual unit owners;
- (v) and, will waive pro rata reduction if individual unit owners obtain additional individual coverage.

The policy does not include coverages for directors' & officers' liability, boiler and machinery, workers' compensation, disability insurance, auto liability or excess liability flood, each of which can be provided at extra cost. Purchasers are advised of the desirability of obtaining additional insurance, at their own cost and expense, to cover such risk as fire and casualty losses to unit contents, replacements, additions, up-graded fixtures and improvements, and liability coverage for occurrences within the unit or, where applicable, on the limited common elements pertinent to the units.

The Community Facility Unit owner will be responsible for reimbursing the condominium for his/her proportionate share of any insurance cost over and above that which the condominium would incur if all units in the building were Residential Units. This additional cost is to be determined by the insurance carrier or agent of same that provides coverage for the building and presented to an owner or prospective owner of a Community Facility Unit upon request; the Community Facility Unit owner or prospective owner is responsible for providing said insurer with any information needed to make this determination.

7. Legal and Accounting Fees: This figure is based on the estimate, dated June 6, 2014, received from Edwin Hom, Hom CPA, P.C., 812 54th Street, Brooklyn, New York 11220, a certified public accountant, for preparation of a certified financial statement for the first year of operation and City, State and Federal tax returns, which estimate was

\$1,100.00. No contingency has been budgeted for the performance of legal services. If the condominium decides to hire an attorney, additional costs will be incurred.

8. Labor: The budgeted figure anticipates one part-time non-union superintendent/porter performing ordinary cleaning and maintenance and working approximately 20 hours per month at an hourly rate of \$15.00. The Sponsor will ensure that during the control period the level of staffing complies with the standards of the New York City Administrative Code.

The budgeted figure also includes FICA, New York State Unemployment Insurance, Federal Unemployment Insurance, Workers Compensation and Disability Insurance, and also meets state minimum wage laws. Superintendent services are available on a 24-hour a day basis for an additional charge. The budgeted figure does not anticipate use of union personnel, which would result in a higher annual cost, and would require a concomitant increase in common charges. The anticipated level of staffing complies with all applicable housing and labor statutes. The porter/superintendent will be able to provide regular maintenance services such as replacement of light bulbs, trash removal, common area cleaning, snow removal, etc. Plumbing, heating, electrical, mechanical or carpentry work will require the engagement of personnel for those purposes.

9. Management: The Sponsor will serve as managing agent for the first year of condominium operation for the annual cost of \$6,000.00 per year (\$500.00 per month) as specified in SCHEDULE B. The Board of Managers thereafter may elect to employ the services of a managing agent of the Board's own choosing, which will affect the operating budget and therefore affect the common charges accordingly by an anticipated increase of approximately 6% to 10%.

Activities typically performed by the managing agent include maintenance of checking and savings accounts for the condominium, collection of monthly common charges, payment of all condominium common charges, processing of all individual unit sales, supervision and payment of building employees, building maintenance; review and resolution of any problems arising in the day-to-day operation of the building, compliance with all government laws and regulations affecting building operation, ownership, and maintenance, filing of annual tax returns, enforcement of condominium-adopted rules and regulations, seizure and sale of delinquent units, and response to individual unit owner complaints, questions or issues. In addition to the foregoing, any additional issues or problems arising out of the operation, maintenance,

ownership, or occupancy of the building will need to be dealt with by the Board of Managers.

10. The miscellaneous budgeted item is intended to provide a cushion for unforeseen or unbudgeted costs and an opportunity for the condominium to accrue a reserve for future expense. As an example of an unbudgeted cost, the Condominium *may* be required to pay the minimum New York State and City corporation taxes for the first year of operation if, as expected, the Condominium will not qualify as an exempt homeowner's association under Section 528 of the Internal Revenue Code, and thus will be ineligible for exemption benefits under Section 528. Current corporation tax minimums are anticipated to be \$25.00 for New York City and \$50.00 for New York State. The Condominium *may* also be subject to Federal corporate income tax on excess Common Charges or investment income over the expenses of operating the Condominium, if any. While it is not presently anticipated that the Condominium will have any income in excess of its expenses as per SCHEDULE B included in this Offering Plan, it may be necessary to increase Common Charges or separately assess all Unit Owners should the Miscellaneous Reserve be insufficient to pay for taxes on said excess income.

11. The projected item represents a reserve for repair or replacement of major mechanical systems or structural elements of the building. In the event a need arises for capital expenditures such as renewal or replacement of building components or systems, or to remedy major building defects, and the reserve fund is inadequate to pay for those expenditures, it will be necessary to raise needed capital either by assessing individual units or owners for the cost of such expenditures. However, in the Sponsor's estimation, and in view of the fact that all major building systems and components are new, it is anticipated that there will be no needed capital expenditures within the five (5) years immediately following the first closing of a condominium unit under the Offering Plan. The capital reserve fund may not be used for regular operating expenses or to reduce the monthly common charges.

SCHEDULE B1
April 1, 2021 – March 31, 2022

Hot water is provided to each individual unit by separate gas-fired hot water heaters serving each such unit. Each unit also has its own gas service for cooking. Heat is provided to each unit electrically. The attached Exhibit A includes annual estimates obtained on November 14, 2019, from Andrew Katz, P.E., 3452 Bedford Avenue, Brooklyn, New York, for the cost of providing gas for hot water and cooking and electricity for heat for each residential unit.

The estimate assumes the following:

- (a) Natural gas rate of \$29.32 for first 50 therms; \$2.40 per therm for next 280 therms; \$1.81 per therm for over 300 therms;
- (b) Electricity rate in winter of \$0.335/KWH for first 250 KWH; \$0.305/KWH for over 250 KWH;
- (c) Electricity rate in summer of \$0.375/KWH for first 250 KWH; \$0.355/KWH for over 250 KWH;
- (d) Internal temperature of 70 degrees Fahrenheit when the outside temperature is 0 degrees Fahrenheit with 15 mph wind.

Taxes are based on current New York City and New York State sales taxes applicable to the sale of natural gas use for home heating purposes and to electricity.

A 10% inflation factor has been included with regard to gas and electricity costs.

SCHEDULE B1 - EXHIBIT A
7504 Bay Parkway, Brooklyn, New York

<u>Unit</u>	<u>Annual Electricity Estimate</u>	<u>Annual Gas Estimate</u>	<u>Taxes</u>	<u>Inflation</u>	<u>Annual Total</u>
Residential Units					
2A	\$2,350.00	\$2,050.00	\$380.60	\$440.00	\$5,220.60
2B	\$2,650.00	\$2,350.00	\$432.50	\$500.00	\$5,932.50
3A	\$2,350.00	\$2,050.00	\$380.60	\$440.00	\$5,220.60
3B	\$2,650.00	\$2,350.00	\$432.50	\$500.00	\$5,932.50
4A	\$2,350.00	\$2,050.00	\$380.60	\$440.00	\$5,220.60
4B	\$2,650.00	\$2,350.00	\$432.50	\$500.00	\$5,932.50
5A	\$2,350.00	\$2,050.00	\$380.60	\$440.00	\$5,220.60
5B	\$2,650.00	\$2,350.00	\$432.50	\$500.00	\$5,932.50
6A	\$2,350.00	\$2,050.00	\$380.60	\$440.00	\$5,220.60
6B	\$2,650.00	\$2,350.00	\$432.50	\$500.00	\$5,932.50

CHANGES IN PRICES OF UNITS

Across-the-board increases or decreases in unit prices, advertised price changes, and increases in individual unit prices may be made only by an amendment duly filed with the New York State Department of Law. However, prices are negotiable, and Sponsor may enter into an agreement with a purchaser to sell one or more units at prices lower than those set forth in SCHEDULE A without filing an amendment prior to entering such agreement, as per FOOTNOTES TO SCHEDULE A. Sponsor must file an amendment to the Plan if Sponsor intends to decrease prices affecting one or more lines of units or models of units, of if Sponsor plans to advertise the prices of units, or if Sponsor increases the price of any unit prior to sale to a purchaser.

No change will be made in the size or number of units, and/or their respective percentage of common interest, and no material change will be made in the size or quality of common elements except by amendment to the Plan and, when applicable, to the Declaration. A decrease in area of less than 5% or less *could* be deemed material and could thus trigger a right to consent. However, there is a rebuttable presumption that an area that is diminished by 5% or less is not material. If a Purchase Agreement has been executed and delivered to the Sponsor for that unit then no material change will be made in unit size, layout, or percentage of common interest unless the affected purchaser consents. No material change will be made in the size, and no material adverse change will be made in the quality, of common elements unless all purchasers consent. No change of any type set forth in this paragraph shall be made except by amendment duly filed with the New York State Department of Law.



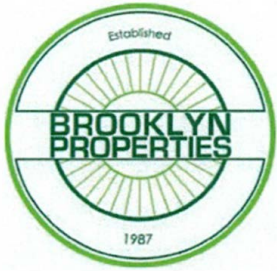
March 12, 2020

COMPLIANCE WITH REAL PROPERTY LAW 339(i)(1)

**The Ridge Park LLC
815A 51st Street, Brooklyn, NY 11220**

Dear Sir or Madam:

You have requested an opinion from us with regards to your allocation of common interest to units in your proposed condominium at 7504 Bay Parkway, Brooklyn, New York, with Section 339-(i)(1) of the New York Real Property Law. You have informed us that the method of allocation chosen is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit. Based on our review of the foregoing factors, we have concluded that the proposed allocation of common interest to individual units is in compliance with Section 339(i)(1)(iv) of the New York State Real Property Law.



I have been a licensed real estate broker for in excess of twenty years and have managed approximately eleven total buildings in this area over ten years with extensive experience in the sale, management, and rental of cooperative and condominium units in Kings County. We have previously participated in the preparation of individual unit value appraisals for the purpose of inclusion in offering plans for the sales thereof. We are not, in any way, associated with you or any other participant in the project, and have no beneficial interest in your business, or in profitability of the project. This is an opinion only as to the relative value of each unit in relation to the value of the project as a whole; is strictly based on the information provided to us in such reasonable inquiries as to the validity thereof as we deemed appropriate under the circumstances; and, is not intended as a guarantee of the actual value of any individual unit. We consent to the inclusion of this letter in your Offering Plan.

Sincerely,

Hal Lehrman
Licensed Real Estate Broker

COMMUNITY FACILITY UNIT

There is one Community Facility Unit located in the building. There are no restrictions on the use of the Community Facility Units other than that such use must conform to applicable zoning regulations or any variance granted thereof, and the Certificate of Occupancy for the premises or any amendment thereto. Use of the Community Facility Unit is limited to Community Facility Unit use that is not commonly considered offensive, such as outpatient medical treatment centers or day care facilities. Uses that are commonly considered offensive, such as massage parlors, drug treatment facilities, or homeless shelters, are not permitted. A unit owner of a Community Facility Unit shall have the right to seek such amendment to the Certificate of Occupancy or variance in the zoning regulations without permission of the Board of Managers but at such unit owner's sole cost and expense.

The Community Facility Unit in this condominium will occupy the first floor and cellar floor of the building. The Community Facility Unit is being developed for use as a religious house of worship. It will be comprised of a religious assembly space with separate entry vestibule on the first floor, with classrooms and an administrative office on the cellar floor. These cellar spaces may not be used as a bedroom, living room, or dining room, or for any other use construed as "habitable space" as defined by the New York City Building Code, nor may this space be rented out. Doing so may result in a violation being issued against the Building and a fine imposed, which will be the responsibility of the Unit Owner to correct and remove. The existence of violations on the building may result in fines and prevent the Residential Unit Owners, though not responsible for the violations, being unable to sell or refinance their Units. The Community Facility Unit will have a separate entrance from the Residential Units on Bay Parkway at the first floor of the premises.

The common charges payable by a Community Facility Unit owner are sufficient to cover the expenses attributable to said unit. Heat, hot water, and utility services are all separately metered and will, therefore, not consume any portion of the condominium budget. Utility usage is highly variable and is dependent both on the number of people and their pattern of usage. Water usage for the Condominium may be higher due to the Community Facility's usage. The Community Facility will be responsible to pay any of the water cost attributed to its usage, even if that cost exceeds its share of Common Charges. Similarly, in the event that the Community Facility water usage is lower than its proportionate share of the common charges then the Community Facility unit owner will be entitled to a credit against common charges for amounts in excess of its proportionate share of the water bill for the Residential Units. The Community Facility

Unit owners are responsible for all internal repairs and maintenance; therefore, heavier wear and tear attributable to use as community facilities should not impact on the budget for the condominium. The Community Facility unit owner will pay the cost of repairs and maintenance for areas that are for the exclusive use of the Community Facility, such as the private entranceway for that unit. Such unit owner will not contribute to any areas to which the unit does not have access.

The owner of a Community Facility Unit will be required to maintain heat supply to his premises on a 24 hour a day basis, so as to not create an undue heating burden on Residential Units within the building. In the event the Community Facility Unit owner fails to maintain his heat supply on such a basis, the Condominium Board shall have the power to compel compliance with this requirement.

A Community Facility Unit owner has rights and obligations that differ substantially from those of residential units. Use of the premises as community facilities may increase the cost of insuring the building. A Community Facility Unit owner will be responsible for reimbursing the condominium for his/her proportionate share of any insurance cost over and above that which the condominium would incur if all units in the building were residential units. This additional cost is to be determined by the insurance carrier or agent of same that provides coverage for the building and presented to an owner or prospective owner of a Community Facility Unit it upon request; the community facility unit owner or prospective owner is responsible for providing said insurer with any information needed to make this determination. A Community Facility Unit owner may subdivide and sublet any or all of the Community Facility Units. A Community Facility Unit may be divided into any number of smaller condominium units, or combined into any number of larger units, provided that the net common interest of such newly created units shall not exceed the original common interest allocated to the Community Facility Unit or Units involved. It is not anticipated that such differences in rights and obligations will have a materially adverse impact upon the condominium. Owners, tenants, occupants, and invitees of the Community Facility Unit shall have the right to use the elevator located on the premises. The Board of Managers shall not be permitted to impose a rental fee upon the owner of the Community Facility Unit.

INTERIM LEASE

The Sponsor may, at Sponsor's option, extend an interim lease to any purchaser who has executed a contract of sale for a unit at the subject premises and is not in default thereon. It shall be in the Sponsor's sole and exclusive discretion as to whether or not to offer an interim lease. The Sponsor may, for any or for no reason, refuse to offer an interim lease to any purchaser. The Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status, or any other grounds prohibited by law. Interim leases or short term leases shall not be offered to any party who has not executed a Purchase Agreement for a unit. The interim lease shall not create a landlord-tenant relationship but shall be deemed the use and occupancy agreement and part of the contract. No rental protection laws are applicable to the interim leases.

The interim lease will provide that in the event the contract is cancelled or the Plan is abandoned the Interim Lessee will move out on 30 days written notice. The interim lease will further provide that an uncured default under the purchase agreement is a default under the interim lease, and that an uncured default under the interim lease is a default under the purchase agreement. Notwithstanding the foregoing, before the Sponsor can utilize a default under the interim 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 interim lessee, unless the interim lessee has vacated the unit. The Sponsor must make a written demand for payment after default at least 30 days before forfeiture of the deposit may be declared. Interim lessee has 30 days to vacate the unit after receipt of written notice of a default, after delivery to the Sponsor of written notice of exercise of right of rescission, or after delivery to the purchaser of written notice that the Plan has been abandoned.

A person who takes possession of a unit prior to closing assumes the risk of losses not covered by insurance. Such person is also subject to the condominium smoking policy. New York City Local Law 147 went into effect on August 28, 2018 and requires buildings with three or more residential units to adopt written smoking policies. For condominiums such as the subject premises, the Board of Managers must adopt such a policy; the policy for this condominium is as follows: Pursuant to Local Law 147, the subject premises' smoking policy is consistent with the Smoke Free Air Act ("SFAA"),

which is the current law governing smoking in class A multiple dwellings. This building prohibits smoking or using electronic cigarettes in common indoor areas of the building. Smoking and electronic cigarette usage is permitted in private apartments, outdoor common areas, and outdoor limited common elements.

Any conflict between the Plan and the Interim Lease will be resolved in favor of the Plan. A SAMPLE INTERIM LEASE is located in Part II of this Offering Plan.

If a Purchaser takes possession of a Unit prior to closing title, such as through an Interim Lease or by any other means, he or she will assume the risk of loss to the unit and its contents and the obligation to repair damage not covered by insurance already in place; therefore it is advisable that Purchasers obtain casualty insurance at such time.

PROCEDURE TO PURCHASE

Persons desiring to purchase condominium units will be required to execute a Purchase Agreement in the form contained in Part II of this Plan and return it to the selling agent, together with a check in the amount of 10% of the purchase price as a down-payment, drawn to the order of ALLISON G. FUNG, ESQ., AS ESCROW AGENT. The Sponsor is not obligated to negotiate with the Purchaser. Sponsor reserves the right to accept a lesser downpayment to accommodate Purchasers, but in no case will the downpayment be less than 5% of the purchase price of the unit.

The prospective purchaser must have the Offering Plan and all filed amendments in his/her possession at least three (3) business days prior to executing the Purchase Agreement. In the event Purchaser has not had said Offering Plan in his possession for at least three (3) business days prior to execution, Purchaser may rescind the Purchase Agreement by mailing Notice of Rescission to Sponsor or selling agent, or by hand delivering notice, within seven (7) days after executing same. Notice by mail will be effective if it is postmarked within seven (7) days of executing Purchase Agreement. Purchase Agreements shall not be binding on any party until accepted by the Sponsor. Within twenty (20) days after the prospective purchaser has delivered to the selling agent a signed Purchase Agreement together with the required downpayment, the Sponsor must either accept the Purchase Agreement and return a fully executed counterpart, or reject the Purchase Agreement and refund in full any downpayment taken. If the Sponsor takes no action, the Purchase Agreement will be deemed rejected. This Offering Plan will expire twelve (12) months from the date on which it is accepted by the New York State Department of Law, unless extended by a duly filed amendment hereto.

All down payments will be placed in an account in conformity with the disclosures contained in this Plan.

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 purchase. Purchasers shall not be obligated to pay any legal or other expenses of the Sponsor in connection with the establishment, maintenance, or defense of obligations arising from the handling or disposition of trust funds.

The law firm of ALLISON G. FUNG, Esq., with an address at 136-20 38th Avenue, Suite 11D, Flushing, New York 11354, telephone number (718) 321-7000, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Allison G. Fung. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Agent has established the Escrow Account at JPMorgan Chase Bank, located at 39-01 Main Street, Flushing, New York 11354, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled ALLISON G. FUNG, ESQ. MASTER ESCROW ACCOUNT ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured. If Purchasers have accounts at the same bank that holds Sponsor's escrowed funds, Purchasers' funds at the escrow bank factor into the \$250,000 insurance limit. Sponsor does not pay any compensation to the aforementioned bank which is maintaining the Escrow Account.

All Deposits made 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 ALLISON G. FUNG, ESQ., AS ESCROW AGENT.

All Deposits made by Purchaser prior to closing will be placed, within five (5) business days after the Agreement is signed by all necessary parties, in a segregated special Escrow Account. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance with the Escrow Agreement.

Unless the Escrow Account is of an IOLA type, Purchaser shall be entitled to any interest earned on the sums deposited unless otherwise agreed to by the parties hereto. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the

Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement is attached hereto in Part II of the Offering Plan. The relevant escrow trust fund provisions are included in Section 5 of the Purchase Agreement, which incorporates all of the provision of the Escrow Agreement set forth in Part II of this Offering Plan. The Purchase Agreement must be executed by the Purchaser, Seller, and the Escrow Agent.

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) days of placing the Deposit in the escrow account, the Escrow Agent shall notify the Purchaser that such funds have been placed in the Bank by providing written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the name and address of the bank where the account is located.

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, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL section 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the Plan does not relieve Sponsor of its obligations pursuant to GBL section 352-h. All Deposits to the escrow account, 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 section 352-h, nor shall such funds become a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL sections 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 and 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 judgment or order of a court of competent jurisdiction.

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

The Sponsor will not object to the release of the escrowed funds 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. The Escrow Agent will maintain all records concerning the escrow account for seven years after the release of 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. Set forth in Part II of this Offering Plan is a copy of the Escrow Agreement between the Sponsor and the Escrowee that incorporates the terms of the Attorney General's regulations.

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

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

The Sponsor may apply to the Attorney General to use security in the form of surety bonds or a letter of credit, in accordance with the regulations of the New York State Department of Law, in lieu of escrow of such funds. Such alternate security must be approved by the Department of Law. In the event the Sponsor elects to use such alternative security, an amendment to that effect will be filed in the Offering Plan fully

complying with all provisions of the Department of Law for proof of satisfactory insurance of said funds.

Risk of loss from fire or other casualty remains with the Sponsor until title has passed unless and until the purchaser is given the right of possession of that unit pursuant to a written agreement with the Sponsor. The Sponsor will restore the damaged unit to conditions represented in the Offering Plan before a purchaser will be obligated to close the sale of the unit. The Sponsor will notify a purchaser whether or not it (the Sponsor) will repair any damage resulting from a casualty prior to the closing of a unit within 15 days of said casualty. If Sponsor decides to restore the unit, the Sponsor shall have 15 days in which to restore the unit or such longer time as is required to accommodate the delivery of materials that must be ordered to complete any such repairs, so long as such longer period of time is reasonable. If the Sponsor decides not to restore the unit, the purchaser in such case would have the right to rescind. An interim lessee assumes the risk of loss to his/her personal property that is not covered by the condominium's insurance, and, unless the casualty resulted from the act of the Sponsor or those acting under the Sponsor, the interim lessee would be obligated to close the sale of the unit despite such damage to the personal property. Purchasers and interim lessees are advised to confer with an insurance adviser regarding obtaining property and liability insurance.

Purchase Agreements will be contingent on Purchaser obtaining a firm written commitment for financing. Purchaser shall have 40 days from the date on which a signed and executed Purchase Agreement is delivered to such Purchaser within which to obtain such financing. If a Purchaser fails to obtain a firm written commitment for financing within such 40 day period, and fails to notify Sponsor's attorney within five days thereafter, **TIME BEING OF THE ESSENCE THERETO**, Purchaser shall conclusively be deemed to have waived the financing contingency and will be required to proceed to closing, or forfeit his/her down payment, whether or not a mortgage commitment is obtained. If Purchaser, after a good faith attempt to do so, fails to obtain a firm written commitment for financing, and notifies Sponsor within the prescribed time period, then Sponsor will return the down payment or deposit within 10 days after receipt of such notice. In the event Purchaser obtains a firm written commitment for financing, and the terms of such commitment are changed prior to closing, such change in terms shall not be an allowable reason for Purchaser to cancel the contract. Similarly, if the commitment expires prior to closing, Purchaser shall be under a good faith duty to take all required actions necessary to extend such commitment, including the payment of any extension fee required by the lending institution. However, in the event

Purchaser has made such good faith effort to extend the commitment and is unable to do so, then, provided that Purchaser notifies Sponsor within 10 days after receipt of a notice from a lending institution that it will not under any circumstances extend the commitment, and that Purchaser is exercising his right to rescind the contract, Sponsor will return the down payment within 10 days of Sponsor's receipt of Purchaser's notification of exercise of right to rescind.

Certain provisions of the Purchase Agreement are "**time of the essence.**" This means that failure strictly to comply with the time requirements of said provisions may result in the Purchaser losing his right to complete the purchase, and forfeiting his downpayment hereunder. Thus, a Purchaser who fails to cure a default within thirty (30) days after receipt of written notice of said default will both have the Contract canceled and lose his downpayment; however, Sponsor must make written demand for payment after default at least 30 days before forfeiture the deposit may be declared. In the event of a default by Purchaser: (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor at Closing interest on the unpaid balance of the purchase price from the originally established Closing Date to the actual Closing Date an amount equal to 10% per annum (or such lower rate per day which is the legal limit per annum, if 10% per annum exceeds the legal limit); and (iii) Purchaser shall pay Sponsor's counsel \$250.00 for each adjournment of a Closing; and (iv) Purchaser shall pay Sponsor's counsel \$250.00 for preparation of a notice of default. The rate of interest herein will not exceed New York State usury laws. Similarly, a Purchaser who fails to notify the Sponsor in the event he has failed to obtain mortgage financing within forty (40) days after executing the Purchase Agreement will be required to proceed to closing, notwithstanding the fact that Purchaser has failed to obtain mortgage financing, and if such Purchaser fails to proceed to closing, the down payment may be retained by the Sponsor.

After the Plan has been declared effective, the Sponsor will fix dates for closing title to all units for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the first closing and setting such purchaser's closing date. Such notice will be served in compliance with the Attorney General's rules no less than 30 days prior to the closing date set therein. Sponsor will permit Purchasers to waive this 30 day provision by delivering to Sponsor's attorney written notice that Purchaser wishes to close prior to the expiration of the 30 day notice period. While no such waiver is included herein, Sponsor reserves the right to include such waiver in a subsequent amendment.

On closing, Purchaser will be required to sign a Power of Attorney in favor of the Board of Managers as otherwise set forth in this Offering Plan. If Purchaser refuses at closing to sign such a Power of Attorney, the Purchase Agreement shall be deemed cancelled and all rights of the parties thereunder shall terminate except that the amount of the purchaser's down payment shall be paid over to the Sponsor as liquidated damages.

The Sponsor anticipates that the first closing of a unit will occur by April 1, 2021. 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 March 31, 2022, 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 on or before March 31, 2022, 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 THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.** In the event, however, that Sponsor cannot convey title to the unit on or before twelve (12) months from the date of the purchase agreement, affected Purchasers will be offered a right of rescission.

The Purchase Agreement may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or Article 23-A of the General Business Law. Any conflict between the Purchase Agreement and the Offering Plan shall be resolved in favor of the Offering Plan. Sponsor will not permit the assignment or transfer of Purchase Agreements.

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

EFFECTIVE DATE

The offer to sell embodied in this Offering Plan is contingent upon the Plan being declared effective in accord with its terms and conditions, and the terms and conditions imposed by law.

The Plan will only be declared effective by a duly filed amendment, or by personal service of notice to all Purchasers. If declared effective by notice, an amendment to that effect, specifying the date on which the Plan was declared effective, shall be filed within five (5) days thereafter with the New York State Department of Law. No closing on any individual unit will be held prior to the acceptance for filing of such amendment by the New York State Department of Law.

The Plan may be declared effective upon the execution of Purchase Agreements for 15% (in number, not common interest) of the units in the building to bona fide Purchasers, including investors; therefore, in the case of this Plan, the Sponsor needs only to sell two (2) total units, either Residential or Community Facility, in order to declare the Plan effective. The count of Purchase Agreements towards the minimum number for effectiveness shall not include those: signed by Purchasers granted a right of rescission which has neither expired nor been waived; a Purchaser who has not had at least three (3) business days to review the Offering Plan and all filed amendments prior to executing a purchase agreement or not less than 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 immediately; with any Purchaser who is the Sponsor, the selling agent, or the managing agent, or is a principal for the Sponsor, the selling agent, or the managing agent, or is related to the Sponsor, the selling agent, or the managing agent, or to any principal of the Sponsor, or the selling agent, or the managing agent by blood, marriage, or adoption, or as a business associate, employee, shareholder, or a limited partner; except that such a Purchaser, other than the Sponsor or a principal of the Sponsor, may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide. Units purchased by an investor or for the purpose of resale shall be counted towards the minimum number of units required to declare the Plan effective.

The Plan must be declared effective upon the execution of Purchase Agreements for 80% (in number, not common interest) of the units, which, in the case of this Plan means nine (9) units. Prior to the sale of 80% of such Units, or prior to being declared effective, the Plan may be abandoned by the Sponsor at its option. 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 on the date of the plan. If the Sponsor abandons the plan, the Sponsor will return all monies paid by Purchasers, including down payments and the cost of custom work, if any, together with interest earned, if any, within ten business days. The Sponsor will also file with the New York State Department of Law an amendment abandoning the Plan and form RS-3, detailing why the Plan was abandoned, and explaining all disbursements of funds. If payments under Purchase Agreements have been received, the amount of such funds and the manner and time when these funds will be returned to purchasers must be disclosed. The funds must be returned within five (5) days after the amendment abandoning the Plan has been accepted for filing.

Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, Sponsor must re-declare the Plan effective in order to consummate the Offering Plan. If all Purchase Agreements are rescinded or terminated prior to the date of the first closing, regardless of whether the condominium declaration has been recorded, Sponsor must re-declare the Offering Plan effective.

The Sponsor may not abandon the Plan after it has been declared effective for any reason other than: a defect in title which cannot be cured without litigation, or expenditure of an amount in excess of one-half (1/2) of one percent (1%) of the total offering price, or substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than one-half (1/2) of one percent (1%) of the total offering price, or the taking of any material portion of the property by condemnation or eminent domain; however, any stated dollar amount relied upon as a basis for abandonment after effectiveness must exclude any attorney's fees. Such title defects, violations, or substantial damage or destruction of the building by fire or other casualty, or determinations of any authority or regulatory association, which exist on the date of the presentation of the Plan, and are either known to the Sponsor, or are a matter of public record, shall be excluded from calculations under this section. Additionally, any dollar amount relied on as a basis for abandonment after effectiveness must exclude any attorney's fees. The Sponsor may also not abandon the plan on account of any judgments or liens against the property resulting from the 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 presentation of the Plan.

TERMS OF SALE

Upon closing, Sponsor will deliver to Purchaser a Bargain and Sale Deed with Covenants Against Grantor's Acts in the proper form for recording, as set forth in Part II of this Offering Plan. Title, together with the appurtenant interest in the Common Elements, will be conveyed at closing free and clear of all liens, encumbrances, and title exceptions other than the easement set forth in the aforementioned Deed, the Condominium Declaration, and any state of facts an accurate survey may show, provided same does not render title unmarketable.

Risk of loss from fire or other casualty remains with the Sponsor until title is passed, unless and until the Purchaser is given the right of possession of a unit pursuant to a written agreement with the Sponsor. Upon Purchaser acquiring the right of possession of the unit, all risk of loss to the unit and its contents, and the obligation to repair damage to the extent not covered by building insurance, passes to Purchaser, and Sponsor shall not thereafter be responsible for repairing any damage. No closing will occur unless and until a partial, temporary, or permanent Certificate of Occupancy for the unit to be closed has been issued.

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

A closing will take place only concurrently with the issuance of a temporary or permanent Certificate of Occupancy for the entire project, or issuance of a partial, temporary, or permanent Certificate of Occupancy for the unit closed or the building in which the unit is located.

The Declaration, By-Laws, and Floor Plans for the Condominium, and such other documents as are required by law, will be recorded with the Office of the City Register of the City of New York in accordance with the New York Condominium Act prior to the first conveyance of title to a unit.

Sponsor has obtained mortgage financing from Cathay Bank, having an office at 40-14 Main Street, Flushing, New York 11354 (the "Mortgage Lender"). The Mortgage Lender has agreed to subordinate its liens to the Declaration. At least fifteen percent (15%) which equates to two (2) of the Units, must be under Contract to bona fide Purchasers counting toward effectiveness before the Mortgage Lender will subordinate its lien. In addition, the Unit and each subsequent Unit being conveyed and its appurtenant Common Interest will

be released therefrom by partial release upon payment of the relevant payment as provided in the loan documents. There is a minimum release price set by the Mortgage Lender for the Mortgage Lender to release its lien from the Unit being sold. The Mortgage Lender has set no limits or requirements for Sponsor to sell rather than rent Units.

CLOSING COSTS AND ADJUSTMENTS

As set forth in the Purchase Agreement, the purchaser will pay the following estimated closing costs at the time of Closing of Title for the purchaser's Unit. These estimates are based on current costs and charges, which are subject to change:

(a) If a purchaser elects to obtain fee title insurance, the purchaser will pay the premium thereof which will vary depending upon the Purchase Price of the Unit. Purchasers are free to utilize the title insurance company of their choice without incurring any Sponsor-imposed additional fees. Rates set by the New York Board of Title Underwriters currently used are \$1,502.00 on a Purchase Price of \$500,000.00 and approximately \$2.37 for each additional thousand dollars or fraction thereof. Mortgage title insurance is currently \$445.00 on a mortgage of \$500,001.00 and \$0.70 for each additional thousand dollars or fraction thereof. Where mortgage and fee title are obtained simultaneously the charge for mortgage insurance is reduced to 30% of the usual applicable rate, up to the amount of the fee insurance; the amounts provided reflect this.

(b) Fees for recording the Deed and Power of Attorney are \$42.00 for the first two pages, plus \$5.00 per page for every page thereafter, and a \$50.00 service charge per instrument. Additionally, there is a \$25.00 charge for recording the Real Property Transfer Tax Return along with the deed. General fees for recording the mortgage include a base charge of \$42.00, plus \$5.00 per page, and therefore may vary in accordance with the instrument to be recorded. A general sample estimate is provided for illustrative purposes.

(c) If the purchaser obtains a mortgage loan, the purchaser will pay a mortgage tax of 2.05% of the principal amount of the mortgage if the mortgage is under \$500,000.00; under New York State Law the lending institution is required to pay 0.25%, so the effective rate of a residential mortgage under \$500,000.00 will be 1.8%. If the residential mortgage is \$500,000.00 or over the rate will be 2.175%, minus the 0.25% lending institution's contribution, for a mortgage tax rate of 1.925%. If a mortgage tax credit is or becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure to the benefit of the Sponsor. Accordingly, at closing, the Purchaser will reimburse the Sponsor for any mortgage tax credit allowed, and will pay the balance of the mortgage recording tax as provided by law.

(d) All legal costs, fees, and expenses charged by the purchaser's attorney will be the sole responsibility of each purchaser.

(e) New York City Real Property Transfer taxes, currently one (1%) percent of the Purchase Price of up to \$499,999, and 1.425% for those priced \$500,000 or above, will be the sole responsibility of the purchaser. Sellers in general are obligated to pay the New York City Real Property transfer tax; however, the Purchaser will be obligated here to pay the New York City Real Property transfer tax, and therefore such payment by the Purchaser is deemed an additional consideration to the Seller, and so is in and of itself taxable, which will result in a "tax on a tax" effect.

(f) New York State Documentary Stamp taxes, presently \$4.00 per \$1,000.00 of the Purchase Price of a Unit less existing and continuing mortgage, will be the sole responsibility of the purchaser. Sellers in general are obligated to pay the New York State Documentary Stamp tax; however, the Purchaser here will be obligated to pay the New York City Documentary Stamp tax, and therefore such payment by the Purchaser is deemed additional consideration to the Seller, and so is in and of itself taxable, which will result in a "tax on a tax" effect.

(g) At closing, each purchaser will be required to make a contribution to the Working Capital Fund in an amount equal to two months' common charges for the Unit purchased.

(h) All costs with regard to any mortgage that the purchaser places on his/her Unit (i.e., loan origination fees, commitment fees, application fees, appraisal fees, credit reports, survey fees, bank attorney fees, tax service fees, bank document preparation fees, etc.) will be the purchaser's own and sole responsibility.

(i) All closings will occur in Kings County at a location designated by the Sponsor's Attorney. Under no circumstances will Sponsor or its Attorney be required to close at any place other than a location designated by Sponsor's Attorney. If the closing takes place anywhere other than at the office of Sponsor's counsel, an additional fee of \$500 will be charged for attending the closing if the closing is in Brooklyn or \$1,000 if the closing is outside Brooklyn. In the event that the Sponsor's attorney is asked to complete a questionnaire for Purchaser's lender then Purchaser shall pay Sponsor's attorney a fee of \$250 for doing so. Sponsor's

attorney will charge a title clearance fee of \$350 and an ACRIS preparation fee of \$150.

(j) Purchasers of an apartment with a purchase price of \$1,000,000.00 or higher will be required to pay the New York State Mansion Tax. Effective July 1, 2019, conveyances of residential real property with a consideration of two million (\$2,000,000.00) dollars or more will be subject to a supplemental Mansion Tax. Below is a table showing the break-down of the supplemental Mansion Tax charges for residential real property with considerations up to \$9,999,999.99:

Consideration	New York Mansion Tax (including supplemental Mansion Tax)
\$1,000,000.00 or less	Not subject to tax
\$1,000,000.00 to 1,999,999.99	1%
\$2,000,000.00 to 2,999,999.99	1.25%
\$3,000,000.00 to 4,999,999.99	1.5%
\$5,000,000.00 to 9,999,999.99	2.25%

(k) On March 31, 2019, New York State announced additions to the base real estate transfer tax ("transfer tax") and established a new supplemental tax ("supplemental tax") on certain conveyances of real property within New York State occurring after July 1, 2019. These amended tax rates apply only to conveyances of real property in cities with a population of 1 million or more (which includes only New York City as of this date). The additional transfer tax applies only to conveyances of residential real property when the consideration for the conveyance is \$3 million or more, and conveyances of any other property when the consideration for the conveyance is \$2 million or more. For conveyances of residential real property where the consideration for the entire conveyance is \$3 million or more, the new base tax rate is \$1.25 for each \$500 or fractional part thereof. The new supplemental tax applies only to conveyances of residential real property when the consideration for the conveyance is \$2 million or more. For conveyances of residential real property where the entire conveyance amount is at least \$2 million but less than \$3 million, the new supplemental tax is one-quarter of one percent (0.25%). For conveyances of residential real property where the entire conveyance amount is at least \$3 million but less than \$5 million, the new supplemental tax is one-half of one percent (0.5%). Purchasers shall be responsible for paying the base transfer tax and supplemental tax. The purchaser's payment of the base transfer tax will itself be deemed additional consideration, resulting in a

“tax on a tax” effect. Purchasers are advised to consult with their own counsel concerning transfer taxes and other closing costs.

ALL COSTS FOR RECORDING CHARGES, MORTGAGE, TRANSFER, AND OTHER TAXES ARE SUBJECT TO CHANGE. THESE CHARGES ARE NOT SET BY THE SPONSOR, AND SPONSOR SHALL NOT BE LIABLE ON ACCOUNT OF ANY INCREASE IN SUCH CHARGES.

Purchasers shall pay to the Sponsor’s Attorney at closing a fee of \$1,000.00 for the preparation of closing documents. In the event that the Sponsor’s attorney is asked to complete a questionnaire for Purchaser’s lender then Purchaser shall pay Sponsor’s attorney a fee of \$250 for doing so. In the event that the closing date set by Sponsor shall be adjourned at the Purchaser’s request (or at the request of Purchaser’s attorney, lender or representative): (i) all adjustments shall be made as of the original closing date and (ii) Purchaser shall pay interest on the unpaid balance of the total Purchase Price to Sponsor from the originally scheduled closing date until the actual date of closing at the rate of 10% per annum. Notwithstanding the foregoing, the amount of interest charges will not exceed New York State usury laws or any other applicable laws. The above closing fees are cumulative to the extent applicable to an individual closing. In the event of a default by Purchaser: (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor at Closing interest on the unpaid balance of the purchase price from the originally established Closing Date to the actual Closing Date an amount equal to 10% per annum (or such lower rate per day which is the legal limit per annum, if 10% per annum exceeds the legal limit); and (iii) Purchaser shall pay Sponsor’s counsel \$250.00 for each adjournment of a Closing; and (iv) Purchaser shall pay Sponsor’s counsel \$250.00 for preparation of a notice of default. The rate of interest herein will not exceed New York State usury laws.

If the Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Unit, the Sponsor will place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes (or estimates thereof based on current assessments) due for the next ensuing six months (or until the Units are separately assessed, whichever is shorter), provided, however, that as closings occur, the portion of such funds held in escrow that represent the portion allocable to the Unit being sold shall be released, and interest accrued on such escrow, if any, shall inure to the benefit of, and belong to, the Sponsor. The Board of Managers will pay the

real estate taxes from the escrow account when taxes are due and payable. The Sponsor shall be entitled to reimbursement from unit owners for any taxes paid on their behalf.

At closing, each purchaser will pay to the Sponsor a reimbursement fee of \$2,500.00 towards the costs of preparing and filing the Offering Plan.

Except as specifically set forth herein, the Sponsor will pay all costs and expenses incurred in connection with this Plan, the creation of the Condominium, and the initial sale of Units.

A numerical example of closing costs allocable to a typical Unit is set forth on the next page. Said example is for illustrative purposes only and is not intended to be comprehensive.

SAMPLE CLOSING COSTS

\$690,000.00 Purchase Price

\$552,000.00 Mortgage

Mortgage and Fee Title Insurance	\$ 2,531.00
Deed and Unit Power of Attorney Recording	\$ 250.00
Mortgage Recording Fee	\$ 350.00
Mortgage Recording Tax	\$ 10,626.00
New York City Transfer Tax	\$ 10,012.00
New York State Documentary Stamp Tax	\$ 2,812.00
Working Capital Fund Contribution	\$ 705.00
Document Preparation Fee	\$ 1,000.00
Title Clearance Fee	\$ 350.00
ACRIS Preparation Fee	\$ 150.00
Reimbursement Fee	<u>\$ 2,500.00</u>
TOTAL:	\$ 31,286.00

In addition to the foregoing, the purchaser will, of course, be responsible for any fees charged by his/her own bank and his/her own Attorney, and any additional fees incurred because of Default or failure to close at the scheduled time or place. Purchaser will also be responsible for the mortgage recording charge which is calculated on the basis of \$42.00 for the first two pages, plus \$5.00 per page for every page thereafter, and a \$50.00 service charge.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

The Sponsor will complete the work set forth in this Plan relating to the building and the apartments contained therein in conformity with and in accordance with the Building Plans and Specifications, and all applicable New York City Administrative Code requirements, and subject to procurement of all applicable and proper permits required, if any. Insofar as this is a newly constructed building, there are currently no housing, building, or fire department violations; however, in the event any housing, building, or fire department violations arise prior to closing, all such violations, if any, will be cured prior to closing. The Sponsor may substitute equipment and materials as long as substitutions are for "Equal or better quality," which shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity and/or classifications, as applicable. The Sponsor may make changes in design, layout, size and arrangement of apartments, location of buildings or units, other improvements, or common elements, so long as such changes do not adversely affect the public areas, or 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 fully executed and is in effect, unless all affected purchasers consent in writing to such change, and all affected purchasers are given the opportunity to rescind their contracts and receive a refund of the deposit or down payment given to the Sponsor. All representations under the Offering Plan, and all obligations pursuant to the GBL, and any additional obligations under the Offering Plan that are to be performed subsequent to the closing date, will survive delivery of the Deed.

The Sponsor shall obtain a Temporary or Permanent Certificate of Occupancy prior to the closing of the first unit. If Temporary, the Sponsor shall continue to renew the Temporary Certificate of Occupancy until it procures the Permanent Certificate of Occupancy. If the first unit closing takes place prior to issuance of the Permanent Certificate of Occupancy, the Sponsor is required to 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 qualified expert certifies that a lesser amount will reasonably be necessary to complete the work needed to obtain a Permanent Certificate of Occupancy, in which case the sum exceeding the amount so certified by the Sponsor's engineer, architect, or other qualified expert may be released from the special escrow account. Alternatively, the Sponsor must deposit with an escrow agent an unconditional, irrevocable letter of credit, post a surety

bond in the amount so certified, or provide other collateral acceptable to the Department of Law.

While the Sponsor will endeavor in good faith to sell all units, the Sponsor is retaining the unconditional right to rent rather than sell units after consummation of the Offering Plan. Thus, Sponsor may never sell more than the 15% of units required to declare the plan effective. As a result of this, the 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. The condominium Board does not have the right to approve or disapprove Purchasers, so there is no limit on the number of owners who may purchase for investment rather than personal occupancy. There may always be a substantial percentage of owners who are non-residents. Owner-occupants and non-resident owners, including Sponsor or purchasers for investment, may have inherent conflict on how the condominium should be managed because of their different reasons for purchasing (i.e., purchase as home as opposed to purchase as investment).

The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statute applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime. As the Building contains six (6) floors, this statute is not applicable. Sponsor has the obligation nevertheless, to construct the Building in accordance with applicable Law, NYC Building Code requirements, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. 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. The Sponsor gives no warranty as to workmanship or materials that shall survive sale of a unit other than those required by law. Additionally, Sponsor gives no warranty on workmanship or materials with regards to any common element or limited common element other than those required by law. Each prospective purchaser may have the building and apartments therein inspected by an architect or engineer of their own choosing, and at their own expense, to determine the quality of materials and workmanship. Regardless of any limitations in the Offering Plan, the Sponsor is obligated to construct the premises in accordance with all applicable codes and filed plans and specifications. Each prospective purchaser may have the building and apartments therein inspected by an architect or engineer of their own choosing, and at their own expense, to determine the quality of materials and workmanship.

Unless the Plan has been abandoned pursuant to the EFFECTIVE DATE section of this Offering Plan, Sponsor will repair any damage from casualty or other cause that occurs prior to the closing of a unit. A Purchaser is under the obligation to inspect the unit prior to closing. Sponsor will have no liability of any kind for any damage to a unit not reported prior to closing, except that Sponsor will continue to be liable for disclosures made in the Offering Plan, and has an ongoing obligation to build in accordance with the plans and specifications identified in the Offering Plan, and to perform any obligation imposed by applicable statute or regulation. There is no financial limitation on Sponsor's liability to perform its obligations under the Offering Plan. With regard to damage to a unit which is reported prior to closing, Sponsor will, as set forth above, repair all such damage within fifteen (15) days after closing (or such longer time as is required to accommodate the delivery of materials which must be ordered to complete any such repairs; such longer time must be within a reasonable period of time). In the event Sponsor fails to perform such obligation, Purchaser may enforce same in a court of competent jurisdiction.

The Sponsor will pay for the authorized and proper work involved in the conversion of the property that the Sponsor is obligated to complete under the Plan. All mechanics' liens that are lodged against the property by virtue of work done by the Sponsor, or on the Sponsor's behalf, will be promptly discharged or appropriately bonded. Sponsor guarantees payment of all common charges and assessments with respect to unsold units. Such guarantees will remain in effect until all units are sold. Sponsor warrants and represents that it has adequate financial resources to meet its obligations with respect to any unsold unit.

The Sponsor agrees to pay all common charges, special assessments, and real estate taxes with regards to unsold units, and has financial resources to meet its obligations with respect to such unsold units, which source of funding includes both proceeds of the sale of units and existing financial resources of the Sponsor. No bond or other security has been furnished to secure Sponsor's obligations. In the event of dissolution or liquidation of the Sponsor, or transfer of 10 or more units or 20% or more of the total number of residential units in the condominium, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those units under the Offering Plan, applicable laws, or regulations.

The Sponsor will defend any suits or proceedings against the condominium arising out of the Sponsor's acts or omissions, and the Sponsor does hereby indemnify the condominium, the Board of Managers, and individual unit owners therefore. Nothing contained herein shall limit the rights of the condominium that are granted pursuant to law and statute.

Sponsor has obtained mortgage financing from Cathay Bank, having an office at 40-14 Main Street, Flushing, New York 11354 (the "Mortgage Lender"). Sponsor will pay, satisfy and otherwise comply with the terms of the mortgage loan documents. Before the first Unit closing, the Mortgage Lender has agreed to subordinate its liens to the Declaration, will consent to the formation of the Condominium and acknowledge that its mortgage liens will be limited to Unsold Units. In addition, the Unit and each subsequent Unit being conveyed and its appurtenant Common Interest will be released therefrom by partial release upon payment of the relevant payment as provided in the construction loan documents. There is a minimum release price set by the Construction Lender for the Mortgage Lender to release its lien from the Unit being sold. The Mortgage Lender has set no limits or requirements for Sponsor to sell rather than rent Units.

In the event the work on the building as set forth herein is not fully completed at the time the building becomes occupied, the Sponsor will have the right to enter the premises to complete its obligations under this Plan. Such entry shall be conducted with 24 hours' advance notice as to scheduling, and in such a manner so as to produce a minimum of discomfort to those purchasers already in possession.

In the event the Sponsor finds it necessary to enter the property after closing of title to complete work, then such work will be performed between 8 A.M. and 6 P.M. on weekdays and non-holiday weekends. Damage caused by such work will be repaired in a good and workmanlike manner at Sponsor's sole discretion.

Sponsor will secure, and provide at closing, an agreed amount replacement value multi-peril hazard policy which will prevent the Condominium from being a co-insurer. The cost of such policy will be paid by the Condominium and is provided for in SCHEDULE B. Sponsor also agrees to deliver a set of "as built" plans to the Board of Managers upon election of the first Board of Managers after closing of the first unit. Sponsor will assign any manufacturer's warranties with respective equipment and appliances installed in any individual unit to the unit owner, and with respect to equipment and appliances installed in the common elements, same will be assigned to the Board of Managers.

The property will be conveyed free and clear of all liens. Copies of the plans, exhibits and documents referred to herein shall be kept on file at the office of the Attorney for the sponsor for a period of six (6) years after filing of the Declaration of Condominium. No bond or other security has been furnished to secure Sponsor's obligations hereunder. The Sponsor will repair any damage from a casualty or other cause that occurs prior to the closing of any unit within reasonable time, and no Purchaser shall be required to accept a damaged unit.

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

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 PCO,

such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its Principals are obligated to procure the PCO.

It is the obligation of the Sponsor and its principals to procure the TCO. As described in greater detail in the Plan, Sponsor will maintain sufficient funds in escrow to cover the anticipated costs of obtaining a PCO. Sponsor will also use best efforts to extend the TCO; however, the TCO may lapse for reasons outside the Sponsor's control. Procuring a PCO is the obligation of the Sponsor and its principals. In the absence of a PCO or TCO it is unlawful to reside in or rent a unit and will be difficult for owners or purchasers to obtain financing and pass clear title.

Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have an PCO. A Factsheet on Certificates of Occupancy is available on the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf. Please see the ARCHITECT'S REPORT located in Part II of this Offering Plan.

CONTROL BY THE SPONSOR

The Sponsor's Control of the Board of Managers of the Condominium will be subject to the following:

The By-Laws are reproduced in Part II, beginning on page CBL1. A summary of certain pertinent provisions of these By-Laws is set forth below. The By-Laws limit the number of Managers on the Board of Managers (hereinafter called "Managers") to not less than three (3). The first Board of Managers to be elected by the Unit Owners shall consist of three (3) members.

At the time of the First Closing there will be three Managers designated by the Sponsor. However, the Managers will resign in favor of Managers who will be elected by the purchasers at a meeting to be convened within 60 days after First Closing. If the Sponsor still owns 50% or more of the units in the building at this time, a majority of the new Board of Managers may be Sponsor-appointees.

Transfer of control of the Condominium Board of Managers shall pass to unit owners other than the Sponsor at the earlier of the following:

- a) Sixty (60) days after the date by which 75% of the units have been conveyed to unit purchasers; or
- b) Three (3) years after the first conveyance of a unit to a unit purchaser.

Within thirty (30) days after transfer of control, a meeting will be held to elect new Managers unrelated to the Sponsor. Notwithstanding the foregoing, even after control is surrendered to a Board elected by unit owners, the Sponsor may vote for the unit owner of its choice at an election of Managers. The Sponsor will not hold control of the condominium board after the Sponsor control period.

So long as a majority of the Board of Managers consists of managers elected by the Sponsor or holders of unsold units, the Board:

1. Shall not eliminate or reduce the number of employees, insurance coverages, or any service to a level less than that provided in Schedule B unless a majority of Board members elected by bona fide unit purchasers vote in favor thereof.
2. Shall, to the extent of their authority as Board Members, use all reasonable efforts to cause the Building (including its equipment, services, and installations) to be kept operational, clean, and in a good state of repair and condition;
3. Shall not veto expenditures required to comply with applicable laws or regulations and/or expenses necessary to remedy notice of violations of law, or order of an insurance carrier.

The Sponsor may exercise veto power over other expenses for a period ending not more than five (5) years after the closing of the first unit, or whenever the unsold units constitute less than 25% of the common interest, whichever is sooner. Additionally, the By-Laws do not include a provision that a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household that are unrelated to the Sponsor and its Principals after the end of the initial Sponsor control period.

Until the earlier of five years from the date of closing, or at the time at which the Sponsor or other Holder of Unsold Units owns units consisting of less than 25% of the common interest of the Condominium, Sponsor may exercise veto power over any expenses other than those described in SCHEDULE B, or which are required to comply with applicable laws or regulations, remedy any notice of a violation, or remedy any work order from an insurer. Additionally, so long as the Sponsor retains ownership of at least one unit in the building, the By-Laws, Declaration, and Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect the Sponsor without written consent by the Sponsor.

All Board Members shall serve without compensation. Any member of the Board of Managers who is a designee of the Sponsor, may contract or deal with Sponsor or a partner, affiliate, or entity controlled by the Sponsor; however, such Board members shall remain under a fiduciary duty to act in the best interest of the condominium. Additionally, such Board Members shall be required to disclose the nature of their relationship(s) in dealing with the Sponsor to all unit owners.

BOARD OF MANAGERS

The Condominium shall be governed according to the By-Laws in Part II, beginning on page CBL1.

The By-Laws limit the number of Managers to not less than three (3) members. They will be Wing Ken Chow, Roger Wai Ming Chan and Xing Zhou ("Xing Day"), who are three of the four Principals of the Sponsor. The first Board of Managers shall consist of three (3) members designated by the Sponsor. However, these Officers and Managers will resign in favor of Officers and Managers which will be elected by the Unit Owners at a meeting to be convened within sixty (60) days after the First Closing; they may, however, be re-elected at such time. Transfer of control of the Condominium Board of Managers shall pass to Unit Owners other than the Sponsor at the earlier of the following:

- a) Sixty (60) days after the date by which 75% of the units have been conveyed to unit purchasers; or
- b) Three (3) years after the first conveyance of a unit to a unit purchaser.

Within thirty (30) days after transfer of control, a meeting will be held to elect new Managers unrelated to the Sponsor. The By-Laws do not include a provision that a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its Principals after the end of the initial Sponsor control period. Purchasers who are owner-occupants, therefore, may never gain effective control of the Board of Managers, and owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on the management of the condominium. However, Board members shall remain under a fiduciary duty to act in the best interest of the condominium, even during the Sponsor control period.

Managers shall be elected by a plurality of the votes at a meeting at which a quorum shall be present. When voting for Managers, each Unit Owner shall be entitled to cast one vote for each .01% of common interest in the condominium appurtenant to such Owner's Unit, which may be cast all for one nominated manager or divided among any number of candidates. At such time as the Unsold Units constitute less than twenty-five (25) percent of the Condominium, but in no event later than the third anniversary of the Closing Date, not less than a majority of Managers shall be unit owners other than, and unrelated to, the Sponsor. Notwithstanding the foregoing, Sponsor may vote for Unit

Owners from among the non-Sponsor related persons seeking election to the Board of Managers. Members of the Board of Managers shall serve without compensation, except for reimbursement for expenses actually incurred in the course of any furtherance of business for the Board of Managers.

The Board of Managers shall meet at least annually in March of each year, and at such regularly scheduled times as shall be adopted by resolution by the Board. Special meetings may be called on five (5) days written notice by any two Managers.

The Board of Managers will be responsible for the operations of the affairs of the Condominium, including, but not limited to, the fiscal operation, repairs and maintenance of the common areas of the Property, replacement and capital improvements to the common areas of the Property, the hiring, supervision and discharging of employees and Managing Agent (if any), and the enforcement of the provisions of the By-Laws, and shall have the powers and duties necessary for the administration of such affairs. The Managers shall serve without compensation or remuneration.

Any Manager may be removed from office at any time with or without cause upon the affirmative vote of the Unit Owners whose aggregate votes are at least 51% of the votes of the Condominium at a Unit Owner's meeting duly called for the purpose, provided, however, that the Manager(s) elected by the Holder(s) of Unsold Units can be removed only for cause by vote of a majority of the Unit Owners or without cause by the Holders of the Unsold Units.

The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify the members of the Board of Managers against any liability or claims except those arising out of the bad faith or willful misconduct of a member or members of the Board of Managers. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers, or out of the aforesaid indemnity in favor of the members of the Board of Managers, shall be limited to such proportion of the total liability thereunder as his/her interest in the Common Elements of all Unit Owners.

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

President and Vice-President (but no other officers) need be members of the Board of Managers. All officers shall serve without compensation or remuneration. The officers shall be elected annually by the Board of Managers, and each officer shall hold office at the pleasure of the Board of Managers or until succession, resignation, or death. Upon the vote of a majority of the Board of Managers, any officer may be removed with or without cause.

The President shall be the chief executive officer of the Condominium, and shall have all of the general powers and duties which are incident to the office of a President pursuant to Section 9B of the Real Property Law of the state of New York (New York's Condominium Act).

The Vice-President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Managers or by the President.

The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers, shall have charge of such books and papers as the Board of Managers may direct, and shall, in general, perform all the duties incident to the office of a secretary pursuant to Section 9B of the Real Property Law of the state of New York (New York's Condominium Act).

The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account, and deposit of all moneys and other valuable effects in the name of the Board of Managers, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Managers.

The Board of Managers, or the Secretary, shall keep detailed records of the actions and minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium. In addition, an annual audited financial statement of the Condominium and an income tax deduction statement certified by an independent Certified Public Accountant shall be rendered by the Board of Managers to all Unit Owners on March 1st of each calendar year.

The Secretary shall mail a notice of each annual or special meeting to all Unit Owners of record. The notice shall state the purpose of the meeting as well as the time and place

where it is to be held, and the notice will be given at least ten (10), but not more than forty (40) days prior to such meeting.

Each Unit Owner and each mortgagee of a Unit shall, upon prior request and with a valid business purpose, be permitted to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium.

Both the Declaration and the By-Laws may be modified or amended by the vote of two-thirds (2/3) of the Unit Owners, as that term is defined in Article II, Section 8 of the By-Laws, at a meeting of Unit Owners duly held for such purpose. Anything herein contained to the contrary notwithstanding, so long as the Sponsor is the owner of one or more Unsold Units, the By-Laws may not be altered, amended, repealed, or added to without the consent of the Sponsor.

The Board of Managers shall be required to maintain hazard and casualty insurance on the building in an amount sufficient to ensure that the condominium shall not be a co-insurer (which generally means that the policy must be retained at replacement value), and it shall also maintain liability insurance in an amount which it deems appropriate. The proceeds of the hazard and fire insurance policy shall be payable to the condominium Board in the event of a loss amounting to \$100,000 or less and to the insurance trustee if the loss exceeds \$100,000. Such proceeds shall be applied to the repairing, restoring, or rebuilding of the building unless otherwise determined by unit owners. In no event shall the proceeds of any such insurance policy be paid to the holder of any mortgage on a unit unless there has been a determination by Unit Owners not to rebuild the building. The insurance trustee, if any, shall be a bank or trust company having an office in the city and state of New York.

The Condominium shall continue, unless terminated by reason of casualty, loss, or by condemnation, until such time as the Condominium shall be legally abandoned and terminated as a result of the vote of Unit Owners owning at least eighty (80%) percent of the total votes of the Condominium, at which time the Property shall be subject to an action for partition by any Unit Owner, or any lienor, as if owned in common, and the net proceeds of the sale resulting therefrom shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, after first applying the share of the net proceeds of such sale otherwise payable to each Unit Owner to the payment of any liens on his/her Unit in the order of the priority of such liens.

Copies of the Declaration and By-Laws are set forth in Part II of the Plan.

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

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS

The headings used in this Section are inserted only as a matter of convenience and in no way define or limit the scope of the information contained within this Section.

1. Sale, lease, and mortgaging of units by unit owners.

Unit Owners will have the right to sell, lease, or mortgage their units, without restriction, except as set forth herein, subject to the requirements that all Common Charges are current. A Unit Owner may only sell or lease the entire Unit. A Unit Owner may not sell or rent only a portion of a Unit. While lease of a condominium unit, like any other contract, is subject to regulation by certain state laws (General Obligations Law, Multiple Dwelling Law, etc.), the terms of the lease (including rent) will not be subject to any state or local rent regulatory laws.

2. No right of first refusal.

The Board of Managers does not have a right of first refusal with regards to the sale or lease of any unit.

3. Common charges and assessments.

The Board of Managers shall from time to time, but at least annually, prepare a budget for the Condominium determining the amount of the Common Charges payable by the Unit Owners. Common Charges will be established by determining the operating budget for the coming year of condominium operation and allocating to each unit owner a percentage of that budget in accordance with their percentage of ownership for common interest in the condominium. The Common Expenses include, among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been, obtained by the Board of Managers. The Common Expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount of working capital and a general operating reserve. The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges payable by each of them, and shall furnish copies of each budget on which such Common Charges are based to all Unit Owners and to their mortgagees of record, if requested.

Under the provisions of Section 339-z of the Real Property Law, the Board of Managers on behalf of the Unit Owners shall have a lien on each Unit for unpaid Common Charges assessed against such Unit by the Board of Managers, together with interest thereon. Such lien shall be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on the first mortgage or record of such Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the Kings County Office of the City Register, and until all sums secured thereby with the interest thereon shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six year period), whichever may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the Unpaid Common Charges without foreclosing the lien. In the event the Sponsor is more than thirty (30) days in arrears on Common Charges for any unsold Unit during the time the Sponsor is in control of the Board of Managers, Sponsor will cause the Board of Managers to file a lien as provided for in section 339-aa of the Real Property law.

Under section 339-kk of the Real Property Law, the Board of Managers has the right to require the tenant in an apartment owned by a non-occupying owner to make rental payments directly to the Board of Managers where such non-occupying owner is in default on payments of common charges, assessments, or late fees for such unit for a period of 60 days after the expiration of any grace period after they are due. Payments by such rental tenant to the condominium pursuant to this statute relieves such rental tenant from the obligation to pay such rent to such non-occupying owner, and is an absolute defense in any nonpayment proceeding commenced by such non-occupying owner. The procedures by which the Board of Managers may enforce this right, including required notice, means of protest, and termination are set forth in the aforementioned section which is recited at Page RP1 of this Offering Plan.

No Unit Owner may exempt himself from liability for Common Charges or Expenses by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of his Unit. The liability of each Unit Owner for the payment of the Common Charges and Expenses thereafter assessed or becoming due against the Unit shall terminate upon a permissible sale, transfer, or other conveyance of such Unit and the appurtenant interests in the Common Elements. In addition, any Unit Owner may, subject to the terms and conditions specified in the By-Laws, convey his/her Unit together with the said appurtenant interests to the Board of Managers or its nominee on behalf of all other

Unit Owners, and in such event be exempt from all Common Charges and Expenses thereafter assessed.

4. Repairs and Maintenance.

All maintenance or any repair to any Unit, ordinary or extraordinary, and to the doors and windows (except the painting and decoration of the side of the stairwell doors which do not face into a Unit), electrical (except Common Elements) within the Unit or belonging to the Unit Owner, shall be at the Unit Owner's expense, except for structural elements as specifically required herein. All maintenance, repairs, and replacements to the Common Elements (including the exterior walls of the Building) and the painting and decorating of the side of the stairwell doors which do not face into a Unit shall be made at the direction of the Board of Managers, and be proportionately charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse, or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Unit owners who enjoy use of a limited common element are responsible for regular repair and maintenance of such limited common element such as cleaning, painting, repair to surface damage, etc. Damage to the structural or mechanical systems serving such limited common element (except where directly caused by act or omission of the unit owner, their agents, employees, or invitees) are the responsibility of the condominium through the Board of Managers.

With regard to the roof, no permanent structures may be built on the roof without a permit from the Building Department, and the Board of Managers. The Board of Managers will have access for inspection and repair and may regulate any one or more of the following aspects of construction:

1. Time periods during which work is permitted;
2. The manner in which construction degree will be handled;
3. Measures which must be taken to prevent compromising the security of the building during construction;
4. Interruption of services during construction;
5. Liability insurance for contractors during construction.

The building Certificate of Occupancy and applicable zoning rules will not allow the construction of anything on the roof. Any damage occurring to the roof shall be the sole responsibility of the Condominium and/or any such Unit Owner causing such damage, and will need to be repaired at the Condominium or such Unit Owner's sole cost and

expense as determined by the Condominium Board of Managers. Additionally, any warranty described in Part II may be voided by improper use of the roof.

5. Additions, alterations, and improvements.

No Unit Owner may make any structural addition, alteration or improvement in his Unit without the prior written approval of the Board of Managers. As a condition of the granting of its consent to the above acts, the Board of Managers may require the Unit Owner to execute an agreement in form and substance satisfactory to the Board of Managers setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the days and hours during which any work may be done. No application shall be filed with any governmental authority for a permit covering an addition, alteration, or improvement to be made in a Unit unless approved and executed by the Board of Managers; such approval, however, shall not result in liability on the part of the Board of Managers, or any of them, to a contractor, subcontractor, materialman, architect, or engineer, by reason of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Unit, provided that any alterations to such Unsold Units shall be in accordance with, and only as permitted by, the Condominium Act and all governmental regulations. Non-structural alterations and improvements to Residential Units that do not affect the exterior of the Building or the value of other Units may be made without prior approval of the Board of Managers.

Unit owners may perform all standard repair and maintenance items within their apartments and standard home improvement items without permission of the Board of Managers. Thus, unit owners may repair or replace fixtures, equipment, cabinetry, flooring, sheetrock, etc., without permission of the Board of Managers. The Unit Owner is responsible for keeping safety warning devices (i.e., smoke detector and carbon monoxide detector) operational. However, unit owners may not relocate plumbing, heating, electric, or other service lines affecting other units in the building during the course of such repairs or improvements without receiving Board permission.

In the event a child under eleven (11) years old resides in a unit or visits a unit for an extended period of time, the owner of that unit will be required, at his/her own cost and expense, to install child safety window guards on all windows in conformity with applicable New York City Administrative Code sections, and shall not remove them until permitted by applicable law. Failure to do so may create great risk to the life and

health of such child and result in the imposition of a violation against the building, which would be the responsibility of the unit owner to cure.

6. Insurance.

The Board of Managers shall obtain and maintain: (1) hazard insurance with extended coverage, insuring the Building and Units (but not including furniture, furnishings, or other personal property supplied to, or installed by, Unit Owners), together with all service machinery contained therein covering the interests of the Condominium, The Board of Managers, and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the insured property without deduction for depreciation; (2) liability insurance for personal injury or property damage in an amount not less than one million dollars; and (3) such other insurance as the Board of Managers may determine. Each of the policies shall contain a New York standard mortgage clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interests may appear, subject, however, to the loss payment provisions in favor of the Board of Managers in the event of casualty or condemnation. Unit Owners shall be entitled to carry casualty insurance protection for their furniture and the interiors of their Units and for personal liability coverage for their own benefit at their own expense provided that such policies contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any other insurance carried by a Unit Owner. Please see SCHEDULE B for details of insurance coverage.

The proceeds of the hazard and fire insurance policy shall be payable to the condominium Board in the event of a loss amounting to \$100,000.00 or less and to the insurance trustee if the loss exceeds \$100,000.00. Such proceeds shall be applied to the repairing, restoring, or rebuilding of the subject premises unless otherwise determined by unit owners. In no event shall the proceeds of any insurance policy be paid to the holder of any mortgage on a unit unless there has been a determination by unit owners not to rebuild the building. The insurance trustee, if any, shall be a bank or trust company having an office in the City and State of New York.

7. Restrictions on occupancy and use.

The By-Laws provide that the use of the Units shall be restricted to and be in accordance with the following provisions:

(a) A Unit Owner may only use his/her Unit for a purpose consistent with any applicable ordinance or statute, or regulation of a government authority that has jurisdiction over the Condominium, but in no event for a use that violates the By-Laws of the Condominium.

(b) The Common Elements shall be used for the furnishing of services and facilities for which they are reasonably suited and capable, and which are incident to the use and occupancy of Units.

(c) No nuisances shall be allowed on the Property, nor shall any use or practice be allowed that interferes with the peaceful possession or use of the Property by its residents or occupants.

(d) No improper, offensive, or unlawful use shall be made of the Property nor any part thereof. Violations of laws, orders, rules, regulations, or requirements, of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated by, and at the sole expense of, the respective Unit Owners or by the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property or comply with such laws.

(e) Each Unit Owner shall keep his Unit in a good state of cleanliness and repair in accordance with the provisions of the By-Laws and the rules and regulations of municipal departments or agencies having jurisdiction thereof.

Each Unit Owner will have an undivided interest in the Common Elements in the respective percentages set forth in SCHEDULE A in Part I. Subject to the provisions of the By-Laws and Rules and Regulations, the Common Elements are appurtenant to, serve, and benefit each Unit to the extent of such Unit's percentage share of the Common Elements, and the Common Elements are for the common use of all Unit Owners.

Further restrictions on the use of Units are set forth in the By-Laws, which are set forth in Part II of the Plan, and in Rules and Regulations made in accordance with the By-Laws. Current restrictions include a restriction that the unit shall be used for private residence only, or any home occupation use permitted under applicable zoning law, ordinances, building codes, or other governmental regulations. However, the Sponsor or Sponsor-Designee has the right, without charge, (i) to maintain general and sales offices in one or more Units or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the

Property; (ii) to have its employees, contractors and sales agents present on the Property; (iii) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction of the Building and to comply with its obligations. Units may not be used for any unlawful purpose, and any use which amounts to a violation of law or to rules, regulations, or requirements of any governmental agency having jurisdiction thereover shall be eliminated at the sole expense of the unit owner. No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. A Unit Owner shall not place or cause to be placed in the lobby, public halls, stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them. There are currently no limitations on pets; aesthetic controls; restrictions on occupancy of units owned by corporations, partnerships or fiduciaries; limitations on the use of parking units. Rules and Regulations concerning the use of the Units may be promulgated and amended from time to time by the Board of Managers as provided in the By-Laws. Residential use of the premises is consistent with the zoning regulations and the anticipated certificate of occupancy.

8. Other material rights and obligations.

A Unit Owner by acceptance of a Deed for a Unit shall have granted a right of access to the Unit and to all appurtenant areas, if any, to the Managing Agent and/or any other person authorized by the Board of Managers or the Managing Agent for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services of other Common Elements in his/her Unit or elsewhere in the Building in which the Unit is located, to remove violations, cure defaults by a Unit Owner, and for any other purpose provided in the Plan, Declaration, or as may be required by law or governmental regulation, provided that requests for entry (except in emergency situations) are at a time reasonably convenient to the Unit Owner. In case of emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, such entry shall not render the Board of Managers or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. Each Unit Owner will deposit with the President of the Board of Managers a key to his/her Unit to allow for entry in an emergency. The Board of Managers may designate responsible individual(s) to hold such keys.

Each Unit Owner shall be required to pay the Common Charges and Expenses levied by the Board of Managers. All Unit Owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner, are subject to the By-Laws, the Declaration, and the Rules and Regulations. A copy of the Declaration and By-Laws and Rules and Regulations appear in Part II of this Plan. The violation of any of the Rules and Regulations or the breach of any By-Laws or provision of the Declaration shall give the Board of Managers, in addition to other rights set forth in specific provisions of the By-Laws, the right to: (i) enter any Unit in which, or as to which, such violations or breach exists and to abate and/or remove same summarily, at the expense of the defaulting Unit Owner. The Board of Managers shall not thereby be deemed guilty or liable for trespass nor be liable for any damage to the Unit, nuisances or fixtures incurred in connection with such rights unless such damage is caused by negligence on the part of the Board of Managers; or (ii) enjoin, abate, or remedy by appropriate legal proceedings, the continuance of any such violation or breach. The costs incurred by the Board by virtue of the exercise of its rights to correct such breaches or violations, including attorney's fees, shall be due upon demand from the Unit Owner in question, and shall constitute a Common Expense against his/her Unit.

At the time of closing, Purchaser will be required to execute a broad Power of Attorney in favor of the Board of Managers of the Condominium. This Power of Attorney will give the Board of Managers the right to acquire and otherwise administer defaulted, abandoned, or foreclosed units in the name of the condominium. It will also give the Board of Managers the right to execute amendments to the Condominium Declaration, Deeds conveying condominium property, filing for severance of tax lots, and other functions reasonable or necessary to effectuate the purposes set forth in the Condominium Declaration, on behalf of all of the Unit Owners. Purchaser must sign the Power of Attorney at closing; failure to sign the Power of Attorney will be deemed a default and will result in cancellation of the transaction and possible loss of the down payment. Please see the POWER OF ATTORNEY set forth in Part II of this Offering Plan.

9. Smoking Policy.

New York City Local Law 147 went into effect on August 28, 2018 and requires buildings with three or more residential units to adopt written smoking policies. For condominiums such as the subject premises, the Board of Managers must adopt such a policy; the policy for this condominium is as follows: Pursuant to Local Law 147, the subject premises' smoking policy is consistent with the Smoke Free Air Act ("SFAA"), which is the current law governing smoking in class A multiple dwellings. This building prohibits smoking or using electronic cigarettes in common indoor areas of the building. Smoking and electronic cigarette usage is permitted in private apartments, outdoor common areas, and outdoor limited common elements.

REAL ESTATE TAXES

After the units are separately assessed, each Unit Owner will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for the payment of, nor subject to, any lien for non-payment of taxes on any other unit. While there is no anticipated reason for delay in obtaining separate assessments by the New York City Department of Finance, which is the assessing authority, it is anticipated that units will not be separately assessed for the first year of condominium operation. On closing, Sponsor shall deposit with the Board of Managers a sum sufficient to pay all taxes due for the balance of 2021/2022 tax year. The Board of Managers shall be authorized to pay such taxes as and when due from such escrow fund. As each subsequent individual condominium Unit is sold, the Purchasers thereof, as a standard closing adjustment, shall reimburse the Sponsor for the portion of their tax liability paid by the Sponsor from the date of closing through the end of the 2021/2022 tax year. It is anticipated that Units will be separately assessed for the 2022/2023 tax year, and that individual Unit Owners (whether Purchasers, holders of unsold shares, or the Sponsor) will pay the taxes thereof as set forth in the attached SCHEDULE A. The amount of the taxes deposited with the Board of the condominium will be disclosed in the post closing amendments until the units are separately assessed.

The property is assessed by New York City through the assessing authority of the Department of Finance ("DOF"). Calculations of Real Estate Taxes are arrived at by applying the current tax rate to the assessed value, and then allocating the resulting taxes in direct proportion to the allocation of Common Interest percentages set forth in the condominium Declaration. Upon substantial completion of construction, it is anticipated that the DOF will classify the residential portions of the property as Tax Class 2 property, while the commercial Class 4 tax rate will be applied to the Community Facility Unit. DOF calculations of real estate taxes are arrived at by applying the current tax rate to the assessed property value, and then allocating the resulting taxes in direct proportion to the allocation of Common Interest percentages set forth in the condominium Declaration. Sponsor makes no representation, however, that DOF will actually apportion the real estate taxes for each Unit based on Common Interest.

Sponsor is NOT applying for Real Estate Tax Exemption Benefits for the residential portion of the condominium pursuant to Section 421-a(16) (also known as "New 421-a" or "421-a") of the New York City Real Property Tax Law. Sponsor has submitted a

Preliminary Application for Certificate of Eligibility for the Industrial and Commercial Abatement Program (ICAP) with the New York City Department of Finance (DOF) for the Community Facility Unit pursuant to NYRPT Law § 489-bbbbbb. ICAP real estate tax benefits are applicable solely to the Community Facility Unit at the property.

Sponsor has obtained an opinion from Metropolitan Realty Exemptions, Inc. ("MRE"), 118 Middleton Street, Brooklyn, New York 11206, dated November 16, 2020 and included in this Plan, as to the projected real estate taxes for all units for the first year after completion of construction and the eligibility of the condominium to obtain ICAP Tax Benefits for the community facility unit only.

MRE has estimated the post-construction assessed value for the residential component of the building for 2021/2022, the first tax year after completion of construction. The total assessed value for Tax Class 2 residential property for the first year of operation is estimated to be \$691,807, resulting in an annual residential tax liability of \$84,864 and a monthly residential tax liability of \$7,072. This estimate assumes a tax rate of 12.267%, which is the current tax rate for Class 2 properties for 2020/21.

Eligible ICAP applicants receive an abatement of their taxes equal to a percentage of the "Abatement Base." The "Abatement Base" is equal to the "Post-completion Tax" minus 115% of the "Initial Tax." The "Post-completion Tax" is the taxable assessed value (the lower of the actual or transitional assessed values) shown on the assessment roll with a taxable status date immediately following the earlier of either: i) completion of construction (as determined by issuance of a Permanent Certificate of Occupancy), or ii) four years from the date of issuance of the project's first building permit, multiplied by the "Initial Tax Rate." The "Initial Tax Rate" is the tax rate applicable to the assessment roll with a taxable status date immediately preceding the issuance of the first building permit.

The "Initial Tax" is the taxable assessed value indicated on the assessment roll with a taxable status date immediately preceding the issuance of the first building permit multiplied by the "Initial Tax Rate." Neither the "Post-completion Tax" nor the "Initial Tax" includes the assessed value of the subject property's land, and the ICAP abatement is not available to reduce the real estate tax attributable to the land.

According to the above calculation if there is no considerable construction in the first four years after the initial permit, there will be no benefit in the ICAP.

MRE has estimated the post-completion assessed value for the Community Facility Unit, which is taxed at the commercial tax rate, for the 2021/2022 tax year, the first year of condominium operation, if ICAP benefits are obtained and if ICAP benefits are not obtained. ICAP benefits are applicable solely to the Community Facility Unit at the property. The assessed value for the Community Facility Unit without ICAP benefits is estimated at \$234,831, resulting in an estimated annual tax liability of \$25,113 and a monthly tax liability of \$2,092.75. MRE projects that the total annual property tax in the 2021/22 tax year for the commercial portion of the building is estimated to be approximately \$2,047 after the abatement amount of \$23,066 is applied, as discussed above, and the monthly amount is estimated to be approximately \$171. The estimates assume a tax rate of 10.694% for Tax Class 4 properties.

Commercial projects without retail space in designated special exemption areas receive the exemption outlined above for 16 years, with the exemption declining by 10 percent annually for the following consecutive 9 years. In addition, in years 2-13 of the abatement period, an increase in tax liability over the prior year that exceeds 5 percent, such excess shall be added to the abatement base. However, in any year 2-13, where the taxable AV is increased for a physical change resulting in an increase in taxes of more than 5%, then none of the increase is added to the abatement base.

The preliminary applications must be filed prior to the issuance of the first building permit (or, if no permit is required, prior to the start of construction). Projects will NOT receive benefits if a building permit is issued prior to filing a preliminary application. The final application must be filed within one year from the date of the issuance of the building permit, or if no permit is required, within one year from the start date of construction. The final application may be filed no later than one year after the issuance of the initial permit or the commencement of construction. There is a 5-year time limit in which to complete construction. Failure to do so will result in termination of inflation protection, if applicable. The minimum required expenditure for all projects is 30% of the property's assessed value in the tax year with a taxable status date immediately preceding the date of issuance of the project's first building permit. Applicants have 4 years from the date of issuance of the first building permit in which to spend the full minimum required expenditure.

The real estate taxes for the first year of condominium operation are provided in SCHEDULE A. All figures are estimates and are based on estimated post-construction assessed values. Prospective Purchasers should note that the taxes listed for each unit in Schedule A are allocated in proportion to the allocation of Common Interest that each

unit bears in relation to all other units of its type, and are proportional to said unit's Common Interest in the whole condominium. The DOF is not bound by this method of allocation, and may allocate on a different basis. Unit Owners shall be entitled to deduct real property taxes paid on the unit for income tax purposes subject to the limits imposed by the Tax Cuts and Jobs Act of 2017. This federal law limits the itemized deduction to \$10,000.00 for the total of state and local property taxes and income or sales taxes. This maximum applies to both single and married filers. Potential purchasers are strongly advised to consult with their own tax experts with regard to deductibility of their real estate taxes. Purchasers are directed to the opinion from MRE in the section of this Offering Plan entitled REAL ESTATE TAX PROJECTION LETTER for a more complete explanation.

The explanation and projection prepared by the Sponsor's tax abatement expert is expressly adopted by the Sponsor and the Sponsor's attorney and included as part of this Offering Plan.

While Sponsor is applying for ICAP abatement benefits, and the MRE opinion included in this Offering Plan projects that such benefits are available and will be granted, no guarantee can be, or is made, that said benefits will be obtained, or will continue to be available. Sponsor will use best efforts to obtain the aforementioned real estate tax benefits, and will make all filings necessary to obtain such benefits, including a timely filing of all applications, and timely compliance with all procedures required to properly process and maintain the benefits. Upon closing, the Sponsor will make all documents available to the Board of Managers for inspection and copying for the life of the benefits. Sponsor will keep all records required by DOF, and will make them available whenever requested to do so. DOF routinely conducts audits, which can result in the reduction or revocation of benefits if proper documentation is not required.

If at any point it becomes impossible for the Sponsor to obtain the ICAP benefits, the Sponsor will immediately submit an amendment disclosing that it is impossible to obtain the tax benefits.

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

NO WARRANTY IS OR CAN BE MADE THAT THE BENEFITS SET FORTH THEREIN WILL BE OBTAINED. IN THE EVENT THE BENEFITS ARE NOT OBTAINED, OR IN THE EVENT THERE ARE INCREASES IN THE TAX RATE, OR THE PROPERTY'S ASSESSED VALUATION, OR IN THE STATUTES GOVERNING THE TAX BENEFITS, REAL ESTATE TAXES MAY BE HIGHER THAN ANTICIPATED FOR THE FIRST YEAR OF OPERATION AND IN FUTURE YEARS. HENCE, INDIVIDUAL CARRYING COSTS FOR ALL UNITS WOULD ALSO BE HIGHER. UNDER NO CIRCUMSTANCES WILL SPONSOR OR SPONSOR'S ATTORNEY OR SPONSOR'S EXPERT BE HELD RESPONSIBLE IN THE EVENT THAT ICAP BENEFITS ARE NOT OBTAINED.

Until the units are separately assessed for real estate taxes, real estate taxes for the property shall be paid by the condominium (although no such payment is provided for in Schedule B) as a general common expense and each unit owner shall pay additional common charges (which are not reflected in the estimated common charges for the unit as set forth in Schedule A) equal to the applicable unit's pro rata share, based upon the common interest of the applicable unit, of such real estate taxes for the property for such period. If real estate taxes are charged to unit owners as additional common charges for any period with respect to which the units shall not have been separately assessed, then a unit owner's payment of such additional common charges shall be in lieu of payment by such unit owner to the city of real estate taxes (which otherwise might have been assessed against the unit as a separate tax lot) for such period. As set forth in the By-laws, after the units are separately assessed for real estate tax purposes, the Board of Managers as agent of the unit owners shall promptly assess any unit owners who have underpaid real estate taxes with respect to their units based on the assessed valuation of such units and shall likewise reimburse any unit owners for overpayment of taxes. Although the condominium will be obligated to pay the real estate taxes for the property until the units are separately assessed, it is possible that Purchaser's lender may, nevertheless, require that Purchaser escrow with such lender for real estate taxes for such period.

The City of New York is not bound by the allocation of Common Interest, and may allocate on a different basis. All figures are estimates. Sponsor makes no representation that the assessed value of the property, the estimated allocations, or the tax rate will not be changed.

There are no tax certiorari proceedings currently pending. Individual owners may challenge the assessment of their property by filing a tax protest in accord with the rules of the New York City Tax Commission. The Board of Managers may also file a protest on behalf of all Unit Owners. While there is no specific section of the By-Laws dealing

with review of real estate tax assessment, the general grant of power in the Board of Managers to operate the property in the best interest of unit owners is sufficient to delegate to the Board of Managers a right to file tax protests on behalf of all unit owners. The Building benefits from the limitations imposed by Sections 581 (which prevents a building from being assessed at a higher level than similarly situated rental properties merely because of its status) and 1805 (which limits the annual increases due to changes in market value) of the Real Property Tax Law.

The projections set forth herein are based on current New York City Tax rates and assessment procedures. No guarantee or warranty is or can be made that the tax rates will not change in the future, or that the assessed value of the property will not rise due to changes in assessment practices and policies or increases in market value that are reflected in the assessed value. Prospective Purchasers should be aware that real estate taxes for the condominium may significantly increase in subsequent years due to such potential changes.

Prospective Purchasers are advised to read the full text of the real estate tax analysis by MRE for details about the projected real estate tax assessments.



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

March 10, 2021

The Ridge Park LLC
C/O Wing K Chow
815 51 Street, Basement
Brooklyn, NY 11220

RE: 7504 Bay Parkway
Brooklyn, NY
Block & Lot: 6230 – 39

Letter of Opinion regarding proposed real estate tax liabilities for the project located at
7504 Bay Parkway, Brooklyn, NY

Proposed Construction: One (1) Community Facility and Ten (10) Residential Condominium
Units

Dear Sir;

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. You have informed us that you intend to build one mixed use residential building on the above tax lot ("property"), and that this building will be constructed pursuant to Department of Buildings job type "NB – New Building".
2. The total gross square footage of residential space is estimated to be **10,768** square feet.

METROPOLITAN Realty Exemptions, Inc.

3. The total gross square footage of community facility is estimated to be **4,542** square feet.
4. You have informed us that there will be a house of worship and a total of ten (10) dwelling units located on floors 2 (two) through 6 (six).
5. There will be separate condominium tax lots filed with the DOF for each unit.
6. Based on assessment guidelines, the DOF Surveyor's Office shall class the condominium units as a tax class 2 and thus levy the assessed value on a 45% rate of the market value.

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 2020/21 class 4 tax rate is 10.694% and the class 2 tax rate is 12.267%.

We believe there will be a substantial increase in value for 2021/22 because of the new construction, and that such increase will be placed on the assessment roll immediately and not subject to the limitation on increases described above. In future tax years, increases in assessed value cannot exceed 8% annually and 30% over any five-year period.

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 the Bensonhurst

METROPOLITAN Realty Exemptions, Inc.

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.

The real estate tax benefits available to eligible properties under the ICAP are as follows:

An abatement is granted on that portion of a property's assessed valuation known as the abatement base. The abatement base for each year is limited to the increase in assessed valuation solely attributable to improvements made to the commercial portion of the property.

The ICAP program has replaced the Industrial and Commercial Incentive Program (ICIP) in New York City. The Industrial and Commercial Abatement Program (ICAP) reduces a portion of the increase in real property taxes due to new construction, modernization or rehabilitation of industrial/commercial buildings, by providing up to a maximum of 25-year property tax abatements for qualified projects.

Eligible ICAP applicants receive an abatement of their taxes equal to a percentage of the "Abatement Base". The "Abatement Base" is equal to the "Post-completion Tax" minus 115% of the "Initial Tax". The "Post-completion Tax" is the taxable assessed value (the lower of the actual or transitional assessed values) shown on the assessment roll with a taxable status date immediately following the earlier of either, upon the completion of construction (issuance of a Final Certificate of Occupancy), or four years from the date of issuance of the project's first building permit multiplied by the "Initial Tax Rate". The "Initial Tax Rate" is the tax rate applicable to the assessment roll with a taxable status date immediately preceding the issuance of the first building permit.

The "Initial Tax" is the taxable assessed value indicated on the assessment roll with a taxable status date immediately preceding issuance of the first building permit multiplied by "Initial Tax Rate". Neither the post-completion Tax nor the Initial Tax includes the assessed value of the subject property's land, and the ICAP abatement is not available to reduce the real estate tax attributable to its land.

According to the above calculation: if there is no considerable construction in the first 4 years after the Initial permit, there will be no benefit in the ICAP.

Commercial projects without retail space in designated special exemption areas receive the exemption outlined above for 16 years, with the exemption declining by 10 percent annually for the following consecutive 9 years. In addition, in years 2-13 of the abatement period, an increase in tax liability over the prior year that exceeds 5 percent, such excess shall be added to the abatement base. However, in any year 2-13, where the taxable AV is increased for a physical change resulting in an increase in taxes of more than 5%, then none of the increase is added to the abatement base.

Eligibility Requirements

The preliminary applications must be filed prior to the issuance of the first building permit (or, if no permit is required, prior to the start of construction). Projects will NOT receive benefits if a building permit is issued prior to filing a preliminary application.

The final application must be filed within one year from the date of the issuance of the building permit, or if no permit is required, within one year from the start date of construction. The final

METROPOLITAN Realty Exemptions, Inc.

application may be filed no later than one year after the issuance of the initial permit or the commencement of construction.

Time Limit for Construction

There is a 5-year time limit in which to complete construction. Failure to do so will result in termination of inflation protection, if applicable.

Minimum Required Expenditure (MRE)

The MRE for all projects is 30% of the property's assessed value in the tax year with a taxable status date immediately preceding the date of issuance of the project's first building permit. Applicants have 4 years from the date of issuance of the first building permit in which to spend the full MRE.

Post construction Projected Assessed Value and Tax Liability

Following the subdivision by the Non-Action Condo, the real property tax liabilities will be divided, based on the percentages of residential/commercial space. As per Rules and Regulations set by the Department of Finance multiple residential Class A units would be categorized as a tax Class 2, with a tax rate of 12267%. The commercial portion of the property would be categorized as a tax Class 4 with a tax rate of 10.694% (i.e., \$12.267 per \$100 of assessed value, and \$10.694 per \$100 of assessed value, the final 2020/21 tax rates).

The tax liabilities for the Residential condo tax lots and the Commercial condo tax lots are estimated to be as follows:

Commercial Tax Liability without ICAP	
Assessed Value	\$234,831
Tax Liability	\$25,113
Commercial Tax Liability with ICAP	
Assessed Value	\$234,831
Tax Liability	\$25,113
ICAP Abatement Amount	-\$23,066
Total Commercial Tax Liability	\$2,047

Residential Tax liability	
Assessed Value	\$691,807
Tax Liability	\$84,864

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

Though the aforesaid estimate of the Actual Assessed Valuation is a good-faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, when made, may

METROPOLITAN Realty Exemptions, Inc.

be lesser or greater based on the interpretation of the administrative code and the applicable rules and regulations of the City of New York.

Although we believe our opinions are well-founded, they are not intended, and should not be construed as warranties or guaranties or representations as to future assessed valuations of the property under discussion and we accept no responsibility or liability in the event that the figures or projections set forth herein are incorrect or inaccurate. In no event will this firm, the Sponsor, the Sponsor's counsel or any other person be liable if the assessed valuation, when actually made, is lesser or greater than that estimated above, or if the administrative code and the applicable rules and regulations of the City of New York are changed in the future, or if the facts as represented prove to be untrue.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Martin Joseph", is displayed within a light gray rectangular box.

Martin Joseph
Metropolitan Realty Exemptions, Inc.

DEDUCTIONS TO UNIT OWNERS, AND TAX STATUS OF CONDOMINIUM

Unit Owners who itemize their deductions should, for Federal Income Tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid, or accrued, under Sections 163 and 164 of the IRS Code. These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the COUNSEL'S TAX OPINION LETTER, including the Tax Cuts and Jobs Act of 2017. This federal law limits the itemized deduction to \$10,000.00 for the total of state and local property taxes and income or sales taxes. This maximum applies to both single and married filers. With regard to the deductibility of mortgage interest, the law limits deductible mortgage debt to \$750,000.00 for new loans taken out after 12/14/17, and interest paid on home equity debt is no longer deductible through 12/31/25; interest is still deductible on home equity loans (or second mortgages) if the proceeds are used for substantial improvement of the residence. Each individual Unit Owner should, for New York State and New York City Income Tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid, or accrued, during the taxable year, up to the limits imposed by the Tax Cuts and Jobs Act of 2017. Potential purchasers are strongly advised to consult with their own tax experts with regard to deductibility of their real estate taxes and mortgage interest.

The Condominium will be governed by a Board of Managers. The Board of Managers will assess and collect Common Charges from the Unit Owners, and will have certain discretionary powers over the operating expenses and the application of the assessments. Sponsor's Counsel is of the opinion that the Condominium will not qualify as an exempt homeowner's association under section 528 of the IRS code. As a result, the condominium may be subject to Federal corporate income tax on its taxable income, if any. It is not presently anticipated that the condominium will have any income in excess of its expenses, as per SCHEDULE B included in this Offering Plan. It should be noted that the Condominium may, even if permitted to make an election under Section 528 of the Code, still be required to pay the minimum New York State and City corporation taxes, as well as income tax on any taxable income it may receive. For this purpose, "taxable income" is defined as the excess, if any, of (a) the gross income for the taxable year (other than "exempt function income" as defined below) over (b) the deductions allowed by the Code which are directly connected with the production of such gross income (excluding "exempt function income") computed with certain modifications provided in Section 528. "Exempt function income" is defined as any

amount received as membership dues, fees or assessments from owners of condominium housing units. Income such as interest earned as cash deposits would not be exempt function income. Sponsor does not anticipate that the condominium will have any excess of income (or "taxable income") after "exempt function income" for the first year of operation. Sponsor anticipates that the amount budgeted in the Miscellaneous Reserve Fund shall also cover "minimum" New York City and State corporation and income taxes for the first year of operation in the event that the condominium is required to pay them. In the event that the condominium DOES have any excess of income (or "taxable income") after "exempt function income" for the first year of operation, it may be necessary to increase Common Charges or separately assess all Unit Owners.

The statements set forth herein are based upon an analysis of the Internal Revenue Code of 1986, as amended (the "Code") and modified by the Tax Cuts and Jobs Act of 2017, New York State Tax Law, the Administrative Code of the City of New York, the applicable regulations promulgated or proposed thereunder, the current position of applicable administrative agency, in particular, the position of the IRS stated in published Revenue Rulings and Revenue Procedures, and judicial decisions. No warranty is or can be made by Sponsor or any other person that the United States Treasury Department or the New York State Department of Taxation will allow the aforementioned deductions and no representation or warranty is or can be made that the tax law or the regulations or rulings issued thereunder, or any judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither Sponsor nor its counsel shall be liable if it is held that the Unit Owners are not entitled to such income tax deductions or to special exemptions as aforesaid due to changes in applicable law, regulation or decisional law. Neither counsel nor Sponsor shall have any liability should Unit Owners not be entitled to deductions if facts represented by Sponsor are not true.

A more detailed statement of the tax factors involved may be found in the COUNSEL'S TAX OPINION; however, each purchaser should consult with his or her own attorney with regard to tax consequences of this transaction.



THE LAW OFFICE OF CLAUDIA V. MURDOCH P.C.

ATTORNEY AT LAW
CLAV@CLAVLAW.COM

117 SEVENTH AVENUE
BROOKLYN, NY 11215

PHONE: (718) 569-0045
FAX: (718) 763-1095

OPINION OF COUNSEL REGARDING TAX STATUS OF THE RIDGE PARK CONDOMINIUM PURSUANT TO TITLE 13 NYCRR § 20.3(y)

The purpose of this document is to render an opinion with regard to 1) the availability of tax deductions for real estate taxes and mortgage interest under current federal, state, and city law; 2) the income tax status of the condominium; and 3) the condominium's compliance with New York State Real Property Law Section 339-(i).

This discussion assumes that the condominium in question, The Ridge Park Condominium, is a validly-formed condominium under New York's Condominium Act (Article 9B of the New York State Real Property Law) consisting of ten (10) Residential Units and one (1) Community Facility Unit.

1. Availability of Tax Deductions

A. Tax Deductions for Real Estate Taxes

Section 164(a) of the Internal Revenue Code has traditionally spoken to the issue of deductibility of real estate taxes: "Except as otherwise provided in this section, the following taxes shall be allowed as a deduction for the taxable year within which paid or accrued: (1) State and local, and foreign, real property taxes." I.R.C. § 164(a). The section further defines a State or local tax as "includ[ing] only a tax imposed by a State, a possession of the United States, or a political subdivision of any of the foregoing, or by the District of Columbia." I.R.C. § 164(b)(2). Indeed, the IRS's 2012 Instructions for Schedule A Itemized Deductions (Form 1040) specifically instructs at page A-6 that taxpayers may include state and local real estate taxes paid.

New York, as one of the original 13 states, arguably traces its statehood back to 1776, and ratified the present United States Constitution in 1788. Clearly, its statehood is well-established. New York's 1964 Condominium Act clearly establishes the conceptualization of condominium units as real property, stating, "each unit and its common interest, not including any personal property, shall be deemed to be a parcel and shall be subject to separate assessment and taxation." N.Y. REAL PROP. LAW §

339-y. Each condominium unit is accordingly assigned its own block and lot; purchasers of condominium units take ownership of their units pursuant to real property deeds. Furthermore, the Condominium Act explicitly states, “each unit, together with its common interest, shall for all purposes constitute real property.” N.Y. REAL PROP. LAW § 339-g. Therefore, New York state and city property taxes on condominium units constitute potentially deductible real property taxes for federal income tax purposes.

With regard to deductions, New York tax law generally follows the federal system: “If federal taxable income of a resident individual is determined by itemizing deductions from his federal adjusted gross income, he may elect to deduct his New York itemized deduction in lieu of his standard New York deduction.” N.Y. TAX LAW § 615(a). (Indeed, New York State’s 2012 Resident Itemized Deduction Schedule includes a line item for interest paid as reflected in the taxpayer’s federal Schedule A.)

On January 1, 2018, the new federal Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changes the previously existing Internal Revenue Code, including the taxes and deductions related to home ownership. The Federal Tax Cuts and Jobs Act of 2017 allows an itemized deduction of up to \$10,000.00 for the total of state and local property taxes and income or sales taxes. This maximum applies to both single and married filers.

It is therefore my opinion that owners of residential units in this condominium who itemize their deductions will be eligible to deduct real estate taxes paid on said units for federal income tax purposes as well as New York state and city income tax purposes, subject to the limits imposed by the Internal Revenue Code, the New York tax law, and the specific taxpayer’s personal situation. Each potential purchaser is strongly encouraged to consult with his or her own tax advisor concerning the deductibility of real estate taxes in his or her specific situation.

B. Tax Deductions for Mortgage Interest

Prior to January 1, 2018, the general Internal Revenue Code rule concerning interest has been, “There shall be allowed as a deduction all interest paid or accrued within the taxable year on indebtedness.” I.R.C. § 163(a). While subsection (h) disallowed deductions for personal interest (I.R.C. § 163(h)(1)), it also clarified, “For purposes of this subsection, the term ‘personal interest’ means any interest allowable as a deduction under this chapter *other than* (D) any qualified residence interest (within the meaning of paragraph (3))” (emphasis mine). I.R.C. § 163(h)(2). Paragraph (3) stated, “The term ‘qualified residence interest’ means any interest which is paid or accrued during the taxable year on (i) acquisition indebtedness with respect to any

qualified residence of the taxpayer, or (ii) home equity indebtedness with respect to any qualified residence of the taxpayer.” I.R.C. § 163(h)(3). “Acquisition indebtedness” is further defined as “any indebtedness which (I) is incurred in acquiring, constructing, or substantially improving any qualified residence of the taxpayer, and (II) is secured by such residence.” I.R.C. § 163(h)(3)(B)(i). The subsection limited acquisition indebtedness to \$1,000,000.00. I.R.C. § 163(h)(3)(B)(ii). “Home equity indebtedness” was defined as “any indebtedness (other than acquisition indebtedness) secured by a qualified residence to the extent the aggregate amount of such indebtedness does not exceed (I) the fair market value of such qualified residence, reduced by (II) the amount of acquisition indebtedness with respect to such residence.” I.R.C. § 163(h)(3)(C)(i). The subsection limited home equity indebtedness to \$100,000.00. I.R.C. § 163(h)(3)(C)(ii).

The Tax Cuts and Jobs Act of 2017 limits deductible mortgage debt to \$750,000.00 for new loans taken out after 12/14/17, and interest paid on home equity debt is no longer deductible through 12/31/25; interest is still deductible on home equity loans (or second mortgages) if the proceeds are used for substantial improvement of the residence.

Again, here, New York tax law allows individuals who itemize their deductions for federal income tax purposes to elect to deduct their New York itemized deductions in lieu of their standard New York deduction. N.Y. TAX LAW § 615(a).

Given the provisions above, it is my opinion that purchasers who intend to use their units in this condominium for residential purposes and who itemize their deductions will generally be able to deduct their home mortgage interest for federal and New York State income tax purposes subject to the limits imposed by § 163 of the Internal Revenue Code as modified by the Tax Cuts and Jobs Act of 2017. Unit owners are strongly advised to consult with their own tax advisors regarding the effects of the Tax Cuts and Jobs Act of 2017 on their tax burdens and their prospective real estate purchases. I express no opinion with regard to mortgage interest deductibility for purchasers of non-residential units or purchasers of units for non-residential reasons, such as investment or resale. Such purchasers are also strongly advised to consult with tax professionals to see if mortgage interest may be deductible for them and their purposes under other provisions of the Internal Revenue Code.

These materials are difficult even for practitioners to comprehend, as is evidenced by the plethora of clarifying Revenue Rulings and discussions surrounding the pertinent provisions of the Internal Revenue Code. Potential purchasers are **strongly** advised to consult with their own tax experts with regard to deductibility of mortgage interest, as § 163 contains several limitations on deductibility that may or

may not apply to a given taxpayer's specific situation. This opinion is only intended to render a general opinion; purchasers' or owners' specific situations are well beyond the scope of this document and require a far more tailored analysis.

2. Income Tax Status of the Condominium

The Internal Revenue Code exempts "homeowners associations" from income taxes, and defines a "homeowners association" as "an organization which is a condominium management association. . . if (A) such organization is organized and operated to provide for the acquisition, construction, management, maintenance, and care of association property; (B) 60 percent or more of the gross income of such organization for the taxable year consists solely of amounts received as membership dues, fees, or assessments from (i) owners of residential units in the case of a condominium management association. . . (C) 90 percent or more of the expenditures of the organization for the taxable year are expenditures for the acquisition, construction, management, maintenance, and care of association property. . . (D) no part of the net earnings of such organization inures. . . to the benefit of any private shareholder or individual, and (E) such organization elects (at such time and in such manner as the Secretary by regulations prescribes) to have this section apply for the taxable year." I.R.C. § 528. Additionally, the section states that, "the term 'condominium management association' means any organization meeting the requirements of subparagraph (A) of paragraph (1) with respect to a condominium project substantially all of the units of which are used by individuals for residences." I.R.C. § 528(c)(2).

"Substantially all" the Units will be considered used by individuals for residences if at least eighty-five percent (85%) of total square footage of all units within the project is used, or is intended to be used by individuals for residential purposes or purposes auxiliary to residential use, such as storage rooms, laundry and areas used by maintenance personnel. Given that this condominium consists of one (1) Community Facility Unit which will occupy the First Floor and Cellar Floor of this six-story structure, it is my opinion that this condominium as managed by its Board of Managers will *not* qualify as a homeowners association within the meaning of I.R.C. § 528 and will therefore *not* be exempt from income taxes, provided, of course, that the Board of Managers properly elects to file under § 528.

3. Discussion Regarding the Condominium's Compliance with New York State Real Property Law § 339-(i)

Real Property Law § 339-(i) governs allocation of common interest and provides four acceptable methods for allocating common interest among

condominium units. The allocation of common interest to the units in this condominium has been made pursuant to Real Property Law § 339-(i)(1)(iv), which allows for common interest to be “based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit.” N.Y. REAL PROP. LAW § 339-(i)(1)(iv). It is my opinion that this condominium’s allocation of common interest complies with Real Property Law § 339-(i)(1)(iv). This opinion is also based on expert factual determinations as required by § 20.3(i) of Title 13 NYCRR; specifically, Sponsor’s expert’s opinion included in the Offering Plan at the section entitled COMPLIANCE WITH REAL PROPERTY LAW 339-(i)(1)(iv).

4. Discussion Regarding Real Estate Tax Benefits

Sponsor has obtained an opinion from Metropolitan Realty Exemptions, Inc. (“MRE”), 118 Middleton Street, Brooklyn, New York 11206, dated November 16, 2020 and included in this Plan, as to the projected real estate taxes for all units for the first year after completion of construction and the eligibility of the condominium to obtain ICAP Tax Benefits for the community facility unit only. The explanation and projection prepared by the Sponsor’s tax abatement expert is expressly adopted by the Sponsor and the Sponsor’s attorney and included as part of this Offering Plan.

Conclusion

In my opinion, the condominium will not be eligible for tax-exempt status under I.R.C. § 528, but that unit owners will potentially be eligible for the real estate tax deductions and benefits described above. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, the Sponsor’s counsel, the Board of Managers of the condominium, the selling agent, or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law, or Internal Revenue Service rulings, or the New York State tax law, as amended, and cause the unit owners not to be entitled to income tax deductions or the benefits described above.

Sincerely,
Claudia V. Murdoch
Claudia V. Murdoch
November 30, 2020

RESERVE FUND

Sponsor is not creating a fund on closing to be used as a reserve for capital expenditures. However, the budget for the first year of condominium operation in SCHEDULE B includes a budgeted Capital Reserve Fund for repair and replacement of major systems or structural elements of the building. This budgeted item will start the gradual creation of a reserve fund. Unit owners will therefore be contributing to the Capital Reserve Fund through their common charges, beginning with common charge adjustments paid at the closings of their individual condominium units. (Unit owners will also, at closing, pay their contributions to the building's Working Capital Fund.) In the event a need arises for capital expenditures such as renewal or replacement of building components or systems, or to remedy major building defects, and the reserve fund is inadequate to pay for those expenditures, it will be necessary to raise needed capital either by assessing individual units or owners for the cost of such expenditures. However, in the Sponsor's estimation, and in view of the fact that all major building systems and components are new, it is anticipated that there will be no needed capital expenditures within the five (5) years immediately following the first closing of a condominium unit under the Offering Plan. While the Sponsor is in control of the Board of Managers, the reserve fund may not be used to reduce projected common charges in the Plan. Neither the Department of Law nor any other government agency has passed upon the adequacy of the fund.

WORKING CAPITAL FUND

At closing of title to each unit, the unit owner for such unit will contribute to the working capital fund of the Condominium an amount equal to two months' Common Charges (see CLOSING COSTS AND ADJUSTMENTS). This Working Capital Fund will be used to make repairs and improvements and for other appropriate purposes as determined by the Board of Managers, particularly to meet emergencies not budgeted for in SCHEDULE B. While the Sponsor controls the Board of Managers (see CONTROL BY THE SPONSOR), the Working Capital Fund will not be used to reduce estimated Common Charges.

The Working Capital Fund will not be reduced by any closing adjustments to the Sponsor. All closing adjustments to the Sponsor will be paid in equal monthly installments over the twelve (12) month period following closing. All adjustments represent reimbursement for prepayment of expenses already included in the budget set forth herein, and therefore do not represent an additional expense to Condominium Purchasers.

No representation is made that the Working Capital Fund will be adequate to cover current or future expenses. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase Common Charges or separately assess all Unit Owners. Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

IDENTITY OF PARTIES

SPONSOR: The Sponsor of this project is The Ridge Park LLC, a New York limited liability company formed on July 25, 2016 with offices located at 815A 51st Street, Basement, Brooklyn, New York. The Principals of the Sponsor are Wing Ken Chow, Roger Wai Ming Chan, Xing Zhou (“Xing Day”) and William Man Wai Wu, of the same address. Each of the Principals is an owner and investor in real estate with over 12 years of experience in real estate development in the Greater New York City area. Neither the Sponsor nor the Principals of the Sponsor have been the Sponsor or Principals of the Sponsor of an Offering Plan in the State of New York during the preceding five years, except as discussed below.

William Man Wai Wu has not been the Sponsor or Principal of the Sponsor of an Offering Plan in the State of New York during the preceding five years.

Wing Ken Chow and Roger Wai Ming Chan have previously been the Principals of the Sponsor of the following Offering Plan during the preceding five years:

- A. 33 Bay 26th Street, Brooklyn, NY 11214 (CD14-0344)
(ACCEPTED FOR FILING MARCH 30, 2015)

Wing Ken Chow, Roger Wai Ming Chan and Xing Zhou have previously been the Principals of the Sponsor of the following Offering Plan during the preceding five years:

- A. 26 Avenue P, Brooklyn, NY 11214 (CD17-0173)
(ACCEPTED FOR FILING JANUARY 19, 2018)

The Sponsors and the Principals of the Sponsors of the above Plans are current on their financial obligations to the above Condominiums, including but not limited to payment of common charges, taxes, reserve or working capital fund payments, assessments, payments for repairs and improvements promised in the Plans, and payments of underlying mortgages and loans for which units have been pledged or mortgaged.

There are no convictions, felony convictions, bankruptcies, injunctions or judgments against the Sponsor or Principals.

COUNSEL: Sponsor has engaged Claudia V. Murdoch, Esq. of The Law Office of Claudia V. Murdoch, P.C., 117 Seventh Avenue, Brooklyn, New York 11215 to prepare and file this Offering Plan. Sponsor has Allison G. Fung, Esq., with an address at 136-20 38th Avenue, Suite 11D, Flushing, New York 11354, to represent it in the conversion of the premises to condominium ownership. Ms. Fung will act as the Sponsor's closing attorney, and will be the escrow agent for Purchasers' down payments. Ms. Murdoch and Ms. Fung represent the Sponsor, not the Condominium, which is not represented by counsel.

ARCHITECT: The architect, Anthony James Lee, R.A., AJR Architecture PC, 265 Canal Street, Suite #307, New York, NY 10013, has examined the physical condition of the property and has rendered his report thereof as set forth in Part II starting at Page AR1. Mr. Lee has been an architect for approximately thirty years and has experience preparing narrative reports for condominium offering plans. The architect has no financial interest in the property, Sponsor, condominium, selling agent, or any other party interested in this transaction, except for his fee for services rendered in connection with his report, and except that Wing Ken Chow, one of the principals of the Sponsor, occasionally does expediting work for the architect.

SELLING AGENT: The Sponsor is the selling agent for the plan. The Sponsor has not previously been the selling agent for any offering of condominium or cooperative interests in real property in or from the State of New York.

MANAGING AGENT: The Sponsor will serve as the managing agent for the condominium. The Principals of the Sponsor, Wing Ken Chow, Roger Wai Ming Chan, Xing Zhou ("Xing Day") and William Man Wai Wu are all professionals in their own right in addition to owning and investing in real estate. Professionally, they work as a construction project manager, an office dental manager, director of an educational enrichment program, and as a self-employed chiropractor. Wing Ken Chow, Roger Wai Ming Chan, and Xing Zhou ("Xing Day") have previous real estate management experience by virtue of previously being principals of the Sponsor-Managing Agent in their prior offerings.

GENERAL

The Plan does not knowingly omit any material fact or contain any untrue statement of any material fact. Copies are contained in Part II hereof of the Condominium Declaration, Purchase Agreement, Condominium By-Laws, and form of Unit Deed.

There are no lawsuits or other proceedings now pending, or any judgments outstanding, either against the Sponsor or any other person or persons that might become a lien against the Property or that may materially affect this offering, the Property, Sponsor's capacity to perform all obligations under the Plan, the Condominium, or the operation of the Condominium, except as disclosed elsewhere in this Offering Plan.

No units in this building are occupied by residential or commercial tenants. No contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the units offered pursuant to the Offering Plan. No deposits or advances of funds have been taken by, or on behalf of, the Sponsor in connection with the reservation, sale, or transfer of any units offered pursuant to this Offering Plan.

The Property has not been the subject of any prior cooperative or condominium offerings. There are no preliminary binding agreements entered with any purchasers, nor has any money been collected from any prospective purchasers. There has been no market test pursuant to Cooperative Policy Statement No. 1.

In accordance with the provisions of the laws of the State and City of New York, the Sponsor represents that the Sponsor, and the Selling Agent, will not discriminate against any person because of race, creed, color, sex, sexual orientation, disability, age, marital status, national origin, or ancestry in the sale of the units offered by the Plan, or in the leasing of any apartment in the building.

Operable smoke detectors and carbon monoxide detectors will be installed in all apartments as per the New York City Administrative Code.

If there is a material amendment to the Offering Plan that adversely affects a purchaser, such purchaser shall have the right to rescind his/her purchase agreement within fifteen (15) days after the date of presentation by the Sponsor, which rescission shall be made by CERTIFIED MAIL - RETURN RECEIPT REQUESTED, and shall be deemed made on

the date when notice of rescission is deposited with the United States Post Office. Sponsor shall promptly return the deposit on contract to any purchaser who validly rescinds.

No person has been authorized to make a representation that is not expressly contained herein. This Plan may not be changed or modified orally.

DOCUMENTS ON FILE

Sponsors shall keep copies of the Offering Plan, all documents referred to in the Offering Plan, and all exhibits submitted to the Department of Law in connection with the Offering Plan on file and available for inspection without charge, and for copying at a reasonable charge, at the Sponsors' office as set forth in this Offering Plan, or at the office of the Sponsors' attorney, for a period of six (6) years from the date of first closing. The Sponsors shall deliver to the Board of Managers of the Condominium a copy of all documents filed with the appropriate recording office at the time of the first closing of a condominium unit.

REPORT TO UNIT OWNERS

The Board of Managers of the Condominium shall give annually to each and every Unit Owner:

- 1) Within four (4) months from the end of each fiscal year a financial statement. During the period the Sponsors are in control of the Board of Managers, there shall be a certified financial statement prepared by a certified public accountant or public accountant.
- 2) Prior notice of the annual Unit Owners meeting, which shall occur in March, and which notice shall be no less than thirty (30) days prior to the scheduled meeting.
- 3) A copy of the proposed annual budget of the Condominium, no less than thirty (30) days prior to the date set for adoption thereof by the Board of Managers. During the time the Board is controlled by the Sponsors, this budget shall be certified by a qualified budget expert.

SPONSOR'S STATEMENT OF BUILDING CONDITION

The Sponsor hereby adopts the DESCRIPTION OF THE PROPERTY AND SPECIFICATIONS set forth in Part II of this Offering Plan. With reference to such material, a licensed architect or engineer prepared the description of property and building conditions contained therein.

The Sponsor represents that it does not know of any defect or need for major repairs except as hereinafter set forth, and that, to the best of the Sponsor's knowledge, the following description accurately states the condition of the building and its equipment (see DESCRIPTION OF THE PROPERTY AND SPECIFICATIONS in Part II of the Plan).

The Property will be offered in its condition as described in this plan. Neither the Sponsor nor its Principal will have any obligation to make repairs or improvements except to the extent that the building or its systems do not conform to the conditions as described in the Plan. The Sponsor will cure, or cause to be cured, all violations of record against the Property on the closing date, eliminate all known dangerous or hazardous conditions, and comply with all work orders from mortgagees.

PART II

PURCHASE AGREEMENT

7504 Bay Parkway, Brooklyn, New York 11214

Purchaser(s) _____

Address _____

Home Telephone _____ Business Telephone _____

Purchaser's S.S.No _____

Purchaser's Attorney _____

Attorney's Address _____

Attorney's Telephone No _____

Broker _____ Telephone No _____

Unit _____ Common Interest _____ % Common Charges \$ _____

Cash Purchase Price \$ _____

Down Payment (herewith) \$ _____

Balance Due on Closing \$ _____

I RECEIVED THE PLAN, AS AMENDED, AT LEAST THREE FULL BUSINESS DAYS, AND HAVE READ BOTH PARTS I AND II OF THE PLAN, BEFORE EXECUTION HEREOF BY ME.

1. OFFERING PLAN READ. As Purchaser, I have received and read the Offering Plan of Condominium Organization (the Plan) with respect to premises located at 7504 Bay Parkway, Brooklyn, New York.

The Offering Plan for said premises, including all documents set forth in Part II thereof and any amendments thereto, is incorporated herein by reference with the same effect as if set forth at length. I hereby accept and approve the Plan (and all of said

amendments thereto, if any) and agree to abide and be bound by the terms and conditions thereof. The terms used herein shall have the same meanings as ascribed thereto in the Plan.

2. AGREEMENT TO PURCHASE. I hereby agree to purchase the above Unit and ____ percent of undivided appurtenant interest in the Common Elements of the Condominium in said premises.

3. DOWN PAYMENT AND BALANCE. Submitted herewith is my check to the order of "ALLISON G. FUNG, ESQ. AS ESCROW AGENT" for the amount of the above stated Down Payment. I agree that after the Plan becomes effective, as therein provided, I will pay the above-stated balance of said Cash Purchase Price on closing. The payment due on closing shall be by certified check or official check drawn on a New York City bank which is a member of the New York City Clearing Housing System. The check shall be delivered to the seller.

The Seller will give me prompt written notice thereof when the Plan either becomes effective or is abandoned, unless same has already been declared effective by a duly filed amendment to the Plan submitted to me.

4. MANNER OF PAYMENT AND BALANCE. Provided that I shall have paid the full Cash Purchase Price for said Unit, as provided herein, and shall not be in default hereunder, I am to receive a Deed for the Unit, at the Closing to this Unit. The date of the commencement of my obligations under such Deed, including the payment of Common Charges, shall be the date on which I acquire title to such Unit. At the time the deed is delivered, I shall execute the Power of Attorney to the Board of Managers of the Condominium in the form contained in the Plan and whatever other documents are reasonably necessary to convey the Unit to me, such as real property transfer tax forms.

5. PAYMENTS HELD IN TRUST AT NAMED BANK. The Seller will hold all monies received by it directly or through its agents, employees or escrow agent, in trust, in compliance with the trust fund provisions of section 352-h and section 352-e(2)b of the General Business Law, until actually employed in connection with the consummation to the Offering Plan. All such monies will be deposited with JP Morgan Chase Bank, a bank authorized to do business in the State of New York, at its branch located at 39-01 Main Street, Flushing, New York 11354. The name of the account is ALLISON G. FUNG, ESQ. MASTER ESCROW ACCOUNT. The funds so deposited will be released by the escrow agent, an attorney at law, only for the purposes of, and in conformity with the consummation of this Plan, or returned to me as herein provided. Unless the Escrow Account is of an IOLA type, I shall be entitled to any interest earned

on the sums deposited by me unless otherwise agreed to by the parties hereto. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account. The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured.

All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account set forth herein. However, Purchaser 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 the Purchaser is entitled to a rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras (except for any unexpended portion of sums deposited for such purpose), provided the Offering Plan is consummated. In the event the plan is abandoned by the Sponsor, all sums deposited with the Sponsor, including those used for upgrades or extras, shall be returned to the Purchaser. See the PROCEDURE TO PURCHASE Section of this Offering Plan for a more complete explanation.

The Escrow Agreement is attached hereto as Exhibit B.

6. THIS PARAGRAPH HAS BEEN INTENTIONALLY OMITTED.

7. THIS AGREEMENT IS CONTINGENT. It is agreed that this Purchase Agreement is contingent upon the Plan being declared effective.

8. ABANDONMENT OF PLAN. The Plan may be abandoned by the Seller at any time prior to its being declared effective, and thereafter only for reasons heretofore set forth in the Plan. The Plan shall be abandoned by amendment duly filed with the Department of Law of the State of New York and upon notice to all prospective purchasers who have signed the Purchase Agreement.

9. REFUND AND LIMITATION ON CLAIMS. If the Plan is abandoned or does not become effective within twelve (12) months from the date of presentation and is not extended, this Agreement shall be deemed canceled and the Plan terminated and I am to receive back, not later than five (5) days thereafter, in full, all monies paid by me hereunder. Upon such payment no party shall have any claim against any other party or person, the Sponsor, the Seller, or the agent, and all parties shall be released from all obligations hereunder and under the Plan.

10. DEFAULT AND LIQUIDATED DAMAGES. I agree that if I shall fail to pay the balance of the Cash Purchase Price when due, as herein provided, or, if I am otherwise in default hereunder as such term is defined herein, the Seller may elect to cancel this Agreement by written notice to me at my residence or at the address stated above, by certified mail, and at the expiration of 30 days after the date of mailing thereof (unless I shall have theretofore paid the balance of the Cash Purchase Price in full) said notice shall be effective and this Agreement shall be deemed canceled and all rights of the parties thereunder shall terminate except that the amount of my Down Payment shall be paid over to the Seller as liquidated damages, such liquidated damages not to exceed 10% of the Cash Purchase Price plus the cost of any special work in the Unit ordered by me, together with any interest earned thereon. However, it is not anticipated that any interest will be earned. TIME IS OF THE ESSENCE TO REMEDY SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. The notice of default is hereby deemed a notice to vacate as well if I occupy the Unit under the terms of an Interim Lease. In the event of such cancellation, the Seller shall have the right to sell said Units to another purchaser as though this Agreement had never been made and without accountability to me for the proceeds received on any sale to another.

11. CLOSING DATE AND PLACE. The closing of title shall occur on the date and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice. Sponsor shall have the right, from time to time, to adjourn such time and date for closing on written notice to Purchaser. If adjourned, Sponsor shall fix a new date and time for title closing and shall give Purchaser not less than ten (10) business days-prior written notice of the new scheduled date and time for closing.

In the event that a Purchaser does not close on the Closing Date set forth in the Notice of Closing, 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 Unit, 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 amount owing towards the full purchase price.

12. APPORTIONMENT OF CHARGES. At the Closing, the parties shall apportion, as of 12:01 am on the day of actual closing, the Common Charges, real estate taxes and other charges under the By-Laws, utility charges (if any) due to the Condominium and the use and occupancy charge, if any, to the Unit. Assessments will not be apportioned and will be payable by the party who is the owner of the Unit when the same became

due and payable. A letter from the Condominium or its Managing Agent as to status of Common Charges, utility or other charges shall be sufficient for purposes of determining the adjustments as herein described.

In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the New York Condominium Act, it is specifically understood that such credit will inure to the benefit of the Sponsor. Accordingly, on the Closing Date, I will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount financed, if any. The Sponsor will be reimbursed to the extent of any mortgage tax credit allowed.

13. CLOSING COSTS. Purchaser shall be responsible for paying all costs as outlined in the Section of this Offering Plan entitled Closing Costs and Adjustments.

14. ENTIRE AGREEMENT, OPPORTUNITY TO EXAMINE, NON-ASSIGNABILITY. This Agreement is the entire contract between the parties hereto as set forth herein and in the Plan and as the Plan may be amended from time to time. The only representations made to me are those contained herein and in the Plan, as may be amended. I have not relied upon any representations, statements, or warranties, written or oral, as to any matter or estimate that is not set forth herein and in the Plan. I have had at least three days to read and review the Offering Plan and all amendments and have had the opportunity to examine all the documents filed as Exhibits, volume A, B and C to the Plan. This Agreement is not assignable by me without prior written consent of the Seller and shall bind and apply to the parties hereto and their personal legal representatives, successors and assigns and may not be amended, changed or discharged orally.

15. CONFLICTS WITH THE PLAN. Conflicts between this Agreement and the Plan shall be resolved in favor of the Plan.

16. CONDITIONS FOR BINDING AGREEMENT. This Agreement shall not be binding on me or on the Seller until a fully executed copy thereof shall have been delivered to me. If this Agreement shall not be accepted within twenty (20) days of the date hereof by the delivery to me of such endorsed and fully signed copy, this Purchase Agreement shall be deemed to be rejected and canceled and my deposit shall be promptly refunded to me.

17. CONDITIONS FOR CLOSING. It is a condition of this closing that:

(a) There shall be no claims or liens against the Unit at the time of the Closing,

except for Permitted Encumbrances as described in the Plan; and
(b) The Seller has full right and authority to sell and transfer the Units.

18. WHEN TITLE PASSES. I shall acquire no right, title or interest in the aforesaid Unit until (i) the entire Cash Purchase Price has been paid in accordance with the terms hereof, and (ii) I have otherwise performed, observed and complied with the terms and conditions of this Agreement.

At the Closing of Title the Seller shall deliver to me a bargain and sale deed, with covenants against the grantor's acts, conveying the Unit to me such deed to be in the form contained in Part II of the Plan, executed and acknowledged by the Seller in form for recording.

19. IDENTIFICATION OF PURCHASER. I represent that I am a person over 18 years of age. The term "I" shall read as "we" and "purchaser" shall be read as "purchasers" if more than one person are purchasers, in which case our obligations shall be deemed joint and several. I further represent to the Condominium and to all of the persons to who are Unit Owners that I am purchasing the Unit for my own account and that Sponsor will have no interest, direct or indirect, in the Unit being purchased hereunder.

20. BONA FIDE PURCHASER. I certify that I have agreed in good faith to purchase the above-described Unit with no discriminatory re-purchase Agreement or other discriminatory inducement.

21. AGREEMENT SUBJECT TO MORTGAGES. I agree that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage or development loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, incidental thereto, or to protect the security thereof, to the full extent hereof without the execution of any further legal documents by me. The subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this paragraph, however, on the Closing Date the only mortgage to which the Unit will be subject will be the mortgage(s) obtained by me.

22. MORTGAGE FINANCING. This Contract will be conditional on Purchaser

obtaining such loan in an amount not more than \$
from an institutional lender. Purchaser shall apply for said loan within five (5) business days after receipt of a fully executed copy of this Contract, and shall have forty (40) days from the signing of said Contract to obtain said mortgage commitment. Purchaser agrees to accept any commitment offered by the aforementioned lending institution provided same is in at least the amount set forth above, and the purchaser has reasonably determined he/she can satisfy the conditions set forth therein. In the event Purchaser fails to obtain such commitment within forty (40) days from the date of execution of the Contract, either party may cancel this Purchase Agreement on five (5) business days written notice to the other party, whereupon this Purchase Agreement shall become null and void, and the down payment shall be returned to the Purchaser. If the financing commitment lapses or expires prior to closing and the Purchaser has made a good faith effort to extend the commitment but has been unable to do so, then so long as the Purchaser notifies the Sponsor within five (5) business days of the lending institution's refusal to extend the commitment, the Sponsor shall grant to the Purchaser a right of rescission. **IN THE EVENT THAT SPONSOR'S ATTORNEY DOES NOT RECEIVE SUCH NOTICE OF FAILURE TO OBTAIN FINANCING WITHIN FIVE BUSINESS DAYS AFTER EXPIRATION OF THE FORTY-DAY-PERIOD SET FORTH ABOVE (OR ANY EXTENSION THERETO), PURCHASER SHALL BE REQUIRED TO CLOSE WHETHER OR NOT PURCHASER RECEIVES FINANCING.**

23. AMENDMENTS. After acceptance of my Purchase Agreement and so long as I am not in default hereunder, there shall be no change in the amount of the Cash Purchase Price, size or layout of the Unit I intend to purchase, without my written consent first being obtained. If there is a material change in the size or quality of common areas, I shall be given written notice thereof by certified mail, return receipt requested, and I shall have fifteen (15) days therefrom to rescind my Purchase Agreement and obtain return of my Down Payment by so notifying the Sponsor or Selling Agent in writing by certified mail, return receipt requested. Notice of an amendment may also be given by overnight delivery service, or fax, and regular mail, and shall be deemed made when received, or when delivery is attempted. Notice of an amendment hereunder may be made by delivering a copy thereof and notice of its acceptance for filing to the attorney for the purchaser rather than directly to the purchaser in the form or manner set forth above.

24. CAPTIONS. The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit or described the scope of this Purchase Agreement or the intent of any provision hereof.

25. RECORDING OF DEED AND POWER OF ATTORNEY. At the Closing of Title, I will deliver the executed deed received from Seller and an executed and acknowledged power of attorney to the representative of the title company, if any, or to Seller for recording in the Office of the Register of the City of New York, County of Kings, together with any recording and/or filing fees. Such deed and power of attorney will be in the form set forth in the Plan.

26. RISK OF LOSS. Risk of loss from fire or other casualty remains with the Sponsor until title has passed unless and until the purchaser is given the right of possession of that unit pursuant to a written agreement with the Sponsor. The Sponsor will notify a purchaser whether or not it (the Sponsor) will repair any damage resulting from a casualty prior to the closing of a unit within 15 days of said casualty. In the case of an interim lessee, if the Sponsor is not obligated to repair any such damage, the Sponsor will make insurance proceeds available to the interim lessee purchaser, subject to the rights of the condominium Board.

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

28. EXECUTION OF FORMS. It shall be a condition of this contract that I shall execute and deliver to the Sponsor's attorney all forms and papers required by the State of New York and City of New York in connection with the purchase of the Unit including but not limited to the "RPT" form.

29. LAWS. The laws of the State of New York shall govern this transaction.

30. PURCHASER'S REMEDIES. In the event that the Sponsor shall for any reason (except for willful default) be unable to convey and deliver the Unit in accordance with 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 downpayment 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 the Plan shall be construed to waive a Purchaser's right to abrogate Sponsor's obligations under Article 23-A of the

GBL.

31. APPLIANCES AND EQUIPMENT. The Unit is being sold unfurnished, without window blinds or shades and will contain only the appliances and equipment described above and in the Plan. Furniture, wall coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale. Residential Units will be offered with surface treatments as are specified in the DESCRIPTION OF PROPERTY AND BUILDING CONDITION set forth in the Offering Plan. Purchaser will be responsible for any repainting and touch-ups necessitated from moving in. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Units dimensions and arrangement, and Purchaser should not rely thereon. Sponsor shall not be liable for minor variations from any floor plans or sketches.

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 addendum to this Agreement or separate agreement).

32. CONSTRUCTION

A. The construction of the building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the architectural "plans and specifications" (defined in the Plan), subject to the right reserved by Sponsor to modify and amend the Plan and the "plans and specifications" in order to substitute materials, equipment or fixtures of equal or better quality and design, provided only 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 variations from the Plan and "plans and specifications" as indicated in the Plan in "RIGHTS AND OBLIGATIONS OF THE

SPONSOR," and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in said section.

33. PRE-CLOSING WALK-THROUGH 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 a standard pre-closing walk-through 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/her duly authorized agent shall attend such walk-through and shall complete, date and sign the Inspection Statement (in the form set forth as Exhibit A to this Agreement) and deliver same to the Selling Agent at the conclusion of the walk-through. 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 THE SPONSOR."

34. 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's Attorney as indicated in this Plan. Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch station or depository maintained by the U.S. Postal service in the City and State of New York, except that a notice of change of address shall be deemed given when actually received. Notice may also be given by overnight delivery service or e-mail and regular mail, and shall be deemed effective when received or when delivery is attempted. Any notice required to be given hereunder may be given to the attorney of the respective parties.

35. BROKER. Purchaser represents to Sponsor that the Selling Agent is the only broker or sales agent with who 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 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 35 shall survive the Closing.

36. ASSIGNMENT AND RECORDATION. This contract may not be assigned or recorded, and any proposed assignment or recordation without express written permission of the Seller shall be deemed a default hereunder entitling Seller to cancel the contract and retain all sums deposited pursuant hereto. Sponsor at Sponsor's option may allow Purchaser to assign a contract; in the event of such assignment Purchaser shall pay an assignment fee of \$1,500.00.

37. NO LIEN. No lien or encumbrances 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.

38. INVALIDITY. Invalidity or unenforceability of any portion or portions of this Agreement shall not affect the validity or enforceability of the other portions, which shall all be deemed valid and enforceable to the fullest extent of the law.

39. 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.

40. COUNTERPART AND PDF ACCEPTABLE. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which when taken together shall constitute one original. Delivery via facsimile or PDF transmission of a counterpart of this Agreement as executed by the parties making such delivery shall constitute good and valid execution and delivery of this Agreement for all purposes.

41. SMOKING POLICY. Pursuant to Local Law 147, the subject premises' smoking policy is consistent with the Smoke Free Air Act ("SFAA"), which is the current law governing smoking in class A multiple dwellings. This building prohibits smoking or using electronic cigarettes in common indoor areas of the building. Smoking and electronic cigarette usage is permitted in private apartments, outdoor common areas, and outdoor limited common elements. Purchaser acknowledges and agrees to abide by this policy.

DATE: _____, 20____.

Purchaser

Purchaser

APPROVED AND ACCEPTED
THE RIDGE PARK LLC

By: _____
Name:
Title:

ESCROW AGENT:

By: _____
Name: Allison G. Fung

EXHIBIT A
PRE-CLOSING INSPECTION STATEMENT
(Not to be completed until pre-closing walk-through inspection)

We/I, the named purchaser/s in a contract for Unit _____ at 7504 Bay Parkway,
Brooklyn, New York, certify that we/I have this day inspected said unit, and agree to
accept same in its present condition, subject to completion or repair of the items set
forth on the list attached hereto.

The attached list of repair items is consented to, and we agree to complete same prior to
closing.

APPROVED AND ACCEPTED
THE RIDGE PARK LLC

By:

EXHIBIT B
ESCROW AGREEMENT FOR CONTRACT DEPOSIT

AGREEMENT made this _____ day of _____, 20____, by and among _____ ("PURCHASER"), THE RIDGE PARK LLC ("SPONSOR") as Sponsor of the Offering Plan, and ALLISON G. FUNG, ESQ. ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR has filed the Offering Plan with the Attorney General to offer for sale condominium units at the premises located at 7504 Bay Parkway, Brooklyn, New York, subject to the terms and conditions set forth in the Plan; and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Section 352-e(2-b), 352-(h) and the Attorney General's regulations promulgated thereunder; and,

WHEREAS, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (referred to herein as "Deposit") pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 ESCROW AGENT has established an escrow account for the purpose of holding the Deposit made by PURCHASER pursuant to that certain purchase agreement for the purchase and sale of Unit(s) _____ at premises 7504 Bay Parkway, Brooklyn, New York at JP Morgan Chase Bank, N.A., a bank authorized to do business in the State of New York, at its branch located at 39-01 Main Street, Flushing, New York 11354. The name of the account is ALLISON G. FUNG, ESQ. MASTER ESCROW ACCOUNT.

1.2 ESCROW AGENT has designated the following attorneys to serve as signatories: ALLISON G. FUNG, ESQ. All designated signatories are admitted to practice law in the State of New York. All of the signatories on the Escrow Account have an address of 136-20 38th Avenue, Suite 11D, Flushing, New York 11354, and a telephone number of (718) 321-7000.

1.3 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.4 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing.

1.5 The escrow account is an IOLA established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments that identify the payor, shall be placed into the Escrow Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of ALLISON G. FUNG, ESQ. AS ESCROW AGENT, pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby and which cannot be deposited into such Escrow Account shall be returned to PURCHASER promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of the Deposit, the instrument shall not be deemed to have been delivered to Escrow Agent pursuant to the terms of this Agreement.

2.2 ESCROW AGENT is hereby obligated to send a notice of all Deposits received by ESCROW AGENT to PURCHASER within ten (10) business days of receipt of same. Such notice shall set forth the Bank, the account number, and initial interest rate, if any, earned thereon. If the PURCHASER does not receive notification of such deposit within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with these regulations and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

3.1 Under no circumstances shall SPONSOR seek or accept release of the Deposit of PURCHASER to SPONSOR until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan shall not relieve SPONSOR or ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-e(2-b) and 352-h.

3.2. ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

3.2.1 pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement upon closing of title to the unit;

3.2.2 in a subsequent writing signed by both SPONSOR and PURCHASER;
or

3.2.3 by a final, non-appealable order or judgment of a court.

3.3 If ESCROW AGENT is not directed to release the Deposit pursuant to paragraph 3.2 above, and ESCROW AGENT receives a request by either SPONSOR or PURCHASER to release the Deposit, then ESCROW AGENT must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If ESCROW AGENT has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and ESCROW AGENT shall provide further written notice to both PURCHASER and SPONSOR informing them of said release. If ESCROW AGENT receives a written notice from either PURCHASER or SPONSOR objecting to the release of the Deposit within said thirty (30) day period, ESCROW AGENT shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3.2 above. Notwithstanding the foregoing, ESCROW AGENT shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the county where the unit is located and shall give written notice to both SPONSOR and PURCHASER of such deposit.

3.4 SPONSOR shall not object to the release of the Deposit to:

3.4.1 PURCHASER, if PURCHASER timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.4.2 PURCHASER after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the Escrow Account for seven (7) years after release of the Deposit.

4.2 Upon the dissolution of a law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm, or by the successor firm and shall notify the New York State Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the ESCROW ACCOUNT under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and PURCHASER, and ESCROW AGENT acknowledges its fiduciary and statutory obligations pursuant to GBL§§ 352(e)(2-b) and 352(h).

5.3 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that 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, using such transmittal forms as required by ESCROW AGENT.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

6.3 SPONSOR shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from PURCHASER and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled by either:

7.1.1 Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. PURCHASER shall be deemed to have consented to such cancellation;

7.1.2 The resignation of ESCROW AGENT, which shall not take effect until ESCROW AGENT is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to PURCHASER of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefor.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2 above, ESCROW AGENT shall deliver the Deposit held by ESCROW

AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

8.1 This Agreement shall be binding upon SPONSOR, PURCHASER, and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

10.1 Prior to release of the Deposit, ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11. SEVERABILITY.

11.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION.

12.1 SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of ESCROW AGENT. This indemnity

includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. ENTIRE AGREEMENT.

13.1 This Agreement, read together with GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:
ALLISON G. FUNG, ESQ.

By: _____
Name: Allison G. Fung
Title: Escrow Agent

SPONSOR:
THE RIDGE PARK LLC

By: _____
Name:
Title: Principal of the Sponsor

PURCHASER:

By: _____
Name:

UNIT DEED
Bargain and Sale Deed with Covenants Against Grantor's Acts

THIS INDENTURE made the day of , 20 , between THE RIDGE PARK LLC, 815A 51st Street, Basement, Brooklyn, New York 11220 (hereinafter "Grantor"), and , (hereinafter "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, and the heirs or successors and assigns of the Grantee, forever:

The Unit described in the attached Schedule A.

TOGETHER with any strips or gores adjoining the above described premises on any of the sides thereof;

TOGETHER with an undivided percent interest in the Common Elements of the Property described in said Declaration (hereinafter called the "Common Elements");

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

TOGETHER with an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Units;

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

TOGETHER with and subject to all easements of necessity in favor of the Unit, or in favor of other Units, or the Common Elements;

SUBJECT to easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of construction of the Buildings, or as a result of repair or restoration of the Buildings, or any adjoining Unit, or of the Common Elements, after damage, condemnation, or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by, or with the consent of, the Board of Managers so that any such encroachments may remain so long as the Buildings shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units.

TOGETHER with and subject to easements, rights of way, restrictions and encumbrances created by the Declaration for THE 7504 BAY PARKWAY CONDOMINIUM recorded in the Office of the City Register of the City of New York on the day of , 20 , at CRFN .

SUBJECT to the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the Office of the City Register of the City of New York, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having time, any interest, or estate in the Unit, as though such provisions were recited and stipulated at length herein;

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

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

The use for which the Unit is intended is that of a residence and/or professional office as permitted by the By-Laws and the Declaration.

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 the Condominium Act shall control.

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

IN WITNESS WHEREOF, the Grantor has duly executed this Deed the day and year first above written.

THE RIDGE PARK LLC

By:

Name:

Title:

STATE OF NEW YORK)
COUNTY OF) SS.:

On the day of , 20 , before me, the undersigned personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

POWER OF ATTORNEY

THE UNDERSIGNED, the Owner of Unit No. _____ in the Condominium known as THE RIDGE PARK CONDOMINIUM, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration recorded the _____ day of _____, 20____, in the Office of the City Register of the City of New York at CRFN _____ in the floor plan of file as Map No. _____, do hereby nominate, constitute, and appoint persons who may from time to time constitute the Board of Managers of THE RIDGE PARK CONDOMINIUM jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate, or otherwise, on behalf of all Owners of Units whose Owner in said Property, in accordance with their Common Interests, any Unit whose Owner desired to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners in all other assets of the Condominium as defined in the aforementioned Declaration, or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do, if the undersigned were personally present. In more particular delineation of, but not in derogation or limitation of, the power set forth above, the Board of Managers, notwithstanding bankruptcy of any Unit Owner, specifically has the power to do any act or thing, and execute any document necessary to effectuate the purposes set forth in the Declaration referenced above including, but not limited to, Amendment of said Declaration, execution of the Deed conveying condominium property, filing for a severance of tax lots, and any other document or thing reasonable or necessary to effectuate the aforementioned purposes.

The acts of majority of such persons shall constitute the acts of said attorneys-in-fact.

The Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20____.

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me, the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

SAMPLE INTERIM LEASE

AGREEMENT made this day of , 20__ between THE RIDGE
PARK LLC, (hereafter SPONSOR) and , (hereinafter
PURCHASER);

WITNESSETH:

WHEREAS, SPONSOR is the Sponsor of a condominium conversion of premises located at 7504 Bay Parkway, 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 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 Offering Plan.

- 6) PURCHASER shall pay all utility costs and make any repairs to the apartment for which s/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 of the Purchase Agreement that is not cured within 15 days after notice thereof, or rescission by PURCHASER, 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 \$_____ per day for each day s/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. 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. Any such default will terminate PURCHASER'S right to use and occupancy, and will also terminate PURCHASER'S right to purchase the apartment, and may result in loss of the down payment.

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) 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.

13) Pursuant to Local Law 147, the subject premises' smoking policy is consistent with the Smoke Free Air Act ("SFAA"), which is the current law governing smoking in class A multiple dwellings. This building prohibits smoking or using electronic cigarettes in common indoor areas of the building. Smoking and electronic cigarette usage is permitted in private apartments, outdoor common areas, and outdoor limited common elements. Purchaser acknowledges and agrees to abide by this policy.

IN WITNESS WHEREOF, the parties hereunto set their hands this
day of _____, 20____.

SPONSOR

THE RIDGE PARK LLC

PURCHASER

TAX ESCROW AGREEMENT

AGREEMENT made this 5th day of March, 2020, by and THE RIDGE PARK LLC (hereinafter "Sponsor"), and THE BOARD OF MANAGERS OF THE RIDGE PARK CONDOMINIUM (hereinafter "The Board");

WITNESSETH:

WHEREAS, Sponsor is the Sponsor of the Offering Plan for the conversion to condominium ownership of the land and building located at 7504 Bay Parkway, Brooklyn, New York; and,

WHEREAS, The Board is The Board of Managers charged with governing the operation of said condominium; and,

WHEREAS, the individual condominium units located at the aforementioned property have not been separately assessed for real estate tax purposes prior to the closing of the first unit located thereat; and,

WHEREAS, pursuant to the terms of the Offering Plan for said condominium conversion Sponsor desires to secure their obligation to pay real estate taxes for the unsold units;

NOW, THEREFORE, the parties agree as follows:

1. On the first closing of a unit at the premises, Sponsor will deposit in escrow with The Board in a special segregated escrow account to be maintained by The Board in The Board's own name, an amount equal to real estate taxes attributable to the unsold units for the six month period immediately following such closing.
2. The Board is irrevocably authorized to pay such real estate taxes as are assessed against the premises from the escrow account when such taxes are due and payable.
3. The funder of the escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment.

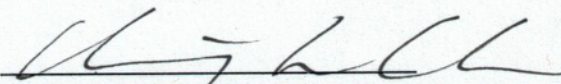
4. Upon each subsequent closing of the units, the Sponsor may collect the estimated amount of taxes attributable to such unit for the balance of the six month period from the purchaser thereof.

5. If the escrow was kept in an interest-bearing account, the interest earned thereon belongs to the Sponsor.

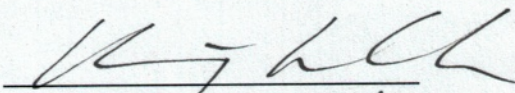
6. The escrow account shall be maintained in accord with all laws, rules, and regulations of the State of New York, specifically including, but not limited to, the General Business Law, and shall be deemed held for the benefit of the condominium.

IN WITNESS WHEREOF, the parties set their hands the date above first written.

THE RIDGE PARK LLC

By: 
Name: WING KEN CHOW
Title: Manager Member

THE BOARD OF MANAGERS OF THE
RIDGE PARK CONDOMINIUM

By: 
Name: WING KEN CHOW
Title: MANAGER

Section 20.7- Description of Property and Specifications

(A) Location and Use of Property

1. 7504 Bay Parkway, a/k/a 2174 Bay Ridge Parkway, Borough of Brooklyn, County of Kings, City and State of New York. BEGINNING at a point on the northerly side of Bay Parkway, from the corner formed by the intersection of the westerly side of Bay Ridge Parkway; RUNNING THENCE northerly parallel with Bay Ridge Parkway, 100 feet THENCE westerly parallel with Bay Parkway, 33 feet 8 inches THENCE southerly parallel with Bay Ridge Parkway, 100 feet THENCE easterly 33 feet 8 inches to the point or place of BEGINNING.
2. Block: 6230 Lot: 39
3. Zoning District: R6, as per N.Y.C. Zoning Resolution.
4. Proposed designed uses are UG 4A (House of Worship) and UG 2 (Residential). The property and proposed use will comply with all zoning and use requirements at closing.

(B) Status of Construction

1. Scope of work – The construction of a six-story plus cellar mixed use building. The building is currently under construction. The anticipated substantial completion day is March 2021.
2. Building Construction class is Class 1-B. Fire protection of building elements are the following:
 - Structural Frame - 2 hours fire rating.
 - Bearing wall for exterior and interior - 2 hours fire rating.
 - Nonbearing wall s & partitions for exterior - 1 hour fire rating.
 - Nonbearing walls and partition for interior do not require fire rating.
 - Floor construction - 2 hours fire rating.
 - Roof construction - 1 hour fire rating.
 - Unit separation walls and stair enclosure walls - 2 hours fire rating.
3. The sponsor has an obligation to obtain a Certificate of Occupancy when the construction is completed. The estimated date for the sponsor to obtain certificate of occupancy is in March 2021.
4. The architecture and structure plans were approved by the Department of Building of New York City and work is being performed as per New Building Application under Permit #321193588. Mechanical, plumbing and sprinkler works were also filed under permit # 321193588. Builders Pavement Plan Application number is #340555054. Building is filed to comply with NYC 2014 Building Code.
5. The Architect of record is Anthony James Lee, New York State Registered Architect.

6. Sponsor is required to obtain temporary certification of occupancy prior to units closing. Sponsor will obtain final certificate of occupancy at his/her most effort.

(C) Site Conditions

1. Lot size is 33'-8" wide X 100' deep with a total area of 3,367 SQ. FT. An architecture survey was furnished by Roguski Land Surveying, P.C. dated 10-25-2016.
2. The building is a mixed use and it consists of six-story and a cellar. First floor and cellar are use as house of worship. Second to sixth floor consist of 10 dwelling units. The cellar consists of utility meter rooms, sprinkler room, refuse rooms, religious class rooms, an office and toilet rooms. The religious classrooms and the office at cellar are used in conjunction with ~~(the)~~ house of worship on first floor.
3. There are no streets owned or maintained by the project. Bay Parkway is a public road 100'-0" wide with two-way traffic with 20' wide new concrete sidewalk and concrete-faced curb. Bay ridge parkway is a public road 100'-0" wide with two-way traffic with 15' wide new concrete sidewalk and concrete-faced curb. Street drainage is good. Street lighting is Standard lighting which is provided by Department of Transportation. Normal Street light exists.

(i) to (v) are not applicable.

4. Drives, sidewalks and ramps;
 - (1) Street paving: Asphalt paving per City of New York Standard.
 - (2) Curbing: New concrete curb per City of New York Standard.
 - (3) Sidewalk: The sidewalk shall be new, free of tripping hazard & water pond. The condominium shall be responsible for maintaining the sidewalks per the requirement of DOT or AHJ.

The handicapped ramp access to the public sidewalk is located at the corner of Bay Parkway & Bay Ridge Parkway. The handicapped ramp is pre- existed. Therefore, the new concrete sidewalk shall be ADA compliant.

The new sidewalk is sloped to the street as to drain water away from the building foundation.

The exterior finished grades shall be sloped to drain water away from the foundation walls of the building.
 - (4) Catch basins, drainage: total of 4 roof drains within the building. 2 roof drains are located on 2nd floor roof and 2 roof drains are on the top roof.
 - (5) Street lighting: The street lighting is pre-existed and layout in a standard way according to the City of New York which are providing by the City of New York. The lamp is Metal Halide.

(D) Utilities

1. There shall be a new 6" diameter combined sewer line for storm and sanitary discharge for the building. The combine sewer will be connected to existing NYC sewer line from street. Consolidated Edison Company supplies electric, each individual unit will have its own meter installed by Con Edison and bill by Con Edison individually. Optimum supplies phone services, each individual unit will pay for his/her own cable and telephone service. National Grid supplies gas services, each individual unit, except the house of worship, will have its

own gas meter installed by National Grid and bill by National Grid individually. There will be a new 2" domestic water main and a 4" sprinkler service for the building, operated by New York City DEP. One NYC DEP approval water meter for the entire building will be installed by sponsor. The water meter is solely the obligation of the board of management of the condominium and it will be paid by common charge collecting from each unit. Separate metering will be provided for each unit for electric and gas.

(E) Sub-soil Conditions

1. Excavations for new foundation have shown that the soil is of brown fine to medium with trace silty fine medium gravel (NYC 09-65), and the no water table is evidence to 33'-0" below grade. The site is not located in the Flood Plain Map.
The Soil description in this general area is medium fine brown sand The NYC Building Code class of material is "SP class 3b" with an allowable bearing pressure of 3 tons per Square foot. The boring report was prepared by Big Apple Testing located at 9 Brookly New Hyde Park, NY 11040. Boring report was prepared on May 1, 2017.
The foundation of the building is concrete wall and sits on concrete footings. The ground surface area of the site is stable. The site is not located within FEMA destination; it is outside the flood plain. There is no sight of danger from flooding either due to water table or overflow from other bodies of water.
There are no land subsidence, expansive soils, hazardous materials, and/or environmental restrictions present on the property. There is no water table found according to the soil boring report down to thirty three feet deep.

(F) Landscaping and Enclosures

1. Parapet Wall
 - (a) On the main roof, the continuous 3'-6" height parapet wall run parallel to Bay Ridge Parkway along the adjacent building. There are also 3'-6" height parapet wall on the corner of Bay Parkway and Bay Ridge Parkway as well as on the corner of Bay Ridge Parkway and the Rear exterior wall parallel to the Bay Parkway. There are 3'-6" height glass guard rail in between the parapet walls on Bay Parkway, Bay Ridge Parkway, and rear façade.
 - (b) On the 2nd floor roof, a continuous 3'-6" height masonry parapet wall run along the roof.
2. There are no display pools and fountains.
3. There are no existing street trees on site. Total of five trees are required according to New York City Zoning Resolution. Sponsor will pay five tree fund to Park & Recreation Department to satisfy the requirement.
4. Grass cover: there will be grass planting areas in the front yard along Bay Parkway.
5. Plantings: there will not be any planting for front yard.
6. Fencing: There is 4' high iron steel fence enclosure around front yard and rear yard. All steel fence shall be painted with one coat of enamel primer and one coat of enamel finish paint.
7. Garden: no garden.

8. Retaining wall: None.

(G) Building Size

1. Building is 65' height to the top roof above mean curb elevation.
2. There is no crawl space.
3. Building has one cellar.
4. Building consists of a cellar, 1st floor to 6th floor. The finished ceiling height from finished floor to ceiling is 12'0" on 1st floor, 8'-0" on 2nd floor to 6th floor and 8' at cellar.
5. Domestic service and fire service, RPZ and meter assemblies, electric and gas meter's rooms are located in cellar. Hot water heaters are located within the residential units. Detail will be describing later on this report.
6. Roof parapet walls are to be 3'-6" minimum in height. Roof glass railing is to be 3'-6" height.
7. Balconies shall have glass guard rails and they shall have minimum of 3'-6" in height. The glass guard rail shall have 4" air gap from the finish floor of balcony. Roof terraces shall have parapet walls and they shall have minimum of 3'-6" in height. The drainage system for the balconies is drained to the front yard. Edge groove is provided for all balconies edge.

(H) Structural System

The superstructure of the building, (is) reinforced concrete footings and foundation walls, 12" & 14" foundation wall at cellar level, steel beams sit on support steel columns and masonry bearing walls from 1st floor to 6th floor and roof. Floors and roof construction are four inches thick lightweight concrete slab on corrugated steel decking.

Underpinning is provided to adjacent building at 7508 Bay Parkway, Brooklyn, NY. The depth of underpinning is approximately six feet deep.

The new concrete foundation is site in cast reinforced concrete. Foundation walls' waterproofing shall be one layer of Elastomulsion water proofing and dam proofing shall be applied on the front surface or inside surface of foundation walls. Waterproofing for cellar slab shall have a layer of 6" gravel, a layer of 6 Mil polyethylene film vapor barrier plastic sheeting under the concrete slab.

All floors/ceiling construction and walls construction between apartments and common area shall comply with BC 1207; the Sound Transmission Class shall not less than STC 50. The proposed partitions and ceiling in these areas are STC 50.

1. Exterior of Building:
 - (i) There are three types of Exterior wall constructions: (1) bricks & blocks, (2) Nichiha fiber cement panels system and (3) 8" concrete block with Parex stucco finish.
 - (1) Exterior wall type 1 is constructed of 4" brick and 8" concrete block, one layer of PRODEX 5M-0.20 inches thick insulation will be installed to provide continue insulation of R-17 on the outside face of concrete block.

- (2) Exterior wall type 2 is constructed of 2x6 metal studs @ 16" o.c. with exterior sheathing and covered by Nichiha fiber cement panel. R-19 paper face fiber glass insulation shall be installed throughout inside the gravity of the stud walls. The insulation shall be 16" wide and shall be installed at the perimeter wall between metal studs. At the exterior face, on the exterior sheathing, one layer of PRODEX 5M-0.20 inches thick insulation will be installed to provide continue insulation of R-17. Nichiha fiber cement boards will be installed for the final exterior finish.
- (3) Exterior wall type 3 is constructed of 8" concrete block with 1" Parex EIFS on the exterior wherever exposed to open air. one layer of PRODEX 5M-0.20 inches thick insulation will be installed on the interior side to provide continue insulation of R-17.
- Fire rating for exterior walls;

Walls immediately adjacent to Street lines do not require fire rating, exposure to Bay parkway and exposure to Bay Ridge Parkway. The two exterior walls adjacent to 7508 Bay Parkway and 2179 Bay Ridge Parkway require one hour fire-resistance rating according to NYC 2014 Building Code table 602. First floor exterior wall has eight feet set back from adjacent property at 2179 Bay Ridge Parkway, it is constructed by 8" thick CMU wall. This CMU wall has a fire resistance rating of 3 hours. For the wall from second floor to sixth floor on the same exposure, it has a thirty two feet setback from 2179 Bay Ridge Parkway. Base on table 602, Walls separated greater than or equal to thirty feet do not require fire rating. For the wall immediately adjacent to 7508 Bay parkway, this wall requires one hour fire-resistance rating according to table 602 of 2014 NYC Building Code. This wall is constructed by 8" CMU wall and and it has a fire-resistance rating of 3 hours.

All exterior walls shall have a minimum R-11 value for continuous insulation and a minimum U-value of 0.6.

There shall be a continuous aluminum flashing installed in the cavity between the bricks and concrete blocks at every floor above window openings. There shall be 1/2" diameter weep-holes and it shall be located at every two feet apart horizontally. Weep holes shall be right on top of aluminum flashing in the cavity of the exterior walls. The rain water may penetrate through bricks and travel down from the cavity to the aluminum flashing and drain out from the weep holes.

- (ii) All windows and balcony gliding patio doors of the building shall be manufactured by Anderson Windows and Doors. Windows are casement windows 400 Series with fix transom. All glazing panes are 3/4" thick, double glazed insulated thermal break low-E4 tempered glass; window frames are constructed with pine wood with dark bronze vinyl cladding on exterior and painted white at interior. All operable windows come with insect screen constructed with white aluminum frame. All openable windows are installed with an opening control device which limits the sash travel to less than four inches when the window is first open. Window hardware is Contemporary Folding Lock & Keeper in white. Energy performance for the windows; U-factor 0.28, SHGC 0.32. Gliding patio doors are A Series. All panes are 3/4" thick, double glazed insulated thermal break low-E4 tempered glass; door frames are constructed with pine wood with dark bronze vinyl cladding on exterior and painted white at interior. All doors come with insect screen constructed with dark bronze aluminum frame. Hardware trim set, Albany black exterior and white interior. Energy performance for the doors; U-factor 0.30, SHGC 0.27.

Limited warranty for windows and doors:

Limited warranty on glass; manufacture warranted to be free of defects in manufacturing, material and workmanship for a period of twenty years from the date of purchase from the retailer/dealer.

Limited warranty on components other than glass; manufacture warranted to be free of defects in manufacturing, material and workmanship for a period of ten years from the date of purchase from the retailer/dealer.

provides one year warranty for labors for window and gliding patio door for repair or replacement.

There shall be steel angle lintels installed at the window opening as per structure approval plans. The lintels shall be painted with two coat of rust resist enamel primer and one coat of oil base enamel finish paint.

Window sills are limestone sills.

There are no lot line windows on this building.

Local law requirement, child safety window guards shall be installed at all windows.

- (iii) The building is not designated as a landmark structure and it is not located within a landmark district.

2. Parapets and copings:

Parapets of main roofs are partial concrete block backed up with brick face with brown aluminum cap copings, and partial glass railing with aluminum frame support. All parapet walls and glass railing shall be at least 3'-6" height from the finished roof. Concrete block wall shall be stucco finish on the interior side for waterproof.

3. Chimney and caps:

There are total of ten exhaust pipes and ten fresh air intake pipes on the main roof. Each dwelling unit has its own hot water heater inside its mechanical room within the unit. Each hot water heater has its own exhaust pipe and fresh air intake pipe runs through from the dwelling unit to the main roof. The exhaust pipes and fresh air intake pipes shall be CPVC pipes, and three inches in diameter. They are venting from the mechanical rooms to main roof through a mechanical chase from 2nd floor to main roof. All exhaust pipes and fresh air intake pipes shall have 2 hours fire rated enclosure. Caps on roof shall be ninety degree elbows with wire screen covering the opening to prevent insect or birds intrusion. There is no fireplace, incinerators or compactor within the building.

4. Balconies and terraces:

There are eight balconies from 3rd floor to 6th floor. There are two private (roof) terraces. Terraces are located on 2nd floor unit 2A and unit 2B. Terraces will be finished with light weight concrete pavers. There is a terrace on the main roof which serves as a common recreation area for the residential use. The common recreation area on main roof is recorded on certificate of occupancy with a maximum of eleven occupants.

(i) Deck finish;

Balconies are concrete finish with one coat of concrete primer and one coat of grey concrete enamel paint finished.

All terraces shall have a layer of 2'x2'x1 1/4" light weight concrete roof pavers, pedestal system, natural color, manufacture by Hanover Architecture Products.

(ii) No balustrades.

- (iii) Railings;
Balconies shall have glass railings with aluminum frames. Terraces are enclosed with concrete block parapet walls and steel railings. All steel railings shall painted with one coat of rust resist primer and one coat of enamel paint to finish. All railings shall be at least 3'6" high above finished floor. There is no "ladder effect" created on railing design.
- (iv) Copings: Brown aluminum cap copings.
- (v) No soffits.
- (vi) Doors to balconies and terrace are Andersen A-Series gliding doors which mention early on window and door section. The gliding doors are wood constructed with dark bronze vinyl cladding exterior and painted white at interior. All glass panes are 3/4" thick, double glazed insulated thermal break low-E4 tempered glass.
- (vii) All balconies pitched toward the yards. The rain water is drain to the yards. There shall be drip edges around all the balconies.

5. Exterior entrances:

- (i) First floor exterior entrance doors at Bay Parkway are aluminum frame doors with full pane glass. Store front shall be aluminum frame and glass. Door glass pane and storefront glass pane are double insulated, thermal break glass. Frames color is brown.
- (ii) Exterior entrances are to be free of tripping hazards.
- (iii) Exterior entrances are ADA compliant, and comply with applicable ADA requirement.
- (iv) There is a 9'-10" front yard with grass area.
- (v) The entrances' elevations are slightly higher than the average elevations of the sidewalk. Water runoff shall be pitch away from the entrances to the sidewalk. The discharge point is at the center of the entrance doors.
- (vi) There is one audio intercom control panel located at the front entrance of the building connected to 10 individual apartments and each apartment has its own intercom panel next to the apartment entry. The entrance lock is electric strike which can be open remotely from the apartments' intercom panels.
- (vii) Apartment entrance doors and frames are to be hollow steel metal doors and steel frames. All doors for stair enclosure, mechanical rooms, meter rooms and refuse rooms are hollow metal steel door and steel frame. All steel doors shall have minimum of 1 ½ hours rated fireproofing with self-closing door hinges.
- (viii) There are four staircases at cellar which exit out to street. Two staircase for residential use and two staircases for commercial use. One residential staircase lead occupancies exit through the residential lobby on 1st floor and exit to the street, the second staircase exit through to the street directly from cellar. One commercial staircases leads occupancies exit directly to street and the second commercial staircase is located at the light well and it lead occupancies exits to street directly.

- (ix) Mailboxes are located inside the residential entry lobby. Mailboxes are to be wall mounted; front-loading aluminum units and they are approved type by the United States Postal Office.
- (x) There shall be wall mounted exterior light fixtures installed on top of the each entry door and alongside the street wall on 1st floor. Each light shall have a 14 watt energy bulb illumination with dusk to dawn motion sensor. The total watts illuminate the entrance are 182 watt energy bulb illumination. The exit doors located at rear yard on first floor and in the light well at cellar shall be a 14 watts energy bulb illumination each. The exterior lighting requirement shall comply with New York City Administration Code 27-2040.

6. There is no separate service entrance.

7. Roof and roof structures.

(i) Roof types

- (a) Modified Bitumen (~~rubber~~) roofing system on concrete roof, pitch shall be provided for rain water pitching to roof drains.
- (b) Fiber glass insulation; R-38 installed beneath the roof decking and 2" rigid insulation on top of the concrete decking.

The roof is complying with NYC Energy Conservation Code 2014.

(c) Surface finish: One coat of KYNAR XR2000 metal Primer.

(d) Roofing membrane is manufacture by Firestone-Intertek or equal. The contractor provides 5 years warranty on labor, material and workmanship from any leakage from the roof from the date of completion of the project. Any warranty will be voided if a suitable walking surface is not provided.

Please be advised, the sponsor is not providing a NDL manufactures' warranty for the new roof. The absence of a NDL manufacture warranty may indicate that the roof membrane and appurtenances were not inspected for compliance with the manufacture's specifications for installation. As such, premature deterioration, roof leaks and replacement of the roof membrane may be anticipated and therefore should be budgeted for.

There is a roof terrace on main roof which is allocated as an accessory use to residential. The maximum occupancy of the roof terrace is eleven occupants. It is recorded on the certificate of occupancy.

The roof terrace area is paved by 2'x2'x1 1/4", natural color, light weight concrete paver, and manufacture by Hanover Architecture Product or equal. All pavers are installed over raised pedestals. The concrete pavers are designed to bear for daily foot traffic.

These pavers are installed on raised pedestals. The pedestals are made of PVC. This setup is designed for lying over roofing membrane. The General Contractor provides installation for the roof pavers and will honor the five years warranty of

labor, material and workmanship for the roof from any leakage where is covered by the pavers, from the date of completion of the project.

- (e) Flashings and counter flashings are to be made of Aluminum metal.
- (f) All roof top mechanical units shall sit on vibration isolation pads.
- (g) There are no dunnage beams on the roof.
- (h) There is no roof lighting for the roof. There are wall mounted exterior light fixtures around the stair bulk head and by the elevator door on the roof.

(ii) Drains

- (a) Roof drains and leaders from main roof. There are two roof drains on the main roof which are located in the middle of the roof, there are two roof drains located at lower roof on 2nd floor. The roof drains are made from cast iron. The roof drains are 3" control flow roof drain. Roofs of Bulkhead and elevator machine room are drained by spouts and aluminum leaders. The spouts connect to 3" white aluminum leaders which discharge the rain water to the splash block on the main roof than pitch to the roof drains.

(iii) Skylights- No skylight within the building.

(iv) Bulkheads

- (a) Stair bulkhead; walls are consist of 5 ½" metal stud with fiber glass insulation and 1" Parex EIFS system on the exterior. The stairs strangers, steps are making out of steel. Concrete will be poured on the steel pans. Treads shall be painted on the steps. All steel shall be painted with a coat of rush resist primer and a coat of oil base enamel finish paint. 2" diameter round steel handrail shall be installed at 34" height above the staircase. Railing shall be painted with a coat of rush resist primer and a coat of enamel oil base finish paint.
Stairway access to the roof and egress from the roof are in compliant with Fire Code chapter 10.
- (b) There is an elevator bulkhead or elevator machine room in the building. The main residential staircase core leads to the elevator machine room on roof.

(v) Metal work at roof level

- (a) There is no exterior steel/ metal stairs.
- (b) There are no vertical ladders. There is one ten inches round galvanize gooseneck exhaust duct on roof for refuse rooms exhaust discharge.
- (c) Railing; all roof parapets are concrete blocks and brick face with stucco finish inside roof area and glass railing with aluminum frame. There is steel railing on second floor roof. Steel railing shall be minimum 3'6" height, it shall be painted with one coat of rust resist primer and one coat of oil base enamel paint to finish.
- (d) Hatches to roof; There is no hatches to roof.
- (e) Other; No water tower.

(vi) Roof top facilities

There is an exterior recreation area on rooftop. The condominium will have limited access to all areas of the roof for the purpose of making inspections and repairs only. The condominium has the responsibility for repairs the roof and other common elements. All exterior metals (including fasteners) shall be corrosion resistant.

8. Fire escape – None.

9. Yard and courts

There is 9' 10" depth front yard with green grass areas in between each entry doorway along the front yard for community use. There is a 8'-0" side yard as required by New York City Zoning Code. The side yard is served as the second means of egress for cellar and first floor occupant. There is no rear yard for corner lot.

- (i) Part of the lower roof on second floor serves as the open space terrace for unit 2B. This area will be paved by concrete paver. The rest of the area of the lower roof will be finished with roofing material. The paved terrace is separated by a 4' high steel vinyl fence as part of the terrace belongs to unit 2B and all other area is belong to Home owner Association. The terrace with concrete pavement shall be maintained by the unit owner of unit 2B.

10. Interior stairs

- (i) One staircase for residential use and two stair case for the religious space. The residential staircases are three feet wide. The ~~commercial~~ staircases religious use are 44" wide. The staircases are in compliance with New York City Building Code. They were approved by NYC Department of Building under the new building job number mention early on this report.
- (ii) All staircases are enclosed with 2 hour fire rated gypsum wallboard partitions with painted interior finish.
- (iii) The staircases are constructed with steel stringers and steel risers with concrete treads in steel pan. There are 1-1/2" diameter steel pipe railings. Concrete filled treads with painted finishing. All steel must paint with one coat of rust resistant primer and one coat of oil base enamel paint for finishing.

11. Interior door and frames

- (i) Apartment unit entrance doors shall be 1.5 hours fire rated hollow metal steel doors. The fire proof of these doors is equal to the fire safety standards. Door frames are to be steel. Doors and frames are to be painted with one coat of steel primer and one coat of oil base enamel satin finished paint.
Hinge: Satin chrome 4 1/2"x4 1/2" plain bearing mortise hinge, by Deltana or equal.
Door Levers; Satin chrome Mortise passage door lever set, by Hager or equal.
Door Viewer: Satin chrome door viewer 1 3/8" to 2", by National MFG or equal.
Door chain: Satin chrome door security guard, by national MFG or equal.
- (ii) Doors for hallways, staircase enclosure, refuse room, mechanical/boiler rooms, meter rooms and roof doors are to be 1.5 hours fire rated hollow metal steel door. Door frames

are to be steel. Doors and frames are to be painted with one coat of steel primer and one coat of oil base enamel satin finished paint.

Hinge: Satin chrome 4 ½"x4 ½" spring hinges, by Stanly or equal.

Door knobs: Satin chrome passage door knob set, by Kwikset or equal.

- (iii) Apartment interior doors including bedrooms, bathrooms and closets are to be birch wood hollow core door with painted white finish. Door jams and trims are to be pine wood and painted white finish. Doors shall be painted with one coat of primer and one coat of white paint finish.

Hinges: Chrome satin 3"x3" plain bearing mortise hinge, by Stanly or equal.

Door knobs: Satin chrome privacy door leverset, by Schlage or equal.

- (iv) Door for storage rooms are to be 3/4 hour fire rated hollow metal steel doors
Door frames are to be steel. Doors and door frames shall be painted with one coat of steel primer and one coat of oil base enamel finished paint.
Hinges: Satin chrome 4 ½"x4 ½" loads bearing hinges, by Stanly or equal.
Door knobs: Satin chrome keyed entry cove knobset, by Kwikset or equal.

12. ELEVATOR.

There is one passenger elevator serving the building. Delivery and service purposes will use the same elevator. The elevator is accessible by both residential and religious space. The religious space use is limited to only 1st floor and Cellar. The elevator is Gearless traction. The shaft way enclosures and doors will be new on all floors.

- (i) Number of passengers; maximum nine adult passengers.
- (ii) Manufacture; AC Elevator Inc. will install the elevator. Elevator maximum Capacity is 3500 lbs.
- (iii) The elevator is operated as passenger elevator. The elevator is open to public hallway on each floor. There is no limited access system to each floor by each unit owner and visitors.
- (iv) Automatic control, manufacture by Solid State VVVF drive.
- (v) Floor served; cellar, first floor to sixth floor and roof.
- (vi) Types; gearless traction.
- (vii) Doors are automatic slide open. All elevator doors are 1 ½ hrs fire rated equipped with hollow metal doors with baked enamel finish. The frame shall be made of #16 furniture steel with baked enamel finish. The hoist way entrance sill shall be extruded aluminum. Color for bath doors and the frames is grey.
- (viii) Machine room is located on the top roof which can be accessed directly from the interior stairway.
- (ix) DC motor- not applicable.
- (x) AC motor- manufacture by Torin Drive, model TPM4.

13. ELEVATOR CABS

- (i) Elevator cab wall enclosures are stainless steel #4 finished and manufacture by Standard Elevator.
- (ii) Floor finish- ceramic tiles.
- (iii) Walls finish- stainless steel #4 finished.
- (iv) Ceiling finish- stainless steel # 4 finished.
- (v) There are four LED recess down lights.
- (vi) The elevator is equipped with alarm and " Fireman's Key Switch" (elevator in readiness).

(I) Auxiliary facilities:

1. Laundry rooms.

- (i) Each apartment has its own laundry closet within the unit. There are total of ten laundry closets for ten apartments. The laundry equipment (washers and dryers) are front loaded, stackable electric operated. The stackable units has a dimension of 24" wide. 25" depth and 67" tall. The equipment will fit into the designated laundry room.
- (ii) Each apartment has a setup for the stackable clothes washer, electric operated, manufacture by Electrolux, and model number EIFLS20QSW. There are total of ten cloth washer for ten apartments within the building.
- (iii) Each apartment has a setup for stackable clothes dryer, electric operated, manufacture by Electrolux, and model number EFDE210TIW. There are total of ten cloth washer for ten apartments within the building.
- (iv) The laundry closet doors are half louver for air ventilation.
- (v) All electric dryers are vent-less. Exhaust pipes are not required.
- (vi) The manufacture provides one year warranty for parts and sponsor provide one year warranty for labor.
- (vii) Sponsor will not provide washers and dryers. Sponsors provides only hook up for these appliances.

2. Refuse disposal:

- (i) Incinerator(s) - not applicable.
- (ii) Compactor(s) - not applicable.
- (iii) Approvals by authority having jurisdiction – not applicable.
- (iv) There is one refuse room for residential use and one refuse room for religious space. Both refuses room are located in cellar. The refuse rooms are facility with a 50 CFM exhaust fan and a 10"x10" fresh air intake supply duct. Unit owners shall carry their garbage to the refuse room in cellar and leave the garbage inside the trash containers within the refuse room. There is a floor drain and a water hose within the refuse room at cellar floor for cleaning purpose. A designator person from the condo board will pick up the garbage and leave it to the side walk for New York City Sanitation Department for pick up.
- (v) The pickup dates are every Monday and Thursday. Recycle pick up is every Thursday. Religious space shall make their own arrangement with a private company for picking up their garbage.

3. Bikes Storage:

There is no bike storage provided within the facility. According to the NYC Zoning Resolution, bike parking spaces are not required for this facility.

4. Storage:

There are no storage rooms offered to residential units.

5. Mail/package:

Mailboxes are located in the residential entry vestibule. Mailboxes are to be wall mounted; front-loading aluminum units and shall be the approved type by the United State postal Office. There are two postal boxes for US Postal Office for delivery package. There is no package room within the building. All other delivery persons or companies shall buzz in by unit owner and leave package in the vestibule.

(J) Plumbing and drainage.

All plumbing and fire protection design and installation will be as per 2014 NYC building code and fire department requirements.

1. Water Supply,

Domestic Water supply is copper pipe, 2" diameter water service with back flow preventer assembly. The back flow preventer is located at cellar inside the water meter room or sprinkler room. The main shut off valve is located at cellar inside the water meter room or sprinkler room.

All hot and cold water piping shall be insulated throughout the whole building to comply 2014 NYC Plumbing Code.

All hot water pipes must cover with fiberglass pipe insulation, and it shall be at least ½" in thickness. All cold water pipes must cover with polyethylene pipe insulation. The thickness shall be ½".

2. Fire protection system.

(i) A 4" fire service enters the cellar. The material of the new service is schedule 40 black steel pipe. There shall be a double detector check valve assembly connected to the fire service before distributed to the sprinkler system. The double detector check valve is located at the cellar inside the sprinkler room.

(ii) A 4" sprinkler riser is located in each Stairwell. Material is schedule 40 black steel.

(iii) Sprinkler heads will be provided in chapel vestibule, chapel, commercial stairs and hallways at first floor, residential foyer, elevator lobby, residential apartments, residential stairs and hallways at first floor, water meter room and gas meter room

(iv) The entire building will be sprinkle protected with the exception of the electrical room, residential closets and bathrooms.

(v) There is a Siamese fire department connection, located on Bay Ridge Parkway.

3. There is no water storage tank within the building.

4. Site Water pressure to the building is 55 psi.

5. Sanitary sewage system.

(i) Sewage piping will be no hub cast iron.

(ii) Waste is collected by a 6" sanitary sewer discharge off the building.

(iii) Building sewage is disposed into the city sewer system through a 6" diameter connection. There is one floor drain in sprinkler room; one floor drain at each refuse room in cellar.

(iv) There is one sewer ejector inside the water meter/sprinkler room. The sewer ejector is manufacture by Liberty, model: LE-71 System, 1 HP and 41 Gallons tank capacity. Manufacture provides one year warranty on parts; sponsor provides one year warranty on labor for repair or replacement.

6. Permits required:

Licensed plumber and licensed sprinkler contractor shall obtain all permits required to complete the project and to obtain all roughing inspections and sign-offs. All works will be performed by a licensed plumber, and all sizes and materials shall conform to codes by the New York City department of Buildings.

Plumbing and sprinkler permits under job # 321193588 were issued on March 5, 2019.

Sewer and storm drainage site connection permit has not been issued yet. It will be obtained and furnish before completion of construction.

7. Storm drainage system

- (i) The storm drainage system for the building is roof detention system. There are two flow control roof drains on the main roof, two flow control roof drains on the lower roof on 2nd floor. These roof drains restrict the amount of rain water flowing into the 6" combine sewer base on the rules and regulation of New York City Department of Environmental Protection.
- (ii) Storm drainage will be collected by roof drains. Storm drainage will flow by gravity to the sanitary sewage drain form a 6" combined before discharge out the property.
- (iii) All storm water piping material will be no hub cast iron.
- (iv) There is one sump pump inside the elevator pit. Manufacture by Little Giant, model 6 Series, 3-year manufacture warranty. Manufacture provides one year warranty on parts; sponsor provides one year warranty on labor for repair or replacement.

(K) Heating.

1. Heating and distribution of hot water heating/domestic hot water.
Building heat source;

Religious space:

Cellar space shall be heated by; Airstage VRF heat pump type J-II split system, manufacture by Fujitsu, model AOU48RLAVM. The heat pump connects to 4 Fujitsu compact cassette Model# AUUA12RLAV for four classrooms and one Fujitsu wall unit Model# ASUA7RLAV for the office. Each fan coil has its own 7 day programmable thermostats to control its zone temperature. The unit has an efficient rating of 19.8 SEER.

First floor shall be heated by two Airstage VRF heat pump type V-II Series split systems, manufacture by Fujitsu, model AOUA72RLBV. The heat pumps connect to two high static pressure duct VRF fan coil units, manufacture by fujitsu, Model #ARUH72TLAV. There are two 7 days programmable thermostats, each thermostat control one zone. These units has an efficient rating of 12.3 EER.

Residential apartments:

Each apartment shall be heated by an Airstage VRF heat pump type J-II split unit, manufacture by Fujitsu, model AOU36RLAVM. It connects to VRF fan coil units model ASUA14RLAV for heating the living room and model ASUA7RLAV for heating the bedrooms. Each room and each living room shall have its own 7 days programmable thermostats to control its zone temperature. These units has an efficient rating of 19 SEER.

Hot Water Heating:

Religious space shall be equipped with under sink instant hot water heater, A.O Smith (EJC-2) Point-of-Use electric Water heaters, the efficient rate is 0.98. One shall be installed on first floor and one shall be installed at cellar inside the bathrooms under the sinks.. Each residential apartment shall be equipped with its own individual natural gas fired hot water heater and locate inside the mechanical room at each apartment. The heater provides domestic hot water use for the apartment. The gas fired hot water heaters are manufacture by Navien, model NPE-180A. The efficient rating is 0.97. The manufactures provide one year warranty for parts, sponsor provide one year warranty for labor to repair.

Winter design criteria: Outdoor temperature of 15 F and indoor temperature of 68 F.

2. Number of boilers and description; no boilers within the building, not applicable.
3. Manufacturer and age of boiler(s); not applicable.
4. No Burners within the building.
5. Type of controls; not applicable.
6. Radiators, piping, insulation, valves, pumps; not applicable.
7. Fuel; Residential Hot Water Heaters are natural gas fired.
8. There is no oil tank within the building.
9. Capacity of oil tank; not applicable, no oil tank.

(L) Gas supply:

1. Natural gas will be supplied from existing street gas main. The gas company is National Grid.
2. Multiple tenant meters will be provided. All meters will serve tenant's gas ranges, hot water heating/domestic water heaters. Each residential apartment will have a separate gas meter. Religious space do not have a gas meter.
3. Piping will be black steel with screwed fittings.

(M) Air conditioning system.

Cooling systems are adequately designed to maintain comfortable conditions under anticipated weather conditions. Design calculation for summer is base on; internal temperature 75 degree Fahrenheit with 50% humidity and outdoor temperature; DB 87 degree F; WB 72 degree Fahrenheit. Winter design is base on; internal temperature 70 degree F, outdoor temperature 15 degree F.

1. Type of air conditioning system: Fujitsu heat pump split system.

All cooling for religious space and residential apartments shall be cooled by the same units which mentioned on the heating section. All exterior A/C pipes shall be insulated by 1" flexible EPDM pipe insulation.

Religious Space;

Cellar space shall be cooled by an Airstage VRF heat pump type J-II split system, manufacture by Fujitsu, and model AOU48RLAVM. The outdoor condenser connects to 4 Fujitsu compact cassettes Model# AUUA12RLAV for four classrooms and one Fujitsu wall unit Model# ASUA7RLAV for the office. Each fan coil has its own 7 days programmable thermostat to control its zone temperature. The unit has an efficient rating of 19.8 SEER. The outdoor condenser shall sit on grade at the light well at cellar level. All exterior mounting brackets and fasteners shall be corrosion resistant.

First floor shall be cooled by two Airstage VRF heat pump type V-II Series split systems, manufacture by Fujitsu, model AOUA72RLBV. The outdoor condensers connect to two high static pressure duct VRF fan coil units, manufacture by Fujitsu, Model #ARUH72TLAV. The two fan coils (air handlers) are suspended from steel beams by beam clamp, suspended rods with 2" DNHS Spring Hangers. There are two 7 days programmable thermostats, each thermostat control one zone within the space. These units have an efficient rating of 12.3 EER. The outdoor condenser shall sit on grade at the light well at cellar level. All exterior mounting brackets and fasteners shall be corrosion resistant.

Residential apartments:

Each apartment shall be cooled by an Airstage VRF heat pump type J-II split unit, manufacture by Fujitsu, and model AOU36RLAVM. It connects to VRF fan coil units model ASUA14RLAV for living rooms and model ASUA7RLAV for bedrooms. Each bedroom and each living shall have its own 7 days programmable thermostat to control its zone temperature. These units have an efficient rating of 19 SEER. The outdoor condenser shall sit on four pieces of ½" thick vibration pad and mounted on its balcony. All exterior mounting brackets and fasteners shall be corrosion resistant.

Warranty:

Manufacture provides one year warranty for parts, sponsor provides one year warranty for labor to replace parts and repair.

2. Central System; no central system.
3. No cooling tower.
4. No window or wall units are permitted.

(N) Ventilation system.

1. Common central mechanical exhaust ventilation system:
 - (i) Individual exhaust fan at each bathroom.
The exhaust fan shall be 50 CFM. It is manufacture by Nutone model QTXE050. It is less than 0.3 sonos sound level. The fans are exhaust to the roof. The exhaust ducts are 4" round galvanize steel duct. It extends 5' beyond the roof and end with a 4" galvanize cap.
 - (ii) Kitchen exhaust fan and hood installed at each kitchen. It exhausts to the exterior through exterior walls. The front units exhaust through front wall. The rear units exhaust through

rear wall. There shall be a galvanized steel wall cap install and connect to the exhaust pipe. The exhaust pipe shall be 8" aluminum foil round duct.

The manufacture of the exhaust fan and hood is Pacific model PR3030, stainless steel hood. It has a minimum of 400 CFM to a maximum of 650 CFM of exhaust capacity. Its sound level is 1.5 sones minimum to 5 sones maximum.

- (iii) The minimum rate of ventilation that required by code; According to NYS Mechanical Code- 403, table 403.3;

Toilet room and bath room; mechanical exhaust capacity of 50 CFM intermittent or 20 CFM continuous.

Kitchen; mechanical exhaust capacity of 100 CFM intermittent or 25 CFM continuous.

(O) Electrical system.

1. The main service into the building is rated at 800 amperes at 120/208 volt, three phases, 60 Hz, 4 wires system from local utility company.
2. Service to individual units.
 - (i) House common Areas: 400 amps at 120/408 Volt, three phases, 4 wires system. All wires shall be 2/0 gauge, insulated copper wire.
 - (ii) Apartment units from 2nd floor thru 6th floor: 100 amps for each apartment at 120/220 volts, 1 phase, 3 wires. Wires shall be #4 gauges, insulated copper wire.
 - (iii) Commercial unit, cellar and 1st floor; 200 amps at 120/480 Volt, 3 phase, 4 wires system. Wires shall be 1/0 gauge, insulated copper wire.
3. Meter bank is located in the electrical room at cellar.
4. Each unit service is sized to handle modern appliances such as air conditioning systems, dishwashers and kitchen appliances.
5. Adequacy. All electrical installation shall comply with all applicable NEC regulation.
The following shall comply with all applicable NEC codes.
 - (i) Cellar, and 1st floor religious space: 48 poles electrical panel
2nd to 6th floor residential apartment: 24 poles electrical panel for each apartment.
House common areas: 48 poles electrical panel.
There is no generator provided.
 - (ii) Lighting and fixtures:
Cellar –religious space: 2’x4’ layin by Lithonia Lighting, 32 watts T8 bulbs.
Refuses rooms: Progress lighting, surface mount, P3761-09EBWB.
Meter rooms: Progress lighting, surface mount, P3761-09EBWB.
Staircases: Millennium Square, model MS15FD, surface mount.
1st floor- Religious space: 2’x4’ layin by Lithonia Lighting, 32 watts T8 bulbs.
Bathroom: Progress lighting, surface mount, P3761-09EBWB.
Residential & Religious Lobby: Recess LED downlights, 14 W by Energy Miser.

Staircases: Millennium Square, model MS15FD, surface mount.
2nd to 6th floor- Residential apartments:
Lobby: Recess LED downlights, 14 W by Energy Miser.
Living room: Recess LED downlights, 14 W by Energy Miser.
Bedrooms, kitchens, bathrooms, laundry ad boiler rooms: Progress lighting, surface mount, P3761-09EBWB.
Staircase: Millennium Square, model MS15FD, surface mount.
Stair bulkhead and elevator machine room: Millennium Square, model MS15FD, surface mount.

(iii) Convenience outlets and appliance outlets:

Cellar and first floor:

Religious spaces and public area shall be provided with duplex convenience outlet at every six feet apart measured along the floor line.

Outlets inside bathrooms, sprinkler room and refuse rooms shall be Ground Fault outlets.

2nd floor to 6th floor, residential apartments:

Living rooms and bedrooms shall be provided with duplex convenience outlets at every six feet apart measured along the floor line.

All outlets at kitchen and bathroom shall be ground fault outlets. A dedicated line shall be provided for outlets for kitchen appliances (stoves and refrigerators) in each apartment.

Laundry Closet, one duplex outlet 15 Amps for washer and one 220 volts, single phase 30 amps outlet for dryer.

Boiler room, furnish with one dedicated GFI outlet, 110 volts, 15 amps.

Arc Fault Circuit Interrupters (AFCI) and Ground Fault Circuit Interrupters (GFCI) shall be provided for each apartment as per latest applicable NEC requirements/codes.

Exterior outlets where applicable such as rear wall roof terrace, balconies and roof shall be water resistant receptacles with water proof box and cover.

(P) Intercommunication and/or door signal systems

Telephone/Intercom Entry System & Operations – The entire system will be selected and installed.

1. The apartment's audio intercom system; Airphone VCM Audio Apartment System.

At the entrance, there is one ACH10door station and then each unit will have a handset unit called the ACK apartment station which communicates with the ACH10 door station. To enter the building, a person will press the unit button to call a certain unit that can then respond with the handset to allow the guest to enter by releasing the electrical door strike to open the main entrance door. The manufacture provides three years standard warranty. The sponsor provides one year warranty on labor.

2. Telephone system

A complete empty conduit system located at the side yard for final connection.

(Q) Public area lighting

The public areas are providing lights to maintain adequate level of lighting. Public lightings shall comply with all applicable NEC codes.

1. Public hallway (Stairwells)
Utilize Millennium Square light MODEL: MS15FD with motion sensor for stairwells.
Utilize recess LED down Light with 14 watt; manufacture by Energy Miser for hallways.
2. Exit light fixture
Wall or ceiling mounted with 6" red letter Exit Sign.
3. Residential Foyer
Utilize recess LED down Light with 14 watt; manufacture by Energy Miser.

(R) There are no outdoor/indoor parking spaces.

(S) There are no swimming pools.

(T) Tennis courts, playgrounds and recreation facilities

1. There are no tennis courts.
2. There are no playgrounds.
3. There is a recreation area located on the main roof. The recreation area will be paved with concrete paver. There are no furnishings or equipment provided in the outdoor residential recreation space.
4. There is no indoor recreation room or fitness room within the facility.

(U) Permits and certificates

1. Permits that must be obtained and signed off

New building construction permit	G.C.
Structural work permit	G.C.
Plumbing work permit	Licensed plumber
Mechanical work permit	G.C.
Electric work permit	Licensed electrician
Fire protection work permit	G.C.
Builders pavement plan	G.C.
Sidewalk shed permit	G.C.

Plumbing roughing inspection, gas card, electric signoff, boiler permit and other required inspections and sign-offs to be done by the respective agencies having jurisdiction.

2. Inspections require after the building is in operation:
Elevator inspection- Category 1, annually inspection and Category 5, five year inspection.
Inspections shall be performed by license Elevator Companies and file to New York City

Department of Building. A selected elevator company will inspect and maintain the elevator monthly.

Sprinkler system- Sprinkler shall have monthly sprinkler inspection and five year inspection for Hydrostatic Pressure Flow Test and Residential Flow & Pressure Test. All inspections must perform by competent persons who are certificate of fitness by the New York City Fire Department.

(V) There are no violations of record against the building. Sponsor will cure any outstanding violations prior to the closing.

(W) Unit information. Total eleven units inspected.

There is one religious space (house of worship), designated as Unit 1. The Religious space consists of first floor and cellar.

Total net area is 4,386 S.F. (first floor 2,247 SF and cellar 2,139 S.F)

1st floor – One religious assembly space, an entry vestibule, a H/C Toilet room. Floor to ceiling height is twelve feet.

Cellar – Four religious classrooms, one administration office, two public restrooms (man and women), a refuse room. Floor to ceiling height is eight feet.

There are total of 10 residential units, from second floor to sixth floor. Each floor consists two units, typical A (front) unit and typical B (rear) unit. Floor to ceiling height in all residential units are eight feet.

Second floor:

Unit 2A has total of 4 rooms; one Living/ Dining and open Kitchenettes, two bedrooms and one full bathroom. The net area is 684 S.F. plus a roof terrace of 35.75 S.F.

Unit 2B has total of 5 ½ rooms; one living/ Dining and open Kitchenettes, three bedrooms and one and a half bathrooms. The net area is 892 S.F. plus a roof terrace of 463 S.F.

Third floor to sixth floor:

Unit 3A/4A/5A and 6A are typical 4 rooms unit; one living/dining and open kitchenettes, two bedrooms and one full bathroom. The net area is 684 S.F plus a balcony of 101 S.F.

Unit 3B/4B/5B and 6B are typical 5 ½ rooms unit; one living/dining with open kitchenettes, three bedrooms and one and a half bathrooms. The net area is 892 S.F plus a balcony of 101 S.F.

All units are open to public hallway, where fire exit stairs are located.

The units net area are as follow:

Unit 1	- 4,386 S.F. (2,247 S.F. on first floor and 2,139 S.F. at cellar.)
Unit 2A	- 684 SF (roof terrace 35.75 SF)
Unit 2B	- 892 SF (roof terrace 462 SF)
Unit 3A/4A/5A/6A	- 692 SF (Balcony 101 SF each)
Unit 3B/4B/5B/6B	- 892 SF (Balcony 101 SF each)

1. Type and grade of finish material used in each unit.

The Typical finishing in religious units are as follows

Floor- Cellar	
Classrooms	Ceramic Tile
Office	Ceramic Tile
Women/Men Restroom	Ceramic Tile
Refuse Room	Ceramic Tile
Elevator Lobby	Ceramic Tile
Floors- 1 st Floor	
Religious area	Ceramic tile
Entry Vestibules	Ceramic tile
H/C bathroom	Ceramic Tile
Stair 1	Ceramic Tile
Stair 3, 4, 5	Enamel paint finish (one primer & one finish)
Stair 2	Exposed Concrete
Walls- Cellar	
Classrooms	Drywall, Paint (water base, one primer & one semi-gloss finish)
Office	Drywall, Paint (water base, one primer & one semi-gloss finish)
Women/Men Restroom	Drywall, Paint (water base, one primer & one semi-gloss finish)
Refuse Room	Drywall, Paint (water base, one primer & one semi-gloss finish)
Elevator Lobby	Drywall, Paint (water base, one primer & one semi-gloss finish)
Walls- 1 st floor	
Religious space	Drywall, Paint (water base, one primer & one semi-gloss finish)
Entry Vestibule	Drywall, Paint (water base, one primer & one semi-gloss finish)
H/C bathroom	Drywall, Paint (water base, one primer & one semi-gloss finish)
Stair 1	Drywall, Paint (water base, one primer & one semi-gloss finish)
Stair 3, 4, 5	Drywall, Paint (water base, one primer & one semi-gloss finish)
Stair 2	Drywall, Paint (water base, one primer & one semi-gloss finish)
Ceiling- Cellar	
Classrooms	Acoustical Tile Suspension Ceiling System, 2 feet x 4 feet.
Office	Acoustical Tile Suspension Ceiling System, 2 feet x 4 feet.
Women/Men Restroom	Acoustical Tile Suspension Ceiling System, 2 feet x 4 feet.
Refuse Room	Drywall, Paint (water base, one primer & one semi-gloss finish)
Elevator Lobby	Drywall, Paint (water base, one primer & one semi-gloss finish)

The typical finishing in each residential unit are as follows:

Floors –	
Bathrooms	Ceramic tiles
Kitchens	Ceramic Tile
Bedrooms and living spaces	# 1 Oak hard wood floor, 2 ½” wide X ¾” thick, clear finish, water base, 1 coat of primer, 1 coat of finish.
Closets	# 1 Oak hard wood floor, 2 ½” wide X ¾” thick, clear finish, water base, 1 coat of primer, 1 coat of finish.
Mechanical Rooms	Ceramic Tile

Washer and Dryer closets	Ceramic Tile
Balconies	Enamel painted (1 coat of primer, 1 coat of finish paint.

Walls –

Bathrooms	Ceramic Tile
Kitchens	Drywall, Paint (water base, one primer & one semi-gloss finish)
Bedroom and living spaces	Drywall, Paint (water base, one primer & one semi-gloss finish)
Closets	Drywall, Paint (water base, one primer & one semi-gloss finish)
Mechanical Closet	Drywall, Paint (water base, one primer & one semi-gloss finish)
Washer and Dryer closet	Drywall, Paint (water base, one primer & one semi-gloss finish)

Ceilings –

Bathrooms	Drywall, Paint (water base, one primer & one semi-gloss finish)
Kitchens	Drywall, Paint (water base, one primer & one semi-gloss finish)
Bedrooms and living spaces	Drywall, Paint (water base, one primer & one semi-gloss finish)
Closets	Drywall, Paint (water base, one primer & one semi-gloss finish)
Mechanical Closets	Drywall, Paint (water base, one primer & one semi-gloss finish)

2. All bathrooms will have the followings:

1. Ceramic tile floor.
2. All bathrooms wall have ceramic tiles up to ceiling.
3. Water closet is manufactured by Gerber, model#: Vitreous China 21-702 or equal.
4. Plastic laminate top vanity with china's sink & Delta single handle polish chrome faucet or equal.
5. Medicine cabinet 30"x30" surface mount with three mirror doors, towel bar, soap dish at bathtub and toilet paper holder are satin chrome finished.

3. Type of kitchen and laundry equipment.

All kitchens will have the followings:

1. Gas Range (residential units) is manufactured by Frigidaire; model FGF337BC white color or equal.
2. Ceramic tile floor.
3. All kitchen cabinets;
Manufacture name: Hampton Bay or equal.
Style: Satin white square raised center panel or equal.
4. Plastic laminated countertops; Hampton Bay; Valencia in Jeweled Corel or equal.
5. Kitchen sink; Elkay Neptune drop in stainless steel 24x21x8 single bowl or equal.
6. Kitchen faucet; Delta Linden Single Handle pull out sprayer in chrome with soap dispenser or equal.

7. Range Hood by Pacific model PC 3030 stainless steel hood or equal.

Laundry equipment.

Sponsor will not provide any laundry appliances to the units. Sponsor will only provide Hook-ups for these appliances.

(X) Finish schedule of spaces other than Religious unit and Residential units

<u>Floor</u>	<u>Room</u>	<u>Floor</u>	<u>Walls</u>	<u>Ceilings</u>
Cellar	Electrical & Gas Meter Room	Exposed Concrete	Paint	Paint
	Water Meter & Sprinkler Room	Exposed Concrete	Paint	Paint
	Stair (interior) Refuse room	Paint Ceramic tile	Paint Paint	Paint Paint
1 st floor	Stair	Paint	Paint	Paint
	Residential Foyer	Ceramic tiles	Paint	Paint
	Residential Lobby	Ceramic Tile	Paint	Paint
2 nd – 6 th fl.	Stair	Paint	Paint	Paint

Paint for walls and ceiling shall be water base, one layer of primer and one layer of semi- gloss finish. Painting for concrete shall be one coat of concrete primer and one coat of concrete enamel paint.

(Y) Safety and warning devices:

Hardwired with back up battery (local) smoke detectors and carbon monoxide detector are to be installed in every apartment at every habitable room as per NYC building codes.

Hardwired with back up battery smoke detector and carbon monoxide detector shall be provide at cellar hallway and refuse room.

All commercial, residential units and all common areas within the building are fully sprinkler protected.

Sprinkler fire alarm central station system is installed.

Central station Fire Alarm Systems will be installed for religious space and residential area.

(Z) Additional information required:

1. Site plan – drawing attached
2. Floor plan for each type of unit – drawings attached
3. Floor to Ceiling height of units is typical 8'-0" for residential units and 12'-0" for 1st floor, 8'-0" at cellar
4. Approximate total area of each unit – drawings attached

5. Floor plan – drawings attached

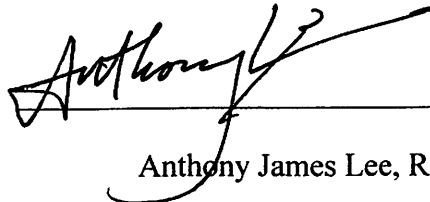
- (a) None
- (b) There is no asbestos in the building
- (c) There is no lead-based paint in the building

6. Elevations – drawings attached

To the best of my knowledge, belief and professional judgment, these plans and specifications are in compliance with the Energy Conservation Construction Code of New York State 2016, using Chapter C4.

This report is prepared by AJR Architecture PC.

October 16, 2020



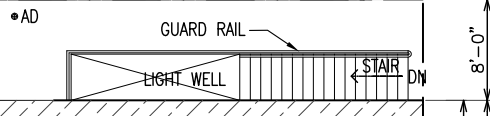
Anthony James Lee, R.A.

AJR Architecture PC.
765 Marcy Avenue
Brooklyn, NY 11216
(973) 464-1816



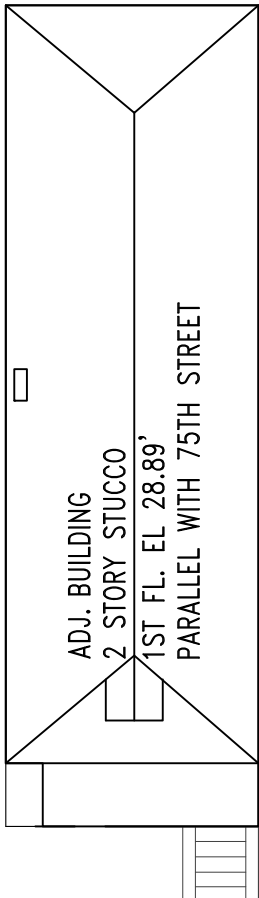
2 STORY BRICK WITH
LOWER LEVEL
1ST FL EL 29.97'

PROPERTY LINE



1 STORY & CELLAR
REAR YARD

7504
6 STORY & CELLAR MIXED
USE, 1ST FLOOR HOUSE
OF WORSHIP, 2ND TO 6TH
FLOOR WITH 10 DWELLING
UNITS.



PROPERTY LINE

100'-0"

PROPERTY LINE

16'-10"

16'-8"

6'-10"

6'-10"

4'-11"

4'-6"

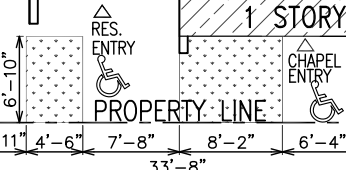
7'-8"

8'-2"

6'-4"

2'-2"

33'-8"



FRONT YARD
CONC. SIDEWALK

PEDESTRIAN RAMP

EXTG. BUSHES
CONC. SIDEWALK

EXIST'G PLANTER TO REMAIN

EXIST'G PLANTER TO REMAIN

EXTG. BUSHES

W

BAY RIDGE PARKWAY (100' WIDE)

SITE PLAN KEY

- LIGHT POST
- SIGN
- UTILITY POLE
- ELECTRIC BOX
- GAS VALVE
- TRAFFIC SIGN, T.S.
- WATER VALVE
- FIRE HYDRANT (EXISTING)
- CATCH BASIN
- GRASS

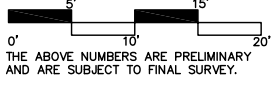
INITIAL APPROVAL	12/04/2017
REVISION 01	02/25/2019
REVISION 02	11/13/2019
REVISION 03	10/09/2020

AJR ARCHITECTURE P.C.

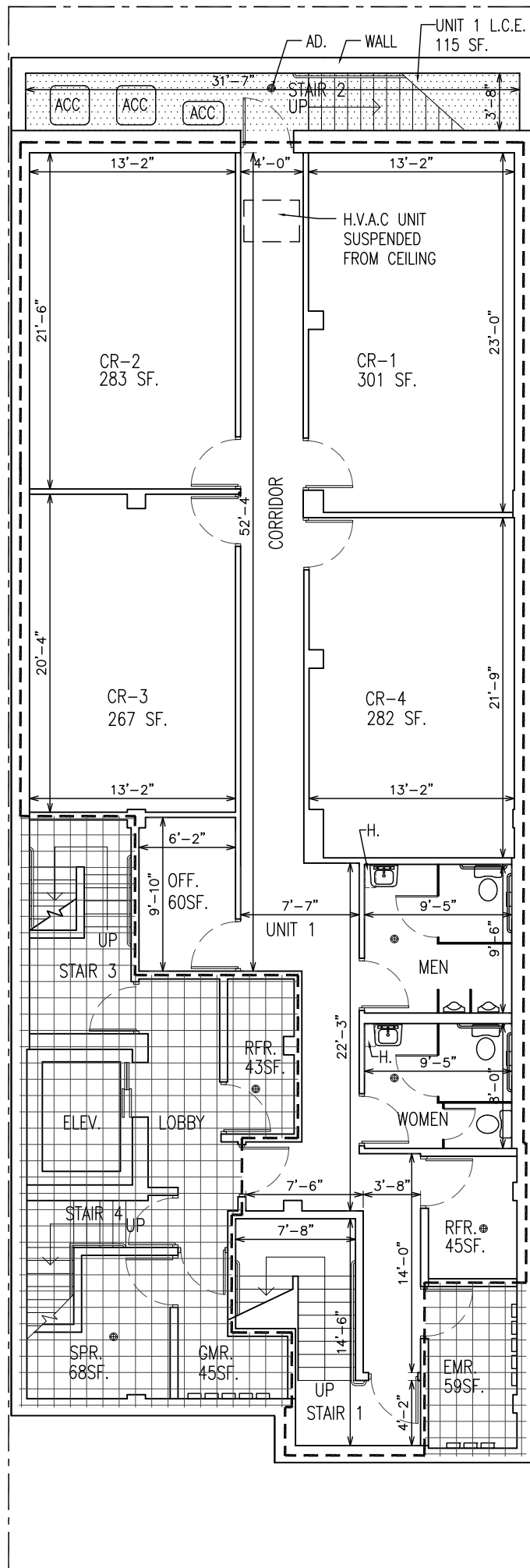
ARCHITECTURE. CITY PLANNING. INTERIOR DESIGN. CONST. MANAGEMENT.

815A 51ST STREET BSMT BROOKLYN, NY 1220 Tel: (718)621-3989 Fax: (718)621-3981

PLOT PLAN



BAY PARKWAY (100' WIDE)



ROOM NAME LEGEND	
BAL.	BALCONY
BATH.	BATHROOM
CR.	CLASSROOM
EMR.	ELECTRIC METER ROOM
OFF.	OFFICE
MEN.	MEN RESTROOM
RFR.	REFUSE ROOM
SPR.	SPRINKLER ROOM
WOMEN	WOMEN RESTROOM

ABBREVIATION:

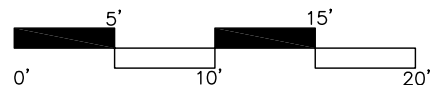
AD - AREA DRAIN
RD - ROOF DRAIN
H - HOT WATER HEATER

KEY

--- PROPERTY LINE
--- UNIT BOUNDARIES

LIMITED COMMON ELEMENT (L.C.E.)

COMMON ELEMENT (C.E.)



THE ABOVE NUMBERS ARE PRELIMINARY AND ARE SUBJECT TO FINAL SURVEY.

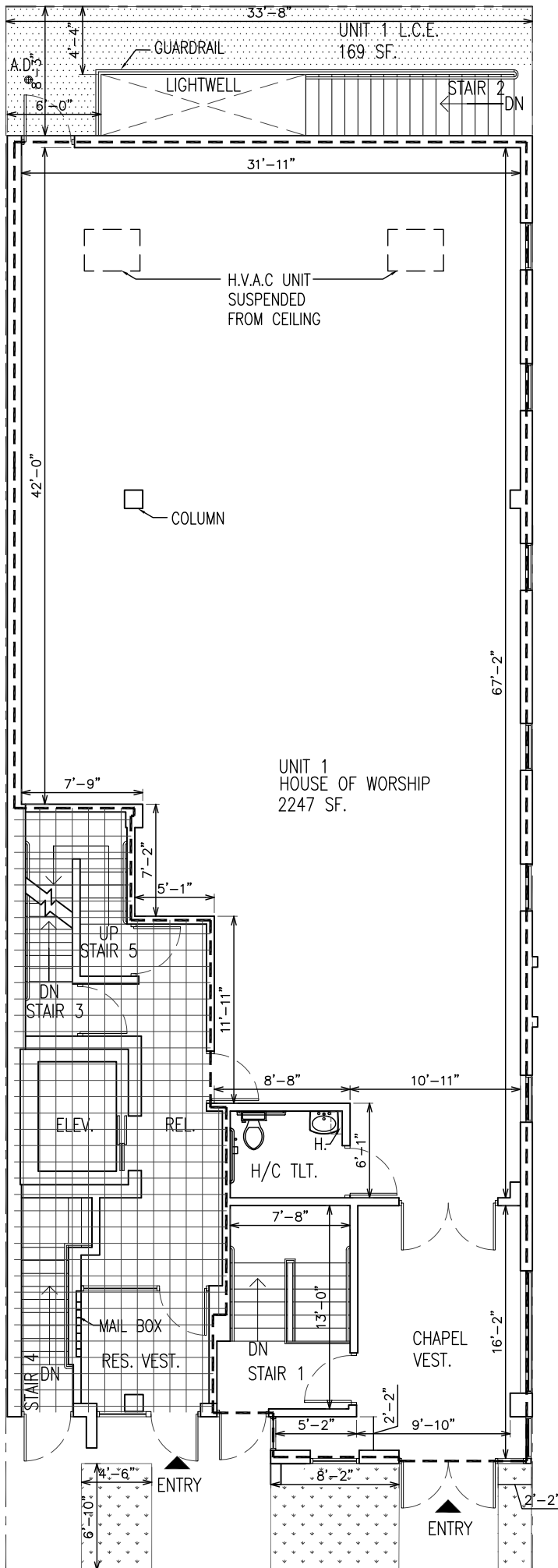
CELLAR FLOOR: UNIT 1
HOUSE OF WORSHIP: 2068 S.F.
INCONJUNCTION TO 1ST FLOOR

INITIAL APPROVAL	12/04/2017
REVISION 01	02/25/2019
REVISION 02	11/13/2019
REVISION 03	10/09/2020

AJR
ARCHITECTURE P.C.

ARCHITECTURE. CITY PLANNING. INTERIOR DESIGN. CONST. MANAGEMENT.

815A 51ST STREET BSMT Tel: (718)621-3989
BROOKLYN, NY 1220 Fax: (718)621-3981



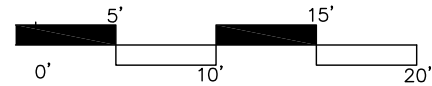
ROOM NAME LEGEND	
CHAPEL VEST.	CHAPEL VESTIBULE
ELEV.	ELEVATOR
H/C TLT.	HANDICAP TOILET
REF.	RESIDENT FOYER
REL.	RESIDENT ELEVATOR LOBBY
RFR.	REFUSE ROOM
RES. VEST.	RESIDENTIAL VESTIBULE

ABBREVIATION:

AD - AREA DRAIN
RD - ROOF DRAIN
ELEV - ELEVATOR
H - HOT WATER HEATER

KEY

---	PROPERTY LINE
---	UNIT BOUNDARIES
[Pattern]	GRASS AREA
[Pattern]	LIMITED COMMON ELEMENT (L.C.E.)
[Pattern]	COMMON ELEMENT (C.E.)



THE ABOVE NUMBERS ARE PRELIMINARY AND ARE SUBJECT TO FINAL SURVEY.

1ST FLOOR: UNIT 1

HOUSE OF WORSHIP: 2247 S.F.

INCONJUNCTION TO CELLAR FLOOR

UNIT 1 TOTAL AREA: 4315 S.F.(CELLAR+1ST FLR)

INITIAL APPROVAL	12/04/2017
REVISION 01	02/25/2019
REVISION 02	11/13/2019
REVISION 03	10/09/2020

AJR
ARCHITECTURE P.C.

ARCHITECTURE. INTERIOR DESIGN.
CITY PLANNING. CONST. MANAGEMENT.

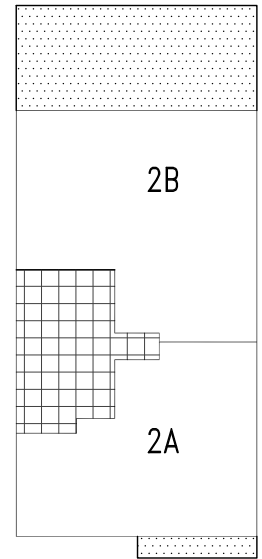
815A 51ST STREET BSMT Tel: (718)621-3989
BROOKLYN, NY 1220 Fax: (718)621-3981

ROOM NAME LEGEND	
BAL.	BALCONY
M.	MECHANICAL ROOM
BR.	BEDROOM
CLO.	CLOSET
DIN.	DINING ROOM
ELEV.	ELEVATOR
FOY.	FOYER
H/C BATH.	HANDICAP BATHROOM
H/C TLT.	HANDICAP TOILET
KIT'N.	KITCHENETTE
LR.	LIVING ROOM
RFR.	REFUSE ROOM
STO.	STORAGE ROOM
W/D.	WASHER/DRYER

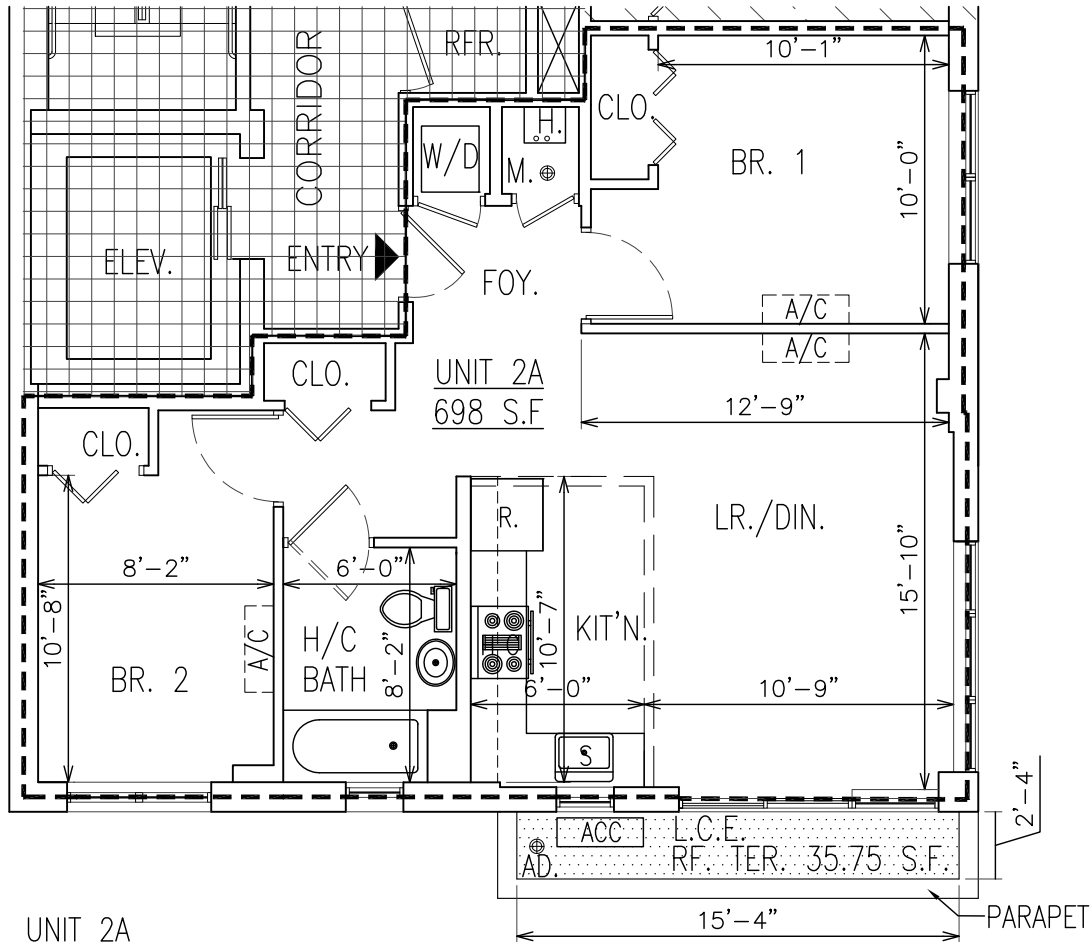
ABBREVIATION:
R - REFRIGERATOR
C - COOKING STOVE
H - HOOD
S - KITCHEN SINK
A/C - SPLIT UNIT AIR HANDLER
ACC - AIR CONDENSER UNIT
AD - AREA DRAIN
RD - ROOF DRAIN
H. - HOT WATER HEATER

KEY
--- UNIT BOUNDARIES
[Pattern: Dotted] LIMITED COMMON ELEMENT (L.C.E.)
[Pattern: Grid] COMMON ELEMENT (C.E.)

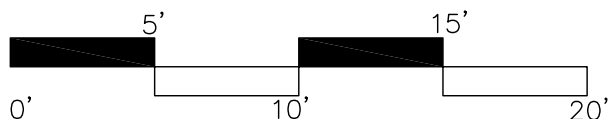
KEY PLAN



[Pattern: Grid] COMMON ELEMENT (C.E.)
[Pattern: Dotted] LIMITED COMMON ELEMENT (L.C.E.)



UNIT 2A
TOTAL = 698 S.F. + 35.75 S.F. ROOF TERRACE



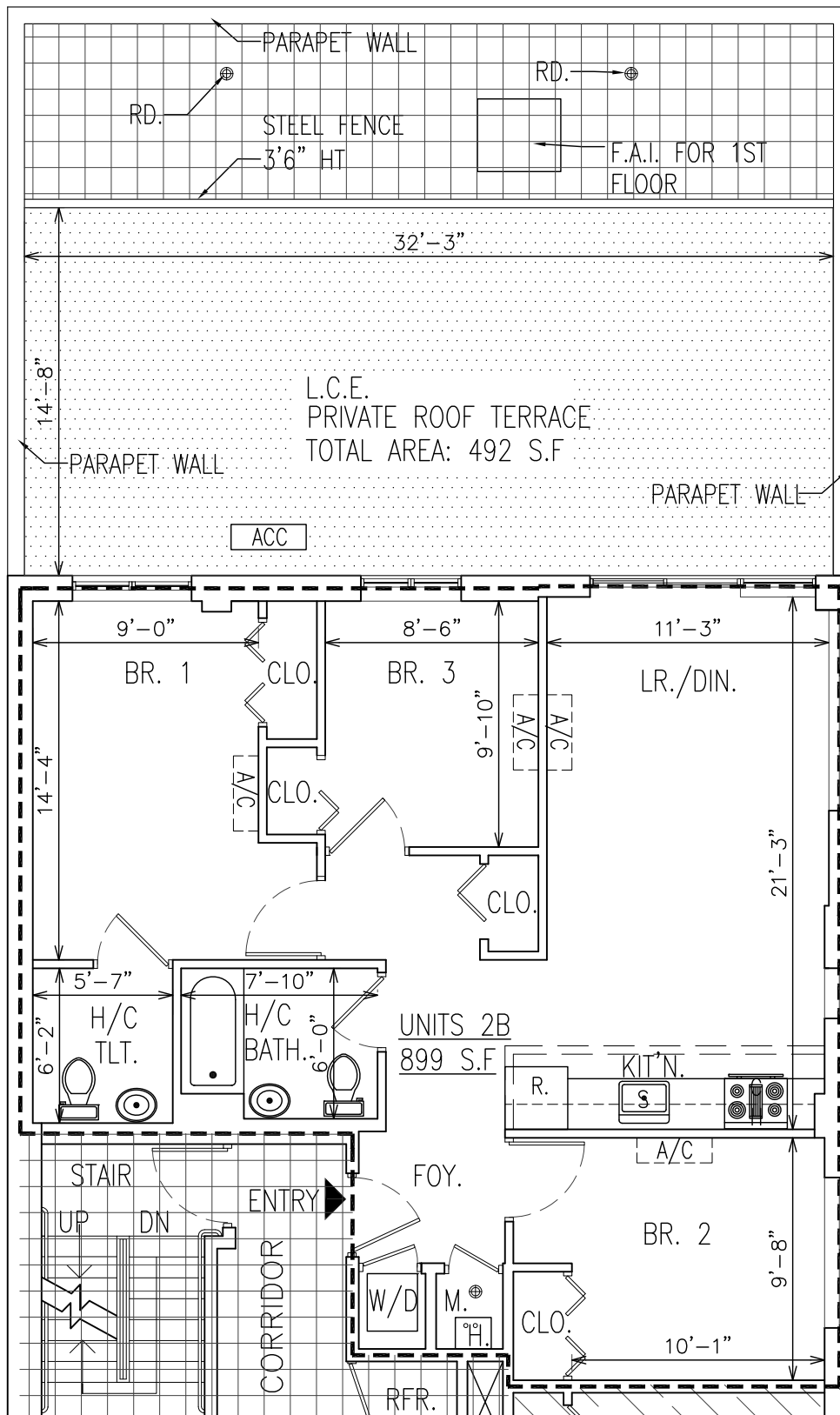
THE ABOVE NUMBERS ARE PRELIMINARY
AND ARE SUBJECT TO FINAL SURVEY.

INITIAL APPROVAL	12/04/2017
REVISION 01	02/25/2019
REVISION 02	11/13/2019
REVISION 03	10/09/2020

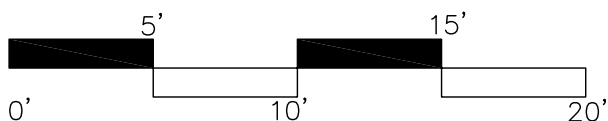
AJR
ARCHITECTURE P.C.

ARCHITECTURE. INTERIOR DESIGN.
CITY PLANNING. CONST. MANAGEMENT.

815A 51ST STREET BSMT Tel: (718)621-3989
BROOKLYN, NY 1220 Fax: (718)621-3981

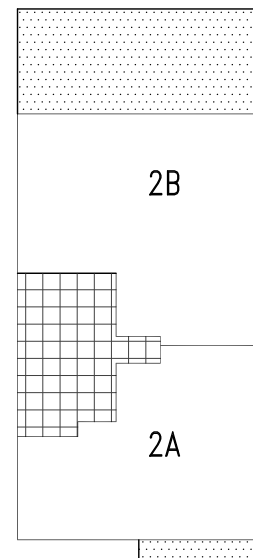


UNIT 2B
TOTAL = 899 S.F. + ROOF TERRACE 492 S.F.



THE ABOVE NUMBERS ARE PRELIMINARY
AND ARE SUBJECT TO FINAL SURVEY.

KEY PLAN



- COMMON ELEMENT (C.E.)
 LIMITED COMMON ELEMENT (L.C.E.)

ROOM NAME LEGEND

BAL.	BALCONY
M.	MECHANICAL ROOM
BR.	BEDROOM
CLO.	CLOSET
DIN.	DINING ROOM
ELEV.	ELEVATOR
FOY.	FOYER
H/C BATH.	HANDICAP BATHROOM
H/C TLT.	HANDICAP TOILET
KIT'N.	KITCHENETTE
LR.	LIVING ROOM
RFR.	REFUSE ROOM
STO.	STORAGE ROOM
W/D.	WASHER/DRYER

ABBREVIATION:

R - REFRIGERATOR
C - COOKING STOVE
H - HOOD
S - KITCHEN SINK
A/C - SPLIT UNIT AIR HANDLER
ACC - AIR CONDENSER UNIT
AD - AREA DRAIN
RD - ROOF DRAIN
H. - HOT WATER HEATER

KEY

- UNIT BOUNDARIES
 LIMITED COMMON ELEMENT (L.C.E.)
 COMMON ELEMENT (C.E.)

INITIAL APPROVAL	12/04/2017
REVISION 01	02/25/2019
REVISION 02	11/13/2019
REVISION 03	10/09/2020

AJR
ARCHITECTURE P.C.

ARCHITECTURE. CITY PLANNING. INTERIOR DESIGN. CONST. MANAGEMENT.

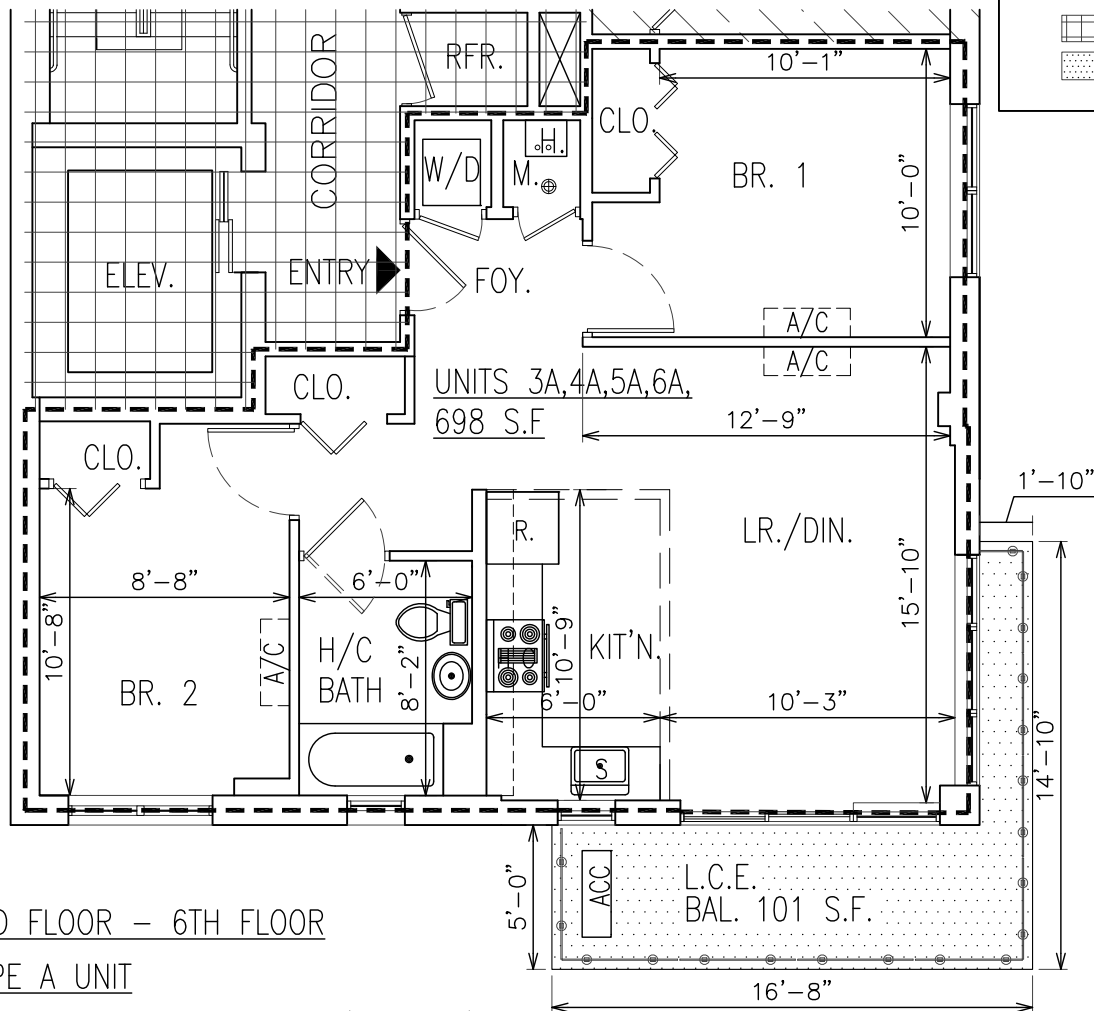
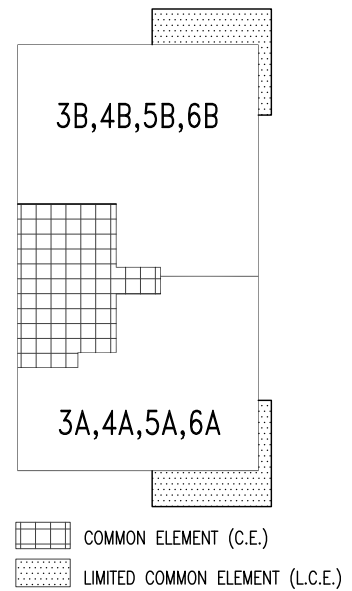
815A 51ST STREET BSMT Tel: (718)621-3989
BROOKLYN, NY 1220 Fax: (718)621-3981

ROOM NAME LEGEND	
BAL.	BALCONY
M.	MECHANICAL ROOM
BR.	BEDROOM
CLO.	CLOSET
DIN.	DINING ROOM
ELEV.	ELEVATOR
FOY.	FOYER
H/C BATH.	HANDICAP BATHROOM
H/C TLT.	HANDICAP TOILET
KIT'N.	KITCHENETTE
LR.	LIVING ROOM
RFR.	REFUSE ROOM
STO.	STORAGE ROOM
W/D.	WASHER/DRYER

ABBREVIATION:
R - REFRIGERATOR
C - COOKING STOVE
H - HOOD
S - KITCHEN SINK
A/C - SPLIT UNIT AIR HANDLER
ACC - AIR CONDENSER UNIT
AD - AREA DRAIN
RD - ROOF DRAIN
H. - HOT WATER HEATER

KEY
--- UNIT BOUNDARIES
[Pattern] LIMITED COMMON ELEMENT (L.C.E.)
[Pattern] COMMON ELEMENT (C.E.)

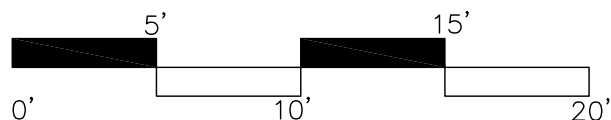
KEY PLAN



3RD FLOOR - 6TH FLOOR

TYPE A UNIT

UNIT 3A=698 S.F +101 S.F.(BALCONY)
UNIT 4A=698 S.F +101 S.F.(BALCONY)
UNIT 5A=698 S.F +101 S.F.(BALCONY)
UNIT 6A=698 S.F +101 S.F.(BALCONY)



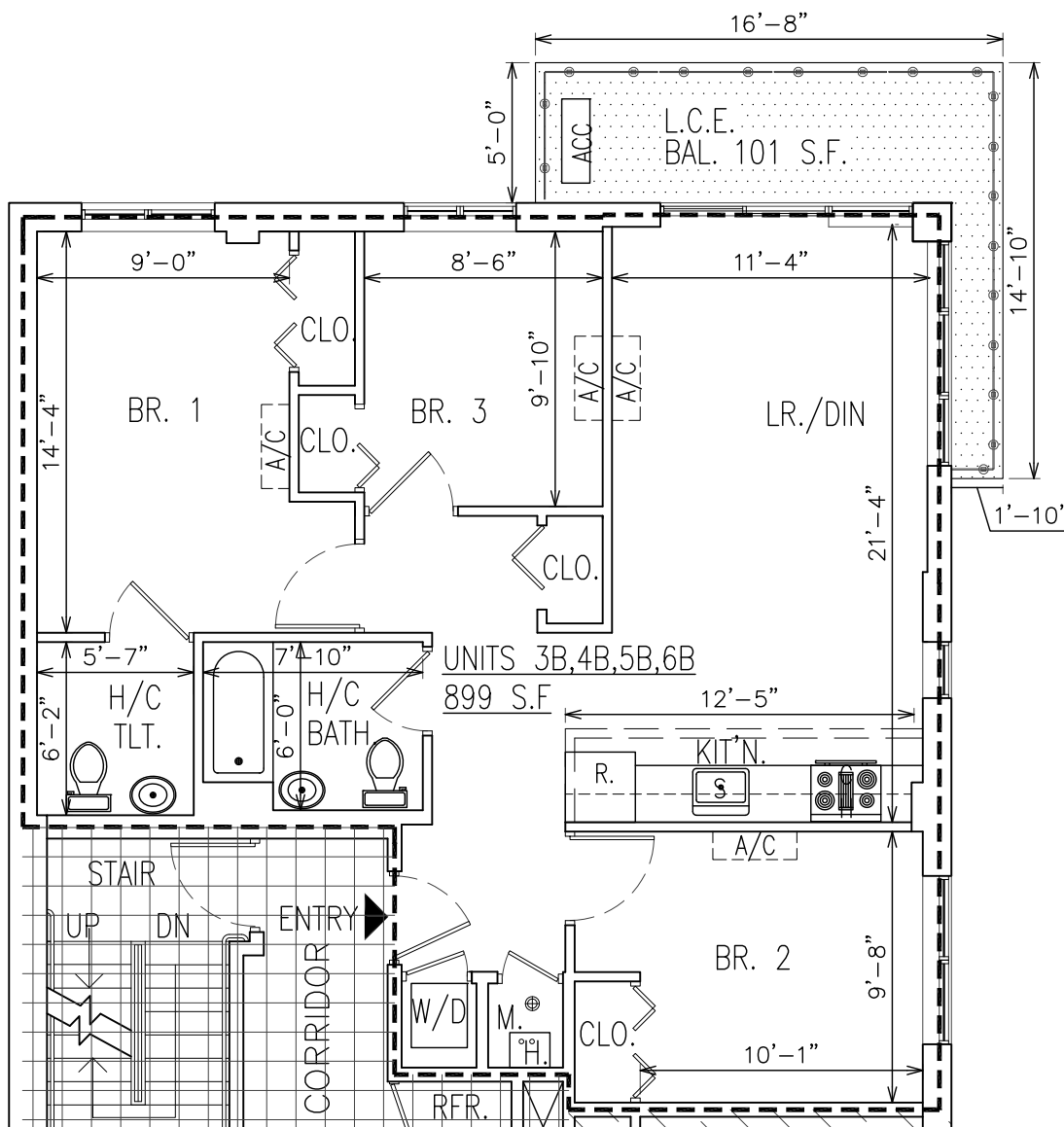
THE ABOVE NUMBERS ARE PRELIMINARY
AND ARE SUBJECT TO FINAL SURVEY.

INITIAL APPROVAL	12/04/2017
REVISION 01	02/25/2019
REVISION 02	11/13/2019
REVISION 03	10/09/2020

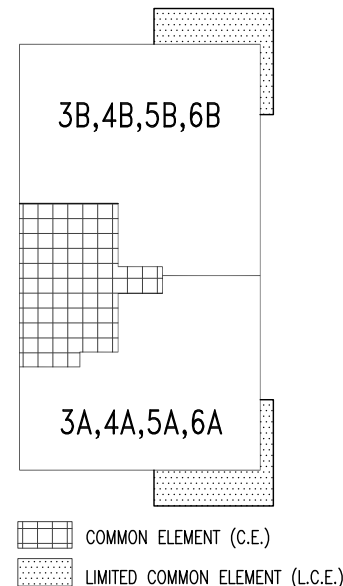
AJR ARCHITECTURE P.C.

ARCHITECTURE. CITY PLANNING. INTERIOR DESIGN. CONST. MANAGEMENT.

815A 51ST STREET BSMT BROOKLYN, NY 1220 Tel: (718)621-3989 Fax: (718)621-3981



KEY PLAN



ROOM NAME LEGEND

BAL.	BALCONY
M.	MECHANICAL ROOM
BR.	BEDROOM
CLO.	CLOSET
DIN.	DINING ROOM
ELEV.	ELEVATOR
FOY.	FOYER
H/C BATH.	HANDICAP BATHROOM
H/C TLT.	HANDICAP TOILET
KIT'N.	KITCHENETTE
LR.	LIVING ROOM
RFR.	REFUSE ROOM
STO.	STORAGE ROOM
W/D.	WASHER/DRYER

ABBREVIATION:

R - REFRIGERATOR
 C - COOKING STOVE
 H - HOOD
 S - KITCHEN SINK
 A/C - SPLIT UNIT AIR HANDLER
 ACC - AIR CONDENSER UNIT
 AD - AREA DRAIN
 RD - ROOF DRAIN
 H. - HOT WATER HEATER

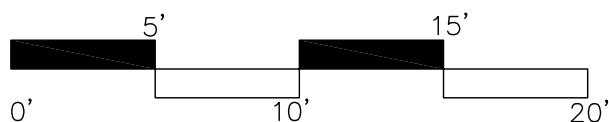
KEY

--- UNIT BOUNDARIES
 [Dotted Pattern] LIMITED COMMON ELEMENT (L.C.E.)
 [Grid Pattern] COMMON ELEMENT (C.E.)

3RD FLOOR - 6TH FLOOR

TYPE B UNIT

UNIT 3B = 899 S.F. + 101 S.F.(BALCONY)
 UNIT 4B = 899 S.F. + 101 S.F.(BALCONY)
 UNIT 5B = 899 S.F. + 101 S.F.(BALCONY)
 UNIT 6B = 899 S.F. + 101 S.F.(BALCONY)



THE ABOVE NUMBERS ARE PRELIMINARY AND ARE SUBJECT TO FINAL SURVEY.

INITIAL APPROVAL	12/04/2017
REVISION 01	02/25/2019
REVISION 02	11/13/2019
REVISION 03	10/09/2020

AJR

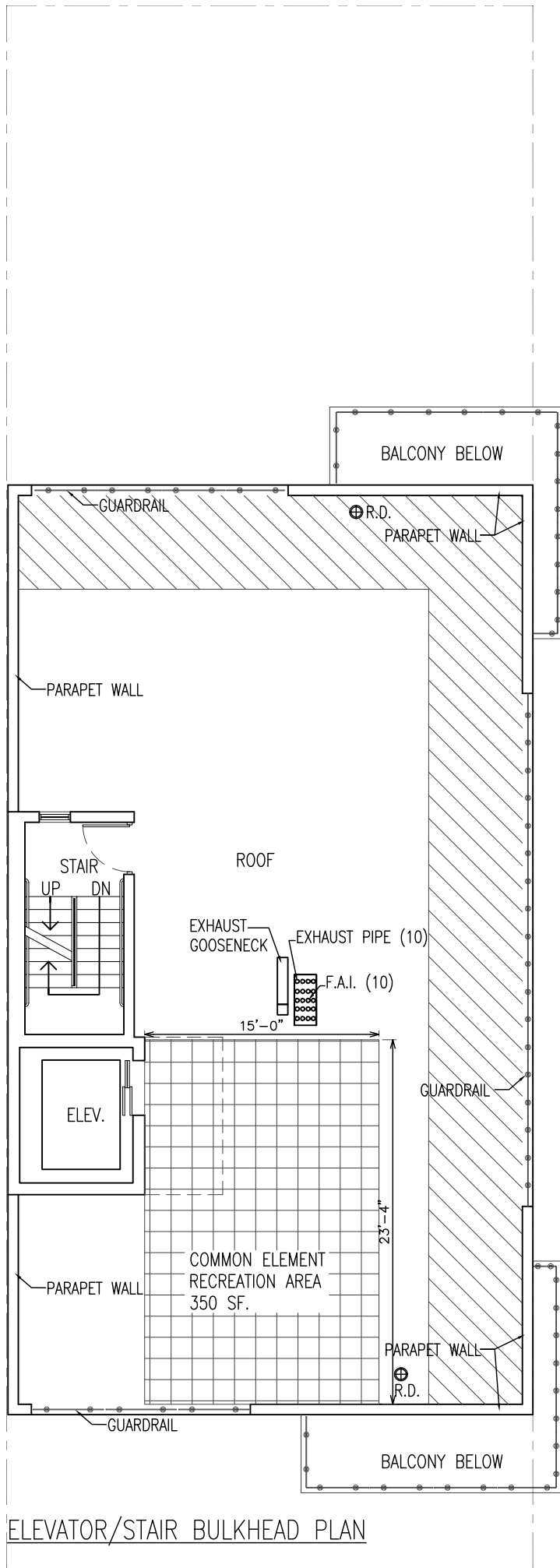
ARCHITECTURE P.C.

ARCHITECTURE.
CITY PLANNING.

INTERIOR DESIGN.
CONST. MANAGEMENT.

815A 51ST STREET BSMT
BROOKLYN, NY 1220

Tel: (718)621-3989
Fax: (718)621-3981



ABBREVIATION:
 RD — ROOF DRAIN
 F.A.I. — FRESH AIR INTAKE
 ELEV. — ELEVATOR

KEY

- — — PROPERTY LINE
- COMMON ELEMENT (C.E.)
- FIRE DEPARTMENT ACCESS PATH

0' 10' 20'
 THE ABOVE NUMBERS ARE PRELIMINARY
 AND ARE SUBJECT TO FINAL SURVEY.

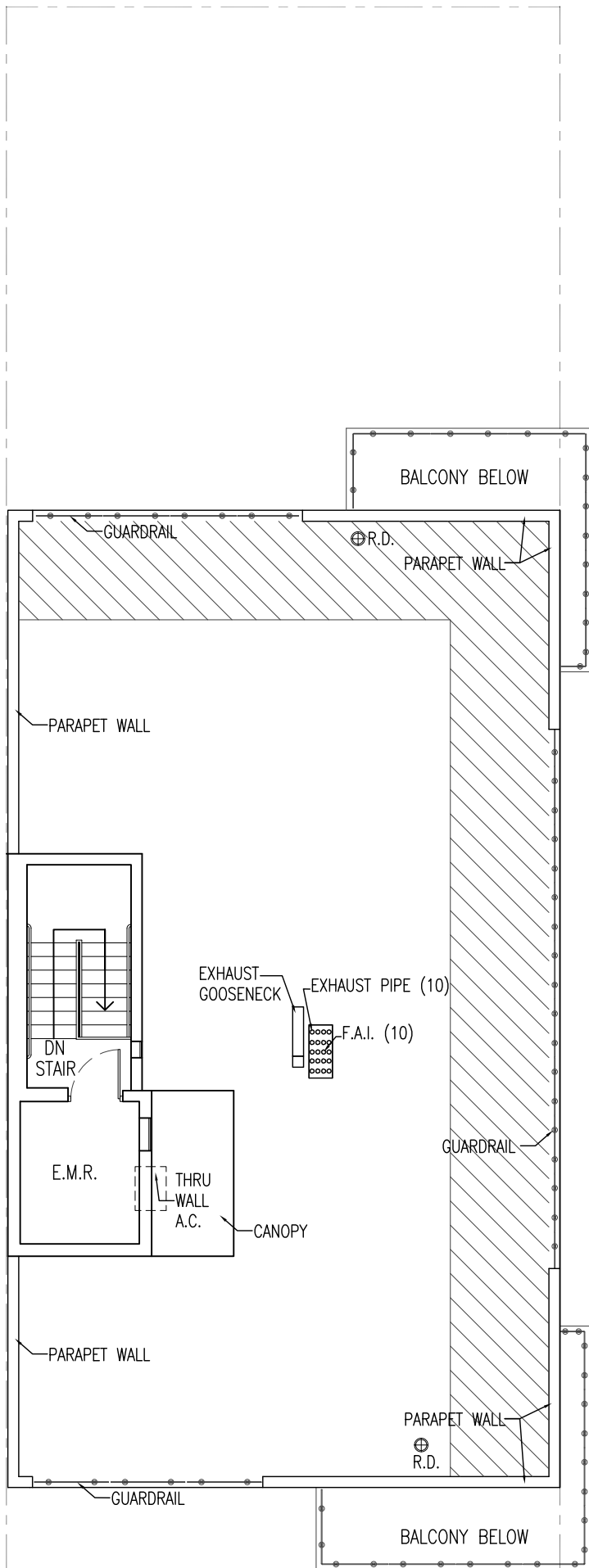
INITIAL APPROVAL	12/04/2017
REVISION 01	02/25/2019
REVISION 02	11/13/2019
REVISION 03	10/09/2020

AJR
 ARCHITECTURE P.C.

ARCHITECTURE. CITY PLANNING. INTERIOR DESIGN. CONST. MANAGEMENT.

815A 51ST STREET BSMT BROOKLYN, NY 1220 Tel: (718)621-3989 Fax: (718)621-3981

ELEVATOR/STAIR BULKHEAD PLAN



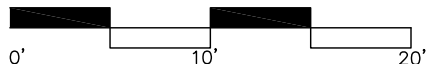
ELEVATOR MACHINE ROOM PLAN

ABBREVIATION:
 RD — ROOF DRAIN
 F.A.I. — FRESH AIR INTAKE
 E.M.R. — ELEVATOR MACHINE ROOM

KEY

— — — PROPERTY LINE

 FIRE DEPARTMENT ACCESS PATH

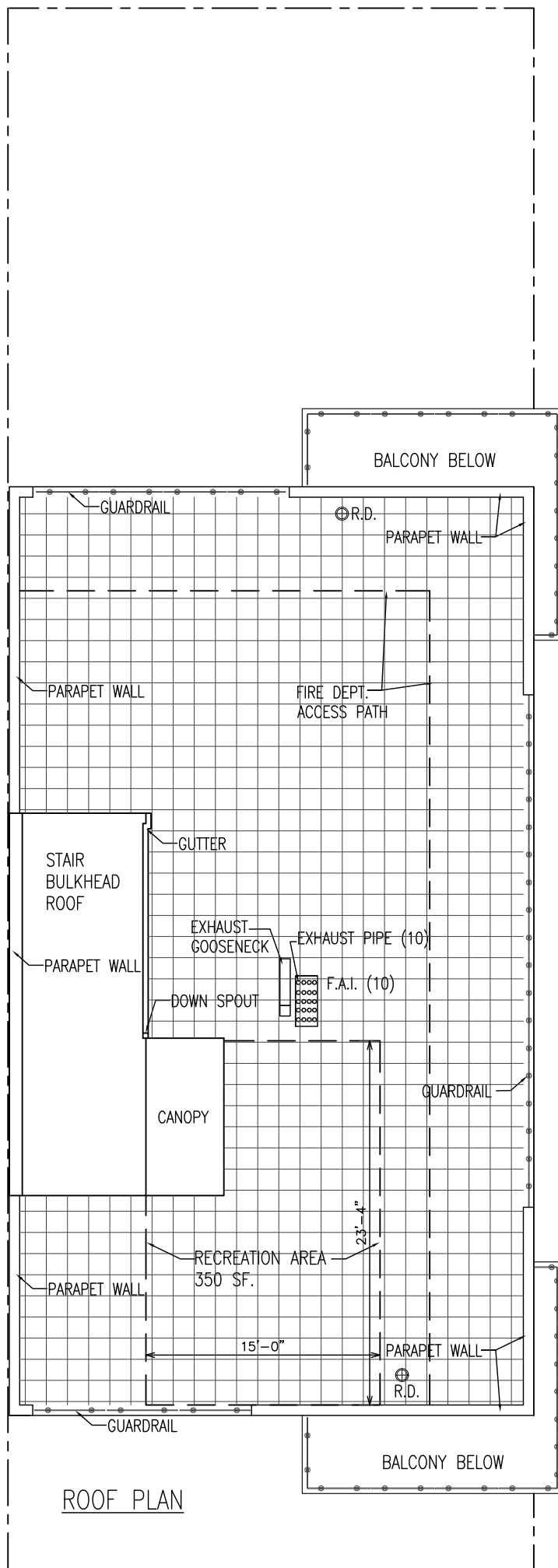

 0' 10' 20'
 THE ABOVE NUMBERS ARE PRELIMINARY
 AND ARE SUBJECT TO FINAL SURVEY.

INITIAL APPROVAL	12/04/2017
REVISION 01	02/25/2019
REVISION 02	11/13/2019
REVISION 03	10/09/2020

AJR
 ARCHITECTURE P.C.

ARCHITECTURE. CITY PLANNING. INTERIOR DESIGN. CONST. MANAGEMENT.

815A 51ST STREET BSMT BROOKLYN, NY 1220 Tel: (718)621-3989 Fax: (718)621-3981



ABBREVIATION:
RD — ROOF DRAIN
F.A.I. — FRESH AIR INTAKE

KEY
— — — — — PROPERTY LINE
COMMON ELEMENT (C.E.)

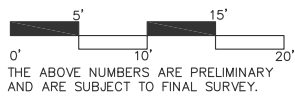
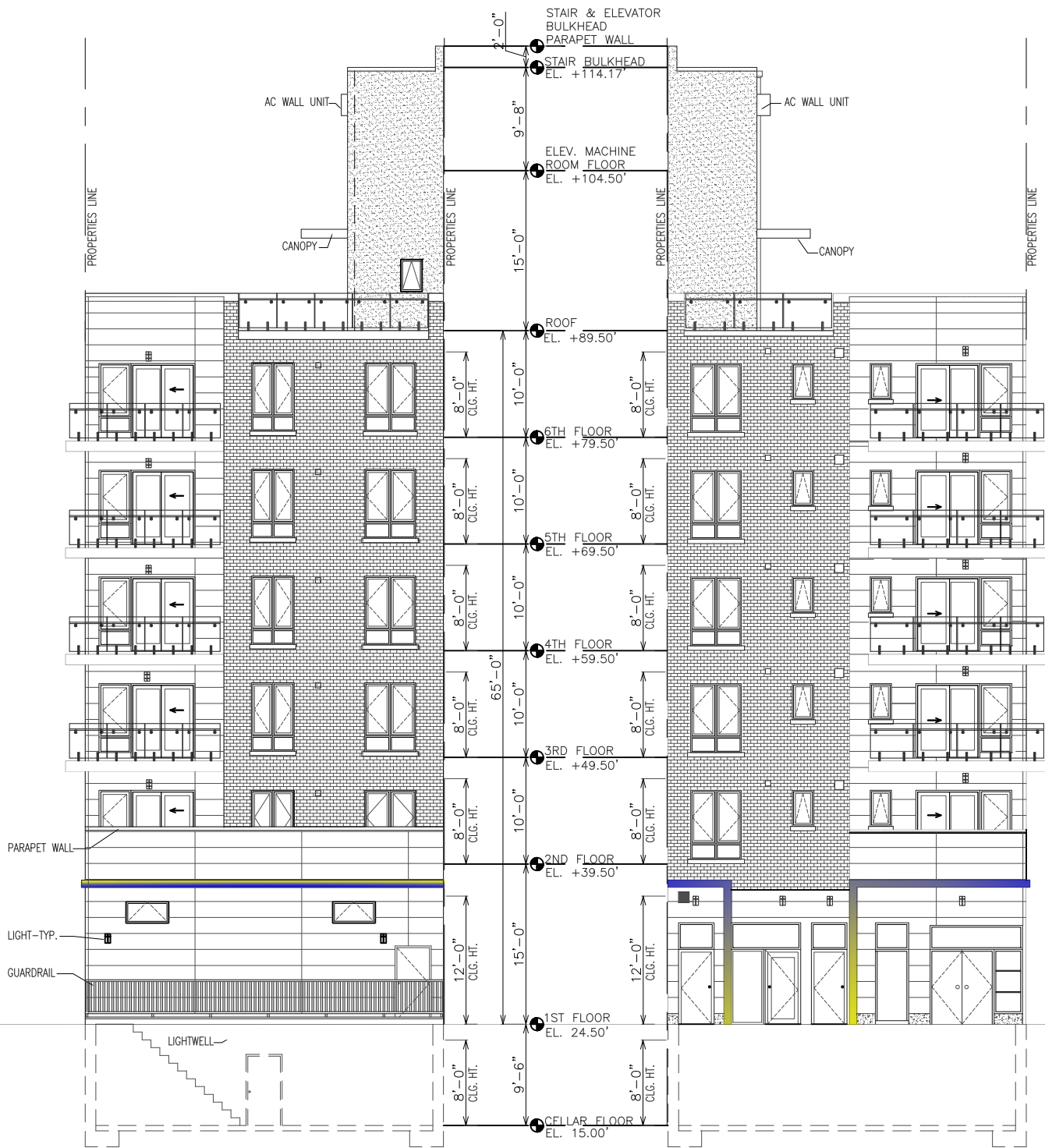
0' 10' 20'
THE ABOVE NUMBERS ARE PRELIMINARY
AND ARE SUBJECT TO FINAL SURVEY.

INITIAL APPROVAL	12/04/2017
REVISION 01	02/25/2019
REVISION 02	11/13/2019
REVISION 03	10/09/2020

AJR ARCHITECTURE P.C.

ARCHITECTURE. CITY PLANNING. INTERIOR DESIGN. CONST. MANAGEMENT.

815A 51ST STREET BSMT Tel: (718)621-3989
BROOKLYN, NY 1220 Fax: (718)621-3981



INITIAL APPROVAL	12/04/2017
REVISION 01	02/25/2019
REVISION 02	11/13/2019
REVISION 03	10/09/2020

AJR
ARCHITECTURE P.C.

ARCHITECTURE. CITY PLANNING. INTERIOR DESIGN. CONST. MANAGEMENT.

815A 51ST STREET BSMT Tel: (718)621-3989
BROOKLYN, NY 1220 Fax: (718)621-3981

New York Real Property Law, Article 9-B.

§339-kk. Rents.

(a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) 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 sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

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

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to

the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

DECLARATION

Establishing a Plan for Condominium Ownership of Premises located at 7504 Bay Parkway, Brooklyn, New York, County of Kings, City and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: THE RIDGE PARK CONDOMINIUM

**DECLARANT: THE RIDGE PARK LLC
815A 51st Street, Basement
Brooklyn, New York 11220**

DATE OF DECLARATION:

The land affected by the within instrument lies in Block 6230 on the Tax Map of the Borough of Brooklyn, County of Kings, City and State of New York.

**F/k/a: Lot(s) 39
N/k/a: Lot(s)**

Record and Return:

**LAW OFFICE OF CLAUDIA V. MURDOCH, P.C.
Attorney for Declarant
117 Seventh Avenue
Brooklyn, New York 11215**

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP of Premises to be known as THE RIDGE PARK CONDOMINIUM, located at 7504 Bay Parkway, Brooklyn, New York, Borough of Brooklyn, County of Kings, City and State of New York, pursuant to Article 9B of the Real Property Law of the State of New York.

THE RIDGE PARK LLC, located at 815A 51st Street Basement, Brooklyn, New York 11220, hereinafter referred to collectively as "the Declarant," does hereby declare:

1. SUBMISSION OF PROPERTY: Declarant hereby submits the land hereinafter described, together with the Buildings and improvements thereon erected ("the Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York.
2. AREA AND LOCATION OF LAND: The land ("Land") consists of 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, more particularly described on Schedule A annexed hereto and made a part hereof. The Land is owned by the Declarant in fee simple absolute.
3. NAME OF CONDOMINIUM: The Condominium shall be known as THE RIDGE PARK CONDOMINIUM.
4. DESCRIPTION OF THE BUILDING: The condominium consists of a single building composed of a cellar and six stories, and containing, in aggregate, ten (10) residential units and one (1) community facility unit. The legal occupancy will match the proposed occupancy hereunder. The building complies with Class 1B construction requirements.
5. THE UNITS: SCHEDULE B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit designation; tax lot number; approximate square foot area; location; number of rooms; the portion of the Common Elements, including Limited Common Elements to which the Unit has immediate access (if any) and the percentage of interest in the Common Elements. The location of each Unit and any Limited Common Elements appurtenant thereto is more clearly designated on the Floor Plans (as hereinafter defined) and reference should be made thereto for the statement of the location of each Unit. The boundaries of the Units consist of the area measured horizontally between the outside face of the exterior walls to the non-unit side of the walls and partitions dividing the units from corridors, stairs and mechanical spaces. Areas are measured to the centerline when a partition divides two units. Areas may vary within reasonable tolerances from the "as-built" square footage. Common elements located within Unit shall not be considered part of such Unit.

6. FLOOR PLANS: As shown on the Floor Plans of the Buildings (the "Floor Plans"), certified by Anthony James Lee, R.A., and intended to be filed in the Office of the City Register of the City of New York simultaneously with the recording of this Declaration, the dimensions indicated are approximate, and are incorporated by reference as if fully set forth herein.

7. COMMON ELEMENTS: The Common Elements of the Condominium consist of the entire Property, including parts of the Buildings and improvements thereon other than the Units. Common Elements are comprised of General Common Elements and Limited Common Elements. They include, to the extent applicable, the following:

a) General Common Elements:

(i) The land on which the Buildings are physically erected, including any open areas appurtenant to the building(s);

(ii) All foundations, columns, girders, beams, supports, bearing walls; those portions of the exterior walls and installations beyond the exterior face of the Buildings; those portions of the walls and partitions dividing the Units from corridors, lobby and stairs located beyond the exposed face of the dry walls enclosing the Unit; the subfloor and framing joists, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roofs (excluding terraces), fire escapes (if any), corridors, halls, stairs and stairway areas located beyond the unexposed face of the dry walls enclosing the Residential Unit; lobby; storage and utility areas located beyond the unexposed face of the dry walls and the entrances to and exits from the Buildings;

(iii) All installations outside the Units for services such as gas, power, light, telephone and water;

(iv) All sewer pipes and drainage pipes outside units, including all drains and dry well on the land and those located outside the building footprint;

(v) The boiler room and meter areas, and janitor's closet(s), if any, as shown and delineated on the Floor Plans. To the extent the "as-built" condition of the building differs from such Floor Plans, both said Floor Plans and this Declaration shall be deemed amended to conform to said as-built condition;

(vi) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance or safety of the Buildings.

(vii) The foregoing are included only to the extent they are present in this building. If any of the foregoing items are hereinafter designated as limited common elements, such designation shall take priority over the listing set forth herein.

b) Limited Common Elements:

Limited Common Elements are those areas appurtenant to a particular Unit or Units, the use of which is restricted to the owner(s) of such Unit or Units, but which are not owned by that unit owner. Each Unit Owner, his guests, invitees, lessees and residents of his Unit shall have the exclusive right to use and possession of the limited common elements of the building indicated in the attached Exhibit B, subject to the following:

Each Unit Owner shall be solely and only responsible for repair and maintenance of the Limited Common Element appurtenant to his/her Unit including, but not limited to, painting, cleaning, patching, and surface repair. In the event a Unit Owner fails to properly maintain his/her Limited Common Element, the Condominium Board of Managers may take such steps as in its exclusive judgment are necessary to maintain the areas and the cost thereof shall be assessed against the Condominium Unit to which such Limited Common Elements are appurtenant. To the extent that any damage to a Limited Common Element is caused by building condition, or by other condition for which the Condominium carries insurance, the cost of repair of such damage shall be borne by the Condominium.

8. DETERMINATION OF PERCENTAGES OF COMMON INTEREST: The determination of percentages of Common Interest allocated to each unit is based upon floor space, subject to the location of such space, and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements or exclusive or shared use, and the overall dimensions of a particular unit, as per Section 339(i)(1)(iv) of the New York State Real Property Law.

9. USE OF UNITS: Any Residential Unit may be used for private residential use, or for any home occupation use permitted under applicable zoning laws and ordinances, building code, or other rules and regulations of governmental authorities having jurisdiction thereof. Such Units may also be used as professional offices by a resident thereof, provided such professional use does not violate any zoning law and ordinance, and provided further that prior written consent of the Board of Managers for such professional use is obtained. Community facility unit usage must conform to applicable zoning regulations or any variance granted thereof, and the Certificate of Occupancy for the premises or any amendment thereto. Notwithstanding the foregoing, the Declarant may, without the permission of the Board of Managers, retain ownership of one or more Units for use as rental units, models, sales and/or offices, in connection with the sale or rental of the Units.

10. ENCROACHMENTS: If any portion of the Common Elements encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Buildings, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings; a valid easement shall exist for such encroachments and for the maintenance of the same so long as the Buildings shall stand.

11. EASEMENTS:

a) Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right to access to each Unit and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

b) The Declarant and its designees, their successors, assigns, invitees, licensee, contractors, employees and tenants, shall have an easement in, on, over and across the Property for (i) construction, installation and development thereon and for the construction and installation, ingress to and egress from, and use of (including the right to connect with)

all pipes, conduits, ducts, cables, wires, storm drainage facilities, water, sewer and other utility lines and (ii) construction and installation, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables, and (iv) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

c) The Declarant, its designees and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in the access to Units and Common Elements consistent with the purposes of the Offering Plan for the Property as same may be amended, and Declarant's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements, and (ii) reserve the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Declarant or designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or the residents of any property adjacent to the Property, or users of the Recreation Facilities, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Residential Units for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right to access of any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right to access is exercised in such a manner as not unreasonably to interfere with the use of the Units.

d) The user of any easement granted by Sub-paragraphs "b" and "c" of this Paragraph 11 shall have the responsibility of repairing any damage resulting therefrom.

12. PERSON TO RECEIVE SERVICE: For the period during which Declarant is in control of the Board of Managers, The Ridge Park LLC, 815A 51st Street, Brooklyn, New York 11220, is hereby designated to receive notice of process in any action which may be brought against the Condominium. After Declarant relinquishes control of the Board of Managers

notice of process in any action which may be brought against the Condominium shall be served on the President of the Condominium at the office of the Condominium located at 7504 Bay Parkway, Brooklyn, New York. In addition to the foregoing, the Secretary of State of the state of New York is hereby designated as agent of the Board of Managers to accept the service of process in any proceeding.

13. UNITS SUBJECT TO DECLARATION, BY-LAWS, AND RULES AND REGULATIONS:

All present and future Owners, tenants, subtenants 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 (if any), as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering unto occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

14. AMENDMENT TO DECLARATION: This Declaration may be amended, modified, added to or deleted from by vote of Unit Owners representing at least 66-2/3% of all Unit Owners in number and in common interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved, in writing by vote of Unit Owners representing at least 66-2/3% of the Common Interest of all Unit Owners; provided however,

a) No amendment, modification, addition, or deletion which shall adversely affect the lien or any mortgage may be made without the written consent of the mortgagee;

b) No amendment which shall change the percentage of Common Interest allocated to any Unit or Units may be made without the written consent of such Owner;

c) No amendment, modification, addition, or deletion of or to this Declaration will be effective in any respect against the Declarant, its designee, or any Unsold Unit until the Declarant or such designee shall consent thereto in writing;

d) No amendment, modification, addition, or deletion of or to this Declaration which would in any way alter, restrict or change the use to which a Commercial Unit may be put shall be effective against any such Commercial Unit without the written consent of the Owner of such Commercial Unit.

The Declarant hereby reserves to itself and its designee(s) the right to amend this Declaration at any time without the requirements of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Buildings and appurtenances that are incomplete upon the original filing of the Declaration provided that the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depicting the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p, will be filed with such amendment.

No such amendment shall be effective until recorded in the Office of the City Register of the City of New York.

15. CHANGES IN UNSOLD UNITS:

A. For any Unit owned by the Sponsor or its designee(s), if not prohibited by the New York Condominium Act (as the same may be amended), the Sponsor or its designee(s) shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit Mortgages, to (i) make alterations, additions, or improvements in, to and upon the Unit; (ii) change the layout or number of rooms in the Unit; (iii) change in and size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and (iv) reapportion among such Units affected by such change in size or number, subdivision, combination or alteration, appurtenant interests in the Common Elements; provided, however, that the Sponsor or its designee(s) shall comply with all rules, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all Unit Owners affected. Written consent will be obtained from Unit Owners, if any, who are adversely affected as a result of the above changes. Contract vendees, if any, pursuant to Purchase Agreements with the Sponsor or its designees for a Unit adversely affected as a result of the above changes, will be given the right to rescind their Purchase Agreements and receive a refund of any disclosed in an amendment to the Offering Plan for the Property. The provisions of this Paragraph 15 may not be added to, amended or deleted without the prior written consent of the Sponsor or its designee(s). In the event of any such

change in an Unsold Units, Sponsor shall amend the Declaration and Floor Plans to reflect same.

B. CHANGES TO A COMMERCIAL UNIT: Except to the extent prohibited by law, the Owner of a Commercial Unit shall have the right without the vote or consent of the Board of Managers to: (i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Commercial Unit; (ii) change the layout of, or number of rooms in the Commercial Unit; (iii) change the size and/or numbers by subdividing the Commercial Unit, into two or more separate Commercial Units, combining separate Commercial Units (including those resulting from such subdivision or otherwise) into one or more Commercial Units, altering the boundary walls between any Commercial Units, or otherwise; and (iv) if appropriate, reapportion amount the Commercial Units affected by such change in size or number pursuant to the preceding clause "c" their percentages of interest in the common element; provided, however, that the percentage of interest in the common elements of any other Commercial Units shall not be changed by reason thereof unless the Owners of such Commercial Units shall consent thereto and, provided further, that the owner filing such changes shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Commercial Units harmless from any liability arising therefrom.

Nothing contained in this Declaration shall prohibit the division or consolidation of any Commercial Units and common interest appurtenant thereto, including but not limited to a change in the number of rooms. Any such change which will affect the structural integrity of the Building requires the prior written consent of the Board of Managers. In no case, however, may such division or consolidation result in a different percentage of common interest for the total of new Commercial Units than existed for the total of the original Commercial Units before division or consolidation. An amendment to this Declaration authorized by this paragraph may be filed by the new Unit Owner(s) without notice to or consent of the Board of Managers or any other Commercial Owner(s) provided the percentage of common interest of all other existing Commercial Units is not affected thereby.

If the number of rooms in an Unsold Commercial Unit is changed, or the size and/or number of Unsold Commercial Units is changed (whether as a result of a subdivision or combination of Unsold Commercial Units, or of boundary walls between Unsold Commercial Units, or otherwise) and the appurtenant percentage interest in the common elements is reapportioned as a result thereof, all in accordance with the provisions of this Article, then the Sponsor or its designee shall have the right to execute, or (on its request) to

require any other Unit Owner or the Condominium Board of Managers to execute, and record in the Office of the City Register of the City of New York, an amendment to this Declaration (together with such other documents as the Sponsor or its designee deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Commercial Units any of them or in the size and/or number of Unsold Commercial Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage of interest in the common elements.

In the event the Sponsor or its designee, exercising its rights pursuant to this Article so requires, the Board of Managers shall promptly amend the Declaration at the expense of the Sponsor or its designee, to reflect any such alteration, addition, improvements, changes or reapportionments and shall record such amendment in the Office of the City Register of the City of New York.

Unit Owners in the Condominium hold title to their respective Units subject to the benefits, rights, privileges, easements, burdens, covenants, and restrictions as described herein, in the By-Laws of the Condominium and any agreement of record recorded prior or subsequent to this Declaration.

16. INVALIDITY:

a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or 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 with the same force and effect as if, immediately after the recording of this Declaration or 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 or 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;

(b) Subject to the terms of Paragraph "a" above, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, this Declaration and 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 provisions as a covenant running with the Land.

17. THIS PARAGRAPH HAS BEEN INTENTIONALLY OMITTED.

18. TERMINATION OF CONDOMINIUM: The Condominium may be terminated by casualty loss, condemnation, or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners who own not less than eighty (80%) percent in Common Interest of the Units. The Declarant or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in Common Interest of all other Unit Owners have elected for such withdrawal, in which event the Declarant may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided however, that no payment shall be made to a Unit Owner until all lienors have first been paid off out of his share of such proceeds.

19. COMMON EXPENSE: Common Expenses of the Condominium mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, the Declaration or the By-Laws. Common expenses shall be charged to unit owners according to their respective common interests, except that such expenses may be specially allocated and apportioned by the Board of Managers in a manner different from common profits and expenses for one (1) or more non-residential units. Additionally, common expenses may be specially allocated and apportioned to residential or non-residential units, or a combination thereof, based on special or exclusive use or availability, or exclusive control, of particular units or common areas by particular unit owners.

20. DEFINITION OF "DECLARANT-DESIGNEE": The term "Declarant- Designee" as used in this Declaration shall mean any person or entity designated by the Declarant to acquire title to a Unit, other than a good faith Purchaser for value purchasing pursuant to a validly executed Purchase Agreement. A "Declarant-Designee" shall have the right to designate a

person or entity to succeed to its rights and any such designee shall also be deemed a "Declarant-Designee."

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

22. CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision thereof.

23. GENDER: The use of the masculine gender in this Declaration shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

24. MORTGAGEES RIGHTS:

a) Notwithstanding anything to the contrary set forth in any other portion of this Declaration, amendments of a material adverse nature to the interest of the mortgagees must be agreed to by mortgagees holding mortgages on units entitled to cast at least 51.00% of the votes of the Condominium allocated to all units which are subject to mortgages;

b) Any action to terminate the legal status of the project after substantial destruction or condemnation, or for any other reason, must be agreed to by mortgagees holding mortgages on units entitled to cast at least 51.00% of the votes allocated to units which are encumbered by mortgages at the time of such termination. In the event notice of either of the foregoing is delivered to any mortgagee; and in the further event such mortgagee fails to submit a written response to such written notice within sixty (60) days after it receives such notice (and further provided that such notice was delivered by registered or certified mail with a return receipt requested); then in such case such mortgagee will be deemed to have consented to the notice to action.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed by its duly authorized representatives this day of , 20 .

THE RIDGE PARK LLC
BY:

WING KEN CHOW

STATE OF NEW YORK)
COUNTY OF) SS.:

On the day of , 20 , before me, the undersigned, personally appeared WING KEN CHOW, 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 same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

BY-LAWS

of

THE RIDGE PARK CONDOMINIUM

ARTICLE I

Purpose of Business

Section 1. Unit Ownership: The property located in the Borough of Brooklyn, County of Kings, City and State of New York at 7504 Bay Parkway, Brooklyn, New York (hereinafter called the "Property") has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the Office of the City Register of the City of New York, simultaneously herewith. The Condominium thereby created shall hereinafter be known as THE RIDGE PARK CONDOMINIUM.

Section 2. Applicability of By-Laws: The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Buildings, and all other improvements thereon (including the Units, the Common Elements and the Limited Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York. The Condominium Units are hereinafter sometimes referred to as "Unit" or "Units".

Section 3. Application: All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-laws, the Declaration and the Rules and Regulations attached hereto as Schedule A.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office: The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

Meetings of Unit Owners

Section 1. Annual Meeting: The Annual Meeting of the Unit Owners of the Condominium for the election of the Board of Managers and for such other business as may properly come before such meeting, shall be held in the Borough of Brooklyn, City of New York, at such time and place, each year as may be designated by the Board. The notice of the meeting shall be in writing and signed by the President or a Vice President or the Secretary or an Assistant Secretary. Such notice shall state the time when and the place within the state where it is to be held, and the Secretary shall cause a copy thereof to be delivered personally or mailed to each Unit Owner of record of the Condominium entitled to vote at such meeting not less than ten (10) nor more than forty (40) days before the meeting. If mailed, it shall be directed to each such Unit Owner at his or her address as it appears in the records of the Condominium, unless he or she shall have filed with the Secretary of the Condominium a written request that notices intended for him or her be mailed to some other address, in which case it shall be mailed to the address designated in such request.

Section 2. Special Meetings: Special meetings of Unit Owners, other than those the calling of which is regulated by statute, may be called at any time by the President or Secretary or by a majority of the Board of Managers. It shall also be the duty of the Secretary to call such meetings whenever requested in writing to do so by Unit Owners owning at least twenty-five per cent (25%) of the votes of the Condominium. The Secretary shall cause a notice of such Special Meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 1 of this Article to each Unit Owner of record of the Condominium entitled to vote at such meeting not less than ten (10) nor more than forty (40) days before such meeting. No business other than that stated in such notice shall be transacted at such Special Meeting unless the holders of all the Units of the Condominium be present thereat in person or by proxy. Except that there shall be a meeting commenced within sixty (60) days after the closing of the First Unit to be sold to elect a Board of Managers.

Section 3. Waiver of Notices: The notice provided for in the two foregoing sections is not indispensable, but any Unit Owners' meeting whatever shall be valid for all purposes if all the Unit Owners of the Condominium are represented thereat in person or by proxy, or if a quorum is present, as provided in the next succeeding section, and waiver of notice of the time, place and objects of such meeting shall be duly executed in writing either before or after said meeting by such Unit Owners as are not so represented and were not given such notice.

Section 4. Quorum: At each meeting of Unit Owners, except where otherwise provided by law, Unit Owners representing, in person or by proxy, 51% of the votes of the Units shall constitute a quorum; in case a quorum shall not be present at any meeting, the holders of a majority of the Units represented may adjourn the meeting to some future time and place. Only those Unit Owners who, if present at the adjourned meeting, would have been entitled to vote thereat, shall be entitled to vote at any such adjourned meeting.

Section 5. Voting: At each meeting of Unit Owners, each Unit Owner present in person or by proxy shall be entitled to cast the votes appurtenant to his/her Unit at the time of service of notice of such meeting or at such prior date, not more than forty (40) days before such meeting, as may be prescribed by the Board of Managers as the date for determining which Unit Owners of record are entitled to notice of and to vote at such meeting. The proxies shall be in writing duly signed by the Unit Owner but need not be acknowledged or witnessed, and the person named as proxy by any Unit Owner need not himself be a Unit Owner of the Condominium. Voting by Unit Owners shall be viva voce unless any Unit Owner present at the meeting, in person or by proxy, demands a vote by written ballot, in which case the voting shall be by ballot, and each ballot shall state the name of the Unit Owner voting and the number of votes appurtenant to his/her Unit, and in addition, the names of the proxy of such ballot if cast by a proxy.

Section 6. Title to Units: Title to Units may be taken in the name of an individual or in the name of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation or partnership, or in the name of a fiduciary or trust, estate, un-incorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section.

Section 7. Number of Votes: Any or all of such Owners (including the Sponsor or Sponsor-designee, if the Sponsor or its designee shall then own one or more Units) shall be entitled to cast one vote for each .01% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to the vote at all meetings of Unit Owners. If Units are owned by more than one person as joint tenants, tenants by the entirety, or as tenants in common or by a partnership, corporation or other entity, the persons owning said Unit shall agree among themselves and cast the votes for their Unit as a single vote. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote.

Section 8. Majority of Unit Owners: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having greater than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 7 of this Article II. Two thirds of Unit Owners shall mean those Unit Owners having greater than 66-2/3% of the total authorized vote of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners. A vote of a majority of Unit Owners shall be sufficient for any action of any meeting, except where otherwise provided herein or required by statute.

Section 9. Inspectors of Election: Inspectors of election shall not be required to be appointed at any meeting of Unit Owners unless requested by a Unit Owner present (in person or by proxy) and entitled to vote at such meeting and upon the making of such request inspectors shall be appointed or elected as provided in Section 610 of the Business Corporation Law.

ARTICLE III

OFFICERS

Section 1. Designation: The principal officers of the Condominium shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint such other officers as in its judgment may be necessary. The President and Vice-President, but no other officers, need be members of the Board of Managers.

Section 2. Election of Officers: The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected, their resignation or death.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President: The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice-President: The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Secretary: The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. Treasurer: The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office

of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. Compensation of Officers: No officer shall receive any salary or other compensation from the Condominium for acting as such or for services rendered in an official capacity.

Section 9. Liability of Officers: No officer shall be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify each officer against any liability or claims except those arising out of the bad faith or willful misconduct of an officer. It is intended that each officer shall have no personal liability with respect to any contract made by him on behalf of the Condominium. It is and shall be permissible for each officer who is appointed by the original Board of Managers (designees of the Sponsor), to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by an officer or out of the aforesaid indemnity in favor of each officer shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the aggregate interest in the Common Elements of all the Unit Owners. Every agreement made by an officer on behalf of the Condominium shall provide that each officer is acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners, except for willful misconduct or bad faith), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the aggregate interest in the Common Elements of all Unit Owners.

ARTICLE IV

Managers

Section 1. Number: The number of Managers of the Corporation shall not be less than three (3) nor more than seven (7), as may from time to time be herein provided and, in the absence of such provision shall be three (3). Commencing with the first election of Managers by Unit Owners of the Condominium, and until changed by amendment of this By-Law provision, and hereinafter provided, the number of Managers shall be three (3). The number of Managers shall not be decreased to a number less than the number of Managers then in office except at any Annual Meeting of Unit Owners. However, during the period the Sponsor, its Successor Offeror(s) or

Designees(s) continue to own 50% or more of the Condominium the number of Managers shall remain fixed at three (3).

Section 2. Powers and Duties: The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, as agent of all Unit Owners. The Board shall further have the right to employ a manager or managing agent or both, and may delegate any or all of the powers conferred by this section to such managing agent. Persons employed in the operation of the property may be designated or removed by a majority vote of the Board of Managers, or without vote by the managing agent or manager, if such a person is employed by the Board.

Section 3. Nomination and Election: The Managers shall be elected for a term of one year at the Annual Meeting of Unit Owners or at a Special Meeting called for that purpose as provided by law. When voting for Managers, each Unit Owner shall be entitled to cast one vote for each .01% of common interest in the condominium appurtenant to such Owner's Unit, which may be cast all for one nominated manager or divided among any number of candidates. Their term of office shall be until their respective successors are elected and qualify.

Section 4. Quorum: A majority of the Managers then authorized by these By-Laws shall constitute a quorum.

Section 5. Vacancies: Vacancies in the Board of Managers resulting from death, resignation or otherwise may be filled without notice to any of the Unit Owners by a vote of a majority of the remaining Managers present at the meeting at which such election is held for that purpose promptly after the occurrence of any such vacancy even though no quorum is present. Each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of Unit Owners to serve the remaining term. In the event of the failure to hold any election of Managers at the time designated for the annual election of Managers or in the event that the Board of Managers shall not have filled any such vacancy, a Special Meeting of Unit Owners shall be called to elect a new Board of Managers. Any vacancy created by amendment of these By-Laws shall be filled in the manner provided in the resolution adopting such amendment. In case of a reduction of the authorized number of Managers by amendment of these By-Laws, the Manager, if any, whose term of office shall cease, shall be determined in the manner provided in the resolution adopting such amendment.

Section 6. Meetings: The Board of Managers shall meet immediately after the Annual Meeting of Unit Owners without notice and also whenever called together by any Manager of the Condominium or upon the written request of any three Managers then holding office, upon notice given to each Manager, by delivering personally, mailing or telegraphing the same to him at least two days prior to such meeting at the last address furnished by him to the Condominium. Regular meetings may be held without notice at such times and places as the Board of Managers may determine. Any meeting of the Board at which all the Managers shall be present, or of which notice shall be duly waived by all absentees, either before or after the holding of such meeting, shall be valid for all purposes provided a quorum be present. Meetings of Managers may be held either at the principal office of the Condominium or elsewhere within the State of New York as provided in the notice calling the meeting, unless the Board of Managers by resolution adopt some further limitation in regard thereto. At all meetings of the Board of Managers, each Manager shall be entitled to one vote. The vote of a majority of the Board of Managers present at the time of a vote of a duly constituted meeting shall be the act of the Board of Managers.

Section 7. Resignation and Removal: Any Manager may resign at any time by written notice delivered in person or sent by certified registered mail to the President or Secretary of the Condominium. Such resignation shall take effect at the time specified therein, and unless specifically requested acceptance of such resignation shall not be necessary to make it effective. Any Manager may be removed from office at any time with or without cause upon the affirmative vote of the Unit Owners whose aggregate vote is at least 51% of the votes of the Condominium at a Unit Owners' meeting duly called for that purpose; provided, however, that the Manager(s) elected by the Holders of "Unsold Units" can be removed only for cause by a vote of a majority of the Unit Owners or without cause by the Holders of Unsold Units.

Section 8. Annual Cash Requirements: The Board of Managers shall, from time to time determine the cash requirements as defined in the Condominium's By-Laws, and fix the terms and manner of payment of Common Charges as more specifically set forth in Article VI. The Board of Manager shall have discretionary power to prescribe the manner of maintaining and operating the Building, to be paid as aforesaid by the Unit Owners. Every such determination by the Board of Managers shall be final and conclusive as to all Unit Owners and any expenditures made by the Condominium's officers or its agent under authority of, or with the approval of, the Board of Managers of the Condominium shall, as against the Unit Owners, be deemed necessarily and properly made for such purpose. Until the earlier of (i) the fifth anniversary of the First

Closing or (ii) such time as the Holders of Unsold Units hold less than 50% of the outstanding votes of the Residential Units, the Board of Managers of the Condominium will not take any of the following actions unless Unit Owners owning at least 51% of the votes of Residential Units of the Condominium approve in writing or by vote, in person or by proxy, at a duly constituted meeting called for such purpose:

- a) Increase the number or change the type of employees from that described in the FOOTNOTES TO SCHEDULE B of the Offering Plan;
- b) Provide for new or additional services from those indicated in the FOOTNOTES TO SCHEDULE B, unless the annual cost of such new or additional services, when added to the annual cost of all other services, being provided, is no greater than that provided in said notes;
- c) Establish any reserve other than the Reserve and/or Working Capital Funds set forth in the Offering Plan.

Until the earlier of five years from the date of closing, or at the time at which the Sponsor or other Holder of Unsold Units owns units consisting of less than 25% of the common interest of the Condominium, the Sponsor may exercise veto power over any expenses other than those described in SCHEDULE B, or which are required to comply with applicable laws or regulations; remedy any notice of a violation; or remedy any work order from an insurer. Additionally, so long as the Sponsor retains ownership of at least one unit in the building, the By-Laws, Declaration, and Rules and Regulations of the Condominium, may not be amended or modified in any way so as to adversely affect the Sponsor without written consent by the Sponsor.

Section 9. Rules and Regulations: The Board of Managers may from time to time adopt and amend such rules and regulations as it may deem necessary in respect to the Building of the Condominium for the health, safety and convenience of the Unit Owners. Copies thereof and of changes therein shall be furnished to each Unit Owner. The Board of Managers shall not be permitted to impose a rental fee upon the owner of the community facility unit.

Section 10. Compensation: No Member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 11. Liability of the Board of Managers: The Members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the

Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is understood and permissible for the original Board of Managers, who are designated by the Sponsor, to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements, and, except as prohibited by law, the Unit Owner's interest in the Unit. Every agreement made by the Board of Managers, or the Managing Agent, or the Manager, on behalf of the Condominium shall provide that the members of the Board of Managers, or the Managing Agent, or the Manager as the case may be, are acting only as agent for the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the Managing Agent or by the Manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the Managing Agent, or the Manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements, and, except as prohibited by law, the Unit Owner's interest in the Unit.

ARTICLE V

NOTICES

Section 1. Definitions: Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any Manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such Managers or Unit Owner or mortgagee in such address as appears on the books of the Condominium.

Sections 2. Service of Notice Waiver: Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in

writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges: The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses, and allocate and assess such Common Charges and Expenses among the Unit Owners in proportion to their respective Common Interests; except that such expenses may be specifically allocated and apportioned by the Board of Managers in a manner different from common interest to one (1) or more non-residential units; or in the case of either residential or non-residential units or any combination thereof, such expenses may be specially allocated and apportioned based on special or exclusive use or availability, or exclusive control, of particular units or common areas by particular unit owners. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of these By-Laws and the fees and disbursements of the Insurance Trustee. The Common Expenses may also include such amount as the Board of Managers may deem proper for the operation and maintenance of the Common Elements including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease of any Unit whose Owner has elected to sell or lease such Unit, or any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such Common Charges and Expenses are based, to all Unit Owners. Any dispute relating to the expenses to be borne by the Unit Owners shall be submitted to arbitration in accordance with these By-Laws.

Until such time as units are separately assessed for New York City real estate tax purposes, real estate taxes shall be deemed part of the common expenses of the

building, and individual unit owners will be assessed their proportionate share thereof. After assessment, unit owners will be reimbursed for any overpayment of taxes or assessed for any underpayment.

The Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the First Unit Closing until such Unit is sold to a bona fide purchaser.

Section 2. Insurance: The Board of Managers shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Buildings containing the Units (including all of the Units and the fixtures initially installed therein by the Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including furniture, furnishings, or other personal property supplied or installed by Unit Owners) together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees with certificates of insurance, as their interests may appear, in an amount to be determined by the Board of Managers. In the event this building includes a commercial unit, the Board of Managers shall annually obtain from the insurance broker a letter stating the extent to which the cost of insurance for the condominium, on account of the usage of the commercial unit, exceeds the cost which would otherwise have been obtained if no commercial unit were present; and this cost shall be borne by the commercial unit owner. A copy of the letter shall be delivered to the commercial unit owner within ten (10) days after receipt thereof, and the commercial unit owner shall be obligated to pay the amount assessed therein within fifteen (15) days after receipt thereof.

Section 3. Payment of Common Charges: All Unit Owners shall be obligated to pay the Common Charges assessed by the Board of Managers pursuant to the provisions of Section 1 of Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him.

Section 4. Collection of Common Charges and Assessments: The Board of Managers shall assess Common Charges against Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner that remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any assessment

due from any Unit Owner that remains unpaid for more than thirty (30) days from the due date thereof.

Section 5. Default in Payment of Common Charges or Assessments: In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges or any assessment as determined by the Board of Managers, such Unit Owners shall be obligated to pay interest at the highest legal rate on such Common Charges or assessments from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or assessments, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. A Unit Owner defaulting in payment of Common Charges or assessments shall not be permitted to vote at any regular or special meeting of Unit Owners. During the time that the Sponsor is in control of the Board of Managers, Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on units in which the Sponsor is more than 30 days in arrears of common charges.

Under section 339-kk of the Real Property Law, the Board of Managers has the right to require the tenant in an apartment owned by a non-occupying owner to make rental payments directly to the Board of Managers where such non-occupying owner is in default on payments of common charges, assessments, or late fees for such unit for a period of 60 days after the expiration of any grace period after they are due. Payments by such rental tenant to the condominium pursuant to this statute relieves such rental tenant from the obligation to pay such rent to such non-occupying owner, and is an absolute defense in any nonpayment proceeding commenced by such non-occupying owner. The procedures by which the Board of Managers may enforce this right, including required notice, means of protest, and termination are set forth in the aforementioned section which is recited at Page RP1 of this Offering Plan.

Section 6. Foreclosure of Liens for Unpaid Common Charges: In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at foreclosure sale and to acquire,

hold, lease, mortgage (but not to vote the votes appurtenant to), convey, or otherwise deal with same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same. The proceeds from the sale of any Unit pursuant to this Section shall be used first to pay the unpaid Common Charges and/or assessments, plus reasonable attorney's fees and administrative costs and any other lawful liens on the defaulting Unit. Amounts above this, if any, will be the property of the defaulting Unit Owner. If after the sale of Unit for the nonpayment of Common Charges and/or assessments, the sale does not recover the full amount due and owing, the Board of Managers has the right to assess all the Unit Owners as a Common Expense for the difference between the amount received by the Condominium from the sale of the Unit and the amount owed to the Condominium.

Section 7. Statement of Common Charges and Assessment: The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit Owner.

Section 8. Abatement and Enjoinment of Violations by Unit Owners: The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in these By-Laws; (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 9. Maintenance and Repairs:

a) All maintenance, replacement, or repair to any Unit, ordinary or extraordinary, and to the doors (except painting exterior side of Unit entrance door), windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating fixtures and air conditioning units within the Unit or belonging to the Unit Owner shall be the responsibility of the unit owner, and the expense thereof shall be the sole

responsibility of the Unit Owner, excepting as otherwise specifically provided herein.

b) All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, shall be made by the Board of Managers as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed as per the Declaration.

c) Each unit owner shall be solely and only responsible for repair or maintenance of any limited common element appurtenant to his/her unit, including but not limited to painting, cleaning, patching, and surface repair, and, in the case of balconies, if any, structural maintenance.

d) In the event a Unit Owner fails properly to maintain his unit or limited common element, the Board of Managers may take such steps as in its exclusive judgment are necessary to maintain the areas, and the cost thereof shall be assessed against the owner of the condominium unit in question, or the owner of the unit to which such limited common elements are appurtenant.

e) To the extent that damage to a limited common element or unit is caused by a building condition or by other condition for which the condominium carries insurance, the cost of repair of such damage shall be borne by the condominium.

Section 10. Restrictions on Use of Units: In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following:

a) The Units shall be used for any use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction, and the Certificate of Occupancy. Notwithstanding the foregoing, the Sponsor or Sponsor-Designee shall have the right, without charge, (i) to maintain general and sales offices in one or more Units or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property; (ii) to have its employees, contractors and sales agents present on

the Property; (iii) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction of the Building and to comply with its obligations.

b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the Property by its occupants.

d) No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

e) In the event the Board of Managers determines, via letter from the insurance agent providing insurance for the building, that the cost of insuring the building with the Commercial Units exceeds the cost of insuring the building without Commercial Units, then the Commercial Unit Owners shall be responsible for a special assessment in the amount of such overage. Commercial Unit Owners shall be under a duty to maintain heat in their unit on a 24-hour basis, notwithstanding the operating hours of the business, so as to prevent any piping or building facilities which run through said Commercial Units from freezing or being otherwise damaged by any weather condition.

Section 11. Additions, Alterations or Improvements by Unit Owners: No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, or which affects the exterior of the Building's Units, without prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer in writing any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a

consent by the Board of Managers to the proposed addition, alteration, or improvement. An application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor, or material man on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent, either affirmatively or by its inaction, to any structural addition, alteration or improvement to be made by a Unit Owner, the consent shall provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 11 that require the consent of the Board of Managers in connection with a structural addition, alteration, or improvement shall not apply to Units owned by the Sponsor or its designee. All other provisions of this Section 11 shall apply to all Units.

Non-structural alterations and improvements to Units that do not affect the exterior of the Buildings may be made without the prior approval of the Board of Managers.

Section 12. Use of Common Elements and Facilities: A Unit Owner shall not place or cause to be placed in the lobby, public halls, stairways or other common areas or

common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them. The Sponsor and any Sponsor-Designee shall have the right to use of the Common Elements, without charge, for the purpose set forth in Section II of this Article VI.

Section 13. Right of Access: A Unit Owner shall grant a right of access to his Unit, to the Manager and/or any other person authorized by the Board of Managers, the Manager or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 13, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI. Each Unit Owner will be required to give a copy of his/her keys to his/her Unit to the President of the Board of Managers who shall designate an authorized person or persons to keep the keys and use them in case of an emergency.

Section 14. Rules of Conduct: Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. A copy of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers are annexed hereto and made a part hereof as Schedule A.

Section 15. Water Charges and Sewer Rents: Water shall be supplied to all of the Units and the Common Elements through one or more building meters or pursuant to a frontage charge and, the Board of Managers shall pay, as a Common Expense, all charges for water consumed on the Property and in the Units, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed.

Section 16. Smoking Policy: Pursuant to Local Law 147, the subject premises' smoking policy is consistent with the Smoke Free Air Act ("SFAA"), which is the current law governing smoking in class A multiple dwellings. This building prohibits smoking or using electronic cigarettes in common indoor areas of the building. Smoking and electronic cigarette usage is permitted in private apartments, outdoor common areas, and outdoor limited common elements.

ARTICLE VII

Mortgages

Section 1. Notice to Board of Managers: A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a confirmed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Common Charges: The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit, of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. Notice of Default: The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. Examination of Books: Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

Section 5. Any mortgagee shall be entitled to timely written notice of:

- a. Any condemnation of casualty loss that affects either a material portion of the project or the unit securing its mortgage.

- b. Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- c. A lapse, cancellation, or material modification of any insurance policy maintained by the Homeowner's Association.
- d. Any proposed action that requires the consent of a specified percentage of mortgagees.

Section 6. Notwithstanding anything to the contrary set forth in any portion of these By-Laws, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of such unit's unpaid regularly scheduled budgeted dues or common charges accrued before acquisition of title to the unit by the mortgagee, together with any fees or costs related to the collection of such unpaid dues.

Section 7. Notwithstanding anything to the contrary set forth elsewhere in these By-Laws, no amendment, modification, addition, or deletion that shall adversely affect the lien of any mortgage may be made without the consent of the mortgagee.

Section 8. When a mortgagee fails to submit a response to any written notification made pursuant to these By-Laws within sixty (60) days after such notice is delivered by certified or registered mail, return receipt requested, said mortgagee will be conclusively presumed to have consented to the action set forth in said notice.

ARTICLE VIII

Condemnation and Termination

Section 1. Condemnation: In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to \$50,000.00 or less, and to the Insurance Trustee if such award amounts to more than \$50,000.00. If seventy-five (75%) percent or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and

restoration in appropriate progress payments. In the event that seventy-five (75%) percent or more of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 2 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

Section 2. Termination: The Condominium may be terminated by the casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners who own not less than eighty (80%) percent in number and in Common Interest of the Units. Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event the Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests. However, no payment shall be made to a Unit Owner until all liens to which his/her Unit are subject are paid off.

ARTICLE IX

Arbitration

Section 1. Procedure: Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in New York City, New York, in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in New York City, New York before one arbitrator appointed, upon the application of any party, by the Real Estate Board of New York.

Section 2. Variation by Agreement: The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York City Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes."

Section 3. Binding Effect: The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. Cost and Expenses: The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

All costs and expenses paid or incurred by Condominium board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE X

Conflicts

Section 1. Conflicts: These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE XI

Amendments to the By-Laws

Section 1. Amendment to By-Laws: These By-Laws may be modified or amended by the vote of two-thirds (as that number is defined in these ByLaws) in number and in Common Interests of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

For as long as there are one or more Unsold Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be altered, amended, repealed or added to without the consent of the Holder(s) of Unsold Residential Units and the Sponsor.

ARTICLE XII

Miscellaneous

Section 1. Invalidity: The invalidity of any part of the By-Laws shall not impair or affect in any manner the valid enforceability or effect of the balance of these By-Laws.

Section 2. Captions: The captions herein are inserted only by matter of convenience and/or reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provision therein.

Section 3. Gender: The use of the masculine gender in the By-Laws shall be deemed to include other gender and the use of singular shall be deemed to include the plural, and vice-versa, whenever the context requires.

Section 4. Waiver: No restriction, condition, obligation or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, respective of the number of violations or breaches thereof which may occur.

Section 5. Insurance Trustee: The Insurance Trustee selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with approval of the holders of five (5) or more Unit first mortgagees). In the event the Insurance Trustee shall resign, the new insurance Trustee shall also be a bank, trust company, or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of the holders of five (5) or more Unit first mortgagees). The Board of Managers shall pay fees and disbursements of any Insurance Trustee, and such fees or disbursements shall constitute a Common Expense of the Condominium.

Section 6. Report to Unit Owners: The Board of Managers of the Condominium shall give annually to each and every Unit Owner:

- 1) On or before March 1st of each year a financial statement for the previous year's operation. During the period the Sponsor is in control of the Board of Managers, there shall be a certified financial statement prepared by a certified public accountant or public accountant.

- 2) Prior notice of the annual Unit Owners meeting at least 30 days prior to such meeting.

- 3) A copy of the proposed annual budget of the Condominium, no less than thirty (30) days prior to the date set for adoption thereof by the Board of Managers. During the time the Board is controlled by the Sponsor, this statement shall be certified by a qualified budget expert.

ARTICLE XIII

Sponsor Control

Section 1: Transfer of control of the Condominium Board of Managers shall pass to unit owners, other than the Sponsor, at the later of the following:

- Sixty (60) days after the date by which 75% of the units have been conveyed to unit purchasers;
- or
- Three (3) years after the first conveyance of a unit to a unit purchaser.

Notwithstanding the foregoing, Sponsor may vote for unit owners of its choice.

Section 2: Until the earlier of five years from the date of closing, or at the time at which the Sponsor or other Holder of Unsold Units owns units consisting of less than 25% of the common interest of the Condominium, Sponsor may exercise veto power over any expenses other than those described in Schedule B, or which are required to comply with applicable laws or regulations; remedy any notice of a violation; or remedy any work order from an insurer; or for any repair or replacement necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or required to avoid the suspension of any necessary service to the Building.

Section 3: So long as the Sponsor retains ownership of at least one unit in the building, the By-Laws, Declaration, and Rules and Regulations of the Condominium, may not be amended or modified in any way so as to adversely affect the Sponsor without written consent by the Sponsor.

Section 4: At the time of the First Closing there will be three Managers designated by the Sponsor. However, the Managers will resign in favor of Managers who will be elected by the purchasers at a meeting to be convened within 60 days after First Closing. If the Sponsor still owns 50% or more of the units in the building, the Sponsor-appointed managers may be re-elected at such time.

Section 5: So long as a majority of the Board of Managers consists of managers elected by the Sponsor or holders of unsold units, the board:

1. Shall not eliminate or reduce the number of employees, insurance coverages or any service to a level less than that provided in Schedule B unless a majority of board members elected by bona fide unit purchasers vote in favor thereof.
2. Shall, to the extent of their authority as Board Members, use all reasonable efforts to cause the Building (including its equipment, services and installations) to be kept operational, clean, and, in a good state of repair and condition;
3. Shall not veto expenditures required to comply with applicable laws or regulations and/or expenses necessary to remedy notice of violations of law, or order of an insurance carrier, or for any repair or replacement necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building.

**CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS PURSUANT TO
SECTION 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL
BUSINESS LAW ARTICLE 23-A, AS AMENDED**

**RE: 7504 Bay Parkway
 Brooklyn, New York**

We, The Ridge Park LLC, Wing Ken Chow, Roger Wai Ming Chan, Xing Zhou, and William Man Wait Wu, being the Sponsor and principals of the Sponsor of the Offering Plan to convert the above captioned property to condominium ownership, jointly and severally certify as follows:

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20, and such other laws and regulations as may be applicable;

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us that amend or supplement the Offering Plan will:

1. Set forth the detailed terms of the transaction and be complete, current, and accurate;
2. Afford potential purchasers, investors, and participants an adequate basis on which to found their judgment;
3. Not omit any material fact;
4. Not contain any untrue statement of a material fact;
5. Not contain any fraud, deception, concealment, suppression, false pretense, or fictitious or pretended purchase or sale;
6. Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

7. Not contain any representation or statement which is false where we:
- a) knew the truth;
 - b) with reasonable effort could have known the truth;
 - c) made no reasonable effort to ascertain the truth; or
 - d) did not have knowledge concerning the representation or statement made.

This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to the Civil and Criminal penalties of the General Business Law and the Penal Law.

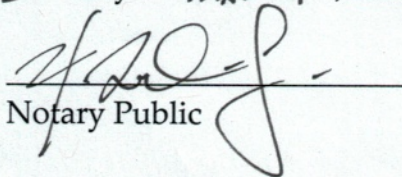
THE RIDGE PARK LLC

by:

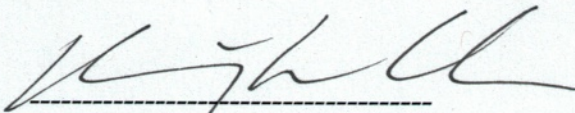


WING KEN CHOW

Sworn to before me this
5th day of MARCH, 2020.

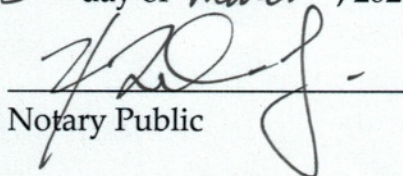

Notary Public

HADIEM TRAN CHOW
Notary Public, State of New York
No. 01TR6275062
Qualified in Nassau County
Commission Expires January 14, 2021

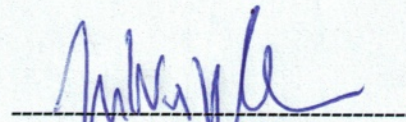


WING KEN CHOW

Sworn to before me this
5th day of March, 2020.

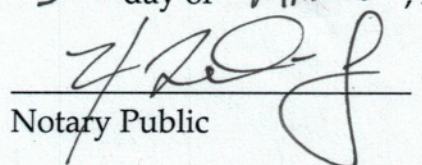

Notary Public

HADIEM TRAN CHOW
Notary Public, State of New York
No. 01TR6275062
Qualified in Nassau County
Commission Expires January 14, 2021



ROGER WAI MING CHAN

Sworn to before me this
5th day of MARCH, 2020.

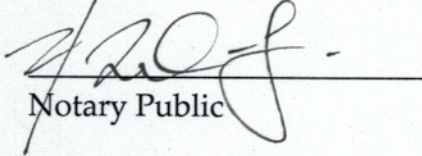

Notary Public

HADIEM TRAN CHOW
Notary Public, State of New York
No. 01TR6275062
Qualified in Nassau County
Commission Expires January 14, 2021

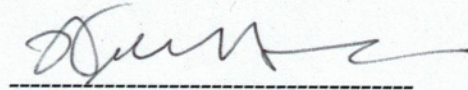


XING ZHOU

Sworn to before me this
5th day of *March*, 2020.

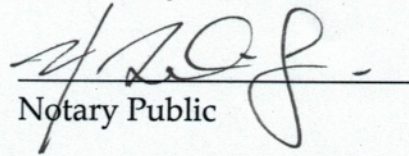

Notary Public

HADIEM TRAN CHOW
Notary Public, State of New York
No. 01TR6275062
Qualified in Nassau County
Commission Expires January 14, 2021



WILLIAM MAN WAI WU

Sworn to before me this
5th day of *March*, 2020.


Notary Public

HADIEM TRAN CHOW
Notary Public, State of New York
No. 01TR6275062
Qualified in Nassau County
Commission Expires January 14, 2021

AJR ARCHITECTURE PC
765 MARCY AVENUE
BROOKLYN, NY 11216
TEL: 973 464 1816

Date: October 16, 2020

**CERTIFICATION OF SPONSOR'S ARCHITECT PURSUANT TO
PART 20.4(c) OF THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED**

**Re: The Ridge Park Condominium
7504 Bay Parkway
Brooklyn, NY 11214**

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership retained me/our firm to prepare a report describing the construction and/or renovation of the property (the "Report"). I visually inspected existing portions of the renovated property, if any, on October 5th, 2020, and I examined the building plans and specifications that were prepared by AJR Architecture PC, dated December 4, 2017, also prepared the Report dated October 16th 2020, 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 and/or construction, provided that renovation and/or construction is in accordance with the plans and specifications that I/we examined;

- (ii) in my/our professional opinion affords potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of renovation and/or construction, provided that renovation and/or construction is in accordance with the plans and specifications that I/we examined;
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment , or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where I/we:
 - (a) knew the truth;
 - (b) with reasonable effort could have known the truth;
 - (c) made no reasonable effort to ascertain the truth; or
 - (d) did not have knowledge concerning the representation or statement made.

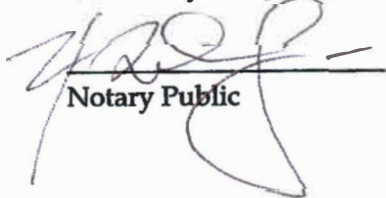
I further certify that I am not owned or controlled by, and have no beneficial interest in, the Sponsor, and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.


Anthony James Lee R.A.

(SEAL)



Sworn to before me this
16th day of Oct, 2020.


Notary Public

HADIEM TRAN CHOW
Notary Public, State of New York
No. 01TR6275062
Qualified in Nassau County
Commission Expires January 14, 2021



BROOKLYN PROPERTIES
113 7th Avenue, Brooklyn, NY 11215
718 · 788 · 8888 | brooklynproperties.com

April 2, 2020

**CERTIFICATION OF SPONSOR'S EXPERT ON ADEQUACY OF BUDGET PURSUANT TO SECTION 20
OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23A, AS
AMENDED**

RE: 7504 Bay Parkway, Brooklyn, New York

The Sponsor of the condominium Offering Plan for the above captioned property retained me to review SCHEDULE B and SCHEDULE B1, containing the projections of income and expenses for the first year of condominium operation. Our experience in the field includes being a licensed real estate broker for twenty years, the management of approximately ten total buildings over eleven years, and the sale of numerous condominium and rental properties. We are familiar with prices, practices, and procedures in the area of this condominium.

We understand that we are responsible for complying with Article 23A of the General Business Law and the regulations promulgated by the Department of Law in Part 20, insofar as they are applicable to SCHEDULE B and SCHEDULE B1. We have reviewed the SCHEDULES and investigated the facts set forth in the SCHEDULES, and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in SCHEDULE B and SCHEDULE B1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules do:

1. Set forth in detail the projected income and expenses for the first year of condominium operation;
2. Afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
3. Not omit any material fact;
4. Not contain any untrue statement of a material fact;
5. Not contain any fraud, deception, concealment, or suppression;

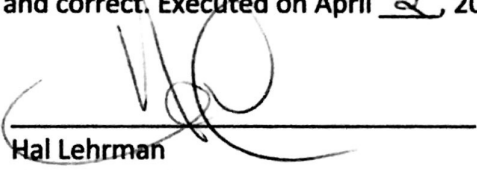


BROOKLYN PROPERTIES
113 7th Avenue, Brooklyn, NY 11215
718 · 788 · 3888 | brooklynproperties.com

6. Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
7. Not contain any representation or statement which is false where we:
 - a) knew the truth;
 - b) with reasonable effort, could have known the truth;
 - c) made no reasonable effort to ascertain the truth; or;
 - d) did not have knowledge concerning the representations or statements made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses of the first year of condominium operation. This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on April 2, 2020.



Hal Lehrman
Licensed Real Estate Broker



BROOKLYN PROPERTIES
LICENSED REAL ESTATE BROKERAGE FIRM

LOCATIONS 113 7th Avenue | 213 7th Avenue | 85 Fort Greene Place
718.788.3888 | info@brooklynproperties.com

March 12, 2020

CERTIFICATION BY EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER(S) PURSUANT TO SECTION 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

RE: 7504 Bay Parkway, Brooklyn, New York

The Sponsor of the condominium Offering Plan for the above captioned property retained me to review SCHEDULE B, which includes projections of common charges payable by owners of commercial units. Our experience in the field includes being a licensed real estate broker for twenty years; the management of approximately ten total buildings over eleven years; and, the sale of numerous condominium and rental properties. We are familiar with prices, practices, and procedures in the area of this condominium.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General, Part 20 thereof, insofar as they are applicable to the commercial units listed in SCHEDULE B. We have reviewed the SCHEDULE as it impacts upon commercial units and investigated the facts set forth in the SCHEDULE, and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in SCHEDULE B for common charges payable by the owners of commercial units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial units for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial units also reflect special or exclusive use or availability, or exclusive control of, particular common areas.

We certify that the estimates in SCHEDULE B for common charges payable by the owners of commercial units do:

1. Set forth in detail the projected common charges for the commercial unit for the first year of condominium operation;

CRT8

2. Afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by owners of the commercial unit;
3. Not omit any material fact;
4. Not contain any untrue statement of a material fact;
5. Not contain any fraud, deception, concealment, or suppression;
6. Does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
7. Not contain any representation or statement which is false where we:
 - a) knew the truth;
 - b) with reasonable effort, could have known the truth;
 - c) made no reasonable effort to ascertain the truth; or,
 - d) did not have knowledge concerning the representations or statements made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial units for the first year of condominium operation. This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.



Hal Lehrman
Licensed Real Estate Broker

SWORN TO BEFORE ME THIS
12th DAY OF March, 2020.



NOTARY PUBLIC

CLAUDIA V. MURDOCH
Notary Public, State of New York
No. 02MU6286339
Qualified in Kings County
My Commission Expires July 22, 2021