CONDOMINIUM OFFERING PLAN
FOR THE SALE OF CONDOMINIUM UNITS

IN

82 REAL ESTATE CONDOMINIUM

935 57th Street
Brooklyn, New York 11219

2 Community Facility Units	$ 1,225,000.00
8 Residential Units	$ 3,193,000.00
TOTAL OFFERING	$ 4,418,000.00

Sponsor & Selling Agent

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The Date of Acceptance for Filing is
This Plan May Not Be Used After Unless It Is Extended By Amendment.

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS, SEE PAGE 1

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. 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 GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

BECAUSE 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.)

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PART I

SECTION A SPECIAL RISKS

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

1. Sponsor's Commitment to Sell All Unit(s)

(a) The Sponsor will endeavor in good faith to sell all of the Units under this Offering Plan (as defined in Section C in Part I of the Offering Plan) in a reasonably timely manner. However, the Sponsor is retaining the unconditional right to rent after the plan has been consummated. (See Section B, Subsection 1 in Part I of the Offering Plan.)

(b) (i) Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to unsold units. Sponsor has the financial resources to meet its obligations with respect to unsold units. Sponsor will utilize income from projected sales to fund its financial obligations to the condominium. In the event that such projected sales are not made, Sponsor will utilize income from rent after consummation of the Offering Plan as other sources of funding.

(ii) Additionally, Sponsor will establish an escrow account with the Escrow Agent to secure sponsor's financial obligations to pay such common charges, special assessments and real estate taxes with respect to unsold Unit(s) (See Subsection 10 of this Section a below).

2. Construction Financing and Partial Release of Lien

Sponsor has sufficient funds to complete the construction of the Condominium and did not obtain a construction loan from any lender. (See Section B, Subsection 1 (c), Section P, Subsection 14 in Part I of the Offering Plan.)

3. Initial Sponsor Control Period

(a) The Sponsor has the right to retain control of the Board of Managers until the sale of the last unit or two (2) years from the anniversary of the closing of title to the first unit, whichever first occurs (Hereinafter the "Initial Sponsor Control Period"). During this period, ONLY one (1) board member assigned by the Sponsor will sit on the Board. Within thirty (30) days after the Initial Sponsor Control Period, Sponsor will call a meeting to elect a new board of three (3) members.

(b) If Sponsor owns a majority of the Units and/or common interest after the Initial Control Period, it will, as a Unit Owner, exercise any voting control it may have through its ownership of a majority of the Units and/or common interests, and thereby continue to control the board.

(c) The By-Laws do not include a provision that, after an initial sponsor voting control period, a majority of the board of managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals. 13 NYCRR 20.3(u)(1).

(See Section R, Subsection 1 in Part I of the Offering Plan.)

4. Conflicts on Condominium Management

Prospective purchasers are warned that the By-Laws of the Condominium do not require 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 Sponsor and its principals. This means that Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this Plan. Owner-occupants and non-residents owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment. (See Section S Subsection 9 in Part I of the Offering Plan.)

5. Power of Sponsor over Board of Managers

(a) While the Sponsor is in control of the Board of Managers, the Board may make additions, alterations, or improvements to the common elements costing in excess of $10,000.00 or enter into service or maintenance contracts the duration of which will extend more than a year after the Sponsor loses control of the Board of Managers, only with the approval of a majority of the unit owners, excluding the Sponsor, voting at duly held meeting of the unit owners (See Section R, Subsection 1 in Part I of the Offering Plan).

(b) Sponsor may exercise veto power as described herein for a period ending not more than five years after the closing of the first unit or whenever the unsold units constitute less than 25 percent of the common interest, whichever is sooner, , whether or not Sponsor voluntarily relinquishes control of the Board: (i) make any addition, alteration or improvements to the common elements costing cumulatively more than $10,000.00, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any common charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire any employee in addition to the employees referred to in the Plan of condominium ownership, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date the said Plan is declared effective, or (v) borrow money in excess of $10,000.00 on behalf of the Condominium, or (vi) take any action which impairs Sponsor's sales program or continued use of the Condominium property in connection with such program, or (vii) increase or reduce the services of maintenance set forth in Schedule B (See Section R, Subsection 4 in Part I of the Offering Plan).

Notwithstanding anything stated above, Sponsor may not exercise veto

power over expenses described in Schedule B or over expenses required to: (i) comply with applicable laws or regulations, or (ii) remedy any notice of violation, or (iii) remedy any work order by an insurer or (iv) for any matter affecting the health and/or safety of the occupants of the building (See Section R, Subsection 3 in Part I of the Offering Plan).

6. No Amendment to the By-Laws or the Declaration

So long as the Sponsor has any unsold Unit(s) remaining, no amendment to the By-Laws or the Declaration affecting the rights of the Sponsor shall take place without the written consent of the Sponsor (See Section R, Subsection 1(e) in Part I of the Offering Plan).

7. Contribution to Working Capital Fund

At the closing, the Purchaser will be required to pay an amount equal to one (1) month's common charge as a contribution to the Condominium's Working Capital Fund. This contribution will not be credited against regular assessments (See Section X, Subsection 1 in Part I of the Offering Plan).

8. Default by Purchaser

The Purchase Agreement provides that if the purchaser shall fail to pay any portion of the Total Purchase Price when due, fail to close title on the Closing Date, or fail to perform any of purchaser's other obligations under the Purchase Agreement, (including without limitation the obligation to furnish any lender promptly with such information as such lender may require), Sponsor may cancel the agreement if such default is not cured within thirty (30) days after Sponsor sends notice of intent to cancel. The Sponsor must give thirty (30) days' written notice of default before forfeiture of deposit is declared. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. FAILURE TO CURE DEFAULT WITHIN SAID PERIOD MAY RESULT IN THE LOSS OF THE DOWN PAYMENT AND CANCELLATION OF THE PURCHASE AGREEMENT. "Time is of the Essence" means that Purchasers must strictly adhere to this thirty (30) day period, and should in no event go beyond the thirty (30) day period to cure the default (See Section AA, Subsection 15 in Part II of the Offering Plan).

9. Condominium Managing and Repairs

(a) The sponsor shall handle all management requirements as a Management Agent at an annual fee of $5,130.00 for the first two (2) years of the condominium operation commencing upon the conveyance of the first unit. Such management fee to be collected by the Sponsor is about ten percent (10%) of the total common charges. The projected cost for management of the condominium is neither greater than nor substantially less than the prevailing cost (ranging from four percent (4%) to twelve percent (12%)) which would be charged for such services. 13 NYCRR §20.3(h)(4)(ix). Such arrangement may not be canceled at least for one (1) year. After one (1) year, either the Board of Managers or the Sponsor may terminate such arrangement upon sixty (60)

days written notice to the other (See Section Y in Part I of the Offering Plan). However, while Sponsor controls the Board, it is unlikely that the condominium will terminate the management agreement with Sponsor.

(b) Potential purchasers are advised that the officer of the Managing Agent, Mr. Li Zhu, also principal of the Sponsor, does not have experience in managing condominium and/or apartment buildings (See Section Z in Part I of the Offering Plan).

(c) The Managing Agent will be responsible for managing the condominium, such as maintaining the drainage system, making preliminary determination as to who is liable for leak damages to a Residential Unit and/or another Unit. In case of a dispute, an expert will be hired to make the final determination on the liability issue. Thereafter, the Managing Agent will hire a contractor to make the repairs and resolve leak issues at the costs and expenses of the responsible party.

10. Sponsor's Fund for Certain Payments

(a) The Sponsor shall be obliged to pay all common charges, special assessment and real estate taxes with respect to unsold Unit(s). The Sponsor has net worth sufficient to meet all of such obligations. In addition, to secure the Sponsor's financial obligations to pay such common charges, special assessments and real estate taxes with respect to unsold Unit(s), the Sponsor will establish an escrow account in the amount of $8,690.50 (which is the amount equal to approximately two (2) months of the first-year common charges) with the Escrow Agent, Lawrence Lixin Yang, P.C. after the closing of the first unit. The deposit of such funds will be disclosed in the initial post-closing amendment (See Section Q, Subsection 8 in Part I of the Offering Plan).

(b) In the event that Sponsor fails to make payment for the common charges with respect to unsold Unit(s) after such are due, the Board of Managers may send a written notice to the Escrow Agent (with a copy to the Sponsor) to request the release of portion of the Fund that is equal to the amount overdue, Escrow Agent will release the requested amount pursuant to Subsection 3 of Section KK. Sponsor shall not object to the release of the Fund when the common charges for the Units unsold and held by Sponsor are actually overdue. (See Section KK in Part II of the Offering Plan for details).

11. Effectiveness of the Offering Plan

(a) The Sponsor may declare the Plan effective by selling a minimum of fifteen percent (15%) of the Unit(s), or two (2) Unit(s) (However, only Residential Unit(s) will be counted towards effectiveness, though the definition of Unit may include Commercial Unit(s), Community Facility Unit(s), and Parking Unit(s), if any), in the building. If the plan is declared effective with a minimum number of sales, it is possible that the sponsor may be able to create a condominium although it is not guaranteed that all purchasers counted towards effectiveness will ultimately close title to their Unit(s).

(b) Notwithstanding the fact that not all purchasers used for purposes of

declaring the plan effective may actually close, sponsor will re-declare the plan effective if all purchase agreements are either rescinded or terminated prior to the date of first unit closing, regardless of whether the condominium declaration has been recorded.

(See Section N in Part I of the Offering Plan.)

12. Purchase of a Unit with Mortgage Financing or With All Cash

The Unit(s) may be purchased partly with cash and partly with a mortgage loan. It may also be purchased with all cash.

(a) (i) If a purchaser of a Unit requires mortgage financing, the purchase agreement will be conditioned upon such Purchaser obtaining a mortgage loan commitment from a lending institution/mortgage lender of his own choosing. Any mortgage lien given by a Purchaser to a lender will be governed by the New York State Condominium Act.

(ii) In such case, Purchaser must execute a Mortgage Addendum together with the Purchase Agreement (See Section BB in Part II of the Offering Plan) to ensure that purchase of his/her/its Unit is conditioned upon mortgage financing.

(iii) (A) Pursuant to the Mortgage Addendum, typically Purchaser has forty-five (45) calendar days from the date of the receipt of a fully executed copy of the Purchaser Agreement by Purchaser or Purchaser's attorney to obtain a mortgage loan commitment from a mortgage lender selected by the Purchaser. To comply with the terms and conditions therein, (I) Purchaser must, within ten (10) days from the date of the receipt of a fully executed copy of the Purchaser Agreement by Purchaser or Purchaser's attorney, submit a duly executed loan application to the mortgage lender to obtain a loan at the fixed prevailing rate of interest at the time of closing, and upon such other terms and conditions as are determined by the mortgage lender. Purchaser must also promptly comply with any and all requirements of the mortgage lender; (II) in the event that Purchaser is unable to obtain a mortgage loan commitment within said forty-five (45) day period, Purchaser must notify Sponsor/Seller within seven (7) calendar days thereafter. Failure to do so will result in Purchaser losing the mortgage contingency and he/she will have to purchase the Unit with all cash or lose the down payment.

(B) (I) If the Purchaser(s) receives a rejection letter from the Mortgage Lender, he/she/it shall submit a copy of same to the Sponsor/Seller. Purchaser(s) shall then have the option to: (x) cancel the agreement, in which case the agreement shall be null and void, and Sponsor/Seller's sole responsibility shall be to refund the down payment plus accrued interest, if any, within seven (7) calendar days; or (y) waive the requirement that the Purchase Agreement be contingent upon obtaining financing.

(II) If Purchaser(s) has not received any definitive written response, denying or approving his/her/its mortgage application from the

Mortgage Lender, he/she/it may request additional time to obtain such a response, which the Sponsor/Seller at his sole discretion may agree to. Should Sponsor/Seller not agree to such an extension, Purchaser(s) may cancel the Agreement or waive the contingency as provided for above.

(See Section BB in Part II of the Offering Plan.)

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

(v) Purchasers should further note that Sponsor may grant Purchaser the right to obtain financing from a second lender if Purchaser so requests, but it will entail further costs and an additional waiting period. It is a special risk for Purchaser.

(b) If the obligations of a purchaser under a Purchase Agreement are not conditioned on obtaining financing, Purchaser will be obligated to purchase the Unit with all cash. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her down payment if he or she is unable to otherwise raise the monies for the balance of the purchase price.

(c) It is a special risk for Purchaser if Purchaser, who requires mortgage financing, fails to execute the Mortgage Addendum, in which case, his/her obligation to consummate the purchase transaction will **NOT** be contingent upon obtaining financing.

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

(See Section L, Subsections 28 to 32, in Part I, and Section BB in Part II of the Offering Plan.)

13. Refund of Funds Used for Upgrades or Extras

All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account. However, purchasers should note as a special risk that such funds

may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrade or extra. As a result, in the event a purchaser is entitled to rescission, the purchaser will not receive a refund of any funds used for upgrades or extras to the extent expended. However, a purchaser is entitled to a full refund of such funds, even those funds already expended, in the event the plan is abandoned (See Section L, Subsection 6 in Part I of the Offering Plan).

14. Real Property Transfer Taxes

(a) (i) It is Sponsor's statutory obligation to pay New York State Real Estate Transfer Tax. However, by contractual arrangement it will be paid by Purchaser.

(ii) The State of New York Department of Taxation and Finance has taken the position that when a Purchaser assumes the obligation to pay the New York State Real Estate Transfer Tax pursuant to a contract between the Sponsor and Purchaser, the amount of such tax shall be excluded from the calculation of consideration subject to tax. (See The New York State Tax Law Section 1404(a) (the "Amended Tax Law"))

(b) (i) Again, it is Sponsor's statutory obligation to pay New York City Real Property Transfer Tax. However, by contractual arrangement it will be paid by Purchaser.

(ii) The City of New York Department of Finance has taken the position that when a Purchaser assumes the obligation to pay the New York City Real Property Transfer Tax, the amount of such tax will be included in the calculation of consideration subject to tax.

(See Section P, Subsection 3 in Part I of the Offering Plan).

15. Certain Closing Costs

(a) At the closing of each unit, Purchaser will be required to pay the Sponsor/Seller's attorney (i) $1,500.00 for a residential unit or $2,000.00 for a commercial/community facility unit as legal fee; (ii) $350.00 as attendance fee if Purchaser desires to have the closing other than at the office of the Sponsor/Seller's Attorney; and (iii) $350.00 as assistance fee for mortgage application if Purchaser needs to apply for a mortgage and requires Sponsor/Seller's attorney to provide assistance therein, such as providing Attorney Escrow Letter, documents on sales and closing of condominium units, status of condominium, condominium questionnaire and other related information to the Purchaser's mortgage lender and/or broker.

(b) At closing Purchaser is also expected to pay the amount equal to one (1) month common charges as contribution to Working Capital Fund.

(c) For a complete explanation of closing costs associated with the transfer of title to the Unit(s), see Section P "Unit Closing Costs and Adjustments" in Part I of the

Offering Plan for details. The closing costs are in addition to the purchase price of each unit.

16. Commencement and Completion of Construction

(a) Construction had commenced and excavation had begun in good faith on the basis of approved building plans on or about March 4, 2019 (See Exhibit C-4 for a copy of the "Start of Construction Affidavit" from the architect and a copy of the Permit History from DOB). Sponsor anticipates that the Final Certificate of Occupancy will be issued on or about June 30, 2022, or as soon as feasible thereafter.

(b) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a Final Certificate of Occupancy (Hereinafter the "FCO") covering the entire building, but with only a Temporary Certificate of Occupancy (Hereinafter the "TCO"), and sometimes with several successive Temporary Certificates of Occupancy. Certificates of Occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings (Hereinafter the "DOB"). A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspection have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult 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 an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. 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 an FCO, such renovations may cause additional delays in the issuance thereof. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW CERTIFICATE OF OCCUPANCY IS ISSUED. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

(c) Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have an FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at https://www1.nyc.gov/site/buildings/property-or-business-owner/certificate-of-occupancy.page

17. Risk of Loss and Insurance

(a) The risk of loss from fire or other casualty to a Unit, common elements and limited common elements remains with Sponsor unless and until legal title to the Unit has been conveyed to Purchaser. Thereafter, it passes to the Unit Owner together with the limited common elements to which the Unit Owner has access and its proportional share of the common elements.

(b) It should be noted that insurance for the condominium covers the Unit but the Purchaser is responsible for the contents of the Unit (i.e., Purchaser's personal property).

(c) It is a special risk if Purchaser enters into possession prior to closing, because, in such case, Purchaser assumes the risk of loss for property not covered by the insurance for the Unit. Therefore, for any Purchaser who enters into possession before closing, it is recommended that Purchaser obtain insurance for his/her/its personal property.

(d) If an Interim Lease is entered pursuant to Section K, the risk that an Interim Lessee assumes is the risk of loss for the personal property not covered by the condominium insurance. Insurance proceeds are available to either Sponsor or the condominium for loss to the Unit and an Interim Lessee shall not assume such loss.

(See Section L, Subsections 35 through 38 in Part I of the Offering Plan.)

18. Condominium Power of Attorney

At the time of closing, the purchaser is required to sign a Power of Attorney to the Board of Managers of the Condominium, appointing the members of the Board of Managers as Attorneys-In-Fact to carry out any of the provisions of the Offering Plan including acquisition, leasing, or sale of the Unit(s) by the Board of Managers pursuant to Declaration and By-Laws of the Condominium and filing the amendments to the Declaration of Condominium. A form of Power of Attorney is included in Part II, Section CC of this Plan. If the purchaser refuses to sign the Power of Attorney, the purchaser will be held in default under the Purchase Agreement (See Section L, Subsection 41 in Part I of the Offering Plan).

19. Limit of FDIC Insurance

The money deposited into escrow account by a purchaser under the Purchase Agreement in excess of $250,000.00 will not be federally insured for the portion in excess of $250,000.00. Furthermore, 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 (See Section L, Subsection 4 in Part I of the Offering Plan).

20. No Pets Policy

Unit Owners are not allowed to maintain any pets (See Section T, Subsection 2 (e) in Part I of the Offering Plan).

21. Unit Square Footage in Schedule A

(a) Column 2(a) of Schedule A shows the net square footage of the Unit(s) which is measured from the unit side of the window glass or concealed fireproofed structural members of the exterior wall to the center line of the drywall partitions or block partitions which separate the Unit from another Unit, or to the unit side of the concealed masonry work or concealed structural members or to the surface of the drywall partitions which separate a Unit from corridors, stairs and other common or mechanical equipment spaces.

(b) The common elements on each floor, such as hallway, corridor and/or stairway, are not included in the net square footage. The limited common elements such as balconies and/or terraces are shown in Column 2 (b). The gross square footage shown in Column 2 (c) is the sum of the net square footage and the limited common elements such as balconies and terraces to which only the Unit Owner is accessible (See Section A in Part I of the Offering Plan). The gross square footage shown in Column 2 (c) are not based upon the measurements from interior surfaces of the interior walls, and the actual area compromising the unit is substantially less than the area listed in Columns 2 (c) in Schedule A. The measurements are approximate within reasonable tolerances.

(c) Note that a decrease in a unit's area of 5% or less will not affect a purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material.

22. Projected Real Estate Taxes in Schedule A

The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction/rehabilitation] is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after [construction/rehabilitation] is complete. See Footnote 10 to Schedule A for more information regarding the projected assessed valuation after completion of [construction/rehabilitation]. (See Section F Footnotes to Schedule A, Section U and Section V in Part I of the Offering Plan.)

23. No Insurance for Officers' and Directors' Liability

The budget provided in Schedule B of Section G does not include the insurance premium for officers' and directors' liability coverage. The additional annual premium for such coverage is currently estimated to be around $600.00 by ABC Insurance Agency Inc, an insurance brokerage firm with an office at 41-25 Kissena Boulevard, Flushing, New York 11355.

24. No Reserve Fund in Budget

The current budget does not include a Reserve Fund, which is a special risk. If major capital repairs and/or major capital improvements are needed, such repairs and/or improvements might result in an increase in common charges and/or special assessment. (See Section G, Schedule B Budget for First Year of Condominium Operation and Subsection 11(a), Footnotes to Schedule B in Part I of the Offering Plan) (See also this Section A, Subsection 25, in Part I of the Offering Plan below).

25. Limitation on Use of the Working Capital Fund

While the sponsor is in control of the board of managers, the working capital fund may not be used to reduce projected common charges in the plan (13 N.Y.C.R.R. § 20.3 (z)(1)).

26. Intentionally deleted.

27. No Special Allocation for Community Facility Unit(s)

The Community Facility Unit(s) are paying the expenses fairly attributable to them based on the Unit's percentage of common interest and there is no special allocation of common expenses for the Community Facility Unit(s) (See Section G, Schedule B Budget for First Year of Condominium Operation in Part I of the Offering Plan).

28. Window Guards for Children

(a) Unit Owner(s) must notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. It is the responsibility of each residential owner to install at the residential owner's expense, the required window guards in all windows of the Unit and shall not remove them until permitted by law in any event, without the full knowledge of the Managing Agent.

(b) The New York City Health Code Section 131.15 provides that owners of condominium units shall provide, install, and maintain, a window guard of a type and installation in accordance with the specifications of the Department set forth in Chapter 12 of Title 24 of the Rules of the City of New York, on the windows of each apartment in which a child or children ten (10) years of age and under reside.

(c) It is the responsibility of the Sponsor to install window guards if a child under the age of 11 lives or resides in the Unit for an interim lessee.

29. Limitation on Use of Balconies/Terraces

(a) Balconies/Terraces may not be used for any type of occupancy, including but not limited to, sleeping, dining, living room, recreation room, office, etc. To do so

may result in a violation against the building being issued by the Building Department.

(b) 2nd floor private roof terrace at the rear is allocated and access for residential Unit 2A and community facility units. The terrace shall be divided with a privacy fence of 6 feet high with a double door to separate the private terrace and community facility roof equipment. Community facility unit owners shall access their roof equipment via a wall anchored ladder from cellar level for maintenance purposes.

(See Section EE, Special Risks in Part II of the Offering Plan).

30. Warranty for the Roof and Cost of Repair

(a) (i) The sponsor is NOT providing a No Dollar Limit (Hereinafter the "NDL") Manufacturer's Warranty for the roof of the Condominium. This is a red flag, indicative that most likely the roofing membrane and appurtenances were not installed in accordance with the manufacturer's specifications.

(ii) Typically, NDL Warranties include completely repairing the problem, no matter what it takes. The Manufacturer will solve the problem, even if it requires complete re-roofing. The Warranty only includes roof leakage that is caused by defects in labor or materials. It does not include damage caused by abuse to the roof. There is normally a charge for "No Dollar Limit" Warranties. These warranties, like all Manufacturer Warranties, are subject to certain terms and limitations stated by the Manufacturer. Potential purchasers should note that the NDL Warranties do not apply to this offering.

(b) After consummation of the Offering Plan, the cost of repairing the roof will be borne by the unit owners and the actual cost for repairs will depend on the extent of damages to the roof.

(c) Notwithstanding the foregoing, the sponsor's obligation, regardless of whether a warranty is provided, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between disclaimers in the Plan and the sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

(See Section D, Subsection 1(j), and Section Q, Subsection 12(a) in Part I of the Offering Plan.)

31. First Closing of the Unit and Possible Delays

(a) The Sponsor anticipates that the first closing of the Unit will occur on or about July 1, 2022. Purchasers will be offered a right of rescission if the actual date of closing of title to the first Unit occurs later than July 1, 2023, i.e., twelve (12) months after the projected date for the closing of title to the first Unit. If the Plan is amended to

provide a later projected date for the first closing, purchasers who enter into purchase agreements after the amendment is accepted for filing will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date.

(b) However, even if the first closing occurs on or before July 1, 2022, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchaser 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.

(c) Furthermore, Purchasers should note that even if the first closing occurs on or before July 1, 2022, (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into) or within the twelve (12) month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In such case, provided that sponsor is diligently pursing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against the sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

(See Section L, Subsections 26 and 27 in Part I of the Offering Plan.)

(d) For additional guidance, refer to the Department of Law memo on delay in first closings in newly constructed condominiums and rescission, available here: http://www.ag.ny.gov/sites/default/files/pdfs/bureaus/real_estate_finance/Effective-memos/E-17.%20Delay%20in%20first%20closing.pdf.

32. Interim Lease

(a) In the event that Purchaser enters into an Interim Lease pursuant to Section K in Part I of this Plan, he/she, as Purchaser/Tenant, will have to agree to indemnify and hold Sponsor/Landlord harmless from and against any claims related to Purchaser/Tenant's acts and/or negligence.

(b) Furthermore, an uncured default under the Purchase Agreement is a default under the lease and an uncured default under the lease is a default under the purchase agreement. However, before the sponsor may utilize the default under the lease to declare a default under the Purchase Agreement, the sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit. 13 N.Y.C.R.R. § 20.3(n)(3) (See Section K, Subsection 1 in Part I of the Offering Plan).

33. Unit Owner's Right to Mortgage

A Unit owner shall have the right to mortgage or encumber his Unit provided that such mortgage or encumbrance is made to a mortgagee as defined in Section C, Definitions in Part I of the Offering Plan (See Section T, Subsection 3 in Part I of the Offering Plan).

34. Restrictions on Use of Community Facility Unit(s)

(a) The community facility unit(s) is not restricted to its proposed use, but the usage of the community facility space that is commonly considered offensive, such as pornography stores, massage parlors, drug treatment facilities, homeless shelters, is not permissible (See Section I, Subsection 4 in Part I of the Offering Plan). (See also Article VI Section 13 of the By-Laws in Part II of the Offering Plan).

(b) Such restrictions will not be changed by a Sponsor controlled board during the Initial Sponsor Control Period.

35. Financing from a Second Lender

Purchasers should further note that Sponsor may grant Purchaser the right to obtain financing from a second lender if Purchaser so requests, but it will entail further costs and an additional waiting period. It is a special risk for Purchaser (See Section L, Subsection 30 in Part I of the Offering Plan).

36. Sponsor's Right to Adjourn Closing

At or prior to closing, all liens affecting the Unit to be closed and its undivided common interest will be discharged or a partial release obtained and duly recorded as required by Section 339-R of the Condominium Act. Sponsor shall have the right to extend the closing for a period not to exceed six (6) months, calculated from the issuance of a Final Certificate of Occupancy, or a Temporary Certificate of Occupancy, if applicable, in order to obtain and be able to convey marketable title. If at the end of such six (6) months period, Sponsor is still unable to satisfy aforementioned condition, Purchaser shall be entitled to terminate the Purchase Agreement upon ten (10) days' written notice. Furthermore, Purchaser shall be entitled to a return of all down payments and interest, if any, thereon plus the reasonable cost incurred for any title searches or survey. The foregoing shall not limit or affect any other rights of rescission provided to the Purchaser in this Plan or under law (See Section O, Subsection 5 in Part I of the Offering Plan).

37. Housing Merchant Implied Warranty

This Condominium Building (including the Unit(s), the Common Elements, and the Limited Common Elements) shall be subject to the Housing Merchant Implied Warranty under Article 36-B of the General Business Law of the State of New York.

Under the relevant provisions, a housing merchant implied warranty shall mean that: (i) one (1) year from and after the warranty date (which is defined as the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home, in this case, the Unit, as a residence, whichever first occurs) the Unit will be free from defects due to a failure to have been constructed in a skillful manner; (ii) two (2) years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the Unit will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and (iii) six (6) years from and after the warranty date the Unit will be free from material defects (See Section O, Subsection 12(a)(xvii) in Part I of the Offering Plan).

38. Tax Cuts and Jobs Act of 2017

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. This new federal law limits (i) the deduction amount of interest paid on an individual's home acquisition indebtedness to a maximum of $750,000.00 and (ii) the deduction amount of an individual's state, local real property taxes and personal property taxes to a maximum of $10,000.00 from his/her federal income taxes between 2018 through 2025. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes. (See Section V, Subsection 1 in Part I of the Offering Plan).

39. Waiver of Jury

EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM WITH, ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED.

40. Amenities et al

(a) There are no amenities annexed to the Condominium Building.

(b) No air conditioning, laundry equipment or hookups are being provided in the building.

41. The Right of First Refusal by the Board of Managers

The Board of Managers of the Condominium has the right of first refusal with respect to the units that Unit Owners desire to sell or lease (See Section T, Subsection 1 in Part I of the Offering Plan for details).

42. Condominium Smoking Policy

(a) Upon commencement of the condominium operation, the Board of Managers of the Condominium shall, in compliance with the City of New York Administrative Code § 17-506.1. et al (Local Law 147) and the New York State Department of Law regulations, adopt a condominium smoking policy.

(b) Pursuant to the condominium smoking policy, smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium: (1) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access; (2) all indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access; (3) all limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant; and (4) all outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, any area within fifteen(15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

(c) The condominium smoking policy is a material term of the Offering Plan and is incorporated into and form part of the Purchase Agreement (See Section AA, Subsection 35, and Exhibit C thereto annexed in Part II of the Offering Plan), the Interim Lease (See Section LL, Subsection 47, and Exhibit I thereto annexed in Part II of the Offering Plan) and the Condominium By-Laws (See Article VI, Section 13 Restrictions on Use of Units of the Condominium By-Laws in Part II of the Offering Plan). It must be incorporated into any agreement to rent a Unit or part thereof.

(d) The condominium smoking policy will be applicable to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

(See Section T, Subsection 21 in Part I of the Offering Plan.)

43. Intentionally deleted.

44. Eligibility for Section 528 Tax Exemption

Prospective purchasers are advised that Sponsor's counsel has opined that the condominium will not be able to make an election under Section 528 of the Internal Revenue Code. The reasons are that the condominium will not be able to satisfy the requirement that substantially all of the Condominium Units (or at least eighty-five (85%) of the total square footage of all units within the project) must be used as residences, because less than eighty-five (85%) of the total square footage of all units within the project will be used as residences.

45. (See Section V in Part I of the Offering Plan). DOL FinCEN Disclosure

(a) The Geographic Targeting Order ("GTO") issued by the Financial Crimes Enforcement Network ("FinCEN") requires U.S. title insurance companies to identify and report to FinCEN the natural persons behind companies making "all cash" – i.e., non-financed – purchases of residential real property located in New York City and several other jurisdictions.

(b) Prospective purchasers are advised that FinCEN requires U.S. title insurance companies to report to FinCEN the personal identity of purchasers in residential real estate transactions in which:

(i) the purchaser is a legal entity as defined in the GTO;

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

(iii) the total purchase price is in the amount of $300,000.00 or more;

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

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

(c) The terms of this Order are effective beginning November 6, 2020 and ending on May 4, 2021.

46. Limitation on Use of Cellar

Prospective purchasers are advised that the cellar cannot be used for sleeping or dining space. Furthermore, the cellar space has less light and air than ordinary living space and it is more susceptible to dampness (See Section F Schedule A Offering Prices and Related Information in Part I of the Offering Plan).

47. Equipment and Fixtures Included in the Offering Price

Prospective purchasers are advised all equipment and fixtures (No air conditioning, laundry equipment or hookups are being provided in the building) described in the plan are included in the offering price, and the offering price is not conditioned on the equipment and fixtures selected.

48. Notices and Delays

(a) All notices, demands or requests given or required to be given by either party to the other under this Agreement (Hereinafter collectively, the "Notices") shall be in writing and shall be sent by (i) a nationally recognized overnight courier service, (ii) delivered personally, (iii) delivered by facsimile transmission, or (iv) delivered by electronic mail, addressed as follows:

To Sponsor/Seller: 82 Management LLC
656 50th Street
Brooklyn, NY 11220
Attn: Li Zhu

With a copy to Lawrence Lixin Yang, P.C.
136-20 38th Avenue, Suite 3A-1
Flushing, New York 11354-4278
Attn: Lawrence Yang, Esq.
Tel.: (718) 886-7999
Fax.: (718) 886-7996
Email: lyang@lylawpc.com

To Purchaser: [Name]
Address:
Attn:

with a copy to: [Attorney for Purchaser]
Address:
Attention:
Tel:
Fax:
Email:

or to such other address as the parties may from time to time designate in a Notice. Any Notice shall be deemed given on the date one (1) day after same is sent by a nationally recognized overnight courier service, on the date personal delivery is made or the date of failure or refusal to accept or acknowledge delivery or on the date facsimile transmission is made, in each case, if delivery is made on a business day in New York City, New York. Seller and Purchaser acknowledge and agree that notices from the parties may be delivered by the respective counsel to the parties listed above.

(b) A delay in the actual delivery of the notice to a purchaser may affect the time period allotted to purchaser to respond in instances in which the purchaser is required to respond within a specified time period.

(See Section AA Subsection 23 in Part II of the Offering Plan.)

49. Penalty For Failure to Close Title

Prospective purchasers are advised that except as provided in Section AA, Purchase Agreement in Part II of the Offering Plan, the purchasers will not be charged any interest or penalty for failure to close on the closing date set by sponsor. (See Section L Subsection 46 in Part I of the Offering Plan)

50. Existing Portion of the Building

(a) Sponsor applied for alteration permits for the construction of the building. However, portion of the Building, i.e., the front (or the west side) concrete foundation wall in the cellar, and the north side party wall consisting of concrete foundation in the cellar and masonry units from first floor to second floor, which was erected in 1930, is the only existing building element to remain (the "Existing Portion"). Sponsor does not believe that lead-based paint is present in the Existing Portion. Given the date of construction of the Existing Portion, it is presumed that it may contain lead. The ingestion of lead poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with the NYC Local Law 1 of 2004, a copy of which is included as Section PP in Part II to the Offering Plan. Purchasers of Units, particularly those with young children, are advised to consult with an environmental professional to determine the existence of, and any remediation of, lead-based paint.

(b) Prospective purchasers are advised that an Asbestos Assessment Report (DEP ACP5 form) is also included in the Offering Plan as Section QQ in Part II to the Offering Plan for information.

SECTION B INTRODUCTION

1. Sponsor and Offer to Sell

(a) (i) 82 Management LLC, a New York domestic limited liability company with an office at 656 50th Street, Brooklyn, NY 11220, (Hereinafter the "Sponsor") with this Offering Plan, offers for sale of all Condominium Units (Hereinafter the "Units") in one four-story (4) building with cellar floor being constructed at 935 57th Street, Brooklyn, New York. The Building is an addition and extension to the existing building and will contain eight (8) residential unit(s) and two (2) community facility unit(s). Except Unit 2B, all the Residential Units on the 2nd through 4th floors have access to either a balcony or terrace. Balconies/terraces are considered as limited common elements.

(ii) (A) Balconies/Terraces may not be used for any type of occupancy, including but not limited to, sleeping, dining, living room, recreation room, office, etc. To do so may result in a violation against the building being issued by the Building Department.

(B) The cellar cannot be used for sleeping or dining space. Furthermore, the cellar space has less light and air than ordinary living space and it is more susceptible to dampness.

(iii) All equipment and fixtures described in the plan are included in the offering price, and the offering price is not conditioned on the equipment and fixtures selected. (Note: No air conditioning, laundry equipment or hookups are being provided in the building.)

(iv) Previously the property was used as a 2-family dwelling house. All of the Units offered in the Offering Plan are vacant.

(vi) The Sponsor will endeavor in good faith to sell all of the units in a reasonably timely manner. However, the Sponsor is retaining the unconditional right to rent after the plan has been consummated.

(b) On July 6, 2017, the Sponsor acquired title to the property on 935 57th Street, Brooklyn, New York. The residential units are to be used solely for residential purpose and the community facility units are to be used for community facility purpose.

(c) Sponsor has sufficient funds to complete the construction of the Condominium and did not obtain a construction loan from any lender.

2. General

(a) Sponsor recommends that all prospective purchasers thoroughly read this offering plan before making a final commitment. Parts I and II together with all Exhibits

constitute the entire Offering Plan and contain the detailed terms of the transaction. All the documents referred to in this Offering Plan are important. All the exhibits or documents referred to herein have been submitted to the New York State Department of Law, located at 28 Liberty Street, 21st Floor, New York, NY 10005-1413 in connection with the filing of this Plan, and are available there for inspection. Such exhibits and documents are also available for inspection without charge and for copying at reasonable charge to prospective purchasers and their attorneys at the office of the Selling Agent and also at the New York State Department of Law.

(b) The purpose of this Offering Plan is to set forth all the material terms of the offer to allow prospective purchasers to make an informed decision as required by 13 N.Y.C.R.R.§ 20.3(d)(10). However, this Plan may be amended from time to time during this offering. If amended, such amendments shall be filed with the New York State Department of Law Office of the Attorney General and shall be served on all offerees, Purchasers, and Unit Owners promptly after the filing.

(c) The condominium board does not have the right to approve or disapprove purchasers, that there is no limit on the number of owners who may purchase for investment rather than for personal occupancy and that there may always be a substantial percentage of owners who are non-residents. 13 NYCRR 20.3(d)(7)(ix).

3. Submission of Property to Condominium Statute

The condominium is subject to and complies with the New York Condominium Act regulating condominiums in New York. A Declaration submitting the property to Article 9-B of the Real Property Law (Hereinafter the "Condominium Act") and By-Laws will be recorded prior to conveyance of title to the first Unit by the Sponsor. The Declaration and By-Laws will be exactly the same to those set forth in this Plan or its Amendments, if the plan is amended. This plan and the accompanying documentation should be carefully studied by prospective purchasers and their attorneys prior to the purchase of a Unit. The prices have been set by the Sponsor alone and are not subject to review or approval by the Department of Law. 13 N.Y.C.R.R.§ 20.3(d)(9)

4. Features of Condominium Ownership

(a) Ownership of a condominium is similar to ownership of any real property which is used for either commercial or residential purposes. The purchaser of a Unit (Hereinafter the "Unit Owner" or "Purchaser") will own, in fee simple absolute, all of the interior space of that particular Unit. The exterior walls and space within the walls, roof and all of the land and improvements which are located outside of the Unit itself are owned in fee simple absolute in common, by the owners of all the Units. Each Unit owner is entitled to exclusive possession of his/her/its Unit together with an interest in and right to use the common elements (such as hallways, lobby and stairwells), and an exclusive right to the limited common elements (such as balconies and terraces) (For details, see Section C, Subsections 10 and 29 in Part I of the Offering Plan). 13 N.Y.C.R.R.§ 20.3(d)(7)(ii).

(b) Each owner must pay common charges in accordance with Section 339-i and Section 339-m of the New York Condominium Act. The Units may be purchased for all cash, or may be purchased partly for cash and the balance for the purchase price financed by mortgage loan. The Sponsor makes no representation as to the availability or cost of any financing that may be required by a purchaser. If a purchaser of a Unit requires mortgage financing, the purchase agreement will be conditioned upon such Purchaser obtaining a commitment from a lending institution of his/her/its own choosing. Any mortgage lien given by a Purchaser to a lender will be governed by the New York State Condominium Act.

(c) Each Unit will be taxed separately for real estate purposes, and consequently no Unit Owner is responsible for the payment of real estate taxes on any other Unit, or for payment of any mortgage obligations of any other Unit. In the opinion of counsel, under the present Federal and State Income Tax Laws, a residential Unit Owner may deduct on income tax returns the amount paid for real property taxes and the amount paid for interest on a mortgage loan, if any to the extent that is allowed under the new TCJA (as defined in Section V) (See Section V in Part I of the Offering Plan for details).

(d) A Unit Owner is required to pay monthly common charges in proportion to his/her/its share of ownership in the common elements assessed by the Board of Managers for the operation and maintenance of the Condominium pursuant to Section 339-i and Section 339-m of the New York Condominium Act. Casualty and liability insurance, electricity for lighting in the common areas of the building, water and sewer charge for the entire building, wages for the superintendent and the cost of maintenance and repair of the common elements are included with other expenses as part of the common charges (See Section F, Schedule A in Part I of the Offering Plan). However, casualty and liability insurance for the purchaser's personal effects and the interior of a Unit should be carried by the individual Unit Owner. Each Unit will be responsible for the cost of repairs and decoration of the interior of his Unit, as well as the initial installation of any fixtures or improvements. A separate electricity and gas meters will be installed for each Unit, and each Unit Owner will receive his/her/its own utility bills. Sponsor may install a sub-meter for each Unit to register its water consumption. In such event, Unit owners will be billed by the Board of Managers for their water and sewer charge. Common charges are levied in proportion to the interest in the "common elements" appurtenant to each Unit. For possible increases in common charges upon default in payment by a Unit Owner, see Section T, Subsection 4 (e) for lien for non-payment of Common Charges. Units can be sold or leased by a Unit Owner subject to the right of first refusal by the Board of Managers (See Section T, Subsection 1 in Part I of the Offering Plan for details).

(e) Each Unit Owner must comply with the Declaration, By-Laws, regulations and any other requirement of the Board of Managers. It is the function of the Board of Managers to administer the affairs of the Condominium and supervise the operation of the Condominium Property. The Managers shall be elected annually at the annual meeting of Unit Owners by a majority vote (See Section T, Subsection 12 in Part I,

Sections GG and HH in Part II of the Offering Plan).

(f) If Sponsor makes a bulk sale of all or some of its unsold units, the transferee successor sponsor is bound by the Sponsor's representation regarding its commitment to sell Units.

THE PURCHASE OF A CONDOMINIUM HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT. 13 N.Y.C.R.R. § 20.3(d)(12)

SECTION C DEFINITIONS

Listed below are the definitions of some important terms used in the Offering Plan and also appearing in the Declaration and the By-Laws of the Condominium. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Offering Plan.

1. Intentionally deleted.

2. "Assessment" means a proportionate share of the funds required for the payment of common expenses which from time to time is assessed against a Unit Owner.

3. "Bulk Sale" means sale or transfer of all units, ten (10) or more units, or twenty percent (20%) or more of the total number of units in the condominium, whichever is less, to one individual or entity for rental or resale.

4. "Board of Managers" means the governing body of the Condominium responsible for the administration of the Condominium's affairs and the operation of the Condominium Property.

5. "Buildings" means the multi-unit residential structures located at 935 57th Street, Brooklyn, New York 11219, which will comprise the Unit(s) and Common Elements of 82 Real Estate Condominium.

6. "Building Code" means the Building Code of the City of New York which constitutes part of the Construction Code of the City of New York, Title 28 § 28-101, et seq. of the Administrative Code of the City of New York.

7. "By-Laws" means the By-Laws of the Condominium as same may be amended from time to time.

8. "Commissioner of Finance" means head of Department of Finance of the City of New York or any successor agency or department thereto.

9. "Common Charges" means each Unit's proportionate share of the Common Expenses assessed in accordance with the common interest of the Unit.

10. "Common Elements" means those portions of the Condominium Property, other than the Unit(s), including without limitation the land, hallways, lobby, stairwells, and certain other portions of the Condominium Building to be set aside for common use of the Unit(s) and Unit Owners.

11. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Common Elements of the Condominium and any expenses declared common expenses by the Declaration, the Condominium Act or the By-Laws and Article 9-B of the Real Property Law.

12. "Condominium Common Interest Assignment" means the method adopted to allocate the percentage interest of the common elements to each Unit as shown in Schedule A of the Offering Plan.

13. "Completion Date" shall mean, with respect to any Eligible Multiple Dwelling, the earlier of the date upon which the local department of buildings issues the first temporary certificate of occupancy, or the date upon which the local department of buildings issues the final certificate of occupancy, when no temporary certificate of occupancy is required or issued, covering all residential areas of an Eligible Multiple Dwelling.

14. "Condominium" means the Unit(s) and Common Elements constituting the Condominium located at 935 57th Street, Brooklyn, New York 11219. The words Property and 82 Real Estate Condominium shall be used interchangeably and shall have the same meanings as the term Condominium as defined above.

15. "Condominium Act" means the New York Condominium Act Article 9-B of the New York Real Property Law.

16. "Condominium Parcel" means a Unit together with the undivided share in the Common elements appurtenant to that Unit.

17. "Condominium Property" means and includes all lands that are subjected under the Declaration to a Condominium form of ownership, including the Condominium Building, the Unit(s), the Common Elements, and the Limited Common Elements.

18. "Declaration" means the recorded, written instrument by which the Property is submitted to the provisions of the New York Condominium Act, as such instrument maybe amended from time to time, consistent with the laws and By-Laws.

19. "Department of Finance" means Department of Finance of the City of New York or any successor agency or department thereto.

20. "DOB" means Department of Buildings of the City of New York or any successor agency or department thereto.

21. "Department of Law" means Department of Law of the State of New York or any successor agency or department thereto.

22. Intentionally deleted.

23. Intentionally deleted.

24. "Equal or Better Quality" means as comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

25. Intentionally deleted.

26. "FCO" means a Final Certificate of Occupancy issued by the Department of Buildings for the Condominium Building.

27. "Housing Maintenance Code" means the Housing Maintenance Code of the City of New York, Title 27 § 27-2001, et seq. of the Administrative Code of the City of New York.

28. "Housing Merchant Implied Warranty" means Article 36-B of the General Business Law of the State of New York, § 777, et seq.

29. "HPD" means Department of Housing Preservation and Development of the City of New York or any successor agency or department thereto.

30. "Initial Sponsor Control Period" means the period of time from closing of title to the first unit to the sale of the last unit, or two (2) years from the anniversary of the closing of title to the first unit, whichever first occurs.

31. "IOLA" means the New York State Interest on Lawyer Account Fund.

32. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of certain Unit or Unit(s) to the exclusion of other Unit(s), such as balconies and terrace for certain residential units.

33. "Management Agent" means an entity or individual that has been hired by the Board of Managers as its agent to manage and carry out the operation of the Condominium, whose duties include, without limitation, billing and collecting common charges, hiring and firing employees, supervising alterations and repairs, maintaining the Condominium's books and records, advising the Board of Managers regarding its proposed annual budget, purchasing supplies for the Condominium and generally performing other duties of a managing agent for the Condominium.

34. "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel.

35. "Mortgage Addendum" means the document annexed to the purchase agreement which includes additional terms and conditions to enable purchaser(s) to purchase a unit or units upon the pre-condition of obtaining a mortgage.

36. "Multiple Dwelling Law" means the Multiple Dwelling Law of the State of New York, as amended from time to time.

37. "New York City Real Property Transfer Tax" means a tax that imposed by the

City of New York on each deed at the time of delivery by a grantor to a grantee when the consideration for the real property and any improvement thereon (whether or not included in the same deed) exceeds Twenty-Five Thousand dollars.

38. "New York State Real Estate Transfer Tax" means a tax imposed by the State of New York on conveyances of real property or interests therein when the consideration exceeds five hundred dollars.

39. "New York State Condominium Act" means Article 9-B of the New York Real Property Law.

40. "Offering Plan" means the offering statement, prospectus and literature that consist of two parts which contain all the material terms and conditions for the offer and sale to potential purchasers or investors of the condominium unit or units together with Common Elements and/or Limited Common Elements in the Condominium to be built and established at 935 57th Street, Brooklyn, New York 11219.

41. "The Office of the Attorney General" means the Office of the New York State Attorney General or any successor agency or department thereto.

42. "Operation of the Condominium" means and includes the operation, administration, and management of the Condominium Property.

43. "Power of Attorney" means an instrument with which that Unit Owners are required to nominate, constitute and appoint the members of the Board of Managers and their successors, the Power of Attorney coupled with an interest in the name and on behalf of Unit Owners to exercise certain rights and perform certain obligations as owner of the Condominium.

44. Intentionally deleted.

45. Intentionally deleted.

46. "Purchaser" means an individual or entity that has entered into a Purchase Agreement with Sponsor to purchase one or more Unit(s) in the Condominium.

47. "Purchase Agreement" means an agreement or contract between an individual or entity and Sponsor that contains the terms and conditions for the sale and purchase of one or more Unit(s) in the Condominium.

48. "Real Property Assessment Bureau" means the Real Property Assessment Bureau of the City of New York, charged with the responsibility to assess the real property tax across the City of New York.

49. "Rent Stabilization Laws and Code" means the Rent Stabilization Law of 1969 and the Emergency Tenant Protection Act of 1974, as amended from time to time and all

regulations promulgated in connection therewith.

50. "Section 528 Tax Exemption" means Title 26 U.S.C. § 528 of the Internal Revenue Code and regulations promulgated thereunder.

51. "Sponsor" means the entity or individuals who have made investment in constructing the Condominium. In this Offering Plan, it refers to 82 Management LLC, an entity maintaining its principal office at 656 50th Street, Brooklyn, NY 11220.

52. "TCO" means a Temporary Certificate of Occupancy issued by the Department of Buildings for the Condominium Building.

53. "Unit" means a part of the Condominium Property which will be subject to private ownership.

54. "Unit Owner" means the person or persons having fee simple ownership of a Condominium Parcel.

55. "Zoning Code" means the Zoning Resolution of the City of New York as amended from time to time.

SECTION D

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

1. The Condominium, Amendments or Alterations

(a) The Condominium will be located on the property containing a floor area of approximately 10,574 square feet, including the cellar floor at 935 57th Street, Brooklyn, New York. The building is in an R6 zoning district, and in a zoning map of 22A, which permits the uses for up to 55 feet high story apartment buildings, such as Class "A" apartments and community facility units.

(b) The Condominium is an addition and extension to the existing building and consists of one four (4) story building plus cellar being constructed at 935 57th Street, Brooklyn, New York. The Building will contain eight (8) Residential Unit(s), and two (2) Community Facility Unit(s). The Community Facility Unit(s) will be located on the cellar and the first floor, and the Residential Unit(s) will be located on second through fourth floors. All the Residential Units on the 3rd through 4th floors have access to either a balcony or terrace. Balconies or terraces are considered as limited common elements. All the Unit(s) in the Building are hereby offered for sale. All Residential Unit(s) shall be used for residential purpose only as designated herein. The Community Facility Unit(s) may be used for such community facility purposes as day care center, senior care center and medical office, and may also be converted into commercial unit(s), or vice versa, when the zoning regulations are changed for this neighborhood (See Section I, Subsections 3 and 4, in Part I of the Offering Plan).

(c) The property will be improved and the Unit(s) will be constructed in accordance with all applicable zoning and building laws and requirements.

(d) The offering price for the Unit(s) includes the price for equipment /or appliances, and fixtures such as gas range, refrigerator, dishwasher, bathroom fixtures, kitchen cabinets and partition walls (See Section EE in Part II of the Offering Plan). (Note: No air conditioning, laundry equipment or hookups are being provided in the building.) The offering price is not conditioned on the equipment and fixtures selected.

(e) Effective November 5, 2004, owners of Class A multiple dwellings in New York City, which include condominium units, must install carbon monoxide detectors. The Sponsor will install smoke detectors and carbon monoxide detectors in each Residential Unit. The law requires the owners of residential condominium units to maintain the detectors.

(f) (i) Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures, layouts and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth therein or in Section EE in Part II of the Plan, materials, appliances, equipment and fixtures of Equal or Better Quality;

provided only that any necessary approval of any governmental authority having jurisdiction thereover is first obtained. However, Sponsor may not change the size, location of buildings or units, other improvements or common elements, if such changes affect the percentage of common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected unit owners and contract vendees consent in writing to such change.

(ii) However, unless an affected purchaser consents, no material change will be made in unit size, layout, or percentage of common interest if a purchase agreement has been executed and delivered to the sponsor for that unit and the purchaser is not in default; and, furthermore, unless all purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of common elements. See 13 N.Y.C.R.R. §§ 20.3(k)(3) and (4).

(g) (i) No additional construction works which require a building permit shall be commenced until the Final Certificate of Occupancy for the Condominium building is issued because the Sponsor will not be able to obtain the Final Certificate of Occupancy until all open permits are signed off. Sponsor may include Purchaser's alteration plan in the final 'as-built' plan of the Condominium building by amending the same, so that the Purchaser will be able to commence the construction work without waiting for the issuance of the Final Certificate of Occupancy. In such event, the Offering Plan will be amended to disclose such revisions to the Building Plans including an addendum to the architect's report. However, the Sponsor does not guarantee that Sponsor will actually be able to do so. If the Purchaser asks the Sponsor to amend the building plan to include his/her/its alteration plan, the cost to amend the Plan must be borne by the Purchaser. Any additional construction works or alteration works such as removal or erection of interior partitions or addition or relocation of a bathroom each individual purchaser may wish to perform must conform to the applicable codes and laws including, but not limited to, the Building Code of The City of New York, the New York State Multiple Dwelling Law and the New York City Housing Maintenance Code. All construction must conform to the various building codes, which minimally require the use of proper materials, legal configurations and dimensions of rooms, adequate light and natural or mechanical ventilation for all spaces, legal plumbing and electrical systems. Additionally, contractors used by a Purchaser must be licensed and insured.

(ii) The Board of Managers may, and has a right to regulate the following regarding additional construction or alterations of the individual Unit owners:

(1) The schedule for construction work, e.g., 8:00 AM to 5:00 PM except holidays;

(2) The measures that will be taken to protect the security of the building during construction, including the manner in which each Unit owner and the construction workers will gain access to the building;

(3) Interruption of services during construction, including interruption to water, electricity and elevator service;

(4) Requirement of the contractor to carry liability insurance.

(iii) Prospective purchasers are warned that a Unit Owner's failure to complete any work in his/her unit can affect the issuance of a Final Certificate of Occupancy. Nonetheless, the Sponsor and its principals remain obligated to procure a Final Certificate of Occupancy.

(iv) In the event that the condominium building has a Temporary Certificate of Occupancy and a purchaser in contract desires to close title to his/her contracted-for-unit with Sponsor, or Sponsor permits any construction work to be conducted while the condominium building is occupied, a tenant protection plan shall be put in place.

(h) The additional works or alteration works each Purchaser wishes to perform on his/her/its Unit must be done at each Purchaser's own cost and expense.

(i) All said additional work a purchaser desires for his/her/its Unit must be performed either by a contractor designated by Sponsor or a contractor approved by Sponsor, which approval shall not be unreasonably withheld or delayed, and which contractor will not employ any person or means that may cause labor disturbances or stoppages in the work of the Building employees or other contractors or subcontractors employed in the Building or at the Property. All Unit(s) and amenities are expected to be completed on or about June 30, 2022 and Sponsor intends to complete the construction in accordance with all applicable zoning laws, regulations, codes and any other governmental requirements. Sponsor anticipates to obtain a Certificate of Occupancy on or about June 30, 2022. No Unit will close before a Temporary Certificate of Occupancy is obtained.

2. Warranties and Repairs

(a) (i) The Sponsor is providing a No Dollar Limit (Hereinafter the "NDL") Manufacturer's Warranty for the roof of the Condominium. This is a red flag, indicative that most likely the roofing membrane and appurtenances were not installed in accordance with the manufacturer's specifications.

(ii) Typically, NDL Warranties include completely repairing the problem, no matter what it takes. The Manufacturer will solve the problem, even if it requires complete re-roofing. The Warranty only includes roof leakage that is caused by defects in labor or materials. It does not include damage caused by abuse to the roof. There is normally a charge for "No Dollar Limit" Warranties. These warranties, like all Manufacturer Warranties, are subject to certain terms and limitations stated by the Manufacturer. Potential purchasers should note that the NDL Warranties do not apply to this offering.

(b) After consummation of the Offering Plan, the cost of repairing the roof will be borne by the unit owners and the actual cost for repairs will depend on the extent of damages to the roof.

(c) Notwithstanding the foregoing, the sponsor's obligation, regardless of whether a warranty is provided, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between disclaimers in the Plan 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.

3. Window Guards for Children

(a) Unit Owner(s) must notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. It is the responsibility of each residential owner to install at the residential owner's expense, the required window guards in all windows of the Unit and shall not remove them until permitted by law in any event, without the full knowledge of the Managing Agent.

(b) The New York City Health Code Section 131.15 provides that owners of condominium units shall provide, install, and maintain, a window guard of a type and installation in accordance with the specifications of the Department set forth in Chapter 12 of Title 24 of the Rules of the City of New York, on the windows of each apartment in which a child or children ten (10) years of age and under reside.

(c) It is the responsibility of the Sponsor to install window guards if a child under the age of 11 lives or resides in the Unit for an interim lessee.

4. Limitation on Use of Balconies/Terraces and Cellar

(a) Balconies, Terraces, and cellar may not be used for any type of occupancy, including but not limited to, sleeping, dining, living room, recreation room, office, etc. To do so may result in a violation against the building being issued by the Building Department.

(b) Prospective purchasers are advised that the cellar cannot be used for sleeping or dining space. Furthermore, the cellar space has less light and air than ordinary living space and it is more susceptible to dampness.

5. Easements

Each Unit Owner will have an easement in common with all other Unit Owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the common elements or located in other Unit(s) and servicing his/her/its Unit. Further, each Unit Owner will have an easement for the continuance of any encroachment

by his/her/its Unit or any adjoining Unit or common elements now existing or which may come into existence hereafter as a result of the settling of the Building or repair or alteration of the Unit by the Board of Managers after damage by fire or other casualty or as a result of condemnation or eminent domain proceeding, or any alteration made by the Board to the common elements, so that any such encroachment may remain undisturbed so long as the Unit stands. Each Unit will be subject to these encroachments and easements in favor of all other Unit(s). The Board of Managers, its agents and employees shall have a right of access to the Unit(s) and the common elements (irrespective of the restricted nature of any common elements), upon at least twenty-four (24) hours prior notice, except for emergency repairs, to inspect, maintain, or repair the common elements or to make repairs to the Unit to prevent damage to the common elements or any other Unit.

SECTION E LOCATION AND AREA INFORMATION

1. The Condominium property is located in Borough Park Section of Brooklyn, on 57th Street near the cross roads between 57th Street and 9th Avenue, which is a public road in Brooklyn, Kings County, New York. It is about 1.0 mile southwest of Interstate 278 Expressway and about 3.0 miles northeast of Belt Parkway. The Condominium property is located in an R6 zoning district which allows Class A multiple dwellings including condominiums and cooperative apartments and commercial units.

2. There is currently no project that has been or is being built by the sponsor in the immediate vicinity. To the best of the Sponsor's knowledge, up to now, there are no other development projects that have been publically announced that will be adjacent to or directly across the street from the Condominium. Any change in this information that occurs while sales are continuing must be disclosed in an amendment within 30 days after the information becomes known to the sponsor.

3. All surrounding areas are developed, and comprising of single and multiple dwellings, including condominiums and cooperative apartments, houses of worship, various retail stores, restaurants, banks, office buildings and public facilities. The major shopping area is about 0.4 miles away on 8th Avenue near 61st Street. This central location offers the availability and advantage of all the nearby conveniences.

4. The D, N, Q and W Trains of Metropolitan Transit Authority stop along New Utrecht Avenue and 8th Street, which are a few blocks away from the Condominium. Various bus stops are located along 8th Avenue and Forthamilton Parkway.

5. The nearest elementary school is P.S. 105 The Blythebourne School which is 0.3 miles away located at 1031 59th Street, Brooklyn, NY 11219. The nearest Junior High and Senior High School is AHRC Middle/High School, located at 1201 66th St, Brooklyn, NY 11219 which is approximately 1.0 mile away.

6. Public services such as police and fire protection, street maintenance and water service are provided by the City of New York. There is a police station New York City Police Department - 66th Precinct at 5822 16th Avenue, Brooklyn, NY 11204 located approximately 1.2 miles away and a fire protection station (FDNY Engine 250) is located approximately 2.1 miles away at 126 Foster Avenue, Brooklyn, NY 11230.

7. The hospitals in the vicinity of the Condominium are Maimonides Medical Center, 4802 10th Avenue, Brooklyn, NY 11219, which is approximately 0.6 miles away; and NewYork-Presbyterian Medical Group Brooklyn Park Slope, located 5923 16th Avenue, Brooklyn, NY 11204, which is approximately 1.2 miles away.

8. There is one park nearby, Rappaport Playground. It is about 0.5 miles away from the Condominium. Brooklyn Public Library - McKinley Park Branch, located at 6802 Fort Hamilton Parkway, Brooklyn, NY 11219, which is about 0.8 miles away from the Condominium.

SECTION F OFFERING PRICES AND RELATED INFORMATION
82 REAL ESTATE CONDOMINIUM
935 57th Street
Brooklyn, New York 11219
SCHEDULE A
(July 1, 2022- June 30, 2023)

Unit No.	No. of Bedroom + Baths	Net Square Footage	Limited Common Elements (Balcony(B) & Terrace(T))	Gross Square Footage(1)	Offering Price	Percentage of Common Interest	Projected Est. Monthly Common Charges	Projected Est. Monthly Real Estate Taxes	Projected Est. First Year's Monthly Carrying Charges	Projected Est. First Year's Real Estate Taxes
	(1)	(2)(a)	(2)(b)	(2)(c)	(3)	(4)	(5)	(6)	(7)	(8)
C1	0/2x0.5	1,625		1,625	$488,000.00	11.0250%	$479.06	$426.22	$905.28	$5,114.61
1A	0/2x0.5	2,105		2,105	$737,000.00	16.6618%	$724.00	$644.13	$1,368.13	$7,729.59
2A	2/2	716	T-487	1,203	$465,000.00	10.5250%	$457.34	$466.89	$924.23	$5,602.62
2B	1/1	614		614	$399,000.00	9.0310%	$392.42	$400.61	$793.03	$4,807.34
3A	1/1	453	B-34	487	$296,000.00	6.7002%	$291.14	$297.22	$588.36	$3,566.62
3B	1/1	470	B-25	495	$307,000.00	6.9490%	$301.95	$308.26	$610.21	$3,699.06
3C	1/1	611	B-59	670	$399,000.00	9.0412%	$392.86	$401.06	$793.92	$4,812.77
4A	1/1	445	B-34	479	$298,000.00	6.7551%	$293.53	$299.65	$593.18	$3,595.84
4B	2/2	686	B-49	735	$449,000.00	10.1830%	$442.48	$451.71	$894.19	$5,420.56
4C	2/2	815	B-34/T-525	1,374	$580,000.00	13.1287%	$570.47	$582.38	$1,152.85	$6,988.61
Total		8,540	1,247	9,787	$4,418,000.00	100.0000%	$4,345.25	$4,278.17	$8,623.42	$51,338.00

Note 1: Balconies and/or Terraces are uninhabitable space and this space may not be legally used as a bedroom or living room. To do so may result in a building code violation being issued for the Building.

2. The cellar is uninhabitable and cannot be used for sleeping or dining space. Furthermore, the cellar space has less light and air than ordinary living space and it is more susceptible to dampness.
3. The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction/rehabilitation is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction/rehabilitation is complete. The projected real estate taxes will be $85,563.00 for the whole buidling. See Footnote 6(c) to Schedule A for more information regarding the projected assessed valuation after completion of construction/rehabilitation.
4. Units C1 and 1A are Community Facility Units.

FOOTNOTES TO SCHEDULE A

1. (a) The method of calculating the number of bedrooms is in accordance with the Zoning Code of the City of New York, which requires the bedrooms to meet certain standard of "habitability" with minimum size and lighting. A bathroom with lavatory and shower or bathtub counts as one (1) bath, and a bathroom with a lavatory and toilet only counts as ½ bath. The dining area, study, den, balconies and closets do not count as rooms.

(b) The following are the Unit information:

(i) Units C1 and 1A:

Community Facility Unit(s)

(ii) Units 2B, 3A, 3B, 3C and 4A:

1 Bedroom, Living, Dining Area,
Kitchen, 1 Full Bath

(iii) Units 2A and 4C:

2 Bedroom, Living, Dining Area,
Kitchen, 2 Full Bath

(iv) Unit 4B:

2 Bedroom, Living, Dining Area,
Kitchen, 2 Full Bath

(c) Except Unit 2B, all the Residential Units on the 2nd through 4th floors have access to either a balcony or terrace. The balconies/terraces are considered as limited common elements.

The floor plans are contained in Section FF, Part II of this Plan.

2. (a) (i) Column 2(a) of Schedule A shows the net square footage of the Units which is measured from the unit side of the window glass or concealed fireproofed structural members of the exterior wall to the center line of the drywall partitions or block partitions which separate the Unit from another Unit, or to the unit side of the concealed masonry work or concealed structural members or to the surface of the drywall partitions which separate a Unit from corridors, stairs and other common or mechanical equipment spaces.

(ii) The common elements on each floor, such as hallway, corridor and/or stairway, are not included in the net square footage. The limited common elements

such as balconies and/or terraces are shown in Column 2(b). The gross square footage shown in Column 2(c) is the sum of the net square footage and the limited common elements such as balconies and terraces to which only the Unit Owner is accessible (See Section A in Part I of the Offering Plan). The gross square footage shown in Column 2(c) are not based upon the measurements from interior surfaces of the interior walls, and the actual area compromising the unit is substantially less than the area listed in Column 2(c) in Schedule A. The measurements are approximate within reasonable tolerances.

(iii) Note that a decrease in a unit's area of 5% or less will not affect a purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material.

(b) When measured horizontally, each Unit is defined to consist of the space from the unit side of the window glass or concealed fireproofed structural members of the exterior wall to the center line of the drywall partitions or block partitions which separate the Unit from another Unit, or to the unit side of the concealed masonry work or concealed structural members or to the surface of the drywall partitions which separate a Unit from corridors, stairs and other common or mechanical equipment spaces. When measured vertically, each Unit is defined to consist of the space from the underside of the concealed concrete slab, or of the fireproofed beam, as the case may be, at the highest level of a Unit to the top of the concrete floor or wood subfloor at the lower level of a Unit, except that the structural slabs and beams separating floors and any Common Elements located within any Unit shall not be considered as part of the Unit.

3. (a) Offering prices may be increased or decreased by a duly filed amendment to the Plan when it is an "across the board" change affecting one or more lines of Units, or Unit models, or is to be advertised or is an individually negotiated price which is higher than the listed offering price. Offering prices and specified terms are negotiable and the Sponsor may enter into a Purchase Agreement with an individual Purchaser to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment (See Section J in Part I of the Offering Plan). However, the provisions applicable to any of the negotiable terms must be disclosed in the Plan.

(b) (i) At the closing of each Unit, the Purchaser will pay the Sponsor's attorney's closing fee of $1,500.00 for a residential unit and $2,000.00 for a commercial and/or community facility unit. There will be an additional $350.00 attendance fee if Purchaser desires to have the closing other than at the office of Sponsor's attorney, and $350.00 as assistance fee for mortgage application (such as providing Attorney Escrow Letter, documents on sales and closing of condominium units, status of condominium, condominium questionnaire and other related information to the Purchaser's mortgage lender and/or broker) if Purchaser needs to apply for a mortgage and requires Sponsor/Seller's attorney to provide assistance therein.

(ii) At closing, the purchaser is also expected to pay the State and City transfer taxes; the amount equal to one (1) month common charge as contribution to Working Capital Fund.

(iii) For a complete explanation of closing costs associated with the transfer of title to the Units, see Section O "Closing Cost and Adjustments" in Part I of the Offering Plan. The closing costs are in addition to the purchase price of each Unit.

4. The percentage interest of each Unit in the Common Elements shall be the approximate proportion that the fair value of the Unit at the date of Declaration bears to the then aggregate fair value of all the Units pursuant to the New York Condominium Act Section 339-I.1. (i).

5. The projected estimated monthly common charges and the projected estimated first year's carrying charges are shown in Column 5 and 7 respectively. Sponsor is not offering or procuring mortgage financing, therefore if the purchaser obtains financing, the purchaser's debt service will be an additional expense. Additionally, the projected carrying charges do not include certain costs for which the unit owner is responsible such as repairs to the interior of the unit, separately metered gas, electricity, hot water, heat, air conditioning and cable television service. Please refer to Schedule B-1 for individual carrying charges. NYCRR§20.3(g) (2)(v)

6. (a) After the condominium is divided into individual tax lots, each unit will be taxed as a separate tax lot for real estate tax purposes and the unit owner will not be responsible for the payment of, nor will the unit be subject to, any lien arising from the non-payment of taxes on other units.

(b) Schedule A, Column (6) shows the projected estimated monthly real estate taxes and (8) shows the projected estimated the first-year real estate taxes. The Condominium building is expected to be completed on or about June 30, 2022 and the Sponsor anticipates that the Certificate of Occupancy will be issued on or about June 30, 2022. The calculation of Column (8) is made based on the estimated assessed valuation for the tax year of 2022/2023 after completion of the Condominium building:

(i) Residential Portion

$A \times B \times C$

A=	The estimated assessed value of the property during 2022/2023 tax year allocated to residential portion	($309,159.00)
B=	Estimated tax rate then in effect	(12.451%)
C=	Percentage of common interest allocated to each Residential Unit	

(ii) Non-Residential Portion

$A \times B \times C$

A= The estimated assessed value of the property

during 2022/2023 tax year allocated to the non-residential portion: ($118,369.00)

B= Estimated tax rate then in effect (10.851%)

C= Percentage of common interest allocated to the non-residential portion

(c) Purchasers are advised that the estimated assessed value of the Condominium in Subsection 6(b) above reflects the assessment for the first year Condominium operation, the assessed value and therefore the real estate taxes may increase materially when the full valuation of the building is reassessed on the first status date (i.e., January 5) following issuance of the Certificate of Occupancy for the next tax year (i.e., tax year of 2023/2024), commencing from July 1, 2023.

(i) The calculation for the residential portion is made as follows:

$A \times B \times C$

A= The estimated assessed value of the property during 2023/2024 tax year allocated to the residential portion ($515,266.00)

B= Estimated tax rate then in effect (assuming it remains static) (12.451%)

C= Percentage of common interest allocated to each Residential Unit

(ii) The calculation for the non-residential portion is made as follows:

$A \times B \times C$

A= The estimated assessed value of the property during 2023/2024 tax year allocated to the non-residential portion: ($197,281.00)

B= Estimated tax rate then in effect (assuming it remains static) (10.851%)

C= Percentage of common interest allocated to the non-residential portion

(See Section T in Part I of the Offering Plan). 13 NYCRR 20.3(g)(2)(vi)

7. (a) In the absence of an individual mortgage on the Unit, the total amount of

carrying charges deductible for income tax purposes for the residential unit owners would equal the monthly real estate taxes. Should Purchaser obtain financing, the projected amount deductible for income tax purposes may vary in subsequent years due to refinancing the mortgage, the application of constant debt service payments between interest and principal, or due to changes in the assessed valuation, the tax rate or in the method of assessing real property which results in change in real property taxes, or such other changes as may reasonably be expected to affect deductions.

(b) Notwithstanding the previous paragraph, prospective Purchasers should note that on January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. (See Section U, Subsection 1 in Part I of the Offering Plan).

13 NYCRR 20.3(g)(2)(vii)

SECTION G

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

SCHEDULE B

BEGINNING JULY 1, 2022 TO JUNE 30, 2023

INCOME:		
COMMON CHARGES (NOTE 1) –		$ 52,143.00
	TOTAL:	$ 52,143.00
ESTIMATED EXPENSES:		
SALARIES AND WAGES (NOTE 2)		$ 18,855.00
UTILITIES – ELECTRICITY FOR LIGHTING & ELEVATOR (NOTE 3)		$ 2,927.00
UTILITIES – ELECTRICITY FOR HEATING (NOTE 4)		$ 7,220.00
WATER AND SEWER CHARGES (NOTE 5)		$ 4,738.00
REPAIRS, MAINTENANCE SERVICE & SUPPLY (NOTE 6)		$ 2,630.00
INSURANCE (NOTE 7)		$ 5,800.00
LEGAL AND AUDITING (NOTE 8)		$ 4,000.00
MANAGEMENT FEE (NOTE 9)		$ 5,130.00
INCOME TAX (NOTE 10)		$ 843.00
CONTINGENCIES (NOTE 11)		$ 0.00
	TOTAL:	$ 52,143.00

DESPITE THE BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION IN SCHEDULE B ABOVE, IF THE ACTUAL COMMENCEMENT OF THE BUDGET YEAR IN THE OFFERING PLAN DIFFERS BY SIX (6) MONTHS OR MORE FROM THE ANTICIPATED DATE OF CLOSING OF THE FIRST UNIT, THE OFFERING PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET WHICH WILL DISCLOSE THEN CURRENT PROJECTIONS. IF SUCH AMENDED BUDGET PROJECTIONS EXCEED THE ORIGINAL BUDGET PROJECTIONS BY TWENTY-FIVE PERCENT (25%) OR MORE, ALL PURCHASERS WILL HAVE THE RIGHT TO RESCIND THEIR CONTRACT WITHIN THIRTY (30) DAYS AFTER THE RECEIPT OF THE AMENDED BUDGET AND HAVE THEIR DEPOSITS REFUNDED.

THE SPONSOR MAY NOT DECLARE THE PLAN EFFECTIVE WHERE THERE ARE ANY MATERIAL CHANGES TO THE BUDGET IF SUCH CHANGES HAVE NOT BEEN DISCLOSED BY A DULY FILED AMENDMENT TO THE OFFERING PLAN.

FOOTNOTES TO SCHEDULE B

1. Common Charges $ 52,143.00

These estimates of operating expenses and income have been made by the Sponsor's experts based on the operation of comparable properties in the area. It cannot be construed as an assurance of the final expenses and is merely based upon monthly common charges set forth in Schedule A which will be paid by each Unit Owner. The common charges payable by each community facility unit owner are sufficient to cover the expenses fairly attributable to such unit.

2. Salaries and Wages $ 18,855.00

It is anticipated that the building staff will consist of one part-time, non-union superintendent who works approximately twenty (20) hours a week at the hourly rate of $15.00 and employee benefits, such as, worker's compensation insurance and medical insurance as required by federal or state laws and regulations amounting to about $3.13 per hour to provide services necessary for maintenance of the common areas. The wages for the superintendent meet state minimum wage laws. (13 N.Y.C.R.R. § 20.3(h)(4)(ii))). The budgeted amount reflects current wage rates and reasonably anticipated increases. The estimated labor cost is based on the following calculations:

Payroll:	$18,855.00
Payroll Taxes & Miscellaneous Expenses:	
FICA $18,855.00× 7.65%=	$ 1,442.41
State Unemployment Insurance: $18,855.00× 4%=	$ 754.20
Federal Unemployment Insurance: $18,855.00× 0.8%=	$ 150.84
Worker's Compensation/Disability: Insurance: $18,855.00× 4.5%=	$ 848.48
Miscellaneous	$ 56.57

3. Utilities – Electricity for Lighting & Elevator $ 2,927.00

(a) The projection for cost of electricity is based upon estimates provided by Benjamin B. Lam, Professional Engineer of Lam & Lam Designs D.P.C. with the office at 112-45 Roosevelt Avenue, Corona, NY 11368. The following estimate is for the cost of electricity which is included and covered by the common charge such as cost of electricity for exterior and interior common area lighting, fans, pumps and the elevator system, if applicable. The rate indicated below includes tax and latest utility company surcharges for fuel adjustments. Due to inflation, ten percent (10%) has been added to the

rate currently in effect.

	Consumption	Cost
COMMON AREA ELECTRICITY:	10,093KWH @ $0.29/KWH	$2,927.00/Year

(b) The projection does not include the cost of electricity for each unit which shall be individually metered and billed directly to each Unit Owner. Purchasers are referred to Schedule B-1 for individual electricity costs.

(c) In view of the current energy situation, it is not possible to predict whether the budgeted figure will reflect the actual cost to be incurred during the first year of condominium operation, which will vary with the level of consumption and the cost of the utility. Electricity is generated by the utility company by means of fuel oil as the primary energy source. If the cost of oil to generate electricity increases, it is likely that electric rates will increase. It is believed that the projected figure should be sufficient to cover a reasonable increase in the cost of electricity resulting from the foregoing during the first year of condominium operation. However, no budget item is warranted.

4. Utilities – Electricity for Heating $ 7,220.00

(a) The projection for cost of gas is based upon estimates provided by Benjamin B. Lam, Professional Engineer of Lam & Lam Designs D.P.C. with the office at 112-45 Roosevelt Avenue, Corona, NY 11368. The following estimate is for the cost of gas which is included and covered by the common charges such as cost of gas for common area heating. The rate indicated below includes tax and latest utility company surcharges for fuel adjustments. Due to inflation, ten percent (10%) has been added to the rate currently in effect.

	Consumption	Cost
COMMON AREA		
ELECTRICITY:	24,897KWH @ $0.29/KWH	$7,220.00/Year

(b) The projection does not include the cost of gas for each unit which will be individually metered and billed directly to each Unit Owner. Purchasers are referred to Schedule B-1 for individual gas costs.

(c) Although the Sponsor is under obligation to provide accurate information to prospective purchasers, factors beyond its control may substantially affect the cost of heating after the purchase of a Unit or in subsequent years. The Sponsor represents, however, that it has followed the plan and specifications provided by the manufacturer of the heating system together with the recommendation of the utility company and other experts to enable these items of equipment to operate at optimum efficiency at the lowest cost. Further, the Sponsor represents that it has not been induced to select the heating

system described herein on the basis of any financial inducement other than the price of the system made to it by the manufacturer or distributor of the system or the supplier of energy to be used in connection therewith or by any of their agents or employees.

5. Water and Sewer Charges $ 4,738.00

(a) One (1) water meter covers the entire condominium. The Units will not be individually metered for water. The budgeted figure is based upon the water and sewer formula which consists number of families, tubs/shower stalls, toilets that are in each unit, hose bibs, number of floors in the building and street frontages. Water costs are based upon 417HCF/yr. at $3.99/HCF and sewer charge is based upon one hundred fifty-nine percent (159%) of water costs. The projection for water and sewer charges is based on the estimate given by Benjamin B. Lam, Professional Engineer of Lam & Lam Designs D.P.C. with the office at 112-45 Roosevelt Avenue, Corona, NY11368.

(b) There are two community facility units in the Condominium. There is a possibility that the community facility units will use more water than a typical residential unit. If it is the case, the community facility unit that uses a higher-than-normal amount of water will be assessed for the additional cost of water directly and it will not be borne by the entire Condominium. The residential units will not be subsidizing the community facility units.

6. Repairs, Maintenance, Service & Supply $ 2,630.00

The budget figure is for the repair and maintenance of all the common elements such as roof, exterior (including walls, foundations, windows, doors and locks), sewer system, plumbing, electrical work, elevator system, painting and flooring of the common area, and other maintenance services. The budget also includes cost of cleaning supplies, hardware, lighting bulbs and rubbish bags. The snow removal and daily cleaning of the common area and sidewalk will be done by the superintendent. Inasmuch as the Building is a new construction, no major interior and exterior repairs are anticipated. Minor repairs will be done by the superintendent. The budget is based on the operation of comparable properties in the area. The budgeted figure does not include improvements and repairs to, maintenance of, or supplies for individual Units and limited Common elements. Each individual Unit Owner is responsible for improvements and repairs to, maintenance of, and supplies for his/her Unit and those Common Elements irrevocably restricted to his/her use.

7. Insurance $ 5,800.00

(a) The budgeted figure for insurance is based upon an estimate provided by ABC Insurance Agency, Inc., an insurance brokerage firm having an office at 41-25 Kissena Boulevard, Suite 110, Flushing, New York 11355. They have advised that they would be willing to write a policy with the following coverage:

Building-2,500,000.00 Limit, replacement cost, subject to a deductible of $2,500.00 per occurrence;

Maintenance Fee- Actual Loss, no deductible;
Comprehensive General Liability- $1,000,000.00 per occurrence, $2,000,000.00 per aggregate;
Fire Damage Legal Liability- $50,000.00 per occurrence;
Water Damage- subject to the building's deductible

Total anticipated annual premium: $ 5,800.00

(b) The above package policy provides for the following:

1) All Unit Owners are listed as additional insured parties;
2) Waiver of Subrogation clause is included;
3) Replacement cost coverage endorsement is included;
4) Notice to Owners and Board of Managers in the event of cancellation;
5) Waiver of invalidity due to acts of insured and Unit Owners is included;
6) Waiver of pro-rata reduction if Unit Owners obtain additional coverage is included; and
7) The fire insurance coverage for the building master policy in the amount of $2,500,000.00 budgeted in the Plan is adequate so that insured shall not be coinsurer if the policy contains a co-insurance provision.

(c) The above proposed coverage is provided by a company licensed in the State of New York with a best rating of "A"-Excellent, and meets the requirement of any mortgage lender procured by the Sponsor.

(d) (i) The following policies are recommended by ABC Insurance Agency, Inc. at additional costs: Earthquake, Flood, Directors' and Officers' Liability, Fidelity Bond, Boiler & Machinery, Workers Compensation, Disability, Crime, Auto Liability and excess coverage.

(ii) The budget figure does not include the coverage for the Unit Owner's personal properties. It is recommended that each Unit Owner purchases his/her own insurance to cover losses and damages for his/her personal property.

8. Legal and Auditing $ 4,000.00

The fee for the accountant's services is based on the estimate given by Liming Shi, C.P.A., with office at 136-20 38th Avenue, Suite 9G, Flushing, New York 11354. The figure reflects the estimated cost of $2,000.00 for retaining an accountant to prepare a year end audited financial statement and tax return. This budgeted amount is sufficient for such accountant's services. $2,000.00 is provided for retaining an attorney to represent the Board of Managers in connection with the Condominium's normal business operations. While the Sponsor is in control of the Board, Lawrence Lixin Yang, P.C. with

its office at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354will represent the Board therefor. The amount reflected does not cover extraordinary costs or expenses for additional services rendered or costs incurred to conduct litigation on behalf of the Condominium.

9. Management Fee $ 5,130.00

At or prior to the first closing of title to Unit, the Condominium will enter into management contract with the Sponsor as managing agent for a period of two (2) years. Such management fee to be collected by the Sponsor is about ten percent (10%) of the total common charges. The projected cost for management of the condominium is neither greater than nor substantially less than the prevailing cost (ranging from four percent (4%) to twelve percent (12%)) which would be charged for such services. 13 NYCRR §20.3(h)(4)(ix). Such arrangement may not be canceled at least for one (1) year. After one (1) year, either the Board of Managers or the Sponsor may terminate such arrangement upon sixty (60) days written notice to the other. However, while Sponsor controls the Board, it is unlikely that the condominium will terminate the management agreement with Sponsor.

10. Income Tax $ 843.00

(a) Assuming that title to sixty (60%) percent of the condominium units will be closed within one (1) year after first closing, the Condominium may probably generate a taxable income in the amount as indicated in this footnote during the first year of operation.

(b) The income tax estimate in this Section G Subsection 10 was arrived at based on the assumptions that (i) sixty(60) percent of the condominium units will be occupied after closing while forty(40%) percent of the condominium units will remain vacant as sponsor has expected during the first year of operation, which will result in forty(40%) income surplus from the common charges over (x) the Utilities – Electricity For Lighting & Elevator (Footnote 3) and (y)Water and Sewer Charges (Footnote 5), while other estimated expenses have been fully used; (ii) sponsor pays common charges for the forty(40%) percent of the condominium units as required and there will be no uncollected common charges and/or fees from unit owners; and(iii) for corporations, federal ordinary income tax rate remains at twenty-one(21%) percent and New York State ordinary income tax rate remains at six point five(6.50%) percent.

11. Contingencies $ 0.00

(a) This budget item is to provide a fund for unanticipated expenses or possible increases in operating expenses not now foreseen or other condominium corporate purposes. This fund will be used in the event any income taxes are incurred to the Condominium. The budget may be modified from time to time prior to commencement of or during condominium operation to increase one or more items of expense and decrease the contingency fund. This fund does not include a reserve for

capital repair and/or replacement.

(b) If the actual or projected commencement of the budget year in the Offering Plan differs by six (6) months or more from the anticipated date of closing of the first unit, the Plan will be amended to include a revised budget which will disclose then current projections. If such amended budget projections exceed the original budget projections by twenty-five percent (25%) or more, all purchasers will have the right within thirty (30) days after the receipt of the amended budget to rescind their offers to purchase and have their deposits refunded.

(c) The Sponsor may not declare the Plan effective where there are any material changes to the budget if such changes have not been disclosed by a duly filed amendment to the Offering Plan.

(d) Since no fund is being provided for major capital improvements, it is a special risk that the need for such improvements might result in an increase in common charges and/or special assessment.

SECTION H BUDGET FOR INDIVIDUL ENERGY COSTS SCHEDULE B-1

Estimate of Individual Utility

7/1/2022-6/30/2023

UNIT NO.	NO OF BEDROOM & BATHROOM	NET SQUARE FOOTAGE	PROJECTED ANNUAL ELECTRICAL CONSUMPTION (KWH)	PROJECTED AVARAGE RATE ($per kwh)	ANTICIPATED ANNUAL COST (ELECTRICAL)	PROJECTED ANNUAL GAS CONSUMPTION (THERMS)	PROJECTED AVARAGE RATE ($ PER THERM)	ANTICIPATED ANNUAL COST (GAS)
C1	0/2x0.5	1,625	9,555	$0.29	$2,771	796	$2.05	$1,632
1A	0/2x0.5	2,105	12,377	$0.29	$3,589	1,031	$2.05	$2,114
2A	2/2	716	4,210	$0.29	$1,221	351	$2.05	$719
2B	1/1	614	3,610	$0.29	$1,047	301	$2.05	$617
3A	1/1	453	2,664	$0.29	$772	222	$2.05	$455
3B	1/1	470	2,764	$0.29	$801	230	$2.05	$472
3C	1/1	611	3,593	$0.29	$1,042	299	$2.05	$614
4A	1/1	456	2,681	$0.29	$778	223	$2.05	$458
4B	2/1	686	4,034	$0.29	$1,170	336	$2.05	$689
4C	2/2	815	4,792	$0.29	$1,390	399	$2.05	$819

FOOTNOTE TO SCHEDULE B-1

The attached Schedule B-1 shows the estimated cost of electricity and gas consumed by each condominium unit. The projection for cost of electricity and gas is based upon estimates provided in the letter dated as of January 25, 2021 by Benjamin B. Lam, Professional Engineer of Lam & Lam Engineering D.P.C., with the office at 112-45 Roosevelt Avenue, Corona, NY 11368. Gas consumption is for heating for approximately seven (7) months per year and also for cooking. The estimate is based upon a normal heating season of forty-five (45) degree days and a cost of gas of $2.05 per therm, including tax, fuel adjustment and ten percent (10%) inflation factor. Electricity consumption is for lighting, small appliances and cooling. Electricity consumption for cooling is based on use of air conditioner for three (3) months per year. The estimate is based on average cost of electricity of $0.29 per kilowatt hour including taxes, fuel adjustment and ten percent (10%) inflation factor.

In view of the fact that these averages may include the use of energy by persons of varying needs with different standards of comfort, or with families of different sizes, the amount of energy consumed by the purchaser may vary substantially from the average estimates herein provided. In addition, the effect of inflation, gas shortages and other factors may raise the cost of gas and electricity substantially higher than the current or projected rate.

GRAND DEVELOPMENT REALTY LLC

33-70 Prince Street, Suite 301
Flushing, New York 11354
Tel.: (917) 362-9666

February 15, 2021

SECTION H (a)

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339 (I)

State of New York
Department of Law
28 Liberty Street, 21st Floor
New York, NY 10005-1413

Re: 82 Real Estate Condominium
935 57th Street
Brooklyn, NY 11219

Dear Sir/Madam:

The undersigned is a real estate broker licensed in the State of New York. We have been engaged in the sales and management of at least five(5) cooperative, condominium and rental properties in the course of over ten(10) years.

The sponsor of the Offering Plan for the subject condominium has retained us to review the allocation of common interests applied to the Units contained in Schedule A of the Offering Plan. We have no beneficial interest in the sponsor or the profitability of the subject condominium.

We have reviewed the percentage of common interest allocated to each Unit as shown in Schedule A of the Offering Plan and it is our opinion that such interest for each of the units is in approximate proportion that the fair value of the unit at the date of declaration bears to the then aggregate fair value of all the units in accordance with Section 339-I(1)(i) of the New York State Real Property Law. This allocation method utilizes the calculations of the values of the salable square footage provided by the Sponsor's architect.

Very truly yours,

Grand Development Realty LLC

By: Steve S. Cheung
Steve S. Cheung, Broker

SECTION I

COMMUNITY FACILITY UNIT(S)

1. (a) This Condominium contains two (2) Community Facility Unit(s) located on the cellar and first floor in addition to eight (8) Residential Unit(s). The proposed use of Community Facility Unit(s) as day care center, senior care center and medical office, and may also be converted into commercial unit(s), or vice versa, when the zoning regulations are changed for this neighborhood. The projected share of expenses attributable to the Community Facility Unit(s) is based on the offering price and square footage of such unit(s). The common charges collected from the Community Facility Unit(s) will be based on their percentage of common interests in the Condominium. There is no special allocation of common expenses designated for the Community Facility Unit(s).

(b) There are no provisions in the declaration and by-laws that authorize the board of managers in the future to specially allocate or apportion profits and expenses or specific expense items based on special or exclusive use or availability or exclusive control of particular units or common areas. 13 NYCRR § 20.3(j)(5)

2. The common charges payable by each community facility unit owner are sufficient to cover the expenses fairly attributable to such unit.

3. (a) Under the current zoning code, the condominium building is in the zoning district(s) of R6, which permits the uses for medium-density apartment houses, such as Class "A" apartments and community facility unit(s). (See Section D, Subsection 1(a) in Part I of the Offering Plan). The maximum floor area ratio permitted for residential use herein is 1.25 (which means one point twenty-five times of the lot area). The proposed building floor areas allocated among the residential use and community facility use will satisfy the requirements under the NYC Zoning Code.

(b) However, prospective purchasers should note that the community facility unit(s) is not restricted to its proposed use and the community facility unit owner(s) has the right to subdivide the unit. If NYC Zoning Code is amended in the future with respect to the zoning district in which this condominium building is located (such as through local zoning authority, community board, and/or upon application of condominium Board of Managers on behalf of all unit owners), community facility unit(s) might be converted into commercial and/or community facility unit(s), such as a commercial retail store, general office, a medical office, senior center, school, or vice versa(any such conversion of any of the community facility unit(s) shall be disclosed in a duly filed amendment). Otherwise, the community facility unit owner(s) does not have any rights or obligations which differ from those of the residential unit owners. The difference as described above will not have a material adverse impact upon the Condominium (13 NYCRR § 20.3(j)(6)).

4. (a) Prospective purchasers should further note that although the community facility unit(s) are not restricted to its proposed use, the usage of such space that is

commonly considered offensive, such as pornography stores, massage parlors, drug treatment facilities, homeless shelters, is not permissible (See also Article VI Section 13 of the By-Laws in Part II of the Offering Plan).

(b) Furthermore, Sponsor may not amend the by-laws to allow the currently prohibited uses through its control of the board whether through member appointment or voting control.

5. Except as otherwise provided above or elsewhere in this Offering Plan, community facility unit owners have the same rights and obligations as residential unit owners pursuant to Section S in Part I and the By-Laws in Part II of this Offering Plan, including, without limitation, casting votes to elect members to the Board of Managers. Community facility unit owners are not entitled to separate representation on the Board in addition to that of residential unit owners.

SECTION J CHANGES IN PRICES OR UNIT(S)

1. Changes in Prices

The Offering Price set forth in Schedule A, Section F may only be changed by a duly filed amendment when the price change is an across-the-board increase or decrease affecting one or more lines of Unit(s) or unit models, or is to be advertised or is a price increase for an individual Purchaser. Prices are negotiable. Sponsor may enter into an agreement with an individual purchaser to sell one or more Unit(s) at prices lower than set forth in Schedule A without filing an amendment. No change in the price of a Unit, however, will increase the share of common expenses to be borne by any other Unit Owner. Likewise, no change in the price of a Unit will vary the percentage of common interest appurtenant to such Unit. Some purchasers will pay less or more for the same type of unit.

2. Changes in Sizes and Layout of Unit(s)

(a) Sponsor states that no changes will be made in the size or number of Unit(s), and/or their respective percentage of common interest and that no material change will be made in the size or quality of Common Elements except by amendment to the Plan and to the Declaration, when applicable.

(b) Sponsor further states that unless an affected Purchaser consents, no material change will be made in Unit size, layout, percentage of common interest or in the amount of quality of Common Elements directly affecting or servicing the Unit if a Purchase Agreement has been executed and delivered to Sponsor for that Unit.

(c) Sponsor further states that unless all purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of common element.

SECTION K INTERIM LEASES

1. (a) The Sponsor and a Purchaser who is in contract may enter into an interim lease (See Section LL, Form Condominium Unit Interim Lease, in Part II of the Offering Plan). No rental protection laws are applicable to the interim lease. An uncured default under the Purchase Agreement shall be considered as a default under the interim lease. The interim lessee must vacate the Unit within thirty (30) days after a default under the Purchase Agreement or rescission of the Purchase Agreement by the Lessee. The Lessee's default under the lease, if such defaults are not cured by the time of closing, shall be considered as default under the Purchase Agreement. However, before Sponsor may utilize the default under the lease to declare the default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit. (13 N.Y.C.R.R. § 20.3(n)(3))

(b) Despite the provision in Subsection 1(a)(i) above, a purchaser in contract who desires to enter an interim lease for the unit that he/she is purchasing must obtain prior written consent of the Sponsor.

(c) In the event that a purchaser in contract has obtained the consent from Sponsor to enter into an interim lease for the unit that he/she is purchasing, he/she, or with the assistance of his/her attorney, may request a copy of the Form Condominium Unit Interim Lease (in the form as Section LL in Part II of the Offering Plan) from the Sponsor or Sponsor's attorney and deliver an executed copy of the same together with the first month's rent (which rent shall be the fair market rent for the city where the Condominium is located and agreed by the Sponsor) and a security deposit equal to three (3) months' rent. Provided that the subject unit is fit for occupancy, Sponsor shall countersign the interim lease and deliver possession to the purchaser within fifteen (15) days as of the date of the lease.

(d) The sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law. (13 N.Y.C.R.R. § 20.3(ae)(3))

2. The sponsor retains the risk of loss until the Purchaser closes title to the Unit. It should be noted that insurance for the condominium covers the Unit but the Purchaser is responsible for the contents of the Unit (i.e., Purchaser's personal property). The risk that an Interim Lessee assumes is the risk of loss for the personal property not covered by the condominium insurance. Insurance proceeds are available to either Sponsor or the condominium for loss to the Unit and an Interim Lessee shall not assume such loss.

3. In the event that there are any inconsistencies between the lease and the Offering Plan, the terms of the Offering Plan shall govern.

SECTION L PROCEDURE TO PURCHASE

A complete copy of the Purchase Agreement (Hereinafter the "Agreement") is contained in Section AA, Part II of the Plan. The Sponsor hereby offers for sale the Unit(s) to be constructed in the Condominium for residential occupancy.

1. The sales price at which the Unit(s) are being offered are shown in detail in Schedule A. Sponsor reserves the right to change the sales price (See Section J in Part I of the Offering Plan). Any such changes will not affect the common interest of the Unit; however, some purchasers may pay less or more for the same Unit.

2. Any person may accept Sponsor's offer to sell the Unit(s) by entering into a Purchase Agreement with Sponsor. The Agreement provides that Purchasers will purchase from Sponsor a designated Unit in 82 Real Estate Condominium Declaration creating such condominium. No Purchase Agreement shall be given to a prospective purchaser for execution until the expiration of at least three (3) business days from the date on which the Offering Plan and all filed amendments thereto have been delivered to such Purchaser for review. Any conflict between the Plan and the Purchase Agreement shall be resolved in favor of the Plan. Upon signing the Purchase Agreement, Purchaser shall make a down payment in the amount equal to ten percent (10%) of the purchase price or any other amount, but not less than $10,000.00 per Unit plus the cost of any special work ordered by Purchaser and itemized in the Purchase Agreement. Upon purchaser's full payment of the purchase price at closing, in cash or by mortgage, Purchaser will receive a bargain and sale deed with covenants against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey good and marketable or insurable title to him/her/it of fee ownership in the Unit and such percentage of common interest in the common elements as set forth in Schedule A, free and clear of all liens and encumbrances other than those set forth in Section P, Subsection 12 in Part I of the Offering Plan. The Purchase Agreement may be modified with the consent of Purchaser and Sponsor in a manner not inconsistent with the law, or with the terms of this Plan. Within twenty (20) days after delivery by Purchaser of an executed Purchase Agreement together with the required down payment, Sponsor will either (a) accept the Agreement offer and fully execute, or (b) reject the Agreement offer and refund the down payment. If the Sponsor takes no action within said twenty (20) day period, the Purchase Agreement shall be deemed accepted by Sponsor.

3. The law firm of Lawrence Lixin Yang, P.C., with an address at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354, and a telephone number of (718) 886-7999, shall serve as escrow agent (Hereinafter the "Escrow Agent") for the Sponsor and Purchaser. Escrow Agent has designated the following attorney(s) to serve as signatories: Lawrence (Lixin) Yang. 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.

4. The Escrow Agent has established the escrow account at Citibank, located at 215

Jericho Turnpike, Floral Park, NY 11001, in the State of New York (Hereinafter the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled 82 Real Estate Condominium Escrow Account (Hereinafter the "Escrow Account"). The Escrow Account is an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per deposit. Any deposit in excess of $250,000.00 will not be insured. Furthermore, 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 $250,000.00 insurance limit.

5. All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Lawrence Lixin Yang, P.C., as Escrow Agent.

6. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

7. 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.

8. A copy of the Purchase Agreement is attached hereto as Section AA in Part II of the Plan. The relevant escrow trust fund provisions are included in Subsection 11 of the Purchase Agreement, which must be executed by the Escrow Agent.

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

10. 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 or it 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.

11. All Deposits, except for advances made for upgrades, extras, or custom work

received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

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

13. The Escrow Agent shall release the Deposit if so directed:

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

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

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

14. If the Escrow Agent is not directed to release the Deposit pursuant to Subsection 13(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 Subsection 13(a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the [Unit/Building] is located and shall give written notice to both parties of such deposit.

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

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

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

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

16. Any provision of any Purchase Agreement or separate agreement, whether oral or

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

17. In the event of a default by Purchaser under the Purchase Agreement, which default continues for thirty (30) days after written demand for payment based upon such default from Sponsor to Purchaser, the down payment to a maximum of ten percent (10%) of the purchase price plus the actual cost of any special work ordered may be released to Sponsor from such account as liquidated damages and thereafter neither party shall have any rights or obligations against or to the other. The Sponsor must give thirty (30) days written notice of default before forfeiture of deposit is declared. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. The deposit money may be withdrawn prior to closing in the event the Plan is abandoned or Purchaser defaults or the Purchase Agreement is rescinded. If the Purchase Agreement is rescinded or Sponsor cannot convey title to the Unit for any reason other than default by Purchaser, all monies advanced by Purchaser shall be returned to Purchaser. If the Plan is abandoned, all the deposit monies shall also be returned to Purchaser together with the interest earned thereon, if any.

18. The deposit monies may be released upon mutual written consent of Sponsor and Purchaser. The deposit money may also be released if Purchaser has executed a Mortgage Rider, complied with the terms therein and failed to obtain a mortgage loan or where Purchaser can lawfully rescind the Purchase Agreement without being in default.

19. The Escrow Agent is obligated to maintain all records concerning the Escrow Account for seven (7) years after release of funds. The Attorney General's Office may review and audit any records involving escrow accounts to determine compliance with statute and regulation.

20. 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 for. A bond, letter of credit or other security may be substituted for the escrow account only after the Department of Law approves in writing the use of such alternate form of security, pursuant to 13 NYCRR 20.3(o)(4)..

21. Notwithstanding anything to the contrary set forth above, in the event that the Attorney General's Regulations are modified or changed, the effect of which is to eliminate some or all of the Escrow Agent's obligations under the Escrow Agreement, then the Plan, terms of the Escrow Agreement, this section, and all then existing Purchase Agreement, and all Purchase Agreements executed thereafter, shall be amended accordingly. The foregoing does not affect a purchaser's right of rescission if any such amendment has a material effect.

22. All funds received by the Sponsor for upgrades or extras must initially be placed

in the escrow account. However, purchasers should note as a special risk that such funds may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrade or extra. As a result, in the event a purchaser is entitled to rescission, the purchaser will not receive a refund of any funds used for upgrades or extras to the extent expended. However, a purchaser is entitled to a full refund of such funds, even those funds already expended, in the event the plan is abandoned.

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

24. (a) It is agreed that the duties of the Escrow Agent are only as herein specifically provided, and, are purely ministerial in nature. Sponsor/Seller agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities in connection with the Purchase Agreement or the performance or non-performance of Escrow Agent's duties under the Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in the Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity shall include, 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.

(b) The obligations of the Escrow Agent shall be discharged by the Sponsor/Seller and purchaser upon payment of the Deposit and interest, if any, in accordance with Subsection 13 above, the regulations under Part 20, and/or depositing of the Deposit contained in the Escrow Account with the clerk of the county where the [Unit/Building] is located and has given written notice to both parties of such deposit.

(c) Purchaser acknowledges that Escrow Agent may represent Sponsor/Seller in connection with any dispute arising out of the Purchase Agreement including disputes in connection with the Deposit.

(d) There is no fee payable to Escrow Agent for acting as Escrow Agent, nor there is any compensation by the Sponsor/Seller to the depository bank.

13 NYCRR §20.3(o)(3)(i)

25. After the Plan has been declared effective, the Sponsor will fix dates for closing title to all Unit(s) 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 section 20.1(d)(1) of this Part 20(see 13 NYCRR§20.3(d)(1)) no less than 30 days before the date set for the closing of the Unit(s). The Sponsor herein permit Purchasers to waive this 30-day provision. 13 NYCRR §20.3(o)(11).

26. If the requirement for Purchaser to close the transaction is contingent upon

Purchaser obtaining a written mortgage commitment letter from a mortgage lender, the balance of the purchase price is not payable until closing of title to the Unit.

27. The Sponsor anticipates that the first closing of the Unit will occur on or about July 1, 2022. Purchasers will be offered a right of rescission if the actual date of closing of title to the first Unit occurs later than July 1, 2022, i.e., twelve (12) months after the projected date for the closing of title to the first Unit. If the Plan is amended to provide a later projected date for the first closing, purchasers who enter into purchase agreements after the amendment is accepted for filing will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date.

28. (a) However, if the first closing occurs on or before July 1, 2022, the Sponsor may schedule the closings of title to other Unit(s) significantly later that 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.

(b) Furthermore, Purchasers should note that even if the first closing occurs on or before July 1, 2022 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into), or within the twelve (12) month period thereafter, the closing of subsequent Unit(s) may be substantially delayed beyond such dates if a TCO has not been issued for such Unit(s) or for the floor on which such Unit(s) are located. In such case, provided that sponsor is diligently pursing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against the sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

29. (a) The Unit(s) may be purchased for all cash, or may be purchased partly for cash and the balance for the purchase price financed by mortgage loan. If a purchaser of a Unit requires mortgage financing, the purchase agreement will be conditioned upon such Purchaser obtaining a commitment from a lending institution of his own choosing. Any mortgage lien given by a Purchaser to a lender will be governed by the New York State Condominium Act.

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

(c) If Purchaser desires to make his or her or its obligations under the

Purchase Agreement contingent upon obtaining a commitment for financing or actual financing for the purchase of the Unit, he or she or it may do so by executing a Mortgage Addendum as attached to the Purchase Agreement. Under the Mortgage Addendum, Purchaser will have forty-five (45) days from the date of the receipt of a fully executed copy of the Purchaser Agreement by Purchaser or Purchaser's attorney to obtain a commitment for financing. In the event that Purchaser is unable to obtain such commitment after a good faith effort, either party may cancel the contract. Sponsor reserves the right to grant Purchaser reasonable extensions of said period of time. But Purchaser must notify Sponsor in writing in the manner as provided in Section AA, Subsection 23 of the Purchase Agreement, in Part II of the Offering Plan, if Purchaser is unable to obtain the commitment after the 45-day period. Further, such notification must be provided within seven calendar days after said 45-day period.

30. (a) Purchasers should note that the financing commitment for Purchaser of a Unit may have expiration dates prior to which closing of title to the Unit must occur, and the terms of the commitment may change prior to actual closing. If Purchaser's financing commitment lapses or expires prior to closing, and Purchaser has made a good faith effort to extend the commitment, Sponsor must grant such Purchaser a right of rescission and a reasonable period of time to exercise that right afforded under 13 NYCRR§20.3(o)(18).

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

31. Purchasers should further note that Sponsor may grant Purchaser the right to obtain financing from a second lender if Purchaser so requests, but it will entail further costs and an additional waiting period. It is a special risk for Purchaser.

32. It is also a special risk for Purchaser if Purchaser should fail to execute the Mortgage Addendum, in which case, his obligation to consummate the purchase transaction will NOT be contingent upon obtaining financing.

33. Purchaser should further note that the Purchase Agreement will provide that Purchaser's failure to provide information to the lender promptly upon request thereof, or to accept a commitment issued to Purchaser by lender on terms set forth in the Purchaser Agreement shall constitute a default by Purchaser under the Agreement, whereupon Sponsor shall have remedies as set forth therein.

34. The Purchase Agreement is contingent upon effectiveness of the Plan. If the Plan is abandoned, all Purchase Agreements will be deemed cancelled.

35. The Purchase Agreement does not contain and may not be modified to contain a provision waiving Purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Obligations Law (See Section DD in

Part II of the Offering Plan). Any conflict between the Offering Plan and the Purchase Agreement will be resolved in favor of the Plan.

36. The risk of loss from fire or other casualty to a Unit, common elements and limited common elements remains with Sponsor unless and until legal title to the Unit has been conveyed to Purchaser. Thereafter, it passes to the Unit Owner together with the limited common elements to which the Unit Owner has access and its proportional share of the common elements.

37. It should be noted that insurance for the condominium covers the Unit but the Purchaser is responsible for the contents of the Unit (i.e., Purchaser's personal property).

38. It is a special risk if Purchaser enters into possession prior to closing, because, in such case, Purchaser assumes the risk of loss for property not covered by the insurance for the Unit. Therefore, for any Purchaser who enters into possession before closing, it is recommended that Purchaser obtain insurance for his/her/its personal property.

39. If an Interim Lease is entered pursuant to Section K, the risk that an Interim Lessee assumes is the risk of loss for the personal property not covered by the condominium insurance. Insurance proceeds are available to either Sponsor or the condominium for loss to the Unit and an Interim Lessee shall not assume such loss.

40. (a) In the event that loss or damages have resulted from fire or other casualty to the Unit(s), common elements and limited common elements prior to closing, the notification to the purchasers in contract will be given within ten (10) days after the occurrence of the casualty.

(b) Furthermore, Sponsor will notify the purchasers in contract within fourteen (14) days of such occurrence whether or not it will repair any damage resulting from a casualty prior to the closing of a Unit:

(i) If Sponsor elects to repair such damages, it will do so as promptly as possible and restore the Unit, common elements and limited common elements to substantially the same condition as prior to the casualty. In such a case, a purchaser will be required to make a good faith effort to extend the term of the commitment to enable the Sponsor to repair the damage, but in the event that an extension is not obtained, the purchaser will be offered a right of rescission.

(ii) If Sponsor elects not to repair such damages, it will notify Purchaser of its intention to terminate this Agreement and return to Purchaser all sums deposited hereunder (including advances made for upgrades, extras, or custom work, if any) within ten (10) days, and upon such return, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other arising out of this Agreement and the Plan.

(See Section AA, Subsection 18(g) in Part II of the Offering Plan.)

41. If the closing delays more than six (6) months due to Sponsor's inability to repair the damages, Purchaser may also rescind the contract and receive the refund of downpayment, in addition to any other right of rescission granted to Purchaser under the Plan.

42. (a) At the time of closing, Purchaser is required to sign a Power of Attorney to the Board of Managers of the Condominium appointing the members of the Board of Managers as Attorneys-In-Fact to carry out any of the provisions of the Offering Plan including acquisition, leasing, or sale of the Unit(s) by the Board of Managers pursuant to Declaration and By-laws of the Condominium and filing the amendments to the Declaration of Condominium. A form copy of Power of Attorney is included as Section CC in Part II of this Offering Plan.

(b) In the event that Purchaser fails to execute the Power of Attorney to the Board of Managers of the Condominium at closing, Purchaser shall be in default and Sponsor will be entitled to all the rights under the Purchase Agreement and this Offering Plan (13 NYCRR § 20.3(o) (14)) (See Section AA Subsections 8 and 15, in Part II of this Offering Plan).

43. At Sponsor's option Purchasers will be afforded either:

(a) Not fewer 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 promptly. The purchaser must either personally deliver a written notice of rescission to the sponsor or selling agent within the seven-day period or mail the notice of rescission to the sponsor or selling agent and have the mailing post-marked within the seven-day period; or

(b) Not fewer than three (3) business days to review the offering plan and all filed amendments prior to executing a purchase agreement.

(13 NYCRR§20.3(o) (15).)

44. (a) The Purchase Agreement may not be assigned without prior written consent of Sponsor.

(b) With regard to consent to any proposed assignment of the Purchase Agreement, Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law (13 NYCRR § 20.3(ae)(3)).

45. At or prior to closing, all liens affecting the Unit to be closed and its undivided common interest will be discharged or a partial release obtained and duly recorded as required by Section 339-R of the Condominium Act. Sponsor shall have the right to extend the closing for a period not to exceed six (6) months, calculated from the issuance of a Final Certificate of Occupancy, or a Temporary Certificate of Occupancy, if applicable, in order to obtain and be able to convey marketable title. If at the end of such six (6) months period, Sponsor is still unable to

satisfy aforementioned condition, Purchaser shall be entitled to terminate the Purchase Agreement upon ten (10) days' written notice. Furthermore, Purchaser shall be entitled to a return of all down payments and interest, if any, thereon plus the reasonable cost incurred for any title searches or survey. The foregoing shall not limit or affect any other rights of rescission provided to the Purchaser in this Plan or under law.

46. Prospective purchasers are advised that except as provided in Section AA, Purchase Agreement in Part II of the Offering Plan, the purchasers will not be charged any interest or penalty for failure to close on the closing date set by sponsor.

SECTION M

ASSIGNMENT OF PURCHASE AGREEMENTS

1. Purchaser shall not have the right to assign this Agreement without prior written consent of Sponsor/Seller and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Sponsor/Seller.

2. With regard to consent to any proposed assignment of purchase agreement, Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law (13 NYCRR § 20.3(ae)(3).)

3. In the event that Sponsor grants consent to the assignment of purchase agreement, Sponsor shall base its decision mainly on the creditworthiness and net worth of the assignee purchaser. Such decision will be objective and nondiscriminatory.

SECTION N

EFFECTIVE DATE

Sponsor's offer to sell Unit(s) hereunder is contingent upon the Plan being declared effective in accordance with relevant conditions and time periods. All Purchase Agreements are contingent upon such effectiveness. In declaring the Plan effective, the following will govern:

1. The Plan will be declared effective by personal service of notice on every Purchaser or by commencement of service by mail in the manner as required by 13 NYCRR§ 20.1(d). Closing of title to Unit(s) will not occur before the Plan has been declared effective and the effectiveness amendment has been accepted by Attorney General's Office for filing. 13 NYCRR§ 20.3(q)(1)

2. (a) The Plan may not be declared effective until Purchase Agreements executed by bona fide Purchasers have been accepted by Sponsor for not less than fifteen percent (15%) of the Unit(s), or two (2) Unit(s) (However, only Residential Unit(s) will be counted towards effectiveness, though the term of Unit may include Commercial Unit(s), Community Facility Unit(s), and Parking Unit(s), if any), offered under the Plan, as same may be amended. The following Purchase Agreements shall not be counted toward effectiveness:

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

(ii) Purchaser Agreements of which Purchasers were not afforded no fewer than seven (7) days to rescind after delivering an executed Purchase Agreement together with the required deposit; or

(iii) Purchaser Agreements of which Purchasers were not afforded no fewer than three (3) business days to review the Offering Plan prior to executing a Purchase Agreement (See also Section L Subsection 43 in Part I of the Offering Plan). (13 NYCRR§ 20.3(o)(15)

(iv) Purchase Agreements with any purchaser who is Sponsor, the selling agent, or the managing agent or is a principal of Sponsor, the selling agent, or the managing agent or relating to any principal of Sponsor or the selling agent or managing agent by blood, marriage, or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a Purchaser other than Sponsor or a principal of Sponsor may be included if Sponsor has submitted proof satisfactory to the Department of Law establishing that the purchaser is bona fide.

(b) After acceptance of such Agreements, the Plan may be declared effective by Sponsor.

(c) Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, sponsor will re-declare the plan effective if all purchase agreements are either rescinded or terminated prior to the date of first unit closing, regardless of whether the condominium declaration has been recorded.

3. The Plan must be declared effective when Purchase Agreements are accepted for the sale of eighty percent (80%) of the Unit(s), or seven (7) Unit(s), offered under the Plan.

4. The Plan may be abandoned by Sponsor, at its sole and unrestricted option, at any time before it is declared effective or before eighty percent (80%) of the Units, or seven (7) Units, have been purchased. In the event Sponsor has decided to abandon the Plan after it has accepted Purchase Agreements, Sponsor shall promptly submit an amendment to the Office of the Attorney General along with Form RS-3 as promulgated by the Office of the Attorney General. If any payments have been received by Sponsor under the Purchase Agreements, such payments shall be returned in the form of checks in full amount with any interest earned thereon within five (5) days after the amendment abandoning the Plan has been accepted for filing by the Office of the Attorney General.

5. (a) The Plan may not be abandoned once it has been declared effective, except as follows:

(i) If there is a defect in title which cannot be cured without litigation or cannot be cured for less than one-half (½) of one percent (1%) of the total amount of the offering; or

(ii) Substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than one-half (½) of one percent (1%) of the total amount of the offering; or

(iii) The taking of any material portion of the property by condemnation or eminent domain.

(b) Any stated dollar amount relied upon as a basis for abandonment after effectiveness must exclude any attorney's fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to Sponsor or are a matter of public record.

6. Sponsor agrees that copies of all Purchase Agreements (and any amendments or modifications) will be delivered to the Department of Law within five (5) business days of a request for inspection by the Department of Law.

SECTION O TERMS OF SALE

The terms "Closing of Title" is intended to signify the passage of title to a particular Unit from Sponsor to Purchaser. The Sponsor agrees, prior to closing, to comply with the following:

1. A temporary or final Certificate of Occupancy and all necessary permits will be obtained for the Condominium Building in which the Unit is located. The Sponsor declares that all Unit(s) will be constructed in accordance with the plans and specifications identified in this Plan. A closing will take place only concurrently with the issuance of a temporary or final Certificate of Occupancy for the entire project or, issuance of a partial, temporary or final Certificate of Occupancy for the Unit closed or the building in which the Unit is located. All purchasers shall close once a Temporary Certificate of Occupancy is issued.

2. The Sponsor will not provide any mortgage financing for the purchase of a Unit.

3. (a) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a Final Certificate of Occupancy (Hereinafter the "FCO") covering the entire building, but with only a Temporary Certificate of Occupancy (Hereinafter the "TCO"), and sometimes with several successive Temporary Certificates of Occupancy. Certificates of Occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings (Hereinafter the "DOB"). A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspection have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult to buy insurance, refinance, or sell Unit(s). In New York City, it is common for sponsors to commence unit closings when some or all Unit(s) are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW CERTIFICATE OF OCCUPANCY IS ISSUED. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

(b) Buyers are advised to visit the DOB website for further recommendations

when purchasing a unit in a building that does not have an FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at https://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page

4. The Declaration, By-Laws, and floor plans will be recorded and filed with the Office of the City Register of the City of New York in accordance with the New York Condominium Act or other applicable law.

5. At or prior to closing, all liens affecting the Unit to be closed and its undivided common interest will be discharged or a partial release obtained and duly recorded as required by Section 339-R of the Condominium Act. Sponsor shall have the right to extend the closing for a period not to exceed six (6) months, calculated from the issuance of a Temporary Certificate of Occupancy, if applicable, in order to obtain and be able to convey marketable title. If at the end of such six (6) months period, Sponsor is still unable to satisfy aforementioned condition, Purchaser shall be entitled to terminate the Purchase Agreement upon ten (10) days' written notice. Furthermore, Purchaser shall be entitled to a return of all down payments and interest, if any, thereon plus the reasonable cost incurred for any title searches or survey. The foregoing shall not limit or affect any other rights of rescission provided to the Purchaser in this Plan or under law.

6. The Purchaser will be given written notice of the closing at least thirty (30) days prior thereto, and given an opportunity to inspect the Unit and other property subject to the Declaration.

7. The Purchaser will receive a Bargain and Sale Deed with covenant against grantor's acts in proper form for recording (See Section DD in Part II of the Offering Plan).

8. Sponsor will file an amendment to this Plan to disclose that it has been declared effective. No closing may be held until the effectiveness amendment has been accepted by Attorney General for filing.

9. All personal property located within the Unit on the date the Purchase Agreement is signed or located within the common elements on the date the Declaration is filed, that is owned by Sponsor or the owner of the property, is included in the conveyance unless specifically excepted in the Offering Plan. Sponsor will assign to the Unit Owner any manufacturers' warranties (to the extent assignable) with respect to all equipment, appliances or furnishings installed in the Unit.

10. Sponsor will assign to the Board of Managers any warranties (to the extent assignable) with respect to all equipment and appliances or furnishings installed in the common elements.

11. The Purchaser shall execute an instrument in the form set forth as Section CC, designating the Board of Mangers as his Attorneys-In-Fact, coupled with an interest, for the sole purpose of managing, selling mortgaging, leasing, voting or otherwise dealing

with any Unit(s) acquired by the Board of Managers in accordance with any of the provisions of the By-Laws.

12. (a) Title to each Unit and its appurtenant interest in the common elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions subject to the following:

(i) Sewer, water, drainage, electricity, plumbing, heating, gas, telephone and other utility easements and consents, if any, granted or to be granted thereafter, including the right to maintain and operate lines, wires, cables, pipes, conduits, poles, and distribution boxes in, over, under and upon the Condominium.

(ii) All easements set forth in the By-Laws and Declaration as they are subsequently recorded and in the Plan and Purchase Agreement including:

(I) Easements in favor of the other Unit Owners to use the pipes, wires, conduits and public utility lines located in the common elements or in the Unit itself servicing each other Unit(s) and easements of necessity in favor of the other Unit(s) or the common elements;

(II) Easements in favor of the Board of Managers, its agents, contractors and employees to have a right of access to the Unit(s) and to the common elements to inspect, maintain or repair or to make repairs to the Unit to prevent damage to the common element or any other Unit(s);

(III) Easements in favor of those Unit(s) having restricted use to portions of the common elements;

(IV) Easements for the continuance of encroachments on the Unit and on the common elements by other Unit(s) or portions of the common elements, now existing or hereafter occurring by reason of the settling or shifting of the Unit(s), or by reason of the repair and/or restoration by the Board of Managers of the Unit(s) or the other Unit(s) or the common elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the common elements made by the Board of Managers, so that any such encroachment may remain as long as the Unit(s) stand;

(iii) The standard printed exceptions in the title policy of the company insuring title.

(iv) Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or policy powers over the premises.

(v) Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to use, and issuance of a Final Certificate of Occupancy of the Building in which the Unit is located, subdivision or

improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof, provided that to the extent any such laws should have a material impact on the quiet enjoyment and use of the premises as contemplated under the Offering Plan, said laws shall be disclosed in the Offering Plan or in an amendment to the Offering Plan.

(vi) Judgments against the insured or estates, interests, defects, objections, liens, or encumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.

(vii) Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps, or any other structure unless the title policy specifically provides that such titles, rights or easements are insured.

(viii) Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

(ix) The Purchaser has been served with a written notice of closing date thirty (30) days in advance and opportunity to inspect the Unit and other property subject to the Declaration.

(x) Rights of Tenants, if expressly provided for in the Purchase Agreement.

(xi) Sponsor assigns any manufacturers' warranties with respect to equipment installed in the unit to the Unit Owner and assigns any warranties with respect to equipment installed in common elements to the Board of Managers and such facts do not conflict with the representations made in the Offering Plan concerning the Unit(s) and Condominium.

(xii) Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalks, elevators, fences, fire escapes, cornices, foundations, footings, and similar projections, if any, on, over, or under the streets or sidewalks abutting the property and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the property and retaining walls and the like, if any.

(xiii) The lien of any unpaid common charges, real estate tax, water charge or sewer rent, provided that, at the closing of title, the amount thereof plus interest and penalties thereon, if any, shall be deducted from the Purchase Price and allowed as a credit to the Purchaser or, at Sponsor's election, shall be paid by Purchaser from the contract deposit without deduction from the balance of the Purchase Price due to Sponsor; provided further that the title company of Purchaser's own choice will insure against collection of the same out of the Unit.

(xiv) Any other declaration or other instrument affecting the property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning, resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority.

(xv) Any other encumbrance against the property other than mortgage or other lien for the payment of money, which does not prevent the use of the Unit or the Condominium or any part thereof for its prescribed purposes or render title unmarketable.

(xvi) State of facts shown in the survey of the land as existent and any additional state of facts which a subsequent survey or personal inspection thereof would show, provided such facts would not prevent the use of the Unit or the Condominium or any part thereof for its purposes or render title unmarketable.

(xvii) (I) This Condominium Building shall be subject to the Housing Merchant Implied Warranty under Article 36-B of the General Business Law of the State of New York. Under the relevant provisions, a housing merchant implied warranty shall mean that: (i) one (1) year from and after the warranty date (which is defined as the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home, in this case, the Unit, as a residence, whichever first occurs) the Unit will be free from defects due to a failure to have been constructed in a skillful manner; (ii) two (2) years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the Unit will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and (iii) six (6) years from and after the warranty date the Unit will be free from material defects.

(II) The Sponsor will assign to the Purchaser upon closing of title to his Unit and the Board of Managers upon the recording of the Declaration as applicable, warranties, if any, or manufacturers and subcontractors warranties relating to heating, electrical work, plumbing and appliances, as well as bonds relating to the Purchaser's unit of the common elements respectively, if any. Sponsor undertakes to do the above only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent such warranties and bonds are assignable. Subsequent to the conveyance of title to a Unit, Sponsor shall not be responsible for paint touch-ups to a Unit, dented porcelain or formica chips. Sponsor has no obligation to make any repair to the Unit(s) or the common elements except as expressly set forth in a survival agreement or a Final Inspection Statement and Punchlist entered between the parties at closing (See Section AA, Subsection 18 in Part II of the Offering Plan).

(III) Notwithstanding any warranty transferred to the Condominium or unit owners, the Sponsor/Seller remains liable to perform the construction of the premises in accordance with the Plan and applicable law. Therefore, if there are any patent or latent defects in the construction of the Condominium Unit and the Common Elements or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship substantially at variance with the plans

and specifications, Sponsor/Seller will cure such defects as promptly as possible, provided that it is notified of them in writing by certified mail within one (1) year from the date of the closing of title to the Unit in which the alleged defect exists, or in the case that such defect exists in the Common Elements, the date of substantial completion of such Common Elements, whichever later occurs, unless there is a latent defect due to faulty construction by Sponsor that could not be discovered within such timeframe.

(b) Pursuant to 13 NYCRR§20.3(r)(8), if existing mortgages will not be satisfied at or prior to the closing of the first unit, at the time of conveyance of the first unit, each mortgagee will either: (i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium Unit(s); or (ii) subordinate the lien of its mortgage to the declaration of condominium; or (iii) release its lien on the condominium unit being conveyed.

(c) If requested by the purchaser, Liberty Land Abstract, Inc. with an address at 42-40 Bell Boulevard, Suite 103, Bayside, NY 11361, an authorized agent for Chicago Title Insurance Company, a title insurance company licensed to do business in New York State, will agree at the rates set by the New York Board of Title Underwriters and generally charged by title companies for such Condominium insurance as set forth in Section P Part I of the Plan, to insure (i) that Purchaser has insurable fee title in the Unit, free and clear of all liens and encumbrances except those set forth in Subsection 12(a)(i) through (xv) of this section, subject to the provisions of the Declaration and By-Laws and any mortgage executed by Purchaser; (ii) with respect to the easements, covenants and agreement affecting title to the Unit, the title company will affirmatively insure that none of same affect the use and maintenance of the premises as a condominium; and (iii) that the Condominium was validly formed pursuant to Article 9-B of the Real Property Law. Purchasers are free to use a title insurance company of their choice without incurring a penalty and Sponsor will be obligated to convey the title to each unit and appurtenant common elements free and clear of all liens, encumbrances and title exceptions.

(d) The Sponsor has been advised by its counsel, Lawrence Yang, Esq./Lawrence Lixin Yang, P.C. at 136-20 38th Avenue, Suite 3A-1, Flushing, NY 11354 that in its counsel's opinion, none of the exceptions to title herein above set forth are contrary to the terms of the Purchase Agreement nor do they interfere with the quiet use or enjoyment of Purchaser's Unit. Sponsor represents and warrants that none of the exceptions listed above render title unmarketable.

THE UNDERLYING DOCUMENTS CONCERNING THE EXCEPTIONS NOTED ABOVE WILL BE AVAILABLE TO A PURCHASER'S ATTORNEY FOR INSPECTION AT THE OFFICE OF THE SPONSOR.

13. (a) The risk of loss from fire or other casualty to the Unit(s), common elements and limited common elements remains with Sponsor unless and until legal title to the Unit has been conveyed to Purchaser. Thereafter, it passes to the Unit Owner together with the limited common elements. It should be noted that insurance for the condominium covers the Unit but the Purchaser is responsible for the contents of the Unit (i.e., the Purchaser's personal property). In the case of an interim lessee, the risk of loss is

upon such lessee for the losses (i.e., Purchaser's personal property) not covered by the condominium's (or the Sponsor's, if the casualty occurs before the first closing) insurance.

(b) It is a special risk if Purchaser enters into possession prior to closing, because, in such case, Purchaser assumes the risk of loss for property not covered by the insurance for the Unit. Therefore, for any Purchaser who enters into possession before closing, it is recommended that Purchaser obtain insurance for his/her/its personal property.

(c) (i) In the event that loss or damages have resulted from fire or other casualty to the Unit(s), common elements and limited common elements prior to closing, the notification to the purchasers in contract will be given within ten (10) days after the occurrence of the casualty.

(ii) Furthermore, Sponsor will notify the purchasers in contract within fourteen (14) days of such occurrence whether or not it will repair any damage resulting from a casualty prior to the closing of a unit:

(I) If Sponsor elects to repair such damages, it will do so as promptly as possible and restore the unit, common elements and limited common elements to substantially the same condition as prior to the casualty. In such a case, a purchaser will be required to make a good faith effort to extend the term of the commitment to enable the Sponsor to repair the damage but in the event that an extension is not obtained, the purchaser will be offered a right of rescission.

(II) If Sponsor elects not to repair such damages, it will notify Purchaser of its intention to terminate this Agreement and return to Purchaser all sums deposited hereunder (including advances made for upgrades, extras, or custom work, if any) within ten (10) days, and upon such return, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other arising out of this Agreement and the Plan.

(See also Section L, Subsection 38 in Part I of the Offering Plan.)

(d) In the event the closing delays more than six (6) months due to Sponsor's inability to repair the damages, Purchaser may also rescind the contract and receive the refund of downpayment, in addition to any other right of rescission granted to Purchaser under the Plan.

SECTION P

UNIT CLOSING COSTS AND ADJUSTMENTS

The Purchaser will be required to pay for the following at closing:

1. (a) Mortgage Costs. Purchaser will pay costs for obtaining mortgage financing of his/her/its Unit, including, but not limited to application costs, points, bank attorney fees, credit check and appraisal fee. Fee for recording mortgage is $107.00 for the 1st two pages and $5.00 for each additional page according to current information available. The mortgage recording fee varies depending upon the number of pages contained in the mortgage prepared by purchaser's lender.

(b) Fee Title Insurance Charges. The current schedule of rates set by the New York Board of Title Underwriters and generally charged by title companies (which purchasers are free to use of their choosing without incurring a penalty) for such Condominium insurance are as follows: a base rate of $382.00 on the first $35,000.00 of fee insurance; $6.34 for each additional $1,000.00 between $35,001.00 and $50,000.00; $5.16 for each additional $1,000.00 between $50,001.00 and $100,000.00; $4.14 for each additional $1,000.00 between $100,001.00 and $500,000.00; $3.78 for each additional $1,000.00 between $500,001.00 to $1,000,000.00; and $3.48 for each additional $1,000.00 between $1,000,001.00 to $5,000,000.00. There will be additional premiums if Purchaser obtains mortgage insurance as well as fee insurance. The present premium for the mortgage title insurance is calculated at the following rates: $327.00 on the first $35,000.00 of the mortgage amount; $5.27 for each additional $1,000.00 between $35,001.00 and $50,000.00; $4.31 for each additional $1,000.00 between $50,001.00 and $100,000.00; $3.46 for each additional $1,000.00 between $100,001.00 and $500,000.00; $3.14 for each additional $1,000.00 between $500,001.00 and $1,000,000.00; and $2.90 for each additional $1,000.00 between $1,000,001.00 to $5,000,000.00. If a Purchaser obtains the fee title insurance and mortgage title insurance simultaneously the premium for mortgage insurance will be reduced to thirty percent (30%). These rates only apply to the initial Purchaser of each Condominium Unit. Rates for subsequent Purchasers will be higher. For example, the fee title insurance charge for a Unit No. 2A with a purchase price of $465,000.00 will be around $2,246.20. If the purchaser obtains a mortgage equal to approximately eighty percent (80%) of the purchase price ($372,000.00) in the same transaction, the Purchaser must pay $468.80 as additional premium for mortgage title insurance.

2. Fee collected by the City Register for recording the deed is $187.00 and the Power of Attorney is $42.00. Title Company may collect additional $25.00 to $75.00 for their service charge. In addition, $125.00 for the Residential Unit(s) for the New York State Real Property Transfer Report filing fee will be collected by the City Register.

3. (a) (i) New York State Real Estate Transfer Tax (the base tax) is currently $2.00 per $500.00, or a fraction thereof, of the consideration, or the purchase price herein.

(ii) The State of New York Department of Taxation and Finance has taken the position that when a Purchaser assumes the obligation to pay the New York State Real Estate Transfer Tax pursuant to a contract between the Sponsor and Purchaser, the amount of such tax shall be excluded from the calculation of consideration subject to tax. (See The New York State Tax Law Section 1404(a)(the "Amended Tax Law"))

(iii) Effective as of July 1, 2019, for real properties located in New York City, an additional base tax of $1.25 per $500.00 applies to the conveyance of residential real property where the consideration for the entire conveyance is $3 million or more, and the conveyance of real property other than residential real property where the consideration for the entire conveyance is $2 million or more.

(iv) The payment of real estate transfer taxes is the legal obligation of the Sponsor (13 NYCRR § 20.3(s)(1)); however, by contractual arrangement it will be paid by Purchaser. For example, if the purchase price is $465,000.00, New York State Real Estate Transfer Tax will approximately be $1,860.00.

(v) There is additional transfer tax (commonly known as mansion tax) imposed on the conveyance of residential real property where the consideration for the entire conveyance is $1 million or more. Effective as of July 1, 2019, a supplemental tax(supplemental mansion tax) is imposed on the conveyance of residential real property located in New York City where the consideration for the conveyance is $2 million or more. The rate of the supplemental tax ranges from 0.25% to 2.9% of the consideration, depending on the amount of the consideration for the entire conveyance.

(vi) The payment of mansion tax and supplemental tax is the legal obligation of the Purchaser.

(b) (i) New York City Real Property Transfer Tax rates are as follows:

Residential Unit(s):	$500,000.00 or less	1%
	$500,001.00 and more	1.425%

(ii) Again, the payment of real estate transfer taxes is the legal obligation of the Sponsor (see Id.); however, by contractual arrangement it will be paid by Purchaser. For example, the New York City Real Property Transfer Tax for the purchase price of $465,000.00 will approximately be $4,650.00.

(iii) The City of New York Department of Finance has taken the position that when a Purchaser assumes the obligation to pay the New York City Real Property Transfer Tax, the amount of such tax will be included in the calculation of consideration subject to tax.

(c) Mortgage Recording Tax for the Residential Unit(s) currently is 2.05% for a mortgage in the amount of less than $500,000.00, and 2.175% for a mortgage in the amount of $500,000.00 or more. For example, mortgage recording tax for a mortgage in

the amount of $372,000.00 will approximately be $7,626.00. However, most of the lenders offering a residential 1st mortgage will pay 0.25% of mortgage tax.

4. Proration of real estate taxes, and common charges assessed during the month in which title clears, as of the closing date, is based upon the latest bill for such taxes or charges.

5. (a) Mortgage Tax Credit. Section 339-ee (2) of the New York Real Property Law provides as follows:

"In the event the proceeds of a construction mortgage were applied to construction of a unit of a condominium submitted to the provisions of this article, or in the event that a unit submitted to the provisions of this act was subject to a blanket mortgage whose proceeds were applied exclusively to payment of the construction mortgage or to capital expenditures or expenses for the development or operation of the condominium, or to purchase of land or buildings for the condominium provided that such purchase was no more than two years prior to the recording of the declaration of condominium, and a mortgage recording tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage recording taxes . . . that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the purchaser's pro rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage."

(b) The Condominium is currently NOT subject to a construction mortgage. Therefore, Subsection 5(a) is inapplicable herein.

6. (a) Purchasers shall be required to contribute one (1) month's common charges as a contribution to working capital. This contribution shall not be credited against regular assessments.

7. Purchaser shall be liable for all costs incurred in obtaining mortgage financing of his Unit.

8. (a) Pursuant to 13 NYCRR § 20.3(s) (5), if Unit(s) have not been separately assessed for real estate tax purposes prior to the closing of title to the first Unit, Sponsor will place in a special escrow account with its attorneys or a proper third party, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six (6) month period following the first closing. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and Sponsor, as the funder of the escrow account, will be entitled to reimbursement from unit owners to the extent of actual assessment.

(b) The amount of the real estate tax escrow will be disclosed in the first post-closing amendment.

(c) No adjustments are expected to occur between the Sponsor and the condominium board.

9. The following closing fees will be charged by the attorney for Sponsor/Seller in connection with the closing of title to the Unit(s):

(a) Attorney Fee. A closing fee in the amount of $1,500.00 for a Residential Unit or $2,000.00 for a Commercial/Community Facility Unit will be charged by the attorney for Sponsor in connection with the closing of title to the Unit(s).

(b) Assignment/Amendment Fee. A legal fee in the amount of $350.00 for each assignment of, and/or amendment to, the Purchase Agreement required by the Purchaser.

(c) Attendance Fee. The closing is to be held at the office of Sponsor/Seller's Attorney. There will be an additional $350.00 attendance fee if Purchaser desires to have the closing at a location other than the office of Sponsor's attorney.

(d) Assistance Fee for Mortgage Application. If the Purchaser's obligations under this Agreement are contingent upon obtaining a mortgage pursuant to Paragraph 13(b) of the Purchase Agreement and Purchaser requires Sponsor/Seller's attorney to provide assistance in obtaining such mortgage, Purchaser is willing to pay an additional amount of $350.00 to Sponsor/Seller's attorney as legal fee.

(e) Termination Fee. In the event that the Purchaser desires to terminate or otherwise cancel the Purchase Agreement that is fully executed and in full force and effect, the Purchaser agrees to pay fifty percent (50%) of the Sponsor/Seller's attorney fee (or $875.00 with assistance in obtaining purchase mortgage, or $750.00, without such assistance), as provided in this Section P, unless such termination or cancellation is due to the fact that Sponsor/Seller is in default and Purchaser is entitled to such termination or cancellation.

10. (a) The estimated total closing costs of Unit 2A, if the purchase price is $465,000.00 and the Purchaser obtains a mortgage equal to eight percent (80%) of the Purchase Price, will be as follows:

Title Insurance premium:

Fee	$ 2,246.20
Mortgage	$ 468.80

Recording Fee:

Deed	$ 187.00
Power of Attorney	$ 42.00

Recording service fee	$ 75.00
NYS Real Property Transfer Report Filling Fee	$ 125.00
NYS Deed Real Estate Transfer Tax	$ 1,860.00
NYC Real Property Transfer Tax	$ 4,650.00
Mortgage Tax	$ 7,626.00
Closing Fee for Sponsor's Attorney	$ 1,850.00
Contribution to Working Capital Fund	$ 449.94
Total:	$19,579.94

(b) The above estimate does not include Purchaser's mortgage costs and cost for recording mortgage, which vary depending upon the lending institution, and title search charges.

11. DOL FinCEN Disclosure

(a) The Geographic Targeting Order ("GTO") issued by the Financial Crimes Enforcement Network ("FinCEN") requires U.S. title insurance companies to identify and report to FinCEN the natural persons behind companies making "all cash" – i.e., non-financed – purchases of residential real property located in New York City and several other jurisdictions.

(b) Prospective purchasers are advised that FinCEN requires U.S. title insurance companies to report to FinCEN the personal identity of purchasers in residential real estate transactions in which:

(i) the purchaser is a legal entity as defined in the GTO;

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

(iii) the total purchase price is in the amount of $300,000.00 or more;

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

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

(c) The terms of this Order are effective beginning November 6, 2020 and ending on May 4, 2021.

SECTION Q

RIGHTS AND OBLIGATIONS OF THE SPONSOR

The rights and obligations of the Sponsor pursuant to this Plan shall be as follows:

1. (a) Sponsor is obligated to build and complete the Condominium in accordance with the building plans and specifications identified in this Plan. Sponsor has sufficient funds to complete the construction of the Condominium. Sponsor shall have the right to substitute equipment or materials and make modifications of layout or design; provided, however, that Sponsor may only substitute equipment or materials of Equal or Better Quality as defined herein (13 NYCRR §20.3 (t)(10)(i)).

(b) Sponsor may not change the size or location of the Condominium Building, Unit(s), other improvements or Common Elements if such changes affect the percentage of common interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change (13 NYCRR §20.3 (t)(10)(ii)).

2. (a) Sponsor and its Principals are required, prior to closing of the first Unit, to obtain a Temporary or Final Certificate of Occupancy for the Condominium Building. In the event Sponsor and its Principals close title to a Unit prior to obtaining a Final Certificate of Occupancy, Sponsor and its Principals are required to obtain a Final Certificate of Occupancy within two (2) years of closing title to the first Unit and, in no event, before expiration of an applicable Temporary Certificate of Occupancy, as same may be renewed, replaced, or extended. Purchasers are obligated to close, once a Temporary Certificate of Occupancy is issued.

(b) Pursuant to 13 NYCRR § 20.3 (t) (13), if the first closing takes place prior to the issuance of a Final Certificate of Occupancy for the property, Sponsor is required to maintain all deposits and funds in the special escrow account required by GBL Section 352-e (2-b) unless Sponsor's engineer, architect or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a Final Certificate of Occupancy, in which case the sum exceeding the amount so certified by Sponsor's engineer, architect or other qualified expert may be released from the special escrow account. Alternatively, 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. However, the use of any alternate security will be previously disclosed in an amendment to the Offering Plan. Additionally, the amount of any escrow retained for the issuance of a Final Certificate of Occupancy shall be disclosed in the post-closing amendment.

(c) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a Final Certificate of Occupancy (Hereinafter the "FCO") covering the entire building, but

with only a Temporary Certificate of Occupancy (Hereinafter the "TCO"), and sometimes with several successive Temporary Certificates of Occupancy. Certificates of Occupancy are generally governed by Section 301 of New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings (Hereinafter the "DOB"). A TCO is intended to indicate that the property is safe for occupancy, but that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult to buy insurance, refinance, or sell Unit(s). In New York City, it is common for sponsors to commence unit closings when some or all Unit(s) are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. Furthermore, because Sponsor and the By-Laws of the Condominium may permit unit owners to undertake renovations to individual Unit(s) prior to the procurement of an FCO, such renovation may cause additional delays in the issuance thereof. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW CERTIFICATE OF OCCUPANCY IS ISSUED. Unit owners and the Board of Managers shall be obligated to cooperate with a refrain from obstructing Sponsor in these undertakings.

3. Sponsor agrees to pay for all authorized and proper work involved in the construction, establishment and sale of the Condominium Unit(s), and the Condominium's property, and to cause all mechanics' liens with respect to such construction to be promptly discharged or bonded.

4. The Sponsor has an obligation to defend any suits or proceedings arising out of Sponsor's acts or omissions and to indemnify members of the Board of Managers and the unit owners pursuant to 13 NYCRR§ 20.3 (t)(2).

5. After delivery of deed to Purchaser, Sponsor shall be required to perform all obligations imposed under this Plan, Article 23-A of the General Business Law, 13 NYCRR Part 20 and all other applicable laws.

6. Following the issuance of a Final Certificate of Occupancy for the Building, Sponsor agrees to deliver a set of "as built" plans filed with the recording of the declaration of any amendment thereto and in addition will provide the Board with a full set of building plans filed with the local municipality together with any field changes made during the course of the construction.

7. The Sponsor did not obtain financing for construction of the Condominium Building (See also Subsection 1 above) (13 NYCRR § 20.3 (t)(9)).

8. The Sponsor shall be obligated to pay all common charges, special assessments and real estate taxes with respect to unsold Unit(s). In addition, to secure the Sponsor's financial obligations to pay such common charges, special assessments and real estate taxes with respect to unsold Unit(s), the Sponsor will establish an escrow account in the amount of $8,690.50 (which is the amount equal to approximately two (2) months of the first-year common charges) with the Escrow Agent, Lawrence Lixin Yang, P.C. after the closing of the first unit. The deposit of such funds will be disclosed in the initial post-closing amendment.

9. The Sponsor Agrees to procure fire and casualty insurance, as set forth in Section G, Schedule B in an amount equal to the insurance replacement value or in an amount sufficient to avoid co-insurance. Such insurance will provide that there will be no cancellation without notice to the Board of Managers and all Unit Owners.

10. Pursuant to Section 352-e (9) for the General Business Law, Sponsor agrees to keep copies of the Plan and Exhibits and documents referred to in the Plan on file at the office of Sponsor for six (6) years from the date of recording the Declaration for examination by any person who has purchased a Condominium interest offered by this Plan or otherwise participated in this offering.

11. The Sponsor will not voluntarily take any action which will prevent Sponsor from carrying out all of its obligations under the Plan. However, should Sponsor liquidate or dissolve prior to fulfillment of all obligations, Unit Owners shall be relegated to pursue any and all remedies under law, if any. In the event of the dissolution or liquidation of Sponsor or the transfer of two (2) or more Unit(s) or twenty percent (20%) or more of the total number of Unit(s) in the Condominium, whichever is less, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Unit(s) under the Offering Plan, applicable laws or regulations.

12. (a) (i) Given the fact that it is less than five (5) stories in height, this Condominium Building shall be subject to the Housing Merchant Implied Warranty under Article 36-B of the General Business Law of the State of New York. Under the relevant provisions, a housing merchant implied warranty shall mean that: (i) one (1) year from and after the warranty date (which is defined as the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home, in this case, the Unit, as a residence, whichever first occurs) the Unit will be free from defects due to a failure to have been constructed in a skillful manner; (ii) two (2) years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the Unit will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and (iii) six (6) years from and after the warranty date the Unit will be free from material defects.

(ii) The Housing Merchant Implied Warranty applies to the Common Elements as well as the Unit(s) and Limited Common Elements.

(iii) The Sponsor's obligation, regardless of any limitations in the warranties or in the Plan, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

(b) (i) The Sponsor will assign to the Purchaser upon the closing of title to his Unit and the Board of Managers upon the recording of the Declaration as applicable, warranties, if any, or manufacturers and subcontractors warranties relating to heating, electrical work, plumbing and appliances, as well as bonds relating to the Purchaser's unit of the common elements respectively, if any. Sponsor undertakes to do the above only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent such warranties and bonds are assignable. Subsequent to the conveyance of title to a Unit, Sponsor shall not be responsible for paint touch-ups to a Unit, dented porcelain or formica chips. Sponsor has no obligation to make any repair to the Unit(s) or the common elements except as expressly set forth in the survival agreement, or an Inspection Statement and Punchlist in the form as Exhibit B hereto annexed (See Section AA Purchase Agreement in Part II of the Offering Plan), entered between the parties at closing after the Purchaser's inspection of the Unit. Sponsor does not warrant materials or workmanship of each Unit or common elements except as stated in this paragraph.

(ii) Pursuant to Subsection 18 of the Purchase Agreement, Purchaser has the right to examine his/her/its Unit with a representative of the Sponsor/Seller during normal business hours prior to the Closing Date and will sign and deliver to Sponsor/Seller on or before the Closing Date a Final Inspection Statement and Punchlist as described in Subsection 12(b)(i) above, acknowledging the condition in which he/she/it has received his/her/its Unit and accept title.

(c) Notwithstanding any warranty transferred to the Condominium or unit owners, the Sponsor/Seller remains liable to perform the construction of the premises in accordance with the Plan and applicable law. Therefore, if there are any patent or latent defects in the construction of the Condominium Unit and the Common Elements or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship substantially at variance with the plans and specifications, Sponsor/Seller will cure such defects as promptly as possible, provided that it is notified of them in writing by certified mail within one (1) year from the date of the closing of title to the Unit in which the alleged defect exists, or in the case that such defect exists in the Common Elements, the date of substantial completion of such Common Elements, whichever later occurs, unless there is a latent defect due to faulty construction by Sponsor that could not be discovered within such timeframe.

13. The Sponsor will pay all expenses incurred prior to the establishment of the

Condominium in connection with establishment, and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium, whenever such costs or expenses are incurred, or in connection with the sale of all the Unit(s) held or owned by Sponsor (Except for costs specifically made payable by Purchaser under this Plan) and will pay all selling expenses including but not limited to, advertising and printing costs, architect fees and costs of filing this plan and amendments thereto.

14. Sponsor has sufficient funds to complete the construction of the Condominium. Before the closing of title to the first Unit, all liens and mortgages affecting the property shall be paid and satisfied on the Unit being conveyed and its appurtenant common interest shall be released therefrom by partial release (13 NYCRR § 20.3(t)(9)).

15. In accordance with Section 339-P of the Real Property Law, a registered architect or licensed professional engineer shall certify that the floor plans filed with the recording of the Declaration are a substantially accurate copy of portions of the plans of the building as filed with and approved by the municipality or other governmental subdivision having jurisdiction over the issuance of permits for the construction of the building.

16. (a) The Sponsor (its successors, assigns or designees) may offer all or any unsold Unit(s) for lease. Purchasers of any such leased Unit(s) will be purchasing Unit(s) that have been previously occupied. Sponsor will notify Purchasers of Unit(s) that have been previously occupied and will set forth the conditions in which such Unit will be delivered (including outstanding warranties, if any). There shall be no obligation of or any other offeror of such Unit to decorate, refurbish or in any way repair such Unit.

(b) With regard to the sale of the Unit(s) offered in Schedule A, Sponsor will endeavor in good faith to sell all of the units in a reasonably timely manner. However, the Sponsor is retaining the unconditional right to rent after the plan has been consummated. 13 NYCRR 20.3(t)(1).

(c) If Sponsor makes a bulk sale of all or some of its unsold Unit(s), the transferee-successor of Sponsor is bound by Sponsor's representation regarding its commitment to sell Unit(s).

17. (a) As a condition of sales of Unit(s) pursuant to this Plan, Sponsor reserves to itself, its successors, assigns, designers, invitees, contractors, agents, employees and tenants any and all easements and rights of access, in and to Unit(s) and common elements consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder. Such rights shall include the following, but not be limited thereto:

(i) The right to maintain general and sales and leasing office(s) and personnel on the premises, to post signs, and to conduct other activities connected with promotion, sales, leasing, such as inspection by and display of vacant or leased Unit(s), as well as the common elements, to prospective purchasers or lessees;

(ii) Right of access in and to Unit(s) and common elements for purposes of construction, repair, refurbishments correction, alterations, finishing, servicing (including, but not limited to garbage collection) and similar work; and Sponsor reserves the easements, licenses, rights and privileges of a right-of-way in, through, over under and across the common elements of the Condominium for the purpose of completing construction and sale of Unit(s) and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and right-of-way in, through, under, over, and across the common elements for installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. Sponsor also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads of other areas of the common elements. Finally, Sponsor reserves the right to continue to use the common elements, any facilities, sales offices, model Unit(s), signs, and parking spaces located on the common elements, in its efforts to market Unit(s) constructed in the Condominium. Sponsor will be obligated to repair any damage to the common property caused as a result of its use and the easements, licenses, rights and privileges of a right-of-way to repair the Condominium. With regard to Sponsor's right to access in and to Unit(s), except in case of emergencies, a seventy-two (72) hour prior notice shall be given to the Unit Owner, and Sponsor shall use its best effort not to interfere with the owner's use of his/her Unit. All works shall be performed during reasonable hours.

(iii) Right to alter any Unit or common elements subject to filed amended plan and/or specifications, consistent with this offering.

(b) Sponsor shall have the rights enumerated herein for so long as Sponsor owns at least one Unsold Unit or to the extent necessary to enable Sponsor to uphold its obligations under the offering plan and applicable law.

18 (a) In the event that loss or damages have resulted from fire or other casualty to the Unit(s), common elements and limited common elements prior to closing, Sponsor will notify a purchaser within fourteen (14) days of such occurrence whether or not it will repair any damage resulting from a casualty prior to the closing of a Unit:

(i) If Sponsor elects to repair such damages, it will do so as promptly as possible and restore the Unit, common elements and limited common elements to substantially the same condition as prior to the casualty. In such a case, a purchaser will be required to make a good faith effort to extend the term of the commitment to enable the Sponsor to repair the damage but in the event that an extension is not obtained, the purchaser will be offered a right of rescission.

(ii) If Sponsor elects not to repair such damages, it will notify Purchaser of its intention to terminate this Agreement and return to Purchaser all sums deposited hereunder (including advances made for upgrades, extras, or custom work, if any) within ten (10) days, and upon such return, this Agreement shall be null and void

and neither party shall have any further rights, obligations or liability to or against the other arising out of this Agreement and the Plan.

(iii) If the closing delays more than six (6) months due to Sponsor's inability to repair the damages, Purchaser may also rescind the contract and receive the refund of downpayment, in addition to any other right of rescission granted to Purchaser under the Plan.

Sponsor's obligations as set forth in this Section will survive delivery of any Unit Deed.

(b) Except as specifically set forth herein, no bond or other security has been furnished to secure performance of the above. All obligations pertaining to the common elements shall be enforceable only by the Board of Managers on behalf of the Unit Owners and not by the individual Unit Owners. However, nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of derivative actions against the Board of Managers. During the time the principals of the Sponsor control the Board, it is within their sole power to enforce the obligation of Sponsor pertaining to the common elements and, therefore, Sponsor agrees that during such period it will, in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

19. All representations under the offering plan, all obligations pursuant to the General Business Law, and such additional obligations under the offering plan which are to be performed subsequent to the closing date will survive delivery of the deed. 13 NYCRR 20.3(t)(3).

20. Disclaimers or limitations of liability on the part of the sponsor or its principals for failure to perform any obligation imposed by applicable statute or regulation may not be included. The plan may not include any financial limitation on sponsor's liability for failure to perform its obligations under the offering plan. 13 NYCRR 20.3(t)(4).

21. At or prior to the closing of the unit, sponsor must assign any manufacturer's warranties with respect to equipment and appliances installed in the unit to the unit owner and assign any warranties with respect to equipment and appliances installed in the common elements to the board of managers. 13 NYCRR 20.3(t)(15).

SECTION R CONTROL BY THE SPONSOR

1. The extent to which Sponsor may exercise voting control over the Board of Managers under this Plan, as it may be hereinafter amended from time to time, is as follows:

(a) During the Initial Sponsor Control Period, i.e., before the sale of the last Unit or two (2) years from the closing of title to the first Unit, whichever first occurs, Sponsor shall be entitled to designate all the members of the Board of Managers. Under this Plan, Sponsor has designated one (1) board member, who will be the only Manager sitting on the Board. If the Sponsor voluntarily gives up control before the Initial Sponsor Control Period ends, Sponsor shall be entitled to vote for Managers in accordance with the By-Laws; provided, however, that should Sponsor be unable to obtain equivalent representation in proportion to the number of Units owned by Sponsor through such electoral process, Sponsor shall be entitled to appoint one (1) Manager out of the three (3) Board of Managers (See Subsection 1(b) of this Section below) so long as it holds at least one of the Units for sale in the ordinary course of business.

(b) Within thirty (30) days after the Initial Sponsor Control Period, Sponsor will call a meeting to elect a new board of three (3) members. All Unit owners, including Sponsor, will vote in the same capacity for the new three (3) member board.

(c) If Sponsor owns a majority of the Units and/or common interest after the Initial Control Period, it will, as a Unit Owner, exercise any voting control it may have through its ownership of a majority of the Units and/or common interests, and thereby continue to control the board.

(d) While the Sponsor is in control of the Board of Managers, the Board may make additions, alterations, or improvements to the common elements costing in excess of $10,000.00 or enter into service or maintenance contracts the duration of which will extend more than a year after the Sponsor loses control of the Board of Managers, only with the approval of a majority of the unit owners, excluding the Sponsor, voting at duly held meeting of the unit owners.

(e) In addition, so long as Sponsor has any unsold Units remaining, no amendment to the By-Laws or the Declaration affecting the rights of Sponsor shall take place without the written consent of Sponsor.

(f) The By-Laws do not include a provision that, after an initial sponsor voting control period, a majority of the board of managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals. 13 NYCRR 20.3(u)(1).

2. In the event that Sponsor voluntarily gives up control of the Board of Managers before all units are sold, for a period ending not more than five years after the closing of the first unit or whenever the unsold units constitute less than twenty-five percent(25%)

of the common interest, whichever is sooner, the Board of Managers may not, without Sponsor's prior written consent: (i) make any addition, alteration or improvements to the common elements costing cumulatively more than $10,000.00, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any common charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire an employee in addition to the employees referred to in the Plan of Condominium ownership, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date said Plan is declared effective, or (v) borrow money in excess of $10,000.00 on behalf of the Condominium, or (vi) take any action which impairs Sponsor's sales program or continued use of the Condominium property in connection with such program, or (vii) increase or reduce the services of maintenance set forth in Schedule B. No provision stated herein can allow Sponsor to act in violation of Subsections 3 and 4 below.

3. Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required:

(a) To comply with applicable laws or regulations; or

(b) To remedy any notice of violation; or

(c) To remedy any work order by an insurer; or

(d) For any matter affecting the health and/or safety of the occupants of the building.

4. Sponsor may exercise veto power over expenses other than those described in Subsection 3 above, for a period ending not more than five (5) years after the closing of first Unit or whenever the unsold Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner.

5. The Board has a fiduciary duty to act in the best interest of the Condominium, even during the Initial Sponsor Control Period.

SECTION S BOARD OF MANAGERS

It is the function of the Board of Managers to administer the affairs of the Condominium and supervise the operation of the Condominium property. The following is a summary of the important sections of the Declaration and By-Laws with respect to the Board of Managers.

1. (a) The number of Managers which shall constitute the initial Board shall be one (1) until succeeded by Managers elected at the first annual meeting of Unit Owners. The original Board of Managers need not be Unit Owners (or officers, directors or partners of Unit Owners). The first Board of Managers of the Condominium will be Li Zhu, who is the principal of the Sponsor. Li Zhu will be the President of the Board of Managers.

(b) Within thirty (30) days after the Initial Sponsor Control Period (i.e., the time of closing of title to the last unit or two (2) years from the closing of title to the first unit, whichever first occurs), Sponsor will immediately give up control over the Board of Managers, and a meeting will be held for such purpose. Sponsor shall call the first annual Unit Owners' meeting. At such meeting, a new Board of Managers of three (3) members shall be elected by the Unit Owners. The former member(s) of the Board shall thereupon resign. Thereafter, annual meetings shall be held on the anniversary of such date in each succeeding year; except that if such date is a Saturday, Sunday or legal holiday the annual meeting shall be held on the next succeeding business day. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article III of the By-Laws.

(c) The Managers shall be elected annually at the annual meeting of Unit Owners by a majority vote, cumulative voting being prohibited. The Managers shall hold office until their successors have been elected.

(d) Notwithstanding the foregoing, after the Initial Sponsor Control Period, the board will consist of three (3) members and Sponsor will be entitled to designate one of the three (3) members for so long as Sponsor continues to own at least one (1) Unit. Therefore, Unit Owners will be entitled to vote for two (2) members of the board for so long as Sponsor continues to own at least one (1) Unit. Members of the Board of Managers designated by Sponsor need not be Unit Owners or officers, directors, stockholders or partners of Unit Owners.

(e) Any member of the Board may be removed from office with or without cause by the vote or agreement in writing of a majority of all Unit Owners. A special meeting of the Unit Owners to remove a member or members of the Board shall be called by the President as directed by a majority of the Unit Owners or the Board. The notice of such special meeting shall state the purpose of the meetings. A majority of the remaining Managers shall elect a successor who shall hold office for the unexpired term of the removed Managers, except that the Sponsor shall have the right to replace any Manager elected or appointed by Sponsor.

(f) The rights granted to Sponsor under Article III of the By-Laws and as outlined in this Section, shall not be exercised in such a manner as to give Sponsor the right to control the Board of Managers after Sponsor calls the first annual Unit Owners meeting as provided for in Subsection 1(b) above and Sponsor shall agree not to cast votes to control the Board of Managers.

2. (a) Written notice of the annual meeting of the Unit Owners shall be personally served upon or mailed to each member entitled to vote at such address as appears on the books of the Condominium, at least fourteen (14) but no more than thirty (30) days prior to the meeting. The post office receipt of mailing shall be proof of such mailing.

(b) Written notice of a special meeting of the Unit Owners stating the time, place and object thereof shall be served upon or mailed to each member entitled to vote thereon at such address as appears on the books of the Condominium at least fourteen (14) but no more than thirty (30) days before such meetings. Notice of meetings at which disposition of Condominium property will be voted upon must also be given record mortgagees.

(c) The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Board shall retain these minutes for a period of not less than seven (7) years.

(d) All Unit Owners will receive annually, within three (3) months of the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and a profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the Unit Owner and notice of the holding of the annual Unit Owners meeting. All Unit Owners shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board, but not more than once a month.

(e) All Units which are acquired by the Board of Managers, or its designees, subject to the Board's right of first refusal, shall be held by it on behalf of all Unit Owners. The Unit Owners shall hold their respective interests in the Unit in proportion to their percentage of common interest and the votes appurtenant to such Units shall be cast by the Board of Managers or its designee at all meetings of the Unit Owners, except that the Board will not vote in any election of members of the Board.

3. As stated above, the first Board of Managers of the Condominium will be Li Zhu. Sponsor retains the right to substitute other persons in place of the above-named individuals until the resignation of the first Board of Managers, as set forth below.

4. As stated in the By-Laws, no member of the Board of officers shall receive any compensation or fee for their services as a Manager or Officer.

5. The Board may remove any officer or management agent of the Condominium at

its discretion or should said manager or management agent be appointed by contract then such removal shall be dependent upon the terms of the governing contract, except the contract cannot prevent the Board from removing members for cause. 13 NYCRR 20.3(v)(5).

6. The member 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, bad faith or gross negligence. It is intended that the members of the Board of Managers shall have no personal liability to others arising out of the contracts made by the Board of Managers on behalf of the Condominium. 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 the 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 By-Laws.

7. Each Unit Owner shall be entitled to cast one vote on each Ballot for each 0.01% of common interest he/she/it owns. The three (3) nominees receiving the highest number of votes on each of their ballot shall constitute the duly elected Board of Managers, provided, however, Sponsor will be entitled to designate one of the three (3) members for so long as Sponsor continues to own at least one (1) Unit.

8. (a) The Declaration may be amended at any regular or special meeting of the Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of at least two-thirds (⅔) in number and in common interest of all Unit Owners, except where otherwise specified. Minor corrective amendments may be approved by the Board or the Sponsor. Each amendment shall be effective upon the recording in the Office of the City Register of the City of New York of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgement by one or more officers of Sponsor or one or more members of the Board. No amendments shall be passed which shall impair or prejudice the right or priorities of any mortgagee without the prior written consent of such mortgagee which consent shall not be unreasonably withheld. No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of Sponsor. No amendment which affects the percentage of common interest appurtenant to any Unit shall be passed without the consent of all affected Unit Owners.

(b) Except where a greater percentage is required under the Declaration or the Condominium Act, the By-Laws may be amended by the affirmative vote of at least two-thirds (⅔) of the Unit Owners at a meeting duly called; provided, however, that no amendments to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

(c) No amendment to the Declaration, the By-Laws or this Plan shall, in any manner, change the rights and privileges of Sponsor without the written approval of the appropriate party. However, this provision applies only where Sponsor continues to hold any unsold units.

9. The By-Laws of the Condominium do not require 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 Sponsor and its principals. This means that Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this Plan. Owner-occupants and non-residents owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

10. If there are non-sponsor members of the board, and there is a vote on whether to sue the sponsor, the sponsor's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). See also Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2nd Dept. 1993), McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

11. (a) The principal officers of the Condominium shall be President, who shall be a Manager, Vice President, Treasurer and Secretary, all of whom shall be elected annually by the Board. The Board may appoint an Assistant Secretary, an Assistant Treasurer or such other officers as the Board determines is necessary to efficiently administer the affairs of the Condominium.

(b) All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the entire Board except the managers representing Sponsor (except further that the Board may not be prohibited from removing members for cause, even he/she is representing Sponsor).13 NYCRR 20.3(v)(5). Only Sponsor has the right to replace the manger elected or appointed by Sponsor. All officers must be Unit owners or members of the first Board of Managers. Except as otherwise elected or appointed by the First Board of Managers, two or more officers may not be held by the same person.

(c) The President of the Condominium shall be the Chief Executive Officer and shall preside at all meetings of the members and the Board and be an official member of all standing committees. He shall have general and active management authority over the business of the Condominium and shall have the general powers and duties of supervision and management usually vested in the office of the President of a stock corporation organized under the New York Business Corporation Law.

(d) The Vice President of the Condominium shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board or the President.

(e) The Secretary shall keep the minutes of the meetings of the members and of the Board in one (1) or more books for that purpose. The minute book shall be

available for inspection by all members, or their authorized representatives, and by the Board, which minutes shall be retained for a period of not less than seven (7) years. He shall see that all notices are duly given in accordance with the provisions of the By-Laws or as otherwise required by law. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or the Board.

(f) The Treasurer shall have custody of all Condominium funds and securities, keep full and accurate accounts of receipts and disbursements in books belonging to the Condominium, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board. He shall disburse the funds of the Condominium as ordered by the Board and shall render to the President and the Board at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium.

12. The Board has a fiduciary duty to act in the best interest of the Condominium, even during the Initial Sponsor Control Period.

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

The rights and obligations of Unit Owners may be summarized as follows:

1. (a) A Unit Owner has the right to sell or lease his/her/its Unit provided that he/she/it gives notice of the bona fide terms of any proposed sale or lease to the Board of Managers and obtains their approval for the sale and lease. The failure of the Board of Managers to approve or disapprove such proposed sale or lease within thirty (30) days after notice thereof or thirty (30) days after submission of such reasonable information as requested by the Board shall be deemed to constitute approval. If the Board disapproves the transaction, it shall within fifteen (15) days after making its decision known, produce a Purchaser or lessee who will accept the transaction upon the same terms as those terms stated in the notice to the Board. If the Board does not produce such a Purchaser or lessee within the aforesaid fifteen (15) days the Unit Owner shall have the right to effectuate such sale or lease on the terms submitted, as more specifically set forth herein.

(b) (i) Alternatively, the Board of Managers may designate itself to purchase or lease such Unit on behalf of all of the Unit Owners, in the manner set forth herein, provided that approval for such purchase or lease is obtained from Unit Owners owning Units to which not less than seventy-five percent (75%) of the common elements are appurtenant. In the event the Board of Managers does not have sufficient funds on hand for such purchase or lease from working capital, it may either borrow such funds and/or assume an existing indebtedness secured only by a mortgage on the Unit, or may assess the Unit Owners therefore in proportion to their percentage of common interest, or the Board may use any combination of these methods to undertake the acquisition.

(ii) The closing of sale of the Unit or date of the commencement of the term of lease shall be the same as set forth in the contract to sell or lease included in the notice of such proposed transaction to the Board if the transaction is disapproved.

(c) Any sale or lease which is not authorized by the terms of the By-Laws or for which authorization has not been obtained pursuant to the terms hereof is voidable and may be voided in action brought by the Board of Managers.

(d) A Unit Owner intending to make a sale or lease of the Unit shall give notice to the Board of Managers of such intention. He/she/it shall furnish the following information to the Board: (i) the name and address of the intended grantee or lessee; (ii) financial and professional references of the transferee or lessee; (iii) an executed copy of the proposed contract of sale or lease; and (iv) such other information as the Board of Managers may reasonably require. He/she/it shall use the form, if any, supplied by the Board in order to supply such information. Such notice, when given, shall constitute a representation, warranty and an offer to sell or lease to the Board or any Purchaser or lessee produced by the Board and a representation that the Unit Owner believes the offer to be bona fide in all respects. The Board shall have a right of first refusal, with regard to the proposed sale or lease by the Unit Owner, upon the same terms and conditions as set

forth in the notice to the Board. All notices shall be given by registered or certified mail. Delivery shall be deemed made and notice shall be deemed given by such mailing and shall not be dependent upon acceptance by the addressee.

(e) When the Board has produced a Purchaser or a lessee within the fifteen (15) day period set forth above and Purchaser or lessee so agrees, a binding contract shall be deemed to have come into existence and the Unit Owner shall be obligated to consummate the transaction with such Purchaser or lessee furnished by the Board, in accordance with the terms thereof.

(f) The action by the Board of Managers consenting to a sale or lease shall be in recordable form. The failure of the Board to act on a notice given to it, together with such additional information reasonable requested, within thirty (30) days shall be deemed to constitute approval of the sale or lease. The Unit Owner, the Purchaser or lessee may demand and shall be entitled to receive from the Board consent to the sale or lease in recordable form.

(g) The Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, other grounds prohibited by law.

(h) If the proposed Purchaser or lessee of a Unit, or any interest therein, is other than a natural person, the approval of the sale shall be conditioned upon the approval by the Board of Managers of the entity or entities which will occupy the Unit.

(i) The right of first refusal granted herein shall not be applicable to the following:

(i) The sale, lease or sublease of Units by or to Sponsor;

(ii) The sale or lease of the Unit to an Owner's spouse, issue, parents, grandparents, or grandchildren;

(iii) Foreclosure or other judicial sale of Condominium Units or a conveyance by the Owner of a Unit to a mortgagee in lieu of foreclosure; and any subsequent sale, lease or sublease by a mortgagee (provided that unrelated person(s) acquiring the Unit from such mortgagee shall be subject to such right of first refusal herein);

(iv) The sale, lease or sublease from a Unit Owner to a partnership, corporation or limited liability company in which the Unit Owner is a partner, principal stockholder or member; from a partnership, corporate owner or limited liability company to the partners, stockholders or members thereof; from partners who are owners to new partners; from one co-owner to another;

(v) A conveyance or transfer from a Unit Owner by gift, devise by will

or intestate succession.

2. (a) All units shall be used in accordance with a Certificate of Occupancy and in compliance with zoning codes.

(b) Sponsor may utilize a limited number of Units for models and as a sales office in conjunction with the sale and rental of Unsold Units.

(c) Restrictions on Occupancy and Use:

No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any property operated by the Board or any part of it. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. No nuisance shall be allowed on the Condominium property. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate no any fire hazard allowed to exist. Access to common elements may not be obstructed in any way.

(d) The owners of Units shall be fully responsible for the activities and actions of their guests, visitors, permittees, invitees or employees and shall take all necessary action to insure that all such persons fully comply with the provisions of the Declaration and the By-Laws and rules and regulations of the Condominium.

(e) Unit Owners are not allowed to maintain any pets.

3. A Unit Owner shall have the right to mortgage or encumber his Unit provided that such mortgage or encumbrance is made to a mortgagee as defined in Section C in Part I of the Offering Plan.

4. (a) (i) Each Unit Owner shall be liable for that percentage of the common expenses of the Condominium that corresponds to that owner's percentage of ownership in the common elements set forth in Schedule A. However, additional services with the Unit Owners may desire or other factors can increase these charges. The Board of Managers shall have the power to fix, determine, and collect assessments to cover these common expenses. The Board of Managers may commence the collection of common charges upon the closing of title to the first Unit or at any subsequent date as in its sole discretion it may determine. The Board's collection of common charges will be in such amount as will be necessary to carry out the duties of the Board of Managers as set forth in the Plan. All such common charges shall be paid by the Unit Owners and Sponsor, as the owner of the unsold units, in accordance with their respective percentage of common interest as set forth in the Plan. The Board of Managers will have a lien on each unit for unpaid common charges pursuant to and Real Property Law Section 339-Z, and the lien can be made effective pursuant to Real Property Law Section 339-AA. The common charges will be placed in an account in the name of the Board of Managers.

(ii) The Sponsor shall be liable for the monthly common charges of all

Units which have not been transferred to a Purchaser, commencing after the closing of title to the first Unit. Sponsor will cause the Board to file a lien as provided by Real Property Law Section 339-AA on the Units in which Sponsor is thirty (30) days in arrears of common charges while in control of Board.

(b) The common expenses of the Condominium shall include, without limitation, management fees, salary for the building staffs, building maintenance and repair, utilities for common area, water and sewer charges, accountant, legal and insurance fees.

(c) The common expenses of the Condominium shall be incurred to provide for the full enjoyment and protection of each Unit Owner's use of the Common Area of the Condominium.

(d) The common charges do not include maintenance, repairs or decoration of any of the Units or portions thereof, electricity and gas consumed by each unit, or payments required pursuant to the terms of the Unit Owners Mortgages and Real Estate Taxes covering the individual Units.

(e) (i) Under the Real Property Law, the Board of Managers shall have a lien against each Unit for its unpaid common charges (plus legal interest) prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The lien shall also cover reasonable attorney's fees incurred to collect the unpaid assessments together with all costs of the suit.

(ii) The Board may also declare the common charge assessment on the delinquent Unit Owner's Unit for the balance of the fiscal year immediately due and payable. The lien shall continue in force even after resale of a Unit except that in accordance with the Declaration, the Board shall release the lien and its right to collect prior unpaid common charges against any purchaser of a Unit where the purchase arises out of a foreclosure of a first mortgage of record.

(iii) The Board of Managers may foreclose the lien in the same manner as a mortgage on real property and in so doing shall be entitled to recover all costs incurred including the reasonable attorney's fees.

(iv) The liability of each Unit Owner for the payment of common charges thereafter assessed against his Unit shall terminate upon a sale, transfer or conveyance of the Unit in accordance with the provisions of the Declaration and By-Laws. Further, any Unit Owner may convey his unit to the Board of Managers or its nominee on behalf of all other Unit Owners, without any compensation, in accordance with the Declaration and By-Laws. In that case, he shall be exempt from any common charges thereafter assessed (13 NYCRR § 20.3(w)(3)(iii)), but not relieved of his obligation to pay his mortgage loan.

(v) A Unit Owner may not exempt himself from liability for his

common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his Unit. Upon resale, the purchaser of a Unit shall be liable for the payment of unpaid common charges assessed against the Unit prior to the acquisition of the Unit by the purchaser, except that a first mortgagee who acquires title to a Unit or other purchaser at a foreclosure sale of a first mortgage shall not be liable and the Unit shall not be subject to a lien for the payment of common charges assessed prior to the acquisition of title to the Unit by the mortgagee or purchaser at foreclosure sale.

(vi) In the event of a foreclosure by the Board of Managers of its lien on any Unit for unpaid common charges where the proceeds of the foreclosure sale are not sufficient for the payment of such unpaid common charges, the unpaid balance shall be charged to all other Unit Owners as a common expense.

(vii) Sponsor will cause the Board of Managers to file a lien against itself on Units, in which Sponsor is more than thirty (30) days in arrears while it is in control of the Board.

(f) Default in payment of common charges by non-occupying owners--Real Property Law, Section 339-KK. The Real Property Law has been amended by adding a new section 339-KK, which provides as follows:

"If a Unit Owner who does not occupy the unit rents such unit to a rental tenant, and then fails to make payments due for common charges, assessments or late fees for such Unit, within sixty (60) days from the expiration period after they are due, the Board of Managers shall provide a 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 payments due subsequent to the issuance of such notice are to be made payable to the Board of Managers at the address listed on the notice. Where a majority of the Board of Managers has been elected by and from among the Unit Owners who are in occupancy, the Board of Managers may elect not to require that rental payments be made payable to the Board of Managers. At such time as payments for common charges, assessments and late fees from the non-occupying owners are once again current, a notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter, all payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Board of Managers' claim to rental payments shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers which must be held within thirty (30) days of the date that such Board received notice that such owner seeks to dispute such claim. Payment by a rental tenant to the Board of Managers shall relieve the 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."

5. The responsibility for repairs and maintenance is as follows:

(a) The maintenance and repair of the common elements shall be the

responsibility of the Condominium unless such repairs or replacement become necessary as a result of the negligence of abuse of a Unit Owner. The cost of such repairs or replacement shall be borne solely by the Unit Owner who caused the repair or replacement due to his/her/ negligence or abuse. It is the obligation of each Unit Owner to provide an access to their Unit and to the limited common elements to the Board of Managers for inspection or repairs, provided that such inspection and repairs are made with a seventy-two (72) hour prior notice and during reasonable hours, except in case of emergencies.

(b) (i) Any expenses attributable to the maintenance, repair or replacement of limited common elements shall be the responsibility of the Unit Owner who has exclusive use of the limited common elements. Exterior surfaces of balconies and terraces, if any, shall be treated as limited common elements for this purpose.

(ii) All maintenance to the Units, including electrical repairs, plumbing stoppage, window cleaning, painting and decorating in the Units (except for cleaning of exterior surface of the windows), repairs and replacement to Units including windows and doors (including all glass breakage) and repairs to heating and air conditioning units, if any, pipes, wires and conduits located in and servicing the same Unit other than as set forth, shall be made by the respective Unit Owner's at their expense.

6. Additions, alterations or improvements by Unit Owners:

The Unit Owner can make interior alterations or improvements to the Unit he/she desires without obtaining the consent of the Condominium so long as the alterations or improvements do not affect the building or any other common elements. No Unit Owner (other than Sponsor as noted in the By-Laws) may make any structural additions, alterations or improvements in his Unit or of the common elements without the prior written approval of the Board or impair any easement without the written consent of the Board and the Unit Owner or Owners for whose benefit such easement exists. The Unit Owners shall not employ any contractor that may cause labor disturbances or other stoppage in the work of the Building employees or other contractors or subcontractors employed in the Building or at the property. No Unit Owner shall erect any privacy fence, sunscreen or similar object or enclose the balcony except as expressly permitted by the rules and regulations of the Condominium without prior written approval of the Board. No structure shall be erected on the terraces or yard. Until control of the Board is relinquished to other Unit Owners, Sponsor will not make any improvements or additions to the common elements which would result in the imposition of special assessments or result in a substantial increase in the common expenses. However, this will not apply to the expenses required:

(i) To comply with applicable laws or regulations; or

(ii) To remedy any notice of violation; or

(iii) To remedy any work order by an insurer; or

(iv) Any matter affecting the health and/or safety of the occupants of the building.

7. The Board of Managers (or Sponsor until control of the common elements is vested in the Condominium) shall be required to obtain and maintain, to the extent obtainable, the following insurance upon the Condominium property and the equipment and personal property owned by the Condominium. The policies so obtained shall be for the benefit and protection of the Condominium, Unit Owners and their respective mortgagees as their interest may appear. Such policies shall include provisions that they be without contribution, that improvements to Units made by Unit Owners shall not affect the valuation of the Condominium property for the purpose of insurance and that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Board and their respective families, employees, servants, agents and guests. The insurance maintained shall cover the following perils and contingencies:

(a) All improvements upon the Condominium property and all personal property included therein, except the Units and such personal property as may be owned by the Unit Owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation, foundations and other construction components customarily excluded) as determined periodically by the insurance company affording such coverage. Such coverage shall afford protection against:

(i) Loss of damage by fire or other hazards covered by the standard extended coverage endorsement; and

(ii) Such other risks as from time to time shall customarily be covered with respect to improvements similar in construction, location and use including but not limited to vandalism, malicious mischief, windstorm and water damage.

(b) Comprehensive general and/or public liability: The amount and coverage shall be determined by the Board, which will include, but not limited to, water damage, legal liability, hired automobiles, non-owned automobiles and off-premises employee coverage.

(c) The fire casualty and general liability insurance must be on terms that provide: (i) that such Unit Owner is additional insured party; (ii) that there will be no cancellation without notice to the Board of Managers; (iii) a waiver of subrogation; (iv) a waiver of invalidity because of the acts of the insured and Unit Owners; and (v) waiver of pro-rata reduction if Unit Owners obtain additional coverage.

(d) Fidelity bonds in sufficient amounts to fully protect the interests of the Condominium on each member of the Board of Managers, officers of the Condominium, managing agents and managers including any person or persons handling or responsible for funds of the Condominium.

(e) In addition to the above, the coverage for directors' and officers' liability,

boiler and machinery, workers' compensation, disability, auto liability, and excess liability is generally available, but not provided by the Board of Managers.

(f) Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

(g) It is important to recognize that the insurance described in sub-paragraph (a), above, provides coverage for the Condominium. Each Unit Owner is advised to obtain liability and casualty insurance covering his own Unit and insurance covering personal possessions and living expenses.

(h) Purchasers are referred to Schedule B in Part I of the Offering Plan for details (13 NYCRR § 20.3(w) (6)(ii)).

8. In the event that a Unit Owner fails to maintain his/her Unit as required herein or otherwise violates the provisions hereof, the Board shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such assessments and have a lien for same as provided herein. The Board shall have the right, before or after any such assessment, to have its employees or agents, with a seventy-two(72) hour prior notice, except in case of emergencies, enter the Unit and do the work necessary to enforce compliance with the above provisions. Unit Owners may also be individually assessed for any damage to the common elements or limited common elements which may be caused by such owners, their family, lessees, guests, invitees or permittees. If it becomes necessary for the Board of Managers to bring a lawsuit or any other proceeding to enforce its right to make a repair or correct a condition or to collect any sum due on account thereof, the Board of Managers shall also be entitled to collect reasonable attorneys' fees in connection with any suit or proceeding.

9. (a) Each Unit Owner, his/her family, lessees, invitees and permittees, shall be governed by and conform to the Declaration and the By-Laws and rules and regulations of the Condominium. Failure to do so shall entitle the Condominium or any Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

(b) The Sponsor shall enjoy certain exceptions to these Condominium documents so long as the Sponsor has any Unit of sale. These special reserved rights of the Sponsor shall cover such activities as using the Units for sales offices, selection of members of the Board of Managers and amendments to the Condominium documents. In any event, however, Sponsor may not cease sales efforts and indefinitely rent/lease or reserve units for selection of members of the Board.

10. At the time of the closing to a Unit, there will be no other liens or encumbrances on the Unit or common elements other than the lien for non-payment of common charges,

the lien of the first mortgage which arises if the purchaser obtains a first mortgage on his/her Unit, and the liens and encumbrances as set forth in Section O, Subsection 12 in Part I of the Offering Plan.

11. Ownership of Unit in the Condominium subjects the Unit Owner to compliance with the provisions of the Declaration and By-Laws as well as any rules and regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The rules and regulations set forth in the By-Laws and Declaration can be found in Section GG and HH in Part II of the Offering Plan. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws as well as the rules and regulations established therewith. Sponsor shall have the right to alter unsold Units or common elements by amending plan and/or specification. However, any construction which might be undertaken by Sponsor shall in no event undermine the structural integrity of the Building. The provisions of the By-Laws which require members of the Board of Managers to be Unit Owners will not apply to the first Board of Managers.

12. The property and business of the Condominium shall be managed by the Board of Managers. The powers of the Board of Managers include, but are not limited to, the following items:

(a) To determine and levy monthly assessments ("common charges") to cover the cost of common expenses, payable in advance.

(b) To collect, use and expand the assessments collected to maintain, care for and preserve the Units, Buildings, and other common elements;

(c) To make reports, restore or alter any Unit or common elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(d) To access any unit and all portions of the common elements for the purpose of carrying out any of its obligations under the Declaration and By-Laws.

(e) To insure and keep insured the common elements and Units;

(f) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the house rules or rules and regulations herein referred to;

(g) To make reasonable rules and regulations;

(h) To employ and terminate employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a manager in connection with the matters hereinabove set forth.

(i) To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium and to levy special assessments to pay for the cost of such litigation.

(j) To acquire Units in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Unit so acquired and to vote as a Unit Owner, offer such Unit for sale or lease of take any other steps regarding such Unit as shall be deemed proper by the Board of Managers.

(k) To make additions, alterations, or improvements to the common elements of the Condominium of which addition, alteration, or improvement does not exceed $10,000.00. The Board of Managers may make additions, alterations or improvements to the common elements costing in excess of $10,000.00 only with the approval of a majority of the Unit Owners. While Sponsor is in control of the Board of Managers, the Board may make additions, alterations, or improvements to the common areas elements costing in excess of $10,000.00 or enter into service or maintenance contracts the duration of which will extend more than a year after Sponsor loses control of the Board of Managers, only with the approval of a majority of the Unit Owners, excluding Sponsor, voting at duly held meeting of the Unit Owners.

(l) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep ad maintenance of the common elements, provided, however, that (i) the consent of at least 66 ⅔ percent in number of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of the By-Laws, shall be required for the borrowing of any sum in excess of $10,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the common elements without the written consent of the owner of said Unit.

(m) To institute proceedings to review real estate tax assessments against the Units on behalf of and with the consent of all Unit Owners.

(n) To enter into a Management Agreement with a managing agent.

13. Any contract, agreement or commitment made by the Board of Managers shall be made by the Board of Managers, as agent for the Unit Owners as a group only. No member of the Board of Mangers or individual Unit Owners shall be liable for such contract, agreement or commitment. The Unit Owners shall be liable as a group under such contract, agreement or commitment but the liability of each Unit Owner shall be limited to that percentage of the total liability that is equal to his percentage of common interest. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for willful misfeasance or malfeasance and the Unit Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts or omissions taken by a member of the Board of Managers in accordance with his duties as such member except acts of willful misfeasance or malfeasance. Such several liability of the Unit Owners shall, however, be

limited as to each Unit Owner to such proportion of the total liability thereunder as such Unit Owner's common interest bears to the common interest of all Unit Owners.

14. The By-Laws will not be amended so as to adversely affect any Unit Owner while Sponsor retains voting control of the Condominium. Sponsor will not cast any of its votes for termination of the condominium except as set forth at Section T, Subsection 8 in Part I of the Offering Plan.

15. A New York bank or trust company shall be the Insurance Trustees as designated by Sponsor unless or until replaced by a bank or trust company in the State of New York designated by the Board of Managers. If the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall also be a bank or trust company in the State of New York designated by the Board of Managers. The Insurance Trustee shall hold all proceeds of Insurance policies in accordance with Section 254 (4) of the Real Property Law. The cost of all such insurance and fees and expenses of the Insurance Trustee shall be paid by the Board of the Managers and shall constitute a common expense. The Board, or the Insurance Trustee, shall hold the proceeds from any casualty policy for the benefit of the Condominium, the Unit Owners and their respective mortgagees in the following manner:

(a) In the event of damage to or destruction of the Condominium Building as a result of fire or other casualty (unless seventy-five percent (75%) or more of the Units are destroyed or substantially damaged and the Unit Owners do not duly and promptly resolve to proceed with repair or restoration by a vote of Unit Owners owing a seventy-five percent (75%) interest or more in the common elements), the Board of Managers shall arrange for the prompt repair and restoration of the Condominium Building (including any fixture initially installed therein by Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or machinery or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the common charges.

(b) If seventy-five percent (75%) or more of the Units are destroyed or substantially damaged and the Unit Owners do not duly and promptly resolve to proceed with repair or restoration by a vote of Unit Owners owning a seventy-five percent (75%) interest in the common elements, the Condominium property shall be subject to an action for partition at the suit of any Unit Owners or lienor, as if owned in common, in which event the net proceeds of the insurance policies (or if there shall have been a repair or restoration pursuant to sub-paragraph (a) above and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration) then the excess of such insurance proceeds shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in probation to their respective common interests, after paying out of the share of each Unit Owner the amount of any unpaid liens on his Units, in the order of the priority of such liens.

16. This property shall not be withdrawn from the provision of Article 9-B of the Real

Property Law unless at least eighty percent (80%) of the Unit Owners in number and in common interest of such Units agree to the withdrawal of this property from the provisions of such Article. Sponsor or its nominee will not cast any of its votes for withdrawal, unless eighty percent (80%) of the Unit Owners other than Sponsor so vote, in which event Sponsor will be free to cast its votes either for or against withdrawal.

17. The following is a brief summary of the tax valuation petition procedures for the City of New York:

(a) Tax notices are issued annually by January 15th. A taxpayer has until March 1st to apply for a corrective hearing before the Borough Commission.

(b) The decision of the Borough Commission is appealable to the City Tax Commission.

(c) If the taxpayer wishes to contest the issue beyond the Tax Commission, he must institute an Article 7, certiorari proceeding.

(d) The Board of Managers will act as an agent of each Unit Owner who has given his written authorization to apply to the local and county real estate tax assessment board of review agency by filing a single complaint on behalf of all such Unit Owners pursuant to Section 512 of the Real Property Tax Law and to commence and prosecute a special proceeding for the review of assessments of real property as an aggrieved person pursuant to Section 704 of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and to charge all such Unit Owners a pro rata share of expenses, disbursements and legal fees for which charges the Board of Managers shall have a lien.

18. The undivided share in the common elements which is appurtenant to a Unit, and the exclusive right to sue all appropriate appurtenant limited common elements shall not be separated from the Unit, and shall pass with the title to the Unit. The respective shares in the common elements appurtenant to Units shall remain undivided, and no action for partition of the common elements shall lie, except as provided with respect to termination of the Condominium.

19. The Board of Managers shall have the right to accumulate reserves for capital replacement. Such reserves may be used for exterior painting, roof repair and replacement and such other capital expenses as the Board determines. The current budget set forth in Section G, Schedule B does not include a Reserve Fund for capital replacement.

20. Copies of the Declaration and By-Laws are found in Part II, Section GG and HH respectively.

21. Unit Owners shall also be bound by the following Condominium Smoking Policy:

(a) Upon commencement of the condominium operation, the Board of Managers of the Condominium shall, in compliance with the City of New York Administrative Code § 17-506.1. et al (Local Law 147) and the New York State Department of Law regulations, adopt a condominium smoking policy.

(b) Pursuant to the condominium smoking policy, smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium: (1) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access; (2) all indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access; (3) all limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant; and(4) all outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, any area within fifteen(15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

(c) The condominium smoking policy is a material term of the Offering Plan and is incorporated into and form part of the Purchase Agreement, the Interim Lease and the Condominium By-Laws. It must be incorporated into any agreement to rent a Unit or part thereof.

(d) The condominium smoking policy will be applicable to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

SECTION U REAL ESTATE TAXES

1. Assessment for Individual Tax Lots

(a) The Sponsor will obtain individual tax lot for each Condominium Unit. After the Units are separately assessed, each unit will be taxed as a separate tax lot for real estate tax purposes and the Unit owner will not be responsible for the payment of, nor will the Unit be subjected to any lien arising from the non-payment of taxes on other Units.

(b) (i) If Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first Unit, unless such real estate taxes have been paid prior to or upon closing, Sponsor will place in a special escrow account with its attorneys or a proper third party, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six (6) month period following the first closing, The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and Sponsor, as funder of the escrow account, will be entitled to reimbursement from unit owners to the extent of actual assessment.

(ii) Furthermore, until Units have been separately assessed, all post-closing amendments will disclose the amount of the funds deposited in the escrow for the payment of the real estate taxes.

(c) There is no provision in the By-Laws applicable to the Real Estate Tax assessments. Once each condominium unit receives individual tax lot, each unit will be assessed and taxed separately (See Section S, Subsection 17(d) if a Unit Owner desires to authorize the Board of Managers to initiate proceedings under Sections 512 and 704 of the Real Property Tax Law on his/her behalf).

2. Residential Units:

(a) The Condominium consists of a residential portion, which is located on the second (2nd) floor through fourth (4th) floors.

(b) The real estate taxes for the entire Condominium building (residential portion) for 2022/2023 tax year is estimated to be around $38,493.00. The calculation is made by multiplying the estimated assessed value of the Condominium property in the tax year of 2022/2023 after completion of the Condominium building ($309,159.00) by the estimated then current Class 2 tax rate of 12.451% for the Residential Units.

(c) (i) Purchasers are advised that the estimated assessed value of the Condominium in Subsection 2(b) above reflects the assessment for the first year Condominium operation, the assessed value and therefore the real estate taxes may increase materially when the full valuation of the building is reassessed on the first status date (i.e., January 5) following issuance of the Certificate of Occupancy for the next tax

year (i.e., tax year of 2023/2024), commencing from July 1, 2023.

(ii) The projected real estate taxes for the residential portion of the condominium for tax year of 2023/2024 after the full valuation of the building has been reassessed is estimated to be around $64,156.00. The calculation is made by multiplying the estimated assessed value of the Condominium property in the tax year of 2023/2024 ($515,266.00) by the projected then current Class 2 tax rate of 12.451% (assuming the tax rate remains unchanged) for the Residential Units.

3. Non-Residential Units

(a) The Condominium consists of a non-residential portion, or community facility unit portion, which is located on cellar and 1st floor.

The Community Facility Unit Owner(s) will be responsible for the real estate taxes against their respective Units and Sponsor shall not be liable for any portion thereof, except to the extent that it is the owner of any unsold Unit(S).

(b) The projected post construction real property tax for the non-residential portion of the Condominium Building for tax year of 2022/2023 is estimated to be $12,844.00. The calculation is made by taking the estimated then current tax rate for Class 4 of 10.851% for such units on the estimated assessed value of the non-residential portion of the Condominium property in the tax year of 2022/2023 after completion of the Condominium Building (i.e., $118,369.00).

(c) (i) Purchasers are advised that the estimated assessed value of the Condominium in Subsection 3(b) above reflects the assessment for the first year Condominium operation, the assessed value and therefore the real estate taxes may increase materially when the full valuation of the building is reassessed on the first status date (i.e., January 5) following issuance of the Certificate of Occupancy for the next tax year (i.e., tax year of 2023/2024), commencing from July 1, 2023.

(ii) The projected real estate taxes for the non-residential portion of the condominium for tax year of 2023/2024 after the full valuation of the building has been reassessed is estimated to be around $21,407.00. The calculation is made by multiplying the estimated assessed value of the Condominium property in the tax year of 2023/2024 ($197,281.00) by the projected then current Class 4 tax rate of 10.851% (assuming the tax rate remains unchanged) for the non-residential portion.

4. Prospective purchasers are advised that the City of New York has not actually assessed the Units in the Condominium. The estimates of projected real estate taxes in the Offering Plan have been prepared by Sponsor's experts and cannot be construed as an assurance of the final tax costs, but are merely estimates based upon information available at this time. The tax assessment for each unit may be allocated on a basis that differs from the allocation of common interests (13 NYCRR 20.3(x)(2)).

5. Expenses on Income Taxes

(a) Sponsor's attorney has opined that the Condominium will NOT be able to make an election under Section 528 of the Internal Revenue Code. (See Section V in Part I of the Offering Plan.)

(b) As the Community Facility Units will be subdivided into individual lots and separately owned, the Condominium does not expect any expenses on income taxes.

HOWEVER, NEITHER SPONSOR, ANY COUNSEL TO SPONSOR, THE MANAGING AGENT, THE SELLING AGENT OR ANY OTHER PERSON, MAKES ANY WARRANTY AS TO THE AMOUNT, IF ANY, OF THE MINIMUM TAX WHICH WILL BE ASSESSED AGAINST THE CONDOMINIUM UNITS OR THE AMOUNT OF REAL ESTATE TAXES PAYABLE AT ANY TIME BY A UNIT OWNER.

6. Dispute on Real Estate Taxes

There are no tax certiorari proceedings are pending for the Condominium property.

LAWRENCE LIXIN YANG, P.C.
楊 立 信 律 師 事 務 所

ATTORNEY AT LAW

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September 17, 2021

TAX EXPERT OPINION

82 Management LLC
656 50th Street
Brooklyn, NY11220

Re: 82 Real Estate Condominium
935 57th Street
Brooklyn, New York 11219

Dear Sir/Madam:

We have now been asked by your company to make an estimate of real estate taxes of 82 Real Estate Condominium during the first year's condominium operation and after completion of construction.

We have over ten (10) years of experience in advising clients on the assessments of real estate taxes for properties located in the City of New York with and without 421-a Partial Tax Exemption (the "421a Program") and Industrial and Commercial Abate Program (the "ICAP") and we have successfully obtained tax exemption benefits for clients on over fifty (50) residential condominium buildings, apartment buildings and multi-family houses and commercial buildings.

Since 2008, we have prepared and filed numerous condominium offering plans (including making estimates on the tax liability of the condominiums units) with the Office of the New York State Attorney General (the "OAG") for developers of real property located in the City of New York. Up to now, over fifty (50) condominium offering plans have been accepted for filing by the OAG.

In making this estimate of real estate taxes, we have examined relevant documents including the Declaration of Condominium, Schedule A and Schedule B, and the By-Laws. During this examination we have assumed the authenticity of all documents and the genuineness of all signatures. We are familiar with the tax assessment practices of NYC Department of Finance (the "DOF"), the locality in which the property is located and have considered such tax assessment practices as applicable to the subject condominium.

(a) The Condominium consists of a residential portion, which is located on the second (2nd) floor through fourth (4th) floors, and a non-residential portion, which is located on cellar and 1st floor.

(i) To approximate the real estate taxes that will be due on the proposed residential portion of the building for 2022/2023 tax year, the following formula applies: Take the estimated assessed value of residential portion of the building, i.e., $309,159.00, and multiply this estimated assessed value by the estimated then current Class 2 tax rate of 12.451% for the residential portion. The estimated real estate taxes for the residential portion of the building will approximately be about $38,493.00.

To approximate the real estate taxes that will be due on the proposed non-residential portion of the building for 2022/2023 tax year, the following formula applies: Take the estimated assessed value of non-residential portion of the building, i.e., $118,369.00, and multiply this estimated assessed value by the estimated then current Class 4 tax rate of 10.851% for the non-residential portion. The estimated real estate taxes for the non-residential portion of the building will approximately be about $12,844.00.

(ii) Purchasers are advised that the estimated assessed value of the Condominium in paragraph a(i) above reflects the assessment for the first year Condominium operation, the assessed value and therefore the real estate taxes may increase materially when the full valuation of the building is reassessed on the first status date (i.e., January 5) following issuance of the Certificate of Occupancy for the next tax year (i.e., tax year of 2023/2024), commencing from July 1, 2023.

To approximate the real estate taxes that will be due on the proposed residential portion of the building for 2023/2024 tax year, the following formula applies: Take the estimated assessed value of residential portion of the building, i.e., $515,266.00, and multiply this estimated assessed value by the estimated then current Class 2 tax rate of 12.451% (assuming the tax rate remains unchanged) for the residential portion. The estimated real estate taxes for the residential portion of the building will approximately be about $64,156.00.

To approximate the real estate taxes that will be due on the proposed non-residential portion of the building for 2023/2024 tax year, the following formula applies: Take the estimated assessed value of non-residential portion of the building, i.e., $197,281.00, and multiply this estimated assessed value by the estimated then current Class 4 tax rate of 10.851% (assuming the tax rate remains unchanged) for the non-residential portion. The estimated real estate taxes for the non-residential portion of the building will approximately be about $21,407.00.

(b) The Sponsor will obtain individual tax lot for each Condominium Unit. After the Units are separately assessed, each unit will be taxed as a separate tax lot for real estate tax purposes and the Unit owner will not be responsible for the payment of, nor will the Unit be subjected to any lien arising from the non-payment of taxes on other

Units. The actual real estate taxes payable by each Unit will be based on the percentage of common interest of each Unit in the condominium building.

Prospective purchasers are advised that the DOF has not actually assessed the Units in the Condominium. The estimates of real estate taxes cannot be construed as an assurance of the final tax costs, but are merely estimates based upon information available to counsel at this time. The tax assessment for each Unit may be allocated on a basis that differs from the allocation of common interests.

COUNSEL MAKES NO WARRANTY AS TO THE AMOUNT, IF ANY, OF THE MINIMUM TAX WHICH WILL BE ASSESSED AGAINST THE CONDOMINIUM UNITS OR THE AMOUNT OF REAL ESTATE TAXES PAYABLE AT ANY TIME BY A UNIT OWNER.

We hereby authorize the use of this estimate, or a reproduction thereof, in the Plan.

Very truly yours,

Lawrence Yang

Lawrence (Lixin) Yang, Esq.

LAWRENCE LIXIN YANG, P.C.
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February 18, 2021

SECTION V

OPINION OF COUNSEL
ON REAL ESTATE TAXES AND TAX EXEMPTION

82 Management LLC
656 50th Street
Brooklyn, NY11220

Re: 82 Real Estate Condominium
935 57th Street
Brooklyn, New York 11219

Dear Sir/Madam:

We have reviewed your Offering Plan including schedules, exhibits and documents for the Condominium known as 82 Real Estate Condominium.

We have now been asked to render an opinion on (1) Tax Deduction on Real Estate Taxes; (2) Condominium Income Taxes; (3) Section 528 Tax Exemption; and (4) Condominium Common Interest Assignment with regard to the Unit Owners as well as for said Condominium.

In rendering this opinion, we have examined relevant documents including the Declaration of Condominium and the By-Laws. During this examination we have assumed the authenticity of all documents and the genuineness of all signatures. We have also considered applicable provisions of the Internal Revenue Code, as amended under Tax Cuts and Jobs Act (Hereinafter the "TCJA"), which came into effect on January 1, 2018, and the Tax Laws of the State of New York.

1. Tax Deduction on Real Estate Taxes

The Purchaser of a Condominium Unit at 82 Real Estate Condominium will receive a legal title in fee simple to a Condominium Unit as well as ownership of an undivided interest in the common elements and in the limited common elements appurtenant to his/her Unit. As an owner in fee simple, the Purchaser has the right to take out a separate mortgage as well as the obligation to pay property taxes on his/her

individual Unit.

However, the new TCJA provides, inter alia, that (i), for the tax years between 2018 through 2025, interest that can be deducted from an individual's federal income taxes will be limited to the amount that he/she will have paid on the home acquisition indebtedness not exceeding $750,000.00 (26 U.S.C.§163(h)(3)(F)(i)(II)); and (ii) for the tax years between 2018 through 2025, individual deductions from federal tax income on the amount that he/she has paid as state, local real property taxes and personal property taxes shall not exceed $10,000.00 (26 U.S.C.§164(b)(6)(B)).

Therefore, it is our opinion that at the present time the owner of a Residential Condominium Unit of 82 Real Estate Condominium may deduct from his/her federal income taxes up to $750,000.00 of the interest payments made on the mortgage indebtedness, and up to $10,000.00 of the state, local real estate taxes (including personal property taxes), in the year paid or accrued covering his/her Condominium Unit under the new TCJA. It is to be noted that for federal income tax purposes, should an owner not use his/her Condominium Unit as a personal residence, but rather as an investment, he/she may be subject to overall limitations on the deductibility of investment interest.

2. Condominium Income Taxes

Although Condominiums are considered taxable entities under the rulings of the Internal Revenue Service, receipts from capital or special assessment may not be taxable assuming these assessments are properly designated and treated as trust funds. Under these circumstances the Condominium would not be subject to any significant taxable income from receipt of such trust funds other than possible investment income such as interest earned on the funds deposited in local banks.

3. Section 528 Tax Exemption

Section 528 of the Internal Revenue Code provides that a "Condominium Management Association" could elect to be exempt from federal taxes on income from membership fees, dues and assessments from Unit Owners, if the Condominium can satisfy the following requirements: (a) Substantially all of the Condominium Units (or at least eighty-five (85%) of the total square footage of all units within the project) must be used as residences; (b) ninety percent (90%) or more of its expenditures must be for the purposes of acquiring, constructing, managing, maintaining and caring for the Condominium property; (c) sixty percent (60%) or more of its gross income must consist of membership dues, fees and assessments; and (d) no part of the Condominium's net earnings may inure to the benefit of any private shareholder or individual.

Based on the information provided to us in the Offering Plan, we opine that the Condominium will not satisfy the Section 528 criteria because less than eighty-five percent (85%) of the total square footage of all units within the project will be used as residences, and therefore the Condominium will not be able to meet the criteria to elect eligibility under Section 528.

4. Condominium Common Interest Assignment

The percentage interest of each unit in the common elements shown in Schedule A of the Offering Plan is assigned so that such interest for each of the units shall be in approximate proportion that the fair value of the unit at the date of declaration bears to the aggregate fair value of all the units. In the case of 82 Real Estate Condominium, the fair value is based on the calculations of the values of the salable net square footage provided by the Sponsor's architect. In our opinion, this method of assigning the percentage of common interest to each unit is in compliance with Real Property Law Section 339-I (1)(i). This opinion is based on other expert factual determinations as required by 13 NYCRR §20.3 (i) (See Section H(a) in Part I of the Offering Plan for a copy of the letter of the real estate broker, Steve S. Cheung, dated as of February 15, 2021).

IN OUR OPINION, THE RESIDENTIAL UNITS OWNERS IN THE CONDOMINIUM WILL BE ELIGIBLE FOR THE REAL ESTATE TAX DEDUCTIONS AND TAX EXEMPTION DESCRIBED IN SUBSECTIONS (1) ABOVE. THE TAX BENEFITS UNDER SUBSECTIONS (1) WILL LIKELY BE AVAILABLE TO UNITS OWNERS DURING THE FIRST YEAR OF CONDOMINIUM OPERATION. HOWEVER, OUR OPINION IN THE PROCEEDING PARAGRAPHS IS NOT A GUARANTEE; IT IS BASED ON EXISTING RULES OF LAW APPLIED TO THE FACTS AND DOCUMENTS REFERRED TO ABOVE. NO ASSURANCE CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASES THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL 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 ON WHICH COUNSEL RELIED WHICH CAUSE THE CONDOMINIUM TO COMMENCE OR CEASE TO MEET THE REQUIREMENTS OF SECTION 528 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE TCJA, OR THE NEW YORK STATE TAX LAW, AS AMENDED, AND CAUSE THE UNIT OWNERS NOT TO BE ENTITLED TO INCOME TAX DEDUCTIONS, OR WHICH CAUSE UNIT OWNERS NOT TO BE OR CEASE TO BE ENTITLED TO THE BENEFITS OR THE LEVEL OR DURATION OF BENEFITS DESCRIBED ABOVE.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

Lawrence Lixin Yang, P.C.

Lawrence Yang

Lawrence (Lixin) Yang, Esq.

SECTION W RESERVE FUND

1. (a) Under the provisions of the By-Laws, the Board has the right to establish a Reserve Fund for the future replacement of or additions to the common elements.

(b) In case additional funds are required to finance needed capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, the Board of Managers may make assessment against each condominium unit, borrow money from an institutional lender on behalf of the Unit Owners to finance such needed capital expenditures, and/or utilizes other means available to the Board of Managers under the Condominium By-Laws (13 NYCRR § 20.3 (z) (5)).

2. The Board shall fix and determine the sums necessary to maintain the Reserve Fund. The amount to be reserved shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost of each reserve item.

3. There is no Reserve Fund in the current budget set forth in Section G, Schedule B, nor does it include any Reserve Fund for major capital improvements.

4. The Reserve Fund may not be used to reduce projected common charges while Sponsor is in control of the Board.

5. A reserve fund, when established, may be used only for capital expenditures (13 NYCRR 20.3(z)).

SECTION X WORKING CAPITAL FUND

1. At the time of closing each Purchaser shall contribute one (1) month's common charges to the Condominium's Working Capital Fund. This contribution shall not be credited against the purchase price as regular assessments. This is the one-time contribution until further assessments are made by the Board of Managers in the future.

2. (a) The Working Capital Fund shall be set aside and used for the start-up operation of the Condominium building, while each Unit owner, including Sponsor, shall commence payment of monthly common charges allocated to his/her/its Unit, the amount of which is provided in Schedule A of this Plan, as soon as the Condominium operation starts upon closing of the 1st Unit.

(b) The Working Capital Fund may not be used to reduce projected common charges in the Plan while Sponsor is in control of the Board.

3. Any budget item that has to be paid before the sale of the first Condominium Unit, e.g., insurance, shall be paid for by Sponsor and Sponsor shall be entitled to a pro-rata re-imbursement from Purchasers during the first year of condominium operation from the common charges as each Condominium Unit is sold.

4. (a) Closing adjustments between the Sponsor and the Board of Managers, if any, may be deducted only from the Working Capital Fund. The net closing adjustments, if in favor of the Sponsor, are to be paid from the Working Capital Fund contributed by Purchasers at closing.

(b) However, Sponsor does not anticipate any adjustments for prepaid expenses between the Sponsor and the Board of Managers at closing.

(c) Regardless of the amount of closing adjustments between Sponsor and the Board of Managers, Purchasers shall pay a minimum Working Capital Fund, which equals one (1) month's common charges, into the account of the condominium Board of Managers as provided in Paragraph 1 above.

5. (a) No representation is made that the Working Capital Fund will be sufficient to cover current or future expenses, including repair of the common elements, or other purposes as determined by the Board of Managers and its agents in their discretion.

(b) In case additional funds are required to finance needed capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, the Board of Managers may make assessment against each condominium unit, borrow money from an institutional lender on behalf of the Unit Owners to finance such needed capital expenditures, and/or utilizes other means available to the Board of Managers under the Condominium By-Laws.

(c) Except as set forth above no Working Capital Fund has been provided for.

NEITHER THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK NOR ANY OTHER GOVERNMENTAL AGENCY HAS MADE ANY JUDGMENT AS TO THE ADEQUACY OF ANY WORKING CAPITAL FUND BUDGET ITEM.

SECTION Y

MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

1. (a) The Board of Managers will enter into a Management Agreement with Sponsor (Hereinafter the "Managing Agent"). The Agreement will be for a term commencing upon the date of the conveyance of the first Unit and expiring two (2) years thereafter, at an annual fee of $5,130.00 payable in equal monthly installments. The management fee to be collected by the sponsor is about ten percent (10%) of the total common charges. The projected cost for management of the condominium is neither greater than nor substantially less than the prevailing cost (ranging from four percent (4%) to twelve percent (12%)) which would be charged for such services. 13 NYCRR §20.3 (h)(4)(ix). SUCH MANAGEMENT AGREEMENT WITH THE SPONSOR SHALL NOT BE CANCELLED FOR ONE (1) YEAR. After one (1) year, it may be cancelled by either party upon sixty (60) days written notice with or without cause (13 NYCRR 20.3 (aa)(1)(vii).) The Managing Agent will be obligated to bill and collect common charges, hire and fire employees, supervise alterations and repairs, maintain the Condominium's books and records, advise the Board of Managers regarding its proposed annual budget, purchase supplies for the Condominium and generally perform the duties of a managing agent for condominium. In performing these duties, the managing agent may engage contractors on behalf of the Board of Managers for the purpose of carrying out the maintenance and repair of the common elements.

(b) Although the Managing Agent is affiliated with the sponsor, it shall nevertheless have a fiduciary duty to the Condominium.

2. The Board of Managers shall reimburse the Managing Agent for its costs and expenses incurred and indemnify the Managing Agent against any liabilities for the acts properly performed pursuant to the Agreement.

3. Li Zhu, a principal of the Sponsor, will be the officer(s) of the Managing Agent. He does not have any management experience.

4. Until such time as the Declaration of the Condominium is recorded, Sponsor reserves the right to designate another person or entity as managing agent as per the terms set forth above as well as the right to enter into any new service or concession contracts or to renew or replace any such contract which may expire for the services described in Schedule B to this Plan.

5. No such contract, however, will be for a term expiring more than two (2) years after the recording of the Declaration, unless it provides for a cancellation thereafter upon ninety (90)-day written notice. Sponsor will endeavor to obtain all such new, renewal and replacement contracts on a competitive cost basis.

6. The Management Agreement is not assignable by the agent unless the Managing Agent is the Sponsor.

7. Other than the Management Agreement that the Board of Managers will enter into with the Managing Agent (Sponsor) with major terms as described in Subsections 1 and 2 above, the Sponsor has not entered into any agreements that will be binding on the condominium (13 NYCRR § 20.3(aa)(2)).

SECTION Z IDENTITY OF PARTIES

1. Sponsor

(a) (i) The Sponsor, 82 Management LLC, is a New York limited liability company with an office at 656 50th Street, Brooklyn, NY 11220. It has not engaged in any business other than constructing the subject Building, and 82 Real Estate Condominium is the Sponsor's first condominium development.

(ii) The Sponsor's principals consist of the following individuals: Li Zhu, having a business address at 6005 7th Avenue, Brooklyn, NY 11220. The principal does not have experience in making investment in real estate and this is the first investment that he has made in this field.

(iii) Neither Sponsor nor its principals have ever had any prior felony convictions. There have not been any prior bankruptcies, convictions, injunctions and judgments against Sponsor, any principal of Sponsor, or entities in which the principals of Sponsor were principals, that may be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of the proposed Offering Plan. Li Zhu is the principal of the sponsor and owns or controls ten percent (10%) or more equity interest in the sponsor. Mr. Zhu is a licensed real estate agent.

(13 NYCRR§20.3(ab) (1))

(b) (i) Neither sponsor nor any affiliates of sponsor have participated in any other real estate syndications including condominium and cooperative projects, or planned unit development homes, or time shares which were offered within the past five (5) years.

(ii) Neither sponsor's principals nor any affiliates of sponsor's principals have participated in any real estate syndications including condominium and cooperative projects, or planned unit development homes, or time shares which were offered within the past five (5) years.

(13 NYCRR§20.3(ab) (2))

(c) Other than the subject Building, the sponsor, general partner or principal of the sponsor, or the holder of unsold shares, does not own ten percent (10%) or more of the unsold shares or units as an individual, general partner or principal, in any cooperative, condominium or homeowners association. (13 NYCRR §20.3(ab)(3))

2. Sponsor's Attorney

Sponsor has retained Lawrence Lixin Yang, P.C. at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354 to represent it in connection with the Plan. Lawrence

(Lixin) Yang, Esq. prepared the Plan, the Declaration, the By-Laws and the forms of Purchase Agreement, Condominium Unit Deed for the Units and Condominium Unit Power of Attorney and has also rendered an opinion with respect to the availability of income tax deduction to purchasers of Units. Sponsor will be represented by Lawrence Lixin Yang, P.C. at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354 for contract and closing of the units. Lawrence Lixin Yang, P.C. will be the escrow agent for the Purchaser's deposits. Sponsor's attorney has no relationship with the Sponsor. 13 NYCRR§20.3(ab) (4).

3. Architect/Professional Engineer

(a) The Description of the Property and Specifications included in the Offering Plan as Section EE and the certifications of such report in the Plan as Section II, were prepared by Benjamin B. Lam, Professional Engineer of Lam & Lam Engineering D.P.C. with the office at 112-45 Roosevelt Avenue, Corona, NY 11368. Mr. Lam has been working as a licensed Professional Engineer since 2012.

(b) Sponsor's architect has no relationship with the Sponsor. (13 NYCRR §20.3(ab) (7).)

4. Managing Agent

(a) The Sponsor, 82 Management LLC, will be the Managing Agent. Neither the Sponsor nor Mr. Li Zhu, president of the first Board of Managers, has experience in managing condominium buildings.

(b) (i) There are no prior felony convictions of the managing agent or any principals of the managing agent; or

(ii) Any prior convictions, injunctions and judgments against the managing agent or any principal of the managing agent that may be material to the offering plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of the proposed offering plan.

(13 NYCRR§20.3(ab) (5))

5. Selling Agent

(a) The Sponsor will also act as the Selling Agent for the Condominium. Neither Sponsor nor the principal of the Sponsor, Mr. Li Zhu, has experience in selling real estate.

(b) (i) There are no prior felony convictions of the managing agent or any principals of the managing agent; or

(ii) Any prior convictions, injunctions and judgments against the

managing agent or any principal of the managing agent that may be material to the offering plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of the proposed offering plan.

(13 NYCRR §20.3(ab) (6))

6. As stated above, (a) the Sponsor will be the Selling Agent and Managing Agent of the condominium and the principal(s) will be the principal(s) of the Selling Agent and Managing Agent of the condominium; (b) the Sponsor and its principal(s) have no relationship with the architect/professional engineer who provided the Description of the Property and Specifications and the certifications of such report in the Plan; and(c) except that Sponsor will enter into a Management Agreement with the Board of Managers for the management of the condominium the Sponsor or its principal(s) does not have any relationship with any person or firm who will provide services to the condominium subsequent to the commencement of condominium operation. (13 NYCRR§20.3(ab) (8))

SECTION A(a) REPORTS TO UNIT OWNERS

1. Reports to Unit Owners

(a) It is the obligations of the Board of Managers of the Condominium to give all Unit Owners annually:

(i) A financial statement of the Condominium prepared by a certified public accountant or public accountant within three (3) months after the end of the fiscal year; such statement shall be certified while Sponsor is in control of the Board of Managers;

(ii) Thirty (30)-day prior written notice of the annual Unit Owners' meeting; and

(iii) A copy of the proposed annual budget of the Condominium at least thirty (30) days prior to the date set for adoption thereof by the Board of Managers; while Sponsor is in control of the Board of Managers such budget shall be certified for adequacy by expert in compliance with 13 NYCRR §20.4(d).

SECTION A (b) DOCUMENTS ON FILE

The Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the plan, on file and available for inspection without charge and copying at a reasonable charge at Sponsor's office located at 656 50th Street, Brooklyn, NY 11220, or a location as Sponsor may designate from time to time, for six (6) years from the date of closing of title to the first Unit. Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office upon closing of title to the first Unit.

SECTION A (c) GENERAL

1. There are no law suits, administrative or other proceedings pending against Sponsor which may materially affect the offering, the property, Sponsor's capacity to perform all of its obligations under this Plan, the Condominium or the operation of the Condominium.

2. The property has not been the subject of any other prior public offering.

3. In accordance with the Laws of the State of New York, Sponsor represents that Sponsor will not discriminate against any person because of marital status, disability, race, creed, color, national origin, sex or ancestry in the sale of Units offered by this Plan or in the leasing of any Units.

4. (a) This Plan contains a fair summary of the pertinent provisions of the various documents referred to herein and does not knowingly omit any material fact or contain any untrue statement of material fact relating to this offering. Any information or representation made, not contained in this Plan, must not be relied on. This Plan may not be modified orally.

(b) This Plan may be amended at any time and from time to time provided that, if the amendment is a material and substantial modification of the Plan which materially adversely affects Purchasers, then anyone who has theretofore executed a Purchase Agreement shall be given not less than thirty (30) days after a copy of duly filed amendment is mailed or otherwise delivered to them by written notice to Sponsor to cancel the Purchase Agreement and to obtain a refund in full, of the down payment made therewith.

5. No contracts or agreements have been entered into and no deposits or advances of funds accepted by Sponsor as of the date the Plan is accepted for filing by the Department of Law.

6. All of the Units offered in the Plan are vacant and free of tenancies as of the date of submission of the Plan to the Department of Law.

7. The Offering Plan sets forth all the material terms of the offer (13 NYCRR§20.3(d)(1).)

SECTION A (d)

SPONSOR'S STATEMENT OF BUILDING CONDITION

1. The Sponsor adopts the "Description of Property and Specifications" set forth in Section EE of Part II of the Plan prepared by Benjamin B. Lam. Professional Engineer of Lam & Lam Engineering D.P.C., with the office at 112-45 Roosevelt Avenue, Corona, NY 11368. Sponsor has no knowledge of any material defects or need for major repairs to the property except as set forth in the "Description of Property and Specifications".

2. Inasmuch as the building is newly constructed, there is no official inspection report available reflecting upon conditions of the premises such as notices violations or reports required by local law. In compliance with the federal law, lead-based paint is not used for the construction of the building.

3. This Plan contains a fair summary of the pertinent provisions of the various documents referred to herein and does not knowingly omit any material fact or contain any untrue statement of material fact relating to this offering. Any information or representation made, not contained in this Plan, must not be relied on. This Plan may not be modified orally.

Dated: Kings, New York
February 16, 2021

Sponsor

82 Management LLC

PART II

SECTION AA

PURCHASE AGREEMENT

82 Management LLC

Sponsor/Seller

to

Purchaser

Unit No.

82 Real Estate Condominium
935 57th Street
Brooklyn, NY 11219

82 Real Estate Condominium

Unit No. _____
935 57th Street
Brooklyn, NY 11219

THIS PURCHASE AGREEMENT (Hereinafter the "Agreement") is made as of _____, 2022, between 82 Management LLC, a New York limited liability company, having an office at 656 50th Street, Brooklyn, NY 11220 (Hereinafter the "Sponsor/Seller") and _____, having an address at _____ _____ (Hereinafter the "Purchaser").

W I T N E S S E T H

1. Purchase Price.

(a) The purchase price (Hereinafter the "Purchase Price") is $_____, payable as follows:

(i) $ _____, constituting a down payment in the amount of ten percent (10%) of the Purchase Price upon execution of this Agreement by check (subject to collection), receipt of which is hereby acknowledged; and

(ii) $ _____, constituting the balance of the Purchase Price, in cash or good certified check of Purchaser or official bank check, on the delivery of the deed as hereinafter provided (subject to the provisions of subsection 1(b) hereof).

(b) All checks shall be drawn on a New York bank or trust company which is a member of the New York Clearing House Association. All checks in payment of the portion of the Purchase Price referred to in subsection 1(a)(i) hereof shall be made payable to the order of "Lawrence Lixin Yang, P.C. As Attorney" and all checks in payment of the portion of the Purchase Price referred to in subsection 1(a)(ii) hereof shall be made payable to the direct order of the Sponsor/Seller.

(c) Any portion of the Purchase Price to be loaned by a bank, trust company or other lending institution may be paid on the Closing Date (as hereinafter defined), provided the Sponsor/Seller shall have been furnished with a copy of a written mortgage loan commitment accepted by Purchaser from such bank, trust company or other lending institution for such portion of the Purchase Price as is being borrowed, on or before the date such portion of the Purchase Price would otherwise have been due under subsection 1(a) hereof.

2. The Offering Plan and Provision of Conflicts.

(a) Purchaser acknowledges having received and read a copy of the Offering

Plan for Condominium ownership of the premises located at 935 57th Street, Unit No. ____, Brooklyn, New York and all amendments thereto filed with the Department of Law of the State of New York (Hereinafter the "Plan") within a seventy-two (72) hour period immediately preceding the execution of this Agreement by Purchaser. The Plan is incorporated hereby by reference and made a part hereof with the same force and effect as if set forth at length.

(b) In the event of any inconsistency between the terms of the Plan and those of this Agreement, the terms of the Plan shall control. (13 NYCRR § 20.3(o)(19))

3. Definitions.

Terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise requires.

4. Architectural Plans.

Purchaser has been given an opportunity to examine the architectural plans and specifications for the above-numbered Unit and for the building in which it is located (Hereinafter the "Building"), prepared by Lam & Lam Engineering D.P.C., with the office at 112-45 Roosevelt Avenue, Corona, NY 11368 (Hereinafter the "Architect").

5. Construction.

The construction of the building and Unit and the materials, equipment and fixtures installed therein shall be substantially in accordance with the plan and the Architectural Plans and specifications as said plans and specifications are modified or amended as provided in the plan. The issuance of a Final Certificate of Occupancy for entire Building shall be deemed presumptive evidence that the Building has been fully completed in accordance with the plans and specifications.

6. The Unit.

Sponsor/Seller agrees to sell and convey and Purchaser agrees to purchase the Unit (Hereinafter the "Unit") designated as Unit No. ____ in the Declaration, together with a _____% undivided interest in the Common Elements appurtenant thereto, together with and subject to the easements, covenants, rights and benefits set forth in the Declaration and By-Laws, and upon and subject to the terms and conditions set forth herein.

7. Closing.

(a) The closing of title shall take place on no less than thirty (30) days' written notice to Purchaser's Attorney at such place as Sponsor/Seller may designate, at an hour and on a date (Hereinafter the "Closing Date") to be specified by Sponsor/Seller. Such date shall be no earlier than thirty (30) days after the date on which written notice is

given to Purchaser's Attorney that the Plan has been declared effective (unless Purchaser and Sponsor/Seller shall agree on an earlier Closing Date). The closing of title may be adjourned to such later date as the parties may agree upon in writing, or otherwise as set forth in the following Subsection, and such adjourned date shall then be deemed the Closing Date hereunder. Purchaser shall be entitled to one (1) reasonable adjournment of up to fifteen (15) days, on five (5) days written notice by Purchaser to Sponsor/Seller.

(b) The Sponsor/Seller may be entitled to reasonable adjournments in the closing of title in the event of delays by reason of weather conditions, strikes or material shortages, or delays in inspections and reports thereon, or other requirements.

(c) The Sponsor anticipates that the first closing of the Unit will occur on or about July 1, 2022. Purchasers will be offered a right of rescission if the actual date of closing of title to the first Unit occurs later than July 1, 2023, i. e. twelve (12) months after the projected date for the closing of title to the first Unit. If the Plan is amended to provide a later projected date for the first closing, purchasers who enter into purchase agreements after the amendment is accepted for filing will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date.

(d) Purchasers should note that even if the first closing occurs on or before July 1, 2022 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into), or within the twelve (12) month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In such case, provided that sponsor is diligently pursing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against the sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

8. Delivery of the Deed and Power of Attorney to the Condominium Board.

(a) At the closing of title, Sponsor/Seller shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying title to the Unit to Purchaser (Hereinafter the "Deed"). The Deed shall be prepared by Sponsor/Seller substantially in the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor/Seller in the form necessary for recording.

(b) At the closing of title, and simultaneously with the delivery of the Deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a Power of Attorney to the Condominium Board prepared by Sponsor/Seller and substantially in the form set forth in Part II of the Offering Plan (Hereinafter the "Power of Attorney").

(c) The Deed and Power of Attorney to the Condominium Board shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor/Seller's Attorney) for recording in the Office of the City Register of the City of New York (Hereinafter the "City Register's Office"). After being recorded, the Deed shall be returned to Purchaser and the Power of Attorney shall be sent to the Condominium Board.

9. Marketable Title.

At the closing of title, Sponsor/Seller shall convey to Purchaser good and marketable title in fee simple, free and clear of all encumbrances other than those set forth in Exhibit A hereto annexed, which has been made a part hereof, and mortgages, if any, covering the Unit, which Purchaser assumes. Any encumbrances to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered to the proper party together with the recording or filing fees or (b) Liberty Land Abstract, Inc., or any other reputable title insurance company will insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

10. Expenses of Closing and Closing Adjustments.

(a) Purchaser will pay the closing costs and expenses referred to in Section P of the Plan (as same may be amended from time to time) entitled "Unit Closing Costs and Adjustments", including, without limitation, the New York State Real Estate Transfer Tax and the New York City Real Property transfer taxes, the amount of any credit for mortgage recording tax, legal fee for Sponsor/Seller's attorney, travel fee for Sponsor/Seller's attorney, if applicable, and the Purchaser's proportionate share of the fee for 421-a Partial Tax Exemption program paid to the City of New York as set forth in said Section, if applicable. Purchaser shall make the contribution to the working capital of the Condominium referred to in said Section. Real estate taxes and common charges and expenses shall be adjusted between Sponsor/Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Sponsor/Seller in excess of $1,000.00 will be paid by certified check or bank check.

(b) The following closing fees will be charged by the attorney for Sponsor/Seller in connection with the closing of title to the Unit(s):

(i) Attorney Fee. A closing fee in the amount of $1,500.00 for a residential unit or a parking space unit, if any (if carried out as an independent transaction) will be charged by the attorney for Sponsor in connection with the closing of title to the Unit(s).

(ii) Assignment/Amendment Fee. A legal fee in the amount of $350.00 for each assignment of, and/or amendment to, the Purchase Agreement required by the Purchaser.

(iii) Attendance Fee. The closing is to be held at the office of

Sponsor/Seller's Attorney. There will be an additional $350.00 attendance fee if Purchaser desires to have the closing at a location other than the office of Sponsor's attorney.

(iv) Assistance Fee for Mortgage Application. If the Purchaser's obligations under this Agreement are contingent upon obtaining a mortgage pursuant to Paragraph 13(b) of the Purchase Agreement and Purchaser requires Sponsor/Seller's attorney to provide assistance in obtaining such mortgage (such as providing Attorney Escrow Letter, documents on sales and closing of condominium units, status of condominium, condominium questionnaire and other related information to the Purchaser's mortgage lender and/or broker), Purchaser is willing to pay an additional amount of $350.00 to Sponsor/Seller's attorney as legal fee.

(c) In the event that the Purchaser desires to terminate or otherwise cancel the Purchase Agreement that is fully executed and in full force and effect, the Purchaser agrees to pay fifty percent (50%) of the Sponsor/Seller's attorney fee (or $875.00 with assistance in obtaining purchase mortgage, or $750.00, without such assistance), as provided in Section P, unless such termination or cancellation is due to the fact that Sponsor/Seller is in default and Purchaser is entitled to such termination or cancellation.

(d) Recording charges, fees and taxes, as set forth in the Plan, are based on the rates in effect on the date of the Plan and are subject to change without notice.

11. Escrow of Deposits.

(a) The law firm of Lawrence Lixin Yang, P.C., with an address at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354, and a telephone number of (718)886-7999, shall serve as escrow agent (Hereinafter the "Escrow Agent") for the Sponsor and Purchaser. Escrow Agent has designated the following attorney(s) to serve as signatories: Lawrence (Lixin) Yang. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow (Hereinafter the "Deposit").

(c) The Escrow Agent has established the escrow account at Citibank, located at 215 Jericho Turnpike, Floral Park, New York 11001, in the State of New York (Hereinafter the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled 82 Real Estate Condominium Escrow Account (Hereinafter the "Escrow Account"). The Escrow Account is an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per deposit. Any deposit in excess of $250,000.00 will not be insured. Additionally, any other deposits a

purchaser has at the escrow bank will count toward the $250,000.00 FDIC insurance limit.

(d) All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Lawrence Lixin Yang, P.C., as Escrow Agent.

(e) No fees of any kind may be deducted from the Escrow Account, and the Sponsor/Seller shall bear all costs associated with the maintenance of the Escrow Account.

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

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

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

(i) Under no circumstances shall Sponsor/Seller 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/Seller of its obligations pursuant to GBL §§ 352-e (2-b) and 352-h.

(j)

(i) The Escrow Agent shall release the Deposit if so directed:

(I) Pursuant to the terms and conditions set forth in the

Purchase Agreement in Subsection 7 upon closing of title to the Unit; or

(II) In a subsequent writing signed by both Sponsor/Seller and Purchaser; or

(III) By a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to this Subsection 11(j)(i) (I) through (III) 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/Seller 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 this Subsection 11(j)(i) (I) through (III) 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.

(ii) The Sponsor/Seller shall not object to the release of the Deposit to:

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

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

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

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

(l) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(m) A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e (2-b) and 352-h.

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

(o) Sponsor/Seller agrees that Sponsor/Seller and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

(p) Sponsor/Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e (2-b) and 352-h and the New York State Department of Law's regulations.

(q) Sponsor/Seller shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

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

(s) (i) It is agreed that the duties of the Escrow Agent are only as herein specifically provided, and, are purely ministerial in nature. Sponsor/Seller agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities in connection with the Purchase Agreement or the performance or non-performance of Escrow Agent's duties under the Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in the Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity shall include, 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.

(ii) The obligations of the Escrow Agent shall be discharged by the Sponsor/Seller and purchaser upon payment of the Deposit and interest, if any, in accordance with Subsection 11(j)(I) above, the regulations under Part 20, and/or depositing of the Deposit contained in the Escrow Account with the clerk of the county where the [Unit/Building] is located and has given written notice to both parties of such deposit.

(iii) Purchaser acknowledges that Escrow Agent may represent Sponsor/Seller in connection with any dispute arising out of the Purchase Agreement including disputes in connection with the Deposit.

(iv) There is no fee payable to Escrow Agent for acting as Escrow Agent, nor there is any compensation by the Sponsor/Seller to the depository bank.

13 NYCRR §20.3(o)(3)(i)

12. Binding Effect of Declaration, By-Laws and Rules and Regulations.

Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof.

13. Agreement Subject to Mortgage.

(a) No encumbrances shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agree(s) that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. Sponsor/Seller shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date unless Purchaser assumes such mortgages. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of his/her/its other obligations hereunder or be the basis of any claim against, or liability of, Sponsor/Seller, provided that any such mortgage is subordinated to the Declaration and the Unit is released from the lien of such mortgage.

(b) Purchaser may make his/her/its obligations under the Agreement contingent upon obtaining a mortgage loan by executing the Mortgage Addendum to Purchase Agreement attached hereto and compliance with the terms therein. In the event Purchaser does not comply with the terms set forth in the Mortgage Addendum to Purchase Agreement, Sponsor/Seller shall be entitled to declare this Agreement in default and retain the Down Payment and interest as liquidated and agreed upon damages. Should Purchaser comply with the terms set forth in the Mortgage Addendum to Purchase Agreement and fail to obtain a mortgage loan, Sponsor/Seller shall return the Down Payment and interest if any to Purchaser and thereafter the parties shall be released from any obligation under this Agreement.

(c) Therefore, if the obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing, any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose his/her/its deposit if he/she/it is unable to otherwise raise the monies for the balance of the Purchase Price. Prospective Purchasers who require financing are advised to consult with a lending

institution before execution of a Purchase Agreement. No representation is made by the Sponsor/Seller as to the availability or cost of such financing.

14. Agreement Subject to Plan Becoming Effective; Sponsor/Seller's Right to Cancel.

(a) This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Sponsor/Seller at any time prior to its being declared effective and shall be abandoned and deemed abandoned if it has not been declared effective within the time prescribed by the Plan. In the event Sponsor/Seller has decided to abandon the Plan after it has accepted Purchase Agreements, Sponsor/Seller shall promptly submit an amendment to the Office of the Attorney General of the State of New York along with Form RS-3 as promulgated by the Office of the Attorney General. If any payments have been received by Sponsor/Seller under the Purchase Agreements, such payments shall be returned in the form of checks in full amount with any interest earned thereon, if any, within five (5) days after the amendment abandoning the Plan has been accepted for filing by the Office of the Attorney General.

(b) If, after the Plan is declared effective, title to the Unit shall not close within the time set forth herein or in the Plan for any reason other than Purchaser's default, then, at Purchaser's option upon thirty (30) days written notice, this Purchase Agreement shall be deemed cancelled. If this Purchase Agreement is cancelled pursuant to the provisions of this Subsection, then not later than five (5) days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereof, if any, and upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations hereunder.

15. Defaults.

A. Default by Purchaser

(a) In the event Purchaser fails to make any payment on the date herein provided or on such later date as the parties hereto may agree upon, fails to close title on the closing date, or fails to perform any of the Purchaser's other obligations hereunder, Sponsor/Seller may send notice to Purchaser advising that Sponsor/Seller intends to cancel this Agreement if such default is NOT cured within thirty (30) days thereafter (Hereinafter the "Notice of Intention to Cancel"). TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If, within said thirty (30) day period, Purchaser fails to cure such default, Sponsor/Seller may, at its option, cancel this Agreement by sending notice to Purchaser notifying Purchaser that this Agreement has been cancelled at option of Seller/Sponsor (Hereinafter the "Notice of Cancellation"), provided that such Notice of Cancellation is sent within thirty (30) days as of the time when the Notice of Intention to Cancel had been sent. Thereupon this Agreement shall be deemed cancelled, void and of no further effect.

(b) If Sponsor/Seller has elected to cancel this Agreement pursuant to Subsection 15(a) above, Sponsor/Seller shall (i) certify to the Escrow Agent that

Purchaser has defaulted and that Sponsor/Seller has elected to cancel this Agreement by reason thereof, and (ii) send a request in writing to the Escrow Agent for the release of the Deposit (if the Deposit has been placed into the Escrow Account). The Deposit shall be disposed of pursuant to the provisions in Subsection 12 (j)(I) above.

(c) If, the Deposit is released to Sponsor/Seller pursuant to this Agreement, it will be deemed as liquidated damages. In no event shall liquidated damages exceed ten percent (10%) of the Purchase Price plus the cost of any special work ordered.

(d) If this Agreement is cancelled by Sponsor/Seller pursuant to the provisions of this Subsection 15, Sponsor/Seller may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale.

B. Default by Sponsor/Seller

If Sponsor/Seller fails to comply with any of the provisions of this Agreement after written notice from Purchaser specifying Sponsor/Seller's alleged failure and the expiration of thirty(30) business days from receipt of said notice in which to cure the alleged failure, then Purchaser may thereafter: (i) terminate this Agreement, whereupon the Deposit shall be returned to Purchaser, together with Purchaser's reasonable costs for title examination without insurance and thereafter this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder except for any obligation which expressly survives the termination of this Agreement, or, (ii) Purchaser shall have the right to bring an action against Sponsor/Seller to seek specific performance of Sponsor/Seller 's obligations hereunder no later than forty-five (45) calendar days after the expiration of all applicable notice and cure periods, provided that if such remedy is unavailable due to a transfer of title by Sponsor/Seller, then Purchaser may bring an action seeking damages. If Purchaser is the prevailing party in its specific performance action, Sponsor/Seller shall be obligated to pay all of Purchaser's cost in connection with such action. In the event Purchaser elects to proceed with an action for specific performance, Purchaser shall be entitled to record a Notice of Pendency of such action.

16. Possession of Unit Prior to Closing.

It is expressly understood and agreed that, except as otherwise provided in Section K in Part I of the Offering Plan, Purchaser shall not take possession of the Unit prior to the time of the delivery of the deed and full compliance by Purchaser with the terms of this Agreement. Should Purchaser violate this provision, Purchaser hereby consents that Sponsor/Seller shall have the right to remove him/her/it from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, Purchaser shall be deemed in default hereunder at the option of Sponsor/Seller, and if Sponsor/Seller so elects, the Sponsor/Seller may cancel this Agreement and the amount deposited hereunder shall belong to Sponsor/Seller as liquidated damages deemed earned hereunder. It is further understood and agreed that

Sponsor/Seller will not be responsible for damage or loss to any personal property before, on or after the closing of title herein.

17. Sponsor/Seller's Inability to Convey the Unit.

In the event Sponsor/Seller is unable to deliver title to the Unit to Purchaser for any reason, other than Sponsor/Seller's obligation to cure violations and title which cost up to one-half (½) of one percent (1%) of the total Purchase Price, Sponsor/Seller's liability shall be limited to the return of the money deposited hereunder and upon return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, Sponsor/Seller shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever to cure such inability, and in such case, if Sponsor/Seller notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser shall have the option to (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor/Seller for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor/Seller shall within ten (10) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited hereunder, and upon making such payment, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liabilities under this Agreement and the Plan. The foregoing option must be exercised by notice of Purchaser in writing to Sponsor/Seller within ten (10) days after the giving of Sponsor/Seller's notice of refusal to cure such inability. If Purchaser fails to give any notice to Sponsor/Seller, it shall be conclusively deemed that Purchaser elected the second option above to terminate this Agreement.

18. Acceptance of Condition of Unit; Risk of Loss.

(a) (i) Purchaser shall accept title (without abatement in or credit against the Purchase Price or provision of escrow) notwithstanding that construction of (i) minor details of the Unit or the Building in which it is located or (ii) other Units or (iii) the landscaped area or (iv) other portions of the common elements have not been completed.

(ii) Purchaser will examine his/her/its Unit with a representative of the Sponsor/Seller during normal business hours seventy-two (72) hours prior to the Closing Date and will sign and deliver to Sponsor/Seller on or before the Closing Date a Final Inspection Statement and Punchlist in the form as Exhibit B hereto annexed, acknowledging the condition in which he/she/it has received his/her/its Unit.

(iii) Except as otherwise agreed by Sponsor/Seller and Purchaser, repairs and/or replacement of the items required by the Final Inspection Statement and Punchlist shall be made within fourteen (14) days as of, if not prior to, the Closing Date.

(b) (Omit this Subsection, if the Unit has not been completed.) Purchaser

represents to Sponsor/Seller that he/she/it has examined the Unit and agrees that his/her/its execution of this Purchase Agreement shall constitute acceptance of the Unit and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present condition on the date of this Purchase Agreement, subject to reasonable use, wear, tear, and natural deterioration between the date of this Purchase Agreement and the Closing Date.

(c) The risk of loss from fire or other casualty to the units, Common Elements and Limited Common Elements remains with Sponsor/Seller unless and until legal title to the Unit has been conveyed to Purchaser. Thereafter, it passes to the Unit Owner together with the limited common elements to which, as Unit Owner, has access.

(d) It should be noted that insurance for the condominium covers the Unit but the Purchaser is responsible for the contents of the Unit (i.e., Purchaser's personal property).

(e) It is a special risk if Purchaser enters into possession prior to closing in which case, Purchaser assumes the risk of loss for property not covered by the insurance for the units and for any Purchaser who enters into possession before closing. It is recommended that Purchaser obtain insurance for his/her/its personal property.

(f) If an Interim Lease is entered pursuant to Section K in Part I of the Offering Plan, the risk that an Interim Lessee assumes is the risk of loss for the personal property not covered by the condominium insurance. Insurance proceeds are available to either Sponsor/Seller or the condominium for loss to the Unit and an Interim Lessee shall not assume such loss.

(g) (i) In the event that loss or damages have resulted from fire or other casualty to the units, common elements and limited common elements prior to closing, the notification to the purchasers in contract will be given within ten (10) days after the occurrence of the casualty.

(ii) Furthermore, Sponsor will notify the purchasers in contract within fourteen (14) days of such occurrence whether or not it will repair any damage resulting from a casualty prior to the closing of a unit:

(I) If Sponsor elects to repair such damages, it will do so as promptly as possible and restore the unit, common elements and limited common elements to substantially the same condition as prior to the casualty. In such a case, a purchaser will be required to make a good faith effort to extend the term of the commitment to enable the Sponsor to repair the damage but in the event that an extension is not obtained, the purchaser will be offered a right of rescission.

(II) If Sponsor elects not to repair such damages, it will notify Purchaser of its intention to terminate this Agreement and return to Purchaser all sums deposited hereunder (including advances made for upgrades, extras, or custom work, if

any) within ten (10) days, and upon such return, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other arising out of this Agreement and the Plan.

(See Section L, Subsection 38 in Part I of the Offering Plan.)

(h) If the closing delays more than six (6) months due to Sponsor/Seller's inability to repair the damages, Purchaser may also rescind the Purchase Agreement and receive the refund of downpayment, in addition to any other right of rescission granted to Purchaser under the Plan.

19. Broker.

The Purchaser represents to Sponsor/Seller that _____ is the only broker or sales agent with whom Purchaser has dealt in connection with this transaction and Sponsor/Seller agrees to pay the commission earned by said broker, if any, pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor/Seller for commissions by any broker, other than the above-named broker on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold free and harmless Sponsor/Seller from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the delivery of the deed.

20. Warranties.

(a) This Condominium Building shall NOT be subject to the Housing Merchant Implied Warranty under Article 36-B of the General Business Law of the State of New York. Under the relevant provisions, a housing merchant implied warranty shall mean that: (i) one (1) year from and after the warranty date (which is defined as the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home, in this case, the Unit, as a residence, whichever first occurs) the Unit will be free from defects due to a failure to have been constructed in a skillful manner; (ii) two (2) years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the Unit will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and (iii) six (6) years from and after the warranty date the Unit will be free from material defects.

(b) The Sponsor will assign to the Purchaser upon closing of title to his Unit and the Board of Managers upon the recording of the Declaration as applicable, warranties, if any, or manufacturers and subcontractors warranties relating to heating, electrical work, plumbing and appliances, as well as bonds relating to the Purchaser's unit of the common elements respectively, if any. Sponsor undertakes to do the above only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent such warranties and bonds are assignable. Subsequent to the conveyance of title to a Unit, Sponsor shall not be responsible for paint

touch-ups to a Unit, dented porcelain or formica chips. Sponsor has no obligation to make any repair to the Units or the common elements except as expressly set forth in a survival agreement or Exhibit B, if any, entered between the parties at closing. Inasmuch as the Condominium Building consists of more than five (5) stories, the Condominium Building will not be covered by the Housing Merchant Implied Warranty. Sponsor does not warrant materials or workmanship of each Unit or common elements except as stated in this Subsection.

(c) Notwithstanding any warranty transferred to the Condominium or unit owners, the Sponsor/Seller remains liable to perform the construction of the premises in accordance with the Plan and applicable law. Therefore, if there are any patent or latent defects in the construction of the Condominium Unit and the Common Elements or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship substantially at variance with the plans and specifications, Sponsor/Seller will cure such defects as promptly as possible, provided that it is notified of them in writing by certified mail within one (1) year from the date of the closing of title to the Unit in which the alleged defect exists, or in the case that such defect exists in the Common Elements, the date of substantial completion of such Common Elements, whichever later occurs, unless there is a latent defect due to faulty construction by Sponsor that could not be discovered within such timeframe.

(d) Purchaser should note that:

(i) No steps taken by Sponsor/Seller to correct a defect shall act to extend the warranty period.

(ii) Sponsor/Seller accepts no responsibility for any warranty obligation for incidental or consequential damage caused by any defect.

(iii) These warranties give Purchaser specific legal rights. Purchaser may have other rights under State law.

(iv) These warranties are extended to you as Purchaser and are not extended to any subsequent Purchaser and mortgage lender who takes possession of the Unit.

(v) These warranties shall be void if Purchaser misuses, abuses or otherwise interferes with or changes Sponsor/Seller's original construction or installations.

(vi) Sponsor/Seller is not responsible for any work or material ordered directly by Purchaser from Sponsor/Seller's contractors or suppliers.

(vii) These warranties are specifically in lieu of any other guarantee or warranty, express or implied including any warranty of merchantability.

(viii) The provisions of this Subsection shall survive the delivery of the deed.

21. Agreement May Not Be Assigned.

(a) Purchaser shall not have the right to assign this Agreement without the prior written consent of Sponsor/Seller and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Sponsor/Seller.

(b) With regard to consent to any proposed assignment of Purchase Agreement, the Sponsor/Seller and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law. (13 N.Y.C.R.R. § 20.3(ae)(3))

22. Counterparts and Binding Effect.

(a) This Agreement may be (i) executed in several counterparts, all of which shall constitute one and the same instrument, and (ii) delivered by telecopy, facsimile or in portable document format (PDF) by electronic mail (which shall be deemed an original for all purposes). This Agreement shall not be binding on Purchaser or Sponsor/Seller until a fully executed copy hereof has been furnished to Purchaser or his/her/its attorney.

(b) If this Agreement is not accepted within twenty (20) days from the date hereof by the furnishing to Purchaser or his/her/its attorney of a fully executed copy, this Agreement shall be deemed to have been rejected and cancelled and the Deposit (if paid upon execution hereof), with interest accrued thereon, if any, shall be returned promptly to Purchaser.

23. Notices.

All notices, demands or requests given or required to be given by either party to the other under this Agreement (Hereinafter collectively, the "Notices") shall be in writing and shall be sent by (i) a nationally recognized overnight courier service, (ii) delivered personally, (iii) delivered by facsimile transmission, or (iv) delivered by electronic mail, addressed as follows:

To Sponsor/Seller: 82 Management LLC
656 50th Street
Brooklyn, NY 11220
Attn: Li Zhu

With a copy to Lawrence Lixin Yang, P.C.
136-20 38th Avenue, Suite 3A-1
Flushing, New York 11354-4278
Attn: Lawrence Yang, Esq.
Tel.: (718) 886-7999

Fax.: (718) 886-7996
Email: lyang@lylawpc.com

To Purchaser: [Name]
Address:
Attn:

with a copy to: [Attorney for Purchaser]
Address:
Attention:
Tel:
Fax:
Email:

or to such other address as the parties may from time to time designate in a Notice. Any Notice shall be deemed given on the date one (1) day after same is sent by a nationally recognized overnight courier service, on the date personal delivery is made or the date of failure or refusal to accept or acknowledge delivery or on the date facsimile transmission is made, in each case, if delivery is made on a business day in New York City, New York. Seller and Purchaser acknowledge and agree that notices from the parties may be delivered by the respective counsel to the parties listed above.

24. Joint Purchasers.

The term "Purchaser" shall also mean "Joint Purchasers" when more than one (1) person are purchasers, in which case their obligations shall be joint and several.

25. Further Assurances.

Either party shall execute, acknowledge and deliver to the other party such instruments, including New York City Real Property Transfer Tax Return and New York State Combined Transfer Tax Return and Credit Line Mortgage Certificate, and take such other actions, in addition to the instruments and actions specifically provided for herein as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. Severability.

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

27. Strict Compliance.

Any failure by Sponsor/Seller to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor/Seller, notwithstanding and such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

28. Governing Law.

The provisions of this Agreement shall be governed by the laws of the State of New York without regard to conflict of law principles.

29. Waiver of Jury.

EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR IN CONNECTION WITH, OR RELATING TO, THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM WITH ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED.

30. Entire Agreement.

This Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them.

31. Certain References.

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein", "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions in this Agreement.

32. Successors and Assigns.

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

33. Captions.

The captions in this Agreement are for convenience and reference only and in no

way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

34. No Oral Changes.

This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by all parties.

35. Condominium Smoking Policy

(a) Upon commencement of the condominium operation, the Board of Managers of the Condominium shall, in compliance with the City of New York Administrative Code § 17-506.1. et al (Local Law 147) and the New York State Department of Law regulations, adopt a condominium smoking policy substantially in the form as Exhibit C hereto annexed.

(b) The condominium smoking policy is a material term of the Offering Plan and is incorporated into and form part of the Purchase Agreement. It must be incorporated into any agreement to rent a Unit or part thereof.

(c) The condominium smoking policy will be applicable to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

(d) This Subsection 35 shall survive the closing of title.

[SIGNATURES ON NEXT PAGE]

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

SPONSOR/SELLER:

82 Management LLC

By: _____
[Name]:
[Title]:

PURCHASER:

By: _____
[Name]:
[Title]:

ESCROW AGENT:

By: _____

EXHIBIT A

PERMITTED EXCEPTIONS

(a) Sewer, water, drainage, electricity, plumbing, heating, gas, telephone and other utility easements and consents, if any, granted or to be granted thereafter, including the right to maintain and operate lines, wires, cables, pipes, conduits, poles, and distribution boxes in, over, under and upon the Condominium.

(b) All easements set forth in the By-Laws and Declaration as they are subsequently recorded and in the Plan, and Purchase Agreement including:

(i) Easements in favor of the other Unit Owners to use the pipes, wires, conduits and public utility lines located in the common elements or in the Unit itself servicing each other Units and easements of necessity in favor of the other Units or the common elements;

(ii) Easements in favor of the Board of Managers, its agents, contractors and employees to have a right of access to the Units and to the common elements to inspect, maintain or repair or to make repairs to the Unit to prevent damage to the common element or any other Units;

(iii) Easements in favor of those Units having restricted use to portions of the common elements;

(iv) Easements for the continuance of encroachments on the Unit and on the common elements by other Units or portions of the common elements, now existing or hereafter occurring by reason of the settling or shifting of the Units, or by reason of the repair and/or restoration by the Board of Managers of the Units or the other Units or the common elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the common elements made by the Board of Managers, so that any such encroachment may remain as long as the Units stand;

(c) The standard printed exceptions in the title policy of the company insuring title.

(d) Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or policy powers over the premises.

(e) Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to use, and issuance of a permanent Certificate of Occupancy of the Building in which the Unit is located, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.

(f) Judgments against the insured or estates, interests, defects, objections,

liens, or encumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.

(g) Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps, or any other structure unless the title policy specifically provides that such titles, rights or easements are insured.

(h) Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

(i) The Purchaser has been served with a written notice of closing date thirty (30) days in advance and opportunity to inspect the Unit and other property subject to the Declaration.

(j) Rights of Tenants, if expressly provided for in the Purchase Agreement.

(k) Sponsor assigns any manufacturers' warranties with respect to equipment installed in the unit to the Unit Owner and assigns any warranties with respect to equipment installed in common elements to the Board of Managers.

(l) Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalks, elevators, fences, fire escapes, cornices, foundations, footings, and similar projections, if any, on, over, or under the streets or sidewalks abutting the property and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the property and retaining walls and the like, if any.

(m) The lien of any unpaid common charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

(n) Any other declaration or other instrument affecting the property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning, resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority.

(o) Any other encumbrance against the property other than mortgage or other lien for the payment of money, which does not prevent the use of the Unit or the Condominium or any part thereof for its prescribed purposes or render title unmarketable.

(p) State of facts shown on an updated and accurate survey of the land and any additional state of facts which a subsequent survey or personal inspection thereof would show, provided such facts would not prevent the use of the Unit or the Condominium or any part thereof for its purposes or render title unmarketable.

EXHIBIT B

FORM INSPECTION STATEMENT AND PUNCHLIST

82 REAL ESTATE CONDOMINIUM

FORM FINAL INSPECTION STATEMENT AND PUNCHLIST

Sponsor/Seller: 82 Management LLC

Purchaser: _____

Condominium Unit: _____

Anticipated Closing Date: _____

We/I, Purchaser(s) of the above-captioned unit, inspected the same on _____ and accepted the conditions thereof as currently exist except for the items listed below:

Location	Remarks
Master Room	
Bedroom 1	
Bedroom 2	
Living Room	
Bathroom	
Kitchen	
Common Elements and Others	

IN WITNESS WHEREOF, this Final Inspection Statement and Punchlist has been duly executed by the parties herein:

Sponsor/Seller:

82 Management LLC

By: _____
[Name]:
[Title]:
[Date]:

Purchaser(s)

By: _____
[Name]:
[Title]:
[Date]:

EXHIBIT C

82 REAL ESTATE CONDOMINIUM

SMOKING POLICY

Dated: _____

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the "Smoking Policy").

1. Definitions

(a) "Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

(b) "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

(c) "Tenant" means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

(d) "Unit Owner" means the individual(s) or entity owning a Condominium Unit in the Condominium.

2. Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

(a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

(b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

(c) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one

Unit and/or its Tenant.

(d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, any area within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

3. Penalties for Violations

(a) Every person who violates Subsections (a), (b) or (c) of Section 2 shall, for a first violation thereof, pay a fine of One Hundred Dollars ($100.00); for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

(b) Failure of any person to pay penalties as provided in this Section (a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

4. Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

5. Enforcement

(a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

(b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

6. Effective Date

This Smoking Policy is effective immediately.

Board of Managers
of
82 Real Estate Condominium

SECTION BB

MORTGAGE ADDENDUM

TO

PURCHASE AGREEMENT

By and Between

82 Management LLC

And

_____

Dated _____ 2022

For the Purchase of Unit #_____

82 Real Estate Condominium
935 57th Street
Brooklyn, NY 11219

1. Purchaser(s) hereby elects to use mortgage financing to finance a portion of the Total Purchase Price of the Unit and Purchaser(s) shall, within ten (10) days from the date of the receipt of a fully executed copy of this Agreement, submit a duly executed loan application to an institutional lender selected by the Purchaser(s) which engages in mortgage financing of residential real estate (Hereinafter the "Mortgage Lender") for a mortgage loan at the fixed prevailing rate of interest at the time of closing, and upon such other terms and conditions as are determined by the Mortgage Lender. Purchaser(s) acknowledges that the rate of interest, any predictions or representation of present or future interest rates which may have been contained in any advertising or promotion by Sponsor/Seller are not binding.

2. (a) Purchaser(s) shall promptly execute all instruments required to the Mortgage Lender and Purchaser(s) shall promptly comply with any and all requirements of the Mortgage Lender.

(b) (i) The Purchaser(s) must notify the Sponsor/Seller of his/her/its failure to obtain a written mortgage commitment, or his/her/its being rejected by the Mortgage Lender for a mortgage within seven (7) calendar days after forty-five (45) days as of the receipt of a fully executed copy of this Agreement.

(ii) If the Purchaser(s) receives a rejection letter from the Mortgage Lender, he/she/it shall submit a copy of same to the Sponsor/Seller. Purchaser(s) shall

then have the option to: (x) cancel the agreement, in which case the agreement shall be null and void, and Sponsor/Seller's sole responsibility shall be to refund the down payment plus accrued interest, if any, within seven (7) calendar days; or (y) waive the requirement that the Purchase Agreement be contingent upon obtaining financing.

(iii) If Purchaser(s) has not received any definitive written response, denying or approving his/her/its mortgage application from the Mortgage Lender, he/she/it may request additional time to obtain such a response, which Sponsor/Seller at his sole discretion may agree to. Should Sponsor/Seller not agree to such an extension, Purchaser(s) may cancel the Agreement or waive the contingency as provided for above.

3. (a) Only in the event that Purchaser(s) performs each and every item of his/her/its obligations as set forth in this Mortgage Addendum and fails to obtain a written commitment for a mortgage loan in the sum of $ _____, for a period of 15/30 years at the fixed prevailing rate of interest within forty-five (45) days from the date hereof, shall Purchaser(s) be entitled to a return of the down payment plus interest if any.

(b) Notwithstanding anything to the contrary in Subsection 3(a) of this Section above, Sponsor/Seller may elect, by sending written notice to Purchaser(s) within seven (7) calendar days after receiving Purchaser's notification as provided in Subsection 2 of this Section above, to secure other financing on behalf of Purchaser(s), provided said financing is in accordance with the terms of Subsection 1 of this Section above. In such case Purchaser(s) will still be responsible for the payment of any additional fee in connection thereof.

(c) If Sponsor/Seller returns to Purchaser(s) all of the down payment plus interest, if any, the parties shall be relieved of any and all obligations under the Purchase Agreement.

4. In the event Sponsor/Seller is not notified within seven (7) calendar days after the forty-five (45) day period, Sponsor/Seller shall have the right to:

(a) Cancel the Purchase Agreement by sending a notice within seven (7) calendar days thereafter to Purchaser(s) to that effect, and return the down payment plus interest, if any, or;

(b) Send no notice which will result in this Mortgage Addendum being null and void and the Purchaser(s) will be required to close under the terms and conditions of the Purchase Agreement on an all-cash basis.

5. Purchaser(s) should note that the financing commitment for Purchaser(s) of a Unit may have expiration dates prior to which closing of title to the Unit must occur, and the terms of the commitment may change prior to actual closing. If Purchaser(s)'s financing commitment lapses or expires prior to closing, and Purchaser(s) has made a good faith effort to extend the commitment, Sponsor/Seller must grant such Purchaser(s) a right of

rescission and a reasonable period of time to exercise that right as afforded under Title 13 NYCRR 20.3(o)(18).

6. Purchaser(s) shall be responsible for and shall pay all costs of obtaining the Loan, including, but not limited to, such expenditures as legal fees, documentary stamps, mortgage title insurance, tangible fees, recording fees, loan fees, points and discounts.

7. The Sponsor/Seller and/or Mortgage Lender are hereby authorized to make any inquiry and investigation as to Purchaser(s)'s character, reputation and financial responsibility. Sponsor/Seller assumes no obligation to Purchaser(s) and shall not be bound in any manner whatsoever should the Mortgage Lender fail to approve Purchaser(s) for the Loan or otherwise fail to provide the Loan.

8. If Purchaser(s) is other than an individual, such as a corporation, a partnership or a limited liability company, then Purchaser(s) shall be obligated to supply such guarantee or payment from the principals of Purchaser(s) as the Mortgage Lender or Sponsor/Seller may require.

9. PURCHASER'S FAILURE TO MAKE TIMELY APPLICATION TO THE MORTGAGE LENDER AND COMPLY WITH THE OTHER REQUIREMENTS OF THIS ADDENDUM WILL CONSTITUTE DEFAULT.

10. The terms and conditions of the Addendum are hereby incorporated into and made a part of the Purchase Agreement described above.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date and year first above written:

SPONSOR/SELLER:

82 Management LLC

By: _____
[Name]:
[Title]:

PURCHASER:

By: _____
[Name]:
[Title]:

SECTION CC UNIT POWER OF ATTORNEY

I (we), _____, with an address at _____, the owner(s) of Condominium Unit No.:___ known as 82 Real Estate Condominium covering the property located at 935 57th Street, County of Kings, City and State of New York, do hereby irrevocably nominate, constitute and appoint the members of the Board of Managers of 82 Real Estate Condominium and their successors, jointly true and lawful Attorneys-In-Fact, coupled with an interest and with the power, in my (our) name(s) and on my (our) behalf to acquire, in their own name or in the name of their designee by deed on behalf of all owners of Condominium Units in said property, any Condominium Unit whose owner desires to abandon the same, or which shall be the subject of a foreclosure sale or in lieu of a foreclosure sale or which shall be acquired or leased in connection with any Right of First Refusal or otherwise, pursuant to the Declaration and By-Laws of the Condominium as same may be amended from time to time, at such price and on such terms as my (our) said Attorneys-In-Fact shall, in their sole discretion deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Condominium Unit so acquired, at such terms as my (our) Attorneys-In-Fact may in their sole discretion determine, granting to my (our) said Attorneys-In-Fact the power to do all things in the said premises which I (we) could do if I (we) were personally present.

I (we) do hereby further irrevocably nominate, constitute and appoint the members of the Board of Managers of 82 Real Estate Condominium and its successors, my (our) true and lawful Attorneys-In-Fact, coupled with an interest and with the power, in my (our) names and on my (our) behalf to vote at any Unit Owners' meeting for, and to file an amendment to the Declaration of 82 Real Estate Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an Amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units as built or amending such Declaration to create any utility easements or to carry out any of the provisions of the Offering Plan of such Condominium.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand and seal this _____ day of _____, 2022.

_____

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of New York, 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 acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

SECTION DD UNIT DEED

THIS INDENTURE made the___ day of _____ 2022, between 82 Management LLC, a New York limited liability company, having an office at 656 50th Street, Brooklyn, NY 11220, party of the first part and _____, having an address at _____, party of the second part.

WITNESSETH

That the party of the first part, in consideration of Ten Dollars ($10.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece of parcel of real property (Hereinafter the "Property"), with the improvements (Hereinafter the "Buildings") therein contained, situate and being a part of the condominium at 935 57th Street, County of Kings, City and State of New York, known as and designated as Unit No.___ together with a(n) _____ undivided interest in the common elements of the condominium hereinafter referred to (Hereinafter the "Common Elements").

The real property above described is a unit (Hereinafter the "Unit") as defined in the Declaration of Condominium entitled 82 Real Estate Condominium made by 82 Management LLC under Article 9-B of the New York Real Property Law (Hereinafter the "Declaration"), dated as of _____ and recorded on _____ in the Office of the City Register of the City of New York, in City Register File No.: CRFN _____ and also designated as Block _____ Lot _____on the plans of the condominium prepared and certified by Benjamin B. Lam, Professional Engineer of Lam & Lam Engineering D.P.C. dated as of _____ and recorded in the Office of the City Register of the City of New York on _____ in City Register File No.: CRFN _____ as Condominium Plan No. _____. The land on which the Buildings are located is described as follows:

Property description attached as Schedule A.

The term "Unit" as used herein shall be construed to mean "Unit" as such term is used in Article 9-B of the Real Property Law of the State of New York and defined in Section 339-E of said Article.

TOGETHER with and SUBJECT to an easement for the continuance of all encroachments by the Unit or any adjoining Units or common elements now existing as a result of the alternation of the building or which may come into existence hereafter as a result of settling or shifting of the building, or as the result of repair or restoration of the building, or of the Unit, after damage or destruction by fire or other casualty or after the taking in condemnation or eminent domain proceeding elements made by or with the

consent of the Board of Managers, so that any such encroachments may remain so long as the building 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 other Units or elsewhere on the property and serving the Unit;

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 Units or in favor of other Units or common elements;

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the property and serving such other Units;

SUBJECT to the provisions of the Declaration and By-Laws 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 at any time any interest or estate in the Unit as though such provisions were recited and stipulated at length herein.

TOGETHER with the benefits, rights, privileges, easements and subjects to the burdens, covenants, restrictions, By-Laws, rules, regulations and easements all as set forth in the Condominium Documents filed and recorded as aforesaid.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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

The use for which the Unit is intended is for residential (or commercial, or community facility) use subject to the applicable governmental regulations and the restrictions contained in the Declaration.

This conveyance is made in the regular course of business actually conducted by the party of the first part.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the party of the first part has duly executed this Indenture, the day and year first above written.

In presence of:

82 Management LLC

_____

By: _____
[Name]:
[Title]:

STATE OF NEW YORK)
) ss
COUNTY OF _____)

On this __ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

Legal Description-Schedule A

The Unit known as Unit No. ____ (Hereinafter the "Unit") in the premises known as and by 82 Real Estate Condominium and located at 935 57th Street in the Borough of Brooklyn and County of Kings, City and State of New York, designated and described as Unit No. ____ in the Declaration establishing a plan for condominium ownership of the Building and the Land on which it is erected (Hereinafter the "Property"), made by 82 Management LLC. under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated as of _____, recorded in the Office of the City Register of the City of New York on the _____ day of _____, 2022, in CRFN No.: _____ (Hereinafter the "Declaration"), and also designated as Tax Lot _____ in Block _____ for Unit No. _____ on the Tax Map of the Tax Map Unit of Department of Finance, City of New York, and on the floor plans of the Building, certified by Benjamin B. Lam, Professional Engineer of Lam & Lam Engineering D.P.C., dated as of _____, 2022, recorded in the Office of the City Register of the City of New York on the___ day of _____, 2022 in City Register File No.: CRFN _____ as Condominium Plan No.____.

TOGETHER with a(n) _____ undivided interest for Unit No. _____ in the common elements of the Property (Hereinafter the "Common Elements").

AS TO BASE LOT 65:

ALL THAT certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street, distant 272 feet easterly from the corner formed by the intersection of the northerly side of 57th Street with the easterly side of 9th Avenue;

RUNNING THENCE northerly parallel with 9th Avenue and part of the distance through a party wall, 100 feet 2 inches to the center line of the block;

THENCE easterly along said center line of the block and parallel with 57th Street, 28 feet;

THENCE southerly again parallel with 9th Avenue, 100 feet 2 inches to the northerly side of 57th Street; and

THENCE westerly along the said northerly side of 57th Street, 28 feet to the point or place of BEGINNING.

SAID PREMISES being known as and by the street address 935 57th Street, Brooklyn, NY 11219.

Block 5687
Lot _____
County of Kings

SECTION EE

82 REAL ESTATE CONDOMINIUM

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

February 3, 2022

Prepared by
Benjamin B. Lam, P.E. Lam
& Lam Designs D.P.C.
112-45 Roosevelt Avenue
Corona, NY 11368

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

A. Location and Use of Property

This property and its residential and community use are permissible with NYC Zoning Resolution ZR 22-10 use requirements and the Permanent Certificate of Occupancy will be obtained by the Sponsor prior to unit closing.

(1) Address: 935 57th Street Brooklyn NY 11219

(2) Block: 5687 Lot: 65

(3) Zoning: R6

(4) Proposed one zoning lot containing one four (4) stories with penthouse & cellar floor building. The proposed uses for building are eight (8) class 'A' dwelling units, two (2) community facility units and are incompliance with permissible uses.

B. Status of Construction

The building is classified as II-A construction class, 1-Hour protected, Non-Combustible construction for primary structural frame, bearing walls, and floor construction, as described under Table 601 of the 2014 NYC Construction Codes. Structural frame, floor construction and non-bearing interior walls shall be 1 hour minimum protected. Proposed bearing walls, unit separation walls, stair enclosure and corridors shall be 2 hours protected. The building is located inside the fire district and exterior load-bearing walls shall be 2 hours protected assembly at the side property. Front and rear non-load bearing wall shall not require to be fire protected as described under Table 602 of the New York City 2014 Building Code. Construction started, under approved Alt-I application No. 321644663; and an initial work permit was issued on 03/04/2019. All work including general construction, heating, ventilation, plumbing, and electrical work. Construction started on 03/04/2019 and construction completion date was on June 2021. Alteration type 1 to meet new building requirements and part of existing foundation wall to remained. The existing structure was erected in 1930.

The building is a Quality Housing project have been met per Zoning Code of the City of New York, in which size of unit, double glazed windows, daylight corridors, planting area, street tree, of the building is in compliance. There is no refuse storage and disposal, laundry facility, recreation space, screening and parking requirements inside the building which are not applicable for this building.

Alt 1 #: 321644663 for alterations, fence, plumbing and sprinkler work is 99% completed;

Alt 2 #: 321908129 for installation of structural system is 100% completed;

Alt 2#: B00401716 for boiler work is 99% completed;

Alt 2 #: 321074412 for Fire Alarm work is 99% completed;

Alt 3 #: 321578468 for Builder's Pavement Plan 100% completed;

Note: Sponsor to provide permanent Certificate of Occupancy prior to closing.

C. Site:

The size of the lot is 2,800 S.F. One building is containing eight (8) class 'A' dwelling units and two (2) communities facilities units.

The site is at the Northwest side of 57th Street and 9th Avenue. 57th Street and 9th Avenue is a public street with two-way traffic. There is existing one (1) street tree, no catch basin and no light pole on public sidewalk in front the property. Existing sidewalk and curbing are being replaced with new concrete paving as per pavement plan filed with and approved by the Department of Transportation.

The new sidewalk is in conformity with local fire district, town, building code. Curb cuts and ramps aprons are not available on this property.

D. Utilities

Water Supply: There is one existing 8-inch city water main at 57th Street serviced by New York City Water Board. A new 4 inch Sprinkler & a new 2 inch Domestic tap connection will be made to the building. No water pumps or water storage tank to be installed. Total of one water meter, will be installed, and water will be billed to the condominium as a common expense by the New York Water Board in accordance with the water meter reading based on actual consumption.

Sewer: There is an existing city owned 12 inch Combined Sewer at 57th Street is currently maintained by New York City Sewer Dept. A new 6 inch combined house connection will be made from the city sewer to the building. The condominium is responsible for repair of any damage to this sewer connection. There will be a rental charge for the sewer connection to this street sewer, and the sewer rents will be paid to the City of New York. All sewer permits have been obtained.

Gas: National Grid will provide the service of gas usage. There will be existing two (2) & eight (8) new gas meters; of total ten (10) gas meters, one (1) meter for each residential dwelling unit and one (1) meter for each community facility to measure the consumption of gas for heating and/or cooking.

Electricity: Con Edison Co. will supply new electric service through above ground conduit to an electric main in cellar. one (1) new meter for each residential dwelling unit and one (1) new meter for each community facility, and one (1) new meter for the common elements to measure the consumption of electrical usage for lighting and/or A/C. The total number of new meters is eleven (11).

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

E. Sub-soil Conditions

The soil boring was performed by Indardeo Parbhunath, P.E., dated 08/31/2017. Based on boring data; the sub-soil is adequate to support the building. The building is not located in a FEMA flood zone. There did not appear to be any danger from flooding, either due to water table in the area or an overflow from other bodies of water. There were no signs of potential mudslides or erosion, uneven foundation movement or settling, moisture or seepage or ground water infiltration observed.

There is no environmental site issue such as hazardous materials, environmental restrictions. E-Designation as per zoning, and/or easements.

F. Landscape and Enclosures

There is no grass area in the front of the building along 51st Street. There is no gate or low brick wall provided. There is one existing street tree on sidewalk in front of the building. A retaining wall from cellar to grade level have been provided at cellar rear area way.

G. Building Size

The total perimeter building wall height measures from grade level to the top of roof is 54.08 feet, which is permitted in the R6 zoning district. The building is legally established as four story & Penthouse with Cellar floor. The ceiling height of cellar is 8'-0", first floor to 4th floor & Penthouse floor is 8'-2". The parapet height from finished surface of roof is 3'-6".

The equipment room use for boilers and hot water heaters, electric meters, water meter, sprinkler and gas meters room are all located on cellar floor.

H. Structural System

Foundation: New typical 24 inch reinforced concrete foundation wall with #5,6 & 7 rebar at 12 inch vertical and horizontal; with pour in concrete bearing minimum normal weight 4000 psi concrete. Part of the existing concrete foundation shall remained at exposure #1 & 2 (front and north side foundation wall) and no repair required. Water proofing membrane & vapor barrier and R-10 continuous insulation are installed for waterproofing & insulation.

Proposed new foundation matches with neighbor's foundation. Therefore, Underpinning is not applicable. Cellar floor to be construct with 4" concrete floor slab, 4 inch x4 inch W1.4 welded wire mesh, 0.6 mil. polyethylene moisture barrier.

Floor: The typical floors are of 1½ inch 22 gauge composite metal decking with 2½ inch light weight concrete fill (total 4 inch floor slab) with 6x6 W.W.F. 2 hour fireproof rated (UL-G552) and 55 STC of underlayment pad in compliance with impact noise requirements.

There is no ground water observed on the boring test done by Indardeo Parbhunath, P.E., dated 08/31/2017, therefore no sub-grade drainage system will be provided.

(1) Exterior of Building:

(i) Existing Walls: Existing building front concrete foundation wall in the cellar shall remain. Existing north side party wall consists of concrete foundation in the cellar and masonry units from first floor to second floor shall remain.

New Walls: New footing shall be embedded to the existing footing at front wall and north side party wall to form independent supporting wall for the new 8 inch concrete fill-in fully grouted concrete block added adjacent to the existing walls with new 4 inch brick masonry walls; install 2½ inch metal channel and 2 inch sound attenuation insulation, R-13 continuous insulation U factor 0.062 and ½ inch Gypsum Board interior; with typical sound rating 55. New exterior walls assembly shall consists of aforementioned with the exception of the existing condition.

(ii) Windows: Manufacturer by "Crystal Windows & Doors", Double hung windows; Aluminum frame with double-glazed with precast stone lintel and vinyl wire screen. All windows shall be caulked with clear silicone II caulk from the exterior. Size and location of Windows comply with light and air requirement as per Code. Meeting or exceeding NYS Energy Code minimum requirements with 5 years warranty from manufacturer.

(iii) Landmark status: None.

(2) Parapets and Copings: Constructed of 4 inch brick, 8 inch block, and copingstone walls. There will be no roof metal work.

(3) Chimneys: 12 inch Type B double walled chimney located on cellar fl to the roof, which runs along the rear exterior wall. Standard New York City Approved Type-B Metal chimney.

(4) Balconies & Terraces: There will be balcony for each residential unit at 3rd & 4th floors. All balconies will be constructed with steel and concrete on top of metal decking. There will be 3 feet and 6 inches high balcony vertical steel railing with no-ladder affect. The soffits are white vinyl. The floors are concrete with ceramic tile finish. Each balcony and 2nd floor roof terrace shall be accessed with 54" x 80" aluminum frame glazed glass sliding door with brick mould and 4th floor roof terrace shall be access with a single swing aluminum frame glazed door; manufactured by 'Crystal Windows & Doors', aluminum frame with double glazed with metal flashing and door weather stripping. All doors shall be caulked with clear silicone II caulk from the exterior, and provide perimeter edge drip grooves for proper drainage.

All private roof terraces shall be limited common element and roof top shall be common element hence for maintenance access only. Private roofs and roof top shall be guarded by 3 feet 6 inch high parapet topped with stone coping. Construction for all roof deck finished material shall be appropriate for roof terrace daily foot traffic. Refer to section H.7 Roof and Roof Structure for roof finish material.

The following are locations of private roof terraces;

2nd floor private roof terrace at the rear is allocated and access for residential unit #2A and community facility units. The terrace shall be divided with a 6 feet high chain-link fence with a double door to separate the private terrace and community facility roof equipments. Community facility owner shall access their roof equipments via a wall anchored ladder extend from cellar level.

Penthouse front private roof terrace shall be fully allocated and accessed for residential unit #4C. Penthouse rear roof shall be common element for maintenance access only. Residential unit #4C shall have access to penthouse rear roof for maintenance only.

The Condominium Board of Managers will have unlimited access to all areas of the roof for the purpose of making inspections or repairs. The Condominium Board of Managers will have the financial responsibility for roof repair. All owners of units shall have financial responsibility for the repair of roof terraces. The Board of Managers shall have the power to decide the nature, appropriateness and timing of all roof repairs. The owners of units shall have the power to decide the nature, appropriateness and timing of all repairs to roof terraces.

In the event that the owners of units wish to do any construction on the roof, the Board of Managers shall have the power to regulate one or more of the following aspects of that construction: (a). time periods during which work is permitted; (b). the manner in which construction debris would be handled; (c). measures which must be taken to prevent compromising of the security of the building during construction; (d). the interruption of services during construction; (e). Liability insurance for contractors during construction.

(5) Exterior Entrances: The main residential on 1st floor, 1st & cellar floor community entrance to the building, cellar floor. Vestibule door are all installed with stainless steel door and door frame with aluminum deadbolt lock on the ground level, manufacturer by "Crystal Windows & Doors" with 5 years warranty.

There will be Florence Corporation SKU#12506HA series recessed mounted mailboxes on right side entrance hallway by the front entrance of the building on 57th Street.

All entrances will be lighted sufficiently by wall mounted incandescent light on each side of the entrance door.

The Entrance on 57th Street with 9 steps up from grade constructed with concrete filled with granite on top with 3 feet 6 inch high stainless steel railing. A handicap LULA Passenger Elevator is provided on grade level to 2nd floor residential unit and cellar & First floor community facility units on 57th Street.

(6) Service Entrance: None.

(7) Roof and Roof Structures:

(i) All roof construction: Installed with 1½ inch 22 gage composite metal decking with 2½ inch light weight concrete fill (total 4 inch floor slab) with 6x6 W.W.F. The roof insulation is 1½ inch rigid insulation and with an "R" value of 38, with one coat of "Buldog" heavy duty flashing cement then a layer of "Firestone" roof membrane and topcoat with aluminum coating finish shall be applied on top of the insulation. Topcoat with aluminum coating shall be the finish material for all roof terrace surfaces including roof terraces for units 2C and 4A for both occupied and unoccupied. Refer to section H.4 Balconies for finish material. All roof terraces finished material shall be appropriate for daily foot traffic with Firestone topcoat aluminum finish. Roof pavers are not required. Unit owners will require condo board approval prior to roof pavers installation.

The metal base and aluminum counter flashing around the parapets and the walls at the roof are provided.

"Please be advised, the sponsor is not providing a NDL Manufacturer's 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 & replacement of the roof membrane may be anticipated and therefore should be budgeted for."

(ii) Drains: All drains will be 3-inch drains. Roof area will be pitched at a minimum slope of approximately 1/4 inch per foot and drained vertical roof drains. The run-off from the roof areas and bulkheads will be transported via, internal cast iron leaders to storm drain which leads to the existing street combined sewer. The followings shall be exterior drain locations; (1) one roof drain on top of roof floor & secondary roof drainage by using scupper gravity drain to Penthouse floor roof terrace, (4) four on Penthouse floor roof terrace and (2) two roof drains on 2nd floor roof terrace. There will be (2) two area drains in the cellar level community facility unit one in front of the entrance & one at rear of the area way. The following shall be interior floor drain locations; (1) one inside of elevator shaft, (1) one in sprinkler room and (1) one in boiler room. All drain materials shall conform to the standards of the New York City 2014 Plumbing Code.

(iii) A skylight of 49 1/4" x 59 1/4" manufacture by "Birdview Skylights", model #: CMG5060 with glass glazing and aluminum framing shall be installed at egress stair bulkhead. Roof top areas are common areas, and other structure or enclosure on roof are approval from Building Department and City planning department. The expected useful life of the roof is about twenty-five years.

(iv) The Bulkheads shall be constructed with 8 inch concrete block with waterproof paint.

(v) The metal vertical ladder installed along the bulkhead wall shall be access for stair bulkhead maintenance only.

(vi) There are no current antennae, cell-phone towers, satellite dishes nor lighting protection equipments at rooftop. Rooftop access is designed in compliance with 2014 NYC Fire Code, section FC 504.4. Rooftop access is for maintenance only.

(8) Fire escapes: None.

(9) Yards and Courts: There is 2.17 feet front yard on 57th Street to be paved for building access.

(10) Interior Stairs: There is interior stair located on the right (southeast) side of the building on 57th Street access to 1st floor through roof. The stair hall is constructed of 8 inch concrete block having minimum two-hour fire rating. The stairs are constructed of steel railing, steel stringers, risers and treads filled with concrete. The stair is straight run type having floor platform at sides for egress from each apartment unit. The interior stairs are made of steel and filled with concrete. Doors to staircase from cellar to roof are 1¾ hour fireproof metal door with metal door frame as per fire safety standards. Interior accessory spiral staircase in Apt 4C shall be constructed with steel in accordance with 2014 BC.

(11) Interior doors and Frames: All interior doors and frames are solid wood except hollow metal door at entire staircase and entrance doors to each condo units, having min. one and half hour fire rating with self-closing door closers, including those located at the public halls and corridors. The interior doors and frames for bedroom and bathrooms are wood.

(12) Elevators: There is One (1) Orion LULA Passenger Elevator. Manufacture and Model is K & J Lift, Inc., 1400 LBS equivalent of 7 Persons with one (1) year warranty, 5 HP motor, and machine room installed in cellar fl inside mechanical room. The Elevator Hydraulic type shall have push button automatic control and automatic Two-Speed Doors. The Elevator served Cellar, Ground Floor, First Floor and Second Floor.

(13) Elevator Cab wall finished with stainless steel and raised panels, ceiling with stainless steel, polymer/plastic floor in wood pattern installed, (4) recessed lighting with stainless steel finished. Audio signaling when the alarm button is pressed for alarm system and safety brake with slack rope safety switch for safety system.

Sponsor will not procure a maintenance contract and inspection for the Elevator.

I. Auxiliary Facilities

(1) Laundry room: there is no laundry room provided.

(2) Refuse disposal: Residential and community facility tenants shall store the disposal in the rear yard by the area way. NYC Sanitation Department pickup schedule for garbage is on Monday and Thursday. The recycle schedule pickup is Thursday. A private carting company must be contracted if NYC Sanitation Department does not pick up refuse collection for community facility units.

Refer to item H.4 for roof terrace.

J. Plumbing and Drainage

(1) The water pressure Water Supply: Domestic water is supplied by 4 inch schedule 40 iron service pipe from a city 8 inch water main in 57th Street. The water shut off and backflow preventer is inside water meter room in cellar. Water usage is billed according to a water meter. The material of water pipes is brass with Tundra Plus 7/8" self-sealing insulation.

(2) Fire Protection System:

(i) Sprinkler System: The building shall be fully automatic wet-pipe Fire Sprinkler system and shall be provided from Cellar through the Penthouse floor & bulkhead floor. The Wet Sprinkler System shall be concealed Sprinkler Heads with heat element temperature of 155°F and maintenance service by Sprinkler Co.

(ii) Siamese connection: Provided 4 inch Siamese connection 18 inch above grade on 57th Street.

(3) Water storage tank(s) and enclosures: None.

(4) Water pressure: The water pressure was tested on October 25th 2017 by DEP taken on the north side of 57th Street 1st hydrant east of 9th Avenue was 48 psi. The residual pressure at this point was 46 psi when 500 gallons of water per minute were flowing from the north side of 57th Street. It is adequate for the building usage.

(5) Sanitary Sewage System: The sanitary house drain, house trap and house sewer are on the Cellar. First floor through Penthouse Floors are connected by gravity to a 6 inch cast iron building main drain pipe tied to 12 inch city owned combined sewer line on 57th Street which elevation is approximately 6 feet below cellar floor level. And there is no catch basin in front of the property. The materials of all sewage pipes are 3 inch & 4 inch cast iron pipes for all units.

(6) Permit(s) required: Refer to section 'U. Permits and Certificates' for required permits.

(7) Storm Drainage System: The storm drainage system will be gravity type connected to municipal combination storm and sanitary sewer on 57th Street. Storm piping will be cast iron throughout. No hub piping and galvanized steel pipe will be used above grade. Cast iron service weight pipe with mechanical joints will be used below grade. Schedule 40 galvanized steel pipes will be used for sump pump discharge piping. Storm drains will be located at terraces and roofs. The system will be adequately sized. Storm piping that cannot drain by gravity will be connected to sump pump system. There will be submersible sump pump in the elevator pit area. (Manufacture: Stancor, model: SE-50, EF 60% with (1) one year warranty.)

K. Heating

The Heating system is adequate to provide heat in sufficient amount to the residential units maintain indoor temperature at 72 degrees. The calculation based NYC LaGuardia an average weather at 15 degrees in winter time and 89 degrees in Summer time.

There are eight (8) boiler space heating systems manufactured by Williamson (Model No. GWA-070-N-T, Natural Gas Hot Water Boiler, input 70,000 BTU/HR with a heating capacity of 58,000 BTU/HR) 83% efficiency type AFUE will be provided for each individual residential unit. All boilers are equipped with built-in thermostat for temperature control. There are total of eight (8) boilers to be placed in a boiler room on Cellar floor. Cellar & First floor community facility units shall be installed with Electrical Split Systems for space heating system with air conditioning by Sponsor.

Community Facility Split System					
Unit	Location	Manufacture & model (or equivalent)	Cooing (BTU)	Heating (BTU)	SEER
Condenser unit (outdoor)	1st Fl Roof	Cooper & Hunter CH-HYP28MSPH-230V0	27,000	28,000	22
Split unit (indoor)	CF units	Cooper & Hunter CH-D12MSPHWM-230M	12,000	15,000	22.5

One U.S. 40 gallon Automatic Gas Water Heater System manufactured by A.O. Smith Energy Saver (Model No. XCG-50 400) will be provided to each individual Residential Unit, and one U.S. 50 gallon Automatic Gas Water Heater System manufactured by A.O. Smith Energy Saver (Model No.XCG-50-400) will be provided to each individual Community Unit. All eight (8) Hot Water Heaters for residential units and two (2) Hot Water Heaters for community facilities are placed in boiler rooms on Cellar floor.

There will be one year manufacturer warranty on boilers and hot water heaters.

The Sponsor will put in an electrical baseboard to provide a minimum amount of heat to prevent pipe freezing and an undue heating cost in adjacent common elements.

The radiators will be sheet metal baseboard. Piping will be Type L copper tubing with one-inch insulation of fiberglass or equivalent valves.

L. Gas Supply

The fuel will be natural gas. The gas will be provided by National Grid Gas Company and be used for space heating, cooking and hot water heating. There are 10 gas meters in cellar each with 2 inch gas piping scheduled 40 steel screwed to malleable iron fittings.

M. Air Conditioning

No air condition will be provided for residential units. The maintenance of the air conditioning equipment will be the responsibility of the condominium owner. There will be no central air conditioning in the residential Units. Residential unit owners may install air conditioner manufactured by LG model LW8017ERSM, 8,000 BTU Energy Star with 115 voltage, 660 wattage, and 6.2 amperage or equal. Cellar & First floor community facility units shall be installed with Electrical Split Systems for space heating system with air conditioning by Sponsor.

N. Ventilation

Each kitchen provided with 190-730 cfm/1600 RPM Sakura Model #R-8168F30HS kitchen exhaust fan vent to the roof. The toilets without windows will be by means of 50 cfm exhaust fan with 6 inch flexible duct to main exhaust vent to the roof opening with rain cap. The noise emission rating for the mechanical ventilations shall be in accordance with New York City Codes. The boiler rooms will have louvers provided to the exterior through metal duct for ventilation. All other room is provided with window for natural ventilation. Gas meter room is provided 12"x12" opening for Fresh Air Intake on Cellar floor.

O. Electrical System

All electrical wiring be installed are in accordance with the requirements of the City of New York, Electrical Control Bureau and the New York Board of Fire Underwriters. The electric service main underground from Con Edison main is located in the street. The building will have a 120/208-volt, three phase service connected to the main switch panel to be located in the cellar by the meter room. There will be total of eleven (11) electric meters for (8) residential units (1 each), (2) community facilities and (1) for common area usage. Each individual unit is fed from 100 amperes, 120/208-Volt, 1-phase 3-wires service. Each unit electrical system is adequacy to handle modern usage and appliance such as air conditions, dishwashers, and electric dryers. All electrical fixtures and convenience outlets were installed in accordance with the N.Y.C. Electrical Code including separate outlets for air conditioning equipment. The amount of incoming electric service will be 200 Amps 3 phase. No generator is provided. Service to cellar community facility: 200 amperes, 120/208-Volt, 3-phase,3-wiresservice. Service to first floor community facility: 200 amperes, 120/208-Volt, 3-phase 3-wires service.

Number of Outlets per Room

Unit No.	Living Room		Kitchen		Bathroom	1 Bedroom		Bedroom 2		Master Bedroom	
	Conv.	AC	Conv.	Ref		Conv.	AC	Conv.	AC	Conv.	AC
2A	4	1	2	1	2	4	1			4	1
2B	3	1	2	1	1	4	1				
3A	3	1	2	1	1	4	1				
3B	3	1	2	1	1	4	1				
3C	3	1	2	1	1	4	1				
4A	3	1	2	1	1	4	1				
4B	3	1	2	1	2	4	1			4	1
4C	3	1	2	1	1						
PENT	3	1	2	1	1	4	1	4	1		

Lighting fixtures will be provided in all condominium units, public halls, stairways, vestibules and utility rooms. Each residential unit will be furnished with one Hampton Bay Flush mount ceiling incandescent lighting fixture for each of the Living room, Dining area, Kitchen, Bedroom and hallway. Bathroom and Kitchen has a Hampton Bay flush mount ceiling incandescent light.

The Common Area, Public Hallway and Public Stairway will be provided with Hampton Bay flush mount ceiling incandescent light.

Electrical is adequate for modern usage.

Number of phone and cable jacks in All Units

Residential unit		

	Phone Jack	Cable Jack
Living Room	1	1
Dining Room	N/A	N/A
Kitchen	N/A	N/A
Bathroom	N/A	N/A
Bedroom 1 & 2	1	1
Master Bedroom	1	1

P. Intercommunication and/or door signal systems

Audio Intercom system by "Hangor" Model #: HJ-2000KT72 will be provided in main entrance on 57th Street, and door signal system will be provided for each unit. There will be no security closed circuit TV, or Public Television reception facilities in the building.

Q. Public Area Lighting

Public area facing 57th Street has exterior wall lantern, white finish with clear glass shade, SKU 252 552, and illumination levels conforming to the Building Code, Fire Code and Energy Code requirements.

R. Garage and Parking Areas

There is no car parking space or parking garage.

S. Swimming Pool

None.

T. Tennis Courts, Playground and Recreational Facilities

There are no tennis courts or playgrounds.

U. Permits and Certificates

The following permits listed are required with their respective agencies: Department of Buildings:

(1) Alteration Construction Permit; issued on 03/04/2019

(2) Plumber's Affidavit and Permit; issued on 03/27/2019

(3) Sprinkler Permit issued on 09/21/2020

(4) Boiler Permit issued on 09/20/2020

Department of Transportation:

(1) Roadway Paving Permit: issued on 08/21/2020

(2) Sidewalk Paving Permit: issued on 08/21/2020

(3) Curbside Repair Permit: issued on 08/21/2020

Department of Environmental Protection:

(1) Sewer Connection Permit; issued on 11/18/2019

(2) Water Tap Permit; issued on 11/18/2019.

All recurring inspections to be done after the building are in operation as following:

Sprinkler system

Backflow preventer

Fire alarm system

Elevator

NFPA 80

V. Violations

At this time, there are no violations outstanding.

W. Unit Information

Occupancy: The total number of condominium units contains eight (8) residential units on 2nd floor and above and one (1) community unit above grade on 1st floor with maximum 17 occupants and one (1) community unit below grade on cellar floor with maximum 13 occupants and sponsor will provide (2) finished toilets each on both cellar & first floors. The building contains the residential rooms based on New York City Zoning Resolution as follows:

Residential Unit/Room Schedule

The number of rooms was calculated by counting each bedroom as one room, the kitchen as a room, the living room as a room bathroom as a half room.

Residential Unit			
	No. of Apt.	No. of Bedrooms	Total No. of Rooms
2 FL	2A	2	5.0
2 FL	2B	1	3.5
3 FL	3A	1	3.5
3 FL	3B	1	3.5
3 FL	3C	1	3.5
4 FL	4A	1	3.5
4 FL	4B	2	5.0
4 FL	4C	NA	2.5
PENT. FL	4C	2	2.5
Total:	8 units	11 bedrooms	32.5 rooms

Abbreviations:

AT -Acoustic Tile	CT -Ceramic Tile
CONC. -Concrete	C -Carpet
PTD -Painted A layer Benjamin Moore super hide latex primer 2 layers Benjamin Moore linen white semi-gloss	GWB -Gypsum Wall Board
V -Vinyl	VT -Vinyl Tile
VGB -Vinyl Covered Gypsum Board	M -Marble
W -Wood Floor ¾" Bruce Plano Oak Marsh, 15yr Warranty	

(a) Finished Material Used:

Note: No materials containing asbestos are to be used in this construction.

Location	Sub-Floor	Floor	Walls	Ceiling
Living/Dining Room	Conc.	CT	PTD GWB	PTD GWB
Bedroom	Conc.	W	PTD GWB	PTD GWB
Kitchen	Conc.	CT	CT/ PTD GWB	PTD GWB
Bathroom	Conc.	CT	CT/ PTD GWB	Drop-in GWB

All Unit Floors:

(a) Bathroom Fixtures:

Toilet (for all units) Make: Western Pottery No.822T8HP Bathtub (for all residential units) Make: ALOHA model#011-3672-00

All bathrooms will have the following:

1. Ceramic tile floors
2. Walls will have ceramic to ceiling
3. Vitreous China water closet tank and bowl
4. Top vanity with porcelain lavatory with faucet;
5. Medicine cabinet with mirror, towel bar, soap dish at tub and toilet paper holder

(b) Kitchen Equipment:

Gas Range (for all residential units) Kitchen Countertop (for all residential units) Make: Whirlpool, Model: W3CG3014XS Black Color with Marble Finished Refrigerator (for all residential units) Kitchen Cabinet (for all residential units) Make: HAIER, Model: HRO16N3BGS Dark Red Color with Hamca Manufacturer Kitchen Sink(for all residential units) Make: Elkay, Model: CR2522

X. Finish Schedule of spaces other than units

Location	Sub-Floor	Floor	Walls	Ceiling
1st Floor & Cellar Floor:				
Community Facility Room	Conc.	Conc.	Primer paint	Primer paint
Lobby	Conc.	M	PTD GWB & M	PTD GWB
Hallway	Conc.	M	PTD GWB & M	PTD GWB
Stairway	Conc.	Rubber	PTD	PTD
Typical Residential Floor:				
Hallway	Conc.	CT	PTD	PTD GWB
Stairway	Conc.	PTD	PTD	PTD
Mechanical Chute	Conc.	CT	PTD	PTD GWB
Cellar Floor:				
Boiler Room	Conc.	Conc.	PTD	PTD GWB
Gas Meter &Sprinkler Rm.	Conc.	Conc.	PTD	PTD
Mech. & Elect. Meter Rm.	Conc.	Conc.	PTD	PTD GWB

Y. Safety and Warning Devices

Fire Alarm central station is installed in electrical room in cellar, one carbon monoxide detector and one hot wire smoke detector will be installed in each room inside unit apartment as required by Building Code and Fire Code. Carbon monoxide detector and hot wire smoke detector in Common hallway is not required by code. Fire or Smoke safety devices will be installed by future community facility tenant fit out.

Z. Additional Information

SPECIAL RISK SECTION: "Please be advised, the sponsor is not providing a NDL Manufacturer's 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 & replacement of the roof membrane may be anticipated and therefore should be budgeted for."

PERMITS & CERTIFICATES: Architectural Plans have been approved by appropriate local agencies, namely, the New York City Department of Buildings.

COMMON ELEMENTS: The common elements of the property are all areas of the land and

building less the deed description of the sum of the individual units. Examples of common elements are the land, foundation, walls, floors, roof, halls, stairs, entrances, exits, refuse, meter, and boiler rooms. All installations for services such as power, light, telephone, hot and cold water, sewer, including all pipes, ducts, wires, cables and conduits used in connection therewith, whether located in the common elements or in the units, and all other mechanical equipment are common elements. In general, all parts of the property for common use or necessary or convenient to the existence to the existence, maintenance, or safety of the property are common elements.

THE UNIT: The unit consist of the area contained within the horizontal boundaries of the unexposed surface of the sheetrock on the outside walls of the building, and the unexposed surface of the sheetrock on the walls separating such unit from the other units or the limited common elements, and within the vertical boundaries of the top of the floor to the exterior bottom surface of the ceiling of each unit. All walls inside the unit are part of the unit and walls beyond the unexposed surface of the sheetrock on the outside walls or on walls beyond the unexposed surface of the sheetrock on the outside walls or on walls adjoining other units or common elements are common elements. Doors, windows, and air conditioner sleeves, which are open or extend from a unit, shall be deemed part of the Unit. All floors and ceilings are common elements.

aa. Independent engineer

The quality control person is: Xiucheng Li, P.E.

bb. Further Development

There is no anticipated further development.

cc. Asbestos

No Asbestos material will be used through the entire building, less than 10 square feet of existing roof flashing around the chimney was removed. Refer to asbestos report in the Exhibit.

dd. Lead-based Paint

No lead-based paint will be used through the entire building. All existing partitions with paint are fully removed and install with new. Refer to Part I Special Risk #50 for disclosure.

ee. Compliance with Local Law 58

There are two (2) handicapped adaptable community unit in cellar and first floor and two (2) handicapped adaptable residential unit on 2nd floor. The building main entrance is handicapped accessible and is in accordance with Local Law 58/87 and ANSI.A117.1-2009.

ff. Warranties

The condominium units are covered by section 777-a of the General Business Law, the Housing Merchant Implied Warranty. Said law provides a one year warranty that the condo will be fee of defects due to a failure to have been constructed in a skillful manner; a two year warranty that the plumbing, electrical, heating, cooling and electrical systems of the home will be free from defects due to a failure by the builder to have such systems installed in a skillful manner, and a six year warranty that the home will be free from material defects. Individuals should seek legal advice regarding the meaning and interpretation of said law.

Special Risks:
Balconies and terraces may not be used for any type of occupancy including but not limited to: dining, sleeping, living room, recreation room, office, storage, etc. To do so may result in a violation against the building being issued by the Buildings Department.

Unit Owners must notify the Managing Agent in writing when a Child or Children under the age

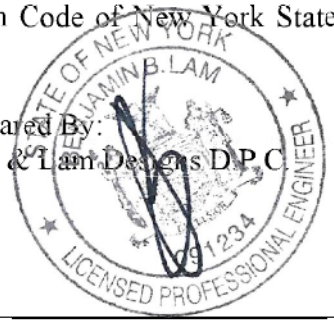
of Eleven (11) years lives or resides (even temporarily) in the Unit. Each Residential Owner shall install at Residential Owner's expense, the required Window Guards in all windows of the Unit and shall not remove them until permitted by law in an event, without the full knowledge of the Managing Agent.

Documents to be transferred to the Condominium Management shall include the followings:
Final as-built drawings, e.g. structural, mechanical, electrical, plumbing, approval shop drawings;
Operation & Maintenance manual for mechanical equipment;
Electronic system manual;
Equipment Warranties;
NDL Manufacturer's Roof Warranty;
Major equipment start-up sheets;
Original Test & Balance Report for HVAC system;

Recreation Room may not be used for any type of occupancy including but not limited to: dining, sleeping, living room, office, storage, etc. To do so may result in a violation against the building being issued by the Buildings Department.

General Comments:
Although the sponsor intends to use fixtures, appliances, equipment and materials Described herewith, it reserves the right to substitute fixtures, appliances, equipment and materials of equal or better quality.

"To the best of my knowledge, belief and professional judgment, these plans and specification are in compliance with the Energy Conservation Construction Code of New York State, using Chapter 11 of the Residential Code of New York State."



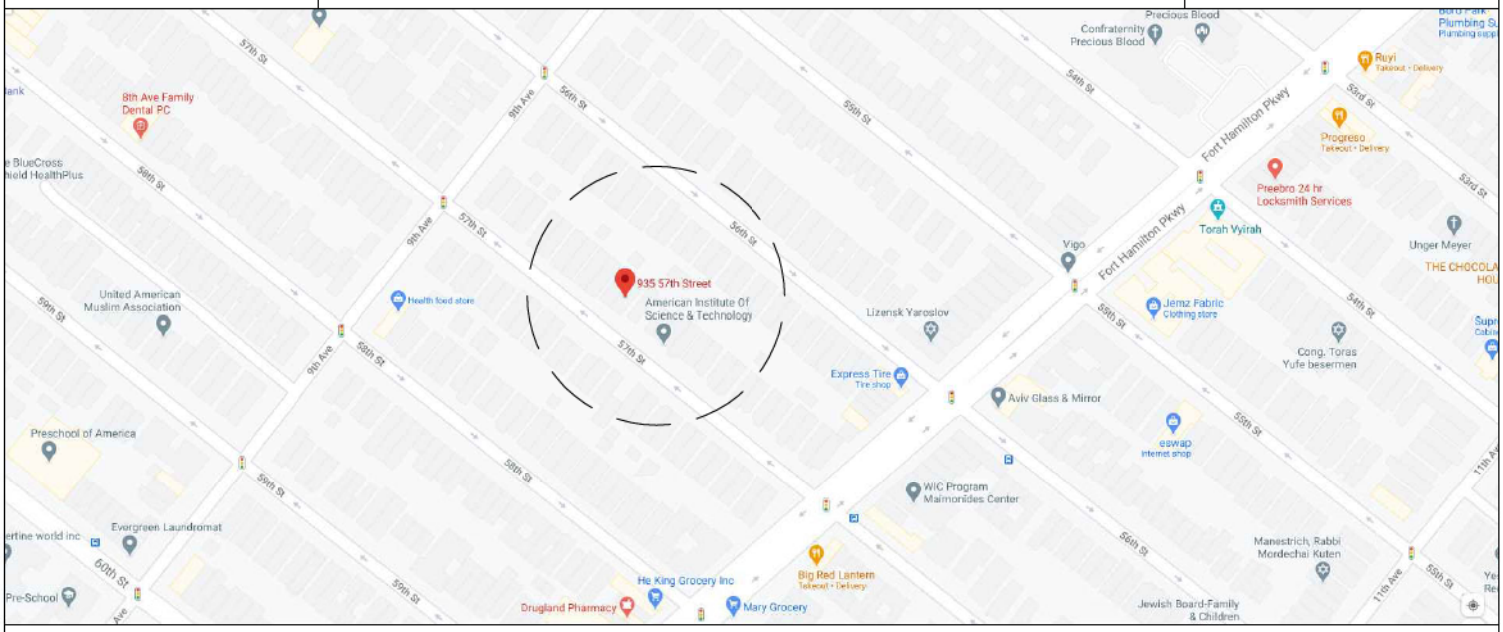
Prepared By:
Lam & Lam Designs D.P.C.

By: _____
Benjamin B. Lam, P.E.

THE 935 57th AVENUE CONDOMINIUM

BROOKLYN, NEW YORK

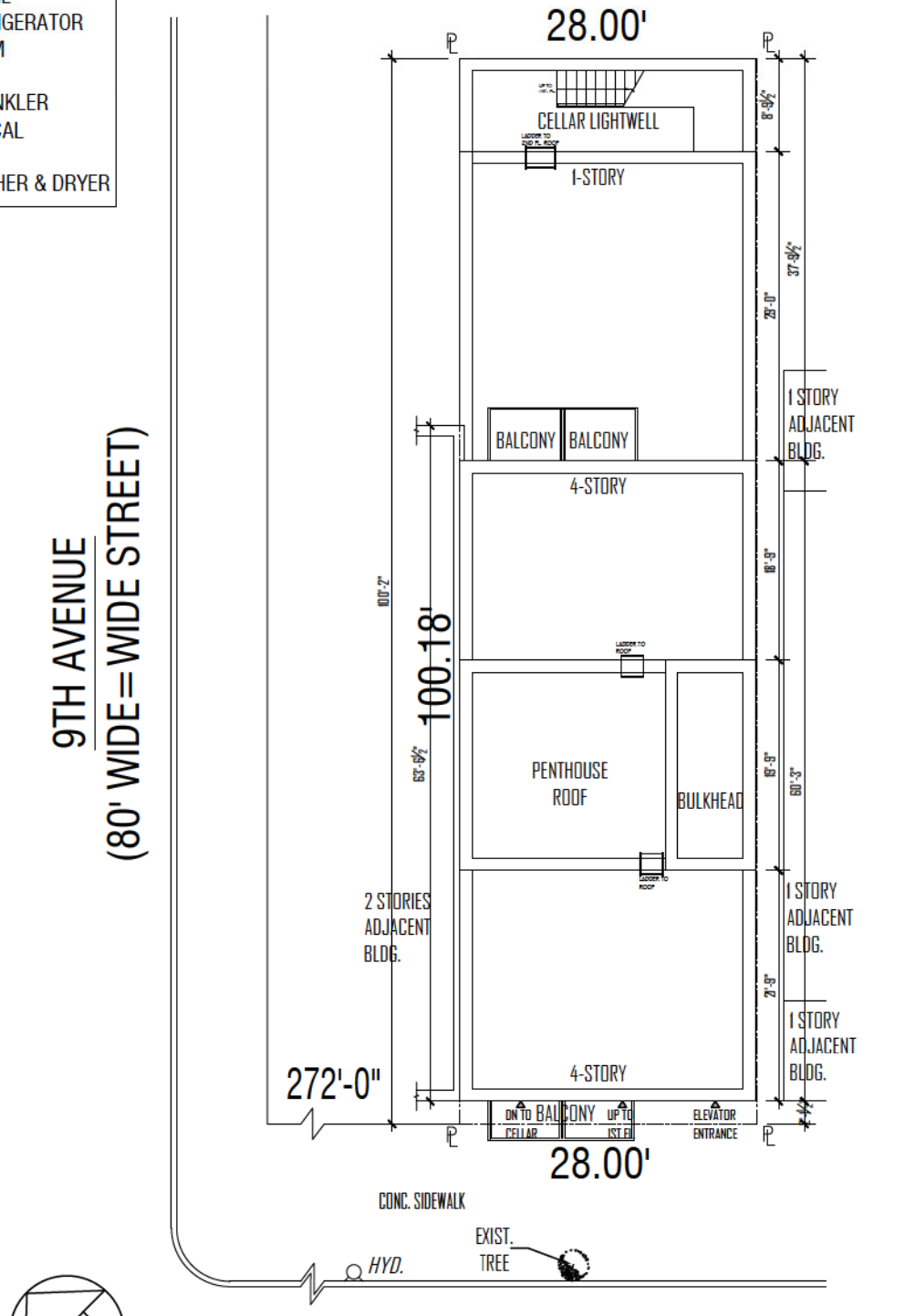
AREA MAP



THE 935 57th AVENUE CONDOMINIUM

BROOKLYN, NEW YORK

ABBREVIATION	
ADJ	ADJACENT
BLDG	BUILDING
CL	CLOSET
COMM	COMMUNITY
EXIST	EXISTING
DN	DOWN
MAX	MAXIMUM
MECH	MECHANICAL
R	RANGE
REF	REFRIGERATOR
RM	ROOM
S	SINK
SPK	SPRINKLER
TYP	TYPICAL
W	WITH
W/D	WASHER & DRYER



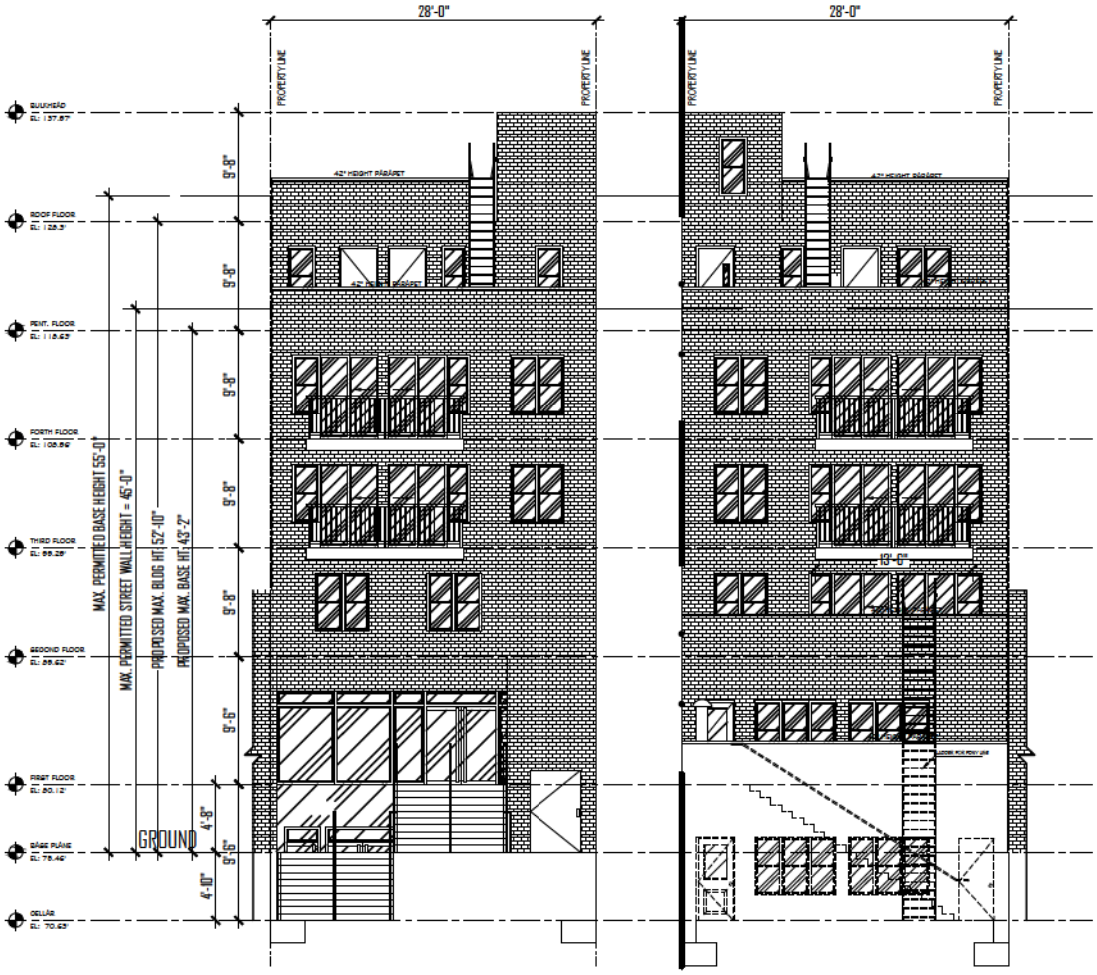
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SCALE: 1/16"=1'-0"

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FRONT ELEVATION

REAR ELEVATION

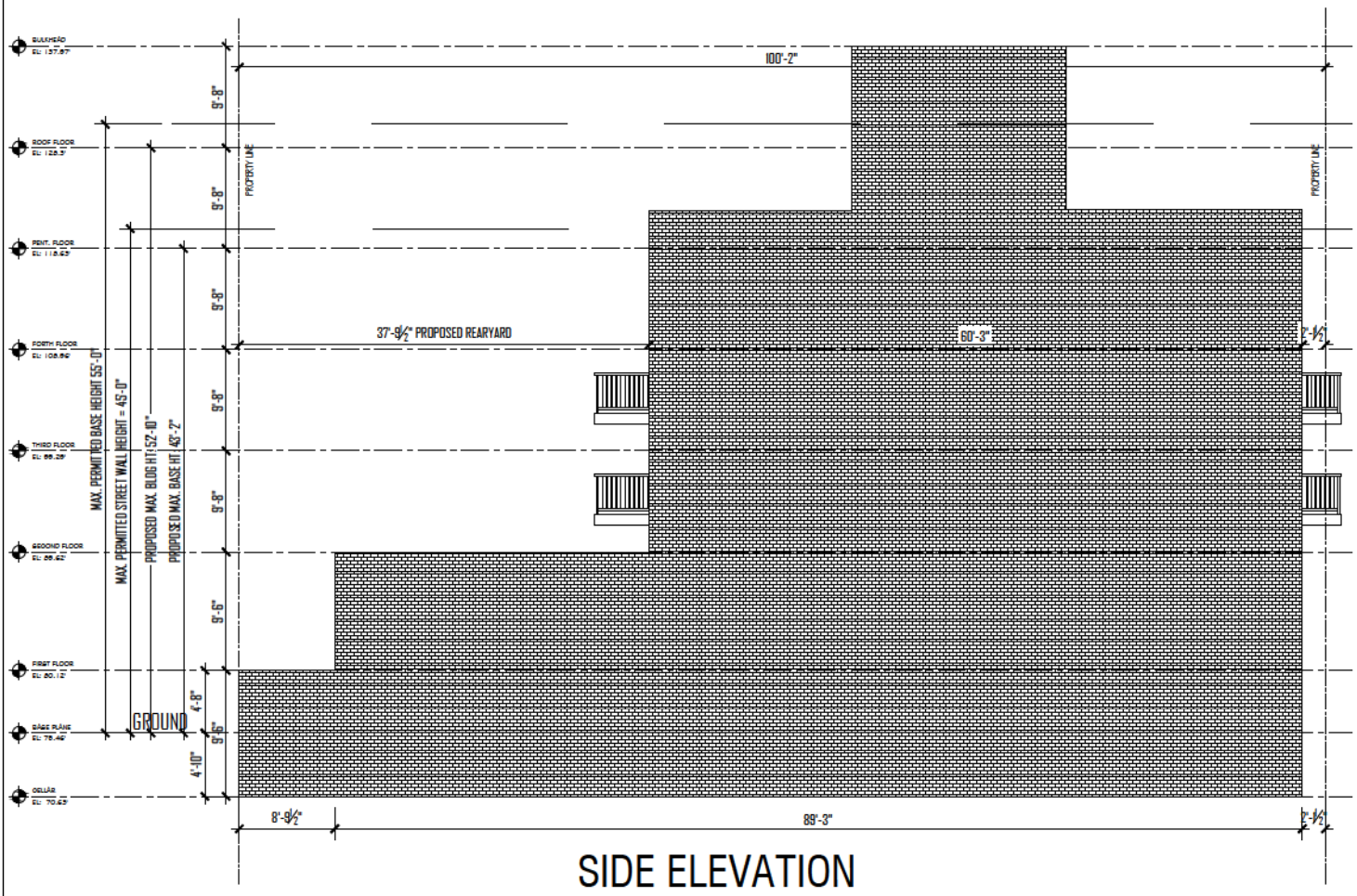
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SIDE ELEVATION

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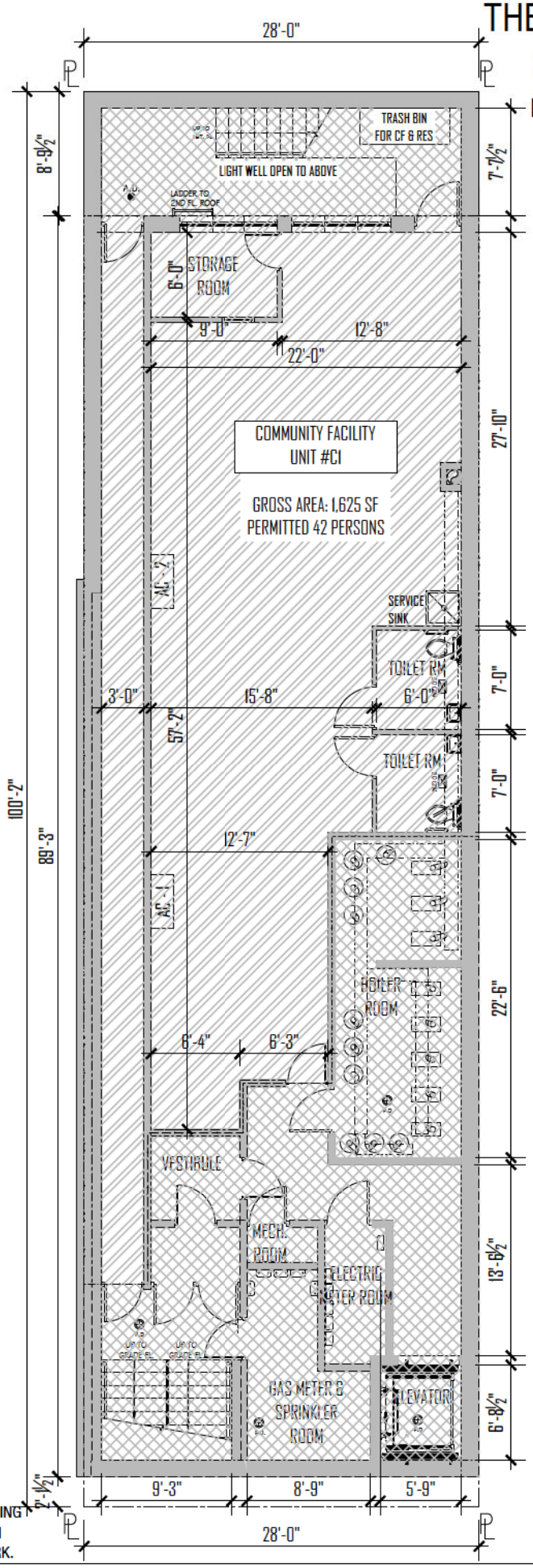
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LEGEND

- COMMUNITY FACILITY UNIT
- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT BOUNDARY
- PROPERTY LINE



CELLAR

SCALE: 3/32"=1'-0"

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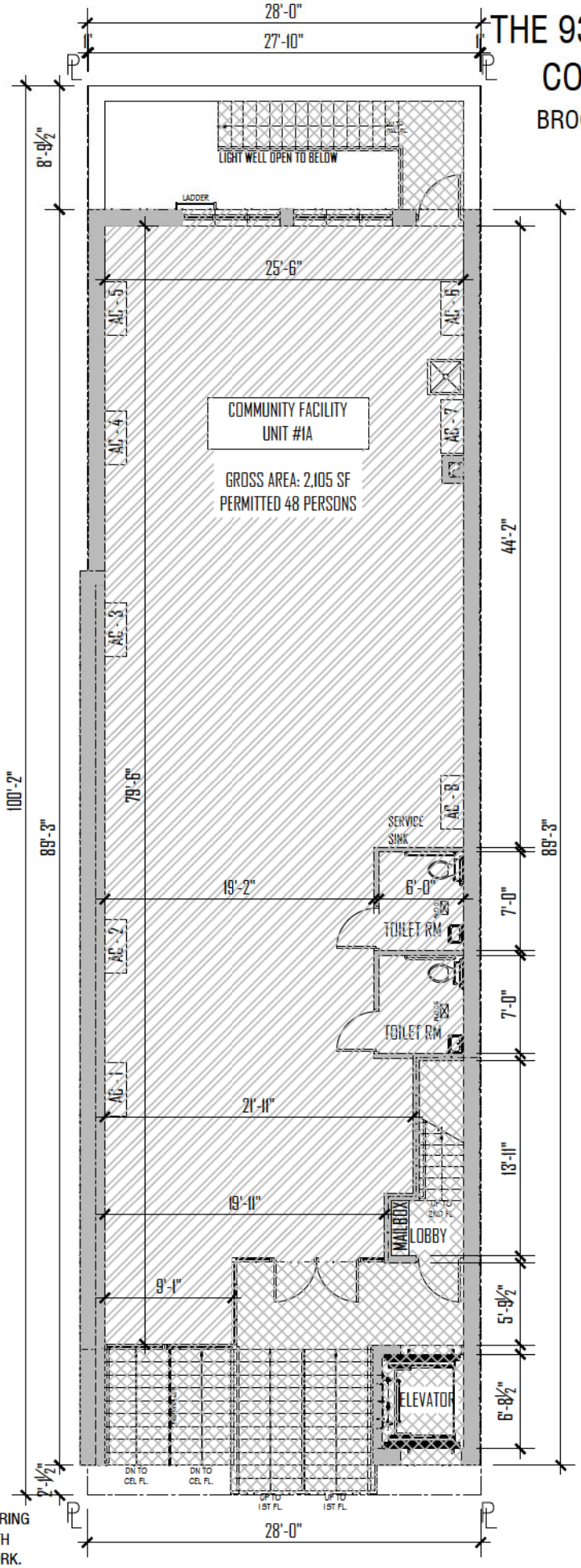
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1ST FLOOR

SCALE: 3/32"=1'-0"

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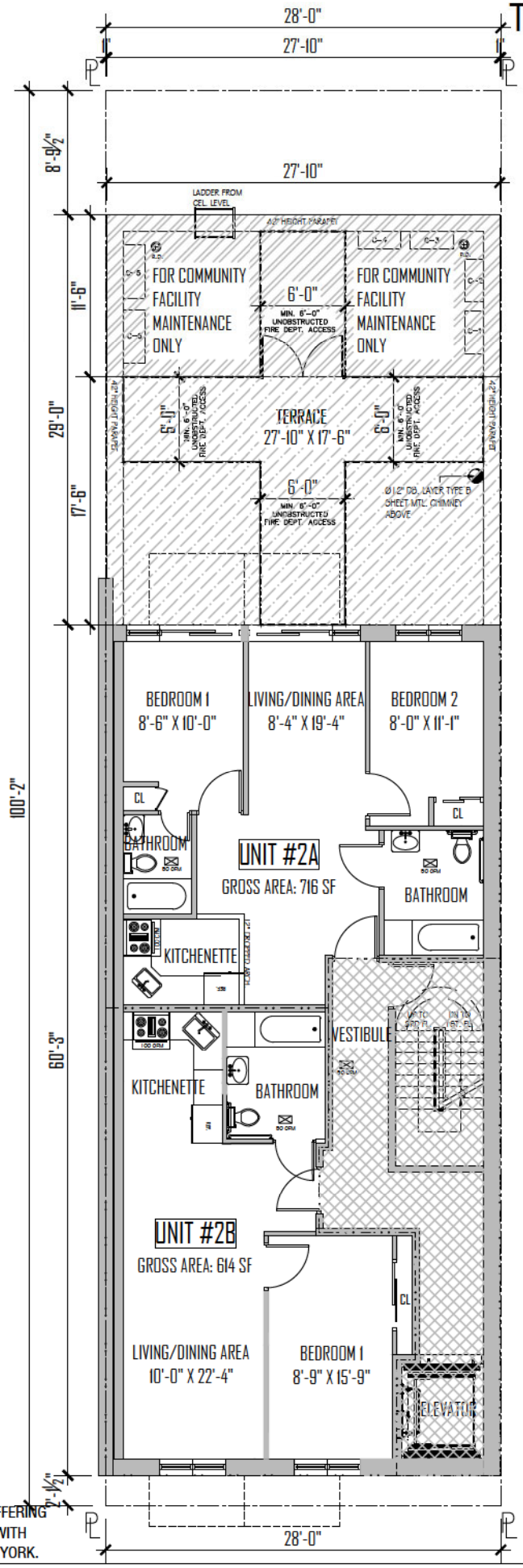
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2ND FLOOR

SCALE: 3/32"=1'-0"

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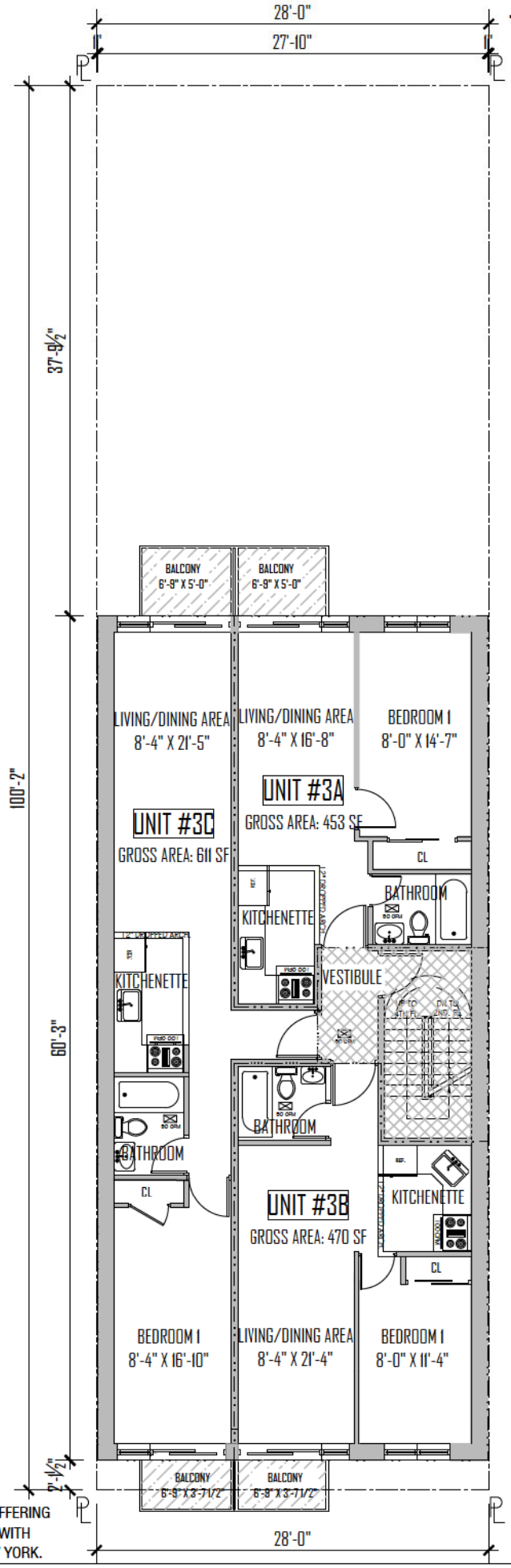
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3RD FLOOR

SCALE: 3/32"=1'-0"

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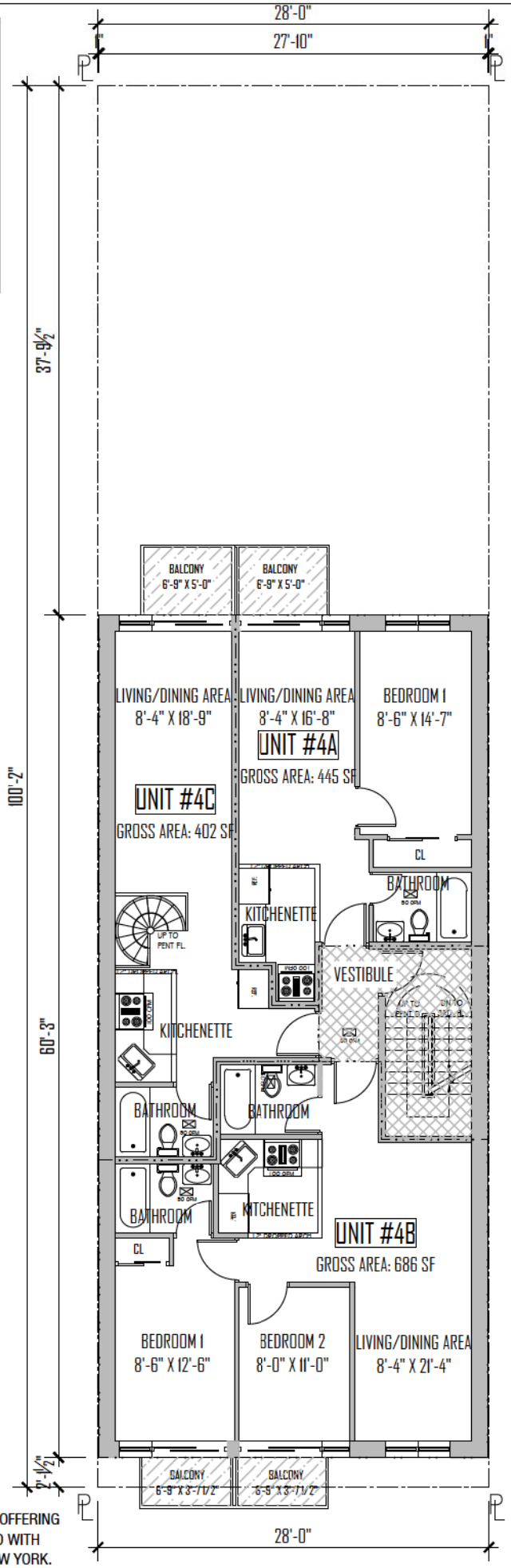
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4TH FLOOR

SCALE: 3/32"=1'-0"

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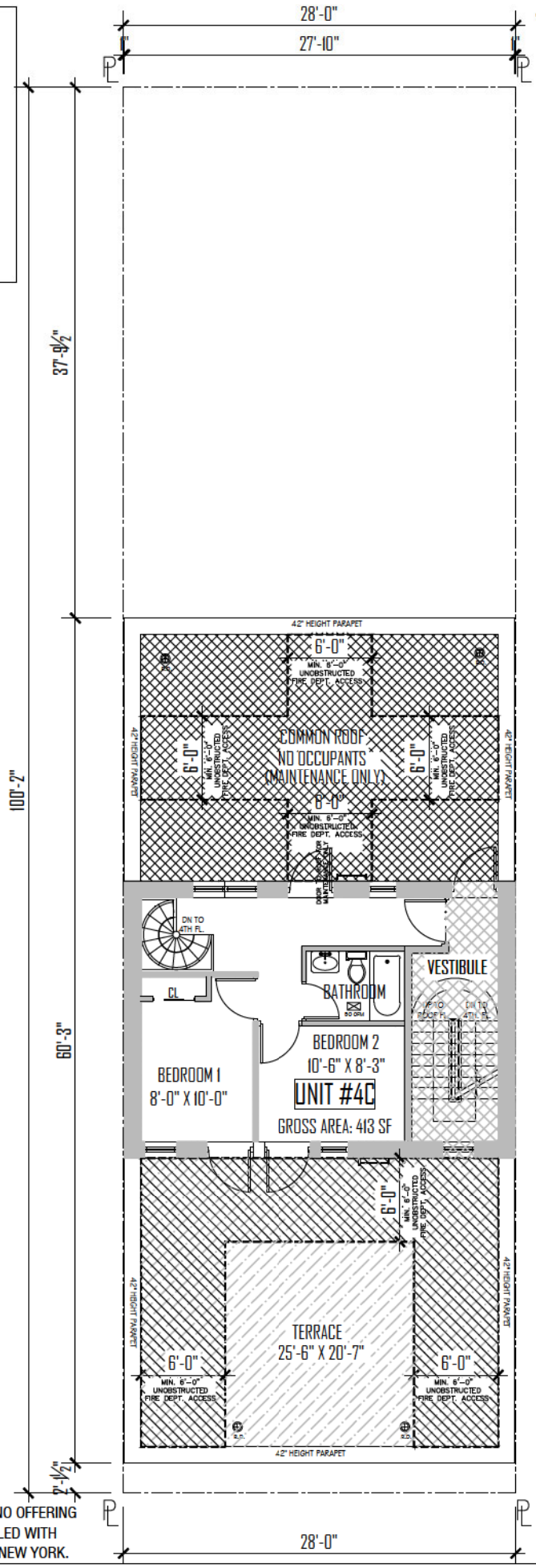
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PENTHOUSE

SCALE: 3/32"=1'-0"

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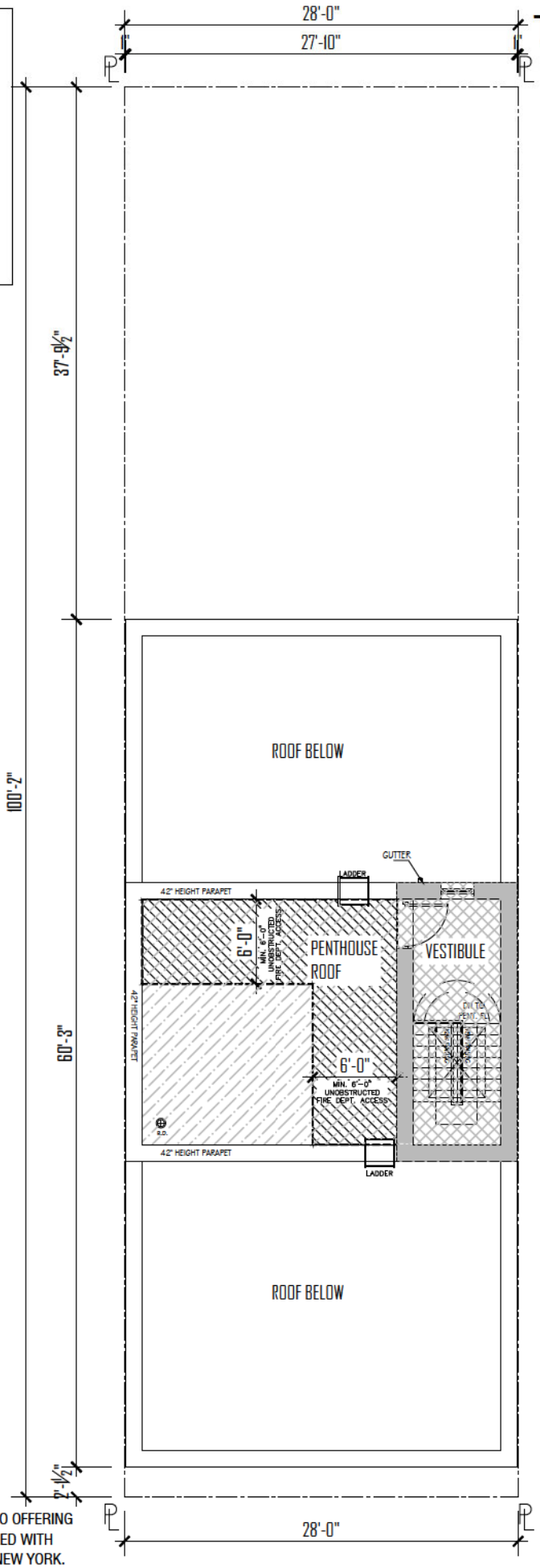
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ROOF

(NO OCCUPANTS)

SCALE: 3/32"=1'-0"

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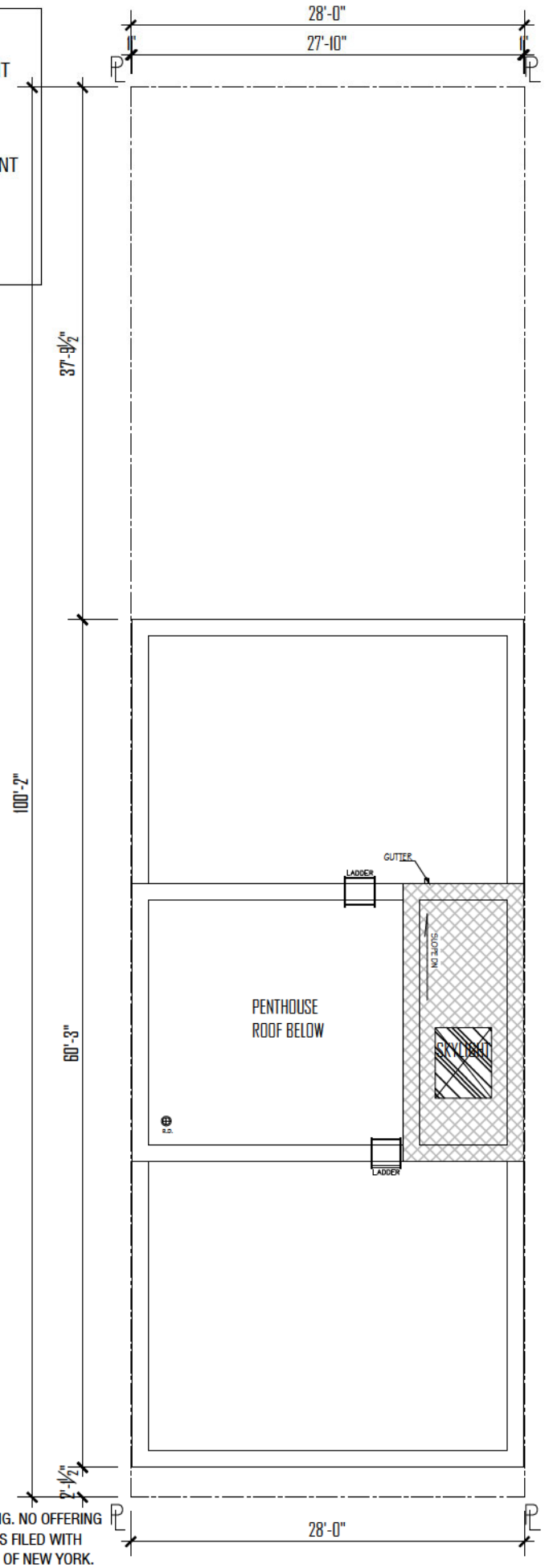
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- PROPERTY LINE



STAIR BULKHEAD

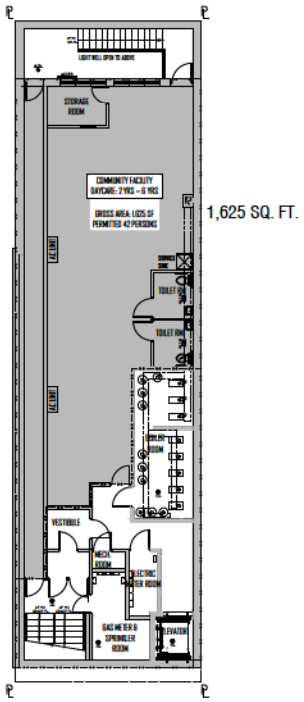
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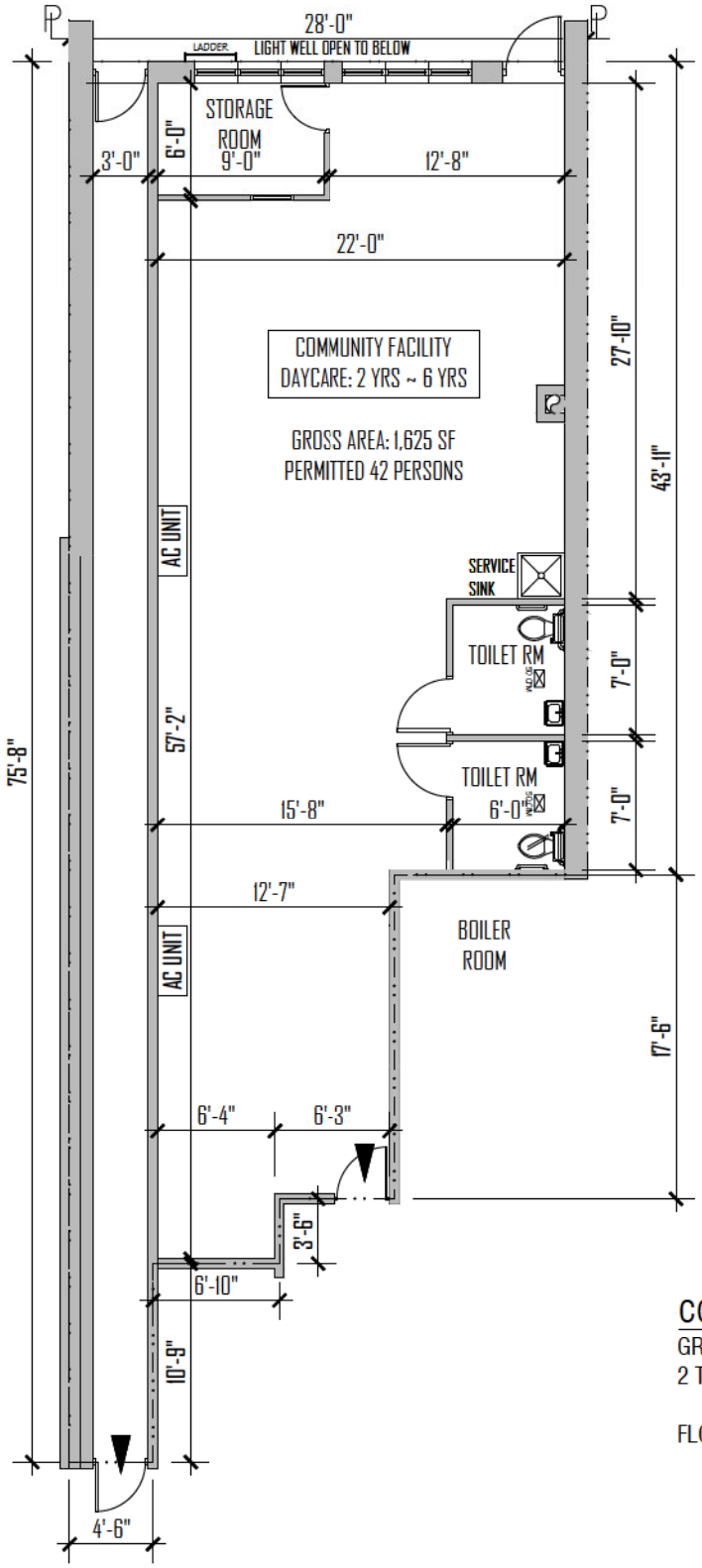
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THE 935 57th AVENUE CONDOMINIUM

BROOKLYN, NEW YORK



CELLAR KEYPLAN



COMMUNITY FACILITY C1

GROSS FLOOR AREA: 1,625 SF
2 TOILET ROOM

FLOOR TO CEILING HEIGHT: 8'-0"

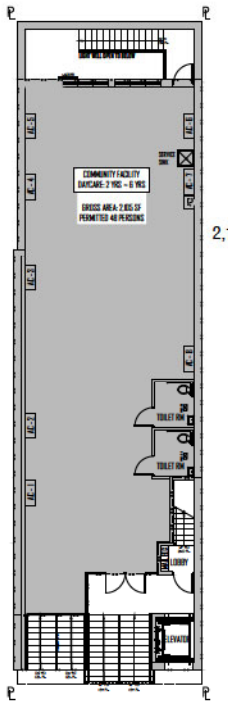
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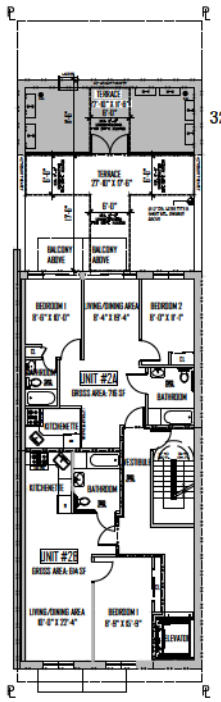
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THE 935 57th AVENUE CONDOMINIUM

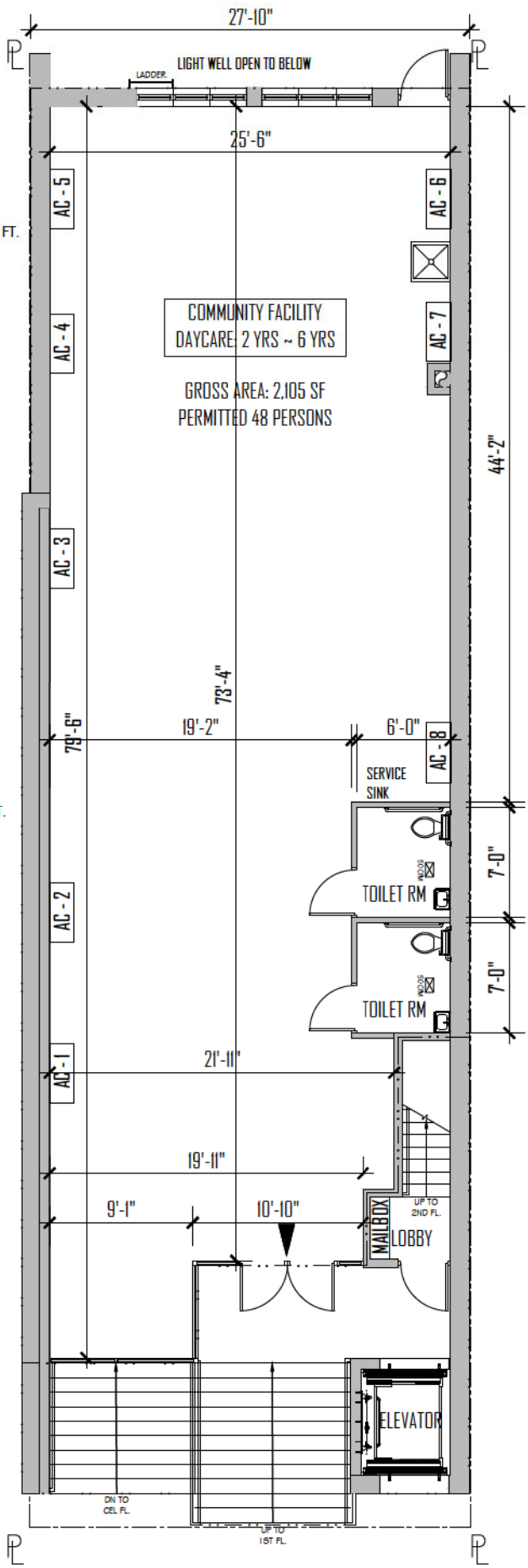
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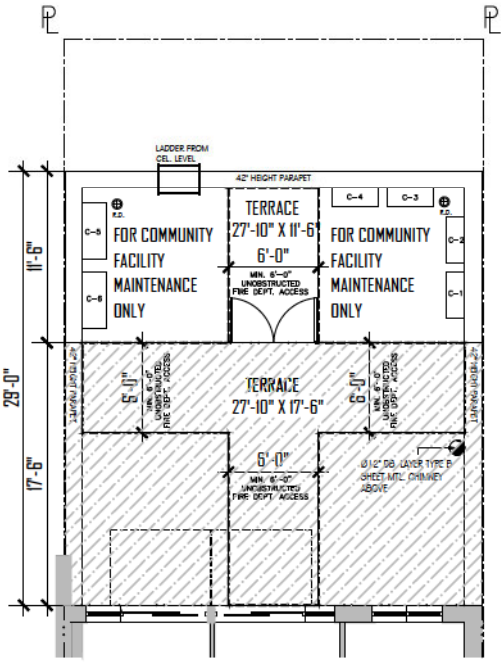


1ST FL KEYPLAN



2ND FLOOR KEYPLAN





COMMUNITY FACILITY 1A

GROSS FLOOR AREA: 2,105 SF
2 TOILET ROOM
TERRACE: 320 SF

FLOOR TO CEILING HEIGHT: 8'-0"

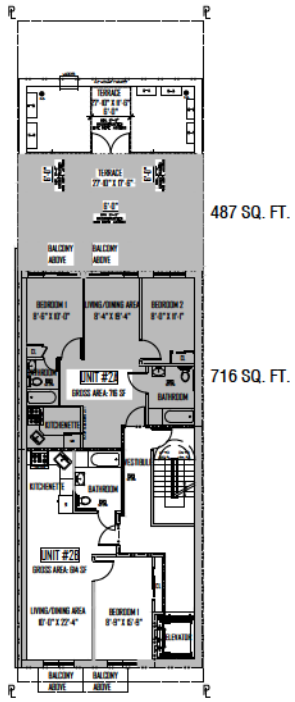
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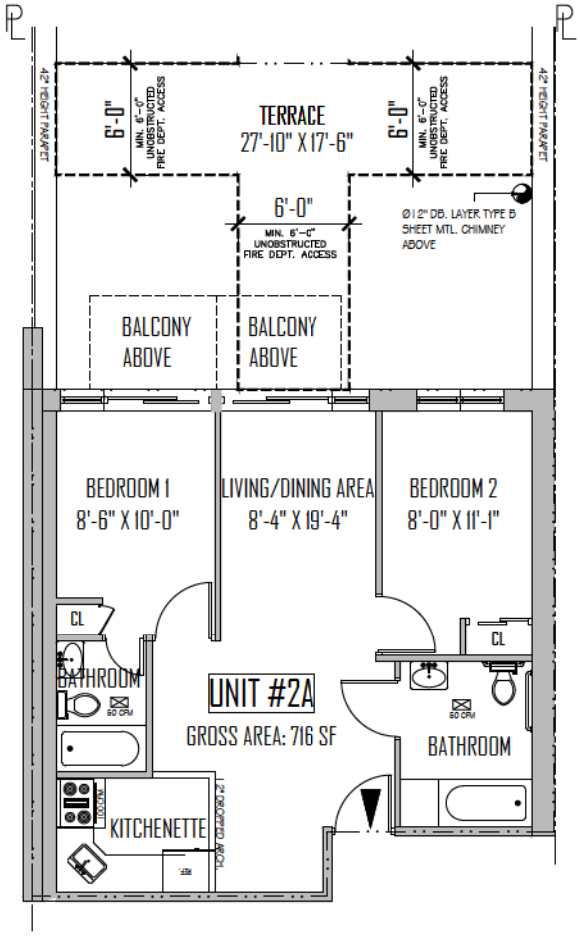
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THE 935 57th AVENUE CONDOMINIUM

BROOKLYN, NEW YORK



2ND FLOOR KEYPLAN



RESIDENCE 2A

UNIT: 716 SF
TERRACE: 487 SF

2 BEDROOM
2 BATH

FLOOR TO CEILING HEIGHT: 8'-2"

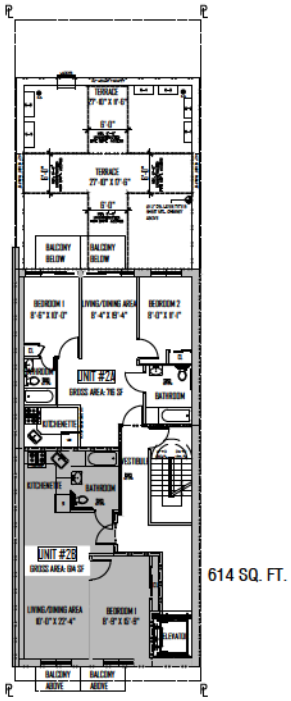
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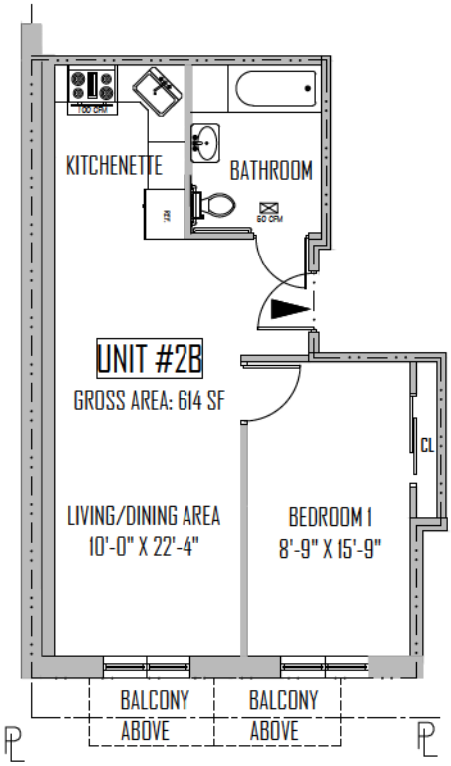
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THE 935 57th AVENUE CONDOMINIUM

BROOKLYN, NEW YORK



2ND FLOOR KEYPLAN



RESIDENCE 2B

UNIT: 614 SF

1 BEDROOM
1 BATH

FLOOR TO CEILING HEIGHT: 8'-2"

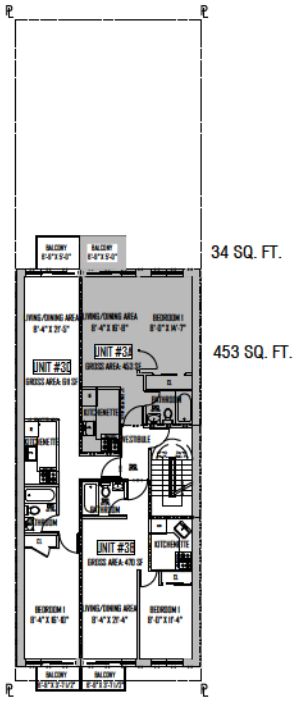
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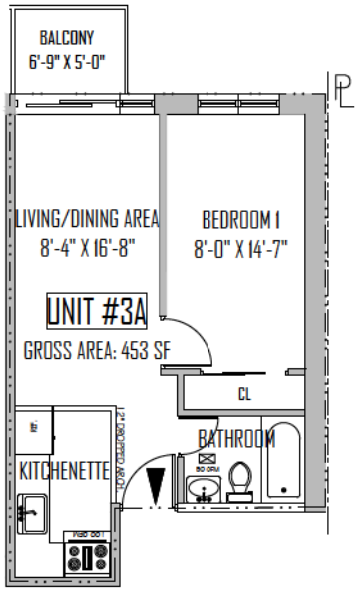
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THE 935 57th AVENUE CONDOMINIUM

BROOKLYN, NEW YORK





3RD FLOOR KEYPLAN

RESIDENCE 3A

UNIT:	453 SF
BALCONY:	34 SF

1 BEDROOM
1 BATH

FLOOR TO CEILING HEIGHT: 8'-2"

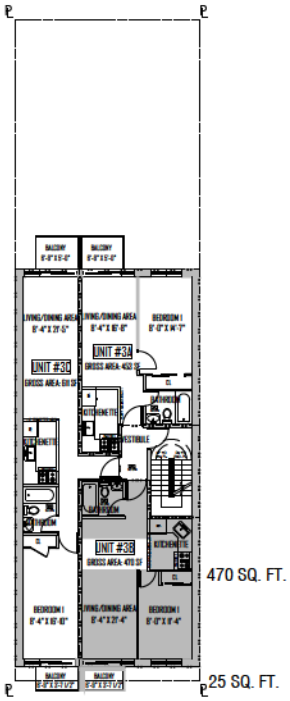
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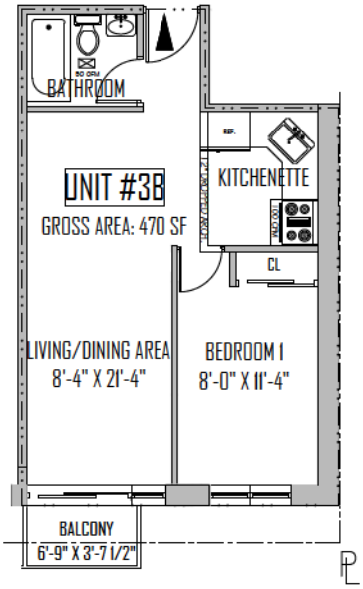
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THE 935 57th AVENUE CONDOMINIUM

BROOKLYN, NEW YORK



3RD FLOOR KEYPLAN



RESIDENCE 3B

UNIT:	470 SF
BALCONY:	25 SF

1 BEDROOM
1 BATH

FLOOR TO CEILING HEIGHT: 8'-2"

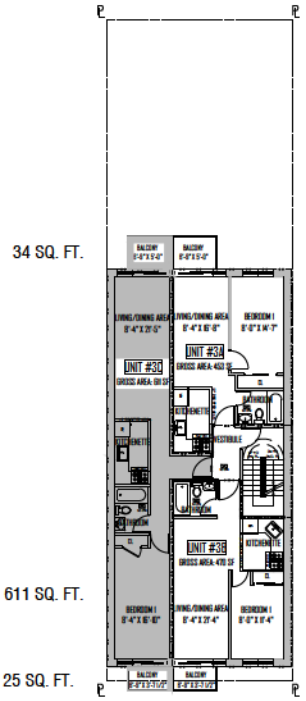
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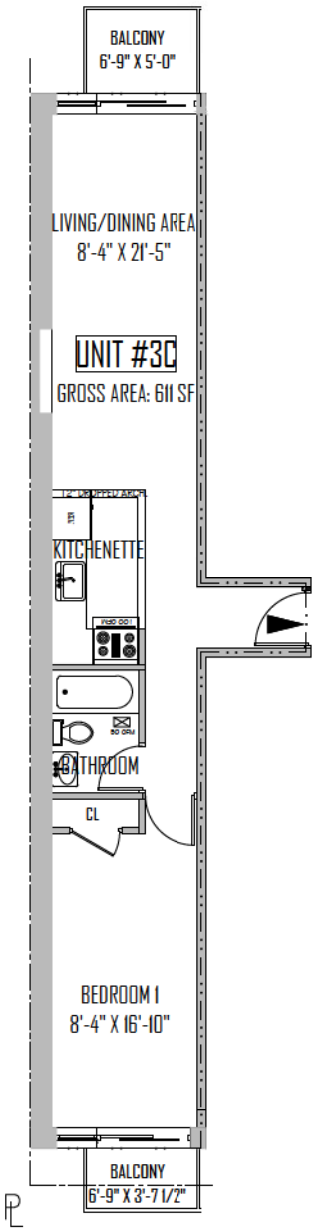
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THE 935 57th AVENUE CONDOMINIUM

BROOKLYN, NEW YORK



3RD FLOOR KEYPLAN



RESIDENCE 3C

UNIT: 611 SF
BALCONY: 59 SF

1 BEDROOM
1 BATH

FLOOR TO CEILING HEIGHT: 8'-2"

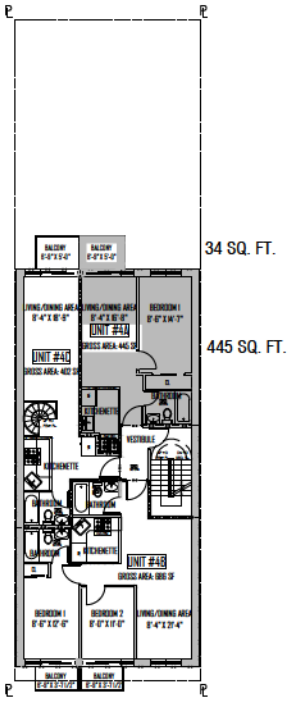
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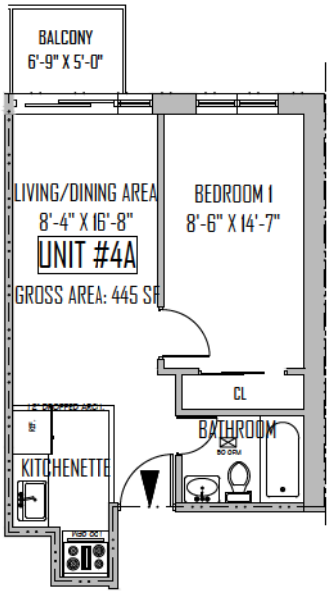
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THE 935 57th AVENUE CONDOMINIUM

BROOKLYN, NEW YORK



4TH FLOOR KEYPLAN



RESIDENCE 4A

UNIT: 445 SF
BALCONY: 34 SF

1 BEDROOM
1 BATH

FLOOR TO CEILING HEIGHT: 8'-2"

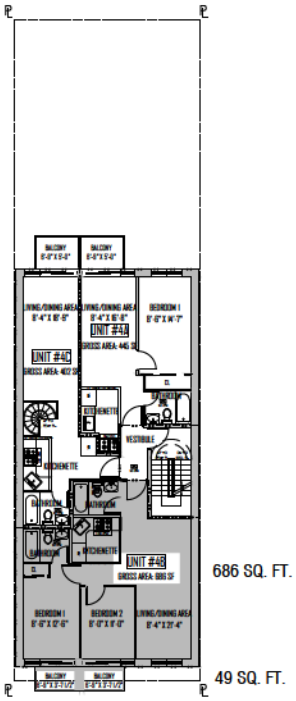
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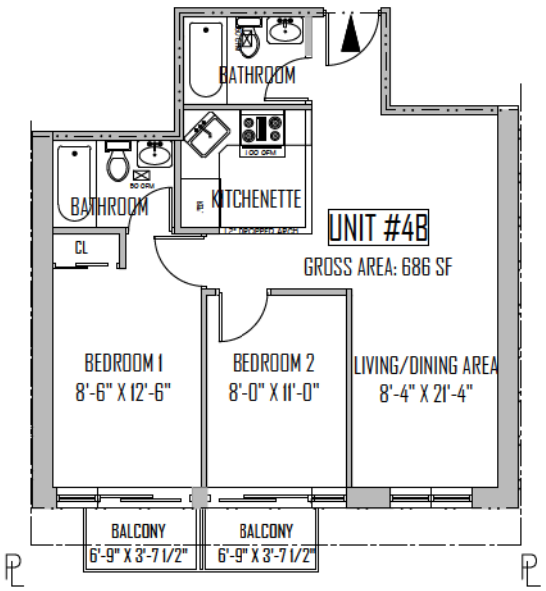
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THE 935 57th AVENUE CONDOMINIUM

BROOKLYN, NEW YORK



4TH FLOOR KEYPLAN



RESIDENCE 4B

UNIT:	686 SF
BALCONY:	49 SF

2 BEDROOM
2 BATH

FLOOR TO CEILING HEIGHT: 8'-2"

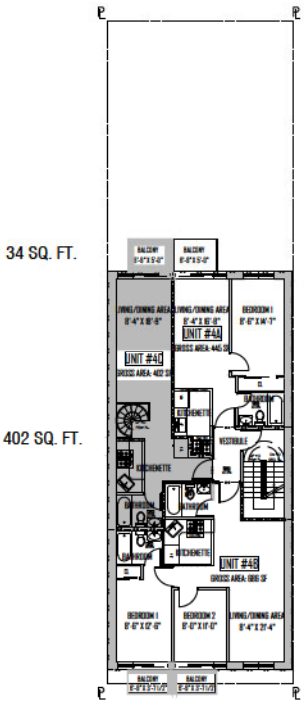
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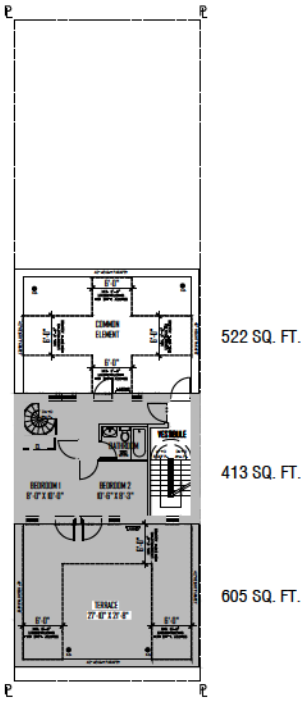
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THE 935 57th AVENUE CONDOMINIUM

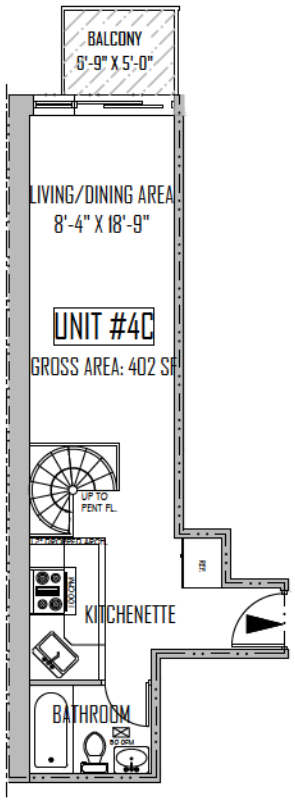
BROOKLYN, NEW YORK

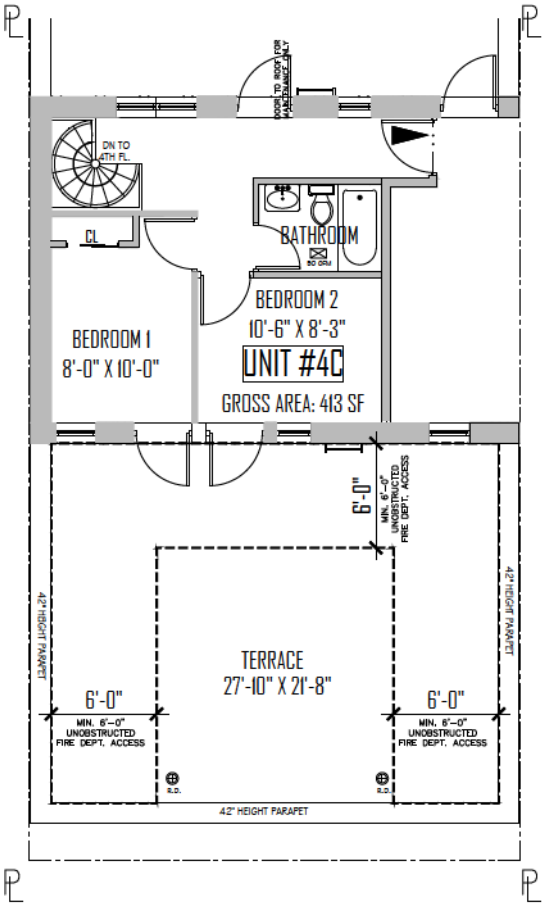


4TH FLOOR KEYPLAN



PENTHOUSE KEYPLAN





RESIDENCE 4C

4TH FLOOR:	402 SF
PENTHOUSE:	413 SF
TOTAL:	815 SF

BALCONY: 34 SF
TERRACE: 525 SF

2 BEDROOMS
2 BATHS

FLOOR TO CEILING HEIGHT: 8'-2"

SCALE: 3/32"=1'-0"

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SECTION GG

DECLARATION OF CONDOMINIUM

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT 935 57TH STREET, BROOKLYN, COUNTY OF KINGS, STATE OF NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Name of Condominium:	82 Real Estate Condominium
Name of Declarant:	82 Management LLC 656 50th Street Brooklyn, NY 11220
Date of Declaration:	June ___, 2022
Block:	5687
Lots:	F/K/A 0065 N/K/A
County:	Kings
	Record and Return To: Attorney for Sponsor: Lawrence (Lixin) Yang, Esq. Lawrence Lixin Yang, P.C. 136-20 38th Avenue, Suite 3A-1 Flushing, New York 11354

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DECLARATION

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF THE PREMISES KNOWN AS 82 REAL ESTATE CONDOMINIUM LOCATED AT 935 57TH STREET, BROOKLYN, NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

In the County of Kings and State of New York, on this day of , 2022, 82 Management LLC, a New York limited liability company with an office at 935 57th Street, Brooklyn, NY 11219, hereby states:

FIRST: Submission of Property

By this Declaration, the Owner submits the property described in this Declaration including, but not limited to the land, the Building and other improvements erected and to be erected thereon, all easement rights, and appurtenances to be erected thereon and all other property real, personal and mixed intended for use in connection therewith to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: Description of Property

The Owner owns that certain plot, piece of parcel of land, with the building and improvements thereon erected, situate, lying and being in the County of Kings and State of New York, consisting of one (1) building which contains the cellar, 1st through 4th floors, roof and bulkhead (Hereinafter the "Building"). The Building contains nine (9) residential unit(s) and two (2) community facility unit(s), as being described in Schedule B hereto annexed and more particularly bounded and described in Schedule A which is annexed to and made part of this Declaration. The land has an area of approximately 2,800 square feet and is located in County of Kings and State of New York with a street address at 935 57th Street, Brooklyn, New York.

THIRD: Name of Condominium

The Condominium shall be known as 82 Real Estate Condominium.

FOURTH: Definitions

(a) "Unit Owner" means the owner of a unit. Every Unit Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety or whether the Unit is owned by an individual, corporation, partnership, limited liability company, fiduciary or any other entity. Where such ownership is joint, in common or by tenancy by the entirety, majority vote of such owners shall be necessary to cast the Unit Owner's vote referred to in Article 10 of this Declaration.

(b) A "Unit" means any of the Condominium Units (Hereinafter the "Unit") contained in the Condominium and shall be defined as follows: Each unit will consist of

the area measured horizontally from the unit side of the window glass or concealed exterior brick wall or concealed fireproofed structural members of the exterior wall to the center line of the drywall partitions or block partitions which separate the Unit from another Unit, or to the unit side of the concealed masonry work or concealed structural members or to the surface of the drywall partitions which separate a Unit from corridors, stairs and other common or mechanical equipment spaces. Each Unit will consist of an area measured vertically from top of the concrete floor or wood subfloor at the lower level of a Unit to the underside of the concealed concrete slab, or of the fireproofed beam, as the case may be, at the highest level of a Unit, except that the structural slabs and beams separating floors and any Common Elements located within any Unit shall not be considered as part of the Unit.

(c) "Building" or "Buildings" as hereinafter referred to shall be defined as a number of Units all of which are constructed a continuous roof.

(d) "Party Walls". The wall separating the Unit of one Owner from the Unit of an adjoining Unit Owner shall also be referred to as a "Divider Wall".

(e) "Condominium" means Condominium which is composed of the Unit Owners and governed by the Board of Managers.

FIFTH: The Condominium

(a) The Owner is converting the subject property to a Condominium known as 82 Real Estate Condominium according to the floor plans certified by Benjamin B. Lam, Professional Engineer of Lam & Lam Engineering D.P.C., with the office at 112-45 Roosevelt Avenue, Corona, NY 11368 and filed simultaneously with the recording of this Declaration in the Office of the City Register of the City of New York. These plans set forth a description of the Building depicting the number of stories, the number of Units and the principal materials with which they are constructed.

(b) The Condominium will consist of one (1) building which contains the cellar, 1st through 4th floors, roof and bulkhead. The Building contains nine (9) residential unit(s) and two (2) community facility unit(s), all set forth on the floor plans filed as part of this Declaration. Each of the Units has access to the street on which the Condominium abuts through the lobby of the Building which forms a part of the common elements of the Condominium. Each Unit will be sold to one or more Unit Owners. Each Unit Owner will obtain fee ownership in, and the exclusive right of occupancy and possession of the Unit, together with an undivided interest in the common elements of the Condominium, as listed hereinafter in this Declaration, and referred to as the "Common Elements", all of the above in accordance with Article 9-B of the Real Property Law of the State of New York.

SIXTH: Use of Units

(a) As more particularly set forth in the By-Laws, the Units may be used only for their designated purpose in conformity with Certificate of Occupancy and any

applicable zoning codes. Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

(b) Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, the Sponsor may, without permission of the Board of Managers, erect and maintain signs and use any unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units as well as erect and maintain signs for the purpose of advertisement.

SEVENTH:

A. General Common Elements

(a) The common elements of the Condominium will consist of all of the Condominium, including but without limitation, outside walls and the roof of the Building and all other improvements except the Units, including all the land, the lobby, boiler room, water and meter room in the cellar, staircase and elevator, the pipes, wires, conduits, utility lines, foundations, columns, girders, beams, concrete joists, supports, exterior walls, interior load bearing walls, pillars, concrete floors, central and appurtenance installations and equipment for power, lights, and air conditioning, heating, ventilation and other service and utility lines which are utilized for, serve, or pass through more than one Unit and all other parts of the Property and all apparatus and installations existing in the Building or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the property.

(b) Any portion of the common elements may be used by any Unit Owner subject to the rules and regulations promulgated by the Board of Managers. The common elements are not severable from the Units except in accordance with Article 9-B of the Real Property Law.

(c) The common elements shall remain undivided, shall not be subject to the partition and no Unit Owner shall bring any action for partition or division unless otherwise provided by law. Each Unit Owner shall have the right to use the common elements, in accordance with the purpose for which such common elements are intended, without hindering the exercise of or encroaching upon the rights of the other Unit Owners.

(d) The percentage of undivided interest in the common elements established herein shall not be changed except with the consent of the Unit Owners affected expressed in a duly recorded amendment to this Declaration.

(e) The Undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instruments.

B. Limited Common Elements

The light wells, balconies and terraces shall be the limited common elements. The Unit Owner or owners who have exclusive use of the certain limited common elements shall be responsible for the cost of maintaining and repairing such limited common elements.

EIGHTH: Easements

(a) All pipes, wires, conduits and public utility lines located within each Unit shall be owned by such Unit Owner. Any portion of such pipes, wire, conduits and public utility lines located in the common elements including electric meter banks located on the exterior of a Unit and servicing one or more units, will be owned in common by the Unit Owners. The Board of Managers shall have a right of access to all common elements for maintenance, repair or improvement whether such common elements are restricted or not.

(b) The Sponsor, its successors, assigns, and purchasers, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over under and across the common elements of the Condominium for the purpose of completing construction and sale of the Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the common elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Sponsor, its successors, assigns, and purchasers, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewer and drainage lines which may from time to time be in or along the streets and roads or other areas of the common elements. Finally, the Sponsor, its successors, assigns and purchasers reserve the right to continue to use the common elements and any facilities, sales offices, model homes, and signs located on the common elements, in its efforts to market units in the Condominium for a period ending two (2) years after the closing to the First Unit or until eighty percent (80%) of the Units are conveyed to Purchasers, whichever is sooner, to market any other Units owned by Sponsor. This paragraph shall not be amended without the consent of the Sponsor.

(c) The Sponsor, on behalf of itself and its successors and assigns who may take title to portions of the condominium for purposes of marketing and sale of Units, reserves the right to continue to use the common elements and any facilities, sales offices, model units and signs located on the common elements, in its efforts to market and sell Units in the Condominium. This paragraph shall not be amended without the written consent of the Sponsor.

NINTH: Service of Process and Building Code Violations

(a) The Secretary of State of the State of New York is hereby designated as agent of the Board of Managers to receive service of process for any action which may be

brought against the Board of Managers. The Board of Managers shall file with the Secretary of State the address to which a copy of process may be mailed for such purpose.

(b) Service of process on the Unit Owners in any action with relation to the common elements or more than one Unit and with regard to any violation of local building codes, zoning ordinances and other related building and zoning laws by the common elements or more than one Unit shall be made upon the Board of Managers of 82 Real Estate Condominium at 656 50th Street, Brooklyn, NY 11220.

TENTH: Common Interest

Each Unit Owner shall have such percentage interest in the common elements as is set forth on Schedule B attached hereto and shall bear such percentage of the common expenses of the Condominium. All expenses of the Condominium shall be common expenses and shall be apportioned among all the Unit Owners according to the method set forth in the By-Laws. Such Unit Owner shall have one vote for all voting purposes at any meeting of the Unit Owners for each 0.01% of undivided interest in the common elements unless otherwise mandated by law or expressly provided for herein. The percentage interest of the respective Units in the Common Elements has been assigned in the approximate proportion that the fair market value of the Unit at the date of Declaration bears to the aggregate fair value of all the Units.

ELEVENTH: Administration

The administration of the Condominium and parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto as Section HH.

TWELFTH: Amendment and Withdrawal

(a) The property shall not be withdrawn from Condominium ownership unless at least eighty percent (80%) of the Unit Owners in number and in common interest and the first mortgagees, if any, of each of those same Units agree to such removal by duly recorded instruments. Such withdrawal of the property from Condominium ownership shall not take effect until it is duly recorded in the Office of the City Register of the City of New York.

(b) The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon an affirmative vote of eighty percent (80%) of the Unit Owners in number and in common interest held at a duly called meeting of the Unit Owners, provided, however, that:

(i) No amendment shall alter the percentages of interest in the common elements appurtenant to any Unit or alter any rights or obligations respecting portions of the common elements without the consent of the affected Unit Owners and

the first Mortgagees, if any, of the same Units, which consents shall be expressed on the instrument or amendment.

(ii) No amendment shall add any parcel of land to or divest any parcel of land from the Condominium properties unless all of the Unit Owners and the first mortgagees, if any, of each of these same Unit Owners agree to such change on the instrument or amendment.

(iii) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

(c) There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period, such presumption will be deemed conclusive. Any amendment to this Declaration shall not take effect until it is recorded in the Office of the City Register of the City of New York.

(d) Irrespective of any other provision in this Declaration, no action for partition or division of the common elements shall be bought nor shall this Plan of Condominium ownership be terminated when such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

THIRTEENTH: Subject to Declaration, By-Laws, etc.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of the Declaration, By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land that shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

FOURTEENTH: Common Charges

(a) All sums assessed as common charges by the Board of Managers of the Condominium but unpaid, together with interest at the maximum legal rate thereon, chargeable to any Unit Owner shall constitute a lien on his Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivision of any governmental authority, including but not limited to State, County, Municipal and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred

including reasonable attorney's fees and late charges, if any, assessed pursuant to the By-Laws of this Declaration (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid common charges, the unpaid balance will be charged to all Unit Owners as a common expense. However, where the holder of a mortgage of record, or other purchaser of a Unit at a foreclosure sale of a mortgage of record, obtains title to the Unit as a result of a foreclosure, or the mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of common charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of common charges shall be charged to all other Unit Owners as a common expense. The term "mortgage of record" herein used shall mean a first mortgage granted by a Federal or State Savings and Loan Association, Savings or Commercial Bank, Life Insurance Company, Pension Fund, Trust Company, Agency of the United States Government or of the City or State of the New York or other similar lender or a purchase money mortgage granted by Seller.

(b) Every Unit Owner shall pay the common charges assessed against him when due and no Unit Owner may exempt himself from liability for the payment of the common charges assessed against him by waiver of the dues or enjoyment of any of the common elements or by the abandonment of his Unit. However, no Unit Owner shall be liable for the payment of any common charges accruing subsequent to a sale, transfer or other conveyance by him of such Unit made in accordance with Section 339-X of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

FIFTEENTH: Unit Acquired by the Board

(a) In the event any Unit Owner shall convey his Unit to the Board of Managers in accordance with Section 339-X of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article VI, Section 9 of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

(b) In order to carry out the provisions of this Article, each Unit Owner shall, upon becoming such, grant an irrevocable Power of Attorney, coupled with an interest, to the Board of Managers and their successors to acquire title or lease any such Unit under whatever terms the Board may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board in its sole discretion shall deem proper.

SIXTEENTH: Encroachments

The Unit Owners agree that if any portion of a Unit or the common elements whether restricted to an individual owner or not, encroaches upon another or shall

hereinafter encroach upon another as a result of original construction or setting of the Building, a valid easement from the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the common elements as afore described due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

SEVENTEENTH: Unit Ownership

Upon the closing of title to a Unit, a Purchaser shall automatically become a Unit Owner in the Condominium and shall remain a Unit Owner until such time as he ceases to own the Unit for any reason.

EIGHTEENTH: Conveyance of a Unit

In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid common charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts so paid by the grantee therefore. Any such grantee shall, upon ten (10) days written request, be entitled to a statement from the Board of Managers setting forth the amount of the unpaid common charges against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid common charges against the grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of a mortgage of record or other purchaser of a Unit at a foreclosure sale of a mortgage or record.

NINETEENTH: Covenants and Restrictions

(a) The use of the Unit by the Unit Owner or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

(i) The Unit and area restricted to Unit Owner's use shall be maintained in good repair and overall appearance.

(ii) No alterations to the exterior of the Unit or any part of the common elements may be made without the written consent of the Board of Managers. No alterations to the inside of a Unit which would impair the structural soundness of the Building may be made without the written consent of the Board of Managers. Consent may be requested to the Managing Agent, if any, or to the President of the Board of Managers, by mailing a letter certified mail, return receipt requested, if no Managing Agent is employed. If building plans are required for such alteration under any applicable building code, a copy of such plans must be included with said letter. The Board of

Managers shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The provisions of this paragraph shall not apply to Sponsor.

(iii) Any Unit Owner who mortgages or sells his Unit shall notify the Board of Managers, providing the name and address of his mortgagee, and guarantor(s) of the mortgage, if any.

(iv) (1) The Board of Managers shall, at the request of the mortgagee of a Unit, and guarantor(s) of the mortgage, if any, report any unpaid common charges due from the Unit Owner of such Unit.

(2) The Board of Managers shall give the mortgagee and guarantor(s) of the mortgage on any unit in this Condominium the right to timely written notice of: (x) Any condemnation or casualty loss that affects either a material portion of this Condominium or the Unit securing its mortgage, and (y) any proposed action that requires the consent of a specified percentage of mortgagees as provided in this Declaration, the By-Laws and Rules and Regulations of the Condominium.

(v) No Units shall be used for the purposes other than the purpose stated in the Certificate of Occupancy.

(vi) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to occupants or which interferes with the peaceful possession and proper use of the property by its occupants.

(vii) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

(viii) Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Unit Owner provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.

(ix) Occupancy of the Unit shall be restricted to occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

(x) The common charges shall be paid when due.

TWENTIETH: Changes to the Condominium

(a) Except to the extent prohibited by law, the Sponsor or its designee shall have the right, without the vote or consent of the Board of Managers to: (a) make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, in, to and upon Units owned by the Sponsor or its

designees (Hereinafter the "Unsold Units"); (b) change the layout of, or number of rooms in, any unsold Units from time to time; (c) change the size and/or number of unsold Units by subdividing the one or more unsold Units into two or more separate Units, combining separate unsold Units (including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between any unsold Units, otherwise; and (d) if appropriate, reapportion among the unsold Units affected by such change in size or number pursuant to the preceding clause their percentages of interest in the common elements; provided, however, that the percentage of interest in the common elements of any other Units (other than unsold Units) shall not be changed by reason thereof unless the owners of such units shall consent thereto and, provided further, that the Sponsor or its designee shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Mangers and all other Unit Owners harmless from any liability arising thereof. Sponsor further states that unless Purchaser consents, no change will be made on Unit size, layout, percentage of common interest or in the amount or quality of common elements directly affecting or servicing the Unit if a purchase agreement has been executed and delivered to Sponsor for that Unit and the purchase is not in default.

(b) Nothing contained in this Declaration shall prohibit the division or consolidation of any Unit or Units or 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 the new Units than existed for the total of the original units before division or consolidation. An amendment to this Declaration authorized by this paragraph of Twelfth Article may be filed by the new Unit Owner(s) without the consent of any other Unit Owner provided that the percentage of common interest of all other existing Units is not affected thereby and provided such Unit Owner(s) secure the written consent of the Board of Managers which consent may not be unreasonably withheld.

(c) Notwithstanding other provisions of this Article, no reapportionment of the interest in the common elements appurtenant to any Unit shall be made unless there is first delivered to the Board of Managers a written certification stating that the percentages of interest of the respective Units in the common elements, immediately after such reapportionment, will be based upon the approximate proportion that the fair market value of each Unit at the date of this Declaration bears to the aggregate fair value of all Units on said date.

(d) If the number of rooms in an Unsold Unit is changed, or the size and/or number of unsold Units is changed (whether as a result of a subdivision or combination of unsold Units or alteration of boundary walls between unsold Units, or otherwise) and the appurtenant percentage interest in the common elements is reapportioned as a result thereof, all in accordance with the provisions of the 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 Unit or in the size and/or number of unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage of interest in the common elements.

(e) In the event the Sponsor or its designee, exercising its rights pursuant to this Article so requests, the Board of Mangers shall promptly amend the Declaration at the expense of the Sponsor or its designee, to reflect any such alterations, additions, improvements, changes or reapportionments as provided by clauses (a), (b), (c), and shall record such amendment in the Office of the City Register of the City of New York.

TWENTY-FIRST: Invalidity

Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way effect any of the remaining part of parts hereof, and the same shall continue in full force and effect.

TWENTY-SECOND: Gender

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

TWENTY-THIRD: Waiver

No provisions 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.

TWENTY-FOURTH: 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 hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Sponsor has caused this Declaration to be executed this day of 2022.

82 Management LLC

By: _____
[Name]:
[Title]:

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the day of in the year 2022, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of individual taking acknowledgement)

82 REAL ESTATE CONDOMINIUM
Address: 935 57th Street
Brooklyn, NY 11219
Block 5687 Base Lot 65, Borough of Brooklyn

Legal Description-Schedule A

ALL THAT certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street, distant 272 feet easterly from the corner formed by the intersection of the northerly side of 57th Street with the easterly side of 9th Avenue;

RUNNING THENCE northerly parallel with 9th Avenue and part of the distance through a party wall, 100 feet 2 inches to the center line of the block;

THENCE easterly along said center line of the block and parallel with 57th Street, 28 feet;

THENCE southerly again parallel with 9th Avenue, 100 feet 2 inches to the northerly side of 57th Street; and

THENCE westerly along the said northerly side of 57th Street, 28 feet to the point or place of BEGINNING.

SAID PREMISES being known as and by the street address 935 57th Street, Brooklyn, NY 11219.

82 REAL ESTATE CONDOMINIUM

Address: 935 57th Street
Brooklyn, NY 11219

Block 5687 Base Lot 65 Borough of Brooklyn

Schedule B

Unit No.	BLOCK 5687 LOT NO.	NO. OF ROOMS	NO. OF BATHROOMS	PERCENTAGE OF COMMON INTEREST	NET SQUARE FOOTAGE	ACESS TO LIMITED COMMON ELEMENTS	NET SQUARE FOOTAGE (LIMITED COMMON ELEMENTS)	LOCATION
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	
C1		0	0.5x2	11.0250%	1,625			Cellar
1A		0	0.5x2	16.6618%	2,105			1st Floor
2A		4.5	2	10.5250%	716			2nd Floor
2B		3.5	1	9.0310%	614			2nd Floor
3A		3.5	1	6.7002%	453	Balcony	34	3rd Floor
3B		3.5	1	6.9490%	470	Balcony	24	3rd Floor
3C		3.5	1	9.0412%	611	Balcony	34	3rd Floor
4A		3.5	1	6.7551%	456	Balcony	34	4th Floor
4B		3.5	1	10.1830%	686	Balcony	48	4th Floor
4C		4.5	2	13.1287%	815	Balcony+Terrace	973	4th Floor
Total				100.0000%	8,551		1,147	

SECTION HH

BY-LAWS

OF

82 REAL ESTATE CONDOMINIUM

935 57th Street
Brooklyn, NY 11219

Attorneys for Sponsor:

Lawrence (Lixin) Yang, Esq.
Lawrence Lixin Yang, P.C.
Attorney At Law
136-20 38th Avenue, Suite 3A-1
Flushing, New York 11354

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BY–LAWS

OF

82 REAL ESTATE CONDOMINIUM

ARTICLE I

DEFINITIONS AND TERMS

Section 1 Definitions

(A) Board of Managers

The governing body of the Condominium which will conduct the condominium affairs and supervise the operation of the Property.

(B) Building

The multi-unit structure erected at 935 57th Street, Brooklyn, New York, which will comprise the Units and the common elements of the Condominium.

(C) Common Charges

Each Unit's proportionate share of the common expenses assessed in accordance with the common interest of the Unit.

(D) Common Elements

All portions of the condominium property other than the units, including, without limitation, the land, boiler room, meter room, building hallways, stairs, lobby, foundation, roof and supports of the Building existing and set aside for the common use of the units and unit owners.

(E) Common Expenses

The costs and expenses of operating the Property, including such items as repair, replacement, restoration, alteration, addition, maintenance and improvement to the common elements and such sums as designated in the Declaration, By-Laws and Article 9-B of the Real Property Law.

(F) Common Interest

The Proportionate undivided interest of each unit owner in the common elements in fee simple absolute, in accordance with the Declaration. Such interest is expressed as a numerical percentage. The aggregate common interest for all units is one hundred percent

(100%). The percentage of common interest of the unit is the basis for determination, among other things, of such rights and duties of the unit owner as: (1) voting power, (2) liability for a proportionate share of the common expenses, and (3) the share of any distribution upon the termination of the Condominium.

(G) Condominium

The Units and common elements constituting the Condominium to be located at 935 57th Street, Brooklyn, New York. The word Property shall be used interchangeably and shall have the same meaning as the term Condominium is defined above.

(H) Declaration

The recorded, written instrument by which the Property is submitted to the provisions of the New York Condominium Act, as such instrument may be amended from time to time, consistent with the law and the By-Laws.

(I) Limited Common Elements

The common elements appurtenant to a particular unit or units, the use of which is restricted to owners of such unit or units. The declaration and By-Laws set forth the respective responsibilities of such unit owner and the Board of Managers for the repair and maintenance of the Limited Common Elements.

(J) Property

The units and common elements constituting the Condominium to be located at 935 57th Street, Brooklyn, New York. The word Condominium shall be used interchangeably and shall have the same meaning as the term Property which is defined above.

(K) Unit

A Unit means a part of the Condominium as defined in Declaration of the Condominium for residential or commercial use, with such appurtenances as garage and other parking space, storage room, balcony, terrace and patio.

(L) Unit Owner

The individual(s) or entity owning title to a Unit in fee simple absolute.

Section 2 Unit Ownership

The land situated in the Borough of Brooklyn, County of Kings, City of New York, State of New York, more particularly described in Schedule A of the Declaration recorded in the Office of the City Register of the City of New York, simultaneously

herewith, and the building constructed on said land (the land and building hereinafter collectively called the "Property") have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration and shall hereafter be known as "82 Real Estate Condominium" (Hereinafter the "Condominium"). Unit owners shall use their unit for its designated purposes only.

Section 3 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 and the 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.

Section 4 Application

(a) 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 matter are subject to these By-Laws, the Declaration and the Rules and Regulations.

(b) The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a unit shall constitute and 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 5 Office

The office of the Condominium and of the Board of Managers shall be located on the Condominium property.

ARTICLE II

UNIT OWNERS

Section 1 Annual Meetings

Within thirty (30) days after the Initial Sponsor Control Period, i.e., before the sale of the last Unit or two (2) years from the closing of title to the first Unit, whichever first occurs, or such earlier time as Sponsor deems in the best interest of the parties, Sponsor shall call the first annual meeting of the unit owners. At the meeting, the member of the first Board of Managers will resign, and the new Board of Managers will be elected by the unit owners. Thereafter, annual meetings shall be held on or about the

anniversary of such date each succeeding year. At such meeting, there shall be elected by ballot of the unit owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The unit owners may also transact such other business of the Condominium as may properly come before them.

Section 2 Place of Meetings

Meetings of the unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the unit owners as may be designated by the Board of Managers.

Section 3 Special Meetings

It shall be the duty of the President to call a special meeting of the unit owners as directed by the Board of Managers or upon a petition signed by a majority of the unit owners having been presented to the Secretary. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at least five (5) days but not more than fifteen (15) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 4 Adjournment of Meetings

If any meetings of unit owners cannot be held because a quorum has not attended, a majority of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 5 Order of Business

The order of business at all meetings of the unit owners shall be as follows:

(a) Roll call;

(b) Proof of notice of meeting;

(c) Reading of minutes of the preceding meeting;

(d) Reports of officers;

(e) Reports of the Board of Managers;

(f) Reports of committees;

(g) Election of inspectors of election (when so required);

(h) Election of members of the Board of Managers (when so required);

(i) Unfinished business; and

(j) New business.

Section 6 Title to Units

Title to units may be taken in the name of an individual or in the names 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, partnership or limited liability company, or in the name of a fiduciary.

Section 7 Voting

The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be irrevocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the unit owners. The owners of each unit (including Sponsor, if Sponsor shall then own one or more units) shall be entitled to cast one vote for each 0.01% of interest in the common elements attributable to the unit or units owned by him on all matters put to a vote at all meetings of the unit owners. If units are owned by more than one person as joint tenants, tenants by the entirety or as tenants in common, the persons owning said unit shall agree among themselves and cast the votes for their units. A fiduciary capacity 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 a 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 fifty percent (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.

Section 9 Quorum

Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of unit owners of the total authorized vote of all unit owners shall constitute a quorum at all meetings of the units owners. If, however, such quorum shall not be present or represented at any of the meetings of the unit owners, the unit owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meetings from time to time, without notice other than announcement at the meeting until a quorum shall be presented, any business may be transacted which might have been transacted at the meeting originally called.

Section 10 Majority Vote

The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Declaration of these By-Laws or by law, a higher percentage vote is required.

Section 11 Waiver and Consent

Whenever the vote of unit owners at a meeting is required or permitted by any provision of the Declaration, statutes of these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of all unit owners may be dispensed with if all unit owners who would have been entitled to vote upon such action if such meeting were held, shall consent in writing to such action being taken.

ARTICLE III

BOARD OF MANAGERS

Section 1 Number and Term

The affairs of the Condominium shall be governed by a Board of Managers. The first Board of Managers shall consist of one (1) Manager designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the unit owners. Within thirty (30) days after the closing of title to the last unit, Sponsor shall call the first annual meeting of the unit owners, but in any event no later than two (2) years after the closing of the first unit or such earlier time as Sponsor deems in the best interest of the parties. Until succeeded by the Managers elected at the first annual meeting of unit owners, Managers need not be unit owners; thereafter, all Managers other than designees or nominees of the Sponsor shall be unit owners or officers, directors, stockholders, partners or members of the unit owners. At the first annual meeting of the unit owners called pursuant to Section 1 of Article II, three (3) Managers shall be elected by the meeting whose term shall be fixed at one year. Each unit owner shall be entitled to cast one vote on each ballot for each 0.01% of common interest he owns. The three (3) nominees on each of the ballots, receiving the highest number of votes on their ballot shall constitute the duly elected Board of Managers. The Managers shall hold office until their successors have been elected and hold their first meeting. The former members of the Board shall thereupon resign. Thereafter, annual meetings shall be held on the anniversary of such date in each succeeding year; except if such date is a Saturday or Sunday or legal holiday, the annual meeting shall be held on the nearest succeeding business day. At such meetings, there shall be elected by ballot of the unit owners a Board of Managers in accordance with the requirements of Article II of the By-Laws. The Managers shall be elected annually at the annual meeting of unit owners by a majority vote, cumulative voting being prohibited. The Managers shall hold office until their successors have been elected. Notwithstanding the foregoing, to assure the Sponsor minimum representation on the Board of Managers after it turns over control of the Board to unit owners independent of the Sponsor, the Sponsor shall have the right to designate one member of the Board of Managers so long as it continues to own one or more units.

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 and may do all such acts and things except as by Law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the unit owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care upkeep and maintenance of the common elements;

(b) Determination of the common charges from the unit owners;

(c) Collection of the common charges from the unit owners;

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements;

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property subject to a right of the unit owners to overrule the Board (See Article XII, Section I);

(f) Opening of bank accounts on behalf of the condominium and designation the signatories required therefore;

(g) Purchasing or leasing or otherwise acquiring in the name of Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by their owners to the Board of Managers;

(h) Purchasing of units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners;

(i) Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with units acquired by, and sub-leasing units leased by the Board of Managers of its designee, corporate or otherwise, on behalf of all unit owners.

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of units on behalf of all unit owners.

(k) Obtaining and reviewing of insurance for the Property, including and Units, pursuant to the provision of the Article VI, Section 3 hereof.

(l) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings. The Board of Managers may make additions, alterations or improvements to the common elements costing in excess of

$10,000.00 only with approval of a majority of the unit owners. While the Sponsor is in control of the Board of Managers, the Board may make additions, alterations or improvements to the common elements costs in excess of $ 10,000.00 or enter into service or maintenance contracts the durations of which will extend more than one (1) year after the Sponsor loses control of the Board of Managers, only with approval of a majority of the unit owners, excluding the Sponsor, voting at a duly held meeting of the Unit Owners. Notwithstanding the above, the $10,000.00 limitation will not be applicable to the expenses relating to (i) comply with applicable laws or regulations; or (ii) remedy any notice of violations; or (iii) remedy any work order by an insurer.

(m) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements, provided however, that (i) the consent of a least 66-2/3% in number of all unit owners, obtained at a meeting duly called and held for such purpose in accordance with provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $10,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any unit or its appurtenant interest in the common element without the written consent of the owner of the said unit.

(n) Instituting proceedings to contest the real estate tax assessment against the units with the consent of the unit owners.

Section 3 Managing Agent and Manager

The board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize, including, but not limited to the duties listed in subdivisions (a), (b), (c), (d), (k) and (l) of Section 2 of this Article III. The Board of Managers may delegate to the manager or managing agent, all of the powers set forth in subdivisions (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j), (k), (l) and (n) of Section 2 of this Article III.

Section 4 First Board of Managers

The first Board of Managers shall consist of one (1) person(s) designated by the Sponsor in Section Q, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 6 of this Article.

Section 5 Removal

Managers may be removed for cause by an affirmative vote of a majority of the unit owners. No Manager shall continue to serve on the Board if, during his term of office, he shall cease to be a unit owner. The managers designated by the Sponsor can be removed only by the Sponsor.

Section 6 Vacancies

If the office of any Manager or Managers becomes vacant by reasons of death, resignation, retirements, disqualifications, removal from office or otherwise, a majority of the remaining managers, though less than a quorum, at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the First Board of Managers (see Section 4 of this Article) who has been designated by the Sponsor, the Sponsor shall have the sole right to choose such Manager's successor to fill the unexpired portion of his term.

Section 7 Organization Meeting

The first meeting of the members of the Board of Managers following the annual meeting of the unit owners shall be held ten (10) days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Managers shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 8 Regular Meetings

Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 9 Special Meetings

Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail or telecopier, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Managers.

Section 10 Waiver of Notice

Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11 Quorum of Board of Managers

At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12 Fidelity Bonds

The Board of Managers shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

Section 13 Compensation

No member of the Board of Managers or any officer shall receive any compensation from the Condominium for acting as such.

Section 14 Liability of the Board of Managers

The members of the Board of Managers shall not be liable to the unit owners for any mistake or judgment, negligence, or otherwise, except for their own individual willful misconduct, bad faith, or gross negligence. 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 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. 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 interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the Board of Managers or by the Managing Agent or by the manager of the Condominium shall provide that the members of the Board of Managers, or the managing agent, or the managers, as the case may be, are acting only as the agent for the unit owner and shall have no personal liability thereunder (except for their own liability as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability therein as his interest in the common elements bears to the interest of all unit owners in the common elements.

Section 15 Management Agent

The Board of Managers may employ for the Condominium a management agent under a term contract or otherwise a compensation establishment by the Board, to

perform such duties and services and the Board shall authorize including, but not limited to, all of the delegable duties of the Board listed in this Article while the Sponsor is in control of the Condominium for a period of more than two (2) years after the recording of the Declaration unless the contract provides that it may be cancelled by the Condominium upon ninety (90) days' notice.

ARTICLE IV

OFFICERS

Section 1 Elective Officers

The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but not other officers, shall be members of the Board of Managers. All officers shall be the unit owners or members of the First Board of Managers. Except as otherwise elected or appointed by the First Board of Managers, two (2) or more offices may not be held by the same person.

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.

Section 3 Appointment of Officers and Agents

The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4 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 5 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 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 6 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 the duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 7 Secretary

The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all unit owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give or cause to be given notice to all Unit Owners of the meeting and special meetings of the Board of managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision he shall be.

Section 8 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 accounts 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 9 Agreements, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 10 Compensation of Officers

No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

NOTICES

Section 1 Definition

Whenever under the provisions of the Declaration of these By-Laws, notice is required to be given to the Board of Managers, any manager, unit owner, or mortgagee, shall not be construed to mean personal notice; but such notice may be given in writing, by personal service or by registered or certified mail, return receipt requested, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner or mortgagee at such address as appears on the books of the Condominium.

Section 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 Checks

All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer or by such other officers or other person or persons as the Board of Managers may from time to time designate.

Section 2 Determination of Common Expense and Fixing of Common Charges

The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium and allocate and assess such common charges among the unit owners according to their respective common interests. 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 Section 3 of this Article VI and the fees and disbursements of the Insurance Trustee. The common expenses shall 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 for working

capital of the Condominium, for a general operating reserve, and for a reserve fund for replacements, to make up any deficit in the common expenses for any prior year and real estate taxes during the period that Units are not separately assessed. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or if 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 payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which common charges are based, to all unit owners and to their mortgagees.

Section 3 Insurance

(a) The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the buildings containing the units (including all of the units and the bathrooms initially installed therein by the Sponsor and any other personal property usual to the servicing and general occupancy, but not including furniture, furnishings, or other personal property supplied or installed by the unit owners), together with all other service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all unit owners and their mortgagees, as interest may appear, in the amount equal to the full replacement cost determined by the Board of Managers and approved by the mortgagees; each of said policies shall contain a Condominium Property Endorsement and 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 mortgage as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, as herein provided; (2) workmen's compensation insurance, if the Condominium has employees, (3) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Condominium, shall be carried on each member for the Board of Managers, officers of the Condominium, managing agent and managers including any person or persons handling or responsible for funds of the Condominium; (4) disability benefits insurance if the Condominium has employees; and (5) such other insurance as the Board of Managers may determine. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee if $50,000.00 or more), and that the total proceeds thereof, if $50,000.00 or less, shall be payable to the Board of Managers and if more than $50,000.00, shall be payable to the Insurance Trustee.

(b) All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by unit owners or of invalidity arising from any acts of the insured or any unit owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured's, including all mortgagees of units. Duplicate originals of all policies of physical

damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the current policies.

(c) The Board of Managers may, in its discretion, obtain and maintain, to the extend obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

(d) Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the Board of Managers shall not be affected or diminished of any such additional insurance carried by any unit owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

Section 4 The Insurance Trustee

A New York State bank or trust company shall be the Insurance Trustee unless and until it shall be replaced by a bank or trust company located in the State of New York, designated by the Board of Managers and shall constitute a common expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a New Insurance Trustee which shall be a bank or a trust company located in the State of New York.

Section 5 Repair or Reconstruction after Fire or Other Casualty

(a) In the event of damage to or destruction of the Building containing the units as a result of fire or other casualty, unless seventy-five percent (75%) or more of the Buildings containing the units are destroyed or substantially damaged and seventy-five percent (75%) or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the units (including any damaged units, and any bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling or floor decorations or coverings or other furniture of unit owners), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the unit owners for such deficit as part of the common charges.

(b) If seventy-five percent (75%) or more of the Buildings containing the units are destroyed or substantially damaged and seventy-five percent (75%) or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any unit owner or

lienor, as if owned in common, in which event the net proceeds of the sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 5, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit in the order of the priority of such liens.

(c) Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers and the unit owner or unit owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after Insurance Trustee notified said Board of Managers and unit owner or owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary, or in the event there is no Insurance Trustee, not more than sixty (60) days from the date of receipt of insurance funds on account of such damage or destruction and wherever the words, "promptly resolve" are used it shall also not mean more than sixty (60) days from the date of receipt of said insurance funds.

Section 6 Payment of Common Charges

(a) All unit owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of section 2 of this Article at such time or times as the Board of Managers shall determine.

(b) 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 (made in accordance with the provisions of Article VIII of these By-Laws) of such unit, together with the Appurtenant Interests, as defined in Section 11 of Article VIII hereof. In addition, any unit owner may, subject to the terms and conditions specified in these By-Laws, provided that his unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid common charges, convey his unit, together with the "Appurtenant Interests" to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other unit owners and in such event be exempt from common charges thereafter assessed. A purchaser of a unit shall be liable for the payment of common charges assessed and unpaid against such unit prior to the acquisition by him of such unit, except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 7 Collection of Assessments

(a) The Board of Managers shall assess common charges against the unit owners from time to time at least annually and shall take prompt action to collect any

common charges due from any unit owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

(b) The Sponsor shall be liable for the monthly common charges of all units which have not been transferred to a purchaser, commencing after the closing of title to the first unit. The Sponsor will cause the Board to file a lien as provided by Real Property Law Section 339-AA on the units in which Sponsor is thirty (30) days in arrears of common charges while in control of Board.

Section 8 Default in Payment of Common Charges

(a) In the event of default by any unit owner in paying to the Board of Managers the common charges as determined by the Board of Managers, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Managers. The Board of Managers shall have the right and duty to attempt to recover such common charges, 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 shall not be permitted to vote at any regular or special meeting of unit owners and the Board of Managers may request the Condominium to suspend unit privileges in it until the default is cured.

(b) Default in payment of common charges by non-occupying owners: - Real Property Law, Section 339-KK.

The Real Property Law has been amended by adding a new section 339-KK, which provides as follows:

If a unit owner who does not occupy the unit rents such unit to a rental tenant, and then fails to make payments due for common charges, assessments or late fees for such unit, within sixty (60) days from the expiration period after they are due, the Board of Managers shall provide a 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 payments due subsequent to the issuance of such notice are to be made payable to the Board of Managers at the address listed on the Notice. Where a majority of the Board of Managers has been elected by and from among the unit owners who are in occupancy, the Board of Managers may elect not to require that rental payments be made payable to the Board of Managers. At such time as payments for common charges, assessments and late fees from the non-occupying owners are once again current, a notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter, all payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Board of Managers' claim to rental payments shall be entitled to present facts supporting such owner's position at the next scheduled meeting

of the Board of Managers which must be held within thirty (30) days of the date that such Board received notice that such owner seeks to dispute such claim. Payment by a rental tenant to the Board of Managers shall relieve the 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.

Section 9 Foreclosure of Liens for Unpaid Common Charges

In any action brought by the Board of Managers to foreclosure 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 to 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 lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10 Statement of Common Charges

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 are due from such unit owner.

Section 11 Repairs and Maintenance

(a) All maintenance, repairs and replacements to the common elements of the property, including but not limited to exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any public utility lines, sewer lines, and drainage system that are located in the common elements and serve one or more units, and exterior maintenances shall be a common expense. All maintenance (including electrical and plumbing repairs in the units), repairs and replacements to the units including windows, (including all glass breakage), doors, windows and door which open from a unit (except painting and maintenance of the exterior surfaces which is performed by the Board of Managers), and repairs to the heating system, pipes, wires and conduits located within or without the same unit other than as set forth above shall be made by the respective unit owner at their own expense. However, the Board of Managers shall repair and replace any public utility lines, sewer line and drainage systems located underground or overhead of any irrevocably restricted common element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the unit owner to which the common element is restricted in use, in which event such unit owner shall bear the cost of such repairs or replacements. The Board of Managers and its agents, employees and contractors shall have a right of access to any unit and to all portions of the common elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration of the Condominium. The Board of Managers shall provide snow plowing for the roadways located on the property. All replacements, repairs,

painting or maintenance, whether made by the unit owner or the Board of Managers to the doors, windows, or the exterior surface of the Building, including roofs, or to any generally visible portion of the common elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor. In the event that a unit owner fails to make any maintenance or the event that a unit owner fails to make any maintenance or repair which maintenance or repair is necessary to protect any of the common elements or any other unit, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the unit owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the unit owner for the cost of such repairs and/or maintenance. In the event that the Board of Managers charges a unit owner who fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the unit owner shall be liable for the reasonable attorney's fees and costs of such suit or proceeding together with interest on all sums due.

(b) As long as the Sponsor continues to own twenty-five percent (25%) or more units, but in no event longer than five (5) years from the conveyance of the first unit, the Condominium will not be allowed to incur a substantial increase in maintenance costs (e.g., no additional employees) and cannot make any repairs or alterations greater than $10,000.00 without the Sponsor's consent. However, this $10,000.00 limitation shall not be applicable to the expenses to (i) comply with applicable laws and regulations; or (ii) remedy any notice of violation; or (iii) remedy any work order by an insurer; or (iv) for any repair or maintenance required for the health and/or safety of the occupants of the building.

Section 12 Limited Common Elements

All repairs and maintenance of limited common elements shall be the sole responsibility of the unit owner or owners having exclusive use thereof.

Section 13 Restrictions on Use of Units

In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) Each unit may only be used for its designated purpose in accordance with the Certificate of Occupancy.

(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 incidental 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) (i) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency, 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.

(ii) Sponsor will not, through control of the Board or otherwise, amend the By-Laws to permit the prohibited uses.

(e) No garbage, in cans or otherwise, shall be placed in the halls or on the staircase landings, or any other portion of the Common Elements except where designated by the Board of Managers or Managing Agent.

(f) The Board of Managers or its designated agent may retain a passkey to the units. No unit owner shall alter any lock or install a new lock on any door of the units without the written consent of the Board of Managers. When such consent is given, the unit owners shall provide the Board of Managers, or its agent, with an additional key.

(g) If any keys are entrusted by a unit owner or by his agent, servant, employee, invitee, licensee or visitor, to any employee or agent of the Board of Managers, for any lock other than a lock on the door of the unit, the relinquishment of the key shall be at the sole risk of such unit owner or other person, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

(h) Unit owners may not maintain pets in the Units.

(i) The following smoking policy applies to the Condominium:

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the “Smoking Policy”).

(1) Definitions

a) “Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

b) “Smoking” means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-

tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

c) "Tenant" means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

d) "Unit Owner" means the individual(s) or entity owning a Condominium Unit in the Condominium.

(2) Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

c) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant.

d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, any area within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

(3) Penalties for Violations

a) Every person who violates Subsections (a), (b) or (c) of Section 2 shall, for a first violation thereof, pay a fine of One Hundred Dollars ($100.00); for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

b) Failure of any person to pay penalties as provided in this Section(a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

(4) Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

(5) Enforcement

a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

(6) Effective Date

This Smoking Policy is effective immediately.

Section 14 Additions, Alterations or Improvements by Board of Managers

(a) Whenever in the judgment of the Board of Managers the common elements shall require additions, alterations or improvements costing in excess of $10,000.00 and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners and by each holder of mortgages constituting first liens on twenty-five percent (25%) or more units, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing $10,000.00 or less may be made by the Board of Managers without approval of the unit owners and the cost thereof shall constitute part of the common expenses.

(b) Notwithstanding the above, as long as the Sponsor continues to own twenty-five percent (25%) or more units, the Condominium will not be allowed without Sponsor's consents to incur a substantial increase in maintenance costs (e.g., no additional employees) and cannot make any alterations costing greater than $10,000.00.

Section 15 Additions, Alterations or Improvements by Unit Owner

No unit owner shall make any structural addition, alteration or improvement or perform electrical and plumbing works in or to his unit, without prior written consent thereto of the Board of Managers. All electrical appliances and equipment of any kind of nature, installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the Public Authorities having jurisdiction. The Board of Managers shall have the obligation to answer 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. Any 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 incurring any liability on the 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. The provisions of this Section 15 shall not apply to units owned by the Sponsor until such units shall have been sold by the Sponsor and paid for. Balconies shall not be enclosed.

Section 16 Use of Common Elements and Facilities

A unit owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall not be used for any other purpose than normal transit through them.

Section 17 Right of Access

A unit owner shall grant a right of access to his unit, to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making the manager or the managing agent inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or 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 at least twenty-four (24) hours 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, any costs for repairs shall be borne in accordance with the provisions of Section 11 of this Article VI.

Section 18 Rules of Conduct

Rules and regulations concerning the use of 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. Copies 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.

Section 19 Water Charges and Sewer Rents

Water shall be supplied to all the units and the common elements through a building meter, and the Board of Managers shall pay, as a common expense, all charges for water consumed on the condominium property including 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 common area as of the date of closing of title to such unit promptly after such charges shall have been billed.

Section 20 Electricity and Gas

Electricity and gas shall be supplied by the public utility company serving the area directly to each unit through a separate meter. Each unit owner shall be required to pay the bills for electricity and gas within his/her unit. The electricity and gas serving the common area shall be separately metered, and the Board of Managers shall pay all bills for electricity consumed in the portions of the common elements as common expenses.

Section 21 Operating Account

There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all units. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the common elements and for the purchase, lease, sale and other expenses resulting from the purchase or lease of the units.

Section 22 Other Accounts

The Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

ARTICLE VII

MORTGAGES

Section 1 Notice to Board of Managers

A unit owner, who mortgages his unit, shall notify the Board of Managers the name and address of his mortgagee and shall file a conformed 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 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 nonpayment 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 Notice of Condemnation or Casualty Loss

The Board of Managers, when giving notice to a unit owner of condemnation or casualty loss, shall send a copy of such notice to each holder of a mortgage and guarantor(s) of the mortgage, if any, covering such unit whose name and address has heretofore been furnished to the Board of Managers

Section 5 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.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1 Right of First Refusal on Sale or Lease of Units by the Board of Managers

(a) A unit owner has the right to sell or lease his unit provided he gives notice of the bona fide terms of any proposed sale or lease to the Board of Managers and obtains its waiver of first right of refusal to purchase or lease such unit. The failure of the Board of Managers to act on such proposed sale or lease within thirty (30) days after notice thereof shall be deemed to constitute the waiver. If the Board elects to exercise its right of first refusal, it shall within fifteen (15) days after making its decision known, produce a purchaser or lessee approved by it who will accept the transaction upon terms as favorable to the unit owner as the terms stated in the notice to the Board. If the Board does not produce such a purchaser or lessee within the aforesaid fifteen (15) days, the unit owner shall have the right to effectuate such sale or lease on the terms submitted, as more specifically set forth herein.

(b) The Board of Managers or its designee, may elect to purchase or lease such unit on behalf of all of the unit owners, in the manner set forth herein, provided that approval for such purchase or lease is obtained from the unit owners of not less than seventy-five percent (75%) of the units in common interest. In the event the Board of Managers does not have sufficient funds on hand for such purchase or lease from working capital, it may either borrow such funds and/or assume an existing indebtedness secured by the unit, provided such borrowing is secured only by a mortgage, or may assess the unit owners therefore in proportion to their respective common interest, or the Board may use any combination of these methods to undertake the acquisition.

(c) In the event the Board shall notify the selling unit owner of its intention to exercise its right to purchase or lease of the unit then, within fifteen (15) days of such notification the Purchaser or Lessee supplied by the Board, shall execute a contract to sell or lease pertaining to such unit at the purchase price and other terms set forth in the contract to sell supplied with the notice of transfer or on other terms more favorable to the owner of the unit. The closing of title of the unit or date of the commencement of the term of lease shall be the same as set forth in the contract to sell or lease included in the notice of intention to sell the unit.

Section 2 Unauthorized Sale or Lease is Voidable

Any sale, voluntary transfer, conveyance or lease which is not authorized by the terms of these By-Laws or for which authorization has not been obtained pursuant to the terms thereof is voidable and may be voided in an action brought by an immediately contiguous unit owner or the Board of Managers.

Section 3 Notice

(a) All notices referred to in this Article VIII shall be given by registered or certified mail, return receipt requested. Delivery shall be deemed made and notice shall be deemed given by such mailing and shall not be dependent upon acceptance by the addressee.

(b) A unit owner intending to make a transfer, sale or lease or the unit or any part thereof, or interest therein, shall give notice to the Board of Managers of such intention. He shall furnish at the time to the Board: (i) the name and address of the intended grantee or lessee; (ii) a statement of all the terms of the transactions; (iii) financial references of the transferee or lessee; (iv) the specific occupation of the transferee or lessee including any areas of specialization; (v) an executed copy of the proposed contract to sell or lease; and (vi) such other information as the Board of Managers may reasonably require. He shall use the form, if any, supplied by the Board in order to supply such information. Such notice, when given, shall constitute a representation, warranty and an offer to sell or lease to any purchaser or lessee produced by the Board and a representation that the unit owner believes the offer to be bona fide in all respects.

Section 4 Unit Owner's Right to Withdraw Unit from Proposed Sale or Lease

Where the Board has failed to act on a transaction, or where the Board has acted but has not yet produced a purchaser within the fifteen (15) day period permitted, the unit owner may withdraw his offer to sell or lease, or sell or lease in accordance with the proposed terms submitted to the board.

Section 5 Form of Consent for the Board

The action by the Board of Managers consenting to a sale or lease shall be in recordable form. The failure of the Board to act on a notice given to it within thirty (30)

days shall be deemed to constitute approval of the sale or lease. The unit owner, purchaser or lessee may demand and shall be entitled to receive from the Board consent to the sale or lease in recordable form.

Section 6 Approval of Occupant of Unit

If the proposed purchaser or lessee of a unit, or any interest, therein, is other than a natural person, the approval of the sale may be conditioned upon the approval of the entity or entities which will occupy the unit.

Section 7 Transaction to Which the Right of First Refusal does not Apply

The right of first refusal granted herein shall not be applicable to the following:

(a) The sale, lease or sublease of units by or to the Sponsor;

(b) Foreclosure or other judicial sale of Condominium units or a conveyance by the owner of a unit to a Mortgagee in lieu of foreclosure; and any subsequent sale, lease or sublease by a Mortgagee (provided that unrelated person(s) acquiring the unit from such Mortgagee shall be subject to such right or prior refusal herein);

(c) The sale, lease, or sublease from a unit owner to a partnership, corporation or limited liability company in which the unit owner is a partner or principal stockholder or member; from a partnership, corporate owner, or limited liability company to the partners, stockholders or members thereof; from partners who are owners to new partners; from one co-owner to another;

(d) A conveyance or transfer from a unit owner by gift, devise by will or interstate succession.

Section 8 No Severance of Ownership

No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interest of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer or other dispositions of the unit to which such interest or interests are appurtenant, or as part of a sale, transfer of other disposition of such part of the Appurtenant Interests of all units.

Section 9 Waiver of Right of Partition With Respect to Such Units as Are Acquired By the Board of Managers or Its Designee, On Behalf of All Unit Owners As Tenants in Common

In the event that a unit shall be acquired by the Board of Managers or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 10 Mortgage of Units

No unit owner shall mortgage his unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the seller of the unit. Any such mortgage shall be made substantially in the form on file with the Board of Managers except for such charges or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers.

Section 11 Selling and Leasing of Units-Payment of Assessments

(a) No unit owner shall convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until all unpaid common charges assessed against his unit shall have been paid to the Board of Managers and until he has satisfied all unpaid liens against his unit except for permitted mortgages. However, such unpaid common charges can be paid out of the proceeds from the sale of a unit, or by the grantee. Further, a unit owner may convey his unit and his common interest appurtenant thereto, to the Board of Managers on behalf of all unit owners free of any cost to the Board or the unit owners and upon such conveyance such unit owner shall not be liable for any common charges thereafter accruing against such unit. Any sale or lease of any unit in violation of this section shall be voidable at the election of the Board of Managers.

(b) The provisions of this section shall not be applied to the acquisition or sale of a unit by a mortgagee who shall acquire title to such unit by foreclosure or by dead in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

ARTICLE IX

CONDEMNATION

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 seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall arrange for the repair and restoration of such common elements and the Board of

Managers 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 percent (75%) or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, 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 3 of Article VI of these By-Laws. As used in the Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

ARTICLE X

RECORDS

Section 1 Record and Audits

The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, 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, including as a separate account for each unit, which among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all unit owners. All unit owners will receive annually, within three (3) months of the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and a profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the unit owner and notice of the holding of the annual unit owners meeting. The cost of such report shall be paid by the Board of Managers as a common expense. All unit owners shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board, but not more than once a month.

ARTICLE XI

MISCELLANEOUS

Section 1 Invalidity

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2 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 these By-Laws, or the intent of any provision thereof.

Section 3 Gender

The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so 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, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XII

AMENDMENTS TO BY-LAWS

Section 1 Amendments to By-Laws

(a) These By-Laws may be modified or amended by the vote of 66 2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purpose, but only with the written approval of the unit mortgages, if such approval is required.

(b) Notwithstanding anything to the contrary in the previous provision, so long as the Sponsor has any unsold units remaining, no amendment to the By-Laws or the Declaration affecting the rights of the Sponsor shall take place without the written consent of the Sponsor, which consent shall not to be unreasonably withheld.

ARTICLE XIII

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.

SECTION II CERTIFICATIONS

Certification of Sponsor and Principals

October 29, 2020

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

Re: 82 Real Estate Condominium
935 57th Street
Brooklyn, New York 11219

Dear Sir(s):

We are the Sponsor and Sponsor's principals of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

i) set forth the detailed terms of the transaction and be complete, current and accurate;

ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

iii) not omit any material fact;

iv) not contain any untrue statement of a material fact;

v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vii) not contain any representation or statement which is false where I/we:

a) knew the truth;
b) with reasonable effort could have known the truth;
c) made no reasonable effort to ascertain the truth; or
d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that the violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

SPONSOR: 82 Management LLC

By: _____
Li Zhu, Managing Member

PRINCIPAL OF SPONSOR:

_____
Li Zhu

Sworn to before me this
29th day of Oct, 2020

_____
Notary Public

SELYNA D ENG
Notary Public, State of New York
No. 01EN6227450
Qualified in New York County
Commission Expires August 30, 2022

LAM & LAM ENGINEERING D.P.C.

112-45 Roosevelt Avenue
Corona, New York 11368
Tel.: (212) 274-8833

CERTIFICATION OF SPONSOR'S ENGINEER

February 9, 2022

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

Re: 82 Real Estate Condominium
935 57th Street
Brooklyn, NY 11219

Dear Sirs:

The undersigned, an engineer licensed to practice as a Professional Engineer in New York State, certifies as follows:

The sponsor of the Offering Plan to convert the captioned property to a condominium ownership retained me/our firm to prepare a report describing the construction of the property (Hereinafter the "Report"). I/we visually inspected existing portions of the property, if any, on February 3, 2022, and I/we examined the building plans and specifications that were prepared by me dated September 1, 2017 as amended, and prepared the Report dated February 3, 2022 a copy(ies) of which is (are) intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

I am/we are a registered architect in the State in which the property is located.

I/we understand that I am/we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I/we have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I/we certify that the Report:

i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that 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 construction, provided that 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/we further certify that I am/we are not owned or controlled by and have no beneficial interest in the sponsor and that my/our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Lam & Lam Engineering D.P.C.

By: _____ 2-10-2022
Benjamin B. Lam, Professional Engineer

Sworn to before me this
10th day of Febuary, 2022

_____
Notary Public

LINZHAO ZHU
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Richmond County
01ZH6361455
MY COMMISSION EXPIRES 07/10/2025

GRAND DEVELOPMENT REALTY LLC

33-70 Prince Street, Suite 301
Flushing, NY 11354
Tel.: (917) 362-9666

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING
ADEQUACY OF BUDGET

February 15, 2021

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

Re: 82 Real Estate Condominium
935 57th Street
Brooklyn, NY 11219

Dear Sirs:

The undersigned, a New York licensed real estate broker, certifies as follows:

The Sponsor of the Condominium Offering Plan for the captioned property has retained me/our firm to review the Schedule(s) B and B-1, containing projections of income and expenses for the first year of condominium operation. We have over ten years' experience in sales and management of rental properties. We have managed about five properties including some residential properties.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1.

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 have also relied on our experience in managing residential buildings.

We certify that the projections in Schedule B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

i) set forth in detail the projected income and expenses for the first year of condominium operation;

ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

iii) do not omit any material fact;

iv) do not contain any untrue statement of a material fact;

v) do not contain any fraud, deception, concealment, or suppression;

vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vii) do not contain any representation or statement which is false where we:

a) knew the truth;
b) with reasonable effort could have known the truth;
c) made no reasonable effort to ascertain the truth; or
d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This Certification is made under penalty of perjury for the benefit of all persons to whom this Offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

By: Steve S. Cheung
Steve S. Cheung, Broker

Sworn to before me this
15th day of February, 2021

Notary Public

LIXIN YANG
Notary Public, State of New York
Reg. No. 02YA6186873
Qualified in Nassau County
Commission Expires May 12, 2024

GRAND DEVELOPMENT REALTY LLC

33-70 Prince Street, Suite 301
Flushing, NY 11354
Tel.: (917) 362-9666

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY COMMERCIAL UNIT OWNER(S)

February 15, 2021

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

Re: 82 Real Estate Condominium
935 57th Street
Brooklyn, NY 11219

Dear Sirs:

The undersigned, a New York licensed real estate broker, certifies as follows:

The Sponsor of the Condominium Offering Plan for the captioned property has retained our firm to review the Schedule B which includes projections of common charges payable by the owners of commercial unit(s). We have over ten years' experience in sales and management of rental properties. We have managed about five properties including some residential properties.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit(s) listed in Schedule B.

We have reviewed the Schedule as it impacts upon the commercial unit(s) and investigated the facts underlying it with due diligence in order to form a basis for this certification. We have also 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 unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit(s) also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owners of commercial unit(s):

i) set forth in detail the projected common charges for the commercial unit(s) for the first year of condominium operation;

ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of commercial unit(s);

iii) do not omit any material fact;

iv) do not contain any untrue statement of a material fact;

v) do not contain any fraud, deception, concealment, or suppression;

vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vii) do not contain any representation or statement which is false where we:

a) knew the truth;
b) with reasonable effort could have known the truth;
c) made no reasonable effort to ascertain the truth; or
d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial unit(s) for the first year of condominium operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

By: Steve S. Cheung

Steve S. Cheung, Broker

Sworn to before me this
15th day of February, 2021

Notary Public

LIXIN YANG
Notary Public, State of New York
Reg. No. 02YA6186873
Qualified in Nassau County
Commission Expires May 12, 2024

SECTION JJ

ESCROW AGREEMENT

FOR

82 REAL ESTATE CONDOMINIUM

THIS ESCROW AGREEMENT (Hereinafter the "AGREEMENT") is made as of this _____ day of _____, 2022, by and among _____ (Hereinafter the "PURCHASER"), 82 Management LLC, (Hereinafter the "SPONSOR"), as sponsor of 82 Real Estate Condominium Offering Plan (Hereinafter the "Plan") and Lawrence Lixin Yang, P.C. (Hereinafter the "ESCROW AGENT").

WHEREAS, SPONSOR has filed the Plan with the Attorney General to offer for sale condominium interests at the premises located at 935 57th Street, 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 (Hereinafter the "GBL") Sections 352-e (2-b), 352-h and the New York Department of Law's regulations promulgated thereunder; and

WHEREAS, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (Hereinafter the "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

(a) ESCROW AGENT shall establish 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 the Unit (Hereinafter the "Purchase Agreement") at Citibank, located at 215 Jericho Turnpike, Floral Park, New York 11001, in the State of New York (Hereinafter the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Lawrence Lixin Yang, P.C. As Attorney (Hereinafter the "Escrow Account"). The account number is _____.

(b) ESCROW AGENT has designated the following attorney to serve as signatory: Lawrence (Lixin) Yang. 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 3A-1, Flushing, New York 11354, and a telephone number of (718) 886-7999.

(c) 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.

(d) 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 .

(e) The Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT

(a) All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which 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 Lawrence Lixin Yang, P.C., 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 be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

(b) 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 the initial interest rate earned thereon. If the PURCHASER does not receive notice 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, NY10005-1413. 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 the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS

(a) 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.

(b) ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

(i) pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the Unit;

(ii) in a subsequent writing signed by both SPONSOR and PURCHASER; or

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

(c) If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3(b) 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(b) 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.

(d) Sponsor shall not object to the release of the Deposit to:

(i) Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(ii) Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING

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

(b) Upon the dissolution of the 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.

(c) 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

(a) ESCROW AGENT shall maintain the Escrow Account under its direct supervision and control.

(b) 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.

(c) 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

(a) 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.

(b) 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.

(c) 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

(a) This Agreement shall remain in effect unless and until it is canceled by either:

(i) 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;

(ii) 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 therefore.

(b) Upon termination of the duties of ESCROW AGENT as described in paragraph 7(a)(i) or 7(a)(ii) 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

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

9. GOVERNING LAW

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

10. ESCROW AGENT'S COMPENSATION

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

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

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

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:

Lawrence Lixin Yang, P.C.

By:_____
[Name]:
[Title]:

SPONSOR

82 Management LLC

By:_____
[Name]:
[Title]:

PURCHASER

[INSERT NAME]

By:_____
[Name]:
[Title]:

SECTION KK

ESCROW AGREEMENT ON THE SPONSOR'S FUND FOR PAYMENT OF COMMON CHARGES

AGREEMENT is made this _____ day of _____ 2022, by and among 82 Management LLC, having an office at 656 50th Street, Brooklyn, NY 11220, (Hereinafter the "Sponsor"), the Board of Managers of 82 Real Estate Condominium, having an office at 656 50th Street, Brooklyn, NY 11220, (Hereinafter the "Board"), and Lawrence Lixin Yang, P.C., having an office at 136-20 38th Avenue, Suite 3A-1, Flushing, New York 11354 (Hereinafter the "Escrow Agent").

1. Fund

Following the closing of the 1st Unit of 82 Real Estate Condominium, the Sponsor agrees to deposit the sum of $8,550.00 which is equivalent to two (2) months' common charges for the Condominium into the Escrow Account of Escrow Agent to be opened and maintained at Citibank at its Floral Park Branch located at 215 Jericho Turnpike, Floral Park, New York 11001 for the purpose of securing the payment of common charges to be paid by the Sponsor for the unsold units.

2. Covenant by Sponsor

Sponsor covenants and promises to make payment for the common charges of all the Units unsold and held by Sponsor to the Board of Managers on the 1st day of each and every month upon the closing of the first Unit and thereafter.

3. Release of Fund

(a) In the event that Sponsor fails to make payment for the common charges as provided in Subsection 2 above within thirty (30) days after such are due, the Board of Managers may send a written notice to the Escrow Agent (with a copy to the Sponsor) to request the release of portion of the Fund that is equal to the amount overdue pursuant to Subsection 2 above.

(b) After receiving said written notice from the Board of Managers, Escrow Agent must give Sponsor prior written notice of not fewer than thirty (30) days before releasing the Fund. If Escrow Agent has not received notice of objection to the release of the Fund prior to the expiration of the thirty (30) day period, the Fund shall be released and Escrow Agent shall provide further written notice to Sponsor informing it of said release. If Escrow Agent receives a written notice from Sponsor objecting to the release of the Fund within said thirty (30) day period, Escrow Agent shall continue to hold the Fund until otherwise directed pursuant to an agreement between the Board of Managers and Sponsor.

(c) Notwithstanding the provisions in Subsection 2(b), Sponsor shall not object to the release of the Fund when the common charges for the Units unsold and held by Sponsor are actually overdue.

(d) Notwithstanding the foregoing, until the Fund is exhausted or this Agreement is early terminated, Escrow Agent shall have the right at any time to deposit the Fund contained in the Escrow Account with the Clerk of the county where the unit(s) is located and shall give written notice to both Board of Managers and Sponsor of such deposit.

(e) Escrow Agent is hereby authorized to release the Fund, or the balance thereof, to Sponsor, if any, within five (5) days after one (1) year has elapsed since the closing of title to the first Unit, unless Escrow Agent receives notice of objection to the release of the Fund prior to the expiration of the five (5) day period from the Board of Managers.

4. Termination of Agreement

(a) This Agreement shall remain in effect unless and until it is canceled or terminated by either:

(i) Written notice given by Sponsor (or the Board of Managers, if Sponsor is no longer in control) 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; or

(ii) 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 the Board of Managers of the identity of the successor escrow agent, the Bank in the State of New York where the Fund is being held, and the account number therefor.

(b) Upon termination of the duties of Escrow Agent as described in Subsection 4(a)(i) or 4(a)(ii) above, Escrow Agent shall deliver the Fund held by Escrow Agent and any other documents maintained by Escrow Agent relating to the Fund to the successor escrow agent.

5. Successors And Assigns

This Agreement shall be binding upon Sponsor, the Board of Managers, and Escrow Agent and their respective successors and assigns.

6. Governing Law

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

7. Indemnification

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.

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

Sponsor:

82 Management LLC

By: _____
[Name]:
[Title]:

Board of Managers

By: _____
[Name]:
[Title]:

Escrow Agent:

Lawrence Lixin Yang, P.C.

By: _____
[Name]:
[Title]:

SECTION LL

FORM CONDOMINIUM UNIT INTERIM LEASE

THIS CONDOMINIUM UNIT INTERIM LEASE (Hereinafter the "Interim Lease") was entered into this _____ day of _____, 2022 by 82 Management LLC, Sponsor/Seller (Hereinafter the "Landlord") and _____, Purchaser (Hereinafter the "Tenant") to lease the Unit and the Stated Interest in the Common Elements at the rent and for the term herein stated. The sole purpose of this Lease is to accommodate Tenant for the reason that Landlord and Tenant entered into a Purchase Agreement on _____ for the sale of the premises as described below.

PREMISES: 935 57th Street, Brooklyn, NY 11219 **UNIT:** _____

NAME OF CONDOMINIUM: 82 Real Estate Condominium

GARAGE SPACE: _____ **GARAGE FEE:** _____

LANDLORD: 82 Management LLC **TENANT:** _____

_____ _____

Date of Lease: _____ _____

Lease Term: Month to Month Monthly Rent: $ _____

Commencement Date: _____ Security Deposit: $ _____

Termination Date: N/A

Section 1 Use and Occupancy

The Unit may only be used strictly for residential purposes and may only be occupied by Tenant and Tenant's spouse and children.

Section 2 Inability to Give Possession

The failure of Landlord to give Tenant possession of the Unit on the Commencement Date shall not create liability for Landlord. In the event that possession of the Unit is not delivered on the Commencement Date, Monthly Rent hereunder shall begin on the date that possession of the Unit is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered.

Section 3 Rent

§ 3.1 Tenant shall pay Monthly Rent in full on the first day of each month of the Interim Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing. Rent shall not be abated or forgiven due to damage to or inability to use the common elements.

Upon signing this Interim Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit.

§ 3.2 Additional Rent may include, but is not limited to

§ 3.1.1 Any additional insurance premiums and/or expenses paid by Landlord which are chargeable to Tenant as stated hereinafter:

§ 3.1.2 All increases in Common Charges, Common Expenses and other assessments allocated to the Unit which are in excess of those charges as of the date this Lease is executed;

§ 3.1.3 Any increase in the real estate taxes above the real estate taxes being levied for the tax year in effect as of the date this Lease is executed.

Additional Rent is due and payable with the Monthly Rent for the next month after Tenant receives notice from Landlord that Additional Rent is due and payable.

Section 4 Condition of Unit

§ 4.1 Tenant acknowledges that Tenant is accepting the Unit in its **"as is"** condition. Tenant further acknowledges that Tenant has thoroughly inspected the Unit and has found the Unit to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant knows how to operate the appliances and shall do so in accordance with the manufacturer's instructions.

§ 4.2 Landlord is not responsible in any way for errors contained in the condominium brochure or plans, unless it is due to Landlord's gross negligence.

Section 5 Security

The Security Deposit is due upon the Tenant signing this Interim Lease. The Security Deposit shall not be used for the payment of Monthly Rent and/or Additional Rent unless agreed to, in writing, by Landlord and Tenant. Within ten (10) days after Tenant surrenders possession of the Unit at the expiration of the Lease Term, Landlord shall return the Security Deposit, less any cost of repairs as authorized by this Lease, to Tenant at an address Tenant provides.

Section 6 Services and Utilities

§ 6.1 Tenant is responsible for paying all electric, gas, water, telephone and any other utilities allocated to the Unit. Unless it is part of the service or utilities contained in the Unit as of the date of this Interim Lease, use of a dishwasher, clothes washer and dryer machines, freezer, air purifier, portable heater, air conditioner or similar appliances is prohibited without Landlord's written consent.

§ 6.2 Landlord will supply (a) heat, in such quantity and for such time as mandated by law, (b) hot and cold water, (c) air conditioning, if already existing in the Unit (Hereinafter the "Services"). If the Services are temporarily interrupted due to an accident, emergency and/or repairs, Tenant's obligation to pay rent, in full, shall not be affected thereby.

§ 6.3 Landlord will also supply a refrigerator, stove/oven, dishwasher, window air conditioning unit, clothes washer and clothes dryer (as provided in Section EE of Part II of the Offering Plan) (Hereinafter the "Appliances"). Any damage to the Appliances which is caused by the willful and/or negligent acts of Tenant may be repaired by Landlord, the cost of which shall be Additional Rent.

§ 6.4 Tenant shall pay for the following services either directly or to Landlord when billed: electric, fuel, gas, oil, water, telephone, landscaping, snow removal, sanitation.

Section 7 Furnishings

The Unit is being delivered (furnished) (unfurnished). If furnished, Landlord has given an inventory of the furnishings which inventory has been signed by Tenant and Landlord. Tenant acknowledges that said furnishings are in good condition and Tenant accepts same in **"as is"** condition.

Section 8 Repairs and Alterations

§ 8.1 Tenant shall maintain all appliances, equipment, furniture, furnishings and other personal property included under this Interim Lease and, upon the surrender of the Unit on the Termination Date, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. Tenant shall make all repairs which become necessary due to Tenant's acts and/or negligence. If Tenant does not make such repairs, Landlord may do so, the cost of which shall be Additional Rent. In the event that Tenant defaults under the terms of this Paragraph 8, Landlord may make necessary repairs or replacement, the cost of which shall be deducted from the Security Deposit.

§ 8.2 Tenant shall not make any alterations, additions, modifications and/or changes to the Unit during the Lease Term.

Section 9 Maintenance of Unit

Tenant shall maintain the Unit in a neat, clean and presentable condition.

Section 10 Pets

Pets of any kind or nature (shall) (shall not) be allowed in the Unit.

Section 11 Damage, Fire or Another Catastrophe

§ 11.1 In the case of fire damage or other damage to the Unit not caused by Tenant, Tenant shall give Landlord immediate notice of same. Upon receipt of such notice, Landlord may either (a) repair the Unit or (b) terminate the Interim Lease. If Landlord makes repairs to the Unit, Landlord shall have a reasonable time in which to do so. If the damage to the Premises or the Unit renders the Unit uninhabitable, Landlord shall give notice to Tenant, after repairs are made, of the date on which the Unit may be reoccupied. Monthly Rent for the period that Tenant can not occupy the Unit because of the damage shall be forgiven.

§ 11.2 In the event that Landlord terminates this Interim Lease because of the damage, Landlord shall give Tenant three (3) days notice of Landlord's intent to so terminate, in which event, Monthly Rent shall be due for the period up to the date the Premises or the Unit incurred the damage.

§ 11.3 Notwithstanding the provisions of Section 227 of the New York Real Property Law, if the Unit situated is substantially damaged by fire or other catastrophe (Hereinafter the "Occurrence"), Landlord has the absolute right to demolish, renovate or rebuild the Unit. Landlord may cancel this Interim Lease, in such event, upon thirty (30) days written notice to Tenant of Landlord's intent, which notice shall include the date on which the Interim Lease terminates, which shall, in no event, be less than thirty (30) days from the date of said notice. By canceling this Lease in accordance with the terms of this Paragraph, Landlord is not obligated to repair, renovate or rebuild the Unit. Monthly Rent and Additional Rent shall be paid by Tenant up to the date of the Occurrence.

Section 12 Liability

§ 12.1 Landlord shall not be liable for any loss, damage or expense to any person or property except if such loss is caused by the willful acts of Landlord.

§ 12.2 Tenant shall be liable for the acts of Tenant, Tenant's family, guests and/or invitees. Landlord's cost and expense in repairing any such damage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by Tenant to Landlord.

§ 12.3 Landlord is not liable to Tenant should anyone be refused entry into the Building.

§ 12.4 Landlord is not liable for damages or otherwise if Tenant suffers them as a result of any acts of commission or omission of the Board of Condominium or its Managers or any other party responsible to the Board of Managers. Landlord is not liable

to Tenant with regard to any of the obligations of the Board of Condominium or its Managers or other party responsible to them under the Condominium Declaration. The obligation to pay Rent and Additional Rent under this Interim Lease continues even if the Board of Condominium or its Managers and other party responsible to them fails to perform such obligations. Landlord will use its best efforts to cause the Board of Managers and other party responsible to them to fulfill their obligations.

§ 12.5 Tenant, by executing this Interim Lease agrees to indemnify and hold Landlord harmless from and against any claims arising from the Condominium Declaration related to Tenant's acts and/or negligence.

Section 13 Insurance and Risk of Loss

§ 13.1 Tenant is obligated to carry whatever property and/or liability insurance that Landlord requires and shall have named on the policy of insurance Landlord, as an insured. Tenant must deliver a copy of the declaration page of the policy of insurance or the binder showing Landlord as an insured prior to taking possession of the Unit.

§ 13.2 Tenant assumes the risk of loss for the personal property not covered by the condominium insurance. Insurance proceeds are available to either Sponsor/Landlord or the condominium for loss to the Unit and an interim lessee shall not assume such loss.

Section 14 Entry

§ 14.1 Except in an emergency, for the purposes of repair, inspection, extermination, installation or repair of any system, utility or appliance or to do any work deemed necessary by Landlord, Landlord may enter the Unit on reasonable notice and at reasonable times. Upon giving such notice, Landlord may also enter the Unit to show the Unit to prospective purchasers, lenders or other persons deemed appropriate and necessary by Landlord.

§ 14.2 Landlord is not responsible for disturbance to tenant or damage to Tenant due to work being performed on behalf of Landlord or the Board of Condominium or its Managers and Tenant waives any claim of eviction in such event.

§ 14.3 Upon reasonable notice to Tenant, the representatives of the Board of Condominium or its Managers or any other party authorized by them or by the Condominium Declaration may enter the Unit and Landlord assumes no responsibility nor shall Landlord be liable for any damage or loss caused by them.

Section 15 Assigning or Subletting

This Interim Lease may not be assigned by Tenant nor shall Tenant sublet the Unit.

Section 16 Subordination

This Interim Lease and Tenant's rights hereunder are subject and subordinate to all existing and future leases for the Building in which the Unit is situated, to all mortgages on said leases and/or the Unit and/or the Building and all renewals, modifications and extensions thereof. Upon request by Landlord, Tenant shall execute any certificate to this effect.

Section 17 Landlord's Consent

If, under the terms of this Interim Lease, the consent of Landlord is required, such consent shall not be unreasonably withheld.

Section 18 Keys, Locks

Tenant shall give Landlord keys to all locks for the Unit. Tenant shall not change any locks or add any locks to the Unit without obtaining Landlord's consent, and if given, Tenant shall provide keys to Landlord for these locks.

Section 19 Signs

§ 19.1 Tenant shall not place any signs on the Unit or upon the Building or in the Unit so as to be seen from outside the Unit.

§ 19.2 Landlord shall have the right to place or cause to be placed on the Unit and/or upon the Building, "For Rent" and/or "For Sale" signs.

Section 20 Compliance with Authorities

Tenant shall, at its own cost and expense, comply promptly with all laws, rules, ordinances and directions of governmental and/or municipal authorities, insurance carriers and/or the Board of Condominium. Tenant shall give all notice Tenant receives which are for Landlord.

Section 21 Tenant's Defaults, Landlord's Remedies

§ 21.1 **Events of Default**

Events of default are defined as following:

a. any commission or omission by Tenant under Sections 8, 9, 10, 11, 12, 13, 15, 18, or 19 of this Lease;

b. an occurrence under Section 23;

c. an uncured default under the Purchase Agreement; and

d. a rescission of the Purchase Agreement by Tenant.

§ 21.2 **Landlord's Remedies**

§ 21.2.1 Landlord must give Tenant notice of default (except for a default in the payment of Monthly Rent and/or Additional Rent) and Tenant, upon receipt of such notice must cure the default within the time stated hereinafter:

a. A default under Sections 8, 9, 10, 11, 12, 13, 15, 18, or 19 of this Interim Lease, ten (10) days;

b. A default under Section 23 of this Interim Lease, thirty (30) days.

§ 21.2.2 In the event that Tenant fails to cure a default within the time stated therefore, Landlord may terminate this Interim Lease. In such event, Landlord shall give Tenant notice stating the date upon which this Interim Lease shall terminate, such date being not less than three (3) days after the date of such notice at which time this Lease shall then terminate. Tenant shall be responsible for Monthly Rent and Additional Rent as set forth in this Interim Lease up to the date of termination.

§ 21.2.3 If this Interim Lease is terminated or Tenant vacates the Unit prior to the Termination Date, Landlord may enter the Unit and remove Tenant and any person or property and/or commence summary proceedings for eviction. The aforesaid actions are not the sole remedies of Landlord.

§ 21.2.4 If this Interim Lease is cancelled or Landlord takes back the Unit, then

a. Monthly Rent and Additional Rent for the unexpired portion of the Lease Term immediately becomes due and payable. In addition, any cost or repair expended by Landlord shall be the obligation of Tenant and shall be deemed Additional Rent;

b. Landlord may re-rent the Unit and anything in it for any term and at any rental and any cost in connection therewith shall be borne by Tenant which may include, but is not limited to the cost of repairs, decorations, preparation for renting, broker's fees, advertising costs and attorney's fees. Any rent recovered by Landlord for the re-renting of the Unit shall reduce the amount of money that Tenant owes to Landlord.

§ 21.2.5 Anything to the contrary notwithstanding, an uncured default under the Purchase Agreement shall be considered as a default under the Interim Lease. The interim lessee must vacate the Unit within thirty (30) days after a default under the Purchase Agreement or rescission of the Purchase Agreement by the Lessee. The Lessee's default under the Interim Lease, if such defaults are not cured by the time of

closing, shall be considered as default under the Purchase Agreement. However, before Sponsor may utilize the default under the Interim Lease to declare the default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Lessee unless the Lessee has vacated the Unit.

Section 22 Condemnation

If any or part of the Unit is taken or condemned by any governmental authority, Landlord may cancel this Interim Lease on notice to Tenant and Tenant's rights hereunder shall end as of the date the authority takes title to the Unit which cancellation date cannot be less than thirty (30) days from the date of Landlord's notice. Tenant shall be liable for Monthly Rent and Additional Rent to the date of cancellation and shall make no claim for the unexpired term of the Interim Lease. Any award for the condemnation is the property of Landlord and Tenant assigns to Landlord any and all rights, interest and/or claim in and to such award.

Section 23 Bankruptcy

Should Tenant file a voluntary petition in bankruptcy or an involuntary petition is filed against Tenant, or should Tenant assign any property for the benefit of creditors or should a trustee/receiver be appointed of Tenant and/or Tenant's property, Landlord can cancel this Interim Lease upon thirty (30) days written notice to Tenant.

Section 24 Notices

Any notice to be given under this Interim Lease shall be in writing addressed to the party at the addresses set forth herein by certified mail or overnight courier service. Notice by Landlord to one named Tenant shall be deemed given to all Tenants and occupants of the Unit. Each party hereto shall accept notices sent by the other. Any change of address by one party must be given, by notice, to the other. Notice shall be deemed given when posted or delivered to the overnight courier service.

Section 25 Waiver of Jury Trial, Set-Off or Counterclaim

The parties hereto waive trial by jury in all matters except for personal injury or property damage claims. In a summary proceeding for eviction, Tenant waives Tenant's right to any set-off and/or counterclaim.

Section 26 Broker

Tenant states that _____ is the sole Broker who showed the Unit to Tenant. Tenant shall hold harmless and indemnify Landlord from any monies expended by Landlord should Tenant's statement herein be untrue.

Section 27 Inability of Landlord to Perform

If Landlord is unable to perform any of its obligations to be performed hereunder

due to governmental orders, labor strife or inability to secure goods or materials, through no fault on the part of Landlord, the Board of Condominium and/or its Managers, this Interim Lease shall not be terminated or cancelled and such inability shall not impact upon Tenant's obligations hereunder.

Section 28 Illegality

Should any part of this Interim Lease be deemed illegal, the remaining portions of this Interim Lease shall not be affected thereby and shall remain in full force and effect.

Section 29 Non-Disturbance

So long as Tenant pays the Monthly Rent and Additional Rent and there exists no defaults under any of the terms of this Interim Lease, Tenant may peacefully occupy the Unit for the Lease Term.

Section 30 Non-Waiver

Any failure by Landlord to insist upon Tenant's full compliance with the terms of this Interim Lease and/or to enforce such terms shall not be deemed to be a waiver of Landlord's rights to insist upon or so enforce the terms of this Interim Lease at a future date.

Section 31 Rules

Tenant shall comply with these rules (Hereinafter the "Rules") at all times. If there is a change in the rules, Landlord will give Tenant notice of same. Landlord shall not be liable to Tenant for another Tenant's violation of the Rules. The rights afforded under the following Rules are for the sole benefit of Landlord:

(a) The quiet enjoyment of other tenants shall not be interfered with;

(b) Sounds, odors and lights which are annoying to other tenants are not allowed;

(c) Floors within the Unit must be covered over seventy percent (70%) of the area of each room except for the bathroom and kitchen;

(d) All posted rules must be followed;

(e) Smoking is not permitted in the Unit or hallways;

(f) All flammable or dangerous items may not be kept or stored in the Unit;

(g) No one is allowed access to or the enjoyment of the roof, except there is a designated recreation area;

(h) Nothing shall be placed on or attached to the fire escapes, windows, doors or in the hallways or common areas;

(i) Elevators, if any, are to be used by tenants and their guests only. Bicycles are not allowed in the elevators. Tenants and their guests are not to leave any garbage, trash and/or debris in the elevators;

(j) Moving of furniture in and out of the Unit must be scheduled with the Landlord;

(k) All deliveries must be made by means of the service entrance, if any;

(l) Laundry machines, if provided, may be used at tenants' risk and cost, may only be used at reasonable hours and all instructions for their use must be strictly followed;

(m) Cleaning of the exterior of the windows from the outside is strictly forbidden;

(n) If parking is provided, improperly parked vehicles may be immediately removed at Tenant's cost;

(o) Tenant may not leave any baby carriages/strollers, bicycles, boxes, cartons and/or any items in hallways;

(p) Tenant shall use its best efforts to conserve energy and water;

(q) Hot plates or means of cooking other than the stove are not permitted.

Section 32 Limitation of Recovery

Should Tenant obtain a judgment or other remedy from a court of competent jurisdiction for the payment of money by Landlord, Tenant is limited to the Landlord's interest in the Premises for the collection of same. Landlord shall not be liable for the acts of the Board of Condominium or its Managers, their agents or representatives.

Section 33 Construction and Demolition

Construction and/or demolition may be done in or near the Unit and Building and if same interferes with the ventilation, view and/or enjoyment of the Unit, Tenant's obligations under this Interim Lease shall, in no way, be affected.

Section 34 Terraces and Balconies

§ 34.1 If there is a terrace or balcony as an adjunct to the Unit, such terrace or balcony is subject to the terms of this Interim Lease.

§ 34.2 Tenant shall keep the terrace or balcony clean, clear of snow, ice, garbage and other debris. No alteration or additions may be made to the terrace or balcony. Tenant's property may not be stored on the terrace or balcony. Cooking on the terrace or balcony is prohibited.

§ 34.3 Tenant shall maintain the terrace or balcony in good condition and make all repairs at Tenant's cost, except those of a structural nature which is the responsibility of Landlord and/or the Board of Condominium or its Managers.

Section 35 Common Recreational Areas

If applicable, Landlord may give Tenant use of any playground, pool, parking or other areas, the use of which will be at Tenant's own risk and Tenant shall pay any charge imposed by Landlord for such use. Landlord's permission to use these areas may be revoked at any time.

Section 36 Garage Space

If this Interim Lease provides for a garage space for Tenant's use, any fee that Landlord charges Tenant shall be Additional Rent and paid in accordance with Section §3.2 of this Lease.

Section 37 Surrender of Unit

On the Termination Date, Tenant shall deliver the Unit to Landlord vacant, in good condition and broom clean. Prior to such delivery, Tenant shall have vacated the Unit, removed Tenant's property, repaired all damages caused by Tenant and return the Unit in the same condition as received, reasonable wear and tear excepted.

Section 38 Parties Bound

This Interim Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest.

Section 39 Section Headings

Section headings are for reference only.

Section 40 Effectiveness

This Interim Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant's attorney.

Section 41 Entire Agreement

Tenant states that Tenant has read this Interim Lease and that it fully incorporates

all understandings, representations and promises made to Tenant by Landlord and/or Landlord's agent and that this Interim Lease supersedes all prior representations, agreements and promises, whether oral or written.

Section 42 Amendments

This Lease may only be changed or amended in a writing signed by the parties hereto.

Section 43 Riders

Additional terms are contained in the riders annexed hereto and designated Rider _____.

Section 44 Voting Rights

Tenant, by virtue of this Interim Lease, does not obtain any voting rights which Landlord has to vote with respect to any matter for which a vote is called by the Board of Condominium or its Managers.

Section 45 Governing Laws

This Interim Lease shall be governed by, and construed in accordance with, the law of the State of New York, without regard to its conflicts of laws. However, no rental protection laws are applicable to this Lease.

Section 46 Conflicts of Provisions

Any inconsistency between this Interim Lease and the Offering Plan, to which the Landlord is the Sponsor, shall be resolved in favor of the Offering Plan.

Section 47 Condominium Smoking Policy

§47.1 The Board of Managers of the Condominium has, in compliance with the City of New York Administrative Code § 17-506.1. et al(Local Law 147) and the New York State Department of Law regulations, adopted a condominium smoking policy(see Exhibit I hereto annexed). The Condominium Smoking Policy is hereby incorporated into and forms part of this Interim Lease.

§47.2 The condominium smoking policy is applicable to Tenant herein as well we all Unit Owners, the invitees and any other person on the premises.

§47.3 Violation of the condominium smoking policy shall subject Tenant to eviction, termination of the Lease in addition to the penalties provided in the condominium smoking policy.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Interim Lease as of the date and year first above written.

LANDLORD	**TENANT**
By: _____	By: _____
[Name]:	[Name]:
[Title]:	[Title]:

EXHIBIT I

82 REAL ESTATE CONDOMINIUM

SMOKING POLICY

Dated: _____

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the "Smoking Policy").

1. Definitions

(a) "Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

(b) "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

(c) "Tenant" means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

(d) "Unit Owner" means the individual(s) or entity owning a Condominium Unit in the Condominium.

2. Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

(a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

(b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

(c) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant.

(d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, any area within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

3. Penalties for Violations

(a) Every person who violates Subsections (a), (b) or (c) of Section 2 shall, for a first violation thereof, pay a fine of One Hundred Dollars ($100.00); for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

(b) Failure of any person to pay penalties as provided in this Section (a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

4. Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

5. Enforcement

(a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

(b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

6. Effective Date

This Smoking Policy is effective immediately.

Board of Managers
of
82 Real Estate Condominium

SECTION MM

CONDOMINIUM LIMITED WARRANTY

Dated: July____, 2022

By and between 82 Management LLC, (the "Sponsor/Seller")
and
_____, (the "Purchaser(s)")

LIMITED WARRANTY

NAME OF PURCHASER(S): _____

_____

ADDRESS OF PURCHASER(S):

_____

_____

ADDRESS OF UNIT WARRANTED:

_____

NAME AND ADDRESS OF SPONSOR: 82 Management LLC
656 50th Street
Brooklyn, NY 11219

EFFECTIVE DATE OF THIS LIMITED WARRANTY ("WARRANTY DATE"):	The date that Purchaser(s) shall first occupy the Residential Unit warranted or the date of delivery of the Deed to such home to Purchaser, whichever occurs first.
SPONSOR'S LIMIT OF TOTAL LIABILITY:	Ten percent (10%) of the purchase price of the Residential Unit less any insurance proceeds received by Purchaser(s) (the "Maximum Liability of Sponsor/Seller")

THIS LIMITED WARRANTY SHALL BE ONLY TO THE REPAIR OF DEFECTIVE MATERIALS OR WORKMANSHIP AS PROVIDED HEREIN AND EXCLUDES ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES, EXCEPT AS REQUIRED BY THE LAW OF THE STATE OF NEW YORK. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

1. To Whom Given

This Limited Warranty is extended only to the Purchaser named on the condominium and only for so long as the Purchaser owns the Unit. It does not extend to subsequent owner of the Unit or other persons including, without limitation, any mortgagee taking possession of the Unit whether by foreclosure or otherwise.

2. By Whom Made

This Limited Warranty is made exclusively by 82 Management LLC.

3. Final Inspection of the Unit

Before the Purchaser moves into the Unit or accept the Deed, the Sponsor will set up an appointment for final inspection of the Unit with the Purchaser. The purpose of this final inspection is to discover any defects or flaws of a visible or obvious nature including, without limitation, mars, chips, dents, cracks, or scratches that may have occurred during the final stage of finishing the Unit, or any unfinished work.

All defects or flaws found on final inspection of the Unit will be itemized on a Final Inspection Statement and Punchlist, which will include a schedule for each item that will be corrected. The Final Inspection Statement and Punchlist will be signed by the Purchaser and the Sponsor before occupancy of the Unit or transfer of the Deed.

When the Purchaser moves into the Unit or accepts the Deed, the Sponsor's responsibility is limited to:

(a) Completion of items shown and as provided on the Final Inspection Statement and Punch List;

(b) Performance of the warranty obligations expressly provided under the provisions of this Limited Warranty. The purpose of the Limited Warranty is to identify the Sponsor's responsibility for construction defects of a latent or hidden kind that would not have been found or disclosed on final inspection of the Unit.

4. Limited Warranty

The Limited Warranty excludes all other warranties on the construction and sale of the Unit and its components, both express and implied. There are no warranties which extend beyond the express terms hereof.

5. Warranty Coverage and Period

The Warranty Period for all coverage begins on the date that the Purchaser, or member of the Purchaser's family takes title to the Unit or any person thereof begins

residential occupancy of the Unit, whichever date is earlier (the "Warranty Date"). It ends at the expiration of the coverage shown below:

FIRST-YEAR BASIC COVERAGE

For one (1) year from the Warranty Date, the Unit will be free from latent defects that constitute:

(a) defective workmanship performed by the Sponsor, an agent of the Sponsor or a subcontractor of the Sponsor;

(b) defective materials provided by the Sponsor, an agent of the Sponsor or a subcontractor of the Sponsor;

(c) defective design provided by an architect, engineer, surveyor, or other design professional engaged exclusively by the Sponsor; or

(d) defective installation of appliances sold as part of the Residential Unit by the Sponsor, an agent, employee or a subcontractor of the Sponsor.

Sponsor under this coverage is not responsible for any defects in any work or materials ordered directly by the Purchaser from Sponsor's subcontractors, suppliers, or other outside suppliers or subcontractors, or for incidental or consequential damages resulting from such work or materials.

Workmanship, materials and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Fire Prevention and Building Code and for homes and Condominium Unit in the City of New York, the Building Code of the City of New York, or in the event such standards do not exist in connection with any warranty item, if they fail to meet the locally accepted building practice.

TWO-YEAR MAJOR SYSTEM COVERAGE

For two (2) years from the Warranty Date, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Unit which have been installed by the Sponsor are warranted to be free from latent defects that constitute defective installation by the Sponsor.

Installation will be considered to be defective if the Sponsor's workmanship upon installation fails to meet or exceed the relevant standards or specifications of the New York State Uniform Fire Prevention and Building Code, and for homes and Condominium Unit in the City of New York, the Building Code of the City of New York, or in the event such standards do not exist in connection with any warranty item, if they fail to meet the locally accepted building practice.

The Plumbing System means: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, oil and sewer service piping, and extensions to the tie-in or a public utility connection, or on-site well and sewage disposal system.

The Electric System means: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The Heating, Cooling and Ventilation Systems mean: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

All systems are expressly exclusive of appliances, fixtures and items of equipment.

SIX-YEAR MAJOR STRUCTURAL DEFECT COVERAGE

For six (6) years from the Warranty Date, the Unit will be free from latent defects that are Major Structural Defects, as defined below, and that constitute:

(a) defective workmanship performed by the Sponsor, and an agent of the Sponsor or a subcontractor of the Sponsor;

(b) defective materials provided by the Sponsor, and an agent of the Sponsor or a subcontractor of the Sponsor;

(c) defective design provided by an architect, engineer, surveyor, or other design professional engaged solely by the Sponsor;

Workmanship, materials and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the New York State Uniform Fire Prevention and Building Code (or, for homes and Condominium Unit in the City of New York, the Building Code of the City of New York) or in the event such standards do not exist in connection with any warranty item, if they fail to meet the locally accepted building practice.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions of the Unit caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the Unit becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girds, lintels, columns, walls and partitions, floor systems, and roof framing systems.

By way of examples and not in limitation of the foregoing, damage to the following non-load bearing portions of the Unit do not constitute a Material Defect for the Material Defect coverage: roofing and sheathing; drywall and plaster; exterior siding; brick, stone and stucco veneer; floor covering material; wall tile and other wall coverings; non-load bearing walls and partitions; concrete floors in the attached garages and cellars that built separately from foundation walls or other structural elements of the Unit;

electrical, plumbing, heating, cooling and ventilation systems; appliances; fixtures and items of equipment; paint; doors and windows; trims; cabinets; hardware; insulation and items of a similar nature.

6. EXCLUSION FROM ALL COVERAGE

The following are expressly excluded from the Basic Coverage, Major System Coverage and Major Structural Coverage:

(a) Loss or damage caused by workmanship performed by any person other than (i) the Sponsor, and (ii) an agent of the Sponsor or (iii) a subcontractor of the Sponsor;

(b) loss or damage caused by defective materials provided by any person other than (i) the Sponsor, (ii) an agent of the Sponsor or (iii) a subcontractor of the Sponsor;

(c) loss or damage caused by defective design provided by any person other than a design professional retained exclusively by the Sponsor;

(d) any fixtures, equipment or appliances included within, including, without limitation, stoves, refrigerators, freezers, room air conditioners, dishwashers, washers, dryers and similar items, unless a latent defect is caused by the failure of Sponsor, its agent or subcontractor to have installed same in a skillful manner;

(e) patent defects including defects shown on the Final Inspection Statement and Punchlist and defects which an examination of the Unit prior to acceptance of the Deed or occupancy of the Unit ought to have been revealed;

(f) defects in outbuildings including without limitation detached garages and detached carports (except outbuildings which contain the Plumbing, Electrical, Heating, Cooling or Ventilation Systems serving the Unit), site located swimming pools and other recreational facilities, driveways, walkways, patios, boundary walls, retaining walls, bulkheads, fences, landscaping (including sodding, seeding, shrubs, trees and plantings), off-site improvements or any other improvements not as part of the Unit itself;

(g) after the first year Basic Coverage, concrete floors of cellars and concrete floor of attached garages that are built separately from foundation walls or other structural elements of the Unit;

(h) damages to real property which is not part of the Unit covered by this Limited Warranty and which is not included in the purchase price of the Unit;

(i) any damage to the extent that it is caused or made worse by:

(I) negligence, improper maintenance or improper operation by anyone other than the Sponsor, its employees, agent or subcontractor;

(II) failure by the Purchaser or anyone other than the Sponsor, its employees, agent or subcontractor to comply with the warranty requirements of manufacturers or suppliers or appliances, fixtures or items of equipment;

(III) failure of the Purchaser to give notice to the Sponsor of any defects or damage within a reasonable time;

(IV) changes in grading of the ground by anyone other than the Sponsor, its employees, agent or subcontractor;

(V) changes, alterations or additions made to the Unit by anyone after the Warranty Date; or

(VI) dampness or condensation due to failure of the Purchaser or occupant to maintain adequate ventilation;

(j) any condition which does not result in actual physical damage to the Unit;

(k) loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightening, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, wind-driven water, changes in the underground water table or other matters not reasonably foreseeable or within the reasonable control of the Sponsor;

(l) loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect;

(m) any damage caused by soil movement, settlement or lumber shrinkage;

(n) any damage which the Unit owner has not taken timely action to minimize;

(o) normal wear and tear and normal deterioration;

(p) insect damage;

(q) bodily injury or damage to personal property;

(r) failure of the Sponsor to complete construction of the Unit;

(s) loss or damage which arises while the Unit is being used primarily for non-residential purposes;

(t) loss or damage due to abnormal loading on floors by the Unit owner which exceeds design loads as mandated by the Building Code;

(u) costs of shelter, transportation, food, moving, storage or other incidental expenses for relocation during repair;

(v) consequential damages except where required by state law; and

(w) any claim not filed in a manner set forth below in Paragraph 8, "Procedure of Claims".

7. WHAT SPONSOR WILL DO IN THE EVENT OF A DEFECT COVERED BY THIS WARRANTY

If a defect occurs in an item covered by this Limited Warranty, the Sponsor will repair, replace or pay the Purchaser reasonable cost of repairing or replacing the defective item(s) within a reasonable time after the Sponsor's inspection or testing discloses the problem. The choice among repair replacement or repayment is solely that of the Sponsor.

In no event will the Sponsor's total liability for deficiencies under this Limited Warranty exceed the Sponsor's limit of total liability, which is ten (10%) percent of the purchase price of the Condominium Unit.

Repair, replacement or repayment of reasonable cost for any major structural defects is further limited to (i) the repair of damage to the load-bearing portions themselves which is necessary to restore their loading-bearing function, and (ii) the repair of those items of the Unit damaged by the major structural defect which made the Unit unsafe, unsanitary or otherwise unlivable.

When the Sponsor finishes repairing or replacing the defect or pays the reasonable cost of doing so, a full release of all legal obligations with respect to the defect must be signed and delivered to the Sponsor.

8. PROCEDURE OF CLAIMS

(a) A written notice of any warranty claim must be made on the attached "Notice of Warranty Claim Form" and must be received by the Sponsor, identified on page 1, no later than the first (1st) business day after warranty coverage on that item expires. Such notice must be sent by Purchaser to Sponsor by certified or express mail, return receipt requested. If this Notice of Warranty Claim Form is not properly completed and received by the Sponsor by the deadline specified above, the Sponsor will have no duty to respond to any complaint or demand, and any and all claims may be rejected. **COMPLETION AND DELIVERY OF SUCH NOTICE OF WARRANTY CLAIM IN A TIMELY MANNER IS NECESSARY TO PROTECT THE RIGHTS OF THE PURCHASER UNDER THIS LIMITED WARRANTY.**

(b) No step taken by the Sponsor, Purchaser or any other person to inspect, test or correct defects will extend any time period under this Limited Warranty. The Sponsor's response to any complaint or request, other than a timely and properly

completed Notice of Warranty Claim, will not impair, prejudice or otherwise affect any right of the Sponsor, including but not limited the Sponsor's right to receive a timely and properly completed Notice of Warranty Claim.

(c) In response to a Notice of Warranty Claim, or any other complaint or request of the Purchaser, Sponsor and the Sponsor's agent will have the right to inspect and test the portion of the Unit to which the claim, complaint or request relates. The Purchaser and occupants of the Unit must provide reasonable access to the Sponsor and the Sponsor's agent during normal business hours, Monday through Friday, to complete inspection, testing and repair or replacement. Failure by Purchaser to provide such access will invalidate the warranty with respect to the defect(s) set forth in the Notice of Warranty Claim.

(d) The Sponsor will complete inspection and testing within a reasonable time under the circumstances after receipt of a timely and properly completed Notice of Warranty Claim. Upon completion of inspection and testing, the Sponsor will determine whether to accept or reject the claim. If the Sponsor rejects the claim, the Sponsor will give written notice of that decision to the claimant at the address shown on the Notice of Warranty Claim. If the Sponsor accepts the claim, the Sponsor will take corrective action within a reasonable time under the circumstances and, upon completion, will give written notice of completion to the claimant at the address shown on the Notice of Warranty Claim. The Sponsor will use good faith efforts to process and handle claims in a timely manner, but all time periods for repairs or replace of defects necessarily are subject to weather conditions, Acts of God, availability of materials, and other events beyond the Sponsor's control.

9. LEGAL ACTIONS

(a) No claim or cause of action under this Limited Warranty may be commenced or asserted in any suit, action, or legal proceeding against the Sponsor in any court or forum unless a properly completed Notice of Warranty Claim Form has been received by the Sponsor in a timely manner as provided in Paragraph 8 above and the Sponsor has had an opportunity to inspect and test the alleged defect(s) as provided in Paragraph 7 above.

(b) No lawsuit against the Sponsor under this Limited Warranty may be commenced more than thirty (30) days after the expiration date of the applicable warranty coverage, or thirty (30) days after Sponsor has given written notice of rejection of the Purchaser's claim with respect to such claim, or after thirty (30) days after Builder (as defined in Article 36-B Section 777 of the General Business Law of the State of New York) has substantially completed corrective action with respect to such defect as provided in clause 8 (d) above.

10. GENERAL PROVISIONS

(a) This Limited Warranty may not be changed or amended in any way, either orally or in writing, without Sponsor's prior written consent.

(b) To the extent any coverage under this Limited Warranty applies to common elements, such coverage is deemed to be given to the Board of Managers of the condominium.

(c) This Limited Warranty is binding on the Sponsor and the Purchaser.

(d) Should any terms, provisions or conditions contained in this Limited Warranty be deemed unenforceable by a court of competent jurisdiction in any given circumstance, such determination shall not affect the enforceability of such terms, provisions or conditions in any other circumstance and shall not affect the enforceability of the remaining terms, provisions and conditions.

(e) Use of one gender includes the other gender, and use of the singular includes the plural as the circumstance requires.

(f) This Limited Warranty is construed in accordance with, and governed by, the laws of the State of New York.

SPONSOR/SELLER

82 Management LLC

By: _____
[Name]:
[Title]:

PURCHASER(S)

By: _____
[Name]:
[Title]:

NOTICE OF WARRANTY CLAIM FORM

Dear Purchaser:

To ask the Sponsor/Seller to correct a defect in your Residential Unit that you think is covered by the Limited Warranty, you must complete this form and deliver it to the Sponsor/Seller. This is necessary to protect your rights to warranty performance under the Limited Warranty.

The information you will need to fill out will be on page 1 of the Limited Warranty. However, if you do not know the answer to any question, write "Don't know."

Your name: _____

Mailing address: _____

_____

_____

Phone No.: _____

Unit No.: _____

Warranty Date: _____

Describe the defect(s) which you think is (are) covered by the Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets as necessary to fully describe the problem:

_____

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SECTION NN

CONDOMINIUM SMOKING POLICY

Dated: _____

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the "Smoking Policy").

1. Definitions

(a) "Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

(b) "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

(c) "Tenant" means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

(d) "Unit Owner" means the individual(s) or entity owning a Condominium Unit in the Condominium.

2. Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

(a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

(b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

(c) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant.

(d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

3. Penalties for Violations

(a) Every person who violates Subsections (a), (b) or (c) of Section 2 shall, for a first violation thereof, pay a fine of One Hundred Dollars ($100.00); for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

(b) Failure of any person to pay penalties as provided in this Section (a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

4. Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

5. Enforcement

(a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

(b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

6. Effective Date

This Smoking Policy is effective immediately.

Board of Managers
of
82 Real Estate Condominium

SECTION OO

HOUSING MERCHANT MPLIED WARRANTY

(Article 36-B of the General Business Law of the State of New York, §777, *et seq.*)

§777. Definitions. As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.

2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in title twenty-seven of the administrative code of the city of New York.

3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

5. "New home" or "home" means any single-family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:

a. in the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and

c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

7. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

§777-a. Housing merchant implied warranty.

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes

washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

§777-b. Exclusion or modification of warranties.

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms

contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words “limited warranty” must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent owners; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

SECTION PP

LOCAL LAW 1 OF 2004

ARTICLE 14

LEAD POISONING PREVENTION AND CONTROL

§ 27-2056.1 Terminology.

For the purposes of this article, the term "multiple dwelling" includes a private dwelling where at least one dwelling unit within such dwelling is occupied by persons other than the owner of such dwelling or a member of such owner's family, provided, however, that the provisions of this article, other than section 27-2056.14, shall not apply to a dwelling unit that is occupied by such owner or a member of such owner's family.

§ 27-2056.2 Definitions.

Whenever used in this article the following terms shall have the following meanings:

(1) "Chewable surface" shall mean a protruding interior window sill in a dwelling unit in a multiple dwelling where a child of applicable age resides and which is readily accessible to such child. "Chewable surface" shall also mean any other type of interior edge or protrusion in a dwelling unit in a multiple dwelling, such as a rail or stair, where there is evidence that such other edge or protrusion has been chewed or where an occupant has notified the owner that a child of applicable age who resides in that multiple dwelling has mouthed or chewed such edge or protrusion.

(2) "Common area" shall mean a portion of a multiple dwelling that is not within a dwelling unit and is regularly used by occupants for access to and egress from any dwelling unit within such multiple dwelling.

(3) "Deteriorated subsurface" shall mean an unstable or unsound painted subsurface, an indication of which can be observed through a visual inspection, including, but not limited to, rotted or decayed wood, or wood or plaster that has been subject to moisture or disturbance.

(4) "Friction Surface" shall mean any painted surface that touches or is in contact with another surface, such that the two surfaces are capable of relative motion and abrade, scrape, or bind when in relative motion. Friction surfaces shall include, but not be limited to, window frames and jambs, doors, and hinges.

(5) "Impact Surface" shall mean any interior painted surface that shows evidence, such as marking, denting, or chipping, that it is subject to damage by repeated

sudden force, such as certain parts of door frames, moldings, or baseboards.

(6) "Lead-based paint hazard" shall mean any condition in a dwelling or dwelling unit that causes exposure to lead from lead-contaminated dust, from lead-based paint that is peeling, or from lead-based paint that is present on chewable surfaces, deteriorated subsurfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

(7) (a) "Lead-based paint" means paint or other similar surface coating material containing 1.0 milligrams of lead per square centimeter or greater, as determined by laboratory analysis, or by an x-ray fluorescence analyzer. If an x-ray fluorescence analyzer is used, readings shall be corrected for substrate bias when necessary as specified by the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings shall be classified as positive, negative or inconclusive in accordance with the United States department of housing and urban development "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (July 2012) and the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings that fall within the inconclusive zone, as determined by the performance characteristic sheets, shall be confirmed by laboratory analysis of paint chips, results shall be reported in milligrams of lead per square centimeter and the measure of such laboratory analysis shall be definitive. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, a laboratory analysis may be reported in percent by weight. In such case, lead-based paint shall mean any paint or other similar surface-coating material containing more than 0.5 percent of metallic lead, based on the non-volatile content of the paint or other similar surface-coating material.

(b) Notwithstanding paragraph (a) of this subdivision, no less than 10 months after the effective date of this section and upon the promulgation of a rule by the department stating that the federal department of housing and urban development has provided at least one performance characteristic sheet or other sufficient written technical guidance approving a commercially available x-ray fluorescence analyzer tested at the level of 0.5 milligrams of lead per square centimeter, "lead-based paint" shall mean paint or other similar surface coating material containing 0.5 milligrams of lead per square centimeter or greater, as determined by laboratory analysis, or by an x-ray fluorescence analyzer. X-ray fluorescence readings shall be classified as positive or negative in accordance with such performance characteristic sheet or other guidance. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, a laboratory analysis may be reported in percent by weight. In such case, lead-based paint shall mean any paint or other similar surface-coating material containing more than 0.25 percent of

metallic lead, based on the non-volatile content of the paint or other similar surface-coating material.

* (c) Before and until the effective date of the rule described in paragraph (b) of this subdivision, for the purposes of the department of health and mental hygiene finding unsafe lead paint in a dwelling unit and issuing an order to abate a condition in a dwelling unit where a child of applicable age with an elevated blood lead level resides, pursuant to section 173.13 of the health code, nothing in this article shall prevent the board of health from determining that unsafe lead paint may include paint with a concentration of lead content that is less than the concentration of lead content in paint set forth in paragraph (a) of this subdivision. Such a determination of unsafe lead paint may include paint with a concentration of lead content no less than 0.5 milligrams of lead per square centimeter, as determined by laboratory analysis, or by an x-ray fluorescence analyzer. X-ray fluorescence readings shall be classified as positive or negative in accordance with the manufacturer's instructions. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, a laboratory analysis may be reported in percent by weight. For such purposes, such concentration determined by the board of health pursuant to this paragraph shall be no less than 0.25 percent of metallic lead, based on the non-volatile content of the paint or other similar surface-coating material.

* NB Effective until October 18, 2022

* (c) Before and until the effective date of the rule described in paragraph (b) of this subdivision, for the purposes of the department of health and mental hygiene finding unsafe lead paint in a dwelling unit or a covered facility, as defined in section 17-920, and issuing an order to abate a condition in a dwelling unit where a child of applicable age with an elevated blood lead level resides or to abate or remediate a condition in a covered facility where a child of applicable age with an elevated blood lead level is routinely present for 10 or more hours per week, pursuant to section 173.13 of the health code, nothing in this article shall prevent the board of health from determining that unsafe lead paint may include paint with a concentration of lead content that is less than the concentration of lead content in paint set forth in paragraph (a) of this subdivision. Such a determination of unsafe lead paint may include paint with a concentration of lead content no less than 0.5 milligrams of lead per square centimeter, as determined by laboratory analysis, or by an x-ray fluorescence analyzer. X-ray fluorescence readings shall be classified as positive or negative in accordance with the manufacturer's instructions. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, a laboratory analysis may be reported in percent by weight. For such purposes, such concentration determined by the board of health pursuant to this paragraph shall be no less than 0.25 percent of metallic lead, based on the non-volatile content of the paint or other similar surface-coating material.

* NB Effective October 18, 2022

(8) (a) "Lead-contaminated dust" shall mean dust containing lead at a mass per area concentration of 10 or more micrograms per square foot on a floor, 50 or more micrograms per square foot on window sills, and 100 or more micrograms per square foot on window wells, or such more stringent standards as may be adopted by rule of the department of health and mental hygiene, provided that, if the federal environmental protection agency or a successor agency, or the federal department of housing and urban development or a successor agency, adopts lower definitions of lead-contaminated dust, the board of health shall define in the health code such lower levels for the purposes of this subchapter.

(b) Notwithstanding subdivision (a) of this section, on and after June 1, 2021, "lead-contaminated dust" shall mean dust containing lead at a mass per area concentration of 5 or more micrograms per square foot on a floor, 40 or more micrograms per square foot on window sills, and 100 or more micrograms per square foot on window wells, or such more stringent standards as may be adopted by the board of health, provided that, if the federal environmental protection agency or a successor agency, or the federal department of housing and urban development or a successor agency, adopts lower definitions of lead-contaminated dust, the board of health shall define in the health code such lower levels for the purposes of this subchapter.

(9) "Lead-contaminated dust clearance test" shall mean a test for lead-contaminated dust on floors, window wells, and window sills in a dwelling, that is made in accordance with section 27-2056.11 of this article.

(10) "Peeling" shall mean that the paint or other surface-coating material is curling, cracking, scaling, flaking, blistering, chipping, chalking or loose in any manner, such that a space or pocket of air is behind a portion thereof or such that the paint is not completely adhered to the underlying surface.

(11) "Remediation" or "Remediate" shall mean the reduction or elimination of a lead-based paint hazard through the wet scraping and repainting, removal, encapsulation, enclosure, or replacement of lead-based paint, or other method approved by the commissioner of health and mental hygiene.

(12) "Resides" shall mean to routinely spend 10 or more hours per week within a dwelling unit.

(13) "Rule" or "rules" shall mean a rule or rules promulgated pursuant to section 1043 of the New York city charter.

(14) "Turnover" shall mean the occupancy of a dwelling unit subsequent to the termination of a tenancy and the vacatur by a prior tenant of such dwelling unit.

(15) "Underlying defect" shall mean a physical condition in a dwelling

or dwelling unit that is causing or has caused paint to peel or a painted surface to deteriorate or fail, such as a structural or plumbing failure that allows water to intrude into a dwelling or dwelling unit.

(16) "Window" shall mean the non-glass parts of a window, including but not limited to any window sash, window well, window jamb, window sill, or window molding.

§ 27-2056.3 Owners' Responsibility to Remediate.

The existence of a lead-based paint hazard in any multiple dwelling where a child of applicable age resides is hereby declared to constitute a condition dangerous to life and health. An owner shall take action to prevent the reasonably foreseeable occurrence of such a condition and shall expeditiously remediate such condition and any underlying defect, when such underlying defect exists, consistent with the work practices established pursuant to section 27-2056.11 of this article, except where lead-contaminated dust is present in such multiple dwelling and the department of health and mental hygiene has made a determination pursuant to paragraph six of subdivision c of section 27-2056.10 of this article.

§ 27-2056.4 Owners' Responsibility to Notify Occupants and to Investigate.

a. In any dwelling unit in a multiple dwelling erected prior to January first, nineteen hundred sixty where a child of applicable age resides, and in any dwelling unit in a multiple dwelling erected on or after January first, nineteen hundred sixty and before January first, nineteen hundred seventy-eight where a child of applicable age resides and the owner has actual knowledge of the presence of lead-based paint, and in common areas of such multiple dwellings, the owner shall cause an investigation to be made for peeling paint, chewable surfaces, deteriorated subsurfaces, friction surfaces and impact surfaces. Such investigation shall be undertaken at least once a year and more often if necessary, such as when, in the exercise of reasonable care, an owner knows or should have known of a condition that is reasonably foreseeable to cause a lead-based paint hazard, or an occupant makes a complaint concerning a condition that is likely to cause a lead-based paint hazard or requests an inspection, or the department issues a notice of violation or orders the correction of a violation that is likely to cause a lead-based paint hazard. The owner shall ascertain whether a child resides therein pursuant to the requirements of this section.

* a-1. Within five years of the effective date of this subdivision, or within one year after a child of applicable age comes to reside in a dwelling unit subject to the requirements of subdivision a of this section, whichever is sooner, one investigation for the presence of lead-based paint undertaken pursuant to subdivision a of this section shall be performed by a person who (i) is not the owner or the agent of the owner or any contractor hired to perform work related to the remediation of lead-based paint hazards, and (ii) is certified as an inspector or risk assessor pursuant to section 745.226 of title 40 of the code of federal regulations. Such inspection shall consist of the use of an x-ray fluorescence

analyzer on all types of surfaces in accordance with the procedures described in chapter 7 of the United States department of housing and urban development guidelines for the evaluation and control of lead-based paint hazards in housing, including on chewable surfaces, friction surfaces, and impact surfaces, to determine whether lead-based paint is present, and where such paint is located, in such dwelling unit. Provided, however, that the investigation specified by this subdivision shall not be required if an investigation that complies with the requirements of this subdivision was previously completed and the owner retains records of such investigation, or if the dwelling unit has an exemption from the presumption of lead paint, as provided in subdivision b of section 27-2056.5 of this article.

* NB Effective until October 18, 2022

* a-1. Within the earliest of five years of the effective date of this subdivision, one year after a child of applicable age comes to reside in a dwelling unit subject to the requirements of subdivision a of this section, or the issuance of an order by the department of health and mental hygiene as required by such order, one investigation for the presence of lead-based paint undertaken pursuant to subdivision a of this section shall be performed by a person who (i) is not the owner or the agent of the owner or any contractor hired to perform work related to the remediation of lead-based paint hazards, and (ii) is certified as an inspector or risk assessor pursuant to section 745.226 of title 40 of the code of federal regulations. Such inspection shall consist of the use of an x-ray fluorescence analyzer on all types of surfaces in accordance with the procedures described in chapter 7 of the United States department of housing and urban development guidelines for the evaluation and control of lead-based paint hazards in housing, including on chewable surfaces, friction surfaces, and impact surfaces, to determine whether lead-based paint is present, and where such paint is located, in such dwelling unit. Provided, however, that the investigation specified by this subdivision shall not be required if an investigation that complies with the requirements of this subdivision was previously completed and the owner retains records of such investigation, or if the dwelling unit has an exemption from the presumption of lead paint, as provided in subdivision b of section 27-2056.5 of this article.

* NB Effective October 18, 2022

b. No occupant in a dwelling unit in such multiple dwelling shall refuse or unreasonably fail to provide accurate and truthful information regarding the residency of a child of applicable age therein, nor shall an occupant refuse access to the owner at a reasonable time and upon reasonable prior notice to any part of the dwelling unit for the purpose of investigation and repair of lead-based paint hazards.

c. All leases offered to tenants or prospective tenants in such multiple dwellings must contain a notice, conspicuously set forth therein, which advises tenants of the obligations of the owner and tenant as set forth in this section. Such notice must be in a manner approved by the department, the content of which shall, at a minimum, be in English and Spanish. The owner of such multiple dwelling shall provide the occupant of such multiple dwelling with the pamphlet described in subdivision b of section 17-179 of this code.

d. (1) The owner of such a multiple dwelling shall provide to an occupant of a dwelling unit at the signing of a lease, including a renewal lease, if any, or upon any agreement to lease, or at the commencement of occupancy if there is no lease, a notice in English and Spanish, the form and content of which shall be approved by the department of health and mental hygiene, inquiring whether a child of applicable age resides or will reside therein. If there is a lease, such notice shall be included in such lease or be attached as a rider to such lease. Such notice shall be completed by the occupant at the time of such signing of a lease, including a renewal lease, if any, or such agreement to lease, or at such commencement of occupancy.

(2) Where an occupant has responded to the notice provided by the owner pursuant to paragraph one of subdivision d of this section by indicating that no child of applicable age resides therein, during the period between the date of such response and the delivery of the notice provided by the owner pursuant to subdivision e of this section during the immediately following year the occupant shall have the responsibility to inform the owner of any child of applicable age that comes to reside therein during such period. In the event such occupant fails to inform the owner of such child as required by this paragraph, and the owner does not otherwise have actual knowledge that such child is residing in the dwelling unit, the presumption provided for in section 27-2056.5 of this article shall not apply in any action to recover damages for personal injury caused by contact with or exposure to lead-based paint or lead-contaminated dust.

e. (1) Each year, an owner of a multiple dwelling erected prior to January first, nineteen hundred sixty shall, no earlier than January first and no later than January sixteenth, except as provided for in subparagraph iii of paragraph two of this subdivision, present to the occupant of each dwelling unit in such multiple dwelling a notice inquiring as to whether a child of applicable age resides therein. Such notice, the form and content of which shall be approved by the department of health and mental hygiene, shall be presented as provided for in paragraph two of this subdivision, and shall be in English and Spanish.

(2) The owner may present the notice required by paragraph one of this subdivision by delivering said notice by any one of the following methods:

(i) by first class mail, addressed to the occupant of the dwelling unit;

(ii) by hand delivery to the occupant of the dwelling unit;

(iii) by enclosure with the January rent bill, if such rent bill is delivered after December fifteenth but no later than January sixteenth; or

(iv) by delivering said notice in conjunction with the annual notice required pursuant to section 17-123 of this code and the rules of the department of health and mental hygiene pertaining to the installation of window guards.

(3) * (i) Upon receipt of such notice the occupant shall have

the responsibility to deliver by February fifteenth of that year, a written response to the owner indicating whether or not a child of applicable age resides therein. If, subsequent to delivery of such notice, the owner does not receive such written response by February fifteenth, and does not otherwise have actual knowledge as to whether a child of applicable age resides therein, then the owner shall at reasonable times and upon reasonable notice inspect that occupant's dwelling unit to ascertain the residency of a child of applicable age and, when necessary, conduct an investigation in order to make that determination. Where, between February sixteenth and March first of that year, the owner has made reasonable attempts to gain access to a dwelling unit to determine if a child of applicable age resides in that dwelling unit and was unable to gain access, the owner shall notify the department of health and mental hygiene of that circumstance.

* NB Effective until April 18, 2022

* (i) Upon receipt of such notice the occupant shall have the responsibility to deliver by February fifteenth of that year, a written response to the owner indicating whether or not a child of applicable age resides therein. If, subsequent to delivery of such notice, the owner does not receive such written response by February fifteenth, and does not otherwise have actual knowledge as to whether a child of applicable age resides therein, then the owner shall at reasonable times and upon reasonable notice inspect that occupant's dwelling unit to ascertain the residency of a child of applicable age and, when necessary, conduct an investigation in order to make that determination. Where, between February sixteenth and March first of that year, the owner has made reasonable attempts to gain access to a dwelling unit to determine if a child of applicable age resides in that dwelling unit and was unable to gain access, the owner shall notify the department of health and mental hygiene of that circumstance. The department of health and mental hygiene may require by rule that such notification to such department be provided electronically.

* NB Effective April 18, 2022

(ii) Where an occupant has responded to the notice provided by the owner pursuant to subparagraph (i) of this paragraph by indicating that no child of applicable age resides therein, during the period between the date of such response and the delivery of the notice provided by the owner pursuant to this subdivision during the immediately following year the occupant shall have the responsibility to inform the owner of any child of applicable age that comes to reside therein during such period. In the event such occupant fails to inform the owner of such child as required by this paragraph, and the owner does not otherwise have actual knowledge that such child is residing in the dwelling unit, the presumption provided for in section 27-2056.5 of this article shall not apply in any action to recover damages for personal injury caused by contact with or exposure to lead-based paint or lead contaminated dust.

(4) For calendar year two thousand four, an owner shall be deemed to have satisfied the provisions of paragraphs one through three of this subdivision if such owner delivers or has already delivered to each dwelling unit where a child under six years of age resides a notice identical or substantially similar to that required to have

been delivered in calendar year two thousand three, (i) in the same manner as was required in calendar year two thousand three, and (ii) during the same periods of time in calendar year two thousand four as such notice was required to have been delivered during calendar year two thousand three.

f. The owner shall inform the occupant in writing of the results of an investigation undertaken pursuant to this section and shall provide a copy of any such report received or generated by an investigation. The owner shall retain a copy of each investigation report, for ten years from the date of such report and such report shall be made available to the department on request and shall be transferred by the owner to the owner's successor in title.

g. Any owner who violates the provisions of this section, or the rules promulgated hereunder, shall be guilty of a misdemeanor punishable by a fine of up to five hundred dollars or imprisonment for up to six months or both. In addition, any violation of this section shall subject the owner to a civil penalty of not more than one thousand five hundred dollars per violation.

h. The department may, at its discretion, perform sample audits to determine compliance with the requirements of this section.

§ 27-2056.5 Presumption.

a. In any multiple dwelling erected prior to January 1, 1960, it shall be presumed that the paint or other similar surface-coating material in any dwelling unit where a child of applicable age resides or in the common areas is lead-based paint. The presumption established by this section may be rebutted by the owner of the dwelling or dwelling unit by submitting to the department a sworn written statement by the owner supported by lead-based paint testing or sampling results, a sworn written statement by the person who performed the testing if performed by an employee or agent of the owner, and such other proof as the department may require. Testing performed to rebut the presumption may only be performed by a person who has been certified as an inspector or risk assessor in accordance with subparts L and Q of part 745 of title 40 of the code of federal regulations or any successor regulations. The determination as to whether such proof is adequate to rebut the presumption established by this section shall be made by the department.

b. The owner of a dwelling or a dwelling unit may apply to the department to have such dwelling or dwelling unit exempted from the presumption contained in subdivision a of this section when either (i) an inspection for lead-based paint in such dwelling or dwelling unit, performed in accordance with section 745.227 of title 40 of the code of federal regulations, or any successor regulation, has determined that there is no lead-based paint present in such dwelling or dwelling unit, or (ii) substantial alterations have been made to such dwelling or dwelling unit and such alterations have resulted in the removal or permanent covering of all lead-based paint in that dwelling or dwelling unit. The department shall by rule determine the requirements needed to qualify for such an

exemption. Sections 27-2056.4, 27-2056.8 and 27-2056.9 of this article shall not apply to any dwelling or dwelling unit that has been granted an exemption by the department.

c. Any exemption for a dwelling unit granted pursuant to this section prior to the effective date of this subdivision shall remain in effect until:

(i) the turnover of such unit on or after the effective date of the rule promulgated by the department pursuant to paragraph (b) of subdivision (7) of section 27-2056.2,

(ii) issuance of a denial of a rebuttal of a lead-based paint violation based upon the presumption of lead paint for such dwelling unit filed pursuant to subdivision a of section 27-2056.5,

(iii) issuance of a lead-based paint violation based upon testing by the department for such dwelling unit, or

(iv) issuance of an order to abate lead-based paint hazards or unsafe lead paint by the department of health and mental hygiene, or upon issuance of a denial of an objection to such a commissioner's order to abate filed pursuant to section 173.13 of the health code. Upon the expiration of an exemption pursuant to this subdivision, such exemption shall no longer apply and such dwelling unit shall be subject to all applicable provisions of this article. The owner of such a dwelling unit that was previously exempted may apply for a new exemption pursuant to subdivision b of section 27-2056.5. The department shall establish requirements for the owner of a dwelling unit that has been granted an exemption by the department prior to the effective date of this subdivision to notify the department of the turnover of the dwelling unit.

§ 27-2056.6 Violation in a Dwelling Unit.

The existence of lead-based paint in any dwelling unit in a multiple dwelling where a child of applicable age resides shall constitute a class C immediately hazardous violation if such paint is peeling or is on a deteriorated subsurface.

§ 27-2056.7 Audit and inspection by department following commissioner's order to abate.

* a. When the department of health and mental hygiene issues a commissioner's order to abate pursuant to section 173.13 of the New York city health code or a successor rule that addresses lead-based paint hazards or unsafe lead paint in a specific dwelling unit in a multiple dwelling, the department, within 15 days of the receipt of such order, shall notify the owner of the multiple dwelling where the dwelling unit is located that the owner shall, within 45 days of the department's notice, provide to the department all records required to be maintained under this article. Upon the department's receipt of those records and a determination that there may exist uncorrected lead-based paint hazards in dwelling units where a child of applicable age resides, the department within 10 days of

the end of the record order production period, shall attempt to inspect units where a child of applicable age resides to determine whether there are any violations of sections 27-2056.6 or 27-2056.8.

* NB Effective until October 18, 2022

* a. When the department of health and mental hygiene issues a commissioner's order to abate pursuant to section 173.13 of the New York city health code or a successor rule that addresses lead-based paint hazards or unsafe lead paint in a specific dwelling unit in a multiple dwelling, the department, within 15 days of the receipt of such order, shall notify the owner of the multiple dwelling where the dwelling unit is located that the owner shall, within 45 days of the department's notice, provide to the department all records required to be maintained under this article. Upon the department's receipt of those records and a determination that there may exist uncorrected lead-based paint hazards in dwelling units where a child of applicable age resides, the department within 10 days of the end of the record order production period, shall attempt to inspect units where a child of applicable age resides to determine whether there are any violations of sections 27-2056.6 or 27-2056.8. At the first such attempt, the department shall post a notice in a conspicuous manner in the building lobby of the multiple dwelling, advising occupants of the date the department will return to attempt to inspect dwelling units the department was unable to inspect during the first attempt, and the building owner shall post such notice on each floor within 10 feet of the elevator, or, in a building where there is no elevator, within 10 feet of or in the main stairwell on such floor. When the department is unable to inspect a dwelling unit pursuant to this section, the department shall leave at such unit the pamphlet described in subdivision b of section 17-179 and a notice that provides a contact number for occupants to call to reschedule the inspection. Any notice required by this subdivision shall be available in any designated citywide language as defined in section 23-1101.

* NB Effective October 18, 2022

b. If the owner does not provide to the department the records as mandated by subdivision a of this section, the department shall within 45 days of such failure attempt to inspect dwelling units where a child of applicable age resides to determine whether there are any violations of sections 27-2056.6 or 27-2056.8 in such units.

b-1. 1. Inspections pursuant to this section shall be conducted in accordance with section 27-2056.9. If a tenancy began after the earliest date for which a record is required to be provided to the department pursuant to subdivision a of this section, the department shall issue a violation pursuant to subdivision c of section 27-2056.8 to any owner who has failed, in response to a demand by the department and in accordance with rules of the department, to produce a record required to be retained by this article pertaining to compliance with the provisions of section 27-2056.8, where (i) the department obtains information from the tenant or another source regarding the date upon which the current tenancy of such dwelling unit began, and (ii) no violation is issued pursuant to subdivision d-1 of section 27-2056.9.

2. A property owner may rebut the information provided by the tenant or another source in accordance with this subdivision regarding the date upon which the current tenancy of such multiple dwelling unit began by submitting documents in accordance with rules of the department. A property owner may correct a violation of section 27-2056.8 by abating the friction surface that tested positive and either (i) providing results of XRF tests for all other window and door friction surfaces within the dwelling unit that demonstrate such surfaces do not contain lead-based paint, or (ii) providing documentation satisfactory to the department to demonstrate appropriate abatement of all other window and door friction surfaces within the dwelling unit.

c. The department is not required to undertake the procedures specified in this section in a particular multiple dwelling if it has done so in such building during the prior twelve-month period.

d. Any owner who fails to comply with the provisions of this section in accordance with the rules of the department shall be liable for a class C immediately hazardous violation, and a civil penalty in an amount not to exceed one thousand dollars.

* e. When the department of health and mental hygiene issues a commissioner's order to abate pursuant to section 173.13 of the New York city health code or a successor rule that addresses lead-based paint hazards or unsafe lead paint in a specific dwelling unit in a multiple dwelling, such order shall require the owner of the multiple dwelling to, within 60 days, cause an investigation of such unit to be conducted pursuant to subdivision a-1 of section 27-2056.4, unless such an investigation has previously been conducted, and to provide a copy of any report received or generated by such investigation regardless of when such investigation occurred. The owner shall also provide a copy of such report to the current occupant of the dwelling unit subject to such commissioner's order, even if the results of such investigation have previously been provided to such occupant.

* NB Effective October 18, 2022

§ 27-2056.8 Violation in a Dwelling Unit Upon Turnover

a. Upon turnover of any dwelling unit in a multiple dwelling erected prior to January 1, 1960 or a dwelling unit in a private dwelling erected prior to January 1, 1960 where each dwelling unit is to be occupied by persons other than the owner or the owner's family, the owner shall within such dwelling unit have the responsibility to:

(1) remediate all lead-based paint hazards and any underlying defects, when such underlying defects exist;

(2) make all bare floors, window sills, and window wells in the dwelling unit smooth and cleanable;

(3) provide for the removal or permanent covering of all lead-

based paint on all friction surfaces on all doors and door frames; and

(4) provide for the removal or permanent covering of all lead-based paint on all friction surfaces on all windows, or provide for the installation of replacement window channels or slides on all lead-based painted friction surfaces on all windows.

b. All work performed pursuant to this section shall be performed pursuant to the safe work practices promulgated pursuant to section 27-2056.11(a)(3) of this article.

c. Any owner who fails to comply with the provisions of subdivision a of this section, or the rules of the department of health and mental hygiene or the department promulgated pursuant to paragraph 3 of subdivision a of section 27-2056.11 as determined by subdivision d-1 of section 27-2056.9 shall be liable for a class C immediately hazardous violation. An owner who is presumed to have failed to comply with the provisions of subdivision a of this section or such rules, pursuant to an audit as provided in section 27-2056.7 or section 27-2056.17, shall be liable for a class B violation and a civil penalty in an amount not to exceed $1500.

§ 27-2056.9 Department Inspections.

a. When entering a dwelling unit in a multiple dwelling constructed prior to January 1, 1960 for the purpose of investigating the existence of any violation of this code, the department shall make diligent efforts to ascertain whether a child of applicable age resides therein and shall request from the occupant an acknowledgement as to whether such a child resides in the dwelling unit. Whenever a child of applicable age resides in a dwelling unit, the department shall immediately perform a room-by-room inspection of the dwelling unit and record for each room in a report of such inspection whether the paint or other similar surface-coating material in each room is peeling or intact. For each room where peeling paint is found, the department shall also inspect for evidence of an underlying defect and shall indicate on the inspection report the peeling paint's location within the room, the condition of the subsurface below it, and the location of any underlying defect. When performing such inspection, the department need only inspect those portions of the dwelling unit where furniture or other furnishings do not obstruct the view of a surface, except when there is visible evidence that causes the department to believe that the obstructed surface has peeling paint. Where, upon conducting an inspection, the department determines the existence of a condition constituting a violation of this article, the department shall serve a notice of violation within ten additional days.

b. In any dwelling unit in a multiple dwelling erected prior to January 1, 1960 where a child of applicable age resides, the department shall conduct an inspection pursuant to subdivision a of this section no later than ten days after the department's receipt of a complaint describing peeling paint, or a deteriorated subsurface or underlying defect in the dwelling unit. The department shall make diligent efforts to ascertain whether a child of applicable age resides therein. Where the department attempts to perform an inspection

of a dwelling unit within the time period required by this subdivision but is unable to gain access, the department shall be required to make a reasonable attempt to gain access to such dwelling unit within five days of such attempt. If the department is unable to gain access to that dwelling unit during this additional time period, the department shall provide written notice to the occupant of such dwelling unit that no further attempts at access shall be made unless a new complaint is submitted.

c. Each inspector who performs an inspection pursuant to subdivision b of this section shall use an x-ray fluorescence analyzer during the course of that inspection to determine whether lead-based paint is present in such dwelling unit except that, for reasons beyond the control of the department, such x-ray fluorescence analysis is unable to be performed during such inspection, the department shall rely on the presumption set forth in subdivision a of section 27-2056.5 of this article. Where peeling paint is found during an inspection of a dwelling unit performed pursuant to subdivision a of this section, the department shall within ten days thereafter perform another inspection of such dwelling unit using an x-ray fluorescence analyzer to determine whether lead-based paint is present in such dwelling unit. Where, upon conducting an inspection, the department determines the existence of a condition constituting a violation of this article, the department shall serve a notice of violation within ten additional days.

d. The pamphlet developed by the department of health and mental hygiene pursuant to section 17-179 of this code shall be left at the premises of the dwelling unit at the time of an inspection made by the department pursuant to this section.

d-1. When conducting an inspection pursuant to this section, the department shall attempt to obtain information from the tenant or another source regarding the date upon which the current tenancy of such dwelling unit began. If the tenancy began after August 2, 2004 and the inspection pursuant to this section indicates a failure by the owner to comply with the requirements of section 27-2056.8, the department shall issue a violation pursuant to subdivision c of section 27-2056.8. A property owner may rebut the information provided by the tenant or another source regarding the date upon which the current tenancy of such multiple dwelling unit began by submitting documents in accordance with rules of the department. A property owner may correct a violation of section 27-2056.8 by abating any friction surface that tested positive or is presumed to contain lead based paint pursuant to section 27-2056.5, and either (i) providing results of XRF tests for all window and door friction surfaces within the unit that demonstrate such surfaces do not contain lead based paint, or (ii) providing documentation satisfactory to the department to demonstrate appropriate abatement of all other window and door friction surfaces within the dwelling unit.

e. The department shall develop a pamphlet listing the work practices to be established pursuant to section 27-2056.11 of this article. Such pamphlet shall be delivered by the department in conjunction with all notices of violation issued pursuant to paragraph one of subdivision 1 of section 27-2115 of this code. Failure to include such pamphlet with such notices of violation shall not render null and void the service of such notices of violation. Such pamphlet shall also be made available to any member of the

public upon request.

f. Notwithstanding any other provision of law, failure by the department or the department of health and mental hygiene to comply with any time period provided in this article or section 27-2115 of this chapter relating to responsibilities of the department and the department of health and mental hygiene, shall not render null and void any notice of violation issued by the department or the department of health and mental hygiene pursuant to such article or section, and shall not provide a basis for defense or mitigation of an owner's liability for civil penalties for violation of such article.

§ 27-2056.10 Department Implementation and Enforcement.

a. The department shall provide appropriate training for lead-based paint inspection and supervisory personnel. Department personnel who conduct a visual inspection pursuant to this article shall receive training which at a minimum, shall be the training approved by the United States department of housing and urban development for performance of visual inspections. Department personnel who perform lead-based paint inspections using XRF machines shall receive training required by the Untied States environmental protection agency pursuant to section 745.226(b) of title 40 of the code of federal regulations or successor regulations. Training of all inspection and supervisory personnel shall also include background information pertaining to applicable state and local lead-based paint laws and guidance on identifying violations in a multiple dwelling, and require that the individual has successfully demonstrated knowledge of the requirements of this article. The department shall provide for the continuing education of inspection and supervisory personnel.

b. The department, with the approval of the department of health and mental hygiene, shall promulgate a comprehensive written procedure to guide department personnel in implementing and enforcing this article. Where feasible, such procedures shall establish a uniform method for the department of health and mental hygiene and the department, following the method implemented by the department of health and mental hygiene, to describe violations and identify their location in a dwelling or dwelling unit. Such procedures shall include a methodology and a form to be used by department personnel when conducting an inspection to carry out and record an inspection pursuant to section 27-2056.9 of this article.

c. The department shall promulgate rules for the implementation and enforcement of this article and to effect compliance with all applicable provisions of this article, rules promulgated thereunder, and all applicable city, state or federal laws, rules or regulations. Such rules shall be subject to the approval of the department of health and mental hygiene prior to their promulgation and shall include, but not be limited to, establishing:

(1) uniform specifications and procedures to govern testing, including a standardized format for reporting such testing results, whenever paint or a similar surface-coating material is tested for its lead content, whether by or on behalf of an

owner or an agency of the city of New York;

(2) procedures by which an owner shall comply with section 27-2056.4 of this article, including the form and content of the annual notice;

(3) procedures by which an owner shall submit rebuttal documentation to the department pursuant to 27-2056.5 of this article;

(4) procedures by which an owner may apply to the department to postpone the date by which a violation shall be corrected pursuant to subdivision l of section 27-2115 of this code, including, but not limited to, the stabilization of the paint which is the subject of the violation where an owner requests a second postponement of time to correct a violation in accordance with subdivision l of section 27-2115 of this code; and

(5) procedures to implement and to enforce compliance with paragraph two of subdivision l of section 27-2115 of this code, which shall include, but not be limited to, the requirement that an owner certify to:

(i) the correction of a violation of this article of the code, and

(ii) compliance with the rules promulgated by the department pursuant to section 27-2056.11 of this code; and

(6) procedures to be established by the department of health and mental hygiene to order or provide for the expeditious cleanup and removal of lead-contaminated dust when the department of health and mental hygiene determines that there is lead-contaminated dust in a dwelling unit where a child of applicable age resides, such child has an elevated blood level, and the department of health and mental hygiene determines that the source of that lead-contaminated dust is not a condition of the dwelling in which such dwelling unit is located.

§ 27-2056.11 Work Practices.

a. The department shall promulgate rules, with the approval of the department of health and mental hygiene, establishing work practices to which an owner shall be subject in each of the following circumstances:

(1) where an owner is performing work in order to comply with a notice of violation or order to correct issued by the department pursuant to this article, which shall be no less stringent than the safety standards required by the commissioner of health and mental hygiene whenever such commissioner shall order the abatement of lead-based paint hazards or unsafe lead paint pursuant to section 173.13 of the health code or a successor rule. Such rules shall provide for temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely. Such rules shall provide that all such work be performed only by firms

which have received certification to perform lead abatement under the regulations issued by the United States environmental protection agency at subpart L of part 745 of title 40 of the code of federal regulations, or any successor regulations.

(2) where an owner, other than in response to an order to correct or notice of violation issued by the department or the department of health and mental hygiene, is performing work that will disturb lead-based paint or paint of unknown lead content in a dwelling unit where a child of applicable age resides or in the common area of the multiple dwelling in which such dwelling unit is located, where such multiple dwelling was erected prior to January first, nineteen hundred sixty, or where the owner has actual knowledge of the presence of lead-based paint and such multiple dwelling was erected on or after January first, nineteen hundred sixty and before January first, nineteen hundred seventy-eight.

(i) Except as provided in subparagraph (ii) of this paragraph, such rules shall incorporate work practices that are no less protective of public health than those set forth in subdivisions d and e of section 173.14 of the health code and those parts of subdivision b of such section applicable thereto or a successor rule, and shall include a requirement that lead-contaminated dust clearance testing be performed at the completion of such work. Such rules shall require that such work be performed by a person who has, at a minimum, successfully completed a course on lead-safe work practices given by or on behalf of the department or, by the United States environmental protection agency or an entity authorized by it to give such course, or by the United States department of housing and urban development or an entity authorized by it to give such course. Such rules shall require temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely.

(ii) Where such work will disturb more than one hundred square feet of lead-based paint or paint of unknown lead content in a room in a multiple dwelling, or will involve the removal of two or more windows with lead-based paint or paint of unknown lead content, such rules shall incorporate work practices that are no less protective of public health than those set forth in subdivisions d and e of section 173.14 of the health code and those parts of subdivision b of such section applicable thereto, or a successor rule, and shall include a requirement that lead-contaminated dust clearance testing be performed at the completion of such work. Such rules shall also require temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely. Such rules shall require, in addition, that all such work be performed only by firms which have received certification to perform lead abatement under the regulations issued by the United States environmental protection agency at subpart L of part 745 of title 40 of the code of federal regulations for the abatement of lead hazards, or any successor regulations. Such rules shall also provide that not less than ten days prior to the commencement of such work the owner of the premises, or the firm, shall file with the department of health and mental hygiene a notice of commencement so that the department of health and mental hygiene may, at its discretion, perform sample audits of such notices to determine that the firms performing the work are properly certified. Such notice shall be signed by the owner or by a

representative of the firm, and shall be in a form satisfactory to or prescribed by the department of health and mental hygiene, and shall set forth at a minimum the following information:

(a) The address of the multiple dwelling and the specific location of the work within the multiple dwelling.

(b) The name, address and telephone number of the owner of the multiple dwelling in which the work is to be performed.

(c) The name, address and telephone number of the firm which will be responsible for performing the work.

(d) The date and time of commencement of the work, working or shift hours, and the expected date of completion; and

(e) Identification of the surfaces and structures, and surface area, subject to the work.

The rules shall also provide that any changes in the information contained in the notice shall be filed with the department of health and mental hygiene prior to commencement of work, or if work has already commenced, within twenty-four hours of any change. The rules shall provide that a copy of the notice of commencement shall be posted at the work site.

(iii) The provisions of this paragraph shall not apply where such work disturbs surfaces of less than (a) two square feet of peeling lead-based paint per room or (b) ten percent of the total surface area of peeling paint on a type of component with a small surface area, such as a window sill or door frame.

* (iv) The department of health and mental hygiene may by rule require the electronic submission of any notice required to be submitted to such department by this paragraph.

* NB Effective April 18, 2022

(3) where an owner is performing work on turnover pursuant to 27-2056.8 of this article. Such rules shall include, but not be limited to, requiring lead-contaminated dust clearance tests at the completion of such work.

b. No person shall perform a lead-contaminated dust clearance test pursuant to this section unless such person is a third-party, who is independent of the owner and any individual or firm that performs the work, and has successfully completed a course approved or administered by the department of health and mental hygiene or by the United States environmental protection agency or the United States department of housing and urban development and obtained a certificate or other document issued by or acceptable to the department of health and mental hygiene.

c. The department, with the approval of the department of health and mental hygiene, shall promulgate rules requiring that all lead-contaminated dust clearance tests submitted to a laboratory for analysis include a sworn certification that such test was performed in compliance with all applicable rules and regulations and shall include any additional information that the department shall determine is necessary for the administration and enforcement of this section.

d. Where an owner is performing work pursuant to paragraph (1) of subdivision a of this section, all lead-contaminated dust clearance test results shall be filed with the department, and a copy shall be provided by the owner to the occupant of the dwelling unit. Where an owner is performing work pursuant to paragraphs (2) and (3) of subdivision a of this section, a copy of all lead-contaminated dust clearance test results shall be provided to the occupant of the dwelling unit. Copies of lead-contaminated dust clearance test results provided to the occupant of the dwelling unit pursuant to this subparagraph shall be in a form satisfactory to or prescribed by the department of health and mental hygiene that provides a sufficiently clear explanation of the meaning of such results.

§ 27-2056.12 Reporting.

a. Within four months after the close of the first fiscal year after which this article takes effect and for every fiscal year thereafter, the commissioner shall provide to the council a written report on the department's implementation of this article during the preceding year. Such report shall include, at a minimum, an analysis of the department's program, a detailed statement of revenue and expenditures and statistical section designed to provide a detailed explanation of the department's enforcement including, but not limited to, the following:

(1) the number of complaints for peeling paint in pre-1960 dwelling units where a child of applicable age resides, disaggregated by city or non-city ownership of the building which is the subject of the complaint;

(2) the number of inspections by the department pursuant to section 27-2056.9, disaggregated by the city or non-city ownership of the building where the inspection occurred;

(3) the number of jobs performed by the department in city-owned buildings to address lead-based paint hazards and any underlying defects;

(4) the number of violations issued by the department pursuant to this article, disaggregated by the number of violations issued pursuant to subdivision a of section 27-2056.9;

(5) the number of violations issued pursuant to this article that were certified as corrected by the owner, the number of such certifications that did not result in the removal of such violations, and the number of civil actions brought by the

department against such owners;

(6) the number of jobs performed in which violations issued pursuant to this article were corrected by the department, the average time between the issuance of such violations and their correction, the total amount spent by the department to address the violations, and the average amount spent per dwelling unit where correction of such conditions was completed;

(7) a statistical profile with geographic indexing, such as by community district, council district, and/or zip code, of multiple dwellings in which violations are placed, indicating the ages of the multiple dwellings and other factors relevant to the prevalence of lead-based paint hazards, which may include the prior lead poisoning of a child in the multiple dwelling, outstanding violations, and emergency repair charges;

(8) the number of investigations conducted pursuant to section 27-2056.4, and the number of violations issued pursuant to subdivision g of section 27-2056.4;

(9) the number of investigations conducted pursuant to section 27-2056.8, and the number of violations issued pursuant to subdivision c of section 27-2056.8;

(10) the number of dwelling units in which violations for underlying defects were placed in addition to violations for lead-based paint;

(11) the number of inspectors assigned at the end of the fiscal year to conduct inspections using XRF machines; and

(12) the number of audits conducted under subdivision b of section 27-2056.17 and the number of violations issued pursuant to subdivision c of section 27-2056.17, disaggregated by the section of this article for which such violations were issued.

b. The department of health and mental hygiene shall prepare a report on progress toward increasing screening rates and reducing the incidence rates of children newly identified with elevated blood lead levels. This report shall be utilized by the department in its implementation of this article. Such report shall be submitted to the council within nine months after the close of each calendar year. Such report shall include comprehensive information for the prior calendar year regarding the implementation and enforcement of all lead poisoning prevention and control measures required by local law or rule, and shall include, but not be limited to:

* (1) the number of addresses inspected and the number of commissioners orders and violations issued pursuant to section 27-2056.11 and any regulations promulgated thereunder;

* NB Effective until April 18, 2022

* (1) the number of addresses inspected and the number of commissioner's orders and violations issued pursuant to section 27-2056.11 and any regulations promulgated thereunder, disaggregated by whether such inspections occurred in response to complaints, referrals from the department of buildings or another cause;

* NB Effective April 18, 2022

(2) the number of incidences of lead poisoning in children and pregnant women; and

(3) information on the implementation of the education and outreach program required by subdivision a of section 17-186.1.

c. The department shall maintain a central register of all department orders to correct a violation under this article. Such register shall indicate, if applicable, the date of the complaint, address of the premises, and the date of each inspection and reinspection.

* § 27-2056.13 Transmittal of Violations to the Department of Health and Mental Hygiene.

The department shall send a notice which shall be addressed to the dwelling unit in the multiple dwelling, when a dwelling unit is identified, for which a violation of this article was issued. Such notice shall include a telephone number for the department of health and mental hygiene. The department shall also refer to the department of health and mental hygiene the address of the unit in the multiple dwelling for which such violation was issued, the name of the complainant, if any, and the complainant's telephone number, if available. The department of health and mental hygiene, pursuant to section 17-179 of this code, shall refer to appropriate medical providers any person who requests assistance in blood lead screening, testing, diagnosis or treatment, and upon the request of a parent or guardian, arrange for blood lead screening of any child who requires screening and whose parent or guardian is unable to obtain a lead test because the child is uninsured or the child's insurance does not cover such screening.

* NB Effective until April 18, 2022

* § 27-2056.13 Transmittal of Violations to the Department of Health and Mental Hygiene.

The department shall send a notice which shall be addressed to the dwelling unit in the multiple dwelling, when a dwelling unit is identified, for which a violation of this article was issued. Such notice shall include a telephone number for the department of health and mental hygiene. The department shall also refer to the department of health and mental hygiene the address of the unit in the multiple dwelling for which such

violation was issued, where applicable, the name of the complainant, if any, and the complainant's telephone number, if available. The department of health and mental hygiene, pursuant to section 17-179 of this code, shall refer to appropriate medical providers any person who requests assistance in blood lead screening, testing, diagnosis or treatment for any child who requires screening and whose parent or guardian is unable to obtain a lead test because the child is uninsured or the child's insurance does not cover such screening.

* NB Effective April 18, 2022

* § 27-2056.14 Inspections by Department of Health and Mental Hygiene and Removal of Health Code Violations by Department of Housing Preservation and Development.

Whenever a report has been made to the department of health and mental hygiene of a person under eighteen years of age with an elevated blood lead level that is at or above the blood lead reference level established pursuant to section 17-912 residing in any dwelling unit, the department of health and mental hygiene shall conduct such investigation as may be necessary to identify potential sources of the elevated blood lead level, including but not limited to, an inspection of the dwelling unit where such person resides. If the department of health and mental hygiene issues an order to correct any violation, the department of health and mental hygiene shall notify the department of each dwelling unit in a dwelling for which the department of health and mental hygiene has issued an order to correct a violation. Where the owner of the dwelling or relevant dwelling unit within such dwelling fails to comply with an order of the department of health and mental hygiene to correct a violation placed by the department of health and mental hygiene, the department of health and mental hygiene shall certify such conditions to the department of housing preservation and development. The certification procedure shall be completed within sixteen days of the report of the elevated blood lead level. The conditions so certified shall be corrected within eighteen days of certification to the department.

* NB Effective until April 18, 2022

* § 27-2056.14 Inspections by Department of Health and Mental Hygiene and Removal of Health Code Violations by Department of Housing Preservation and Development.

a. Whenever a report has been made to the department of health and mental hygiene of a person under eighteen years of age with an elevated blood lead level that is at or above the blood lead reference level established pursuant to section 17-912 residing in any dwelling unit, the department of health and mental hygiene shall conduct such investigation as may be necessary to identify potential sources of the elevated blood lead level, including but not limited to, an inspection of the dwelling unit where such person resides. If the department of health and mental hygiene issues an order to correct any violation, the department of health and mental hygiene shall notify the department of each dwelling unit in a dwelling for which the department of health and mental hygiene has

issued an order to correct a violation. Where the owner of the dwelling or relevant dwelling unit within such dwelling fails to comply with an order of the department of health and mental hygiene to correct a violation placed by the department of health and mental hygiene, the department of health and mental hygiene shall certify such conditions to the department of housing preservation and development. The certification procedure shall be completed within sixteen days of the report of the elevated blood lead level. The conditions so certified shall be corrected within eighteen days of certification to the department.

b. In the event that the department of health and mental hygiene issues an order to correct a violation for a condition in a common area of a dwelling identified during an investigation conducted pursuant to subdivision a of this section or section 17-185, the department of health and mental hygiene shall post a notice of such order in a conspicuous manner in the building lobby, and the building owner shall post a notice of such order on each floor within ten feet of the elevator, or, in a building where there is no elevator, within ten feet of or in the main stairwell on such floor. Such notice shall remain posted until a determination by the department of health and mental hygiene that the violating condition has been corrected, and shall include an explanation of the hazards of lead exposure, a description of precautionary measures to prevent exposure to lead dust and an appropriate telephone number to obtain lead poisoning screening, diagnosis and treatment information.

* NB Effective April 18, 2022

§ 27-2056.15 Waiver of Benefit Void.

a. No owner may seek to have an occupant of a dwelling unit waive the benefit or protection of any provision of this article. Any agreement by the occupant of a dwelling unit purporting to waive the benefit or protection of any provision of this article is void. Any owner who violates this section, or the rules promulgated hereunder, shall be guilty of a misdemeanor punishable by a fine of up to five hundred dollars or imprisonment for up to six months or both. In addition, any owner who violates this section shall be liable for a civil penalty of not more than five hundred dollars per violation.

b. Notwithstanding any other provision of this article, nothing herein shall be construed to alter existing or future agreements which allocate responsibility for compliance with the provisions of this article between a tenant shareholder and a cooperative corporation or between the owner of a condominium unit and the board of managers of such condominium.

c. The provisions of this article, other than section 27-2056.14, shall not apply to a dwelling unit in a multiple dwelling where (i) title to such multiple dwelling is held by a cooperative housing corporation or such dwelling unit is owned as a condominium unit, and (ii) such dwelling unit is occupied by the shareholder of record on the proprietary lease for such dwelling unit or the owner of record of such condominium unit, as is applicable, or the shareholder's or record owner's family.

§ 27-2056.16 Exemption for Emergency Conditions.

For emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety or to protect property from further major damage, such as when a property has been damaged by a natural disaster, fire, structural collapse, cascading water, lack of utilities or other emergency conditions, occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable and the requirements of this article shall not apply. This exemption applies only to repairs immediately necessary to respond to the emergency. The requirements of this article shall apply to any work undertaken subsequent to or above and beyond such emergency actions.

§ 27-2056.17 Record keeping requirements.

a. The owner of any multiple dwelling or dwelling that performs any work or provides any notices pursuant to this article shall retain all records relating to such work or notices for a period of no less than ten years from the completion date of such work or notification, as provided in the rules of the department and this article. If the multiple dwelling is subject to the requirements of section 27-2056.4 or section 27-2056.8, for each dwelling unit in such dwelling the owner shall keep a record of: (i) the date that such unit turned over whenever such turnover occurs; (ii) the name of each inspector, risk assessor or contractor who performed required investigations pursuant to subdivision a-1 of section 27-2056.4; (iii) all testing results performed pursuant to subdivision a-1 of section 27-2056.4 and any other lead based paint testing that has occurred in such unit; and (iv) whether the department has granted an exemption from the presumption established by section 27-2056.5 for any unit in the multiple dwelling. The owner shall make any such records required to be retained by this article available to the department upon the department's request, and shall transfer such records to the owner's successor in title.

b. To determine compliance with the requirements of this article, in addition to the audits required by section 27-2056.7, the department shall audit the records required to be kept pursuant to this article, including pursuant to section 27-2056.4 and 27-2056.8, for a minimum of 200 buildings each fiscal year. Such additional 200 buildings shall be selected by the department using criteria that shall include, but need not be limited to:

(1) buildings with peeling lead-based paint violations issued as a result of positive XRF tests;

(2) buildings with violations that have been issued for other indicators of deteriorated subsurfaces including, but not limited to, mold and leaks;

(3) buildings selected from a random sample of buildings based on data on the prevalence of elevated blood lead levels in certain geographic areas identified by the department of health and mental hygiene; and

(4) buildings selected from a random sample of buildings that

are subject to the presumption in section 27-2056.5.

c. The department shall issue a violation pursuant to subdivision c of section 27-2056.8 to any owner who fails, in response to a demand by the department and in accordance with rules of the department, to produce a record required to be retained by this article pertaining to compliance with the provisions of section 27-2056.8 if the department obtains information from the tenant or another source regarding the date upon which the current tenancy of such dwelling unit began. Such owner may rebut such information provided by the tenant or another source by submitting documents in accordance with rules of the department.

d. The department shall issue a violation pursuant to section 27-2056.4 to any owner who fails, in response to a demand by the department and in accordance with rules of the department, to produce within 45 days of such request such records as are required to be retained by this article pertaining to compliance with the provisions of section 27-2056.4.

e. Notwithstanding any inconsistent provision of section 27-2115, any owner who fails, in response to a demand by the department and in accordance with rules of the department, to produce a record required to be retained by this article within 45 days of such request, shall be liable for a class C immediately hazardous violation, and a civil penalty of not less than $1000 and not more than $5,000. § 27-2056.18 Application of this article based on age of child. For the purposes of this article, the term "applicable age" shall mean "under seven years of age" for at least one calendar year from the effective date of this section. Upon the expiration of such one-year period, in accordance with the procedures by which the health code is amended, the board of health may determine whether or not the provisions of this article should apply to children of age six, and based on this determination, may redefine "applicable age" for the purposes of some or all of the provisions of this article to mean "under six years of age," but no lower.

SECTION QQ

ASBESTOS ASSESSMENT REPORT

DEPT BLDGS. 321644663 Job Number

SC170425005 Scan Code

DEP ASBESTOS CONTROL PROGRAM FEE PAID

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTEC

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

1. NYC DOB Job # (if applicable) _____ **Control Number: 3338924**

2. Premise No. 935 Street Name 57 Street Borough Brooklyn Zip 11219

3. AKA _____ Type of Facility Residence BIN 3139952 Block 05687 Lot 0065

4. Building Owner 82 MANAGEMENT LLC Address 935 57 Street

5. City Brooklyn State NY Zip 11219 Contact Person DAVID ZHU

6. Tel. # (646) 436-6299 Fax # _____ Email _____

7. Description of the Entire Scope of Work
PROPOSED VERTICAL AND HORIZONTAL ENLARGEMENT ON EXISTING 2 STORY WITH CELLAR BRICK BUILDING. PROPOSED COMMUNITY FACILITY ON CELLAR FL. AND CONVERT EX. 2-FAMILY TO 8-FAMILY DWELLING UNITS. OBTAIN NEW CERTIFICATE OF OCCUPANCY.

8. I, GAVIN KWAN , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

08/24/2017 8:00PM-8:30PM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

☐ a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

☒ b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

☐ c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

_____

☐ d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

FLOOR	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Cellar, 1Fl, 2FL	Partition	Plaster	5	No	
Cellar	Floor	Vinyl tiles	2	No	
2FL	Floor	Linoleum	2	No	
Roof	Roof	Roofing membrane	2	No	
Roof	Around Chimney	Flashing (less than 10SF)	0	Yes	Yes

I hereby declare the information provided herein is true and complete

GAVIN KWAN GK — 9/3/2017 — 142316 — 9/11/2018
DEP Certified Asbestos Investigator's Signature — *Date* — *Certificate Number* — *Expiration Date*

Tel. # (917) 361-9191 Fax # _____

Email gnkasbestos@gmail.com

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86.

CITY OF NEW YORK GAVIN K. KWAN No. 142316 CERTIFIED ASBESTOS INVESTIGATOR

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25356120

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS ASSESSMENT REPORT

RECEIVED
9/3/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Cardno ATC	10879	8/28/2017

11. NYS DOL Asbestos Handling license # 103977 Company Name Kinetic Design Consultant LLC

I hereby declare the information provided herein is true and complete

GAVIN KWAN GK	9/3/2017	142316	9/11/2018
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (917) 361-9191 Fax # _____

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SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

CITY OF NEW YORK
GAVIN K. KWAN
No. 142316
CERTIFIED ASBESTOS INVESTIGATOR

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25356120