CONDOMINIUM OFFERING PLAN
THE 10 QUINCY STREET CONDOMINIUM

A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES KNOWN AS

10 QUINCY STREET
COUNTY OF KINGS, CITY OF NEW YORK
BROOKLYN, NEW YORK 11238

OFFERING PRICE OF 46 RESIDENTIAL UNITS OFFERED FOR SALE	$ 66,960,000.00
OFFERING PRICE OF 24 ROOF CABANAS OFFERED FOR SALE	$ 960,000.00
TOTAL OFFERING PRICE	$ 67,920,000.00

SPONSOR:
DARI DEVELOPMENT LLC
855 EAST 14TH STREET
BROOKLYN, NEW YORK 11230

SELLING AGENT:
THE CORCORAN GROUP
1 PIERREPONT PLAZA, 15TH FLOOR
BROOKLYN, NEW YORK 11201

DATE OF ACCEPTANCE FOR FILING:

THIS OFFERING PLAN MAY ONLY BE USED FOR 12 MONTHS FROM THIS DATE UNLESS EXTENDED BY A DULY FILED AMENDMENT.

SEE PAGE 2 FOR SPECIAL RISKS TO PURCHASERS.

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

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

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

Table of Contents

A. SPECIAL RISKS 2
B. INTRODUCTION 16
C. DEFINITIONS 23
D. DESCRIPTION OF PROPERTY AND IMPROVEMENTS 30
E. LOCATION AND AREA INFORMATION 33
F. SCHEDULE A 34
OFFERING PRICE AND RELATED INFORMATION 34
G. NOTES TO SCHEDULE A 36
H. SCHEDULE B 40
H1. NOTES TO SCHEDULE B 41
I. SCHEDULE B1 48
J. COMPLIANCE WITH REAL PROPERTY LAW § 339-I 51
K. CHANGES IN PRICES AND UNITS 52
L. INTERIM LEASES TO PURCHASERS 55
M. PROCEDURE TO PURCHASE 58
N. ASSIGNMENT OF PURCHASE AGREEMENT 72
O. EFFECTIVENESS 73
P. TERMS OF SALE 75
Q. UNIT CLOSING COSTS AND ADJUSTMENTS 79
R. RIGHTS AND OBLIGATIONS OF SPONSOR 83
S. CONTROL BY SPONSOR 93
T. BOARD OF MANAGERS 95
U. RIGHTS AND OBLIGATIONS OF UNIT OWNERS & 101
BOARD OF MANAGERS 101
V. REAL ESTATE TAXES 115
W. COUNSEL'S INCOME TAX OPINION 122
X. RESERVE FUND 128
Y. WORKING CAPITAL FUND 129
Z. CONTRACTS 130
AA. IDENTITY OF PARTIES 131
AB. REPORTS TO UNIT OWNERS 133
AC. RESERVATION OF AIR AND DEVELOPMENT RIGHTS 134
AD. DOCUMENTS ON FILE 135
AE. GENERAL 136
AF. SPONSOR'S STATEMENT OF BUILDING'S CONDITION 138

PART II

Document No. 1:	Description of Property and Specifications
Document No. 2:	Purchase Agreement
Document No. 3:	New York State and New York City Tax Forms
Document No. 4:	Form of Unit Owner's Power of Attorney
Document No. 5:	Form of Condominium Unit Deed
Document No. 6:	Declaration of Condominium
Document No. 7:	Condominium By-Laws
Document No. 8:	Housing Merchant Implied Warranty
Document No. 9:	Form of Interim Lease
Certifications:	Sponsor and Principal
	Architect
	Budget Expert

A. SPECIAL RISKS

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

(A) Sponsor is reserving the unconditional right to rent rather than sell Units after consummation of the Plan. There is no commitment by Sponsor to endeavor in good faith to sell more than 20% of the Units, or ten residential Units, which is required by Sponsor's Preferred Lender to be in contract prior to funding any loans. Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, in the event all of the Purchasers counted toward effectiveness rescind or terminate their Purchase Agreements prior to the First Closing, the Plan will be declared effective again, regardless of whether the Declaration has been recorded.

There is a loan on the Premises with a lender, AXOS Bank, 4350 La Jolla Village Drive, Suite 140, San Diego, CA 92122. The lender has placed no restrictions on the rentals, sales or marketing of the Units. If the loan is not satisfied at or prior to the First Closing, the mortgagee will either (a) consent to the formation of a condominium and acknowledge that its lien will be limited to Unsold Units; (b) subordinate the lien of its mortgage to the Declaration of Condominium; or (c) release its lien on the Condominium Unit being conveyed and its interest in the Common Elements. See "Introduction," "Terms of Sale," and "Rights and Obligations of Sponsor."

(B) Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of the units in a building be sold before the lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building where the sponsor has not sold a substantial percentage of the apartments in the building which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building where an investor other than the original sponsor has an ownership interest of 10% or more. Even once a building undergoes conversion, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to such minimum sales requirements. See Section entitled "Introduction" for further details.

(C) Since the Board does not have the right to approve or disapprove Purchasers, there is no limit on the number of Unit Owners who may purchase for investment rather than for personal occupancy. Accordingly, there may always be a substantial percentage of Unit Owners who are non-residents and Purchasers should note that owner-occupants may never gain effective control of the Condominium. Owners for investment and owner-occupants have inherent conflicts of how to operate the Condominium and how to manage the Board due to the inherent differences in their ownership and occupancy. In addition, since Sponsor is obligated to sell only a portion of the Units

in this building, there may be a substantial number of residents who are non-owners. See Section "Introduction".

(D) Sponsor anticipates the First Closing to occur by April 1, 2022. Purchasers will be offered a right of rescission if: (i) the actual date of the First Closing; or (ii) the projected date of the First Closing occurs later than March 31, 2023, which is twelve months after the currently projected date for the First Closing. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than 12 months beyond that amended, later date.

However, Purchasers should note that even if the First Closing occurs on or before April 1, 2022, (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into) or within the twelve-month period thereafter, Sponsor may schedule the Closings of Title to other Units significantly later than such date. Unless your Purchase Agreement contains an outside Closing Date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing of Title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, the Sponsor cannot convey title to the Unit on or before of twelve (12) months from the date of the Purchase Agreement or the date of the projected budget at the time the Purchase Agreement was entered into, whichever is later, affected Purchasers will be offered a right of rescission. See "Procedure to Purchase."

(E) The Purchase Agreement and Interim Lease have various Time of the Essence provisions. Time of the Essence shall mean that Purchaser must satisfy the condition by the date indicated or else forfeit his Down Payment. Time is of the Essence to cure all defaults under the Purchase Agreement. In addition, Time is of the Essence to close on the date listed in the Notice of Closing, which will be provided thirty (30) days in advance of Closing. Time is of the Essence for an Interim Lessee to vacate a Unit if there is an uncured default under the Purchase Agreement. Sponsor must make a written demand for payment after default before forfeiture of down payment may be declared. See Purchase Agreement, Section "Procedure to Purchase," "Interim Leases" and "Definitions".

(F) In the event the Purchaser does not close on the date set forth in the Notice of Closing and Sponsor elects not to cancel the Purchase Agreement, or if Sponsor approves Purchaser's request to adjourn the Closing of his Unit, interest shall accrue on the unpaid amount of the purchase price from the Closing date or adjourned Closing Date until such amount is paid. The interest rate shall be 10% per annum, in effect for as long as there are any unpaid amounts owing towards the full purchase price. In the event 10% per annum exceeds NYS usury or other applicable laws, the amount of interest charged will be the maximum amount allowable under law. See "Procedure to Purchase" for details.

(G) 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 ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive TCOs. Certificates of Occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the NYC Department of Buildings ("DOB"). A TCO is intended to indicate that the property confirms substantially to the DOB approved plans and specifications and to the requirements of all applicable laws, rules and regulations for the uses and occupancies specified in the TCO. No change of the use or occupancy shall be made unless a new certificate of occupancy is issued.

All TCOs have an expiration date which is typically 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence Closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur.

Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire building within two years from the date of the issuance of the first TCO at its own cost and expense. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two-year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING AND SHALL EXERCISE ITS BEST EFFORTS TO OBTAIN IT WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** Unit owners and the Board shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings. Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. See "Rights and Obligations of Sponsor" for further information.

(H) Purchaser is responsible for the following costs at Closing, in addition to the purchase price and other Closing costs and adjustments listed in Section "Unit Closing Costs and Adjustments":

(i) Transfer Tax. **Transfer taxes are typically a seller expense, however the terms of this offering Plan and Purchase Agreement transfer the statutory obligation to pay the transfer taxes to the Purchaser.** New York City transfer taxes are in the amount of 1.425% of the purchase price for residential Units over $500,000.00 and 1.4% of the purchase price for residential Units under $500,000.00. New York State Documentary Stamp Taxes are in the amount of $2.00 per $500.00. For any residential conveyance in which consideration is at least $3,000,000.00, there is an additional base tax of $1.25 per $500.00. For commercial Units, the transfer tax is in the amount of 2.625% of the purchase price for NYC and $2.00 per $500.00 plus an additional .25% of the purchase price for commercial Units of $2,000,000.00 or more in New York State. Additionally, there is a mansion tax of 1% of the purchase price for conveyances in the amount of $1,000,000 or more and a supplemental tax on the conveyance of residential real property in the amount of 0.25% for transfers of $2,000,001-$2,999,999; and 0.5% for transfers of $3,000,000 to $4,999,999, which

are both imposed on Purchase. For purposes of calculating taxable consideration for NYC transfer taxes, NYC and NNYS transfer tax is added to the purchase price and transfer taxes are calculated on that sum. For NYS, only NYC transfer taxes are added to the purchase price. See "Unit Closing Costs and Adjustments".

(ii) Sponsor's Legal Fee. Purchaser shall pay a fee of $2,250.00 to Sponsor's attorney, Jeffrey Zwick and Associates, P.C., 266 Broadway, Suite 403, Brooklyn, New York 11211, for services rendered in connection with preparing documents for Closing. Should Sponsor's counsel be required to attend a Closing outside their office at the request of Purchaser or its representatives, Purchaser will be responsible for paying an attendance fee of $500.00. In addition, there shall be a fee of $200.00 per hour if the duration of the Closing exceeds two (2) hours due to the fault of Purchaser or its representatives. There is an additional fee of $250.00 for any work in connection with obtaining a mortgage. There shall be a fee of $200.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor's attorney. See "Unit Closing Costs and Adjustments".

(iii) Initial Capital Payment. Purchaser will be required to deposit with the Board an amount equal to two (2) months' Common Charges for his Unit to be used as working capital. See Section "Working Capital Fund".

(iv) Insurance Adjustment. At Closing, Sponsor will collect each Purchaser's pro-rated share in the first year's insurance premium from the Closing Date until the end of the first year of operation. This amount will be calculated in proportion to each Purchaser's percentage of Common Interest and will be used to reimburse Sponsor for payment of the first year's premium. Purchasers will also pay the second year's premium in proportion to their Common Interest as part of monthly Common Charges. The Board and the Sponsor will not adjust for insurance. See "Unit Closing Costs and Adjustments".

(v) Defrayment of Sponsor Expenses. Each Purchaser shall pay an additional $1,500.00 at Closing to defray Sponsor's costs, e.g, architectural costs, filing fees, legal fees and other costs incurred in creating the Condominium. See Sections "Schedule A" and "Unit Closing Costs and Adjustments".

(I) Each Unit Owner is responsible for the payment of gas and electricity costs of the individual Unit, which includes heating. See Schedules B and B-1.

(J) 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 entire Down Payment if unable to otherwise raise the funds for the Balance. Prospective purchasers who will need financing to purchase are advised to consult with a lending institution before execution of a Purchase Agreement to ascertain the likelihood of obtaining financing. Sponsor makes no representation as to the availability or cost of such financing.

However, if Purchaser produces a pre-qualification letter from Sponsor's Preferred Lender prior to contract execution, Sponsor may, in its sole discretion, consent to permit a mortgage contingency by executing the Exhibit B to the Purchase Agreement. If Sponsor consents to permit a mortgage contingency, Purchaser may apply for financing to the Preferred Lender. Purchaser shall make said application within two (2) weeks of receipt of notice for a loan in an amount not more than 80% of the purchase price or such other amount as to which the parties may agree, following which Purchaser must perform all requirements set forth in Section "Procedure to Purchase", subsection "Secured Loan Condition Rider". Pursuant to said section, in the event the commitment is not issued within the prescribed time frame, Purchaser must provide notice of termination not later than five (5) business days after the expiration of the aforementioned period.

Sponsor's Preferred Lender is Victor Angel at Wells Fargo Bank, N.A. located at 150 East 42nd Street, 32nd Floor, New York, NY 10017, (917) 816-2804. The Preferred Lender requires 20% of the Units to be in contract to receive single loan exceptions which would enable distribution of loan proceeds for a closing. As the closing of a Purchaser's loan is contingent upon the satisfaction of this condition, it is a special risk that even if a Purchaser obtains and satisfies all conditions of the financing commitment applicable to the Purchaser, the Closing of the loan may be delayed or may not occur if the minimum sales requirement is not satisfied. If the Sponsor's Preferred Lender does not close a loan for this reason, the Sponsor shall grant to such Purchaser a right of rescission and a reasonable period of time to exercise such right. The Condominium will comply with all requirements of the Preferred Lender, which include notice provisions as stated in Article 8 of the Bylaws, the reserve fund, and insurance coverage. There are no other requirements of the Preferred Lender, such as owner-occupancy requirements.

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 time to exercise such right. See the Procedure to Purchase section for details.

(K) In accordance with Article 10 of the By-Laws, in order to resolve any dispute, controversy, claim or question arising with respect to the Condominium or the Purchase Agreement, including the disposition of Down Payments or advances received by Sponsor, or to break any deadlock in voting, any disputes involving the Condominium shall seek to be settled by arbitration. The parties shall submit such dispute or question to arbitration through the American Arbitration Association who will assign a neutral arbitrator. The fees, costs and expenses of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his or her own counsel and expert witnesses. Any decision rendered shall be final and conclusive and enforceable in a court of competent jurisdiction. A party's ability to have a court reverse or modify an arbitration award is very limited. Parties to the purchase agreement are giving up the right to sue, including the right to a trial by jury. See "Procedure to Purchase," and the Purchase Agreement for details.

(L) The Units will be prepared so that a temporary or final certificate of occupancy will be issued prior to Closing. Sponsor is providing in each Unit a refrigerator, oven, cooktop, microwave,

dishwasher, washer and dryer. Sponsor is not providing blinds or shades to the Units. It will be the responsibility of the Unit Owners to provide them at his or her own cost. See “Introduction” and “Description of Property”.

(M) The floor area of each Unit calculates the square footage from the outside of the exterior walls to the centerline of the partitions separating one Unit from another Unit and to the exterior of a partition separating the Unit from a common area, and from the top of the floor to the underside of the ceiling. Accordingly, they include the area of the interior walls of the Unit, and the actual livable area of the Unit is significantly less than the area set forth in Schedule A. All areas and dimensions are approximate within reasonable tolerances and are subject to immaterial construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering Plan. A decrease in a Unit area of 5% or less will not affect 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. See “Notes to schedule A” and “Changes to Prices and Units”.

(N) The risk of loss from fire and other casualty remains with Sponsor until the Purchaser is conveyed legal title or occupies the Unit. A non-owner in possession of the Unit, however, cannot obtain insurance since there is no ownership interest and a Unit cannot be doubly insured. As such, in the event such Purchaser becomes a tenant pursuant to an Interim Lease prior to Closing, and the Unit is damaged, unless the cause thereof originated outside the Unit and did not result from the acts of the Purchaser or other occupants of the Unit or such Purchaser's guests, invitees, or workmen, Purchaser shall assume the risk of loss and the obligation to repair the damage in excess of insurance proceeds available to the Sponsor prior to the First Closing, and to the Board thereafter. It is recommended that an Interim Lessee confer with an insurance advisor prior to entering into an Interim Lease. See Section “Interim Leases”.

(O) After Closing, if a Unit is damaged by casualty and the insurance proceeds provided under the Condominium’s master insurance policy are insufficient to cover the repair of the Unit, the amount necessary to restore the Unit exceeding the insurance proceeds will be the individual Unit Owner’s expense. As such, Unit Owners must obtain an HO6 insurance policy, effective as of the date of Closing, to cover fire or casualty losses to the interior of his or her Unit. In addition, the coverage under the master insurance policy does not include claims for personal injury or property damage occurring within a Unit. Unit Owners should therefore also consider the desirability of obtaining at his or her own cost: (a) additional fire insurance coverage above and beyond the coverage maintained by the Board or the HO6 policy; and (b) additional insurance cost under the HO6 policy covering post-closing improvements, replacements or upgrades within the Unit, personal property, and liability for personal injury as a result of occurrences in the Unit. See sections “Footnotes to Schedule B” and "Rights and Obligations of Unit Owners and Board of Managers” for details.

(P) All Unit Owners shall severally indemnify each member of the Board against any liability or claim, contractual or otherwise, except those arising out of the bad faith, willful misconduct or gross negligence of such member or that are contrary to law or the terms of the Declaration or the

By-Laws. However, the liability of any Unit Owner on account of the indemnification of the Board will be limited to such proportionate share thereof as the Common Interests of such Unit Owner bear to the aggregate Common Interests of all Unit Owners. See Section "Rights and Obligations of Unit Owners and Board of Managers".

(Q) The Escrow Account in which Down Payments or advances made by Purchasers will be placed is covered by federal bank deposit insurance to $250,000.00 per individual deposit. Any deposit in excess of $250,000.00 will not be insured in excess of $250,000.00. If Purchaser has other accounts at the bank or branches, the assets in all of Purchaser's accounts will be aggregated together with the escrow deposit accounts for the purpose of determining whether the maximum FDIC insured amount is achieved. See Section "Procedure to Purchase" for further details.

(R) All funds received by Sponsor for upgrades or extras must initially be placed in the Escrow Account. However, Purchasers should note that such funds may be released from the Escrow Account by the Escrow Agent as long as Sponsor uses the funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescission, Purchaser will not receive a refund of any of these additional funds that were actually used for upgrades or extras, unless the Plan is abandoned in which case Purchasers will receive a full refund of the Down Payment and all other sums tendered. See Section "Procedure to Purchase" for details.

(S) No representation is made that the initial working capital fund will be adequate to cover current or future expenses, including repairs or replacements, and if additional funds are required, the Board may increase Common Charges or impose a Special Assessment. See Section "Working Capital Fund" for details.

(T) There will be a reserve fund bank account to provide for major capital repairs or improvements. The reserve fund contributions shall be collected monthly as part of Common Charges, thus, the reserve fund will not be fully funded until after the first year of operations. At this time, Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of Condominium operation. If the amount in the reserve fund is inadequate to cover major capital improvements needed, there may be an increase in Common Charges or Special Assessment imposed. See "Reserve Fund."

(U) As provided in the By-Laws, Sponsor will retain control of the Board until five (5) years from the date of the First Closing or until Sponsor owns less than 25% of total Units, whichever is sooner ("Initial Control Period. There is no provision in the By-Laws that a Majority of Board members must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals after the Initial Control Period. Owner-occupants may never gain effective control of the Condominium. Owners for investment and owner-occupants may have inherent conflicts on how to operate the Condominium due to inherent differences between owner occupancy and investment. See Section "Control By Sponsor".

(V) Since Sponsor is retaining the unconditional right to rent Units after the consummation of the Plan and there is no obligation to sell more than the 20% of Units required by the Preferred

Lender to fund a loan, Sponsor may retain ownership of Majority of the Units in this Plan. Thus, it is possible the Sponsor will retain voting control of decisions which require a vote of Unit Owners. See "Control by Sponsor."

(W) Until the earlier of five (5) years after the First Closing or until Sponsor owns less than 25% of the Common Interest, the Declaration, By-Laws and Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or its designee without the prior written consent of every Unit Owner affected by such amendment, including Sponsor or its designee. See Section "Control by Sponsor" for details.

(X) Sponsor reserves the right to modify, renew and replace existing service, maintenance, employment, concessionaire and other agreements and insurance policies, and to enter into new agreements and policies that will be binding on the Board on the Closing Date. Sponsor may not unilaterally change the terms of the offer. Services must remain comparable to what is in the budget. Any such new agreement which has the effect of materially increasing common charges or is binding on the Board will be disclosed by a duly filed amendment to this Plan. See "Notes to Schedule B".

(Y) Unit Owners must notify the Managing Agent or Board in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. Each Unit Owner shall obtain and install, at the Unit Owner's expense, the required window guards in all windows of the Unit and shall not remove them until permitted by the law in any event, without the full knowledge of the Managing Agent. See "Rights and Obligations of Unit Owners and Board of Managers".

(Z) No bond or other security has been posted to secure Sponsor's obligations. Should Sponsor fail in its obligation to pay all Common Charges, Special Assessments and real estate taxes with respect to Unsold Units, the Board may file a lien against the Unsold Units in accordance with law and Purchasers under contract will be offered rescission. See "Rights and Obligations of Sponsor".

(AA) The Housing Merchant Implied Warranty applies to this offer. Pursuant to Article 36-B of the General Business Law (the "GBL"), Sponsor has elected to limit the Housing Merchant Implied Warranty.

Sponsor's Limited Warranty is limited to actual Purchasers and their successors who acquire title to the subject Unit by will or the governing intestacy laws. The Limited Warranty includes only actual damages and excludes all consequential, incidental, and/or special damages not foreseeable to the Sponsor; does not cover defects in appliances, fixtures, equipment and household items, if any are included in the sale, such as furniture, except those due to improper installation by Sponsor; does not cover any defects in labor or in any work or materials ordered directly by any Purchaser from Sponsor's sub-contractors, suppliers, or independent contractor not engaged in any non-delegable duty(ies); and further excludes conspicuous defects and any defects which an inspection of the Unit would reveal; damage caused by the failure of Purchaser or any affiliate thereof, to comply with the requirements of Sponsor's Limited Warranty or of any requirements imposed by a manufacturer, supplier of appliances, fixtures, equipment or household items; damage caused by the misuse,

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

Sponsor's obligation, regardless of any limitations in the warranty or the Offering Plan, cannot go below the duty to construct the Premises in accordance with all applicable codes, filed Plans and Specifications, and locally accepted building practices for items which are not covered by codes. 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. Languages on warranties in this Offering Plan must be in accordance with Section 777-a (New York Housing Merchant Implied Warranty) and Section 777-b (New York Exclusion or Modification of Warranties) on sales of new homes of the NY GBL. Any exclusion or modification that does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such standard, a locally accepted building practice, shall be void as contrary to public policy. In addition, any exclusion or modification of warranties that fails to ensure that a home is habitable by permitting conditions to exist which render the home unsafe, shall also be considered void. See Section "Rights and Obligations of Sponsor".

(AB) There is a cross-default provision under the Purchase Agreement and Interim Lease. Under this provision, an uncured default by the Purchaser under one instrument will automatically constitute a default under the other and Purchaser shall have only the grace period stated under the Purchase Agreement to cure the default under both instruments. If the default is not timely remedied and the Purchase Agreement is cancelled, the Interim Lease shall simultaneously be cancelled. However, before Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Interim Lessee, unless the Interim Lessee has vacated the Unit. See "Interim Leases".

(AC) Purchaser will disclose to Sponsor all real estate brokers that he or she has dealt with in connection with the acquisition of his or her Unit and will indemnify Sponsor against the claims of any other broker, if such broker is not disclosed to Sponsor at the time of the Purchase Agreement. See "Procedure to Purchase."

(AD) Sponsor may, in its sole discretion, delay the collection of Common Charges and elect to pay the expenses of the building instead. During any such delay, Sponsor will timely pay all expenses of the Condominium, including but not limited to, insurance premiums and any reserve fund payments. Such expenses will not include individual Unit Owner expenses such as real estate taxes or utility charges. Upon commencement of collection of Common Charges, there will not be any assessment for any item in the approved budget for the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as required by governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the Notice of Closing and in the post-closing amendment to the offering Plan. Such amendment shall also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges and will disclose such fact in the following amendment to the offering Plan. See "Notes to Schedule B," "Rights and Obligations of Sponsor," and "Rights and Obligations of Unit Owners and Board of Managers."

(AE) The Financial Crimes Enforcement Network ("FinCEN") has issued a Geographic Targeting Order ("GTO"), last updated in May 2021, which requires US title insurance companies to report the personal identity of purchasers in certain residential real estate transactions in NYC which meet the following criteria: (a) purchaser is a legal entity as defined in the GTO; (b) total purchase price is in excess of $300,000.00; (c) purchase is made without a bank loan or other similar form of external financing; and (d) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, virtual currency or a funds transfer. As long as the GTO remains in effect, its reporting requirements apply to all residential real property Closings meeting the above criteria. See "Procedure to Purchase."

(AF) Pursuant to Local Law 147, this building has implemented the following smoking policy: Smoking and/or use of electronic cigarettes is prohibited in all indoor and outdoor Common Element areas on the Property. This policy shall apply to all Unit Owners and tenants and their respective invitees as well as other persons on the premises. See "Rights and Obligations of Unit Owners and Board of Managers."

(AG) Excluded from the Property are that portion of the unused floor area development rights, if any, that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution, which shall be retained by the Sponsor and which may be sold, transferred or hypothecated to any other entity for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar agreement. Said rights, if any, may not be used to add space or floors to the subject Property however, when sold, may be used to add space

or floors to adjacent buildings. At this time, there are no unused development rights available. See "Reservation of Air and Development Rights."

(AH) For five (5) years after the First Closing or until the Unsold Units constitute less than twenty-five percent (25%) of the Common Interest, whichever is sooner, the Board must obtain Sponsor's prior written approval to: (a) raise Common Charges or levy a Special Assessment to (1) make an alteration to the Common Elements; (2) create an additional reserve fund for repairs, alterations, unanticipated expenses and/or contingencies which exceed 5% of the projected common expenses for the budget year; (3) increase, decrease, eliminate or otherwise change the number, type, classification or working hours of the building's service staff (if any), or to hire additional service staff; (4) increase, decrease, or eliminate building services; (5) increase, decrease, eliminate or otherwise change the amounts or types of insurance coverage from the coverages existing on the date of the First Closing; or (b) borrow money on behalf of the Condominium Association. Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required: (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; (iii) to remedy any work order by an insurer; or (iv) to remedy any immediately hazardous condition which affects the health and/or safety of the occupants. See "Control by Sponsor."

(AI) The budget does not include a contingency fund, which is a line item sometimes found in a condominium budget for unanticipated expenses. In the event there are any such expenses, Common Charges may increase or an assessment may be imposed. See "Notes to Schedule B."

(AJ) There will be twenty stacked wire storage spaces on the first floor and twenty eight unstakced wire cage storage spaces in the cellar. Since the elevator does not go to the cellar level, the cellar storage spaces are only accessible by stairs. Two of the cellar storage spaces will be reserved for building storage. The remaining forty-six (46) storage spaces will be assigned to residential units by the management company in their sole discretion on a first come-first serve basis. Storage spaces SF, SG, SH, SJ and SK are handicap accessible. If the resident of the Unit to which one of these spaces is allocated is not physically handicapped, and in the event another resident becomes physically handicapped, he or she has the right to demand that the non-handicapped resident trade spaces on the books of the Condominium at no cost or expense. Any costs or fees associated with such a request shall be borne solely by the party requesting the transfer. Storage spaces S1, S3 and S6 contain a structural column which reduces the available storage space. On the first floor, ten of the cages begin at floor level and are 7' high and ten of the cages are stacked on top of those, beginning at 7' above floor level and spanning to 14' high. No ladder is provided for accessing the storage spaces.

Cellar space has less light and air than ordinary living space and is more susceptible to dampness. Cellar space may not be used for any habitable purpose. Doing so may result in a violation issued by the Department of Buildings. See "Introduction" and Architect's Description of Property.

(AK) There is a common courtyard, 2 indoor recreation rooms on the first floor of the Building and a common roof recreation area. The recreational spaces will be unfurnished by Sponsor except for one of the indoor rooms which will be equipped as a gym. Use of the recreational areas are

available to residents and their supervised guests. There is no grilling or barbeques allowed in the courtyard. See "Description of Property."

(AM) On or about the First Closing, the Board shall enter into an agreement to manage the Property with a third party company, Emerson Property Management LLC, 316A Himrod Street, Suite 2, Brooklyn, NY 11237, for the first year of operations for a fee of $46,800.00, payable in monthly installments. This fee is based on the prevailing rates for such services which is estimated at $60-$85 per unit per month according to the Sponsor's budget expert. For the remainder of the Initial Control Period, Sponsor will make decisions regarding who will manage the Condominium. See Section "Notes to Schedule B," "Management Agreement" and "Identity of Parties" for further details.

(AN) The Board must deliver to each tenant and prospective tenant of the Building, and must post in a common area of the Building, a notice regarding the procedures that should be followed when a gas leak is suspected and comply in all other respects with the provisions of the Gas Leak Law. See Bylaws.

(AO) If Purchaser is or hereafter becomes a tenant of the Unit pursuant to an Interim Lease or other written agreement, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser, together with any interest earned thereon, within thirty (30) days following the closing, provided Purchaser is not in default under Purchaser's lease or tenancy obligations. If the Unit is occupied by someone other than Purchaser, then the unapplied security deposit (if any) of the tenant or occupant will be transferred at closing to Purchaser, who will, upon receipt, sign and deliver to Sponsor an agreement acknowledging the amount received, indemnifying Sponsor from all liability in connection therewith and agreeing to hold such security deposit in trust and to deposit same in an interest bearing bank account pursuant to the provisions of Section 7-103 of the New York General Obligations Law (such agreement to be in form and substance satisfactory to Sponsor). In either event, Sponsor will have the right to deduct from any tenant's security deposit the amount of any rent arrearage owing to Sponsor and to bring an action against the tenant to the extent such rent security is insufficient. See "Interim Leases."

(AP) Pets are allowed in this Building however the Board reserves the right to levy an annual fee on any Unit Owner harboring a permitted pet. See "Rights and Obligations of Unit Owners and Board of Managers."

(AQ**)** 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 Plan includes tax information and projections based on new federal tax law, including, but not limited to, the opinions of counsel, tax expert's opinion letter, and other experts, and all other tax information and projections included in the Plan as applicable. See "Opinion of Counsel."

(AR) In the event any obligation or undertaking required by Sponsor under the Purchase Agreement (including without limitation any fully-executed rider hereto) is prevented, delayed or

hindered by Force Majeure, Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the duration of the Force Majeure event and such tolling shall not entitle Purchaser to any credit, offset or reduction in Purchase Price or to be relieved from any other obligation under the Purchase Agreement. However, none of Purchaser's rights under the applicable regulations promulgated by the Attorney General, Article 23 of the General Business Law or under the Plan shall be abridged by virtue of Force Majeure except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order. Purchasers are specifically advised that the timing of the closing of title to the Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorneys as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provisions prior to executing the Purchase Agreement. See "Procedure to Purchase" and the Purchase Agreement.

(AS) The projected real estate taxes for the first year of operation contained in Schedule A are based on an assessment of the Building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. See Footnotes to Schedule A and "Real Estate Taxes" for more information regarding the projected assessed valuation after completion of construction.

(AT) This Building has been gut-renovated to the studs. All paint has been removed and refinished. However, absent such renovation, buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included as an exhibit to the Architect Report in Part II of the Plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a Unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for lead paint. See Architect's Description of Property.

(AU) The Managing Agent will provide the Condominium with a janitorial service available on a 24/7 basis as disclosed in note 3(E) of the Budget Notes. As such, the Condominium will not employ a superintendent. Should the board decide to hire a superintendent in the future, Common Charges will increase by approximately $20,000 or 8%. See Notes to Schedule B.

(AV) There are lot line windows in units 1C and the E and F lines on floors 2-4 on the east side of the building. However, they are more than 30 feet from the neighboring building, therefore, there is no additional fire protection requirement, although one sprinkler head per window has been provided. In addition, there are no restrictions on counting the windows toward the light and air requirements. The adjacent building is fully constructed. There exists a light and air easement which will be recorded prior to recording the Declaration, which prevents the current and/or future owner

of the adjacent building from expanding or reconstructing the adjacent building so as to block the subject building's lot line windows. Therefore, the lot line windows will not be blocked in the future. See Architect Description of Property.

B. INTRODUCTION

1. Purpose of the Offering Plan

This offering Plan sets forth all the material terms of the offer to sell these apartments as Condominium Units. The Plan may be amended from time to time to reflect changes which materially affect the offering. All amendments will be filed with the New York State Department of Law and will thereafter be served upon Purchasers who have executed and delivered Purchase Agreements to Sponsor, Unit Owners, and any other person entitled to service pursuant to 13 N.Y.C.R.R. § 20.1(d).

This offering Plan including Part I and Part II, all schedules and Parts A, B, C and D of the exhibits constitute the entire offer of Sponsor and contain all of the detailed terms and additional supporting documentation. All of these are available for inspection without charge to prospective Purchasers and their attorneys at the office of Sponsor's attorneys during regular business hours. There will be a charge of forty cents ($0.40) per page for copying. The Plan and exhibits are also available by appointment for inspection at no charge and for copying (at a current charge of $0.25 per page) at the Department of Law, 28 Liberty Street, 21st Floor, New York, New York 10005.

2. The Offer

Sponsor presents this offering Plan for the establishment of Condominium ownership of the Property pursuant to and in compliance with Article 9-B of the Real Property Law of the State of New York, as amended (the "Condominium Act"). The Condominium shall be known as The 10 Quincy Street Condominium.

The offering Plan encompasses the land, the structure, and all appurtenances thereto at 10 Quincy Street, Brooklyn, New York. Sponsor is Dari Development LLC, a New York limited liability company with an address at 855 East 14th Street, Brooklyn, NY 11230. Sponsor is a contract vendee pursuant to a contract dated January 22, 2021. The contract vendor is Quincy Street Investments LLC, an unrelated party which acquired the deed to the property on December 30, 2019. Sponsor shall be the party solely responsible for the consummation of the Plan and sale of Units and will acquire title prior to declaring the Plan effective. The Property was historically used as a retail store and warehouse by the Salvation Army.

There is one (1) building on the site which is being gut renovated and is substantially completed under plans filed with and approved by the Department of Buildings of the City of New York (collectively, "Building"). The completed Building will have four (4) floors plus a cellar and will contain forty-six (46) residential Units and twenty-four (24) rooftop cabanas. The rooftop cabanas may be purchased in fee title by any Purchaser either after or contemporaneously with the purchase of a residential Unit. These Units may not be subdivided or rented independently. The rooftop cabanas will be uncovered areas on the roof fenced in on 4 sides with a gate that can be locked with a combination lock or other similar lock to be provided by the Purchaser. If purchased, they may be used by Unit Owners and their respective tenants, residents and guests for recreational purposes. There is no maximum occupancy requirement per cabana.

There will be twenty stacked wire cage storage spaces on the first floor and twenty eight unstacked wire cage storage spaces in the cellar. Two of the cellar storage spaces will be reserved for building storage. The remaining forty-six (46) storage spaces will be assigned to residential units by the management company in their sole discretion on a first come-first serve basis. Storage spaces SF, SG, SH, SJ and SK are handicap accessible. If the resident of the Unit to which one of these spaces is allocated is not physically handicapped and in the event another resident becomes physically handicapped, he or she has the right to demand that the non-handicapped resident trade spaces on the books of the Condominium. All costs or fees associated with such a request shall be borne solely by the party requesting the transfer. Storage spaces S1, S3 and S6 in the cellar contain a structural column which reduces the available storage space. On the first floor, ten of the cages begin at floor level and are 7' high and ten of the cages are stacked on top of those, beginning at 7' above floor level and spanning to 14' high. No ladder is provided for accessing the storage spaces.

The cellar will also contain a compactor room and meter rooms. The ground floor will contain a bicycle storage room with 13 spaces available daily on a first come-first serve basis. It will also contain two recreation rooms: one to be equipped as a gym and one to be unfurnished. There will also be a recreation area in the courtyard off the ground floor and on the roof. There are no barbeques allowed in the courtyard. All recreation areas (other than the gym) will be unfurnished by Sponsor. Recreation spaces will be available to residents as well as their supervised guests. There will be two elevators servicing all floors from the 1st to roof.

The Units will be allocated limited common element areas as follows: Units 1C, 1D, 1E, 1J, 1K, 2B, 2C, 2D, 2G, 2L, 2M: terraces; Units 1J and 1K: 1 parking space each of the two (2) total parking spaces located on the Property.

The Sponsor hereby offers forty-six (46) residential Units and twenty-four (24) roof cabanas for sale under the Plan. The purchase prices and estimated Common Charges for each Unit are listed in "Schedule A -- Offering Prices and Related Information." THE PRICES CONTAINED IN THE PLAN HAVE BEEN SET BY SPONSOR WITHOUT ARMS LENGTH NEGOTIATION AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY GOVERNMENTAL AGENCY.

Excluded from the Property are that portion of the unused floor area development rights, if any, that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution, which shall be retained by the Sponsor and which may be sold, transferred or hypothecated to any other entity for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar agreement. Said rights, if any, may not be used to add space or floors to the subject Property however, when sold, may be used to add space or floors to adjacent buildings. At this time, there are no unused development rights available. See section "Reservation of Air and Development Rights."

Sponsor is reserving the unconditional right to rent rather than sell Units after consummation of the Plan. Accordingly, there is no commitment by Sponsor to endeavor in good faith to sell more than 20% of the Units which is required by Sponsor's Preferred Lender to be in contract prior to funding

any loans. Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, in the event all of the Purchasers counted toward effectiveness rescind or terminate their Purchase Agreements prior to the First Closing, the Plan will be declared effective again, regardless of whether the Declaration has been recorded.

There is a loan on the Premises with a lender, AXOS Bank, 4350 La Jolla Village Drive, Suite 140, San Diego, CA 92122. The lender has placed no restrictions on the rentals, sales or marketing of the Units. If the loan is not satisfied at or prior to the First Closing, the mortgagee will either (a) consent to the formation of a condominium and acknowledge that its lien will be limited to Unsold Units; (b) subordinate the lien of its mortgage to the Declaration of Condominium; or (c) release its lien on the Condominium Unit being conveyed and its interest in the Common Elements.

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

A bulk sale is defined as a simultaneous sale of ten (10) or more Units or twenty percent (20%) or more of the residential Units, whichever is less, to one Purchaser who will not use the Units for personal occupancy. In the event of a bulk sale by Sponsor of all or some of its Unsold Units, the Sponsor or its principals will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor. The successor sponsor will be bound by Sponsor's representations regarding unit sales.

3. Basic Aspects of Condominium Ownership

The ownership of a Condominium Unit is similar in many respects to the ownership of a private home. Each Unit Owner owns his Unit outright in fee simple absolute and is entitled to exclusive possession of his Unit together with an interest in and right to use the Common Elements and the Limited Common Elements, if any. The Common Elements consist of all parts of the Property other than the Units themselves that are owned by all of the Unit Owners as tenants in common, each having an undivided interest therein. The Common Elements include, generally, but without limitation, the Condominium Property including the portions on which the Building are erected.

A. Limited Common Elements. Limited Common Elements are those Common Elements reserved for exclusive use and enjoyment by one or more (but not all) Units. The repair and maintenance of the Limited Common Elements is the responsibility of the Unit Owner to whose Unit the Limited Common Elements are allocated. In this Condominium, the Limited Common Element areas are the terraces and parking spaces allocated to the Units as noted on the floor plans

and Schedule A. See Schedule A for details regarding the composition of each Unit and the Architect's Report included in Part II. Common and Limited Common Elements are not subject to partition nor are they severable from the Units except in accordance with the Condominium Act.

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

C. Ownership/Leasing of Units. Other than as set forth herein, there is no restriction upon ownership of a Unit. Any Unit Owner may sell or lease his or her Unit to anyone, without restriction or limitation, subject only to civil rights laws. No Unit Owner may convey or mortgage title to his Unit without including therein the Appurtenant Interest, general or Limited Common Elements.

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

D. Powers and Duties of the Board of Managers. The Board and its officers have a fiduciary duty to act in the best interest of the Condominium. The Board has the power and responsibility for the operation of the Condominium, which include, among other things, the care, upkeep and maintenance of the Common Elements; collection of Common Charges from Unit Owners; employment of personnel; adoption and amendment of Rules and Regulations; maintenance of bank accounts; obtaining insurance; making repairs, additions, improvements or alterations to the Common Elements; repair, reconstruction and restoration of damage by fire or other casualty; and such other functions as may be required in connection with the operation and maintenance of the Property. The Board will elect a President, a Secretary and a Treasurer. Neither Board members nor any officer will receive any compensation for acting in such capacity. The Board may engage a Managing Agent to perform any of its delegable duties as provided in the By-Laws, and may pay such Managing Agent such compensation as the Board deems desirable.

E. Voting. Unit Owners are entitled to one (1) vote for each Unit owned in matters that require a vote of Unit Owners, including Board elections. If two (2) or more Persons own a Unit, they shall designate in a writing to the Board one person amongst them to vote on behalf of their Unit and the vote of such designee shall be binding upon all Unit Owners. Failing such a designation, it will be presumed that all Unit Owners consented to the vote if any one of them purports to exercise such vote without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote appurtenant to such Unit shall be counted solely for the purpose of determining whether the required attendance is present to establish a quorum. Except where the Condominium Act, Declaration, or By-Laws provide otherwise, all

matters to be decided by vote of Unit Owners will be decided by a Majority vote thereof. In accordance with the By-Laws, any deadlock in voting shall seek to be settled by Arbitration.

F. Real Estate Taxes and Mortgages. Each Unit will be separately taxed for real estate tax purposes. No Unit Owner is liable for the payment of real estate taxes on any Unit other than his own. Each Unit may be mortgaged separately. No Unit is subject to the lien of a mortgage on any other Unit.

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

H. Painting/Decoration of Common Elements and Units. All painting and decorating of exterior portions of the Building and Common Elements and repairs and replacements to Common Elements shall be made by the Board through its officers or Managing Agent. No further approval of Unit Owners is required for the foregoing, regardless of the cost. Such costs will be charged to Unit Owners as Common Charges, except to the extent same may be charged to a single Unit Owner if such costs are necessitated by his negligence or misuse.

Unit Owners may decorate the interior of his Unit in any manner so desired, subject to compliance with the By-Laws and the Rules and Regulations promulgated pursuant thereto, and will be solely responsible for the cost and expense of maintaining, repairing, painting and maintaining casualty and liability insurance on his or her Unit.

I. Appliances. As part of the purchase price for each Unit, Sponsor is providing a refrigerator, oven, cooktop, microwave, dishwasher, washer and dryer. Sponsor is not providing blinds or shades to the Units. It will be the responsibility of the Unit Owners to provide them at his or her own cost.

J. Carbon Monoxide/Smoke Detectors. Sponsor is providing combination carbon monoxide/smoke detectors in each Unit at each level in accordance with the Administrative Code of the City of New York. The maintenance of the detectors shall be the Unit Owner's responsibility for those located within the Unit and the Board's responsibility for those located in Common Elements. See Part II, "Description of Property" for further details.

K. Purchasers for Occupancy or Investment. Since the Board does not have the right to approve or disapprove Purchasers, there is no limit on the number of Persons who may purchase for investment rather than personal occupancy and, accordingly, there may always be a substantial percentage of Unit Owners who are non-residents. Owners for investment and owner-occupants have inherent conflicts of how to operate the Condominium and how to manage the Board due to the

inherent differences in their ownership and occupancy. Purchasers should note that under this Plan, owner-occupants may never gain effective control of the Condominium.

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

4. Contents of Part II

Part II of the offering Plan contains the forms of documents to be used in the occupancy, sale and transfer of Units, as well as operation of the Condominium in general. A list of the documents provided in Part II can be found in the Table of Contents and certain items are summarized below.

A. Purchase Agreement. The agreement to purchase a Unit is called a "Purchase Agreement," the general form of which is set forth in Part II as Document No. 2. The terms of sale of Units, as well as the procedure to purchase the same, are also summarized in Section "Procedure to Purchase" of the offering Plan.

B. Unit Owner's Power of Attorney. The form of Unit Owner's Power of Attorney that each Unit Owner will be required to give to the Board and to Sponsor pursuant to the Declaration is set forth as Document No. 4 in Part II of the Plan. The Power of Attorney (1) gives the Board the power to acquire a Unit when offered for sale by a Unit Owner or pursuant to foreclosure and (2) permits the Board to file amendments to the Condominium Documents, or other instruments affecting the Condominium with respect to compliance with laws, zoning, easements, etc.

C. The form of deed that Sponsor will issue to Purchasers is set forth as Document No. 5 in Part II.

D. A detailed description of the physical condition of the Property is set forth in Part II as Document No. 1, entitled "Description of Property", which includes an architect's report describing the property and the floor plans for each Unit, and should be reviewed carefully by prospective purchasers.

E. The salient provisions of the Declaration of the Condominium ("Declaration"), which is the document that establishes condominium ownership of the Property, and By-Laws of the Condominium ("By-Laws"), which govern the operation of the Condominium and to which are annexed the Rules and Regulations of the Condominium ("Rules and Regulations"), are partially summarized in Section "Rights and Obligations of Unit Owners and Board of Managers" and are reproduced in full in Part II as Documents Number 6 and 7, respectively. Each Unit Owner is obligated to comply with the Declaration, the By-laws, the Rules and Regulations and any other requirement of the Board.

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

C. DEFINITIONS

This section contains various terms used frequently throughout this offering Plan and their respective meanings in the context of this offer. All defined terms are included in this section, but Purchasers should note certain laws or governmental agencies may be referenced throughout the Plan which are not included in this section.

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

2. Architect's Report: The written description of the Property and the condominium floor plans as prepared by Sponsor's architect available in Part II of the offering Plan, as the same may, from time to time have been amended or changed, or may, from time to time, hereafter be amended or changed in accordance with the Plan.

3. Balance: The purchase price, less the Down Payment, due at Closing.

4. Bank: The bank at which the Escrow Account is located, which is Signature Bank, 565 5th Avenue, New York, New York 10007.

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

6. Board of Managers: (the "Board") The governing body of the Condominium, selected, authorized and directed to manage and operate the Condominium individually as provided by the Condominium Act, the Declaration and the By-Laws.

7. Building: The structure to be erected on the Property.

8. By-Laws: By-laws of the Condominium, which are annexed as Exhibit D to the Declaration, as the same may be amended from time to time pursuant to the terms thereof. The By-Laws outline the procedures and methods for the operation of the condominium.

9. Closing: The settlement of the mutual obligations of the Sponsor and Purchaser under a Purchase Agreement, or the date thereof as context requires, including the payment to Sponsor of the purchase price and the delivery to Purchaser of the deed transferring full ownership to the Unit on the terms set forth in the Purchase Agreement.

10. Common Charges: Assessments by the Board upon the Unit Owners, in proportion to their respective interests (unless otherwise indicated in the Condominium Documents)_in

the Common Elements for the purpose of paying Common Expenses. NOTE: These charges are payable by the Unit Owners on a monthly basis.

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

12. Common Expenses: Expenses and costs for which Unit Owners shall be proportionately liable, in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements not otherwise the responsibility of a specific Unit Owner; (ii) the establishment and/or maintenance of a general operating reserve or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); (iii) the purchase, lease, or sublease by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell, lease, transfer, or convey the same or that is to be sold at a foreclosure or other sale; and (iv) generally, the conduct of the affairs of the Condominium.

13. Common Interest: The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration of Condominium.

14. Condominium: The 10 Quincy Street Condominium which was established pursuant to the terms of the Declaration and is to be governed pursuant to the terms of the By-Laws.

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

16. Condominium Association: The unincorporated association of Unit Owners in the Condominium.

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

18. Declaration: The instruments by which the Building is submitted to the provisions of the Condominium Act and that instrument as from time to time amended, consistent with the provisions of the Condominium Act and the By-Laws of the Condominium.

19. DOB: The New York City Department of Buildings.

20. Down Payment: A sum equal to 10% of the purchase price of a Unit, subject to negotiation, which shall be tendered along with a fully executed Purchase Agreement.

21. Emergency: A condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building.

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

23. Escrow Agent: Jeffrey Zwick & Associates, PC, 266 Broadway, Suite 403, Brooklyn, New York 11211.

24. Escrow Account: The account existing at Signature Bank entitled "Jeffrey Zwick & Associates, P.C. Attorney Escrow Disbursement Account" into which Down Payments will be placed.

25. Family Members: Spouse, children (natural and adopted), stepchildren, parents, grandchildren, grandparents, siblings, and parents-in-law of a Unit Owner who reside in such Unit Owner's Unit.

26. First Class Condition: Same as new, excepting normal wear and tear.

27. First Closing: Date on which title to the first Condominium Unit is transferred and operations, including the budget year, commences. In this Plan, the First Closing is anticipated to occur by April 1, 2022.

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

29. Initial Capital Payment: The amount of money collected at Closing from each initial Purchaser equal to two (2) month's Common Charges for its Unit.

30. Initial Control Period: Period during which Sponsor exercises voting control over the Board. In this plan, the period is for five (5) years after the First Closing or until Sponsor owns less than 25% of the Units, whichever is sooner.

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

32. Insurance Trustee: An individual who is a resident of the State of New York, or a bank or trust company having an office in The City of New York, from time to time appointed to serve as such by the Condominium Board.

33. Interim Lease: Lease entered into between Sponsor and a Purchaser to allow for occupancy of a Unit for which the Purchaser has signed a Purchase Agreement, for the time between signing the Purchase Agreement and Closing.

34. Interim Lessee: Purchaser and other occupants who sign and Interim Lease and occupies a Unit prior to Closing, pursuant to such Interim Lease.

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

36. Limited Common Elements: Limited Common Elements generally are those Common Elements which service or which are reserved for use and enjoyment by one or more (but not all) Units. Examples of Limited Common Elements can be an area like a balcony, yard, or a facility like a boiler which is located in the cellar but provides heat and hot water to a specific Unit.

37. Limited Warranty: The Housing Merchant Implied Warranty, as limited by Sponsor.

38. Lot Line: The boundaries of the tax lot as determined by the City of New York Department of Finance, Real Property Assessment Bureau. Lot line windows are windows located on such boundaries, in the event the Building is constructed on the lot lines. There will be lot line windows in the completed Building.

39. Managing Agent: A Person or company employed by the Condominium Board pursuant to pursuant to paragraph (C) of Section 2.5 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall

have whatever powers the Condominium Board shall delegate, subject to the limitations contained in paragraph (D) of Section 2.6 of the By-Laws.

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

41. Mortgage Contingency Expiration Date: The date on which the mortgage contingency, if agreed to by Sponsor, expires, which date is forty-five (45) days from date the Purchaser receives an executed Purchase Agreement, subject to negotiation.

42. Notice of Closing: Letter sent to Purchasers setting a Closing date for the respective Unit which will be at least thirty (30) days after the date of the notice.

43. Permitted Mortgage: Any mortgage covering one or more Units that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws.

44. Permitted Mortgagee: Any holder of a Permitted Mortgage at the time in question.

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

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

47. Plans and Specifications: The plans and specifications for the Building filed with the Department of Buildings and other appropriate governmental authorities, as the same may be amended or changed from time to time.

48. Preferred Lender: Sponsor's preferred lender is Victor Angel at Wells Fargo Bank, N.A. located at 150 East 42nd Street, 32nd Floor, New York, NY 10017, (917) 816-2804.

49. Property: All that certain tract, plot, piece, and parcel of land situate, lying and being in the County of Kings, City and State of New York, as more particularly described in Exhibit A to the Declaration, which is subject to the Condominium Act by the Declaration, together with all improvements thereon and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof as fully detailed in the Declaration.

50. Purchaser: A Person who tendered the appropriate Down Payment and who has received a fully executed Purchase Agreement for a Unit in the Condominium.

51. Purchase Agreement: The written agreement to purchase a Unit.

52. Register's Office: The Office of the Register of the City of New York, Kings County.

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

54. Selling Agent: The Corcoran Group or other NY licensed real estate broker appointed by Sponsor to market and sell the Condominium Units.

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

56. Sponsor: As per New York State regulations for newly constructed and vacant condominiums, means "any person, partnership, joint venture, corporation, company, trust, association or other entity or agent thereof who makes or takes part in a public offering or sale in or from the State of New York of participation interests or investments in real estate including condominium interests in realty." The Sponsor of this Plan is Dari Development LLC.

57. Time of the Essence: Purchaser must cure a default or satisfy a condition in the Purchase Agreement by the date indicated or commit an incurable breach and forfeit his Down Payment.

58. Trust Funds: The moneys actually received from the insurance company pursuant to a claim for damage.

59. Unit: Any Unit designated as such in the Declaration of the Condominium and further described in the Floor Plans to be filed simultaneously with the Declaration.

60. Unit Owner: The Person or Persons owning, on record, a Unit in fee simple absolute.

61. Unsold Units: Any Unit owned by Sponsor or its designee at the time in question, excluding any Unit occupied by the Sponsor or any Family Member.

This complete set of definitions is also set forth in Exhibit C to the Declaration of the Condominium set forth in Part II of the plan.

D. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

1. General. This description of the Property and improvements is intended to provide a general outline of the land, Building and Units, but shall not be interpreted as enlarging in any manner, directly or by reference, the obligations or liability of the Sponsor as set forth in this Plan. The Architect's Report is a more detailed description of the Building and Property compiled by Sponsor's architect and which includes the layouts for each Unit and the Building in general and is set forth as Document No. 1 in Part II of the Plan.

2. Site. The land is known by street addresses as 10 Quincy Street, Brooklyn, New York 11238. The parcel is located in the Clinton Hill section of Brooklyn on tax lot number 1 of tax block 1972. The site is zoned as R6B on Map 16c of the 1961 Zoning Resolution, which permits residential use as a matter of right. Residential zoning districts also permit community facility use. Sponsor is a contract vendee pursuant to a contract dated January 22, 2021. Sponsor shall be the party solely responsible for the consummation of the Plan and sale of Units and will acquire title prior to declaring the Plan effective. The Property was historically used as a retail store and warehouse by the Salvation Army.

There is one (1) building on the site which is being gut-renovated and all portions of the Building are expected to be substantially completed by September 2021 under plans filed with and approved by the Department of Buildings of the City of New York (collectively, "Building"). The Building has four (4) floors plus a cellar and will contain forty-six (46) residential Units and twenty-four (24) rooftop cabanas. The rooftop cabanas may be purchased in fee title by any Purchaser either after or contemporaneously with the purchase of a residential Unit. These Units may not be subdivided or rented independently. The rooftop cabanas will be uncovered areas on the roof fenced in on 4 sides with a gate that can be locked with a combination lock or other similar lock to be provided by the Purchaser and may be used by the Unit Owners and their respective tenants and guests for recreational purposes. There is no maximum occupancy requirement per cabana.

There will be twenty stacked wire storage spaces on the first floor and twenty eight unstacked wire cage storage spaces in the cellar. Two of the cellar storage spaces will be reserved for building storage. The remaining forty-six (46) storage spaces will be assigned to residential units by the management company in their sole discretion on a first come-first serve basis. Storage spaces SF, SG, SH, SJ and SK are handicap accessible. If the resident of the Unit to which one of these spaces is allocated is not physically handicapped and in the event another resident becomes physically handicapped, he or she has the right to demand that the non-handicapped resident trade spaces on the books of the Condominium for no fee. All costs or fees associated with such a request shall be borne solely by the party requesting the transfer. Storage spaces S1, S3 and S6 in the cellar contain a structural column which reduces the available storage space. On the first floor, ten of the cages begin at floor level and are 7' high and ten of the cages are stacked on top of those, beginning at 7' above floor level and spanning to 14' high. No ladder is provided for accessing the storage spaces.

The cellar will also contain a compactor room and meter rooms. The ground floor will contain a bicycle storage room with 13 spaces available daily on a first come-first serve basis. It will also contain two recreation rooms: one to be equipped as a gym and one to be unfurnished. The gym has a maximum occupancy load of 33 people and will include 2 treadmills, 2 stationary bikes, 1 stair stepper, 1 fixed weight machine and 1 free weigh area. The unfurnished recreation room will hold a maximum of 33 people. There will also be a recreation area in the courtyard off the ground floor with a maximum occupancy of 95 people and on the roof with a maximum occupancy of 59 people. There are no barbeques allowed in the courtyard. All recreation areas (other than the gym) will be unfurnished by Sponsor. Recreation spaces will be available to residents as well as their supervised guests. There will be two elevators servicing all floors 1st to roof.

The Units will be allocated Limited Common Element areas as follows: Units 1C, 1D, 1E, 1J and 1K, 2B, 2C, 2D, 2G, 2L, 2M: terraces; Units 1J and 1K: 1 parking space each of the two (2) total parking spaces located on the Property.

The proposed project is governed by New York City zoning laws and the Building Code. The Property is being improved and the Units and Common Elements are being constructed in accordance with this Plan, with the filed Plans and Specifications as the same may be amended and with all applicable zoning and building laws, regulations, codes, and other government requirements. The Units will comply with all applicable rules, regulations, laws and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction. The Plans and Specifications will be available for inspection at the Sponsor's office on the Property.

Sponsor does not have any pending projects in the immediate vicinity or any publicly announced development projects that will be adjacent to or directly across from the Property. Any change in this information that occurs while sales are continuing will be disclosed in an amendment within 30 days.

3. Statement of Dimensions. The floor area of each Unit is measured from the outside of the exterior walls to the centerline of the partitions separating one Unit from another Unit or to the non-Unit side of walls separating one Unit from Common Elements. Accordingly, they include the area of the interior walls of the Unit, and the actual livable area of the Units is significantly less than the area set forth in Schedule A. All areas and dimensions are approximate within reasonable tolerances and are subject to immaterial construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering Plan. 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 a decrease in area of 5% or less is not material.

4. Utilities.

A. Water. Water is provided by the City of New York and the Units will be billed together for water consumption as a Common Charge. Storm water is carried into the New York sewer system as is the entire sanitary waste from the Building.

B. Gas. Gas is provided by National Grid. There will be one meter for each Unit provided to serve gas ranges located within the Units. Each unit will be billed directly by the utility company for its usage.

C. Telephone. Telephone service is provided on an individual basis to each Unit by the local phone company who will bill each Unit Owner directly. There will also be a phone line for the monitored fire alarm system and elevators, the cost of which shall be borne by all Unit Owners as a Common Expense.

D. Electricity. Electricity is provided by the Consolidated Edison Company. Each Unit is metered and billed separately. There will also be a separate meter for the Common Elements, for which the electrical services shall be paid by all Unit Owners as a Common Charge.

5. Appliances. As part of the purchase price, Sponsor is providing in each Unit a refrigerator, oven, cooktop, microwave, dishwasher, washer and dryer. Sponsor is not providing blinds or shades to the Units. It will be the responsibility of the Unit Owners to provide them at his or her own cost.

E. LOCATION AND AREA INFORMATION

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

1. Site. The land is known by street addresses as 10 Quincy Street, Brooklyn, New York 11238. The parcel is located in the Clinton Hill section of Brooklyn on tax lot number 1 of tax block 1972. The site is zoned as R6B on Map 16c of the 1961 Zoning Resolution, which permits residential use as a matter of right. Residential zoning districts also permit community facility use.

2. Neighborhood. Clinton Hill is located in the north central section of Brooklyn, bordered by Bedford-Stuyvesant to the east, Brooklyn Heights to the west, and Williamsburg to the north. The neighborhood boasts a mixture of apartment buildings, mansions, brownstones and brick row houses. It also encompasses Pratt Institute and St. Joseph's College. The area is readily accessible via the Brooklyn Queens Expressway.

3. Accessibility. The Condominium is located .23 miles away from the Classon Avenue and Lafayette Avenue NYC MTA subway station which services the G lines. The B48 and B52 New York City Bus Routes run on the surrounding block.

4. Public Services. The nearest police station is the 88th Precinct, located at 298 Classon Avenue, approximately 0.32 mile away. The Fire Department has Battalion 57 Engine 235 located at 206 Monroe Street, approximately 0.5 miles away. The Brooklyn Hospital Center – Downtown Campus is located at 121 Dekalb Avenue, approximately .98 miles away. The City of New York provides street snow removal and road maintenance services.

5. Immediate Area and Surrounding Vicinity. The Building is adjacent to and across the street from multi-occupancy housing. There is also a day care across the street. A medical building is located next to the Property on the other side. Within one (1) mile are public, private and parochial schools serving all grades; over ten (10) religious institutions of different denominations; and more than ten (10) parks. Complete shopping needs and services are also available within a five (5) block radius, including banks, grocery stores, salons and more than ten (10) restaurants and bars.

Sponsor does not have any pending projects in the immediate vicinity or any publicly announced development projects that will be adjacent to or directly across from the Property. Any change in this information that occurs while sales are continuing will be disclosed in an amendment within 30 days.

F. SCHEDULE A
OFFERING PRICES AND RELATED INFORMATION

10 Quincy Street Condominium
10 Quincy Street, Brooklyn, New York

Year Projected: April 1, 2022 - March 31, 2023

Unit No.	Location	Approximate Habitable Area (SF) (1)	Approximate Terrace Area (SF) (1)	No. of Bedrooms/ Bathrooms (1)	Offering Price (2)	Percent Common Interest (3)	Projected Monthly Common Charges (4)	Projected Real Estate Taxes (Monthly) (5)	Projected Real Estate Taxes (Annual) (5)	Projected Monthly Carrying Charges (6)
1A	1st Floor	752	0	1/1	$ 985,000	1.45%	$299.10	$486.96	$5,843.51	$786.06
1B	1st Floor	759	0	1/1	$ 995,000	1.46%	$302.05	$491.76	$5,901.15	$793.81
1C	1st Floor	1193	207	2/2	$ 1,795,000	2.61%	$537.47	$875.04	$10,500.50	$1,412.51
1D	1st Floor	1120	404	2/2	$ 1,625,000	2.54%	$523.37	$852.09	$10,225.09	$1,375.46
1E	1st Floor	1190	422	2/2	$ 1,725,000	2.69%	$554.87	$903.38	$10,840.50	$1,458.25
1F	1st Floor	773	0	1/1	$ 995,000	1.48%	$304.76	$496.17	$5,954.00	$800.92
1G	1st Floor	768	0	1/1	$ 1,025,000	1.49%	$308.34	$502.00	$6,023.96	$810.33
1H	1st Floor	704	0	1/1	$ 975,000	1.40%	$288.06	$468.98	$5,627.72	$757.03
1J	1st Floor	1373	1001	3/2.5	$ 2,300,000	3.66%	$755.77	$1,230.46	$14,765.48	$1,986.23
1K	1st Floor	1284	1504	2/2.5	$ 2,200,000	3.85%	$789.83	$1,292.99	$15,515.89	$2,082.82
2A	2nd Floor	1002	0	2/2	$ 1,395,000	1.99%	$411.08	$669.28	$8,031.30	$1,080.36
2B	2nd Floor	1197	183	2/2	$ 1,595,000	2.45%	$504.74	$821.76	$9,861.11	$1,326.50
2C	2nd Floor	739	233	1/1	$ 975,000	1.58%	$325.98	$530.73	$6,368.75	$856.71
2D	2nd Floor	1300	446	2/2	$ 1,775,000	2.85%	$587.57	$956.60	$11,479.26	$1,544.17
2E	2nd Floor	1209	0	2/2	$ 1,675,000	2.40%	$494.73	$805.46	$9,665.55	$1,300.19
2F	2nd Floor	641	0	1/1	$ 875,000	1.26%	$260.30	$423.79	$5,085.47	$684.09
2G	2nd Floor	1285	118	3/2	$ 1,650,000	2.53%	$521.75	$849.46	$10,193.50	$1,371.21
2H	2nd Floor	986	0	2/2	$ 1,495,000	2.05%	$423.03	$688.72	$8,264.65	$1,111.75
2J	2nd Floor	731	0	1/1	$ 995,000	1.43%	$295.81	$481.60	$5,779.15	$777.40
2K	2nd Floor	1143	0	2/2	$ 1,600,000	2.28%	$470.22	$765.55	$9,186.59	$1,235.77
2L	2nd Floor	1258	155	2/2.5	$ 1,775,000	2.62%	$540.48	$879.94	$10,559.26	$1,420.41
2M	2nd Floor	952	86	2/2	$ 1,350,000	1.97%	$405.80	$660.68	$7,928.18	$1,066.49
3A	3rd Floor	1002	0	2/2	$ 1,425,000	2.01%	$415.64	$676.69	$8,120.31	$1,092.33
3B	3rd Floor	1197	0	2/2	$ 1,625,000	2.35%	$484.91	$789.47	$9,473.70	$1,274.39
3C	3rd Floor	739	0	1/1	$ 995,000	1.44%	$297.97	$485.12	$5,821.50	$783.10
3D	3rd Floor	1300	0	2/2	$ 1,795,000	2.57%	$531.17	$864.79	$10,377.49	$1,395.96
3E	3rd Floor	1209	0	2/2	$ 1,695,000	2.41%	$497.77	$810.41	$9,724.89	$1,308.18
3F	3rd Floor	641	0	1/1	$ 895,000	1.28%	$263.34	$428.73	$5,144.80	$692.07
3G	3rd Floor	1285	0	3/2	$ 1,675,000	2.47%	$509.83	$830.04	$9,960.47	$1,339.87
3H	3rd Floor	986	0	2/2	$ 1,525,000	2.07%	$427.58	$696.14	$8,353.65	$1,123.72
3J	3rd Floor	731	0	1/1	$ 1,015,000	1.45%	$298.84	$486.54	$5,838.48	$785.38
3K	3rd Floor	1143	0	2/2	$ 1,625,000	2.30%	$474.01	$771.73	$9,260.76	$1,245.74
3L	3rd Floor	1258	0	2/2.5	$ 1,795,000	2.53%	$522.86	$851.26	$10,215.07	$1,374.12
3M	3rd Floor	952	0	2/2	$ 1,375,000	1.93%	$398.14	$648.21	$7,778.46	$1,046.35
4A	4th Floor	1002	0	2/2	$ 1,450,000	2.03%	$419.43	$682.87	$8,194.48	$1,102.31
4B	4th Floor	1197	0	2/2	$ 1,650,000	2.37%	$488.71	$795.66	$9,547.87	$1,284.36
4C	4th Floor	739	0	1/1	$ 1,025,000	1.47%	$302.53	$492.54	$5,910.50	$795.07
4D	4th Floor	1300	0	2/2	$ 1,825,000	2.60%	$535.73	$872.21	$10,466.50	$1,407.94
4E	4th Floor	1209	0	2/2	$ 1,725,000	2.44%	$502.32	$817.82	$9,813.89	$1,320.15
4F	4th Floor	641	0	1/1	$ 925,000	1.30%	$267.89	$436.15	$5,233.81	$704.04
4G	4th Floor	1285	0	3/2	$ 1,700,000	2.49%	$513.62	$836.22	$10,034.64	$1,349.84
4H	4th Floor	986	0	2/2	$ 1,550,000	2.09%	$431.38	$702.32	$8,427.82	$1,133.70
4J	4th Floor	731	0	1/1	$ 1,025,000	1.46%	$300.36	$489.01	$5,868.15	$789.37
4K	4th Floor	1143	0	2/2	$ 1,650,000	2.32%	$477.81	$777.91	$9,334.93	$1,255.72
4L	4th Floor	1258	0	2/2.5	$ 1,825,000	2.56%	$527.41	$858.67	$10,304.08	$1,386.09
4M	4th Floor	952	0	2/2	$ 1,395,000	1.94%	$401.18	$653.15	$7,837.80	$1,054.33
C1	Roof	0	135	--	$ 40,000	0.09%	$18.01	$29.32	$351.81	$47.32
C2	Roof	0	137	--	$ 40,000	0.09%	$18.18	$29.61	$355.26	$47.79
C3	Roof	0	138	--	$ 40,000	0.09%	$18.27	$29.75	$356.99	$48.02
C4	Roof	0	145	--	$ 40,000	0.09%	$18.89	$30.76	$369.08	$49.65
C5	Roof	0	162	--	$ 40,000	0.10%	$20.39	$33.20	$398.44	$53.60

Unit No.	Location	Approximate Habitable Area (SF) (1)	Approximate Terrace Area (SF) (1)	No. of Bedrooms/ Bathrooms (1)	Offering Price (2)	Percent Common Interest (3)	Projected Monthly Common Charges (4)	Projected Real Estate Taxes (Monthly) (5)	Projected Real Estate Taxes (Annual) (5)	Projected Monthly Carrying Charges (6)
C6	Roof	0	161	--	$ 40,000	0.10%	$20.31	$33.06	$396.71	$53.36
C7	Roof	0	136	--	$ 40,000	0.09%	$18.10	$29.46	$353.54	$47.56
C8	Roof	0	126	--	$ 40,000	0.08%	$17.21	$28.02	$336.27	$45.23
C9	Roof	0	124	--	$ 40,000	0.08%	$17.04	$27.73	$332.81	$44.77
C10	Roof	0	124	--	$ 40,000	0.08%	$17.04	$27.73	$332.81	$44.77
C11	Roof	0	124	--	$ 40,000	0.08%	$17.04	$27.73	$332.81	$44.77
C12	Roof	0	125	--	$ 40,000	0.08%	$17.12	$27.88	$334.54	$45.00
C13	Roof	0	140	--	$ 40,000	0.09%	$18.45	$30.04	$360.44	$48.49
C14	Roof	0	142	--	$ 40,000	0.09%	$18.63	$30.32	$363.90	$48.95
C15	Roof	0	142	--	$ 40,000	0.09%	$18.63	$30.32	$363.90	$48.95
C16	Roof	0	142	--	$ 40,000	0.09%	$18.63	$30.32	$363.90	$48.95
C17	Roof	0	142	--	$ 40,000	0.09%	$18.63	$30.32	$363.90	$48.95
C18	Roof	0	159	--	$ 40,000	0.10%	$20.13	$32.77	$393.26	$52.90
C19	Roof	0	124	--	$ 40,000	0.08%	$17.04	$27.73	$332.81	$44.77
C20	Roof	0	122	--	$ 40,000	0.08%	$16.86	$27.45	$329.36	$44.30
C21	Roof	0	124	--	$ 40,000	0.08%	$17.04	$27.73	$332.81	$44.77
C22	Roof	0	124	--	$ 40,000	0.08%	$17.04	$27.73	$332.81	$44.77
C23	Roof	0	122	--	$ 40,000	0.08%	$16.86	$27.45	$329.36	$44.30
C24	Roof	0	124	--	$ 40,000	0.08%	$17.04	$27.73	$332.81	$44.77
46 Residential Units and 24 Roof Cabanas For Sale		47239	8003		$67,920,000.00	100%	$20,628.08	$33,591.25	$403,010.00	$54,219.33

Note A: The Building contains Limited Common Elements which are allocated to the Units as indicated below. See Floor Plans.

Unit 1C: 207 SF terrace
Unit 1D: 404 SF terrace
Unit 1E: 422 SF terrace
Unit 1J: 790 SF terrace and one 211 SF parking space
Unit 1K: 659 SF terrace and one 845 SF parking space
Unit 2B: 183 SF terrace
Unit 2C: 233 SF terrace
Unit 2D: 446 SF terrace
Unit 2G: 118 SF terrace
Unit 2L: 155 SF terrace
Unit 2M: 86 SF terrace

Note B: At closing, each purchaser shall deposit an initial capital payment in an amount equal to two months' estimated common charges for the Unit and pay an additional $1,500.00 to defray Sponsor's costs in forming the condominium, as well as Sponsor attorney fees and transfer taxes. See section "Unit Closing Costs and Adjustments."

Note C: The taxes included in the schedule above are based on an uncompleted structure for a portion of the year. As such, taxes will materially increase once the Building is assessed for its post-completion value. The post completion valuation for this Building is projected to be $3,933,333.00 which will result in taxes of approximately $481,243.00 based on a tax rate of 12.235%. See Footnote 5 and "Real Estate Taxes."

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

(1) Any floor plan, sketch or measurements shown to a prospective Purchaser is only an approximation of the dimensions and layout of a Unit, within reasonable tolerances. Accordingly, each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. The number of bedrooms in each Unit is computed in accordance with the standards established by the New York City Building Code. The area calculates the square footage from the outside of the exterior walls to the centerline of the partitions separating one Unit from another Unit or to the non-Unit side of walls separating one Unit from Common Elements. Accordingly, they include the area of the interior walls of the Unit, and the actual livable area of the Units is significantly less than the area set forth in Schedule A. Purchasers will be offered a right of rescission if there is a change in Unit square footage that is materially adverse and must consent to any other material change in square footage of the Unit. 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 a change in a Unit's area of 5% or less is not material. See the Architect's Report in Part II for a more detailed description of the Units and the rooms, including floor plans. Limited Common Element areas will be allocated as follows: 1C, 1D, 1E, 1J, 1K, 2B, 2C, 2D, 2G, 2L and 2M will each be allocated a terrace; 1J and 1K will also each be allocated a parking space.

(2) Prices are negotiable. Sponsor reserves the right to change the offering prices set forth in Schedule A. These offering prices, however, may only be changed by a duly filed amendment to this Plan when the change in price is an across the board increase or decrease affecting one or more lines of Units or is to be advertised or is a price increase for an individual Purchaser. However, the prices for the Units are negotiable and Sponsor may enter into an agreement with a Purchaser to sell one or more Units at prices lower from those set forth in Schedule A. The results of negotiation for one Unit are independent of other negotiations and will not affect other negotiations. See Sections "Changes in Prices and Units" and "Unit Closing Costs and Adjustments" which discloses and explains the Closing costs and adjustments that a Purchaser must pay.

Sponsor reserves the right to negotiate with Purchasers all aspects of the purchase price, including but not limited to: renovations or improvements to the Units, fixtures or equipment contained therein or credits or allowances therefor; amount of Down Payment; terms of financing contingency in the event Sponsor agrees to permit same; extension of period to secure financing; default clause; application of the Interim Lease rental payment towards the purchase price; payment of all or part of purchaser's Closing or financing costs such as Closing costs, attorneys' fees, origination fees, commitment fees and waiver or reduction of the attorney's fees set forth in the offering Plan; and any and all other costs relating to the

cost of acquiring title to the Unit. Further, Sponsor will amend the Plan from time to time in order to add and/or delete negotiable terms.

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

(4) Common Charges have been estimated by Sponsor and include fire insurance for Units and liability insurance for Common Elements, and maintenance and operation of the Common Elements. Common Charges do not include decoration, maintenance or repair to the inside of the Units, electricity, including heating or air conditioning for each Unit or insurance for personal effects. Common Charges have been estimated by Sponsor based on the estimated operating budget annexed as Schedule B and certified by M&T Sales and Design Inc. See Schedule B-1 for individual electricity expenses for the Units.

(5) The real estate tax estimates set forth in Schedule A are based on a letter included in section "Real Estate Taxes" from Sponsor's expert, Metropolitan Realty Exemptions, 381 South 5th Street, Brooklyn, NY 11211 dated January 4, 2022. Sponsor's expert has been involved in the review of property tax assessments in the metropolitan New York City area for over ten (10) years and has filed applications and petitions for reductions in such tax assessments in New York City.

Construction of the project is substantially completed and the first year of operations is projected to begin on April 1, 2022. It is expected the Building will be reassessed for its post-completion valuation in January 2022. Therefore, the projected real estate taxes for the first year of operation contained in Schedule A are based on an assessment of the Building before construction is complete. The amount is calculated based on the initial assessed valuation of $1,375,635 for three (3) months (April through June) and the post construction assessed valuation of $3,933,333 for nine (9) months (July – March) which results in taxes as follows:

'21/'22 Tax Year: ($1,375,635 x .12235) /12 months * 3 months = $ 42,077
'22/'23 Tax Year: ($3,933,333 x .12235) / 12 months * 9 months = $360,933
Total Assessed Valuation 1st Year: $3,293,909
Total Taxes 1st Year: $403,010

Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete.

The assessed valuation for the building after construction is complete is projected to be approximately $3,933,333, resulting in taxes of approximately $481,243 based on a tax rate

of $12.235 per One Hundred Dollars of assessed valuation. See Footnote D to Schedule A for more information regarding the projected assessed valuation after completion of construction.

Estimated real estate tax assessments are determined using various factors including sales price, square footage, location of the Unit, availability of Limited Common Elements and/or access to Common Elements. No assurances can be given that the taxing authorities will assess the Building and allocate the assessments in the same manner and the actual assessments may not be in the same proportion as the Common Interests set forth in Schedule A. It is not possible to accurately determine what the increase in actual assessed valuation will be and it is equally impossible to predict any future increases in real estate tax rates which may affect the amount of tax due on the Property.

After the condominium is divided into individual lots, each unit will be taxed as a separate lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units. See section "Real Estate Taxes" for further details.

As per rules and regulations set by the Department of Finance, a four-story dwelling would be categorized as a tax class 2, which includes rental buildings and new construction condominiums with four (4) or more dwelling units, with a tax rate of 12.235% currently in effect.

Since no mortgage financing is offered by Sponsor, the only deductible item is real estate taxes, which is limited under current law to a total deduction of $10,000.00 for state and local taxes, including property tax. If a Purchaser obtains a mortgage loan, interest on such loan is deductible under current law. The Internal Revenue Code of 1986, as amended, limits the deductions of mortgage interest to mortgages incurred in acquiring, constructing or substantially improving the first and second residences of a taxpayer. The deduction is also limited to interest paid on acquisition indebtedness not to exceed $750,000.00. The projected amount deductible may vary in future years due to changes in the assessed value, the tax rate or in the method of assessing real property which results in a change in real property taxes, or due to changes in interest rates or in the allocation of constant debt service payments to interest and principal, or such other changes as may reasonably be expected to affect deductions.

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

(6) All projected total carrying charges are for the projected first year of operation beginning April 1, 2022. NOTE: Sponsor has not obtained, nor is it offering, financing commitments to purchasers. Therefore, if a purchaser obtains financing, debt service on such financing will be a monthly expense additional to the total charge listed. In addition, prospective Purchasers will be required to pay at Closing, among other things: (i) two (2) months' Common Charges to be used as working capital; (ii) New York City and State transfer taxes; (iii) $1,500.00 to defray Sponsor's costs of creating the Condominium. See section entitled "Closing Costs and Adjustments" below.

H. SCHEDULE B
Budget for First Year of Condominium Operations
THE 10 QUINCY STREET CONDOMINIUM
10 Quincy Street, Brooklyn, New York

Year Projected : April 1, 2022 – March 31, 2023

INCOME:		
Common Charges (1):	$	247,537.00
EXPENSES:		
Salaries & Wages (1):	$	-
Management (1):	$	46,800.00
Service Contracts (3):		
Fire Alarm and Phone Lines	$	4,000.00
Sprinkler System	$	4,000.00
Exterminator	$	2,400.00
Elevator	$	9,600.00
Janitor and Cleaning Services	$	40,000.00
Gas (4):		-
Electricity (5):	$	15,000.00
Franchise taxes (6):	$	1,000.00
Water & sewer (7):	$	45,782.00
Repairs, services & supplies (8):	$	35,000.00
Insurance (9):	$	10,200.00
Legal fees (10):	$	1,500.00
Audit fees (10):	$	2,500.00
Contingency (11):	$	5,000.00
Reserve Fund for Major Repairs (12):	$	24,755.00
	$	**247,537.00**

If the First Closing actually occurs, or is revised by amendment to the Plan to be projected to occur, six (6) months or more from the stated anticipated date of the First Closing, Sponsor will amend the Plan to include a revised budget disclosing updated projections. If such amended projections exceed the original projections by 25% or more, Sponsor will offer all Purchasers the right to rescind their offer to purchase and to have their Down Payments refunded. If such right to rescind is exercised within fifteen (15) days after presentation of the amendment, the Down Payment and unexpended sums for special work ordered will be refunded within ten (10) days of Sponsor's receipt of the notice of rescission. Sponsor may not declare the plan effective where there are any material changes to the budget which have not been disclosed by a duly filed amendment to the offering Plan.

H1. NOTES TO SCHEDULE B

All amounts listed in the budget are projections for the first twelve (12) months of Condominium operation, which shall commence with the First Closing, anticipated to be April 1, 2022 under this plan. The actual first year of condominium operation may begin earlier or later.

Sponsor reserves the right to modify, renew and replace existing service, maintenance, employment concessionaire and other agreements and insurance policies, and to enter into new agreements and policies that will be binding on the Board on the Closing date. Sponsor may not unilaterally change the terms of the offer. Services must remain comparable to what is in the budget. Any such new agreement which has the effect of materially increasing Common Charges or is binding on the Board of Managers will be disclosed by a duly filed amendment to this Plan and Purchaser will be entitled to rescission if there are any material and adverse changes.

Income

1. Common Charges. Based upon the budget, the board shall allocate and assess amongst Unit Owners, pro-rata, in accordance with their respective Common Interests, an annual Common Charge payment, payable in monthly installments (unless otherwise instructed by the Board). The Board has the right to allocate certain items on a special basis which reflects actual benefit and/or use associated with that particular item of expense or exclusive control of the particular Common Elements, pursuant to N.Y. Real Property Law (RPL) Section 339-m (2). The current projected Common Charges are included in Schedule A and are shared proportionately between all Units in accordance with the Unit's percentage of Common Interest.

While Sponsor owns Unsold Units, Sponsor may, in its sole discretion, delay the collection of Common Charges and pay the expenses of the Building instead. During any such delay, Sponsor will timely pay all expenses of the Condominium, including but not limited to, insurance premiums and any reserve fund payments. Such expenses will not include individual Unit Owner expenses such as real estate taxes or utility charges. Upon commencement of collection of Common Charges, there will not be any assessment for any item in the approved budget for the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as required by governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the Notice of Closing and in the post-closing amendment to the offering Plan. Such amendment shall also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges and will disclose such fact in the following amendment to the offering Plan.

Expenses

2. Labor.

A. Employees. The Condominium will not have any employees. Should the Board decide to hire a superintendent in the future, Common Charges would increase approximately $20,000 or 8% to cover the cost of such service based on the prevailing wages. See note 3(E) for the janitorial service line item.

B. Management. On or before the First Closing, Sponsor will enter into a management agreement with a third party, Emerson Property Management LLC, 316A Himrod Street, Suite 2, Brooklyn, NY 11237 ("Managing Agent") to manage the Condominium. The Managing Agent's duties will include, among other things: collecting Common Charges; writing checks; paying bills such as water and sewer charges or insurance premiums; and making arrangements for repairs to the Common Elements, garbage disposal, snow removal, etc. The Managing Agent shall bear the responsibility to assure that all assessments have been paid, that each Unit Owner adheres to the Rules and Regulations of the Declaration & By-Laws and to collect any amounts payable to the Condominium. For further discussion, see the By-Laws and the Addendum to By-Laws in Part II of the offering Plan and the section entitled "Contracts." The annual fee for the Managing Agent will be at prevailing rates, totaling $46,800.00. The Board shall be obligated to reimburse the Managing Agent for expenses incurred and to indemnify the Managing Agent against liability for acts properly performed by it pursuant to the agreement. The agreement will automatically renew each year unless cancelled within sixty (60) days of the expiration of the term. The agreement may be canceled by either party after default on ten (10) days' prior notice. The agreement may be assigned by the Managing Agent to another competent Managing Agent.

The Managing Agent may charge individual Unit Owners or the Board separate fees for additional work requested of Managing Agent by the Unit Owner or Board, as the case may be. See "Contracts" for more information.

3. Service Contracts. Sponsor or the Managing Agent will enter into agreements for specific services to the Building on or before the First Closing. Amounts indicated below are estimates made by M&T Sales and Design Inc., a qualified management expert with an address at 37 Wilder Road, Monsey, New York 10952 based upon their experience of managing similar properties and certain written proposals set forth below. No maintenance or service contracts have been entered into as of the filing date of the Plan.

A. Fire Alarm System – For both the fire alarm system equipment maintenance and fire alarm system monitoring, including the required phone lines, a combined and consolidated contract will be at a charge of $4,000 per year.

B. Sprinkler System – The sprinkler system must be inspected once per month by a Licensed Master Fire Suppression Contractor. Written records of these monthly inspections must also be kept at the Building. Fire Sprinkler monthly inspections and one annual inspection at the Building will cost roughly $4,000 per year.

C. Exterminator - Extermination treatments will be provided to the Building on a monthly basis. The projected cost of this will be $2,400 annually.

D. Elevator System - Under New York City law, it is required that an elevator service contract be maintained. The budgeted amount of $9,600 includes monthly inspections, general maintenance, and one annual CAT 1 & CAT 5 inspection.

E. Janitor and cleaning services: The Managing Agent shall provide for janitorial services to be provided on a twenty-four hour basis in accordance with §27-2053 of New York City Administrative Code and all applicable housing and labor laws. The janitor will be responsible for general upkeep of the common areas, including the garbage chute, cleaning common areas, making of minor repairs, snow removal and refuse removal.

It is expected that the janitorial service will provide on site personnel three times per week and will be available twenty-four hours per day, seven days per week.
The amount budgeted for this item is inclusive of all taxes. The level of staffing set forth above complies with housing and labor and minimum wage laws presently applicable to the Property and meets minimum wage standards. If, however, any of these laws are changed in the future to require additional Building staff or higher wages, the amount allocated for the first year of operation will be greater than that shown above. It is not possible to predict whether any such laws will be changed, or to anticipate the amount of any increase in expense.

4. Gas. There is no gas service to the common areas. The cost of gas to the Units in connection with cooking is separately metered and the charges therefor will be paid directly to the utility company by Unit Owners. A projection is set forth in Schedule B-1, inclusive of consumption, rates, sales tax and a reasonable anticipated increase due to inflation.

5. Electricity. This item includes the cost of electricity servicing the Common Elements only, which includes common stairways, elevator, hallways, mechanical room lights, common air conditioning pumps and common heating. The amount set forth below is based upon a survey and estimate by M&T Sales and Design Inc., a qualified management expert with an address at 37 Wilder Road, Monsey, New York 10952, based on their experience managing buildings of similar size and condition and includes a 10% increase to provide for inflation:

Estimated usage in KWH:	36,590
Cost per KWH:	$0.32
Estimated total annual cost:	$12,879.68

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

6. Franchise Taxes. The budgeted item ($1,000.00) is for annual New York State franchise taxes payable by the Condominium pursuant to section 209.1 of the Tax Law. This figure includes the minimum franchise taxes payable by the Condominium Association to both New York City and New York State taking into account any possible tax increases. The Condominium Association must file annual franchise tax reports for all taxable years that it is subject to tax under Article 9-A.

7. Water and Sewer. The Building will be metered for water and sewer usage by the City of New York Department of Environmental Protection in accordance with current law. The budgeted amount constitutes a projection of the water charges and sewer rents that will be payable with respect to the Units and the Common Elements, based on buildings of similar size and nature by M&T Sales and Design Inc., a qualified management expert with an address at 37 Wilder Road, Monsey, New York 10952. This estimate includes a 10% increase to provide for inflation:

Estimated daily usage = 1,104 cubic feet	Water charge: 3.99 per 100 CF = $3.99/HCF
Estimated annual usage = 402,960 cubic feet	Sewer charge: 159% of water charge = $6.34HCF
Convert to hundred cubic feet (HCF) = 4,029 HCF	Estimated water & sewer rates: $10.33/HCF

Usage		Rate per HCF	Cost
4,029 HCF	x	$10.33/HCF	= $ 45,781.53

8. Repairs and Maintenance; Services and Supplies. This item represents the estimated cost for ordinary maintenance and repairs of the Common Elements, including normal repairs to the interior of the Building, the exterior of the Building (including walls, foundations, windows, doors, and locks), common heating, plumbing and electrical systems, common equipment, and includes various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies), equipment for snow removal (shovels and salt), painting of common areas and administrative expenses and supplies, such as postage, tips, and paper. The projected amount does not include repairs, painting, maintenance, or supplies for the interior of the Units or Limited Common Elements, all of which are the responsibility of the individual Unit Owners. Inasmuch as this is a new construction, repairs and maintenance should be minimal. However, the Sponsor does not warrant that this will be the case and no funds are being provided for future capital improvements. The following is a breakdown of the repairs and maintenance based on the experience of M&T Sales and Design Inc., a qualified management expert with an address at 37 Wilder Road, Monsey, New York 10952, managing buildings of similar size and condition:

Backflow Prevention Testing	$ 800
Gardening and Landscaping	$5,000
Supplies	$4,000

Administrative Expense	$ 1,000
General Repair and Maintenance	$10,000
Garbage Chute Cleaning	$2,200
Video Intercom	$11,000
Sewer Cleaning	$ 1,000
TOTAL:	$35,000

9. Insurance. The insurance premium is based on the letter dated December 2, 2020 by Crown Risk Services, a licensed insurance broker with an address at 432 Rogers Avenue, Brooklyn, NY 11225 setting forth the following coverages:

Items Covered	Coverage Limits
Building Coverage, Replacement Cost	
Special Form All-Risk	$15,000,000
Boiler and Machinery	Included
Building Ordinance, A, B, C	$250,000
Flood	$250,000
Quake	$250,000
Flood and Quake Deductible	$25,000
Comprehensive General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate
Personal and Advertising	$1,000,000
Crime and Fidelity	$25,000
Excess Liability	$5,000,000 per occurrence/ $5,000,000 aggregate
Directors and Officers	$1,000,000
Deductible:	$2,500
Total Premium	$10,200

The total projected premiums for these various coverages are based upon the current replacement cost for the Building (excluding excavation and foundation) estimated by the insurance broker, which, in its opinion, is adequate so that the insured will not be a co-insurer. The insurance coverage will meet the requirements of Sponsor or any mortgage lender procured by Sponsor. The total projected premiums for these various coverages are subject to underwriting review and consideration at the time of placement.

The fire, casualty and general liability insurance will be on terms that provide: (1) that each Unit Owner is an insured party; (2) that there will be no cancellation without notice to the Board

and the Unit Owners; (3) a waiver of subrogation; (4) a waiver of invalidity because of the acts of the insured and Unit Owners; and (5) a waiver of *pro rata* reduction if Unit Owners obtain additional coverage. The Condominium will have public liability insurance at the First Closing. In the event of a loss, the claim is made payable to the named insured (the Board).

In order to safeguard the investment of its Unit Owners in the event of a substantial or total destruction of the Building, the Board should periodically review the amount of casualty insurance for the Building to ensure that the amount of coverage equals the Building's then replacement cost.

The coverage provided under the master policy listed above will cover the structure of the Building, the fixtures and furnishings in Common Element areas and any other personal property owned by the Condominium. The following coverages are not included in the premium and may be available at extra cost: construction and demolition; rent insurance in an amount equal to the Common Charges for one (1) year; workers' compensation and New York State disability benefits insurance (should the Board hire employees); hazard insurance; elevator collision.

This coverage does not include claims for damage to interior of Units. As such, Unit Owners must obtain an HO6 insurance policy, effective as of the date of Closing, to cover fire or casualty losses to the interior of his or her Unit. The coverage under the master policy further excludes personal injury or property damage resulting from occurrences in a Unit, and coverage of the furniture or personal property of Unit Owners. Therefore, each Unit Owner shall also consider the desirability to obtain additional insurance at his or her own cost covering among other items: (i) any replacements, additions, upgraded fixtures and improvements within their Unit; (ii) personal property; and (iii) liability for personal injury as a result of occurrences in the individual Unit.

10. Professional Fees.

A. Accounting Fees. A portion ($2,500) of the budgeted item will be used for auditing fees in connection with the preparation of the Condominium's first year's audited financial statements and its Franchise tax returns, and its Federal, State and City income tax returns. The estimate for accounting fees is based on a letter from A. Kahan, C.P.A., 266 Broadway, Suite 502, Brooklyn, New York 11211.

C. Legal Fees. An allowance ($1,500.00) is provided for miscellaneous (but not major) legal services, in the event the Board decides to engage an attorney for services which might include counseling on Board rights or overseeing unit owners' meetings. There is no attorney on retainer, and the Board may choose an attorney when needed.

11. Contingency Fund. This item is to provide for any unexpected expense or shortfall in common charges and may be used at the Board's discretion.

12. Reserve Fund for Major Repairs. This item is to provide for major capital expenses, which is the maintenance, improvement or replacement of any aspect of the property that will either

enhance the overall value of the property, adapt it to new uses, or increase its useful life. Examples of a major repair or major capital expense are replacement of the roof or the windows, etc. The basis of the figure projected for this item is greater than ten percent (10%) of the Common Charges. At this time, Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of Condominium operation. In the event there is a need for major capital expenditure in excess of the funds available from the reserve fund, the Condominium Board will assess a charge to each Unit Owner in accordance with its percentage of Common Interest. The Reserve Fund for Major Repairs may not be used to reduce projected Common Charges.

In the opinion of M&T Sales and Design Inc., a qualified management expert with an address at 37 Wilder Road, Monsey, New York 10952, the projected receipts are adequate to meet the estimated expenses for the Condominium's first year of operation, assuming such first year to be the fiscal year commencing April 1, 2022. The foregoing schedule, however, is not intended and should not be taken as a guarantee by anyone that the annual Common Charges or expenses for the first year of operation or any subsequent year of operation will be as set forth in said schedule. It is likely that the actual annual Common Charges or expenses will vary from the amounts shown in the schedule.

Sponsor expects the First Closing to occur by April 1, 2022. Purchasers will be offered a right of rescission if: (i) the actual date of the First Closing; or (ii) the projected date of the First Closing occurs later than March 31, 2023, which is twelve months after the currently projected date for the First Closing. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than 12 months beyond that amended, later date.

However, even if the First Closing occurs before April 1, 2022 (or such other date as may be projected at the time the Purchase Agreement is entered into), or within the twelve months thereafter, the Sponsor may schedule the Closings to other units significantly later than such date. Unless your Purchase Agreement contains an outside Closing date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, the Sponsor cannot convey title to the Unit on or before twelve (12) months from the date of the Purchase Agreement or the commencement date of the projected budget in place at the time the Purchase Agreement is signed, whichever is later affected Purchasers will be offered a right of rescission.

I. SCHEDULE B1

ENERGY COSTS FOR UNITS DURING
FIRST YEAR OF CONDOMINIUM OPERATION
10 Quincy Street, Brooklyn, New York
For the Year April 1, 2022 – March 31, 2023

Unit	Estimated Electric Usage (KWH)	Estimated Cost per KWH	Estimated Electric Cost (Mo.)	Estimated Electric Cost (Yr.)	Estimated Gas Usage (therms)	Estimated Cost per therm	Estimated Gas Cost (Mo.)	Gas Cost (Yr.)
1A	6,450	$ 0.32	$ 172.00	$ 2,064.00	190	$ 1.91	$ 33.27	$ 399.19
1B	6,650	$ 0.32	$ 177.33	$ 2,128.00	190	$ 1.91	$ 33.27	$ 399.19
1C	12,050	$ 0.32	$ 321.33	$ 3,856.00	190	$ 1.91	$ 33.27	$ 399.19
1D	13,250	$ 0.32	$ 353.33	$ 4,240.00	190	$ 1.91	$ 33.27	$ 399.19
1E	13,850	$ 0.32	$ 369.33	$ 4,432.00	190	$ 1.91	$ 33.27	$ 399.19
1F	6,650	$ 0.32	$ 177.33	$ 2,128.00	190	$ 1.91	$ 33.27	$ 399.19
1G	6,650	$ 0.32	$ 177.33	$ 2,128.00	190	$ 1.91	$ 33.27	$ 399.19
1H	6,050	$ 0.32	$ 161.33	$ 1,936.00	190	$ 1.91	$ 33.27	$ 399.19
1J	20,450	$ 0.32	$ 545.33	$ 6,544.00	190	$ 1.91	$ 33.27	$ 399.19
1K	24,050	$ 0.32	$ 641.33	$ 7,696.00	190	$ 1.91	$ 33.27	$ 399.19
2A	8,650	$ 0.32	$ 230.67	$ 2,768.00	190	$ 1.91	$ 33.27	$ 399.19
2B	10,450	$ 0.32	$ 278.67	$ 3,344.00	190	$ 1.91	$ 33.27	$ 399.19
2C	6,450	$ 0.32	$ 172.00	$ 2,064.00	190	$ 1.91	$ 33.27	$ 399.19
2D	11,250	$ 0.32	$ 300.00	$ 3,600.00	190	$ 1.91	$ 33.27	$ 399.19
2E	10,450	$ 0.32	$ 278.67	$ 3,344.00	190	$ 1.91	$ 33.27	$ 399.19
2F	5,650	$ 0.32	$ 150.67	$ 1,808.00	190	$ 1.91	$ 33.27	$ 399.19
2G	11,050	$ 0.32	$ 294.67	$ 3,536.00	190	$ 1.91	$ 33.27	$ 399.19
2H	8,450	$ 0.32	$ 225.33	$ 2,704.00	190	$ 1.91	$ 33.27	$ 399.19
2J	6,250	$ 0.32	$ 166.67	$ 2,000.00	190	$ 1.91	$ 33.27	$ 399.19
2K	9,850	$ 0.32	$ 262.67	$ 3,152.00	190	$ 1.91	$ 33.27	$ 399.19
2L	10,850	$ 0.32	$ 289.33	$ 3,472.00	190	$ 1.91	$ 33.27	$ 399.19
2M	8,250	$ 0.32	$ 220.00	$ 2,640.00	190	$ 1.91	$ 33.27	$ 399.19
3A	8,650	$ 0.32	$ 230.67	$ 2,768.00	190	$ 1.91	$ 33.27	$ 399.19
3B	10,450	$ 0.32	$ 278.67	$ 3,344.00	190	$ 1.91	$ 33.27	$ 399.19
3C	6,450	$ 0.32	$ 172.00	$ 2,064.00	190	$ 1.91	$ 33.27	$ 399.19
3D	11,250	$ 0.32	$ 300.00	$ 3,600.00	190	$ 1.91	$ 33.27	$ 399.19
3E	10,450	$ 0.32	$ 278.67	$ 3,344.00	190	$ 1.91	$ 33.27	$ 399.19

3F	5,650	$ 0.32	$ 150.67	$ 1,808.00	190	$ 1.91	$ 33.27	$ 399.19
3G	11,050	$ 0.32	$ 294.67	$ 3,536.00	190	$ 1.91	$ 33.27	$ 399.19
3H	8,450	$ 0.32	$ 225.33	$ 2,704.00	190	$ 1.91	$ 33.27	$ 399.19
3J	6,250	$ 0.32	$ 166.67	$ 2,000.00	190	$ 1.91	$ 33.27	$ 399.19
3K	9,850	$ 0.32	$ 262.67	$ 3,152.00	190	$ 1.91	$ 33.27	$ 399.19
3L	10,850	$ 0.32	$ 289.33	$ 3,472.00	190	$ 1.91	$ 33.27	$ 399.19
3M	8,250	$ 0.32	$ 220.00	$ 2,640.00	190	$ 1.91	$ 33.27	$ 399.19
4A	8,650	$ 0.32	$ 230.67	$ 2,768.00	190	$ 1.91	$ 33.27	$ 399.19
4B	10,450	$ 0.32	$ 278.67	$ 3,344.00	190	$ 1.91	$ 33.27	$ 399.19
4C	6,450	$ 0.32	$ 172.00	$ 2,064.00	190	$ 1.91	$ 33.27	$ 399.19
4D	11,250	$ 0.32	$ 300.00	$ 3,600.00	190	$ 1.91	$ 33.27	$ 399.19
4E	10,450	$ 0.32	$ 278.67	$ 3,344.00	190	$ 1.91	$ 33.27	$ 399.19
4F	5,650	$ 0.32	$ 150.67	$ 1,808.00	190	$ 1.91	$ 33.27	$ 399.19
4G	11,050	$ 0.32	$ 294.67	$ 3,536.00	190	$ 1.91	$ 33.27	$ 399.19
4H	8,450	$ 0.32	$ 225.33	$ 2,704.00	190	$ 1.91	$ 33.27	$ 399.19
4J	6,250	$ 0.32	$ 166.67	$ 2,000.00	190	$ 1.91	$ 33.27	$ 399.19
4K	9,850	$ 0.32	$ 262.67	$ 3,152.00	190	$ 1.91	$ 33.27	$ 399.19
4L	10,850	$ 0.32	$ 289.33	$ 3,472.00	190	$ 1.91	$ 33.27	$ 399.19
4M	8,250	$ 0.32	$ 220.00	$ 2,640.00	190	$ 1.91	$ 33.27	$ 399.19

NOTES TO SCHEDULE B-1

1. Each Unit Owner will be responsible for the cost of electricity service supplied to his Unit. The Building contains electric meters for each of the Units and one electric meter for the Common Elements (common electric charges are set forth in Schedule B). There is one gas meter for each Unit in connection with cooking. There is no common gas service.

2. The above information is based upon a survey and estimate based on buildings of similar size and nature provided by M&T Sales and Design Inc., a qualified management expert with an address at 37 Wilder Road, Monsey, New York 10952. The Building uses electricity for all power needs except kitchen ranges. Electricity costs are roughly based on size of the Units. The yearly electricity costs for Unit 3H for example, are estimated based on current Con Edison rates of $0.32 per KWH and projected usage of 8,450 KWH per year, for approximately $2,704.00, including taxes and a 10% increase. This assumes thermostat settings of 70 degrees for 16 hours (day) and 60 degrees for 8 hours (night). The other Units have been calculated accordingly. Gas service is used for cooking only and is roughly equal for all units which all have 1 kitchen range. It is estimated the usage would be approximately 190 therms for an annual cost of $399.19, which includes taxes and a 10% increase.

3. The estimated costs are subject to change based on changes in Con Edison and National Grid delivery rates.

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

JEFFREY ZWICK
& ASSOCIATES, P.C.
ATTORNEYS AT LAW
266 Broadway, Suite 403, Brooklyn, New York 11211
T (718) 513-2050 F (718) 513-2060

Jeffrey Zwick
jeffrey@jzlegal.com

Daniel Cohen
daniel@jzlegal.com

Hillel Lazarus
hillel@jzlegal.com

Danielle Pistola
danielle@jzlegal.com

Benjamin J. Stanger
ben@jzlegal.com

Bathsheba Hersko
beth@jzlegal.com

Ilan Lerman
ilan@jzlegal.com

David Hager
dhager@jzlegal.com

Abraham Kornbluth
abraham@jzlegal.com

Jacob Lebovics
jacob@jzlegal.com

Anne M. Blumenfrucht
miriam@jzlegal.com

J. COMPLIANCE WITH REAL PROPERTY LAW § 339-i

January 3, 2022

Re: 10 Quincy Street, Brooklyn, New York
Condominium Offering Plan
Compliance with Real Property Law § 339-i

To Whom It May Concern:

I am the attorney representing the Sponsor of this offering Plan. I am not the Selling Agent or Managing Agent for this Property. I have been involved in the initial phases of development and in the preparation of many condominium offering plans in New York City. I have advised developers and sponsors as to the allocation of common interests of condominiums as it relates to the value of such units. This opinion is based on my experience with the foregoing.

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

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

The percentages of interest in the Common Elements in this Condominium have been allocated to the Units in accordance with the above factors in compliance with Real Property Law Section 339-i(1)(iv). They were allocated in this manner as each Unit is unique based on its location in the Building.

Very truly yours,
Jeffrey Zwick & Associates, PC
By: _____
Danielle Pistola Sidiropoulos

K. CHANGES IN PRICES AND UNITS

1. Changes in Offering Price

The offering prices set forth in Schedule A may be changed by Sponsor from time to time, in Sponsor's sole discretion subject to this Section and all applicable requirements under 13 N.Y.C.R.R § 20.3(k). The offering prices: may be changed both prior and subsequent to the date of the First Closing; may be increased or decreased; may be changed on one Unit or on a line of Units.

The offering prices set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change in price is: (i) an across-the-board increase or decrease affecting one (1) or more lines of Units; (ii) is to be advertised; or (iii) is a price increase for an individual Purchaser. In all other cases, the prices for the Units are negotiable and Sponsor may enter into an agreement with a Purchaser to sell one or more Units at prices lower from those set forth in Schedule A without filing an amendment.

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

2. Offering Prices and Price-Related Terms are Negotiable

Offering Prices and price related terms are negotiable on an individual basis, except Sponsor may not change the escrow provisions of the Purchase Agreement or any other provision in violation of Article 23-A of the General Business Law or Part 20 of the regulations issued by the Department of Law. In addition, Sponsor may not modify a Purchase Agreement to waive Sponsor's obligations or representations in the Plan or to reduce or abridge any rights Purchasers may have under Article 23-A.

The results of negotiation for one Unit are independent of other negotiations and will not affect other negotiations. Sponsor reserves the right to negotiate with Purchasers all aspects of the purchase price, including but not limited to: renovations or improvements to the Units or the fixtures or equipment contained therein or credits or allowances therefor; amount of Down Payment; terms of financing contingency in the event Sponsor agrees to permit same; extension of period to secure financing; default clause; application of the Interim Lease rental payment towards the purchase price; payment of all or part of Purchaser's Closing costs such as the waiver or reduction of the attorney's fees set forth in the offering Plan; and any and all other fees relating to the cost of acquiring title to the Unit within Sponsor's control. Further, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms.

3. Changes in Size, Layout and Number of Units

A. In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective Purchasers, or for any other reason, Sponsor reserves the right from time to time, both before and after the First Closing to make the following changes to Units:

(i) to subdivide the Unit and establish new boundary walls separating the new Units established;

(ii) to combine all or portions of the or more Units and to incorporate walls, floors, ceilings, and/or other portions of the Common Elements or to establish new boundary walls, floors, ceiling and/or other portions of the Common Elements;

(iii) to raze, move and relocate the boundary walls, floors and/or ceilings of the Unit to incorporate a portion of the Common Elements;

(iv) to alter the Unit including changing the number of rooms and bathrooms or the layout and configuration of the Unit;

(v) to change the description of portions of the Unit and the affected Common Elements involved in a Unit change so that such applicable portions of the Common Elements become part of the Unit and/or portions of the Unit become Common Elements.

B. All Unit changes listed above may be made by Sponsor from time to time, both before and after the First Closing, and without the consent or approval of the Selling Agent, Managing Agent, Board, any Unit Owner, or any mortgagee, so long as such changes do not compromise the structural integrity of the Building. However, Sponsor shall first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by law. All Unit changes made by Sponsor must comply with the following:

(i) No change will be made in the size or number of Units and/or their respective percentages of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan, and, when applicable, to the Declaration. As more particularly provided in the Declaration, Sponsor or its designee, as the owner of Unsold Units, will have the right itself to so amend the Declaration to effectuate any such change to the Unsold Units without the Board, the other Unit Owners, or any mortgagee consenting to, or executing, such amendment provided that all required consents, if applicable, as described in clauses (ii) and (iii) below, and elsewhere in the Plan, have first been obtained.

(ii) 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 Sponsor for that Unit and the Purchaser is not in default.

(iii) 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.

L. INTERIM LEASES TO PURCHASERS

1. Sponsor's Option to Rent to Purchaser. Sponsor has the exclusive option to enter into a lease with the Purchaser of a Unit to allow the Purchaser to occupy the Unit for the interim period between the Purchase Agreement signing and the Closing to that Unit (provided there is a temporary or final certificate of occupancy for the Building) both before and after consummation of the offering. In the absence of such Interim Lease, no purchaser shall have the right to occupy, use, decorate, alter or store belongings in the Unit purchased by him prior to the Closing.

2. No Rent Laws Applicable. These Units are not subject to rent stabilization or rent protection laws. As a result, if an Interim Lease for a Unit is signed, the rent will not be subject to any rent limitations or laws regulating rents and shall be a free-market, unregulated use and occupancy fee as determined by Sponsor in its sole discretion. Sponsor and its agents shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or any other grounds prohibited by law.

3. Lease Form. The Interim Lease shall be prepared substantially in accordance with the form set forth as Document No. 9 in Part II of the Plan, which is applicable to Units not under any rental protection laws. The term of such Interim Lease shall be subject to negotiation. In the event of any inconsistencies between the Interim Lease and the Plan, the Plan shall govern. If Sponsor elects to lease a Unit pursuant to this section, the Interim Lease will be for such rent and other terms as may be mutually agreed upon. Any dispute under the lease shall seek to be settled by arbitration in accordance with article 10 of the Bylaws.

4. Cross-Default Provisions. Such Interim Lease will provide that an uncured default by the Purchaser under his Purchase Agreement will automatically constitute a default under the Interim Lease and Purchaser shall have only the grace period stated under the Purchase Agreement to cure the default under both instruments. Sponsor must make a written demand to cure after default at least 30 days before forfeiture of the Down Payment may be declared. If the default under the Purchase Agreement is not timely remedied and the Purchase Agreement is cancelled, the Interim Lease shall simultaneously be cancelled.

The Purchase Agreement contains a similar cross-default provision entitling the Sponsor to cancel the Purchase Agreement in the event the Purchaser fails to cure a default under his Interim Lease within the applicable grace period (if any). Before Sponsor may utilize the default under the Interim Lease to declare a 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 Interim Lessee unless the Interim Lessee has vacated the Unit. Effective on the date such order of eviction is issued or the Unit is vacated (as applicable), the Purchase Agreement will be cancelled and Sponsor shall be entitled to receive and retain Purchaser's Down Payment and any earned interest thereon (if any) without giving the Interim Lessee/Purchaser any further grace period to cure the default under the Purchase Agreement.

5. 30 Days to Vacate. If the Purchase Agreement is cancelled based on an uncured default of Purchaser; Sponsor's election to abandon or withdraw the Plan; or the exercise of a right of rescission under the Purchase Agreement, the Plan, or an amendment, the Interim Lessee will have thirty (30) days to vacate and surrender vacant possession of the Unit, free of all occupants, furniture, furnishings, household items and personal belongings, broom clean and in the same condition as existed at the start of the Interim Lease (reasonable wear and tear expected). Said 30 day period shall begin to run on the date of the cancellation or rescission of the Purchase Agreement. Time is of the Essence to surrender vacant possession of the Unit within the 30 day period. Failure to surrender vacant possession by the deadline shall result in Purchaser's liability for all costs and expenses incurred by Sponsor for the delay and to recover vacant possession including, but not limited to, reasonable legal lees (if Sponsor is the prevailing party) and disbursements; court costs and litigation expenses; carrying costs of the Unit; per diem interest on the Unit's purchase price at the rate of 10% per annum. The amount of interest charged will not exceed NYS usury or other applicable laws. Sponsor reserves the right to retain said fees, if applicable, from the Down Payment.

6. Rent Security Deposit. If Purchaser is or hereafter becomes a tenant of the Unit pursuant to an Interim Lease, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser, together with any interest earned thereon, within thirty (30) days following the Closing, provided Purchaser is not in default under Purchaser's lease or tenancy obligations. If the Unit is occupied by someone other than Purchaser, then the unapplied security deposit (if any) of the tenant or occupant will be transferred at Closing to Purchaser, who will, upon receipt, sign and deliver to Sponsor an agreement acknowledging the amount received, indemnifying Sponsor from all liability in connection therewith and agreeing to hold such security deposit in trust and to deposit same in an interest bearing bank account pursuant to the provisions of Section 7-103 of the New York General Obligations Law (such agreement to be in form and substance satisfactory to Sponsor). In either event, Sponsor will have the right to deduct from any tenant's security deposit the amount of any rent arrearage owing to Sponsor and to bring an action against the tenant to the extent such rent security is insufficient.

7. Risk of Loss. Sponsor assumes the risk of loss from fire or other casualty until the Purchaser assumes such risk by taking possession of the Unit. If the Purchaser becomes the tenant or actually occupies the Unit before the Closing, he cannot ensure the Unit since there is no ownership interest. ACCORDINGLY, IF THE PURCHASER BECOMES THE TENANT OR ACTUALLY OCCUPIES THE UNIT BEFORE THE CLOSING AND, BEFORE SUCH CLOSING, THE UNIT IS DAMAGED BY CASUALTY OR OTHERWISE, SUCH PURCHASER SHALL ASSUME THE RISK OF LOSS AND THE OBLIGATION TO REPAIR THE DAMAGE IN EXCESS OF INSURANCE PROCEEDS AVAILABLE TO THE SPONSOR PRIOR TO THE FIRST CLOSING, AND TO THE BOARD THEREAFTER, UNLESS THE CAUSE THEREOF ORIGINATED OUTSIDE OF THE UNIT AND DID NOT RESULT FROM THE ACTS OF SUCH PURCHASER OR OTHER OCCUPANTS OF THE UNIT OR SUCH PURCHASER'S

GUESTS, INVITEES, OR WORKMEN. Purchaser should consult with an insurance adviser regarding insurance for the Unit.

In addition, Purchaser as Interim Lessee shall be solely responsible for any damage to, or loss or other condition in the Unit not covered by insurance resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its installations. However, until Closing, Sponsor will remain responsible to make those repairs required of it as a landlord.

8. Smoking Policy. Smoking and/or use of electronic cigarettes is prohibited in all indoor and outdoor Common Element areas on the property including in front of the Building. This policy shall apply to all Unit Owners and tenants and their respective invitees as well as other persons on the premises.

M. PROCEDURE TO PURCHASE

This section describes the procedure to purchase a Unit and the essential terms of the Purchase Agreement, which is reproduced in full as Document Number 2 in Part II of the Plan. The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and should be read carefully by the prospective Purchaser and his or her legal or financial representative before being executed.

1. Procedure to Purchase. Purchasers shall have at least three (3) business days to review the Plan and all duly filed amendments prior to executing a Purchase Agreement.

A. Purchase Documents. A person desiring to purchase a Unit will be required to execute, in triplicate, a Purchase Agreement in the form set forth as Document 2 in Part II of the Plan. Purchaser must also deliver the IRS Form W-8 (for foreign entities or non-resident aliens) or W-9 (for US Citizens or resident aliens). All of the above documents must be sent via overnight delivery with tracking services to Sponsor's attorney's office. Purchasers should note that the Unit Deed and other Closing documents must match exactly the name or names of the Purchaser as signed on the Purchase Agreement. If legal ownership is to be in the name of two (2) individuals (e.g., husband and wife), both must sign the Purchase Agreement and provide a W9 form.

B. Down Payment. Together with the above documents, Purchasers must pay a sum equal to 10% of the purchase price, subject to negotiation. Said funds should be payable to "Jeffrey Zwick & Associates, P.C. Attorney Escrow Account" and can be sent via overnight delivery with tracking services to Sponsor's attorney's office. The Down Payment can also be wired to the Sponsor's attorney upon request.

C. Countersigned Purchase Agreement. A Purchase Agreement submitted by any prospective Purchaser will not be binding on Sponsor until a fully executed duplicate of such Purchase Agreement is returned to such prospective Purchaser. Within five (5) business days after Purchaser delivers an executed Purchase Agreement together with the required Down Payment, Sponsor will either accept the Purchase Agreement and return a fully executed counterpart to the Purchaser, or if not returned within such time, the Purchase Agreement will be deemed rejected and all monies submitted with such Purchase Agreement will be returned to such prospective Purchaser, with interest, if any within ten (10) business days thereafter. Sponsor may reject any Purchase Agreement without cause or explanation so long as such rejection is not based upon race, creed, color, national origin, ancestry, sex, or any other ground prohibited by law.

D. Notice of Closing. Each Purchaser will receive written notice of the date of the Closing, containing the time and place (in The City of New York) for the transfer of title to such Unit after the last of the following events to occur: (a) temporary or final certificate of occupancy covering the building in which the Unit is located is issued; (b) plan is declared effective; (c) Declaration is recorded. The Notice of Closing will be served in compliance with the Purchase

Agreement no less than thirty (30) days before the date set for the Closing of the Unit. Time is of the Essence as to Purchaser's obligations to Close on said date. Time of the Essence shall mean that Purchaser must close by the date indicated on the Notice of Closing or else forfeit his Down Payment. Purchaser, at his option, may waive the thirty (30) day notice provision as provided in the Purchase Agreement.

If the First Closing takes place prior to the issuance of a FCO for the Building, Sponsor will maintain all Down Payments and other funds tendered for special work ordered in the Escrow Account as required by GBL Section 352-e(2)(b) unless Sponsor's engineer, architect or other expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a FCO, in which case the sum exceeding the amount so certified by Sponsor's engineer or architect may be released from the Escrow Account. Alternatively, the Sponsor must deposit with the Escrow Agent an unconditional, irrevocable letter of credit or post a surety bond in the amount so certified after the Department of Law approves Sponsor's request to use alternate forms of security in lieu of escrowed funds.

E. Title Closing. At the Closing, such Purchaser shall pay the Balance stated in the Purchase Agreement by official cashier's check drawn on a New York bank, a member of the New York Clearing House Association. Purchaser will also be responsible for payment of other fees and costs described in detail in Section "Unit Closing Costs and Adjustments." A Purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal and origination fees (if any). It is possible that a Purchaser's financing commitment may expire prior to the Closing and Purchaser will incur additional fees and costs.

The Financial Crimes Enforcement Network ("FinCEN") has issued a Geographic Targeting Order ("GTO") most recently updated in May 2021, which requires US title insurance companies to report the personal identity of purchasers in certain residential real estate transactions in all New York City boroughs which meet the following criteria: (a) purchaser is a legal entity as defined in the GTO; (b) total purchase price is in excess of $300,000.00; (c) purchase is made without a bank loan or other similar form of external financing; and (d) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, virtual currency or a funds transfer. As long as the GTO remains in effect, its reporting requirements apply to all residential real property closings meeting the above criteria.

In addition, at Closing, Purchaser shall execute a Unit Owner's Power of Attorney. This document allows the Board to acquire a Unit from an individual Unit Owner if such Unit Owner sells the Unit to the Board, or in a foreclosure sale, and enables the Board to sign documents and act on the Unit Owners' behalf in connection with the maintenance and operation of the Condominium and Common Elements, including the filing of amendments to the Condominium Documents. Every Purchaser is required to sign a Power of Attorney to the Board of Managers at the Closing. Failure to sign a Unit Owner's Power of Attorney at Closing will result in immediate

cancellation of the Purchase Agreement and forfeiture of the Purchaser's Down Payment. Purchaser will obtain title via a bargain and sale deed with covenants against grantors act. See Document 5 in Part II of this offering Plan for the form deed to be issued.

F. Estimate of Commencement. Sponsor anticipates the First Closing to occur by approximately April 1, 2022. Purchasers will be offered a right of rescission if: (i) the actual date of the First Closing; or (ii) the projected date of the First Closing occurs later March 31, 2023, which is twelve months after the currently projected date for the First Closing. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than 12 months beyond that amended, later date.

However, Purchasers should note that even if the First Closing occurs on or before April 1, 2022, (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into) or within the twelve-month period thereafter, Sponsor may schedule the Closings of Title to other Units significantly later than such date. Unless your Purchase Agreement contains an outside Closing date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that the Closing of your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, the Sponsor cannot convey title to the Unit on or before a date which is twelve (12) months from the date of the Purchase Agreement or the date of the projected budget at the time the Purchase Agreement was entered into, whichever is later, affected Purchasers will be offered a right of rescission.

If the First Closing actually occurs, or is revised by amendment to the Plan to be projected to occur, six (6) months or more from the stated anticipated date of the First Closing, Sponsor will amend the Plan to include a revised budget disclosing current projections. If such amended projections exceed the original projections by 25% or more, Sponsor will offer all Purchasers the right to rescind their offer to purchase and to have their Down Payment s refunded. If such right to rescind is exercised within fifteen (15) days after presentation of the amendment, the Down Payment and unexpended sums for special work ordered will be refunded within ten (10) days of Sponsor's receipt of the notice of rescission. Sponsor may not declare the Plan effective where there are material changes to the budget which have not been disclosed by a duly filed amendment to the offering Plan.

Terms of Purchase Agreement. The following is a summary of certain material provisions of the Purchase Agreement but is not intended as a complete statement of these or other important provisions of the same. Reference should be made to the form of Purchase Agreement set forth as Document No. 2 of the Plan for the complete terms of these and other material provisions. All representations set forth in the offering Plan, all obligations pursuant to the GBL, and such additional obligations under the offering Plan which are to be performed subsequent to the Closing date shall survive delivery of the deed. However, no provisions of the Purchase Agreement shall

survive the delivery of the deed, except those obligations expressly stated therein or to be performed subsequent to the Closing or set forth under all applicable laws.

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

A. Incorporation of the Plan. The Plan (including without limitation the Condominium Documents contained in Part II of the Plan) and any amendments thereto duly filed by Sponsor are incorporated into each Purchase Agreement by reference. The execution and submission of a Purchase Agreement constitutes Purchaser's acceptance of the Plan (Parts I and II) and his agreement to abide and be bound by the terms of same, as well as all amendments to the Plan duly filed by Sponsor. No Purchaser shall have the right to approve or consent to any such duly filed amendments, including, without limitation, any changes, modifications, or updating of the estimated Common Charges or estimated real estate taxes or assessments to be paid by Purchaser and no such duly filed amendment will excuse a Purchaser from performing his obligations under a Purchase Agreement or entitle such Purchaser to any credit or offset against the purchase price set forth therein.

However, if an amendment is submitted after a Purchase Agreement has been executed, Purchaser may be entitled to consent rights and if the amendment materially adversely affects the rights or status of then-existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements by notifying Sponsor within not less than fifteen (15) days of the presentation of such amendment and will receive a refund of their Down Payment and unexpended sums for special work ordered, with interest, if any, within ten (10) business days after Sponsor's receipt of Purchaser's election to rescind. Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. The parties may be required to sign a general release to that effect. Notwithstanding the foregoing, Sponsor may not declare the plan effective where there are material changes to the budget which have not been disclosed in a duly filed amendment to the offering Plan.

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

have been placed. Funds may be released (a) pursuant to the terms and conditions set forth in the Purchase Agreement upon Closing of Title to the Unit; or (b) in a subsequent writing signed by both Sponsor and Purchaser; or (c) by a final, non-appealable order or judgment of a court.

All funds received by Sponsor for upgrades or extras must initially be placed in the Escrow Account. However, Purchasers should note that such funds may be released from the Escrow Account by the Escrow Agent as long as Sponsor uses the funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras unless Sponsor abandons the Plan, in which case Purchaser will receive a refund of the entire Down Payment plus all other sums tendered.

C. Secured Loan Condition Rider. The Purchase Agreement is not conditioned on Purchaser obtaining financing. Any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose his entire Down Payment if unable to raise the funds for the Balance. Prospective Purchasers who will need financing to purchase are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by Sponsor as to the availability or cost of such financing.

However, Sponsor may, in its sole discretion, approve a mortgage contingency request if Purchaser presents a pre-qualification letter from Sponsor's Preferred Lender, Wells Fargo, prior to signing a Purchase Agreement. If Sponsor consents to permit a mortgage contingency, the Purchaser may condition his Purchase Agreement upon obtaining a loan from any Institutional Lender doing business in New York of not more than 80% of the sales price, or such other amount as to which the parties may agree, and the Purchase Agreement will be modified by appending to same the Secured Loan Condition Rider set forth as Exhibit B to the Purchase Agreement in Part II of this Plan (the terms of which are also set forth below). Purchasers should note that the financing commitment may expire or that the terms of the commitment may change prior to the Closing. The following are the terms of the Secured Loan Condition Rider:

(i) Contingency Period and Terms of Loan. The obligations of Purchaser hereunder are conditioned upon issuance on a date which is on or before forty-five (45) days from date the Purchaser receives an executed Purchase Agreement ("Mortgage Contingency Expiration Date"), of a written commitment from Sponsor's Preferred Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of an amount equal to 80% of the purchase price or such lesser sum as Purchaser shall be willing to accept, or such other sum as to which the parties may agree, at prevailing interest rates for a term of at least thirty (30) years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender.

(ii) Application Procedure. Within two (2) weeks of receipt of the fully executed Purchase Agreement, Purchaser must make a mortgage application. Within seven (7)

business days thereafter, Purchaser must provide Seller and/or Seller's attorney with the name and address of the bank or mortgage broker to which application has been made. Purchaser shall authorize the mortgage broker or lending institution to talk directly to Seller's attorney regarding the status of the mortgage application. Failure to send such notice, after receiving written notice from the Seller, will be considered to be a waiver of the mortgage contingency.

(iii) Purchaser's Responsibilities. Upon making an application pursuant to this section, Purchaser shall: (1) furnish accurate and complete information regarding Purchaser and Purchaser's Family Members, as required, (2) pay all fees, points and charges required in connection with such application and loan, which may include the appraisal, credit checks, and origination fees, (3) pursue such application with diligence, and (4) cooperate in good faith with such Institutional Lender to obtain such commitment. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt.

(iv) Failure to Obtain Commitment. The Purchaser will have the right to terminate the Purchase Agreement and be refunded all monies deposited thereunder, without interest, and unexpended sums for special work ordered in the event:

(a) Sponsor's Preferred Lender fails, through no fault of the Purchaser, to issue its commitment on the terms described above by the Mortgage Contingency Expiration Date (or such other period as the Sponsor may permit, in Sponsor's sole discretion), provided the purchaser gives notice of termination not later than five (5) business days after the expiration of the aforementioned period; or

(b) the commitment issued by the lender lapses, expires or is not funded by the Closing through no fault of the Purchaser, provided the Purchaser acts in good faith and gives notice of termination no later than ten (10) days before the scheduled Closing unless Purchaser did not receive sufficient notice and is therefore unable to give notice to Sponsor within ten days of Closing. This is because 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.

(iv) Failure to Notify. If Purchaser fails to give timely notice of cancellation in accordance with paragraph (iii), then Purchaser shall be deemed to have waived the right to cancel the Purchase Agreement and to receive a refund of the Down Payment and unexpended sums for special work ordered by reason of the contingency. The Purchase Agreement will remain in full force and effect and the mortgage contingency will no longer

apply. In addition, Sponsor may, at its option, cancel the Purchase Agreement and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this Purchase Agreement, and upon cancellation the Down Payment and unexpended sums for special work ordered shall be promptly refunded to Purchaser.

D. Escrow and Trust Fund Requirements. This Plan shall be in compliance with the provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds. All Down Payments shall be held in compliance with the foregoing regulations. Details regarding the escrow requirements are as follows:

(i) The Escrow Agent: The law firm of Jeffrey Zwick & Associates, P.C., 266 Broadway, Suite 403, Brooklyn, NY 11211, telephone number 718-513-2050, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated Jeffrey Zwick and Daniel Cohen to serve as signatories. All designated signatories are admitted to practice law in the State of New York. Neither Escrow Agent nor any authorized signatories on the account are Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(ii) The Escrow Account: Escrow Agent has established an escrow account at Signature Bank at its branch located at 565 Fifth Avenue, New York, New York 10007 ("Bank") which is authorized to do business in the State of New York. The escrow account is entitled "Jeffrey Zwick & Associates, P.C. Attorney Escrow Disbursement Account" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured. If Purchaser has other accounts at the bank or branches, the assets in all of Purchaser's accounts will be aggregated together with the escrow deposit accounts for the purpose of determining whether the maximum FDIC insured amount is achieved.

All Down Payments shall be in the form of checks or wire transfers, and shall be made payable to or endorsed by the Purchaser to the order of "Jeffrey Zwick & Associates, P.C. Attorney Escrow Account", as Escrow Agent. Any deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

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

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

(iv) Notification to Purchaser: Within five (5) business days after the fully executed Purchase Agreement has been tendered to Sponsor along with the Down Payment, Sponsor shall either sign the Purchase Agreement and place the Down Payment into the Escrow Account or return any Down Payment tendered by Purchaser. Within ten (10) business days of the fully executed Purchase Agreement, Escrow Agent shall provide written notice to Sponsor and Purchaser confirming the deposit. The notice shall provide the account name, account number and the initial interest rate to be earned on the Down Payment. 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.

Escrow Agent is obligated to send notice to Purchaser once the Down Payment 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 Down Payment, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Down Payment to Sponsor or 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, New York 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Down Payment was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Down Payments and requisite notice was timely mailed to Purchaser.

(v) Escrow revisions. Before funds are transferred to any 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 any new account, the Escrow Agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for the Escrow Account only after the Department of Law approves in writing the use of such alternate form of security, pursuant to the provisions of paragraph (iv) of this subdivision.

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

Under no circumstances shall Sponsor seek or accept release of the Down Payment of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law.

Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.The Escrow Agent shall release the Down Payment if so directed:

(a) pursuant to the terms and conditions set forth in the Purchase Agreement upon Closing of the Unit; or
(b) in a subsequent writing signed by both Sponsor and Purchaser; or
(c) by a final, non-appealable order or judgment of a court.

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

Sponsor shall not object to the release of the Down Payment 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.

(iv) Waiver Void: Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Down Payment 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.

(viii) Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out

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

(ix) Records on file. The Escrow Agent shall maintain all records concerning the Escrow Account for seven years after release of the funds. Upon the dissolution of any law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer

(x) Trust obligation of Sponsor. Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL section 352-h to hold in trust all Down Payments, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the Plan does not relieve Sponsor of its obligations pursuant to GBL section 352-h. Funds from the Escrow Account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the Escrow Agent upon any bankruptcy, incapacity or death.

E. Events of Default. Time is of the Essence to cure defaults. If Purchaser (i) defaults in paying the Balance on the date scheduled by Sponsor for Closing; or (ii) defaults in performing some other obligation under the Purchase Agreement and fails to cure such default within thirty (30) days after Sponsor sends written notice to Purchaser specifying the nature of the default, Sponsor's sole remedy is to cancel the Purchase Agreement by sending thirty (30) days' written notice to such Purchaser and, if Purchaser fails to cure such default within said period, to retain, as and for liquidated damages the amount of the Down Payment except that the actual cost incurred by Sponsor for any special work ordered by Purchaser may also be retained as liquidated damages. Any payments received by Sponsor in excess of the Down Payment plus actual cost incurred by Sponsor for any special work ordered by Purchaser, together with any interest earned on such excess payments, if any, shall be refunded to Purchaser with reasonable promptness. Sponsor may not seek specific performance of the Purchase Agreement.

F. Interim Lease. If a Purchaser is or becomes a tenant or occupant of the Building pursuant to an Interim Lease and fails to pay rent or otherwise to comply with his lease obligations, or vacates or abandons the Unit, then Sponsor may cancel his Purchase Agreement as set forth above whether or not Purchaser is evicted by reason thereof. However, before the Sponsor may utilize the default under the Interim Lease to declare a 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 Interim Lessee unless the Interim Lessee has vacated the Unit. The Interim Lessee will have thirty (30) days to vacate the Unit after a default under the Purchase Agreement or in the event the Interim Lessee defaults on the Purchase Agreement. However, if such Purchaser is not evicted from the Building by reason of such default, by vacating or abandonment, Sponsor shall return to such Purchaser all monies deposited under the Purchase Agreement, together with the interest earned thereon, if any.

The Purchaser may not occupy the Unit or perform any work in the Unit prior to Closing without the prior written consent of Sponsor. If Purchaser occupies the Unit or performs any work in the Unit prior to Closing without the prior written consent of Sponsor, such event shall constitute a default under the Purchase Agreement.

G. Fixtures and Appliances. The Units will be prepared so that a temporary or final certificate of occupancy will be issued prior to Closing. Sponsor is providing in each Unit a refrigerator, oven, cooktop, microwave, dishwasher, washer and dryer. Sponsor is not providing blinds or shades to the Units. It will be the responsibility of the Unit Owners to provide them at his or her own cost. Furniture, wall coverings, furnishings, decorations and the like in or about any model are not included in the sale. There will be no modifications or extras unless agreed to in writing by the parties.

H. Fee to Sponsor's Counsel. Purchaser shall pay a fee of $2,250.00 to Jeffrey Zwick and Associates, P.C., 266 Broadway, Suite 403, Brooklyn, New York 11211 for services rendered in connection with preparing documents. Should Sponsor's counsel be required to attend a Closing outside their office at the request of Purchaser or its representatives, Purchaser will be responsible for paying an attendance fee of $500.00. In addition, there shall be a fee of $200.00 per hour if the duration of the Closing exceeds two (2) hours due to the fault of Purchaser or its representatives. There is an additional fee of $250.00 for any work in connection with obtaining a mortgage. There shall be a fee of $200.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor’s attorney.

I. Closing of Title. The Closing of title to each Unit will be held at Sponsor’s attorney’s office on such date and at such hour as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice. Purchaser may waive this notice provision. Sponsor has the right to postpone the Closing Date and to fix a new Closing Date within a reasonable time period. In such event, Sponsor shall give Purchaser not less than ten (10) days' notice of the new date and time of Closing. In the event Purchaser does not close on the date set forth in the Notice of Closing and Sponsor elects not to cancel the Purchase Agreement, or if Sponsor approves Purchaser's request to adjourn the Closing of his Unit, interest shall accrue on the unpaid amount of the purchase price from the Closing date or adjourned Closing date until such amount is paid. The interest rate shall be 10% per annum, in effect for as long as there are any unpaid amounts owing towards the full purchase price. In the event 10% per annum exceeds NYS usury or other applicable laws, the amount of interest charged will be the maximum amount allowable under law.

The First Closing shall take place only after or concurrently with the following events: (a) temporary or final certificate of occupancy covering the Building is issued; (b) Plan is declared effective; (c) Declaration is recorded. Purchasers desiring to arrange for the Closing to take place at another location in New York City should promptly notify Sponsor's attorney of that address and, in addition, will be responsible for the payment of an attendance fee.

The foregoing shall not affect Sponsor's right to abandon the Plan as set forth in section "Effectiveness". In the event the Plan is abandoned, the Purchase Agreement will be deemed cancelled and the Down Payment paid by Purchaser thereunder, together with interest earned, if any, and all funds received for upgrades or extras shall be disbursed as discussed in the subsection entitled "Funds" of the Purchase Agreement and Plan. After the funds are so disbursed, neither Purchaser nor Sponsor shall have any claims against each other or against the Selling Agent in connection with the Purchase Agreement or the Plan, and all of the same shall be released and discharged from all liabilities under the Purchase Agreement and the Plan. The parties may be required to sign a general release to this effect.

J. Broker. Purchaser will disclose to Sponsor all real estate brokers that he or she has dealt with in connection with the acquisition of his or her Unit and will indemnify Sponsor against the claims of any other broker, if such broker is not disclosed to Sponsor at the time of the Purchase Agreement.

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

L. Damage to Units. The risk of loss from fire and other casualty remains with the Sponsor until the Purchaser closes title or takes possession of the unit. However, a non-owner occupant cannot insure the Unit since there is no ownership interest and the Unit cannot be doubly insured. Thus, If the Purchaser becomes the tenant of the Unit pursuant to an Interim Lease and, before the Closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage in excess of insurance proceeds available to the Sponsor prior to the First Closing, and to the Board thereafter, unless the cause thereof originated outside of the Unit and did not result from the acts of the Purchaser or other occupants of the Unit, or such Purchaser's guests, invitees, or workmen. No Purchaser shall have the right to occupy a Unit purchased by him prior to Closing unless Sponsor agrees to permit such occupancy under an Interim Lease. See "Interim Leases" for further discussion.

Except as set forth above, all other risk of loss or damage in excess of insurance proceeds prior to Closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair the damage. Sponsor shall be notified by the Board of damages within fifteen (15) days of the occurrence of the damage and will make a determination whether or not to repair the damage within fifteen (15) days of receipt of said notice at which time it will notify Purchaser of its decision. If

Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the Purchaser will be refunded all purchase monies paid to Sponsor with interest earned thereon, if any.

If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and purchaser shall not be required to pay the Balance unless and until (i) the Unit has been repaired in compliance with the offering Plan and the repairs result in a condition that is Equal or Better Quality than immediately prior to the casualty, (ii) essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the tenant to cure or that are caused by the act or omission of the tenant. Sponsor will remove subsequent to Closing all violations of record which it is obligated to correct within ninety (90) days of the violation posting. Additionally, if Sponsor elects to repair or replace the loss or damage and the Purchase Agreement is contingent on the purchaser obtaining financing, if, after making a good faith effort to extend the term of the commitment to enable Sponsor to repair the damage, an extension is not obtained, the Purchaser will be afforded a right of rescission.

M. Purchaser's Remedy. Sponsor may abandon the offering Plan any time before it is declared effective. After the Plan is declared effective, if Sponsor shall be unable to convey and deliver the Units in accordance with the terms of the Purchase Agreement, (except for any failure to perform any obligation imposed by applicable statute or regulation, or a failure to perform his obligations under the offering Plan) and Sponsor is unable to cure the defects because of : (a) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total offering, or (b) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half of one percent of the total offering, or (c) the taking of any material portion of the Property in condemnation proceedings or by eminent domain, Sponsor may abandon the Plan and the sole remedy of Purchaser shall be to rescind the Purchase Agreement and be refunded the entire Down Payment with interest, if any, plus all sums provided for special work ordered. These are the only three reasons Sponsor may abandon the Plan after it is declared effective. In the event Sponsor shall be unable to convey and deliver the Units in accordance with the terms of the Purchase Agreement, for any reason other than the three bases referenced herein above, Sponsor must cure such defects within a reasonable time. See Section “Effectiveness” for further details.

N. Conflict Between Governing Documents. To the extent there are any inconsistencies between the terms of the Purchase Agreement and the Plan, the terms of the Plan shall govern The Purchase Agreement does not contain nor will it be modified to contain a provision waiving a Purchaser's right or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law.

O. Arbitration. In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium or the Purchase Agreement, including the disposition of Down Payments, or to break any deadlock in voting, the dispute or question shall be submitted to arbitration through the American Arbitration Association ("AAA"), which will give any party the rights he is entitled to under New York law. The arbitration proceeding will follow the rules of the AAA. The arbitrator will be neutral and independent of Sponsor and its principal and will be designated by the AAA. The hearing will take place in the county where the building is located.

The parties to the Purchase Agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment and said decision shall be final and binding. A party's ability to have a court reverse or modify an arbitration award is very limited. The ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings. The arbitrators may not have to explain the reason for their award. Unlike litigation, New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings. There may be time limits imposed for bringing a claim in arbitration.

The fees, costs and expenses of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his or her own counsel and expert witnesses. The rules and fee schedule of the AAA can be found on their website: http://www.adr.org. Nothing contained in this paragraph shall be construed to preclude any purchaser's rights under Article 23-A of the GBL. The Board shall follow the directions of the Arbitrators. The panel will have the authority to file their decision with the Court under the New York Arbitration Law and Article 75 of the CPLR. Any decision rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The decision shall be enforceable in a court of competent jurisdiction. If the arbitration proceeding concerns an escrow dispute under the purchase agreement, the Down Payment shall not be released from escrow until at least 90 days has elapsed from the issuance of a final arbitration award. If the purchaser brings a proceeding pursuant to CPLR §7511 to vacate the award, the funds must remain in escrow until that proceeding is finally adjudicated.

N. ASSIGNMENT OF PURCHASE AGREEMENT

The Purchase Agreement is not assignable without the consent of the Sponsor. Any request for assignment shall be submitted to Sponsor's attorney in writing at least fifteen (15) days prior to the scheduled Closing. Sponsor may, in its sole and absolute discretion, permit the Purchase Agreement to be assigned to allow Purchaser to add, delete or substitute the name of a Purchaser's Family Member or to take title in the name of an entity controlled by Purchaser. If Sponsor consents to an assignment, Purchaser must provide an executed assignment and assumption agreement prepared by Sponsor's attorney pursuant to which Purchaser assigns the Purchase Agreement and Down Payment to the new party named as Purchaser, who shall assume all of Purchaser's obligations thereunder, along with a new IRS W-8 or W-9 form (as applicable) for the new Purchaser at least five (5) days prior to the scheduled Closing. In no event will Purchaser be entitled to delay or postpone the Closing to effectuate such name change or assignment. Sponsor will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law. There is no additional fee for an assignment agreed to by Sponsor.

O. EFFECTIVENESS

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

1. Minimum Effectiveness Requirements. The Plan may not be declared effective unless *bona fide* Purchasers, including Purchasers for investment, have signed Purchase Agreements for at least fifteen percent (15%) of the residential Units, or seven (7) residential Units offered under the Plan. Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, in the event all of the Purchasers counted toward effectiveness rescind or terminate their Purchase Agreements prior to the First Closing, the Plan will be declared effective again, regardless of whether the Declaration has been recorded.

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

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

(b) where the Purchaser did not have three (3) business days to review the Offering Plan and all duly filed amendments prior to executing a Purchase Agreement; or

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

2. Mandatory Effectiveness. The Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for 80% of the residential Units under the Plan. In this Offering, Sponsor must declare effective by accepting Purchase Agreements for thirty-seven (37) residential Units, which satisfies the eighty percent threshold.

3. Procedure to Declare Effective. The Plan may be declared effective by (a) an amendment to the Plan or (b) personal service of notice on every Purchaser or by commencement of service by mail, addressed to the offeree at the last known residence of such offeree, stating that the Plan is declared effective and submitting an amendment to the Department of Law within five (5) days confirming that the Plan was declared effective on a specified date. No Closing shall occur until the

Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

4. Abandonment. Sponsor may, at its option, declare the Plan abandoned for any reason whatsoever before it is declared effective. If Sponsor has accepted any Purchase Agreements at that point, Sponsor shall promptly file an amendment together with a notice of abandonment on form RS-3. All monies paid by Purchasers shall be refunded to them in full, with interest earned, if any, within five (5) days after the amendment abandoning the Plan has been accepted for filing. If there are no outstanding Purchase Agreements, Sponsor shall submit a form RS-3 only.

Sponsor may not abandon the Plan after effectiveness for any reason other than (a) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total offering, or (b) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half of one percent of the total offering, or (c) the taking of any material portion of the Property in condemnation proceedings or by eminent domain. Any amount relied upon as a basis for abandonment after effectiveness excludes attorney fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to Sponsor or are a matter of public record. Sponsor cannot abandon the Plan for any judgments or liens against the property resulting from acts of Sponsor or any of its principals or which are known to Sponsor or any of its principals on the date of the Plan. Subsequent to the First Closing, this Plan may not be withdrawn or abandoned unless at least eighty percent (80%) of the residential Unit Owners vote to terminate the Condominium.

P. TERMS OF SALE

1. Deed and State of Title. Upon delivery to Sponsor of: (i) the Balance, (ii) a Unit Owner's Power of Attorney in favor of the Board and Sponsor and (iii) a transferee affidavit or a transfer tax return in the form required to be filed with The City of New York, each of which must be executed and acknowledged by the Purchaser, Sponsor will execute, acknowledge and deliver to the Purchaser a Bargain and Sale Deed with covenant against grantor's acts substantially in the form set forth as Document Number 5 in Part II of the Plan, conveying title to such Unit to Purchaser subject only to the title exceptions reproduced in this section and in Exhibit A to the Purchase Agreement.

2. Title Exceptions. Title to each Unit and its Appurtenant Interest in the Common Elements will be conveyed at the Closing free and clear of all liens, encumbrances and title exceptions other than permitted encumbrances which are reproduced below and repeated in the Purchase Agreement Exhibit A. Title exceptions include the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable. The title company will affirmatively insure that none of the same affect the use of the premises as a Condominium, if so requested by Purchaser in writing to the title company and Sponsor's attorney at least ten (10) days prior to the Closing, by the issuance of a title insurance binder insuring fee title to the Unit in the Purchaser, at Purchaser's expense, subject only to the encumbrances set forth in Purchaser's Purchase Agreement (all other liens will be removed or insured against enforcement or collection by Purchaser's title company prior to or at Closing), which binder will also insure that a valid condominium has been created pursuant to the terms of the Condominium Act. (See Section "Unit Closing Costs and Adjustments" for an estimate of the cost to the Purchaser to obtain title insurance). Such permitted encumbrances include:

A. Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasi-governmental authority having jurisdiction.

B. State of facts which an accurate survey or personal inspection of the Land would show, provided such facts would not prevent the use of the Unit for dwelling purposes nor render title unmarketable.

C. The terms, burdens, covenants, restrictions, conditions, easements, and rules and regulations, all set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Board and Sponsor and the Floor Plans, all as may be amended from time to time.

D. Consents by Seller or any former owner of the Land for the erection of any structure or structures on, under or above any street or street on which the Land may abut.

E. Any easement or right of use in favor of handicapped persons or any easement or right of use in favor of any utility company for electricity, steam, gas, telephone, water, or other service, and the right to construct, use, maintain, repair, and replace all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building.

F. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax (which is to be paid by the Condominium Board).

G. Encroachments of shrubbery, stoops, areas, steps, doors, ledges, window sills, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, sewerage pipes, air-conditioning units, canopies, ramps, and similar projections, if any, on, over, or under the Property or the streets or sidewalks or property abutting the Property and the rights of governmental authorities and adjoining property owners to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

H. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

I. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided the same are adjusted at the Closing.

J. The lien of any unpaid assessment payable in installments (other than assessments levied by the Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at Closing).

K. Any encumbrance as to which the title insurance company which insures Purchaser's title to the Unit would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.

L. Any lease covering the Unit.

M. Certificate of Occupancy to be issued covering the Building.

N. Any violations against the Property (other than the Unit) which are the obligation of the Board or another Unit Owner to correct, provided the same does not affect the health or safety of the unit owner.

O. Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Purchaser's title to the Unit.

P. Any matters of record which do not prohibit the use of the premises.

3. Certificate Of Occupancy. The Closing to a residential Unit will take place only after or concurrently with the issuance of a final or temporary certificate of occupancy for the building in which the Unit is located. Sponsor and its principals will provide all items necessary to procure a certificate of occupancy. Sponsor and its principals have the obligation to procure the permanent certificate of occupancy and keep the temporary certificates of occupancy current until such time as the permanent certificate of occupancy is procured.

4. Condominium Documents. The Declaration, By-Laws, and Floor Plans for the Condominium and such other documents as required by law will be recorded or filed by Sponsor, at its expense, prior to the First Closing in accordance with the Condominium Act or applicable state and local law in the Register's Office.

5. Warranties. Sponsor shall assign any manufacturers' warranties with respect to equipment and appliances in the Unit to the Unit Owner and with respect to the equipment and appliances in the Common Elements or Limited Common Elements, to the Board. Any personal property located in the Unit on the day the Purchase Agreement is signed or in the Common Elements on the date the Declaration is filed that is owned by the Sponsor is not included in the conveyance unless specifically excepted in the Purchase Agreement. Sponsor will remove any such personal property located in a Unit prior to the Closing for that Unit and located in the Common Elements within ninety (90) days of the First Closing.

6. Existing Mortgages. There is a loan on the Property with a lender, AXOS Bank, 4350 La Jolla Village Drive, Suite 140, San Diego, CA 92122. The lender has placed no restrictions on the rentals, sales or marketing of the units. If the loan is not satisfied at or prior to the First Closing, the mortgagee will either (a) consent to the formation of a condominium and acknowledge that its lien will be limited to Unsold Units; (b) subordinate the lien of its mortgage to the Declaration of Condominium; or (c) release its lien on the Condominium Unit being conveyed and its interest in the Common Elements.

7. Risk of Loss. Sponsor shall assume the risk of loss until Purchaser is conveyed legal title or occupies the Unit. However, an occupant cannot insure the Unit since there is no ownership interest and the Unit cannot be doubly insured. Thus, if Purchaser is or becomes the tenant or the occupant of the Unit before the Closing thereto pursuant to an Interim Lease and, before the Closing to the Unit, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage in excess of the Condominium's insurance proceeds available to Sponsor prior to the First Closing and to the Board thereafter, and the full risk of loss to repair damage to his/her personal belongings and any other property not covered by the insurance

for the Condominium, unless the cause thereof originated outside of the Unit and did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees, or workmen. A temporary or final certificate of occupancy will be obtained by Sponsor prior to Closing and occupancy of the Unit. A prospective Purchaser should carefully consider the aforementioned risk of loss before occupying a Unit prior to the Closing. Such risk of loss may also affect the Purchaser's ability to close the loan under any financing commitment.

Except as set forth in the preceding paragraph, all other risk of loss or damage prior to Closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the same. The By-laws include a provision that in the event Sponsor has relinquished control of the Board, the Board will notify Sponsor of any damage to Unsold Units. Sponsor shall be notified by the Board of damages within fifteen (15) days of the occurrence of the damage and will make a determination whether or not to repair the damage within fifteen (15) days of receipt of said notice at which time it will notify the Purchaser. If Sponsor or (in the event the Declaration is filed) the Board does not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the Purchaser will be refunded all purchase monies paid to Sponsor, including sums paid for special work, with any interest earned thereon.

If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been repaired in compliance with the offering Plan and the repair is in Equal or Better condition than immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the Interim Lessee to cure or that are caused by the act or omission of the Interim Lessee. Sponsor will remove subsequent to Closing all violations of record it is obligated to correct within 90 days of the violation posting. Additionally, if Sponsor elects to repair or replace the loss or damage, and the Purchase Agreement is contingent on the Purchaser obtaining financing, if, after making a good faith effort to extend the term of the commitment to enable Sponsor to repair the damage, an extension is not obtained, the Purchaser will be offered a right of rescission. See section "Procedure to Purchase" for further details.

Q. UNIT CLOSING COSTS AND ADJUSTMENTS

1. Closing Adjustments. At the Closing of Title to each Unit, Sponsor and Purchaser shall apportion, as of midnight of the day preceding the Closing: (i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the New York fiscal year beginning July 1 of the year for which assessed, including water charges and sewer rents (if separately assessed) and escrows for real estate taxes, if any; (ii) rent and other charges, if any, pursuant to an Interim Lease for, or tenancy of, such Unit; (iii) insurance for the first year premium; (iv) common charges for the month in which the Closing occurs.

There will be no adjustments between the Board and Sponsor. The insurance figures for the first year's premium will be adjusted between the Purchaser and Sponsor at Closing. At Closing, Sponsor will collect each Purchaser's pro-rated share in the first year's insurance premium from the Closing Date until the end of the first year of operation. This amount will be calculated in proportion to each Purchaser's percentage of Common Interest and will be used to reimburse Sponsor for payment of the first year's premium. Purchasers will also pay the second year's premium in proportion to their Common Interest as part of monthly Common Charges. The Board and the Sponsor will not adjust for insurance. This provision shall only apply to Units which close within the first year of Condominium operations.

2. Closing Costs. At Closing, each Purchaser will pay certain closing costs in addition to the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan.

A. Title Insurance. If such Purchaser elects to obtain fee title insurance, he will pay a premium therefor to the title insurance company which will vary depending upon the amount of insurance requested. **Purchaser is free to use a title company of his or her choosing without incurring a penalty.** The premium for fee title insurance should be $774.00 for the first $100,000.00 of fee insurance plus $4.36 for each $1,000.00 or fraction thereof of additional fee insurance up to $500,000.00 and $3.98 for each $1,000.00 or fraction thereof of additional fee insurance over $500,000.00. The premium for mortgage title insurance should be $654.00 for the first $100,000.00 of insurance plus $3.64 for each $1,000.00 or fraction thereof of additional insurance up to $500,000.00 and $3.31 for each $1,000.00 or fraction thereof of additional insurance over $500,000.00. Riverside Abstract, 3839 Flatlands Avenue, Suite 208, Brooklyn, New York 11234 has been retained by Sponsor to clear any title issues affecting the Property, and to record the Condominium Declaration and any other documents requiring recording with respect to this offering Plan. A copy of the title report may be furnished to the Purchaser upon request.

B. Recording Fees. A fee for recording the deed and Unit Owner's Power of Attorney of $32.00 for each instrument plus $5.00 per page, together with a service charge to the title company for such recording for a total of approximately $350.00;

C. Mortgage Fees. If Purchaser obtains a mortgage loan, Purchaser will pay:

(i) a fee and service charge for recording the mortgage of approximately $200.00;

(ii) mortgage recording tax in the amount provided for by law, currently 2.05% (1.8% paid by the purchaser, 0.25% paid by the Lending Bank) of the face amount of the mortgage for mortgages under $500,000.00 and 2.175% (1.925% paid by the purchaser, 0.25% paid by the Lending Bank) for mortgages over $500,000.00);

(iii) Purchasers will pay a premium through the title company for the mortgage title insurance policy. In addition, such Purchaser shall pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser is entitled under Section 339-ee (2) of the Condominium Act. All such payments shall be made upon execution of the loan documents;

(iv) Sponsor at its option may request any Purchaser who is obtaining a mortgage to have his lender accept an assignment of a portion of Sponsor's existing mortgage. In such event, Purchaser shall pay to the Sponsor such amount that the Purchaser is saving with respect to the mortgage that the Purchaser would have paid if there was no assignment of mortgage. The severance and assignment of the portion of the mortgage on the Property as contemplated herein would not result in any additional cost or risk to the Purchaser and will be initiated only after Purchaser has procured financing. Should the Purchaser's lender refuse to accept the assignment, Sponsor may require Purchaser to continue with the transaction without the assignment or may refund the Purchaser's Down Payment and terminate the Purchase Agreement. Accordingly, Purchaser may apply for a mortgage with a lending institution that will accept an assignment of mortgage. Because this transaction would require additional coordination between the parties, it may potentially delay the Closing. In the event Sponsor exercises such option, the above paragraph regarding the mortgage tax credit will be inapplicable and the Purchaser will not be required to make any payments to the Sponsor in respect to the mortgage tax credit.

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

D. Transfer Taxes. **Transfer taxes are usually a seller's expense, however, the terms of this offering Plan and the Purchase Agreement transfer the statutory obligation to pay the New York City transfer taxes and New York State Documentary Stamp Taxes**. New York City transfer taxes are in the amount of 1.425% of the purchase price for residential Units over $500,000.00 and 1.4% of the purchase price for residential Units under $500,000.00. New York State Documentary Stamp Taxes are in the amount of $2.00 per $500.00. For any residential conveyance in which consideration is at least $3,000,000.00, there is an additional base tax of $1.25 per $500.00. For commercial Units, the transfer tax is in the amount of 2.625% of the purchase price for NYC and $2.00 per $500.00 plus an additional .25% of the purchase price for commercial Units of $2,000,000.00 or more in New York State. Additionally, there is a mansion tax of 1% of the purchase price for conveyances in the amount of $1,000,000 or more and a supplemental tax on the conveyance of residential real property in the amount of 0.25% for transfers of $2,000,001-$2,999,999; and 0.5% for transfers of $3,000,000 to $4,999,999, which are both imposed on Purchase. The sample calculation of taxes below includes NYC and NYS tax on the consideration for purposes of calculating the NYC transfer taxes, and NYC tax on the consideration for purposes of calculating the NYS transfer taxes.

E. Initial Capital Payment. Purchaser will be required to deposit with the Board two (2) months' estimated monthly Common Charges for his unit. 90% of this payment will be used as working capital and the remaining 10% shall be deposited into the reserve fund bank account.

F. Sponsor's Attorney Fees. Purchaser shall pay a fee of $2,250.00 to Jeffrey Zwick and Associates, P.C., 266 Broadway, Suite 403, Brooklyn, New York 11211 for services rendered in connection with preparing documents. Should Sponsor's counsel be required to attend a Closing outside their office at the request of Purchaser or its representatives, Purchaser will be responsible for paying an attendance fee of $500.00. In addition, there shall be a fee of $200.00 per hour if the duration of the Closing exceeds two (2) hours due to the fault of Purchaser or its representatives. There is an additional fee of $250.00 for any work in connection with obtaining a mortgage. There shall be a fee of $200.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor's attorney.

G. Defrayment of Sponsor Expenses. Each Purchaser shall pay an additional $1,500.00 at Closing to defray Sponsor's costs, e.g, architectural costs, filing fees, legal fees and other costs incurred in creating the Condominium.

3. Closing Cost Example. All fees are cumulative to the extent applicable to an individual Purchaser. If, for example, a Unit has a purchase price of $1,375,000.00, a mortgage of $1,100,000.00 and title insurance, the following closing costs are estimated:

Owner's policy:	$ 5,586.00
Loan Policy:	$ 1,160.00
Residential Endorsement:	$ 50.00
Condominium Endorsement:	$ 50.00
NY State transfer tax:	$ 5,602.00

NYC Real Property transfer tax:	$ 19,951.34
Mansion Tax:	$ 14,000.94
Mortgage tax:	$ 5,500.00
Legal fee to Sponsor's Attorney:	$ 2,500.00
Deed Recording:	$ 350.00
Mortgage Recording:	$ 250.00
Municipal searches:	$ 250.00
E-forms (if applicable)	$ 200.00
2 months est. Common Charges	$ 582.24
Defrayment Fee	$ 1,500.00
TOTAL:	$ 57,532.52

The Residential Endorsement provides affirmative insurance coverage against specific loss or inaccuracies. A Condominium Endorsement provides assurance that the condominium project was created in accordance with applicable laws.

4. Real Estate Tax Apportionment.

A. After Assessment. Once units are separately assessed by the NYC Department of Finance, each Unit Owner will be responsible for the real estate taxes, assessments, fines and other fees for his or her own Unit.

B. Prior to assessment. In the event units have not been separately assessed for real estate tax purposes at the time of the First Closing, Sponsor shall place in escrow, in the name of the Board, an amount equal to the unpaid real estate taxes which will be levied against the Property for the six (6) month period following the First Closing. The amount placed in escrow will be disclosed in the initial post -closing amendment to the Plan.

When the real estate taxes are next due, the Board will pay the real estate taxes from the escrow account. Sponsor, as funder of the escrow account, will be entitled to reimbursement from Unit Owners to the extent of the actual assessment. As such, at each Unit Closing, Sponsor will collect the estimated amount of taxes attributable to such Unit based on the Unit's pro rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property.

R. RIGHTS AND OBLIGATIONS OF SPONSOR

In addition to Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to any Unsold Units and to comply with all applicable laws and regulations, the remainder of this Section sets forth certain other rights and obligations of Sponsor applicable while Sponsor still owns Unsold Units under this Plan. Some rights and obligations listed below may be repeated in other sections of the offering Plan, and some other sections of the offering Plan may contain additional rights and obligations of Sponsor. Nothing contained herein shall be deemed to limit the rights of Purchasers relative to their Units under their respective Purchase Agreements.

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

The Board has a fiduciary duty to act in the best interest of the Condominium, even during the Initial Control Period when Sponsor will be in control of the Board. Any provision that gives Sponsor control of the enforcement of Sponsor's obligations is not lawful. If there are non-sponsor controlled Board members and there is a vote on whether to sue the Sponsor, Sponsor's Board representatives cannot vote on that issue. Because Sponsor might not enforce the obligations of Sponsor under the Plan or as otherwise required by law during the Initial Control Period, (as a result of the Sponsor's control thereof), the Unit Owners may have to undertake enforcement of the obligations of Sponsor. This may be funded with the line item from the budget to cover attorney fees, or the Board may impose an assessment. The Board agrees that it will enforce such obligations pursuant to a resolution passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting called for such purpose. Any dispute between the Board and the Unit Owners will be resolved through arbitration in accordance with article 10 of the By-Laws.

1. Rights of Sponsor. The following are additional rights of Sponsor with regard to the Units:

A. Sponsor is reserving the unconditional right to rent rather than sell Units after consummation of the Plan. Accordingly, Sponsor does not have to endeavor in good faith to sell all Units in a reasonably timely manner as there is no commitment by Sponsor to sell more 20% of the Units which is required by Sponsor's Preferred Lender to fund a loan. However, Sponsor will endeavor in good faith to sell all Units in a reasonably timely manner. In the event all of the Purchasers counted toward effectiveness rescind or terminate their Purchase Agreements prior to the First Closing, the effectiveness will become invalidated, and the offering Plan will be declared effective again regardless of whether the Declaration has been recorded. In addition, the By-laws do not contain a provision that, after the Initial Control Period, a Majority of the Board must be owner-occupants or members of an

owner-occupant's household who are unrelated to Sponsor and its principal(s). Purchasers should note that owner-occupants may never gain effective control of the Condominium.

There is a loan on the Premises with a lender, AXOS Bank, 4350 La Jolla Village Drive, Suite 140, San Diego, CA 92122. The lender has placed no restrictions on the rentals, sales or marketing of the Units. If the loan is not satisfied at or prior to the First Closing, the mortgagee will either (a) consent to the formation of a condominium and acknowledge that its lien will be limited to Unsold Units; (b) subordinate the lien of its mortgage to the Declaration of Condominium; or (c) release its lien on the Condominium Unit being conveyed and its interest in the Common Elements.

B. So long as Sponsor owns Unsold Units, Sponsor may, without obtaining the consent of the Board or the other Unit Owners, use any one or more of such Units as model units and sales and/or promotion offices in connection with the sale of the Unsold Units or for any other purpose, subject only to compliance with current laws, statutes or regulations.

C. Sponsor reserves the right to amend or modify from time to time the Plans and Specifications (including, without limitation, changes in layouts and designs or changes affecting the materials, appliances, equipment, fixtures and other construction details) and to substitute materials, appliances, equipment and fixtures in place of those described in the Plans and Specifications or the Architect's Report, provided such substitutions are of Equal or Better Quality and design. Notwithstanding the foregoing, Sponsor may not change the size, location of buildings or Units, or other improvements or Common Elements if such changes affect the Common Interest 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.

D. Any change to Unsold Units not under contract may be made by Sponsor without prior notice to or authorization from the Board or any other party. Should any Unit Change be required to be disclosed in an amendment to the Declaration and/or Floor Plans, Sponsor or its designee, as the Owner of Unsold Units, will have the right itself to so amend the Declaration to effectuate any such change to the Unsold Units without the Board, the other Unit Owners, or any mortgagee consenting to, or executing, such amendment.

E. Except as provided under applicable law, Sponsor will not be obligated to correct and will not be liable to any Unit Purchaser as a result of a variation that is deemed immaterial from: (i) the Plans and Specification or the Architect's Report contained in Part II of the offering Plan; or (ii) Plans and Specifications or the Architect's Report set forth in the Plan which are neither in violation of applicable building codes nor require the approval of any governmental authority having jurisdiction or which are necessitated by site conditions or job requirements, or (iii) the dimensions or arrangement of rooms, walls or other areas within Units, provided (A) such variations are of Equal or Better Quality and Design than that originally set forth in the Plans and Specifications, (B) such changes do not change the size, location of buildings or units or Common Elements if such changes affect the Common Interests or adversely affect the value of any Unit to which title has Closed or for which a Purchase

Agreement has been executed and is in effect, unless all Unit Owners and Purchasers affected by such change consent in writing to such change; and (C) such changes are made with any consent required by the governing regulations of the Department of Law. The foregoing shall not affect Sponsor's obligations to complete construction of the Building, including the Units, with materials of Equal or Better Quality and design than those set forth in the Plan.

F. Subsequent to the date a Unit Owner is given possession of, or Closes Title to, his Unit, Sponsor shall not be responsible for immaterial repairs such as paint touch-ups, repair of dented appliances, porcelain or formica chips and scratches, marks, breaks, or other blemishes in the following: windows, sliding glass doors, screens, electric fixtures, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, medicine cabinets, saddles, wood flooring, appliances, woodwork and doors. At least ten (10) days before the Balance is to be paid, the Selling Agent shall notify the Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete, date and sign a written list detailing unfinished items, and deliver same to the Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to produce a punch list, shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. The parties may agree on a reasonable time frame within which to complete the items Sponsor shall deliver the Units in broom swept condition containing the appliances listed in this Plan, the Unit and appliances in new condition, normal wear and tear excepted.

G. Except as set forth in this Plan and/or as required by applicable law or regulation, Sponsor makes no undertaking or warranty and shall not be obligated to correct or repair any immaterial conditions in the Building, including (without limitation) the Units, the Common Elements and the Building systems, appliances and all other installations, apparatus, fixtures and appurtenances. Notwithstanding the foregoing, Sponsor shall remain obligated to correct or repair all material conditions in the Building.

H. Sponsor's sole obligation hereunder shall be to repair or replace (at Sponsor's option) any defective item of construction (whether arising as a result of defects in material or improper workmanship or material materially at variance with the Plans and Specifications), subject to the terms and conditions (and within the time limits) set forth in this section and elsewhere herein and under all applicable laws.

I. Sponsor may, in its sole discretion, delay the collection of Common Charges and elect to pay the expenses of the Building instead. During any such delay, Sponsor will timely pay all expenses of the Condominium, including but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner’s expenses such as real estate taxes or utility charges. Upon commencement of collection of Common Charges, there will not be any assessment for any item in the approved budget for the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as required by governing regulations. In the event Sponsor

elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the Notice of Closing and in the post-closing amendment to the offering Plan. Such amendment shall also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges and will disclose such fact in the following amendment to the offering Plan.

2. Construction Obligations. Sponsor has undertaken the obligations listed below in connection with the offering of Units pursuant to schedule A and the construction of the Building. All references in this Plan to Plans and Specifications shall mean the plans and specifications for the Building filed with the Department of Buildings and other appropriate governmental authorities, as the same may be amended or changed from time to time. Unless otherwise stated in this section and/or required by applicable law or regulation, the construction obligations of Sponsor under this subsection shall survive the delivery of the deed to the Unit Owners.

A. Sponsor is obligated to build and complete the Condominium in accordance with the Plans and Specifications and will, at its sole cost and expense and with reasonable diligence, perform or cause to be performed such work, and will supply or cause to be supplied all materials necessary to complete the Building and its appurtenances in accordance with the Plans and Specifications and with a quality of construction comparable to currently prevailing local standards. Units will be delivered in new condition, normal wear and tear excepted.

B. Prior to the First Closing, Sponsor shall obtain a temporary (TCO) or final (FCO) certificate of occupancy for the Building. 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 ("DOB").

A TCO is intended to indicate that the property conforms substantially to the DOB approved Plans and Specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. TCOs have an expiration date, typically 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units.

In New York City, it is common for sponsors to commence closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire building. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within two years, which is the timeframe anticipated by the Multiple Dwelling Law for issuance of a FCO. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING AND SHALL EXERCISE ITS BEST EFFORTS TO OBTAIN IT WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** Unit owners and the Board shall be obligated to cooperate with and refrain from obstructing sponsor in

these undertakings. The TCO may lapse for reasons outside the sponsor's control. In the absence of a FCO or TCO it is unlawful to reside in or rent a unit and will be difficult for purchasers to obtain financing or pass clear title. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO.

C. If the First Closing takes place prior to the issuance of a FCO for the Building, Sponsor will maintain all Down Payments and other funds tendered for special work ordered in the Escrow Account as required by GBL Section 352-e(2)(b) unless Sponsor's engineer, architect or other expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a FCO, in which case the sum exceeding the amount so certified by Sponsor's engineer or architect may be released from the Escrow Account. Alternatively, the Sponsor must deposit with the Escrow Agent an unconditional, irrevocable letter of credit or post a surety bond in the amount so certified after the Department of Law approves Sponsor's request to use alternate forms of security in lieu of escrowed funds.

D. Prior to Closing, Sponsor will assign any manufacturer's warranties with respect to equipment or appliances installed in the Unit to the Unit Owner and any warranties with respect to equipment and appliances installed in the Common Elements to the Board prior to the First Closing.

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

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

G. Sponsor expects the common areas and public portions of the Building will be completed before the First Closing. Sponsor and its contractors, subcontractors, agents and employees will have a right of reasonable access to each Unit and its appurtenant Limited Common Elements and to all of the Common Elements for purposes of completing construction of the Building or performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan, provided (i) Sponsor repairs any resulting damage to the Unit and restores it to the condition it was in prior to Sponsor's entry and (ii) Sponsor provides at least 2 business days' prior notice to the Owner of the Unit to which access is required of at least two (2) business days, except in the case of Emergency.

H. Housing Merchant Implied Warranty: Notwithstanding any other provision of the Offering Plan, the Housing Merchant Implied Warranty is applicable to this offering since the construction will result condominium units in a building that is five (5) stories or less. The following is a brief summary of GBL Article 36-B, which went into effect as of March 1, 1989. The full text of the law is set forth as Document number 8 in Part II of the Plan.

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

(ii) Coverage: (i) For one (1) year, the home must be free from defects caused by workmanship or materials that do not meet the standards of the applicable building code; for items not covered by code, the construction must be in accordance with locally accepted building practices; (ii) For two (2) years, the plumbing, electrical, heating, cooling and ventilation systems must be free from defects caused by unskillful installation; (iii) For six (6) years, the home must be free from physical defects in the structural elements (foundation, floors, walls, roof framing).

(iii) Not covered: (i) A defect not caused by defective workmanship, materials or design; (ii) Defects in items sold with the home, such as stoves, refrigerators, air conditioners, etc. not related to installation. There are implied warranties from the manufacturers of such goods which are described in other laws.

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

(v) Limitation of the Warranty: **Sponsor has elected to limit the Housing Merchant Implied Warranty.** Sponsor reserves the right to amend the Plan to modify the limitation on the warranty for any Unit which has not been conveyed by deed or purchased via execution of a Purchase Agreement. Sponsor's obligation, regardless of any limitations in the warranty or in this Offering Plan, is to construct the Property in accordance with all applicable codes, filed Plans and Specifications and locally accepted building practices for items which are not covered by codes. Any conflict between the disclaimers and Sponsor's obligation to construct the Property in accordance with all applicable codes and filed Plans and Specifications shall be resolved in favor of the latter. The Limited Warranty:

(1) Includes only actual damages and excludes all consequential, incidental, and/or special damages not foreseeable to the Sponsor.

(2) Does not cover defects in appliances, fixtures, equipment and household items, if any are included in the sale, such as furniture, except those due to improper installation by Sponsor.

(3) Does not cover any defects in labor or in any work or materials ordered directly by any purchaser from Sponsor's sub-contractors, suppliers, or independent contractor not engaged in any non-delegable duty(ies).

(4) Is limited to actual purchasers whom acquire title from Sponsor and their successors who acquire title by will or governing intestacy laws.

(5) Further excludes:

(a) conspicuous defects and any defects which an inspection of the Unit would reveal;

(b) damage caused by the failure of purchaser or any affiliate thereof, to comply with the requirements of Sponsor's Limited Warranty or of any requirements imposed by a manufacturer, supplier of appliances, fixtures, equipment or household items;

(c) damage caused by the misuse, overuse, or interference by purchaser or anyone other than Sponsor, its employees or delegatees;

(d) any additional damage caused by the failure of purchaser to give adequate notice to Sponsor of any defects or damage in a timely fashion as provided in the Sponsor's Limited Warranty;

(e) any damage caused by changes, alterations or improvements made by anyone other than Sponsor or its employees or delegatees;

(f) any damage caused by purchaser's failure to adequately maintain and preserve any item or property covered under Sponsor's Limited Warranty;

(g) any loss or damage caused by or stemming from an accident, catastrophe, unnatural forces due to violence or gross negligence, fire, explosion, smoke, motor vehicles, acts of God, lightening, windstorm, hail, flood, earthquake, soil movement, and changes in the underground waterbase;

(h) any loss or damage caused by seepage of water unless such loss or damage is directly related to a construction defect resulting from construction by the Sponsor;

(i) any damage resulting from purchaser's failure to take timely action to mitigate any pre-existing damages;

(j) any condition resulting from normal wear and tear or from normal settling of the building, including but not limited to, concrete

cracks and outer building cracks which do not impair the structural stability of the building;

(k) insects, vermin, rodent damage and infestation, or damage caused by other animals or pests;

(l) death, bodily injury or damage to personal property;

(m) damage which arises from any misuse or unauthorized use of the Unit.

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

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

THE FULL TEXT OF SPONSOR'S LIMITED WARRANTY IS ANNEXED TO THE PURCHASE AGREEMENT. PURCHASERS ARE URGED TO REVIEW THE SPONSOR'S LIMITED WARRANTY CAREFULLY BEFORE EXECUTING A PURCHASE AGREEMENT.

3. Other Obligations.

A. Sponsor shall be liable for and obligated to defend any suits or proceedings arising out of the acts or omissions of Sponsor, representations made by Sponsor in this Plan, or any obligations imposed by statutes and/or regulations. With respect to such suits and proceedings, Sponsor shall indemnify the Board of Managers and the Unit Owners and shall defend such proceedings on their behalf.

B. 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.

C. Sponsor agrees to pay all Common Charges, Special Assessments and real estate taxes with respect to Unsold Units. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Such obligations shall be funded through the sales of Unsold Units and from other funds of the Sponsor. No bond or other security has been posted to secure Sponsor's obligations. Should Sponsor fail in its obligation to pay all Common Charges, Special

Assessments and real estate taxes with respect to Unsold Units, the Board may file a lien against the Unsold Units in accordance with law and Purchasers under contract will be offered rescission.

D. Sponsor will cause the Board to maintain the Property in substantially the same condition and manner as on the date of First Closing until expiration of the Initial Control Period.

E. If Purchaser is or becomes the tenant or the occupant of the Unit before the Closing of title thereto pursuant to an Interim Lease and, before such Closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage to his/her personal belongings and any other property not covered by the insurance for the Condominium, unless the cause thereof originated outside of the Unit and did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees, or workmen. Except as set forth in the preceding sentence, all other risk of loss or damage prior to Closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the same.

The Sponsor shall be notified by the Board of damages within fifteen (15) days of the damage and will make a determination whether or not to repair the damage within fifteen (15) days thereafter, at which point it will notify Purchaser. If Sponsor or (in the event the Declaration is filed) the Board does not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the Purchaser will be refunded all monies paid to Sponsor with any interest earned thereon.

If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been repaired in compliance with the offering Plan and the repairs done with equal quality or in better condition than immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the tenant to cure or that are caused by the act or omission of the tenant. Sponsor will remove subsequent to Closing all violations of record it is obligated to correct. Additionally, if Sponsor elects to repair or replace the loss or damage, and the Purchase Agreement is contingent on the Purchaser obtaining financing, if, after making a good faith effort to extend the term of the commitment to enable Sponsor to repair the damage, an extension is not obtained, the Purchaser will be offered a right of rescission. Any work required to be completed in order to repair the damage or otherwise complete construction on the Building shall as best as possible not interfere with the Purchasers' or Unit Owners' use and shall, whenever practicable, be performed during workday hours.

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

G. In the event of dissolution or liquidation of the Sponsor or a bulk sale, which is defined as the transfer of ten or more Units or twenty percent (20%) or more of the total number of Units in the Condominium, whichever is less, to one Purchaser who will not use the Units for personal occupancy, the Principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those units under the offering Plan, applicable laws or regulations.

S. CONTROL BY SPONSOR

1. Board Control.

A. Prior to the First Closing. Until the First Closing, Sponsor will have voting control over the Board of Managers. Sponsor shall designate the initial Board.

B. After the First Closing. As provided in the By-Laws, Sponsor will have voting control over the Board of Managers for five (5) years after the First Closing or until Sponsor owns less than 25% of the total Units, whichever is sooner ("Initial Control Period"). During this period, Sponsor shall designate Majority of the Board Members and shall have the same right to vote as all other Unit Owners.

Within four (4) months of the First Closing, a meeting will be held to elect a new Board consisting of five (5) Members. At such time, Sponsor shall designate three (3) Board members and the Unit Owners, including Sponsor so long as Sponsor owns Unsold Units, shall elect the remaining two (2) members. The term of office for these two seats on the Board shall continue for one (1) year.

C. Expiration of Initial Control Period. Within thirty (30) days of the expiration of the Initial Control Period, Sponsor shall call a meeting to elect a new Board consisting of five (5) members. At such time, all Unit Owners, including Sponsor, so long as Sponsor still holds Unsold Units, may nominate and vote for Board members. In addition, Sponsor may appoint a nominee to one of the seats on the Board so long as Sponsor owns at least one Unsold Unit. Sponsor may relinquish control at any time prior to the expiration of the Initial Control Period by calling a special meeting of Unit Owners to elect a new Board. The By-laws do not include a provision requiring a Majority of the Board be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals after the Initial Control Period. Purchasers for their own occupancy may never gain effective control of the Board of Managers. Owner occupants and non-resident owners may have inherent conflicts on the management of the condominium.

2. Voting Control. Since Sponsor is retaining the unconditional right to rent Units after the consummation of the Plan and there is no obligation to sell more than the 20% required by the Preferred Lender to fund a mortgage loan in this Building, Sponsor may retain ownership of Majority of the Units in this Plan. Thus, it is possible the Sponsor will retain voting control of decisions which require a vote of Unit Owners even after Sponsor relinquishes control of the Board.

3. Veto Control

A. Right to Veto. For five (5) years after the First Closing or until the Unsold Units constitute less than twenty-five percent (25%) of the total Common Interest, whichever is sooner, the Board must obtain Sponsor's prior written approval with regard to the below items. During this time, Sponsor may veto these actions.

(i) Raise Common Charges or levy a Special Assessment to:

a. make an alteration to the Common Elements;

b. create an additional reserve fund for repairs, alterations, unanticipated expenses and/or contingencies which exceed 5% of the projected common expenses for the budget year;
c. increase, decrease, eliminate or otherwise change the number, type, classification or working hours of the building's service staff (if any), or to hire additional service staff.
d. increase, decrease, or eliminate building services;
e. increase, decrease, eliminate or otherwise change the amounts or types of insurance coverage from the coverages existing on the date of the First Closing.

(ii) Borrow money on behalf of the Condominium Association.

B. Limitations on Veto Control. Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required: (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; (iii) to remedy any work order by an insurer; or (iv) to remedy any immediately hazardous condition which affects the health and/or safety of the occupants.

4. Document Control. For five (5) years after the First Closing or until the Unsold Units constitute less than twenty-five percent (25%) of the total Units, whichever is sooner, the Declaration, By-Laws and Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or its designee without the prior written consent of every Unit Owner affected by such amendment, including Sponsor or its designee.

5. Control Limitation. Any provision that gives Sponsor control of the enforcement of Sponsor's obligations is not lawful. If there are non-Sponsor controlled Board Members and there is a vote on whether to sue the Sponsor, Sponsor's Board representatives cannot vote on that issue.

T. BOARD OF MANAGERS

This section describes how the affairs of the Condominium will be governed and restates certain portions of the By-Laws and Declaration, included in full as Documents 6 and 7 in Part II of the Plan. Purchasers should review said documents carefully.

1. Composition and Eligibility of Board Members. The affairs of the Condominium will be governed by the Condominium Board which shall be comprised of five (5) members, each having one (1) vote. However, until the first meeting, the Board is anticipated to be comprised of the principal of the Sponsor only, David Rivlin. The By-laws do not include a provision requiring that Majority of Board members be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Board may serve. Any person over 18 may serve on the Board. No member of the Board shall be compensated for acting as such.

2. Board's Fiduciary Responsibility. The Board has a fiduciary duty to act in the best interest of the Condominium, even during the Initial Control Period when the Sponsor is in control of the Board. During this time in capacity as the Board of Managers, Sponsor and its principals will act in the best interests of the Condominium and will not engage in sweetheart deals. Any provision that gives Sponsor control of the enforcement of Sponsor's obligations is not lawful. If there are non-sponsor controlled Board members and there is a vote on whether to sue the Sponsor, Sponsor's Board representatives cannot vote on that issue. Because Sponsor might not enforce the obligations of Sponsor under the Plan or as otherwise required by law during the Initial Control Period, (as a result of the Sponsor's control thereof), the Unit Owners may have to undertake enforcement of the obligations of Sponsor. The Board agrees that it will enforce such obligations pursuant to a resolution passed by a Majority of the Unit Owners, excluding Sponsor, at a special meeting called for such purpose. Any dispute between the Board and the Unit Owners will be resolved through arbitration in accordance with article 10 of the Bylaws.

3. Meetings. As stated in the Bylaws, Board members shall elected annually by plurality of Unit Owners' votes at a meeting called for such purpose at which a quorum is present.

A. First Meeting. The first meeting to elect Board members is projected to be in April 2022 which is four (4) months after the First Closing. At this meeting, Sponsor shall designate three Board members and the Unit Owners shall elect the remaining members. The term of office of each elected member of the Board shall continue for one (1) year with elections held annually.

B. Annual Meetings. Unit Owners shall hold annual meetings on or about the anniversary of the first meeting and every anniversary thereafter. At each annual meeting, the Unit Owners shall conduct such business as may properly be conducted. When desirable, meetings (including the first meeting) may be held via teleconference upon consent of all Unit Owners.

C. Special Meetings. Special meetings of Unit Owners may be held from time to time whenever necessary for the affairs of the Condominium. The Board shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Board or upon receipt of a petition calling for such a meeting signed by a Unit Owner. Each such resolution or petition shall set

forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

D. Quorum. Pursuant to section 4 of the Bylaws, the presence, in person or by proxy, of a Majority of all Unit Owners shall constitute a quorum at all meetings of Unit Owners, and unless otherwise provided, the decision of a Majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all of the Unit Owners.

E. Voting. When votes of the Unit Owners are required (to elect Board members and otherwise), each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own at least one (1) Unit) shall be entitled to cast one (1) vote for each Unit owned. If two (2) or more Persons own a Unit, they shall designate one Person amongst them to vote on behalf of their Unit in a writing given to the Board, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually exercise the vote appurtenant to such Unit under one ballot without division, and the concurrence of all Persons shall be conclusively presumed if any one of them purports to exercise such vote without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote appurtenant to such Unit shall be counted solely for the purpose of determining whether the required attendance is present to establish a quorum.

F. Board Member Meetings. Board meetings shall be held at least annually on or about the anniversary of the date of the first unit owners meeting, and as often as necessary to govern the affairs of the Condominium. After the first board meeting, board meetings may be in person or via teleconference. Any member of the Board may call a special meeting of the Board whenever he or she deems the same to be necessary or desirable. A quorum for Board meetings is Majority of the Board members. All decisions or acts requiring a vote, resolution, approval, agreement or consent of the Board of Managers must be made by the affirmative vote, approval, resolution, agreement, or consent of a majority of the Board Members at which a quorum is present.

4. Removal and Vacancy of Board Members.

A. Removal. At any regular or special meeting of Unit Owners, any one or more of the members of the Board may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created, provided notice of such proposed removal was given to the Board member and was specified in the notice of the meeting. Any member of the Board whose removal has been proposed shall be given an opportunity to be heard at the meeting. Any member of the Board whose removal has been proposed shall be given an opportunity to be heard at the meeting. Regardless of whether a Sponsor's appointee to the Board is removed by the Sponsor, its designee or the other unit owners or board members, only Sponsor or its designee shall have the right to designate a replacement for such appointee.

B. Withdrawal. Any board member may voluntarily withdraw his or her position as board member by sending written notice to the other board members. In said case, the withdrawal will be effective immediately and the withdrawing member may appoint someone to serve in his or her place. In the event the withdrawing member does not appoint anyone within five (5) business days by a writing to the board, the other board members may elect amongst themselves someone to fill the vacancy. Notwithstanding the foregoing (except in accordance with the first election after the First Closing), if

a Sponsor-appointed board member withdraws, only Sponsor or its designee shall have the right to designate a replacement for such Sponsor-appointee.

5. Officers of the Condominium. Officers shall consist of President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. Officers shall serve without compensation from the Condominium. All officers must be members of the Board. Any officer may be removed, without cause, by vote of a Majority of the Board at a meeting called for such purpose.

6. Liability of the Condominium Board and the Unit Owners. The Board has a fiduciary duty to act in the best interests of the Condominium. The Board members will have no liability to Unit Owners for errors of judgment, negligence, or otherwise, except that individual members will be liable for their own bad faith, willful misconduct or gross negligence. Every contract made by the Board, by any Condominium officer, or any superintendent or Managing Agent of the Building, shall state (if obtainable) that (a) it is made only as agent for all Unit Owners, and the members of the Board or such officer, superintendent, or Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners), and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and (ii) such Unit Owner's interest in his or her Unit and its Appurtenant Interest, unless otherwise provided by law.

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

7. Powers and Duties of the Board. The Board shall have the powers and duties necessary for administration of the affairs of the Condominium (subject to the limitations set forth in the By-Laws), including, without limitation, the following:

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

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

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

D. Budget: to prepare and adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same;

E. Common Charges: to determine amounts and establish the means and methods of payment of, and to collect, Common Charges and Special Assessments from Unit Owners, and to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses; (b) the making of restorations, additions, alterations and improvements to the Common Elements and (c) creation of contingency and/or reserve funds;

F. Loans: to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) with respect to the borrowing of any sum in excess of $25,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years) in addition to the affirmative consent of a Majority of the members of the Board, the affirmative consent of a Majority of all Unit Owners (including Sponsor if Sponsor owns at least one unit) at a duly constituted Unit Owners meeting shall be required and if approved, the Board may, in its discretion, assess each Unit Owner the pro rata share of the cost of the additions, alterations, or improvements according to the Common Interest, as part of Common Charges; (b) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (c) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Board pursuant to this subparagraph (vi) shall not be repaid by the Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit;

G. Bank Accounts: to open and maintain bank accounts on behalf of the Condominium and to designate the required signatories;

H. Insurance: to obtain insurance for the Property, including the Units, pursuant to the terms of the By-laws;

I. Claims: to adjust and settle claims under insurance policies obtained pursuant to the terms of the By-Laws, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

J. Contracts: to make, or contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after

damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, in accordance with Bylaws;

K. Acquire Units: to accept the surrender of any Unit pursuant to the Bylaws, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners, or to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners, or to purchase Units at foreclosure or other judicial sales, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners provided, however, that all Units acquired or leased by the Board or its designee shall be held on behalf of all Unit Owners and any rent, purchase price, Closing costs and Closing adjustments payable in connection therewith shall be assessed against all Unit Owners as a Common Expense, and that no Units held by the Board or its designee shall carry voting rights;

L. Sell Units: to sell, lease, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to exercise the votes appurtenant to any such Unit;

M. Rules and Regulations: to adopt and amend the Rules and Regulations and to levy and collect fines against Unit Owners for violations of the same;

N. Enforce Condominium Documents: to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners;

O. Incorporate: to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and by-laws;

P. Create Entities: to organize corporations to act as the designees of the Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a residential condominium;

Q. Execute Documents: to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, renovation, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Board deems necessary or appropriate; and to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or By-Laws, whenever, in the Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the same;

R. Review Real Estate Assessments: to review, appeal and file anything necessary for obtaining a reduction in the tax assessment and will file such documents on behalf of all of the Unit Owners until such time as the Units have been separately assessed;

S. All Other Duties: to carry out any other duties imposed upon the Board pursuant to the Declaration and the By-Laws.

T. Amendments to the Condominium Documents. Unless otherwise noted in the Condominium Documents, any provision of the Declaration or the By-Laws, may be amended, modified, added to or deleted in accordance with the Plan and 13 N.Y.C.R.R. § 20.3 (k) by the affirmative vote of 66 2/3 of the Units in Common Interest, taken in accordance with Article 4 of the By-Laws subject to certain exceptions and provided that any required consent of the Mortgage Representatives is obtained. However, this section regarding the procedure and requirements to amend the Plan may only be amended with unanimous consent of all Unit Owners. The Board shall have the right to amend, modify, add to or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by the vote of 75% of the Unit Owners.

Until the earlier of five (5) years after the First Closing or until Sponsor owns less than 25% of the Units, the Declaration, By-Laws and Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or its designee without the prior written consent of every Unit Owner affected by such amendment, including Sponsor or its designee.

Notwithstanding the foregoing, any amendment which affects only Unsold Units may be made by Sponsor, without the consent or approval of the Board or any other Unit Owner, subject to section K of this Plan. In such event, Sponsor may sign any required document in connection therewith on behalf of the Board.

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

1. Sales and Leases of Units

A. No Discrimination. Each Unit Owner may sell or lease his or her Unit without limitation except that no Unit Owner may discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or any other grounds prohibited by law. Any lease terms, including rent, shall be subject to state and local law. The Board does not have a right of first refusal.

B. No Severance of Ownership. Each conveyance of a Unit shall include, as part of the property to be conveyed, such Unit Owner's (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) an undivided interest in any other assets of the Condominium.

C. No Arrears. Title to a Unit may not be conveyed unless all unpaid Common Charges and liens against the Unit, except Permitted Mortgages, are paid and satisfied at or prior to Closing. At the time of acquisition of a Unit and as a condition thereof, the new Unit Owner shall be required to execute, acknowledge and deliver a Unit Owner's Power of Attorney in favor of the Board and Sponsor, in accordance with the Declaration.

D. Sale Voidable. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Board.

2. Mortgages of Units

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

(i) no Unit Owner shall be permitted to mortgage, pledge or hypothecate his Unit unless and until he shall have paid in full to the Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens;

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

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

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

B. Sponsor's rights. Sponsor or its designee, as the owner of Unsold Units, shall have the right to mortgage the Unsold Units subject only to provision (ii) above, and subject to all other applicable law and regulations.

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

A. Commencement of Collection.

(i) The Board will commence collection of Common Charges upon the Closing of Title to the first Unit provided the Sponsor has not exercised its option to pay all expenses of operation of the Property in lieu of Common Charges.

(ii) Sponsor may, in its sole discretion, elect to pay the expenses of the Building in lieu of collecting Common Charges. During any such delay, Sponsor will timely pay all expenses of the Condominium, including but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner's expenses such as real estate taxes or utility charges. Upon commencement of collection of Common Charges, there will not be any assessment for any item in the approved budget for the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as required by governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the Notice of Closing to Purchasers and in the post-closing amendment to the offering Plan. Such amendment shall also disclose the anticipated period of delay. Sponsor will notify all unit owners in writing of the expiration of the delay period at least thirty (30) days prior to the commencement of collection of common charges and will disclose such fact in the following amendment to the offering Plan.

B. Budget. The Board will prepare and distribute to all Unit Owners, at least annually, a budget setting forth its projection of the Common Expenses for the upcoming fiscal year of the Condominium.

(i) Such Common Expenses will include, among other things:

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

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

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

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

(ii) Determination of Common Charges. Based upon such budget, the Board will promptly determine and advise each Unit Owner of the Common Charges payable by such Unit Owner during the ensuing fiscal year, which Common Charges shall represent a portion of the projected Common Expenses of the Condominium assessed to such Unit Owner pro-rated according to the Common Interest of his or her Unit. The Board has the right to allocate certain budgeted items on a special basis which reflects actual benefit and/or use associated with that particular item of expense or exclusive control of the particular Common Elements, pursuant to N.Y. Real Property Law (RPL) Section 339-m (2).

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

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

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

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

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

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

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

F. Assessments. In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board shall have the right, subject, in all respects, to the strictures contained in Section 2.4 of the By-Laws, to levy Special Assessments to meet the Common Expenses. All Special Assessments may be payable either in one lump sum or in installments, as the Board shall determine, provided, however that the Board shall give each Unit Owner not less than thirty (30) days' notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges. Special Assessments shall be levied against all Unit Owners in proportion to their respective Common Interests as follows:

(i) assessment or increase in Common Charges to repair or maintain the Common Elements shall be levied against all Units proportionately in accordance with the percentage of Common Interest;

(ii) assessment or increase in Common Charges to improve the Common Elements, which only benefit specific Units shall be levied against the Units so benefitting proportionately in accordance with the percentage of Common Interest.

G. Board’s Lien for Unpaid Common Charges.

(i) Lien for Unpaid Common Charges. Under the provision of Section 339-z of the Real Property Law, and Article 6 of the By-Laws, the Board will have a lien, on behalf of all Unit Owners, on each Unit for unpaid Common Charges and expenses assessed

against such Unit together with interest and costs thereon. All such liens, however, will be subordinate, to the extent required by applicable law, to any liens for real estate taxes and assessments on such Unit.

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

(iii) Lien during Initial Control Period. In accordance with Section 339-aa of the Real Property Law, during the Initial Control Period, Sponsor will cause the Board to file a lien on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges.

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

(i) For purposes of this section, "non-occupying owner" means a Condominium Unit Owner who does not occupy the dwelling Unit.

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

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

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

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

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

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

I. Reports to Unit Owners. All Unit Owners will receive copies of an annual report of the Condominium including a balance sheet and profit and loss statement certified by a certified public accountant (as long as Sponsor is in control of the Board), a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the Annual Unit Owners' meeting. In addition, it is the obligation of the Board to give all Unit Owners annually a copy of the proposed annual budget of the condominium at least ten (10) days prior to the date set for the adoption of such budget.

4. Capital Reserves. The Board has the power to accumulate reserve funds for capital replacements or other purposes to meet the needs of the Condominium in accordance with the Declaration and By-Laws. There are no restrictions on these powers.

5. Repair and Maintenance Of Units and Common Elements

A. Maintenance.

(i) First Class Condition. Each Unit and all portions of the Common Elements shall be kept in first-class (same as new, excepting normal wear and tear) condition, order and repair (and free of snow, ice and accumulation of water with respect to any terrace, patio, roof or other part of the Property exposes to the elements) by the Unit Owner or the Board, whichever is responsible for the maintenance thereof, and such Unit Owner or the Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work that is necessary in connection therewith. In the event that any Unit Owner fails to keep his or her Unit in such condition, the Board may, at the expense of such Unit Owner, enter his or her Unit to perform such acts as are necessary to cure such default.

(ii) Responsibility for Maintenance and Repairs. Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary: (a) in or to any Unit or Limited Common Element or any part thereof (including, but not limited to, the interior walls, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors (entrance and terrace or patio, if any) and their frames and saddles, plumbing, gas and heating fixtures) shall be performed by the Owner of such Unit at his sole cost and expense; and (b) in or to the Common Elements which are not covered in subsection (a) shall be performed by the Board as a Common Expense.

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

B. Repair or Restoration After Fire or Other Casualty. Except as set forth in the next paragraph, in the event that the Building or any Common Elements is damaged or destroyed by fire or other casualty, the Board will arrange for the prompt repair and restoration thereof.

(i) Insufficient Insurance Proceeds for Building or Common Element Repair. If the insurance proceeds are insufficient to cover the cost of repairs or restorations of the Building or any Common Elements thereof, the Board may assess all Unit Owners for such deficit as a Common Expense. Any surplus insurance proceeds shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there has first been paid, out of his share of such funds, such amounts as may be necessary to reduce unpaid liens on his Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

(ii) Insufficient Insurance Proceeds for Unit Repair. If a Unit is damaged by casualty and the proceeds of insurance obtained by the Board are not sufficient to cover the repair of the Unit, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Building will be an expense of the individual Unit Owner. In order to protect himself against the possibility of such an expense, the Unit Owner should obtain additional fire insurance coverage above and beyond that coverage maintained by the Board.

(iii) Substantial Damage. If seventy-five (75%) percent or more of the Building is destroyed or substantially damaged and if all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of the resulting sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in accordance with the factors set out in the Condominium Act Section 339-i(1)(iv), which is based on floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the unit, the availability of Common Elements for exclusive or shared use, and overall dimensions of the particular Unit and the fair market value of such Unit. In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. No payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens. If Sponsor or its designee is then a Unit Owner, it will have the right to vote at any meeting of Unit Owners called for the purpose of deciding whether or not to proceed with the restoration or repair of the Building.

6. Alterations and Improvements

A. Units.

(i) Unit Owner's Rights. Each Unit Owner shall have the right to:

(a) make alterations, additions, or improvements in the interior of his Unit, including subdivision thereof or combination of two adjacent Units;

(b) make alterations, additions, or improvements to any part of the Property allocated to his Unit; and/or

(c) change the layout of his Unit;

(ii) Limitation of Unit Owner's Rights. With respect to any such alteration, addition, improvement or change in, to, of or upon a Unit listed above:

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

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

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

(d) such alteration, addition, improvement or change shall not commence until the final certificate of occupancy for the Building is procured.

(iii) Procedure. In the event that any Unit Owner other than Sponsor wishes to make any modifications to its Unit or Limited Common Elements allocated to its Unit in accordance with the forgoing, such Unit Owner shall apply to the Board for approval. The Board must respond within fifteen (15) days from receiving notice from the Unit Owner. The Board's failure to timely respond shall be deemed a waiver of its right to reject the proposed modifications. In connection therewith, the Board, on behalf of the Unit Owner, shall execute any applications to any departments or to any governmental agencies having jurisdiction thereof, for any and all permits required in connection the making of alterations, additions, improvements, or repairs in or to a Unit. Notwithstanding the foregoing, no Board approval shall be required for work that is cosmetic in nature and for which no permit is required (painting, changing floors, changing appliances, removing non-load bearing walls with no mechanical or plumbing fixtures contained therein, etc.).

(iv) Result of Subdivision or Merger. In the event that any Unit is subdivided, the resultant Units shall jointly exercise and share the vote allocated to the original Unit. The percentage of Common Interest allocated to the original Unit shall be divided proportionately between the resultant Units. In the event any Units are merged, the resultant Unit shall enjoy the number of votes originally allocated to the original Units.

The percentage of Common Interest allocated to the original Units shall be aggregated and assigned to the resultant Unit.

(v) Sponsor's Rights. Sponsor or its designee as respective Unit Owners shall have the right, without the approval of the Board, the Selling Agent, the Managing Agent, other Unit Owners, or representatives of holders of mortgages on Units to (a) make alterations, additions, improvements, or repairs in or to any Unsold Unit(s) or Limited Common Elements allocated thereto, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (b) to subdivide, combine and change the boundary walls of Unsold Units.

(a) Limitation on Sponsor's Rights. No change will be made in the size or number of Units and/or their respective percentages of Common Interest except by amendment to the Plan and, when applicable, the Declaration. In addition, substitutions of equipment or materials must be of Equal or Better quality and design. Material changes to a Unit's size, layout, or percentage of Common Interest must be consented to by affected Unit Owners and Purchasers who are not in default.

(b) Board's Obligation to Execute. At the request of Sponsor, its designee or the Unit Owner, the Board will execute any application or other documents required to be filed with any governmental authority having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair proposed to be made by Sponsor or Unit Owner, at which time Sponsor or Unit Owner shall execute an agreement to indemnify and hold harmless the Board and the Unit Owners from any expense or liability by virtue of the execution of the application or such other documents.

B. Common Elements. Generally, all alterations, additions, or improvements in or to the Common Elements will be made by the Board and the cost and expense thereof will be charged to Unit Owners as a Common Expense. Except as otherwise provided in the Bylaws, no Unit Owner may make any alteration, addition, improvement, or repair in or to the Common Elements. No material change will be made by Sponsor in the size or quality of Common Elements, except by amendment to the Plan and, when applicable, the Declaration. Unless all Unit Owners and Purchasers consent, Sponsor may not make any material change in the size nor any material adverse change in the quality of Common Elements.

7. Insurance Coverage

A. Coverage Provided.

(i) Property/Fire Insurance. The Board shall maintain fire insurance policies insuring the Building (including all Units, kitchen and bathroom fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, or other personal property supplied or installed by the Unit Owners or tenants of Unit Owners), and covering the interests of the Condominium, the Board, the Unit Owners and the holders of all Permitted

Mortgages, as their replacement value of the Building (exclusive of excavation and foundations), without deduction for depreciation.

(i) Public Liability. Until the first meeting of the Board elected by Unit Owners, the public liability insurance will be $1,000,000.00 per occurrence or $2,000,000.00 aggregate covering all claims for personal injury or property damage in respect of any one occurrence, and the fire insurance will be at least in the amount set forth in Schedule B. The Board shall review such limits annually. Such public liability insurance will also cover cross-liability claims of one insurer against another, and liability claims for personal and advertising injury and products/completed operations. However, such insurance will not cover individual liability of a Unit Owner arising from any occurrence within the Unit. It will also cover claims against directors and officers of the Board acting in their capacity as such.

(ii) Form of Insurance. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the loss proceeds, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear; subject, however, to the loss payment provisions in favor of the Board and the Insurance Trustee as set forth below. The cost of all such insurance shall be paid by the Board and shall be borne by the Unit Owners as part of the Common Charges. All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance or on invalidity arising from any acts of the insured and of pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' written notice to all of the insured, including Unit Owners, the Board of Managers and Permitted Mortgagees. Each Unit Owner shall be named as an additional insured on all such policies. 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 Permitted Mortgagees ten (10) days prior to expiration of the then current policies, and Unit Owner shall receive a certificate of such insurance.

B. Proceeds. The proceeds of all such policies of physical damage insurance shall be payable to the Board or Insurance Trustee, if one is so appointed. Such proceeds shall be applied for the purpose of repairing, restoring or rebuilding the Building, unless otherwise determined by Unit Owners. In no event shall such proceeds be paid to the holder of any mortgage placed by a Unit Owner on his or her Unit unless, in accordance with the By-Laws, there shall be a determination not to rebuild the Building.

C. Additional Condominium Insurance Available. The following coverages are not included in the premium and may be available at extra cost: rent insurance in an amount equal to the Common Charges for one (1) year; workers' compensation and New York State disability benefits insurance, in the event the Board hires any employees; elevator liability and collision insurance (if an elevator is present); hazard insurance; boiler and machinery; excess liability; auto liability. In order to safeguard the investment of its Unit Owners in the event of a substantial or total destruction of the Building, the Board should periodically review the amount of casualty insurance for the Building to ensure that the amount of coverage equals the Building's then replacement cost. Any insurance maintained by the Board may provide for such deductible amounts as the Board may determine. The cost of all such

insurance shall be paid by the Board and shall be borne by all Unit Owners as part of the Common Charges.

D. Additional Unit Owner Insurance. This coverage does not include claims for damage to interior of Units. In addition, if a Unit is damaged by casualty and the insurance proceeds provided under the Condominium's master insurance policy are insufficient to cover the repair of the Unit, the amount necessary to restore the Unit exceeding the insurance proceeds will be the individual Unit Owner's expense. As such, Unit Owners must obtain and maintain an HO6 insurance policy, effective as of the date of Closing, to cover fire or casualty losses to the interior of his or her Unit. In addition, the coverage under the master insurance policy does not include claims for personal injury or property damage occurring within a Unit. Unit Owners should therefore also consider the desirability of obtaining at his or her own cost: (a) additional fire insurance coverage above and beyond the coverage maintained by the Board or the HO6 policy; and (b) additional insurance cost under the HO6 policy covering post-closing improvements, replacements or upgrades within the Unit, personal property, and liability for personal injury as a result of occurrences in the Unit. In the event of a loss, the claim is made payable to the named insured (the Board). Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided such policies contain waivers of subrogation and provided, further, that the liability of the carriers issuing insurance procured by the Board shall not be affected or diminished by reason of any Unit Owner's other insurance.

8. Restrictions on the Use of Units. As more fully set forth in the Declaration and By-Laws, each Unit may be used in accordance with local law and zoning regulations and the Certificate of Occupancy.

The Board reserves the right to levy an annual fee on any Unit Owner harboring a permitted pet. In no event shall any bird, reptile, or animal be permitted in any public area of the Building or in any of the public portions of the Building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, patios, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building There are no aesthetic controls in the Building. The Units and Common Elements are limited to residential use and no business or professional use may be carried on in the Units. Such limitations are more restrictive than those applicable to the Sponsor. So long as Sponsor owns at least one Unsold Unit, Sponsor may, without obtaining the consent of the Board or other Unit Owners, use any one or more of such Unsold Units as model units and sales and/or promotion offices in connection with the sale of the Unsold Units or for any other purpose, subject only to compliance with current laws, statutes or regulations.

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

Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will

result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any law. No waste shall be committed in the Common Elements.

No nuisance, or immoral, improper, offensive, or unlawful use, as determined by the Board in its sole discretion, shall be allowed in the Building or any portion thereof. Any question as to whether a use is a nuisance, immoral, improper, offensive, or unlawful shall be determined by the Board in its sole discretion. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Board, whomever shall have the obligation to maintain or repair such portion of the Property. The Rules and Regulations of the Condominium, which govern the use of all of the Units, may be amended from time to time by the Board, provided that copies of such amendments are furnished to each Unit Owner at least thirty (30) days prior to the time that they become effective. For further discussion, see the "Addendum to the By-Laws - Rules and Regulations" attached as part of Document No. 7 in Part II of the Plan.

Smoking and/or use of electronic cigarettes is prohibited in all indoor and outdoor Common Element areas on the property including in front of the Building. This policy shall apply to all Unit Owners and tenants and their respective invitees as well as other persons on the premises.

Nothing shall be done in any Unit or in, on or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed except in accordance with the By-Laws.

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

9. Rights of Access. As more fully set forth in the Bylaws, the Board, and the Managing Agent, superintendent and other persons authorized by the Board, will have a right of access to any Unit for the purposes, among others, of making inspection of, or removing violations of governmental laws or regulations against any part of the Property, curing defaults committed by the owner of such Unit under the Condominium Documents, or correcting conditions originating in any Unit and threatening another Unit or any Common Element. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan. The right of access is subject to the rights of existing tenants and other occupants of Unsold Units, on not less than two (2) days' prior notice to the Owner of the Unit to which access is required, except in cases of Emergency, when such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

10. Self-Help. In the event that any Unit Owner fails to maintain or repair parts of the Building required to be maintained or repaired by such Unit Owner, or in the event of any breach of the Condominium Documents, then, as set forth in Article 9 of the By-Laws, the Board shall have certain

rights, subject to all applicable laws and regulations, to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

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

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

13. Arbitration. In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium (including disputes arising under the Housing Merchant Implied Warranty which may be brought by suit in court) or the Purchase Agreement, or to break any deadlock in voting, the dispute or question shall be submitted to arbitration through the American Arbitration Association ("AAA"), which will give any party the rights he is entitled to under New York law. The arbitration proceeding will follow the rules of the AAA. The arbitrator will be neutral and independent of Sponsor and its principal and will be designated by the AAA. The hearing will take place in the county where the Building is located. The parties to the purchase agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment and said decision shall be final and binding. A party's ability to have a court reverse or modify an arbitration award is very limited. The ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings. The arbitrators may not have to explain the reason for their award. Unlike litigation, New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings. The fees, costs and expenses of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his or her own counsel and expert witnesses.

14. Termination of Condominium; Partition of Common Elements: The Condominium shall continue (unless terminated by casualty loss, condemnation, or eminent domain as provided by the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so by at least eighty percent (80%) of the vote, taken in accordance with the By-Laws. In addition, written consent of Mortgage Representatives, if any, shall be required before

such vote is effective. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale resulting therefrom shall be divided among all Unit Owners in accordance with the value of each of the Units. If there is a dispute, the issue shall be presented for arbitration in accordance with the By-Laws. Before paying any of the proceeds to a Unit Owner, the shares of such proceeds payable to such Unit Owner shall first be applied to the payment of any liens on his or her Unit, in the order of priority of such liens.

V. REAL ESTATE TAXES

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

2. No Separate Assessment before the First Closing. In the event that the Units are not separately assessed at the time of the Closing, the following procedure will be applicable:

A. Sponsor shall place in escrow in the name of the Board an amount equal to the real estate taxes which will be levied against the Property for the six (6) month period following the First Closing. Sponsor will collect at each Unit Closing the estimated amount of taxes attributable to such Unit for that period and authorize reimbursement from the Escrow Agent for said amount. The amount in the Escrow Account will be disclosed in the post-closing amendment. The Board will pay the taxes from the Escrow Account when taxes are due and payable and the funder of the Escrow Account will be entitled to reimbursement from Unit Owners to the extent of the actual assessment.

B. To the extent that the taxes have been paid by the Condominium for the initial period, there will be an adjustment made at the time of the Closing in the amount of prepaid taxes with respect to this Unit, which will be based on the percentage Common Interest allocated to the Unit.

C. The Unit Owner will be required to pay the entire amount of tax allocated to his Unit at the time that the Board is required to make its real estate tax payment to the City of New York. The allocation for taxes will be based on the Unit's percentage of Common Interest.

3. Real Estate Tax Estimates. The real estate tax estimates set forth in Schedule A are based on a letter from Sponsor's expert, Metropolitan Realty Exemptions, 381 South 5th Street, Brooklyn, NY 11211 dated January 4, 2022. Sponsor's expert has been involved in the review of property tax assessments in the metropolitan New York City area for over ten (10) years and has filed applications and petitions for reductions in such tax assessments in New York City.

Construction of the project is substantially completed and the first year of operations is projected to begin on April 1, 2022. It is expected the Building will be reassessed for its post-completion valuation in January 2022. Therefore, the projected real estate taxes for the first year of operation contained in Schedule A are based on an assessment of the Building before construction is complete. The amount is calculated based on the initial assessed valuation of $1,375,635 for three (3) months (April through June) and the post construction assessed valuation of $3,933,333 for nine (9) months (July – March) which results in taxes as follows:

'21/'22 Tax Year: ($1,375,635 x .12235) /12 months * 3 months =	$ 42,077
'22/'23 Tax Year: ($3,933,333 x .12235) / 12 months * 9 months =	$360,933
Total Assessed Valuation 1st Year:	$3,293,909
Total Taxes 1st Year:	$403,010

Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete.

The assessed valuation for the building after construction is complete is projected to be approximately $3,933,333, resulting in taxes of approximately $481,243 based on a tax rate of $12.235 per One Hundred Dollars of assessed valuation. See Footnote D to Schedule A for more information regarding the projected assessed valuation after completion of construction.

See Schedule A for the estimated real estate taxes for the units for the first year of condominium operation. Since actual figures are not currently available, the figures set forth in Schedule A are based on estimated data. THERE IS NO ASSURANCE THAT THE TAXING AUTHORITY WILL ASSESS THE MINIMUM TAX PAYABLE WITH RESPECT TO THE UNITS, IF ANY, IN PROPORTION TO EACH UNIT'S COMMON INTEREST (AND IF NOT SO ASSESSED, UNITS HAVING THE SAME COMMON INTEREST MAY PAY DIFFERENT REAL ESTATE TAXES).

3. Determination of Real Estate Taxes. Estimated real estate tax assessments are determined using various factors including sales price, square footage, location of the Unit, availability of Limited Common Elements and/or access to Common Elements. No assurances can be given that the taxing authorities will assess the Building and allocate the assessments in the same manner and the actual assessments may not be in the same proportion as the Common Interests set forth in Schedule A. As of the date of submission, no tax certiorari proceedings are pending on the Property.

5. Review of Real Estate Assessments. In accordance with Section 5.11 of the Bylaws, the Board will be responsible for reviewing, appealing and filing any documents necessary for obtaining a reduction in the tax assessment and will file such documents on behalf of all of the Unit Owners. Such Unit Owners shall execute any documents required for such filing. After the Units have been separately assessed, tax review for each Unit will be the responsibility of the Unit Owner.

PURCHASERS ARE ADVISED TO CONSULT WITH THEIR OWN PRIVATE COUNSEL OR EXPERT REGARDING THE TAX CONSEQUENSES OF PURCHASING A CONDOMINIUM UNIT.

6. Condominium Income Tax. Pursuant to Section 528 of the Internal Revenue Code, the Board may, if qualified, elect to exclude from income the Common Charges payable by Unit Owners. This exemption is available to the Board only if:

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

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

(iii) 85% or more of the total square footage of all Units within the Condominium must be used by individuals for residential purposes;

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

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

6. Personal Income Tax. A Unit Owner who itemizes deductions will be entitled to deduct, for Federal income tax purposes, real estate taxes assessed against his Unit as well as interest on any mortgage indebtedness secured by his Unit. These expenses will be deductible when paid or accrued in accordance with the Unit Owner's method of accounting. Under the Tax Cuts and Jobs Act of 2017, the amount of all state and local taxes able to be deducted, including property tax, is limited to $10,000.00 and the mortgage interest deduction is limited to the interest on a mortgage up to $750,000.00 in principal. See Counsel's Income Tax Opinion for a more detailed discussion.

METROPOLITAN
Realty Exemptions

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

January 4, 2022

RE: 10 Quincy Street
Brooklyn, NY
Block & Lot: 1972 - 1

Letter of Opinion regarding proposed real estate tax liabilities for the project located at 10 Quincy Street, Brooklyn, NY

Project Details: 46 Residential Condominium Units

Dear Sir;

You have requested us to advise you with our opinion in respect to determining the projected Annual Assessment and tax liabilities regarding the above captioned real property according to our experiences.

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

1. The subject property is located at 10 Quincy Street, and is known as Block: 1972, Lot 1 with the New York City Department of Finance ("DOF").

2. Prior to commencement of construction the property was a Tax Class 4, Factory Building.

3. Sponsor is proposing to perform construction with a DOB Alteration Type 1 permit to convert the building into forty-six (46) residential condo units.

4. There will be separate condominium tax lots filed with the DOF for each residential unit.

5. The total gross square footage of the residential building will be around 50,000 SF.

6. Based on assessment guidelines, the DOF Surveyor's Office shall class the condominium units as tax class two (2) and thus levy the assessed value ("AV") on a 45% rate of the market value.

DOF Assessment Guidelines

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

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

Real Property tax rates set each year by the City Council are applied to these property values, to determine each homeowner's annual tax liability. The current 2021/22 class 2 tax rate 12.235% of assessed valuation.

Proposed Real Estate Tax Liabilities

We have taken the following factors in account when formulating our opinion: (a) the recent tax assessment history on the property; (b) comparable residential projects in Brooklyn (specifically, in the Clinton Hill & Bedford Stuyvesant neighborhoods) which have been newly constructed; (c) market conditions in the general area; (d) proposed estimate of the cost of construction; (e) calculation of the total floor area of usable space.

Assessments in New York City are made on a fiscal year basis, beginning on July 1st of each year and ending on June 30th the following year. The status of the building on January 5th of each year is the basis of the assessment for the fiscal year beginning that July 1st.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between one year and the next is phased in over a five-year period in equal installments. The five-year phase in does not apply to new construction or other increases due to physical improvements to the property. Increases due to such physical improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation.

We believe there will be a substantial increase in value for 2022/23 as a result of the new construction, and that such increase will be placed on the assessment roll immediately.

However, in future years increases in assessed value will likely result in the taxable assessment being based on a phased-in transition assessment.

Post-Completion Projected Assessed Value and Tax Liability
Considering the aforementioned factors, we are estimating that for the post construction tax year the DOF will set the **Assessed Value at approximately: $3,933,333.**

Assuming the 2021/22 tax rate of 12.235% for tax class 2 (i.e., $12.235 per $100 of AV), **the Projected Tax Liability will be approximately: $481,243.**

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

Blended Taxes for First Year of Condo Operation
The first year of condominium operation will begin on April 1, 2022 and end on March 31, 2023. Taxes for the first year of condominium operation will be as follows:

Estimated Full Tax Liability for the 2021/22 and 2022/23 Tax Years

	Assessed Value	Tax Rate	Real Estate Tax
2021/22 Tax Year	$1,375,635	12.235%	$168,309
2022/23 Tax Year	$3,933,333	12.235%	$481,243

Estimated Taxes First Year of Condominium Operation

	Assessed Value	Tax Rate	Real Estate Tax
25% of year 2021/22	$343,909	12.235%	$42,077
75% of year 2022/23	$2,950,000	12.235%	$360,933
First year of Condominium Operation	$3,293,909		$403,010

Taxes for the first year of condominium operation will be comprised of 25% of the taxes due for the 2021/22 tax year and 75% of the taxes due for the 2022/23 tax year.

Disclaimer
Though the aforesaid estimate of the Actual Assessed Valuation is a good-faith estimate, it is not possible to estimate the same with any degree of certainty. Assessed valuations, when made, may be lesser or greater based on the interpretation of the administrative code and the applicable rules and regulations of the City of New York.

Although we believe our opinions are well-founded, they are not intended, and should not be construed as warranties or guarantees or representations as to future assessed valuations of the property under discussion and we accept no responsibility or liability in the event that the figures or projections set forth herein are incorrect or inaccurate. In no event will this firm, the Sponsor, the Sponsor's counsel or any other person be liable if the assessed valuation, when actually

made, is lesser or greater than estimated above, or if the administrative code and the applicable rules and regulations of the City of New York are changed in the future, or if the facts as represented prove to be untrue.

Sincerely yours,

Martin Joseph
Metropolitan Realty Exemptions, Inc.

W. COUNSEL'S INCOME TAX OPINION

JEFFREY ZWICK
& ASSOCIATES, P.C.
ATTORNEYS AT LAW

266 Broadway, Suite 403, Brooklyn, New York 11211
T (718) 513-2050 F (718) 513-2060

Jeffrey Zwick
jeffrey@jzlegal.com

Daniel Cohen
daniel@jzlegal.com

Hillel Lazarus
hillel@jzlegal.com

Danielle Pistola
danielle@jzlegal.com

Benjamin Stanger
ben@jzlegal.com

Bathsheba Hersko
beth@jzlegal.com

Ilan Lerman
Ilan@jzlegal.com

David Hager
dhager@gmail.com

January 3, 2022

Re: Offering Plan ("Plan") for the Condominium Ownership of the Premises known as 10 Quincy Street, Brooklyn, NY (the "Property")

To Whom It May Concern:

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

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

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

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

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

The percentages of Interest in the Common Elements in this Condominium have been allocated to the Units in accordance with the above factors in compliance with Real Property Law Section 339-i(1)(iv). They were allocated in this manner as each Unit is unique based on its location in the Building. This opinion is based on other factual determinations including consultation with a real estate broker.

I. Tax Deductions for Unit Owners Under the Plan:

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

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

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

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

Accordingly, it is our opinion that a Unit Owner who itemizes deductions will be entitled to deduct, for Federal income tax purposes, real estate taxes assessed against his Unit as well as interest on any mortgage indebtedness secured by his Unit.[1] See Sections 163 (interest) and 164 (taxes) of the Internal Revenue Code of 1986, as amended (the "Code"); Revenue Ruling 64-31, 1964-1 (Part I) Cum. Bull. 300.[2] These expenses will be deductible

---

1 However, the Internal Revenue Code of 1986, as amended, provides that if the Unit Owner has more than two (2) residences, he/she will not be able to deduct his/her interest of his/her condominium unit loan. See section "Taxes: Deductions to Unit Owners and Tax Status of the Condominium."

2 The New York State and City tax laws incorporate by reference Federal itemized deductions in regard to resident individuals (see N.Y. Tax Law Section 615; N.Y.C. Admin. Code Section T42-115.0) and for corporations (see N.Y. Tax Law Section 208.9; N.Y.C. Admin. Code R42-2.0.8). Hence, all Federal authorities hereinafter referred to should, for the most part, apply under the New York State and/or City income tax statutes and to the extent that deductions are permitted for Federal tax purposes, they will be permitted for New York State and New York City tax purposes. It should be noted, however, that (i) for New York State and New York City income tax purposes, the interest and real estate tax deductions discussed herein may be reduced for a taxpayer who has certain specified items of tax preference (see N.Y. Tax Law Section 622; N.Y.C. Admin. Code Section T42-122.0); and (ii) for Federal income tax purposes, a Unit Owner may be liable for an alternative minimum tax based upon certain deductions taken (including interest on mortgages) (see Section 55 of the Internal Revenue Code). New York State also imposes a minimum tax based on certain Federal

when paid or accrued in accordance with the Unit Owner's method of accounting. Under the Tax Cuts and Jobs Act of 2017, the amount of the all state and local taxes able to be deducted, including property tax, is limited to $10,000.00 and the mortgage interest deduction is limited to the interest on a mortgage up to $750,000.00 in principal. In addition to the interest and real estate tax deductions discussed above, a Unit Owner who uses all or part of his Unit in the conduct of his trade or business or for the production of income may deduct a portion of Common Charges allocable to such use. Each such Unit Owner will be entitled to deduct cost recovery on his Unit (similar to depreciation), computed separately and based upon the cost of his Unit (see Code Section 1012). Such deduction may be determined under Code Section 168 by using the straight-line method or under ACRS tables which approximate the use of 175% declining balance method, switching to straight-line recovery in later years. The excess of accelerated cost recover deductions over deductions computed using the straight-line method is an item of tax preference and may result in Unit Owners incurring alternative minimum tax. The amount of permitted deductions has been modified by the Internal Revenue Code 1986. The deduction of Common Charges is limited to that portion which does not exceed the Unit Owners' share of expenses paid or incurred through the Condominium and which would constitute trade or business expenses under Code Section 162 or would constitute expenses for the production of income under Code Section 212, if they were paid directly by the Unit Owner. Common Charges may exceed the deductible amount to the extent that Common Charges are used by the Board to finance capital expenditures or reserves. The amount used to fund capital expenditures or reserves are not deductible and must be capitalized by Unit Owners, increasing the basis in the Unit and thus the cost recovery deduction available for that Unit.

II. Tax Treatment of Condominium and Board of Managers

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

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

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

tax preference items including adjusted itemized deductions. See N.Y. Tax Law Sections 601-A and 622.

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

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

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

To the extent that any portion of the Common Charge receipts is segregated and used to finance specified capital expenditures or reserves, said portion may be excluded from gross income of the Association. (See Rev. Rul. 74-563, 1974-2 Cum. Bull. 38; L.R.B. 1974-47.6; and Lake Petersburg Ass'n v. Commissioner, 33 CCH Tax Ct. Mem. 259 (1974)). In such event, the Unit Owners might be required to pay further Common Charges to fund the Federal income tax liability of the Association. Any such Common Charges would probably be deemed to constitute additional gross income to the Association -- upon which further Federal tax would be owed. See Old Colony Trust Co. v. Commissioner, 279 U.S. 716 (1929), and cf. Rev. Rul. 74-75, 1974-1 Cum. Bull. 19.

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

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

---

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

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

(iii) 85% or more of the total square footage of all Units within the Condominium must be used by individuals for residential purposes;

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

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

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

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

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

IN OUR OPINION, EACH UNIT OWNER WILL BE ENTITLED TO INCOME TAX DEDUCTIONS AS DESCRIBED ABOVE. HOWEVER, THIS OPINION IS NOT A GUARANTEE; IT IS BASED UPON EXISTING RULES OF LAW APPLIED TO THE FACTS AND DOCUMENTS REFERRED TO ABOVE. NO ASSURANCES CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASE THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL THE SPONSOR, THE SPONSOR'S

COUNSEL, THE CONDOMINIUM BOARD, COUNSEL TO THE CONDOMINIUM BOARD, THE SELLING AGENT OR ANY OTHER PERSON BE LIABLE IF THERE ARE CHANGES IN THE FACTS ON WHICH COUNSEL RELIED IN ISSUING THIS OPINION, OR IF THERE ARE CHANGES IN THE APPLICABLE STATUTES, REGULATIONS, DECISIONAL LAW OR INTERNAL REVENUE SERVICE RULINGS ON WHICH COUNSEL RELIED WHICH CAUSE THE CONDOMINIUM TO CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE NEW YORK STATE TAX LAW, AS AMENDED. IN SUCH CASE, THIS LETTER MAY NOT BE RELIED UPON AND SHOULD BE UPDATED TO REFLECT THE THEN-CURRENT LAW AND FACTS.

PURCHASERS ARE ADVISED TO CONSULT WITH THEIR OWN PRIVATE COUNSEL OR EXPERT REGARDING THE TAX CONSEQUENSES OF PURCHASING A CONDOMINIUM UNIT.

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

Very truly yours
Jeffrey Zwick & Associates, P.C.

By:_____
Danielle Pistola Sidiropoulos

X. RESERVE FUND

The budget section 2.4(A)(xxv) of the Bylaws provides for a reserve fund to provide for major capital expenses, which is the maintenance, improvement or replacement of any aspect of the Property that will either enhance the overall value of the Property, adapt it to new uses, or increase its useful life. Examples of a major repair or major capital expense are replacement of the roof or the windows. The basis of the figure projected for this item must be at least ten percent (10%) of the Common Charges. It is intended that the Board, at all times, maintain the reserve fund in an amount equal to 10% of Common Charges.

The Reserve Fund will be funded by a portion of monthly Common Charge payments made by Unit Owners including Sponsor so long as Sponsor still owns Units. Of each Common Charge payment, 10% of said payment shall be deposited into the Reserve Fund bank account. As such, the Reserve Fund will not be fully funded until after the first year of operation.

In addition to the monthly contributions, the reserve fund shall also be supplemented by 10% of the Initial Capital Payment which is collected from all initial Purchasers at Closing. Because of this supplement, the actual amount of the Reserve Fund at the end of the first full year of Condominium operations will be greater than the amount projected in Schedule B.

At this time, Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of Condominium operation. If the amount in the reserve fund is inadequate to cover major capital improvements needed, there may be an increase in Common Charges or the Board may impose a Special Assessment. The reserve fund may not be used to reduce projected Common Charges in the Plan.

There will be no other reserve fund other than this fund as disclosed in the budget. However, there will be a contingency fund collected annually to cover unanticipated expenses and increases in operation, or shortfall in income.

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

Y. WORKING CAPITAL FUND

Sponsor, as agent of the Board, will collect from each original Purchaser at the time of the Closing an Initial Capital Payment equal to two (2) months' estimated Common Charges for the Unit. The Sponsor will deliver 90% of the funds so collected to the Board to provide the necessary working capital for the Condominium, which may be used for certain prepaid items, organizational costs, and for such other purposes as the Board of Managers may determine and may be replenished as the Board sees fit. The remaining 10% shall be deposited into the Reserve Fund. See said section for details.

While the Sponsor is in control of the Board, the working capital fund shall not be used to reduce estimated Common Charges. There will be no adjustments at Closing between the Board and the Sponsor.

NO REPRESENTATION IS MADE THAT THE INITIAL WORKING CAPITAL FUND WILL BE ADEQUATE TO COVER CURRENT OR FUTURE EXPENSES, INCLUDING REPAIRS OR REPLACEMENTS, AND IF ADDITIONAL FUNDS ARE REQUIRED OVER AND ABOVE THE INITIAL CAPITAL FUND, IT MAY BE NECESSARY FOR THE BOARD OF MANAGERS TO INCREASE THE COMMON CHARGES OR IMPOSE AN ASSESSMENT ON UNIT OWNERS. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE INITIAL WORKING CAPITAL FUND OR THE PHYSICAL CONDITION OF THE BUILDING.

Z. CONTRACTS

Management Agreement

On or about the First Closing, the Board shall enter into an agreement to manage the property with Emerson Property Management, 316 Himrod Street, Suite 2, Brooklyn, NY 11237, for the first year of operations for a total fee of $46,800.00. The Managing Agent's main duties, among others, will be: to bill and collect Common Charges and other charges; bookkeeping; to maintain the Building as advised by the Board, to contract for necessary services, supplies, etc.; and to supervise, hire and discharge employees. The Board shall be obligated to reimburse the Managing Agent for expenses incurred and to indemnify the Managing Agent against liability for acts properly performed by it pursuant to the agreement. The agreement will automatically renew each year for the next three years unless cancelled within sixty (60) days of the expiration of the term. The agreement may be canceled by either party after default on ten (10) days' prior notice. The agreement may be assigned by the Managing Agent to another competent Managing Agent.

The Managing Agent may charge additional fees for work requested that is outside the scope of their employment. They may also charge additional fees to individual Unit Owners if personal work is requested for a specific Unit or person.

Other

There are no other agreements in place that will be binding on the Condominium at this time. If Sponsor enters into agreements that will affect Unit Owners, the Offering Plan will be amended to disclose all pertinent information.

AA. IDENTITY OF PARTIES

1. Sponsor and Selling Agent.
   A. Sponsor is Dari Development LLC, a New York limited liability company with an address at 855 East 14th Street, Brooklyn, NY 11230. The principal of the Sponsor is David Rivlin with the same business address. Mr. Rivlin is involved in real estate as a private real estate developer who has developed both rentals and condominium projects in the past. Neither Sponsor nor its principals have ever had any felony convictions. Neither Sponsor nor its principals have had any convictions, injunctions, indictments, bankruptcies or judgments which are material to the offering Plan or an offering of securities generally during the past fifteen (15) years. There is no other individual who owns or controls a 10% or more equity interest in Sponsor.

      Sponsor is a contract vendee pursuant to a contract dated January 22, 2021. The contract vendor is Quincy Street Investments LLC, an unrelated party which acquired the deed to the property on December 30, 2019. The principal of the contract vendor is Pinchos Loketch. Sponsor shall be the party solely responsible for the consummation of the Plan and sale of Units and will acquire title prior to declaring the Plan effective.

   B. The Selling Agent is The Corcoran Group, One Pierrepont Plaza, 15th Floor, Brooklyn, NY 11201. Neither the Selling Agent nor its principals have had any prior felony convictions. Neither the Selling Agent nor its principals have had any prior convictions, injunctions or judgments that may be material to the offering plan or an offering of securities generally that occurred within fifteen (15) years prior to the submission of this offering plan. Neither the Selling Agent nor its principals are related to or affiliated with the Sponsor or its principal. The Selling Agent is a licensed real estate broker in New York.

   C. Prior Offerings and experience as selling agent.
      (i) Sponsor. Neither Sponsor nor its affiliates have not had any prior offerings, nor any prior experience as a selling agent.

      (ii) Selling Agent. Neither Corcoran Group nor its affiliates have had any prior offerings. Selling Agent has extensive experience as a selling agent in other offering plans during the past five (5) years as one of the largest real estate brokers in New York City.

      (iii) Principal. None of the Principals have been the principal in any other condominium or cooperative which were initially offered during the last five (5) years.

      (iv) Current Holdings. Neither Sponsor nor its principals have an interest of greater than 10% in any condominiums or cooperatives.

2. Attorneys. Sponsor is represented by Jeffrey Zwick and Associates, P.C., 266 Broadway, Suite 403, Brooklyn, NY 11211, in connection with this offering Plan, the recording of the Declaration, the Closings, and as Escrow Agent. The offering Plan was prepared by Danielle Pistola Sidiropoulos, Esq. The attorney has not passed on any opinion letter or certification in the Plan which was prepared by third parties. The attorney has no financial interest in the Property, the Sponsor, the Condominium or

any other party interested in this transaction, except for its fee for services rendered in connection with such Plan. The Condominium does not have independent legal counsel. IT IS SUGGESTED AND EXPECTED THAT EACH PURCHASER WILL CONSULT WITH AND BE REPRESENTED BY HIS/HER OWN COUNSEL IN CONNECTION WITH THIS OFFERING.

3. Engineer/Architects.

    a. Architect Report and Floor Plans: Jeffrey Kamen, RA, a registered architect with an address at 33 Bond Street, New York, New York 10012 has prepared the Architect's Report and the Floor Plans of the Property as set forth in Part II. The architect has been involved in the planning and development of condominiums and the drafting of architectural drawings and reports for such condominiums in New York City and particularly in the Borough of Brooklyn, for approximately five (5) years. The architect has worked on the following projects: 818 Lexington Avenue, Brooklyn, New York; 85 Skillman Street, Brooklyn, New York; and 380 Grove Street, Brooklyn, New York. The architect has no financial interest in the Property, the Sponsor, the Condominium or any other party interested in this transaction, except for its fee for services rendered in connection with such report.

    b. Mechanical Engineers: The Mechanical Engineer is Levin Engineering PLLC, 28 Dooley Street, 2nd Floor, Brooklyn, New York 11238. The Mechanical Engineer has no financial interest in the Property, the Sponsor, the Condominium or any other party interested in this transaction, except for its fee for services rendered in connection with such report.

    c. Structural Engineers: The Structural Engineer is Avishay I. Mazor, P.E., 1034 East 12th Street, Brooklyn, NY 11230. The structural engineer has no financial interest in the Property, the Sponsor, the Condominium or any other party interested in this transaction, except for its fee for services rendered in connection with such report.

4. Managing Agent. Emerson Property Management, 316 Himrod Street, Suite 2, Brooklyn, New York 11237 shall manage the Property for the first year of Condominium operations. Neither the Managing Agent nor its principals have had any prior felony convictions. Neither the Managing Agent nor its principals have had any prior convictions, injunctions or judgments that may be material to the Offering Plan or an offering of securities generally that occurred within fifteen (15) years prior to the submission of this Offering Plan. No funds have been budgeted to reimburse and indemnify the Managing Agent. The Managing Agent has more than 5 years of experience managing real estate properties in New York City. Properties they currently manage include 226 Clifton Place, Brooklyn, New York; 112 Emerson Place, Brooklyn, New York; and 316 Himrod Street, Brooklyn, New York.

AB. REPORTS TO UNIT OWNERS

It is the obligation of the Board of Managers provide to the Unit Owners on an annual basis the following documentation: (a) A financial statement of the Condominium prepared by a certified public accountant or public accountant within four (4) months of the end of the fiscal year as per Article 5 of the By-Laws; such statement shall be certified during the Initial Control Period; (b) At least five (5) days' prior notice of the annual Unit Owners' meeting; and (c) A copy of the proposed annual budget of the Condominium by ten (10) days prior to the date set for adoption thereof by the Board of Managers, which budget shall be certified during the Initial Control Period.

AC. RESERVATION OF AIR AND DEVELOPMENT RIGHTS

Excluded from the Property are that portion of the unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution, which shall be retained by the Sponsor and which may be sold, transferred or hypothecated to any other entity for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar agreement. Said rights, if any, may not be used to add space or floors to the subject Property however, when sold, may be used to add space or floors to adjacent buildings. There are currently no unused development rights available.

AD. DOCUMENTS ON FILE

Offering Plan and Exhibits. Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits and documents referred to herein shall be available for inspection without charge by prospective Purchasers and by any person who shall have purchased a Unit offered under the Plan or shall have participated in the offering of such Unit, at the office of Sponsor's attorney during convenient weekday hours and shall remain available for such inspection for a period of six (6) years from the First Closing. There will be a charge of forty cents ($0.40) per page for copying any documents. The Plan and all other exhibits and documents referred to herein shall also be available for inspection (without charge) and copying by appointment (at a current charge of $0.25 per page) at the Department of Law, 28 Liberty Street, New York, NY 10005.

Recorded Documents. The Declaration and the By-Laws will be recorded in the Register's Office prior to or concurrently with the First Closing and a copy of same will be provided to the Board of Managers. In addition, a set of the Floor Plans showing the layout, locations, and approximate dimensions of each Unit and its Unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed with the Register's Office when the Declaration is recorded, and an additional set will be furnished to the Board. All deeds conveying, and all mortgages covering, individual Units will also be recorded in such office.

AE. GENERAL

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

2. No Prior Public Offerings. This Property has not been the subject of any prior public offerings. No Purchase Agreement have been entered into and no deposits or advances of funds accepted as of the date the Plan is accepted for filing.

3. No Occupants. None of the Units in the Building which is the subject of this offering Plan are occupied by residential or commercial tenants as of the date of submission of the Plan to the Department of Law.

4. No Discrimination. In accordance with the provisions of the laws of the State and City of New York, neither Sponsor nor any Selling Agent engaged by Sponsor will discriminate against any Person because of sex, sexual orientation, race, creed, color, national origin, ancestry, or other ground prescribed by law in the sale of the Units offered by the Sponsor pursuant to the Plan or in the leasing of any such Units or any other portion of the Building.

5. Sponsor's Right to Revise the Offer. Sponsor reserves the right to revise, from time to time, the terms and conditions upon which the Units are to be sold and to otherwise revise the Plan, including revisions affecting the rights, obligations, and liabilities of Sponsor, Purchasers, or prospective Purchasers, without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in the case of an uncured default), nor unilaterally change the purchase price, the payment terms or change the material terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. Notwithstanding the foregoing, 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 Sponsor for that Unit and the Purchaser is not in default. 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.

6. Purchasers Right of Rescission. Purchasers have a right to rescind Purchase Agreements following material adverse amendments to the offering Plan. Material adverse amendment is any amendment which discloses a material revision adversely affecting the rights, obligations or liabilities of then existing Purchasers or reducing the undertakings or obligations of Sponsor. The purchaser shall have a right to rescind by sending written notice to the Sponsor not less than fifteen (15) days after being presented with a copy of the amendment. Sponsor will return any Down Payment with interest earned thereon, if any, to Purchasers who rescind within ten (10) days of the receipt of written notice of rescission. No Down Payment shall be returned to Interim Lessees prior to their vacating of the apartment. See Section "Interim Leases." Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. The parties may be required to sign a general release to that effect.

7. No Omissions or Misstatements. This Plan contains all material terms of the offer and does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

8. General. The Plan is offered only to persons eighteen (18) years of age or over and entities. Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine, or neuter, includes the other two. No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

AF. SPONSOR'S STATEMENT OF BUILDING'S CONDITION

Sponsor adopts the "Description of Property and Building Condition" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Property as set forth in the Description of Property and Building Condition. The number and usage of the Units shall be identical to the number and usage of the Units as approved by the Building Department.

This Building has been gut-renovated to the studs. All paint has been removed and refinished. However, absent such renovation, buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included as an exhibit to the Architect Report in Part II of the Plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a Unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for lead paint.

Asbestos containing materials have been removed from the Building and approved by DOB. Asbestos Control Form Number ACP7 is pending.

PART II

DOCUMENT NUMBER 1

DESCRIPTION OF PROPERTY

ATTORNEY GENERAL'S REPORT

CONDOMINIUM
10 QUINCY STREET, BROOKLYN
NEW YORK

JEFFREY KAMEN, RA

Seal (R.A.)

December 19, 2021

General: The property described herein will be a converted 4 story plus cellar residential building. When completed, the Building will have an approximate total gross area of 61,300 square feet, including the Cellar.

A. **Location and Use of Property**

1. Address: 10 Quincy Street, Brooklyn, New York 11238
2. Building: Block, Lot: 1972, 1
3. Zoning: Block, Lots: 1972, 1 & 10
4. Zoning District: R6B
5. Restrictive Declarations or Easements:
    i. None
6. Permitted Uses are as defined by the New York City Zoning Resolution:
    i. Uses
        1. Use Group 1, 2 Residential
        2. Use Group 3, 4 Community Facility
    ii. Proposed uses comply with all legally permitted zoning and use requirements.
7. The Building is converted from a non-conforming use (Use Group 6: Warehouse) to a conforming use (Use Group 2: Residential) pursuant to Zoning Resolution Sections ZR 15-01 and ZR 52-31. ZR 15-12 requires 11,228.56 SF of rooftop recreational space; 12,121 SF is provided.
8. Quality Housing Regulations: N/A
9. Landmark Status: N/A
10. Energy Conservation Construction Code Regulation:
    i. To the best of my knowledge, belief, and professional judgment, the plans and specifications are in compliance with the 2016 Energy Conservation Code of New York City (By Application of ASHRAE 90.1-2013 As Amended by Appendix CA)
11. MTA New York City Transit:
    i. There are no NYCT/MTA structures within 200' of the property bounds.
12. Alteration Type 1 Building Plans have been filed and approved by the NYC Department of Buildings under BIN# 3056489, Job# 321384783. Related Job#s for Structural (321384783), and Builder's Pavement Plan (340807265) were also filed. The principal applications underwent full plan examination by the NYC DOB.

B. **Status of Construction:**

1. Construction schedule and Year Built:
    i. The original warehouse building first appears on the 1904 NYC Sanborn Map (Part of Ward 7, Section 7). It does not appear on the 1887 NYC Sanborn Map. The original year of construction is estimated to be 1902. The current conversion is being performed pursuant to permit No. 321384783-01-AL, dated February 13, 2020. The project drawings were reviewed and approved under plan examination by the NYC Building Department and were not self-certified by the professionals of record. The anticipated substantial construction completion date is on or about March 31, 2022, unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain materials, equipment or labor, global pandemic, national epidemic, governmental restrictions or preemption, damage by fire or the elements or any other cause over which the Sponsor has no control.

2. Class and Scope of Construction:
    i. The building will be classified under 1938 Building Code as Class 3, partially superseded by NYS MDL §277.1 & §277.2. The building will have a minimum 3-hour rated non-combustible exterior wall and be wet-sprinklered with a fire alarm system continuously monitored by a central station.
    ii. As per the NYC Administrative Code (NYC AC) and the NYS Multiple Dwelling Law (NYS MDL), the building is being converted to multiple dwellings in accordance with the applicable sections of the 2014, 1968, and 1938 building codes.
    iii. The minimum required fire-rating (in hours) of each building element is as follows:
        1. Exterior Bearing Walls: 3 (and must be non-combustible)
        2. Ceilings: 1
        3. Demising Walls Between Tenancies: 1
    iv. The proposed construction will meet and/or exceed the minimum required fire ratings as per the approved plans.
    v. The Original Structural Gravity and Main Wind Force Resisting Systems (Exterior structural brick wall, Interior Brick Shear Walls, Interior Cast Iron Columns, Interior Beams, and Interior Floor Sheathing System) will be inspected, retained, and rehabilitated as deemed necessary by the structural engineer given their condition in the field. A new roof designed to support the required rooftop recreation will be built over the old roof as per the approved project drawings.

3. Certificate of Occupancy:
    i. After completion of construction, the Sponsor will apply for a Permanent Certificate of Occupancy for the Building from the New York City Department of Buildings. The Sponsor states that he will obtain a Temporary Certificate of Occupancy prior to the first unit closing. The Sponsor expects to obtain a Final Certificate of Occupancy within two years of the first unit closing.

4. Where materials, appliances, equipment, fixtures, and other construction and design details are specified in this report, developer has reserved the right to substitute, in their place, with materials, appliances, equipment, fixtures and other construction and design details of equal or better quality as recognized by industry standards for performance efficiency, longevity and/or other classifications as applicable.

5. Temporary Certificate of Occupancy:
    i. Temporary Certificate of Occupancy (TCO) indicates that the property is safe for occupancy but it has an expiration date. TCO typically expires 90 days after they are issued. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, or sell, or refinance the property. Buyers should seriously consider negotiating a closing base upon a final certificate of Occupancy, not a TCO. If the property has a TCO, consult with a New York State licensed professional engineer or registered architect to determine the outstanding issues, and speak with an attorney regarding the TCO status. Buyers are advised to visit the DOB website for further recommendation when purchasing units in a building that does not have a Final Certificate of Occupancy. In addition, see the special risk section of the offering for further disclosure regarding TCO issues.

6. Further Development
    i. No further development of the condominium is presently contemplated.

C. **Site:**

1. Size:
    i. According to the site survey dated July 17, 2018 performed and prepared by Leonard J. Strandberg and Associates, Consulting Engineers and Land Surveyors, P.C . (32 Smith Street, Freeport, NY 11520) and signed and sealed by Alexander Tsukerman, L.S., a professional land surveyor licensed in the state of New York, the irregular site dimensions of the zoning lot (Block 1972, Lots 1 and 10) are approximately 287’ (on Quincy Street) by 116’ (on Downing Street) with an approximate zoning lot area of 31,317 SF.
    ii. The subject zoning lot contains tax lots 1 and 10.
        1. Tax lot 1 (the site of the subject building) is approximately 19,897 SF.
        2. Tax lot 10 is approximately 11,420 SF and is under construction as of the time of writing of this report. Proposed is a new, 5 story, residential apartment building pursuant to Permit 321385078-01-NB, dated May 5, 2020.

2. Building:
    i. The building will consist of four (4) stories above grade and a cellar below grade. The building includes 46 dwelling units. Notable features include an approximately 28’ x 51’ open-air, centrally placed courtyard on the ground floor, and 2 outdoor parking spaces with entrances on Downing St. The

cellar will contain mechanical rooms and storage rooms. The ground floor will contain a lobby, residential storage, bicycle storage, two (2) recreation rooms, a courtyard, and apartments.

3. Streets:
    i. The building site has 182'-8" of frontage along Quincy Street.
    ii. The building site has 116' of Frontage along Downing Street.
    iii. The street along Quincy Street is paved with asphalt topping with a concrete curb and is in fair condition. The existing street at the property frontage will be repaired as needed after construction. Maintenance of street repair is not the Condominiums responsibility.
    iv. The street along Downing Street is paved with asphalt topping with a concrete curb and is in fair condition. The existing street at the property frontage will be repaired as needed after construction. Maintenance of street repair is not the Condominium's responsibility.
    v. New concrete-faced curbs will be installed at the property frontage.
    vi. The streets are presently pitched to drain via catch basins into the New York City storm water drainage system.
    vii. The street lighting is provided by the City of New York.
    viii. The building conforms to local fire district and municipal codes.

4. Sidewalks:
    i. The existing concrete sidewalks on Quincy and Downing Streets are currently in fair condition and will be replaced with a new sidewalk and curb, free of tripping hazards and ponding. The sidewalk and curb will be built to comply with New York City Department of Transportation, Local Law (LL), and ADA requirements.
    ii. The condominium will be responsible for maintaining the sidewalk as per New York City Local Law (LL) regulations.
    iii. The street is presently pitched to drain via existing catch basins into the New York City storm water drainage system.
    iv. The building, sidewalk, and curbs conform to local fire district and municipal codes.

5. Subway:
    i. There are no NYCT/MTA structures within 200' of the property bounds.

6. FEMA Flood Zone:
    i. The building is not located in a flood zone.

D. **Utilities**:

1. Water supply and combined sewer servicing the building will be provided by the City of New York. Domestic water service will be metered collectively by 1 meter for the entire building. Sprinkler/Manual Standpipe service will be metered collectively (but separately from Domestic water service) by 1 meter for the entire building.

2. Gas service will be provided by National Grid. Individual meters serving each residential unit shall be provided.

3. Electric service will be provided by Consolidated Edison. Individual meters serving each Residential Unit shall be provided. One (1) house meter shall be provided to serve the PLP, and One (1) house meter shall be provided for the Fire Alarm System.

4. Telephone, cable and high-speed internet service will be provided by separate service providers. The units will be pre-wired for these services but it will be the Unit Owner's obligation to purchase telephones and arrange for telephone, cable and internet service for the unit. Telephone, internet connectivity and cable television will be billed individually by the service provider.

E. <u>Sub-soil Conditions:</u>

1. The subsurface conditions at the site are shown on the boring log (drawing date 5/16/2019). The boring log consists of 4 borings: B1 (drilled 7/2/18), B2 (drilled 7/2/18), B3 (drilled 7/17/18), & B4 (drilled 5/16/19). The borings and log were performed and prepared by Big Apple Testing (100-03 94th Avenue, Ozone Park, NY 11416) and signed and sealed by Soorjbally Harilall, P.E, a professional engineer licensed in the state of New York.
    i. Boring B1
        1. 0' – 11.25' Below Curb Level Excavation and Uncontrolled Fill (Class 7)
        2. 11.25' – 17.25' Below Curb Level: Clayey Sand (SC) (Class 3b)
        3. No groundwater encountered
    ii. Boring B2
        1. 0' Below Curb Level: Spoon Refusal, so Soil Sample Collected
        2. No groundwater encountered
    iii. Boring B3
        1. 0' – 4' Below Curb Level: Uncontrolled Fill (Class 7)
        2. 4' – 6' Below Curb Level: Clayey Sand, Trace Cobbles (SC) (Class 3a)
        3. 6' – 13' Below Curb Level: Clayey Sand (SC) (Class 3b)
        4. 13' – 17' Below Curb Level: Clayey Sand, Some Cobbles (SC) (Class 3a)
        5. 17' – 41' Below Curb Level: Clayey Sand (SC) (Class 3b)
        6. No groundwater encountered
    iv. Boring B4
        1. 0' – 10' Below Curb Level: Uncontrolled Fill (Class 7)
        2. 10' – 13' Below Curb Level: Wet Sandy Clay (CL) (Class 4b)
        3. 13' – 37' Below Curb Level: Clayey Sand (SC) (Class 3b)
        4. 37' – 41' Below Curb Level: Clayey Sand (SC) (Class 3a)

2. There is no evidence of uneven movement or settling in the existing foundation that has occurred (cracking, mortar joint decay, etc.)

The existing foundation shows no evidence of moisture or seepage or groundwater infiltration.

3. The building is not in a flood zone and therefore no dangers of flooding are known to exist. No potential for mudslides or erosion is known to exist.

4. Environmental Site Issues: None present

F. **Landscaping and Enclosures:**

1. Grass cover: No grass coverage is provided.

2. Planting: The courtyard area shall be planted. Planting shall be done exclusively in raised planter boxes such as not to promote root growth that may damage courtyard and building architectural and structural elements. No planting is provided in the Limited Common Element Rear Yards.

3. Street Trees:
    i. Four (4) Street trees are existing in front of the building and they shall remain. The sponsor reserves the right to contribute to the tree fund in lieu of planting any additional trees as required by any city agency.

4. Fencing:
    i. Privacy screens shall be constructed at 6'-0" high to divide the residential private yards on the Ground floor at the rear of the building as per the approved design drawings. The screens shall be constructed of a weather resistant material such as Pressure Treated Wood Slats or Engineered Composite Wood Fencing with Metal Posts

5. Gates:
    i. None

6. Retaining Wall:
    i. None

7. Display Pools & Fountains: None.

8. Open Recreation Space & Sitting Areas:
    i. Ground Floor
        1. Outdoor courtyard of approximately 1,432 square feet with an occupant load of 95 occupants
        2. It will be furnished with approximately 4 benches, paved with concrete pavers and lined with grass, and divided with metal post fencing with pressure treated or composite lumber slats. 2 Area drains, draining into the storm sewer risers are provided as per the approved drawings
    ii. Roof
        1. Outdoor Rooftop Terrace of approximately 9,155 square feet:
            a. 5,913 SF of Common Roof Terrace for Passive Recreation with an occupant load of 59
            b. 24 Private Roof Terrace Areas ranging from 121 SF to 162 SF totaling 3,242 SF with an occupant load of 16

9. Terraces/Balconies/Yards

i. Ground Floor
    1. Units C, D, E, K, & J have access to private rear yards
ii. 2nd Floor
    1. Units B, C, D, G, L& M have access to private terraces.

G. **Building Size:**

1. Height:
    i. The height of the main roof of the building is approximately 55'-1" above the average street elevation (base plane).

2. Crawl Spaces: None

3. Sub-cellars and Cellars:
    i. There is a Cellar with an approximate gross area of 3,665 square feet. There are no Sub-cellars.

4. The building has four (4) floors plus a Cellar. The following floor to floor dimensions are approximate:
    i. Cellar to Ground Floor: 9'-0"
    ii. Ground Floor to Second Floor: 15'-11"
    iii. Second Floor to Third Floor: 12'-6"
    iv. Third Floor to Fourth Floor: 13'-1"
    v. Fourth Floor to Roof: 13'-5"

5. Ceiling height in the residential units varies from 9'-6" to 12'-0" depending on where they are lowered for design or to conceal mechanical equipment in bathrooms, kitchens, and other locations.

6. Equipment rooms:
    i. There are 2 elevators, each with their own pit in the cellar and their own machine room at the roof level.
    ii. The cellar contains 2 mechanical rooms for water/sewer and electric entry points and for gas entry points.

7. Parapets:
    i. Height from top of finished roof to top of parapet coping or top of railing will be a minimum of 3'-6". Railings shall have Vertical Bars and constructed so that a 4" sphere may not pass through.

H. **Structural System:**

1. General:
    i. The primary structural system is masonry and steel stud bearing walls with cast-iron, steel, and wood joists topped with cement board and/or plywood. The cellar floor is a slab on grade. The Original Structural Gravity and Main Wind Force Resisting Systems (Exterior structural brick wall, Interior Brick Shear Walls, Interior Cast Iron Columns, Interior Beams, and Interior Floor

Sheathing System) will be inspected, retained, and rehabilitated as deemed necessary by the structural engineer given their condition in the field. A new roof designed to support the required rooftop recreation will be built over the old roof as per the approved project drawings. Since no significant groundwater was encountered in the boring report (As detailed in Section E: Sub-soil Conditions) at the cellar elevation, the slab on grade was not designed to sustain flotation uplift forces. Since the building is located far from the ocean, any required reinforcement is not necessarily epoxy coated. Nominal Floor and roof construction thicknesses range from 1' to 3', though some areas may be stepped and/or tapered for waterproofing considerations. The existing cellar floor slab will be maintained.

ii. The concrete compressive strength in new structural elements is:
    1. Foundation Walls, Buttresses, Grade Beams: 4,000 psi,
        a. Foundation walls minimum 12" Thick
    2. Slabs and Beams: 4,000 psi
    3. Columns and Shear Walls: 4,000 psi

iii. All new reinforcing steel conforms to:
    1. Deformed Bars: ASTM A615, Grade 60
    2. Welded Wire Fabric: ASTM A185
    3. Welded Deformed Wire Fabric: ASTM A497, Grade 60

iv. No Underpinning of adjacent structures was performed during construction of this building.

v. Extent of new and existing structural elements
    1. The vast majority of the existing structural elements (with the exception of those removed as a result of cutting a courtyard out of the central portion of the structure) were inspected, deemed fit for use by the special inspectors, and retained. Some existing wooden joists were reinforced with steel joist hangers. A few areas on floors 2, 3, and 4 had new light gage metal joists installed to add floor area where there were openings previously. The original roof was retained and a new roof consisting of Hot-Rolled Steel Beam, metal decking, and cement board was constructed over it. There is no evidence of uneven movement or settling in the existing foundation that has occurred (cracking, mortar joint decay, etc.) The existing foundation shows no evidence of moisture or seepage or groundwater infiltration.

vi. The typical structural floor system and complete floor assembly are as follows:
    1. 5/8 Type-X Fire Rated Gypsum Board (New)
    2. Metal Resilient Channels (1-5/8" Z bar) (New)
    3. Cast Iron, Wrought Iron, Steel Beams (Existing & New) (Varying Depth)
    4. Wood Joists (Existing) OR Light Gage Steel Joists (New) (Varying Depth)
    5. 1" Nominal Tongue and Groove Wood Slat Subfloor
    6. ¾" Plywood Underlayment OR 1x4 Wood Leveling Strips (Sleepers)
    7. Finished Floor (Hardwood floor or Ceramic Tile Floor over Mudfloor)
    8. Estimated IIC 50

2. Building Envelope: (All materials new unless otherwise specified)
    i. Walls:
        1. The exterior perimeter walls are constructed as follows: (Note: the Finish Bricks are existing, all other elements are new)
            a. 1'-4" Finish Brick (EXISTING), Minimum 1" Air Gap, 2" Rigid XPS Insulation Board, Air/Water Membrane, 5/8" Exterior Grade Type X Wall Board, 2-1/2" Light Gage Steel Stud 16" on center with either R-13 Foil-Faced Mineral Wool Insulation or R-13 Open Cell Spray Insulation, 5/8" Wall Board Type X . 1-Hr Fire Rated
            b. The existing exterior finish bricks were thoroughly cleaned via steam and pressure washing and re-pointed as necessary.

        2. The Exterior Walls surrounding the interior Courtyard are constructed of all new materials as follows:

2" Exterior Insulating Finish System "EIFS" (Exterior Coat on top of 2" Rigid XPS Insulation Board), Air/Water Membrane, 5/8" Exterior Grade Wall Board, 6" Light Gage Steel Stud 16" on center with either 5-1/2" R-19 Foil-Faced Mineral Wool Insulation or 4" of R4.9/inch Open Cell Spray Insulation, 5/8" Wall Board. 1-Hr Fire Rated

    ii. Windows:
        1. All windows are new and will have new aluminum frame with a standard manufacturer's warranty on labor and materials of 5 years. Windows will be installed in both existing brick walls and newly built steel walls.The finish AAMA 2603 will have a warranty of 3 years and the Hardware will have a warranty of 2 years. After 2 years, the warranty by Windows NYC states that a service charge and labor fee will be charged for performing repairs. Windows will be double-pane casement or fixed. The warranty period will start from the end date of completion of the window installation. Where Windows are installed in existing brick walls, Sills and Lintels are existing and in good condition.Window Sills and Lintels in newly built steel walls are new. All new Window guards are provided which limit the opening of the window to 4".Specifications
            a. Manufacturer: Zephyr
            b. Model: ALU86
            c. Akzo Nobel powder coating AAMA 2605 Ral 8022
            d. Color: Ral 8022
            e. Color of accessories to be : Ral 8022
            f. Glazing:
                i. GL-1:
                    1. 1/4" Outer pane: 62/34 sunguardian Tempered on surface #2
                    2. 1/2'' Cavity : Cavity (Air) %90 Argon
                    3. 1/4" Inner pane: Clear Tempered Glass
                ii. Aluminum 6063
                iii. Gaskets: EPDM

1. Vulcanized Gasket at corners

iv. Shims: High impact Plastic
v. Setting Blocks: 80 Durometer
vi. Spacer Schedule:
1. SP-01: Std aluminum glass spacer, color natural anodized

g. Thermal break system integral to window construction
h. Exposed Hinges are Brand Winkhaus, Model TopHinge1/BottomHinge1 made of Steel in Black color

iii. Lot Line Windows: Lot Line Windows Adjacent to Tax Lot 10
1. Provided in Units:
a. 1C
i. Glass door in Living Room
ii. Window in Bedroom 1
b. 2E, 3E, 4E
i. 2 East Facing Windows in Living Room
c. 2F, 3F, 4F
i. Window in Living Room
ii. Window in Bedroom
2. Maximum area of exterior wall openings requirements as per table 3-4 chapter twenty-six of the Administrative Code of New York are: "No Limit" due to a greater than 30'-0" exterior separation distance for Combustible Class II Classifications. There is no protection requirement due to a greater than 30'-0" exterior separation distance, however, a minimum of One sprinkler head per window has been provided as per the approved Fire Sprinkler Plans dated 1/20/2020. There is no limit on the use of the subject lot line windows for light and air requirements as per table 3-4 chapter twenty-six of the Administrative Code of New York and MDL 277.
3. The adjacent building on Tax Lot 10 is fully constructed. There exists a light and air easement which prevents the current or any future owner of the building on Tax lot 10 from reconstructing or expanding the building on Tax lot 10 so as to block the Lot Line Windows on the subject building, therefore the lot line windows will not be blocked in the future.

iv. Landmark Status: None

3. Parapets and Copings:
i. Brick: Parapets at Brick faced façade locations will be new 3-5/8" Finish Brick, and solid filled CMU backing with vertical steel dowels embedded into the concrete slab or the existing parapet shall be inspected and reinforced with CMU and rebar if deemed necessary. The parapet coping shall be constructed of Aluminum and finished with a steel railing. Railings shall have Vertical Bars and constructed so that a 4" sphere may not pass through.

ii. Metal & glass: Metal railing systems at Brick parapet locations shall be made of steel. The top of the railing systems will be at a height of 3'-6" above the finished roof. Railings shall have Vertical Bars and constructed so that a 4" sphere may not pass through.

4. Flashing:
    i. Exposed exterior flashing for the building shall be 24 gauge stainless steel or 20 gauge aluminum.

5. Chimneys, Caps and Flues:
    i. Refuse chute: The refuse chute flue shall terminate above the roof structure as required by the New York City Building Code. The refuse chute enclosure will be 6" CMU. There will be a heat proof air seal around the steel chute and a welded steel chute support at each floor secured to welded clips on the steel chute.
    ii. Roof & Bulkheads
        1. Kitchen Exhausts (KX on plans): 3
        2. Fresh Air Intakes (FAI on plans): 6
        3. Refuse Room Exhausts (TX on plans): 2
        4. Trash Chute Exhaust (TRX on plans): 1
        5. Stair shaft vent with motorized damper: 2
        6. Elevator shaft waterproof louver: 2
        7. HWH CPVC Vent: 2
    iii. All metal flues are single-walled and enclosed in minimum 2 hour fire rated enclosures. The refuse room is enclosed in a 3 hour fire rated room.

6. 2nd Floor Terraces
    i. Units with 2nd Floor Terraces:
        1. 2B, 2C, 2D, 2G, 2L, 2M
    ii. Deck Finish : Cast Cement Pavers, all inside / outside elevations made to comply for ADA accessibility. Edges toward courtyard to be provide with a drip edge. All balcony top surfaces are pitched away from the building at a ratio of minimum 1/8" per foot. All balconies to be provided with an underside perimeter drip edge groove and area drain.
    iii. Railings:
        1. Metal railing systems at balconies and terraces shall be made of steel. The top of the railing systems will be at a minimum height of 3'-6" above the balcony or terrace finished floor. Railings shall have Vertical Bars and constructed so that a 4" sphere may not pass through.
        2. Metal railing systems at balconies and terraces shall be made of steel. The top of the railing systems will be at a minimum height of 3'-6" above the balcony or terrace finished floor. Railings shall have Vertical Bars and constructed so that a 4" sphere may not pass through.
    iv. Copings: Terrace parapet copings shall be aluminum.
    v. Doors to balconies and terraces: Aluminum and glass doors with insulated thermal glass.

7. Exterior Entrances:
    i. Exterior Doors and frames: The main entrance at the residential lobby will be an aluminum door with clear insulated tempered glass WALA Model MB-ALU86 to match the exterior window systemThe handles are WALA UCHWYT PA45 1000 x 800 in color CZARNY. The locks are WILKA SCHLIESSTECHNIK model 1405 Knob Cylinder with door closer model TS 5000. The exit stair access entrance will be a steel door with opaque insulated tempered glass. The framing shall be fully welded steel frame. The Balcony doors will be WALA Model MB-ALU86 and the handles and locking mechanism will be Sobinco Level Handle Model 82600L with door closers model TS 5000

    ii. Vestibules Doors and Frames: The vestibule door and sidelight will be clear insulated tempered glass and the framing shall be aluminum with anodized finish with the same hardware model numbers as the Exterior Doors

    iii. Exterior stairs: None.

    iv. Mail Boxes: Mail boxes are located in the lobby on the First Floor. The mailboxes will be front loading brushed aluminum finished metal and U.S. Postal Service approved.

    v. Lighting: Lighting will be provided at the building exterior entrance, vestibule, lobby, and public corridors. Exterior lighting will be provided at the private terraces, the recreational open space and at the roof.

8. Roof and roof structures:
    i. The Roof, Elevator Machine Room, and Bulkhead Roof are not designated for non-emergency public access and are not allocated as accessory to residential space in the Certificate of Occupancies unless noted otherwise.

    ii. Roof Types:

        1. Roofing Material: The roofing system will be a torch applied granule-surfaced APP (Atactic Polypropylene) waterproofing membrane by Fireston or equal or better. Manufacturer's Warranty: "Firestone Red Shield – APP – 20 Year – 55 mph" No Dollar Amount (NDL) for Material and labor, for a period of 20 years from 3/20/2020. Installer's Warranty: two years from date of Substantial Completion

        2. The roof membrane will be covered with protection boards, or drainage boards, as recommended by the roofing manufacturer.

        3. Roof insulation will be installed over the drainage/protection board.

4. The roof assembly will be finished with concrete pavers on a pedestal system for the roof terraces and main roof where designated for public access. Rubber walk pads provided where access for maintenance is required, rubber walk pads fixing shall follow manufacturer's recommendation

5. Roof Insulation: Insulation shall be polyisocyanurate 4" with an "R" value of 22 as required to meet the Energy Conservation Construction Code of New York State. The thickness of the insulation shall be consistent throughout the roof surface

6. Surface Finish: The surface finish will be roofing or concrete pavers as described above

7. Expected Useful Life: The roofing system shall have a minimum life of 20 years.

8. Flashing Material: There will be stainless steel or aluminum counter flashing and membrane base flashing as required and will be compatible with the roofing manufacturer's recommendations.

9. Terrace pavers and deck materials and finishes and installation is acceptable by the manufacturer's and installer's standards in order to retain warranties and are appropriate for daily foot traffic. The rooftop materials and finishes and installation is acceptable by the manufacturer's and installer's standards in order to retain warranties and are not appropriate for daily foot traffic and are only appropriate for periodic maintenance activities. Where installed, rooftop paver and deck material is assigned as a limited common element.

iii. Roof Drains:
    1. Material and type: Quantity and Location as per approved drawings – 11 Roof Drains provided, connected to the storm sewer riser. Flow limiting devices installed for detention purposes to 0.25 Cubic Feet per Second.

    2. Scuppers and Leaders for secondary roof drainage: Stainless steel scupper and leaders or metal railing systems are designed to prevent accumulation of water on the roof past the design quantity in the event of blockage at the main roof drains at roof and roof bulkheads. Each Bulkhead has 1 Scupper and leader combination draining onto the main roof.

iv. Skylights: None.

v. Elevator and Stair Bulkhead:

1. The exterior walls of the elevator bulkhead will be 3" EIFS finish, 3/8" drainage mat, liquid applied waterproofing, air and vapor barrier, with concrete backup, and grout-filled CMU backup. The exterior walls of the exit stair bulkhead will be an EIFS finish system (3" EIFS, 3/8" drainage mat, liquid applied waterproofing, air and vapor barrier) with concrete backup, and backup consisting of 16 gauge 6" load bearing metal studs, R-19 minimum batt foil-faced fiberglass insulation (foil on warm side), 20 gauge 2-1/2" metal stud furring, and two (2) layers of type 'X' gypsum wallboard.

2. The height of the bulkhead at the stair measures 8'-4-1/2" from the top of the slab at the stair landing to the top of the stair bulkhead roof slab. The height of the bulkhead at the elevator measures 14'-2" from the top of the main building roof slab to the top of the elevator bulkhead roof slab. Stairway access to the roof is in compliance with NYC FC Chapter 10

vi. Metal Work at Roof Levels
    1. Exterior Metal Stairs: Two exterior painted steel stairs provided for access to bulkhead roofs for inspection of HVAC equipment.

    2. Railings: Painted galvanized steel railings at 3'6" high shall be installed on the parapets of the bulkheads. Railings shall have Vertical Bars and constructed so that a 4" sphere may not pass through.

    3. Dunnage: None

vii. Roof Top Facilities: Condominium shall have unlimited access to all areas of the roof for the purposes of making inspections or repairs. The roof is accessible by exit Stair "A", and exit Stair "B" and the elevator.
Private Cabanas: Twenty Four (24) Private rooftop cabanas will be constructed of 6'-0" tall weather-resistant fencing material. The roof was designed in compliance with all applicable provisions of the 2014 NYC Fire Code, including Section FC 504.4 (Rooftop Access).

9. Fire Escapes: None

10. Interior Public Stairs:
    i. Number of Stairs:
        1. There are two (2) main stair cores in the building containing a scissor type fire stair. Each stair extends from the roof to the Ground floor with some egress provided through the main lobby on the ground floor. Stair "B" extends from the roof to the cellar and

egress is provided by taking the exit stairs up to the ground floor and exiting directly to the street

2. Enclosure: The stairs will be enclosed with minimum 2-hour fire rated gypsum board metal stud wall, 6" CMU wall, or Poured in Place Concrete Wall. All stair walls will be painted, all stair enclosures on each floor shall have adequate lighting.

3. Stair Construction: All the stairs and landings will be cast-in-place concrete with anti-slip finish.

4. Stringers: None

5. Treads & Risers: Cast-in-place concrete.

6. Hand Rails: There shall be a steel pipe handrail in each stair in accordance with the New York City Building Code.

7. Balustrade: None

8. Egress paths including horizontal and vertical egress paths (stairwells, corridors, etc) comply with applicable codes.

11. Interior Stairs: None.

12. Interior Doors and Frames:
    i. Unit Entrances: The Residential units shall be accessed from the public corridor. All unit entrance doors shall have hollow metal frame and will meet the New York City Building Code requirement, all unit entrance door shall have self-close hinges. The unit interior doors shall be solid core wood doors with hollow Metal frames painted with semi-gloss finish. All Unit Entrance Doors to be 1 ½ rated .

    ii. Public Corridor Doors and Frames: All doors to be 1 ½ hour rated hollow metal doors and frames and will meet the New York City Building Code requirements.

    iii. Stair Doors and Frames: All doors shall be 1 ½ hour rated hollow metal doors and frames and will meet the New York City Building Code requirements, All stairs doors shall have a small window with fire rated glass, the door shall be fitted with automatic closer.

    iv. Cellar Level and Roof Level Doors and Frames: These doors and frames shall be hollow-metal and will meet the New York City Building Code requirements.

13. Elevators: There shall be two (2) passenger elevators (Elevators "PE1" & "PE2") servicing the residential units from the 1st floorto the Roof level. The cellar is not served by the elevators.
    i. Manufacturer: Kone , 3500 lb. capacity

    ii. Elevator speed: 200 feet/minute

    iii. Operation: Simplex

    iv. Automatic Controls: Independent service, inspection service, fireman service Phase I & II, handicap requirements, homing to lobby, selective collection operation, self-leveling, hall button disconnect.

    v. The elevator will be gearless traction machine room-less type with AC Motors.

    vi. The elevator doors will be single speed doors.

    vii. There will be an elevator control closet located at the Bulkhead level adjacent to each elevator's respective machine room.

14. Elevator Cab: Passenger elevator cab will be custom manufactured and shall be in conformance with applicable code provisions.
    i. The floor material will be tile.

    ii. The walls for the elevator cab will be covered with stainless steel panels.

    iii. The ceilings for the elevator cab will be a standard stainless steel panel drop ceiling.

    iv. The lighting of the cab will be recessed LED lighting.

    v. Alarm, safety system:
        1. The elevator will be linked to the building fire alarm system as required by the New York City Building Code.

        2. Security cameras will be provided and installed by others.

        3. An emergency hands-free auto-dial telephone will be provided in the cab.

        4. Elevator cab will be provided with recall feature as part of the total elevator control system design. There are no emergency generators being provided.

15. Sound Transmission:
    i. Characteristics of gypsum drywall assemblies have STC ratings determined per ASTM E 90 and classified per ASTM E 413 by a qualified independent

testing agency. Acoustical sealant for exposed and concealed joints complies with ASTM C 834. Noise control in the building meets New York City Building Code Section BC 1207.

16. Sub-Grade Drainage System
    i. No sub-grade drainage system is provided for the foundation of the building

17. Service Entrances
    i. No Entrances are designated as "Service Entrances"

I. **Auxiliary Facilities**

1. Common Laundry Room: None.

2. Refuse Disposal:
    i. Incinerators: None

    ii. Trash Chutes:
        1. Two (2) trash chutes located in the Refuse Rooms next to each elevator core at each level from the ground floor to the fourth floor.

    iii. Compactors:
        1. Two (2) compactors located in the refuse rooms at the ground floor level. The sponsor reserves the right to install compactor brand Multi-Pak Corporation model #MP-8TE or one of equal or better grade and will have standard manufacturer's warranty

    iv. Refuse Storage Location: The refuse will be stored in the Refuse room located at the Ground Floor level. Recycling of designated materials will be per local law requirements. Recyclables (if required) will be stored in recyclable bins located in the Refuse room located at the Cellar level.

    v. Bags and recyclables shall be transported to street level by the building superintendent or a contracted service company and then removed by the New York City Department of Sanitation. The pick-up schedule will be determined by the New York City Department of Sanitation and posted on their website.

3. Storage:
    i. Cellar
        1. Twenty Eight Unstacked (28) Wire Cage Storage spaces are provided in the Cellar level.
            a. Twenty Six (26) shall be available to residential unit owners pursuant to a license agreement.
            b. Two (2) shall be reserved as a common element for building storage
            c. The storage spaces in the cellar are not accessible via elevator.

d. Storage Spaces S1, S3, and S6 contain a structural column which reduces the available storage space.

ii. 1st Floor
1. Twenty (20) StackedWire Cage Storage spaces shall be available to residential unit owners pursuant to a license agreement. Each individual cage is approximately 3'-5" Wide x 5' Deep x 7' High. Ten (10) of the Wire Cages are at floor level and span to 7' high, and Ten (10) of the Wire Cages are stacked on top of those at the floor level starting at 7' above the floor and spanning to 14' high. A ladder is not provided for the accessing the storage spaces.
2.
3. Five (5) of the storage spaces at the floor level are designated as HC accessible.

iii. Storage Square Footage
1. 398 SF Total Aggregate
2. Between 6 and 10 SF each.

iv. Security
1. The security and protection of each storage-unit owner's storage unit is his own responsibility.

4. Fireplaces: None

5. Mechanical Rooms:
i. The water meter & fire pump room, electric meter room, as well as other accessory mechanical spaces are located at the Cellar level.

6. Parking Spaces:
i. Two (2) outdoor parking spaces are provided on the ground floor.
ii. There is no garage.
iii. The 2 parking spaces are voluntary (no required by the Zoning Resolution)
iv. There is no requirement for ADA compliant parking space and none are provided.
v. The total parking area square footage is 1,058 SF
vi. The curb cuts leading to the parking area shall be a minimum of 9'-0" wide
vii. As per ZR 25-412, the parking spaces are designed and operated primarily for the long-term storage of the private passenger motor vehicles used by the occupants of the residences in the building. Refer to ZR 25-412 for details.
viii. Finish: Concrete
ix. Drainage: Floor drains provided draining into the storm water system.
x. The parking spots are of type "Unattended Parking"
xi. Fencing & Screening: The parking areas are provided with aluminum fencing so that no portion of such facility is visible from adjacent public sidewalks or publicly accessible areas.

7. Package Room

i. One (1) indoor Package room is provided on the 1st floor in the Lobby area, near the mailboxes.
ii. The package room is secured by a Steel door with a lock that is actuated by the intercom system, requiring either a code or a key-fob to enter. The room is fireproofed as per the table in Section B.2.ii

J. Building Security

1. Intercom
    i. The building shall be fitted with a video intercom system which allows for 1-way video and 2-way audio communication from each unit to the main front entrance and allows for each unit to unlock the main entry doors remotely from within each unit. The unit shall be an AiPhone GT System with Virtual Doorman or equivalent.

K. **Recreational Facilities**

1. There are 2 indoor recreation areas provided.
    i. An indoor accessory recreation room is provided on the ground floor with a total of 579 SF of occupiable space with a maximum occupant load of 33.It shall be furnished as a gym with the following equipment or equal or better:
        1. 2 Treadmills
        2. 2 Stationary Bicycles
        3. 1 Stair Steppers
        4. 1 Fixed Weight Machine
        5. 1 Free Weight Area
    ii. A second indoor accessory recreation room is provided on the ground floor with a total of 525 SF of occupiable space with a maximum occupant load of 33. It shall be unfurnished.
2. An indoor bicycle room with 129 SF of space and racks to accommodate 13 bicycles is located at the Ground floor level
    i. The walls are 2 hour fire rated and clad with Gypsum Wall Board to be painted. The doors will be metal of 1.5 hour fire rating and be painted. The security and protection of any property left by the property-owner is at his own risk is his own responsibility.
    ii. Bicycle rack model: Racor B-1R Bike Rack, Wall Mounted or equal or better.
    iii. The Bicycle room spaces shall be allocated as first-come-first-served.

L. **HVAC**

1. Heating and Cooling
    i. Each dwelling unit will be furnished with a combination heating and cooling split-system heat pump air conditioner(s) manufactured by Daikin. The heating and cooling system is designed to meet the NYC Energy Code and maintain legally required internal and ambient temperatures. Ducts and/or pipes in interior or conditioned spaces to have minimum R6 insulation. Ducts and/or pipes in exterior or unconditioned spaces to have minimum R8 Insulation with pipe insulation thickness of minimum 1.5”
        1. 1 Bedroom Units
            a. Indoor Expansion Unit– 2x Daikin FXSQ12TAVJU OR FXSQ09TAVJU

b. Rooftop Compressor Daikin RXTQ36TAVJU
c. 3 Tons
d. 15.5 SEER (ASHRAE 6.8.1-2)
e. 9.0 HSPF (ASHRAE 6.8.1-2)

2. 2 Bedroom units –
   a. Indoor Expansion Units
   b. 3x Daikin FXSQ30TAVJU OR FXSQ12TAVJU OR FXSQ09TAVJU
   c. Rooftop Compressor Daikin RXTQ48TAVJU
   d. 4 Tons
   e. 16 SEER (ASHRAE 6.8.1-2)
   f. 9.0 HSPF (ASHRAE 6.8.1-2)
3. 3 Bedroom Units –
   a. Indoor Expansion units
   b. 4x Daikin FXSQ30TAVJU OR FXSQ12TAVJU OR FXSQ09TAVJU
   c. Rooftop Compressor Daikin RXTQ60TAVJU
   d. 5 Tons
   e. 15.5 SEER (ASHRAE 6.8.1-2)
   f. 10.5 HSPF (ASHRAE 6.8.1-2)

ii. Installer provided 2 year parts and labor warrant
iii. All packaged HVAC Units, Air Handlers, Blowers, Furnaces, and Condensing Units are provided with appropriate Vibration Isolators.
iv.

2. Ventilation
   i. Units
      1. Kitchens & Bathrooms are vented mechanically in accordance with the NYC Building Code. Energy Recovery Units are provided and designed to meet the NYC Energy Code
         a. Energy Recovery Ventilator
            i. Panasonic Intelli-Balance 100
            ii. FV-10VEC1
            iii. 95 CFM
            iv. Noise emission rating of 51.3 DBA
   ii. Common Areas
      1. The compactor room, refuse rooms, and corridors are vented mechanically in accordance with the NYC Building Code. Energy Recovery Units are provided and designed to meet the NYC Energy Code
         a. Energy Recovery Ventilator
            i. Panasonic Intelli-Balance 100
            ii. FV-10VEC1
            iii. 95 CFM
         b. Fan
            i. Penn Barry with Yaskawa V1000 VFD
            ii. DX16B
            iii. 200-3000 CFM
         c. Fan
            i. Penn Barry
            ii. DX06B (RKE-1, RKE-2)

iii. 100, 500 CFM

d. Fan

i. Penn Barry
ii. DX08B (RTE-1, RTE-2)
iii. 450, 320 CFM

2. Cellar
3. The cellar is vented with Three 50 CFM and One 95 CFM 6x6 intake registers and provided with One 250 CFM Fresh Air Return Register. The gas meter room is provided with One 300 CFM Fresh Air Intake.

M. <u>Electrical Power</u>

1. Electrical Power Distribution and Metering
   i. New switchboard equipment will provide power as required to service the house loads and residential unit loads as follows: 3 phase, 4 wires, 208/120V AC 1,600 Amps.
      1. All house electrical power consumption will be metered. Power consumption of each Residential unit will be separately metered.
      2. All units will have 208/120 Volt, 1 Phase, 100 amp, 3-Wire Panel with 30 – 36 poles,
      3. Quantities of circuits, sizes of panels, feeders and distribution are adequate for modern usage including full air conditioning power.
      4. All electrical wiring will be new. The electrical wiring, including the A/C, will be adequate for modern usage.
2. Residential Unit General Electrical Provisions
   i. General
      1. All receptacles installed within the residential units shall be listed tamper resistant type.
      2. All 120 volt, single phase, 15 and 20 ampere branch circuits in living rooms, dining rooms, bedrooms, closets, hallways and similar areas shall be protected by an Arc Fault Circuit Interrupter (AFCI) type circuit breaker.
   ii. Bedrooms
      1. Wall mounted local switch for control of ceiling mounted lighting fixture at the entrance to the bedroom.
      2. One cable TV outlet and one combination data/telephone outlet shall be provided in all bedrooms.
      3. Duplex receptacles shall be provided to meet code requirements at a minimum, spaced every 12 ft; 6 ft from end of wall. Quantities vary based on bedroom layout and size.
      4. A smoke detector shall be installed in each bedroom as well as outside of all bedrooms within 15ft of the entrance to bedrooms. Detectors shall be 120 volt and shall have a 9 volt battery back-up.
   iii. Kitchen
      1. Three dedicated 1 pole, 20 amp separate circuits for microwave, dishwasher and refrigerator.
      2. General receptacles mounted above the counter spaced to meet code requirements at a minimum; 4 ft. on center; 2 ft. from end of counter or permanently installed appliance/sink. Two to three receptacles to a circuit.

3. Ground fault interrupter type devices (GFCI).
4. Recessed lighting fixtures and an associated wall switch shall be installed within all kitchens.

iv. Living/Dining Room
1. Wall mounted local switch for lighting purposes at the entrance to the unit.
2. Each living room shall have its own cable outlet and combined telephone/data outlet.
3. Duplex receptacles shall be provided to meet code requirements at a minimum, spaced every 12 ft; 6 ft from end of wall. Quantities vary based on space layout and size.

v. Bathrooms
1. All receptacles to be GFCI type devices fed from a separate circuit.
2. One GFCI type receptacle shall be provided for each sink.
3. Wall mounted lighting fixtures shall be provided above each vanity. Every tub and shower enclosure shall be provided with a recessed ceiling type lighting fixture listed for wet locations. Vanity, tub and shower lighting shall be separately controlled from a wall switch.

vi. Washer/Dryer closet
1. Separate receptacles shall be provided for a clothes washer and electric clothes dryer. The receptacle for the electric clothes dryer shall be 250 volt, 30 ampere, Nema 6-30R which is typical for most standard electric clothes dryers.

vii. Corridor/Hallway
1. Lighting with an associated wall switch shall be installed as required.

viii. Foyer Closet
1. Receptacle to provide 120V power for network interfaces.

ix. Outside Roof Terraces
1. One GFCI type receptacle with a weather proof type enclosure shall be provided at all accessible roof terraces/balconies.

3. Intercom/Lobby Door Control Provisions
   i. Intercom functions and Lobby door release functions to be incorporated into the building.
   ii. Lobby doors shall be equipped with electrically operated door locks at building entrance doors. System shall be provided for communicating to each unit and lobby door release.
4. Telephone, CATV and Data Cabling Provisions
   i. Telephone, Cable TV and Data service will be provided to equipment in the main telephone service/distribution room in the cellar.
   ii. Cabling will be run to each unit and terminated in a distribution device.
   iii. Intercom functions to be provided to each Residential unit.
5. Public Area and Emergency Lighting Provisions
   i. Public Area lighting complies with applicable codes.
   ii. Emergency lighting will be provided in all fire stairs.
   iii. Emergency lighting shall be provided through the use of emergency ballast battery packs in fluorescent light fixtures where possible, and through self contained type, ceiling or wall mounted emergency lights where necessary.
   iv. Exit signs will be LED illuminated type with integral battery backup.

6. Lightning Protection System
    i. No lightning protection system will be provided for the building.
7. Emergency Power Generation: None.

N. <u>Plumbing</u>

1. Domestic Water System
    i. The NYC DEP approved the cross-connection letter on PENDING (checked 10/19/2021), approval number PENDING (checked 10/19/2021).
    ii. A new 3" water service from the city's supply line will be equipped with water meter and backflow prevention device, Wilkins 975XL. The proper water pressure will be maintained by a duplex booster pump assembly by Synchro Flo, Inc., Model 55DA53GAF, (208V, 3 Ph) which can provide from 50 to 100 gallons per minute (GPM) to deliver domestic water to the plumbing fixtures throughout the Building. The main shut-off valve is located in the cellar in the water entry room.
    iii. Domestic water distribution piping shall be type "L" copper with soldered joints.
    iv. Domestic water will be delivered to all plumbing fixtures, interior and exterior hose bibs and mechanical equipment. All hot and cold piping will be insulated with 1" insulation. For cold water pipe insulation, the jackets shall be the vapor barrier type. Insulation of piping is as per code requirements.
    v. Each unit has its own 50 gall electric hot water tank Model AOSmith ENT-50. Each tank carries a 6 year limited tank and parts manufacturer's warranty. The tank meets the efficiency requireemtns of the US Department of Energy and Current Edition of ASHRAE/IES 90.1 with an Energy Factor of 0.92.
    vi. Hot water distribution system routing will generally follow cold water distribution. Hot water circulation will be provided to maintain water temperature as required by plumbing standards.
2. Sanitary System
    i. Fully vented 6" sanitary system (cast iron) will be provided to drain plumbing fixtures and equipment rooms throughout the Building. All fixtures will be trapped and vented. The sanitary system will be connected to the NYC public sewer system located on Quincy St.
    ii. A Sewer Ejection Pump of type Federal Pump Seage Model #VSA-4A-5-4 50 GPM 58' D.H. 5 H.P. 1750 RPM (Duplex Unit Round Pit) is providedin the cellar in the water and sewer utility room.
    iii. An Elevator pit sump pump of type Little Giant Model #10E-CIA-RFW Automatic with Float Switch 20 GPM 20' D.H. ½ HP is provided inside each elevator pit at or below the cellar level.

3. Storm Water System
    i. Storm water from building roofs will be discharged into a storm drain piping discharging to the street combined sewer. This storm water will be discharged through the roof detention system, which consists of controlled flow roof drains. Storm water riser consists of 4" cast iron pipe connected to the building's sanitary system through 8" house trap. The storm drainage piping will be independent from sanitary system throughout the Building.
4. Gas System

i. A new 4" Low-pressure gas service pipe will be schedule 40 black steel, the gas will have central master meter for the hot water heaters and individual gas meters for each residential unit. The residential units will have gas ranges.

O. <u>Fire Protection System</u>

1. Sprinkler System
    i. A full wet-sprinkler system will be provided to protect the entire building consisting of concealed, sidewall, and upright chute heads of approved type by the NFPA.
    ii. A 6" Sprinkler Service will be connected to the City water supply from Quincy Street. Vertical in- line sprinkler booster pump, 15 HP, (250GPM@50 PSI), and jockey pump 1HP, (10 GPM@60 PSI) will be installed, in order to create the required level of fire protection.
    iii. Approved 6" double check valve detector assembly, Wilkins 350DA, with by-pass water meter, will be installed at the point of entry of the fire water service, in order to comply with NYC DEP regulations.
    iv. Two Siamese connections are available at the building 1st floor street walls for FD use. One each on Quincy Street and Downing Street. Each will be 6"x3"x3" of approved type for use by the NYC FD.
2. Fire Alarm System
    i. The Fire Alarm system shall be a smoke detection and sprinkler fire alarm system. The panel will be located on the cellar level and a remote annunciator panel shall be provided at the main ground floor entrance. The system will be connected to the Central Monitoring Station via dedicated telephone line.
    ii. The power to the sprinkler alarm will come from a fused disconnect switch, before the building service switch. The alarm will have back up power battery.
    iii. The system will consist of the flow switches and tamper switches on each of the shut-off valves. iv.) A Manual Pull Station will be provided at the exit from the main lobby.
    iv. The system will be inspected and approved by the NYC Fire Department.
3. Residential Smoke detectors
    i. Each residential unit will have local hard wired smoke detectors located in each bedroom and within fifteen (15) feet of a bedroom door.
    ii. The detectors will have battery backup.
    iii. The residential detectors will not be connected to the Sprinkler Alarm System.

P. <u>Permits and Certificates</u>

1. The following inspections will be conducted concurrently with construction with final sign-off at the issuance of the Certificate of Occupancy.
    i. NYC Department of Buildings
    ii. Mechanical and Plumbing
    iii. Electrical
    iv. Fire Department

2. As of the time of writing, the required recuring inspections are listed below. The board of managers is responsible for verifying the completeness of this list, staying informed as to any updates made by any authorities having jurisdiction, and performing the inspections.
    i. Energy Benchmarks
    ii. Elevator
    iii. Equipment Use
    iv. Sprinkler & Fire Alarm
    v. Water Service Backflow
    vi. LL87 – Energy Audits

Q. Violations

1. Any Building Code Violations will be corrected prior to the issuance of the Permanent Certificate of Occupancy.
2. No asbestos will be used in the construction of the building.
3. Sponsor will cure any outstanding violations prior to the closing.
4. As of 10/19/2021
   There are Twenty (20) active DOB violations. 18 of the violations are “NYC Energy Benchmarking Violations” from 2012-2019 and 2 are inspection based violations from 2005.

R. Unit information

1. Method used to calculate Gross Floor area: Each Unit consists of the area measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit or to the exterior side of the opposite exterior walls. Each Unit consists of the area measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling. Please note useable space of the unit is "significantly less than" the measured space as the useable space excludes the thickness of the perimeter walls of the unit and may or may not include the space for mechanical shafts that pass through the unit.

S. **Finishes /Appliances**

1. General: All finishes are subject to Sponsor’s right to substitute finishes of equal or better quality as recognized by industry standards for performance, efficiency, longevity and/or other classifications as applicable. Sponsor may substitute the foregoing item with one of equal or better grade.
    i. Residential Lobby
        1. Floors Porcelain Tile, Soho
        2. Baseboards Porcelain Tile, Soho
        3. Walls Painted
        4. Ceilings Painted
    ii. Hallways
        1. Floors: Carpet Tiles
        2. Walls: Wallpaper & Flat Finish Paint
        3. Ceilings: Painted, Flat Finish

iii. Gym, Lounge:
    1. Floors: Tile, SoHo
    2. Walls: Painted, Flat Finish
    3. Ceilings: Painted, Flat Finish

iv. Egress Hallways:
    1. Floors: Painted Concrete or Tile, Soho
    2. Walls: Painted, Flat Finish
    3. Ceilings: Painted, Flat Finish

v. Package Room & Mail Room:
    1. Floors: Tile, Soho
    2. Walls: Painted Flat Finish
    3. Ceilings, Painted, Flat Finish

vi. Elevator:
    1. Floors: Tile, Soho
    2. Walls: Stainless Steel
    3. Ceiling: Formica Paneling or Equivalent Paneling

vii. Bicycle Storage Room:
    1. Floors: Painted Concrete or equivalent durable surface
    2. Walls: Painted, Flat Finish
    3. Ceiling, Painted, Flat Finish

viii. Interior of Residential Condominium Units, General Appliances in all units
    1. Washer: LG, 24" frontload, White, Model #WM1355HW
    2. Dryer: LG, 24" ventless frontload, White, Model #DLEC855W
    3. Washer/Dryer are stacked, ventless, and of condensing type.

ix. Finishes all units
    1. Floors Hard Wood " Select " ¾" x 3-1/4" white Oak stained and polished
    2. Baseboards Painted wood to match walls
    3. Walls Painted / Eggshell finish (1 coat primer and 2 coats of finish)
    4. Ceilings Painted / Flat finish (1 coat primer and 2 coats of finish)

x. Kitchens (All appliances shall be as specified below, or equivalent) Appliances, fixtures, and fittings
    1. Refrigerators:
        a. Fisher & Paykel, 36" Model # RS36A72J1N (2 & 3 Bedroom Units)
        b. Fisher & Paykel, 32" Model # RS32A72J1 (1 Bedroom Units)
    2. Dishwasher: Blomberg 24" Model # DWT51600FBI
    3. Oven: Blomberg 30" Model # BWPS30200SS
    4. Cooktop: Blomberg 30" Model #CTE30410
    5. Range Hood: XO Glide out Range Hood Model # XOC30SMUA
    6. Microwave: GE Microwage Model # JES1072SHSS
    7. Kitchen Sink: Kohler or equal
    8. Kitchen Faucet: Artos Kitchen Faucet FCT with pull down spray

xi. Finishes all units
    1. Floor Hardwood " Select " ¾" x 3-1/4" white Oaked stained and polished
    2. Walls Painted / Eggshell finish.

3. Counters Quartz
4. Ceiling Painted / Flat finish
5. Cabinets Cesar - Laminate w/ ABS edge fixed

xii. Bathroom

1. Fixtures and fittings
    a. Built In Tub Albana 3060 Alcove Rectangular Bathtum
    b. Freestanding Tub Apol Monarch Freestanding Tub
    c. Tub fittings Dohen Linear Tile in Shower Drain
    d. Sink Custom Vanity Sinks
    e. Sink Faucet Trova Widespread Faucent SQU
    f. Shower Artos Premier Series Shower Set / + 3 Jets
    g. Shower fittings Thermostatic Rough with 2-way diverter
    h. Toilet Paper Holder Elevate Euro Paper Holder
    i. Towel Bar Elevate Bathroom Towel Bar 18" Black Matte
    j. Toilet Muse One Piece Toilet
    k. Toilet Seat IWash S-11 Elongated Bidet Seat White
2. Finishes
    a. Floors Porcelain Tile
    b. Walls Painted (mildew resistant) / Matte finish, Porcelain Tile
    c. Shower Floor Porcelain Tile
    d. Counters Quartz
    e. Ceilings Painted (mildew resistant) / Flat finish
    f. Cabinets Laminate

2. Safety and warning devices
    i. Each condominium has a hard wired smoke detector with local alarm and local annunciating. Detectors shall be ceiling or wall mounted in each bedroom and within fifteen (15) feet of a bedroom door. Detectors shall be 120 volt type with battery backup.
    ii. All systems described above are required by the New York City Building Code.
3. Asbestos
    i. Asbestos containing materials were removed from the building and approved by the NYC Department of Environmental Protection. Asbestos Control Form Number ACP5 CONTROL NUMBER: 3673212 Dated 2/10/2020 by Christopher Germano, DEP Certified Asbestos Investigator Certificate Number 128025.
    ii. According to the report, the entire building is now free of asbestos containing materials (ACM).
    iii. According to the report, ACM was removed as follows:
        1. 150 SF of Vinyl and Mastic Tiles on the 4th Floor
        2. 600 LF of Elbow and Pipe on the 1st Floor
        3. 1,975 SF of Flashing on the Roof
        4. 300 LF of Elbow and Pipe at the Cellar
        5. 300 LF of Boiler and Flue at the Cellar
    iv.

4. Lead-based paint
    i. No lead-based paint will be used anywhere in the construction of the Building.
    ii. Given the date of the construction of the existing building, it is presumed that Lead-based paint may be present on existing elements of the building such as cast iron columns and steel beams and on the existing interior surface of the exterior walls, behind the new interior surfaces.
5. New York City Energy Conservation Code
    i. TO THE BEST OF MY KNOWLEDGE, BELIEF, AND PROFESSIONAL JUDGEMENT, THESE PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH THE 2016 ENERGY CONSERVATION CODE OF NEW YORK CITY (BY APPLICATION OF ASHRAE 90.1-2013 AS AMENDED BY APPENDIX CA).

T. **Documents to be transferred to the condominium management**

1. Final As-Built drawings, e. g. structural, mechanical, electrical, plumbing, approved shop drawings;
2. Operation & Maintenance manuals for mechanical equipment;
3. Electronic system manual
4. Re-commissioning manual
5. Equipment warranties
6. NDL Manufacturer's roof warranty
7. Major equipment Start-Up Sheets
8. Control System As-Built
9. Original Test & Balance Report for HVAC System
10. Post-construction In-Door Air Quality report.

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
2/10/2020
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) 321384783 **Control Number: 3673212**

2. Premise No. 22 Street Name QUINCY ST Borough Brooklyn Zip 11238

3. AKA 10 QUINCY ST, 26 QUINCY ST Type of Facility Other BIN 3056489 Block 01972 Lot 0001

4. Building Owner QUINCY ST INVESTORS LLC Address 1834 CONEY ISLAND AVE

5. City BROOKLYN State NY Zip 11230 Contact Person DAVID SCHWARTZ

6. Tel. # (917) 750-1154 Fax # _____ Email _____

7. Work Type Other (STRUCTURAL)

Description of the Entire Scope of Work

FILE STRUCTURE WORK TYPE FILED IN CONJUNCTION WITH ALT ONE 321384783 ONLY. PHOTOS TAKEN. TRU0048BK20

8. I, CHRISTOPHER GERMANO , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator
05/15/2019 12:15PM-2:00PM, 07/31/2019 8:00AM-4:00PM, 08/21/2019 10:00AM-1:00PM, 02/03/2020 2:30PM-4:00PM 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. the premises or the portion(s) of the premises, included in the scope of renovations was/were determined that there was no asbestos-containing materials (ACM) present

☐ 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.

☒ d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

Floor	Section of Floor(s) Surveyed	Material Assumed to Contain ACM and/or Sampled	Number of Samples Analyzed	Asbestos Present	Assumed ACM	Square Feet	Linear Feet	Abated	Scope of Work Applied
Building Floors-4 to 4	INTERIOR WALLS	CEMENTITIOUS	3	No	No				

I hereby declare the information provided herein is true and complete

CHRISTOPHER GERMANO	2/10/2020	128025	1/18/2021
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (631) 356-3170 Fax # _____

Email aceinspectionsinc@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.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25689569

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
2/10/2020
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

Building Floors-4 to 4	EXTERIOR WALLS	CEMENTITIOUS	3	No	No				
Building Floors-4 to 4	FLOOR	VINYL TILE & MASTIC	3	Yes	No	150		Yes	d
Building Floors-3 to 3	INTERIOR WALLS	CEMENTITIOUS	3	No	No				
Building Floors-3 to 3	EXTERIOR WALLS	CEMENTITIOUS	3	No	No				
Building Floors-2 to 2	INTERIOR WALLS	CEMENTITIOUS	3	No	No				
Building Floors-2 to 2	EXTERIOR WALLS	CEMENTITIOUS	3	No	No				
Building Floors-1 to 4	ELEVATOR SHAFT WALLS	CEMENTITIOUS	3	No	No				
Building Floors-2 to 4	FLOORS	CEMENTITIOUS	5	No	No				
Building Floors-1 to 1	ELBOW AND PIPE	LAGGING	3	Yes	No		600	Yes	d
Building Floors-1 to 1	INTERIOR WALLS	CEMENTITIOUS	3	No	No				
Ground Floor	GARAGE BAY WALLS	CEMENTITIOUS	3	No	No				
Ground Floor	GARAGE BAY FLOORS	CEMENTITIOUS	3	No	No				
Building Floors-1 to 4	WINDOWS	CAULKING	3	No	No				
Building Floors-1 to 1	EXTERIOR WALLS	CEMENTITIOUS	3	No	No				
Roof	PARAPET WALLS	CEMENTITIOUS	3	No	No				
Roof	CHIMNEY	CEMENTITIOUS	3	No	No				
Roof	MAIN ROOF, LOWER ROOF / GARAGE ROOF	ROOFING MATERIALS	5	No	No				
Roof	MAIN ROOF	FLASHING	3	Yes	No	1975		Yes	d
Roof	LOWER ROOF / GARAGE ROOF	FLASHING	5	No	No				
Ground Floor	1ST FLOOR AND GARAGE BAY CEILING	CEMENTITIOUS	3	No	No				

I hereby declare the information provided herein is true and complete

CHRISTOPHER GERMANO	2/10/2020	128025	1/18/2021
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (631) 356-3170 Fax # _____

Email aceinspectionsinc@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.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

CITY OF NEW YORK
CHRISTOPHER GERMANO
CERTIFIED ASBESTOS INVESTIGATOR
128025

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25689569

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
2/10/2020
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

Building Floors-2 to 2	CEILING	CEMENTITIOUS	3	No	No				
Cellar	PIPE & ELBOW CELLAR	CEMENTITIOUS	1	Yes	No		300	Yes	d
Cellar	BOILER & FLUE	LAGGING	1	Yes	No		300	Yes	d
Cellar	WALLS	CEMENTITIOUS	3	No	No				
Cellar	CEILING	CEMENTITIOUS	3	No	No				
Cellar	DEBRIS PILE	CEMENTITIOUS	3	No	No				
Cellar	FLOOR	CEMENTITIOUS	3	No	No				

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
AMERISCI	11480	8/5/2019
AMERISCI	11480	9/3/2019
AMERISCI	11480	9/16/2019
AMERISCI	11480	9/22/2019

11. NYS DOL Asbestos Handling license # 67838 Company Name Ace Inspections, inc.

12.Comment

THIS ACP 5 IS TO BE USED ONLY FOR THE SCOPE OF WORK ENTERED HEREIN. ONLY MATERIALS THAT HAVE BEEN ANALYZED BY A LAB AND DEEMED NEGATIVE FOR ASBESTOS ARE TO BE DISTURBED AND ANYONE UTILIZING THIS ACP 5 ATTESTS TO THE SAME. CAI CONDUCTED A RE-INSPECTION AND ALL ACM HAS BEEN ABATED AND REMOVED. CAI WAS NOT PRESENT DURING THE ABATEMENT AS DOES NOT CERTIFY ANY ABATEMENT PROCEDURES. TRU0048BK20.

I hereby declare the information provided herein is true and complete

CHRISTOPHER GERMANO	2/10/2020	128025	1/18/2021
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (631) 356-3170 Fax #

Email aceinspectionsinc@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.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25689569

10 QUINCY

BROOKLYN, NEW YORK 11238

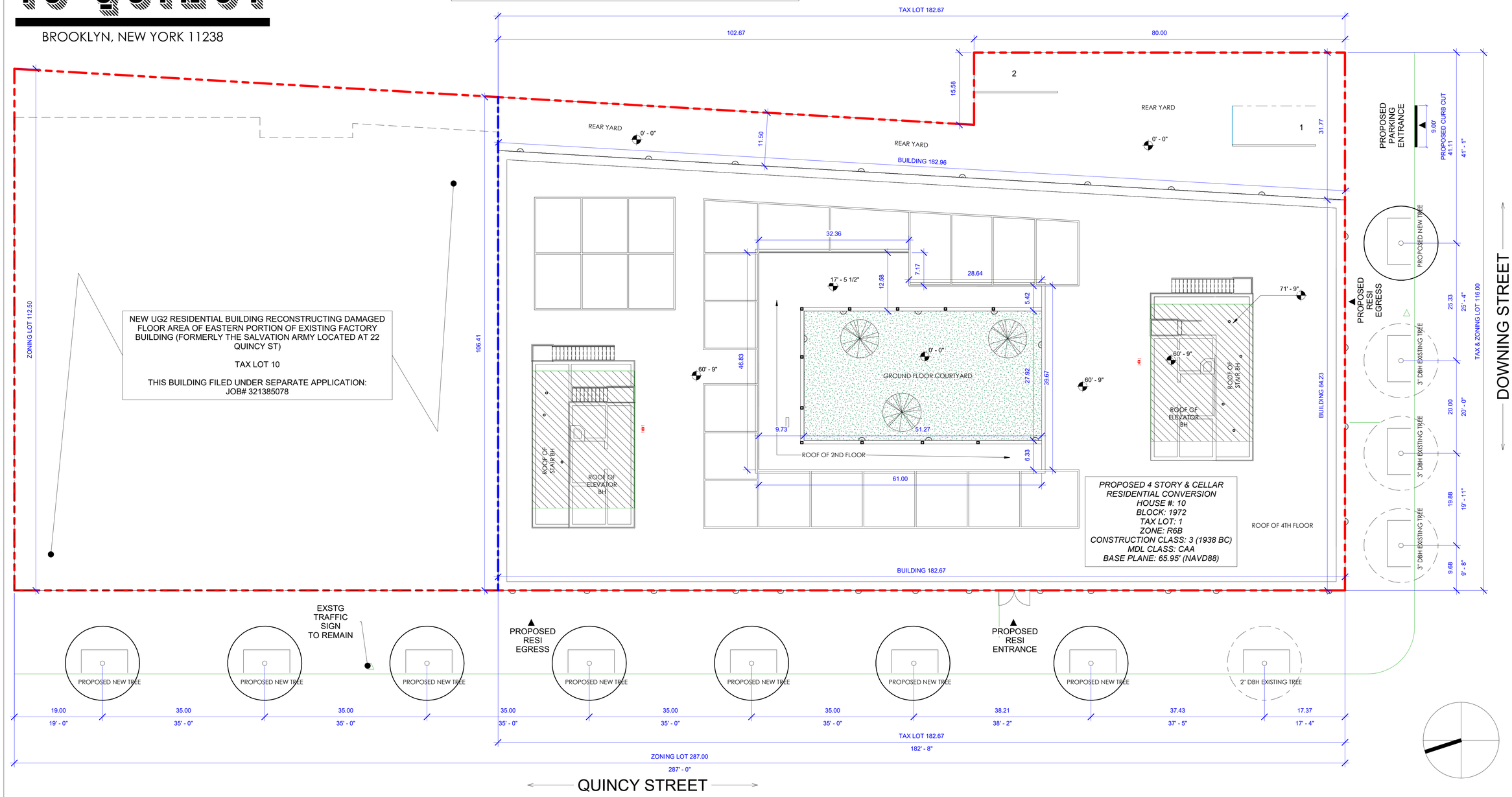
NOTE REGARDING LOT LINES:

HEAVY RED DASHED PERIMITER LINE INDICATES EXTENT OF COMBINED ZONING LOT
HEAVY BLUE DASHED LINE INDICATES DIVISION BETWEEN TAX LOTS 1 AND 10

NEW UG2 RESIDENTIAL BUILDING RECONSTRUCTING DAMAGED FLOOR AREA OF EASTERN PORTION OF EXISTING FACTORY BUILDING (FORMERLY THE SALVATION ARMY LOCATED AT 22 QUINCY ST)

TAX LOT 10

THIS BUILDING FILED UNDER SEPARATE APPLICATION:
JOB# 321385078



1 Plot Plan - Dependent 1 Copy 1 Copy 1
1" = 10'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

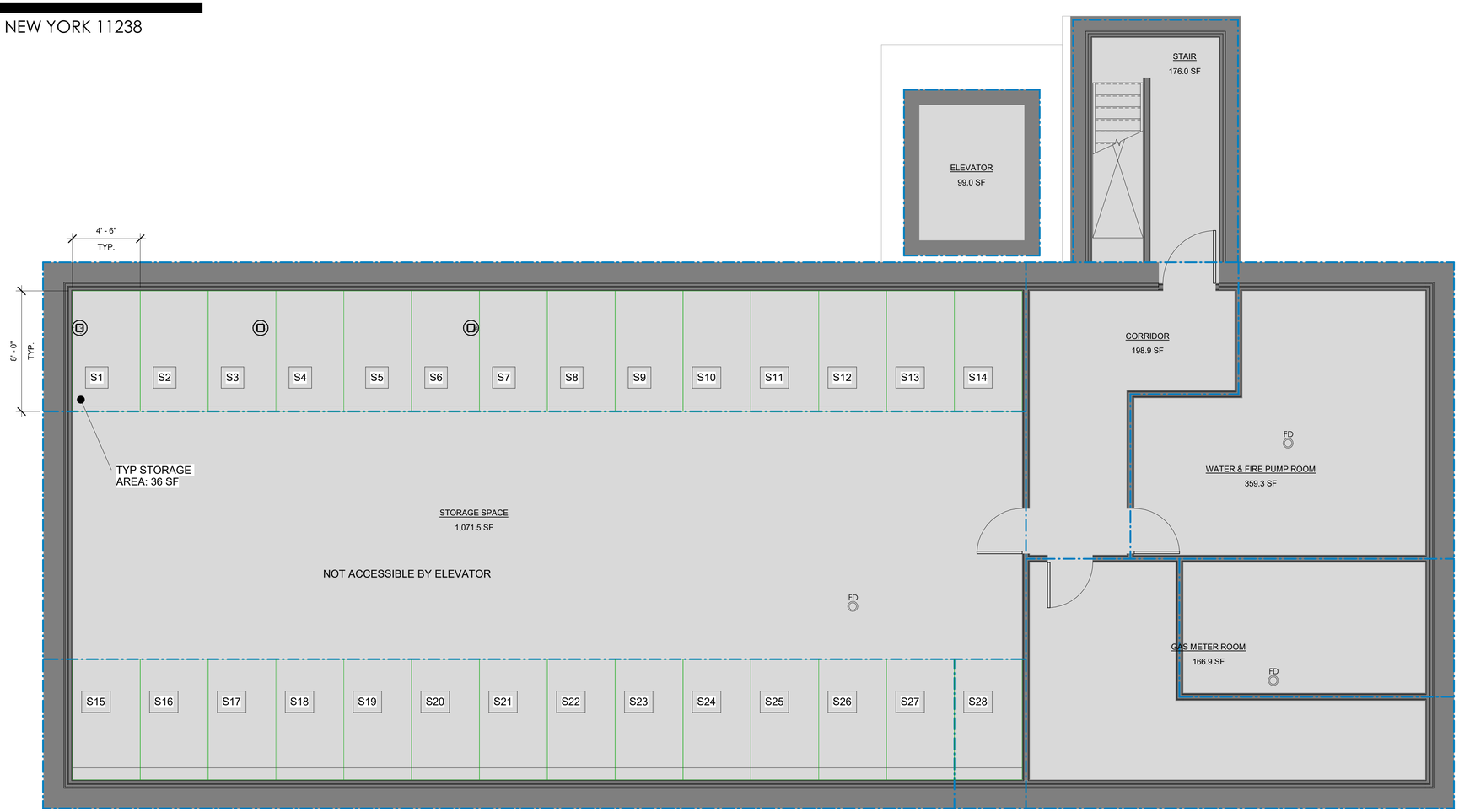
SITE PLAN

10 QUINCY

BROOKLYN, NEW YORK 11238

Rentable Area Legend

Common



1 CELLAR
1/4" = 1'-0"

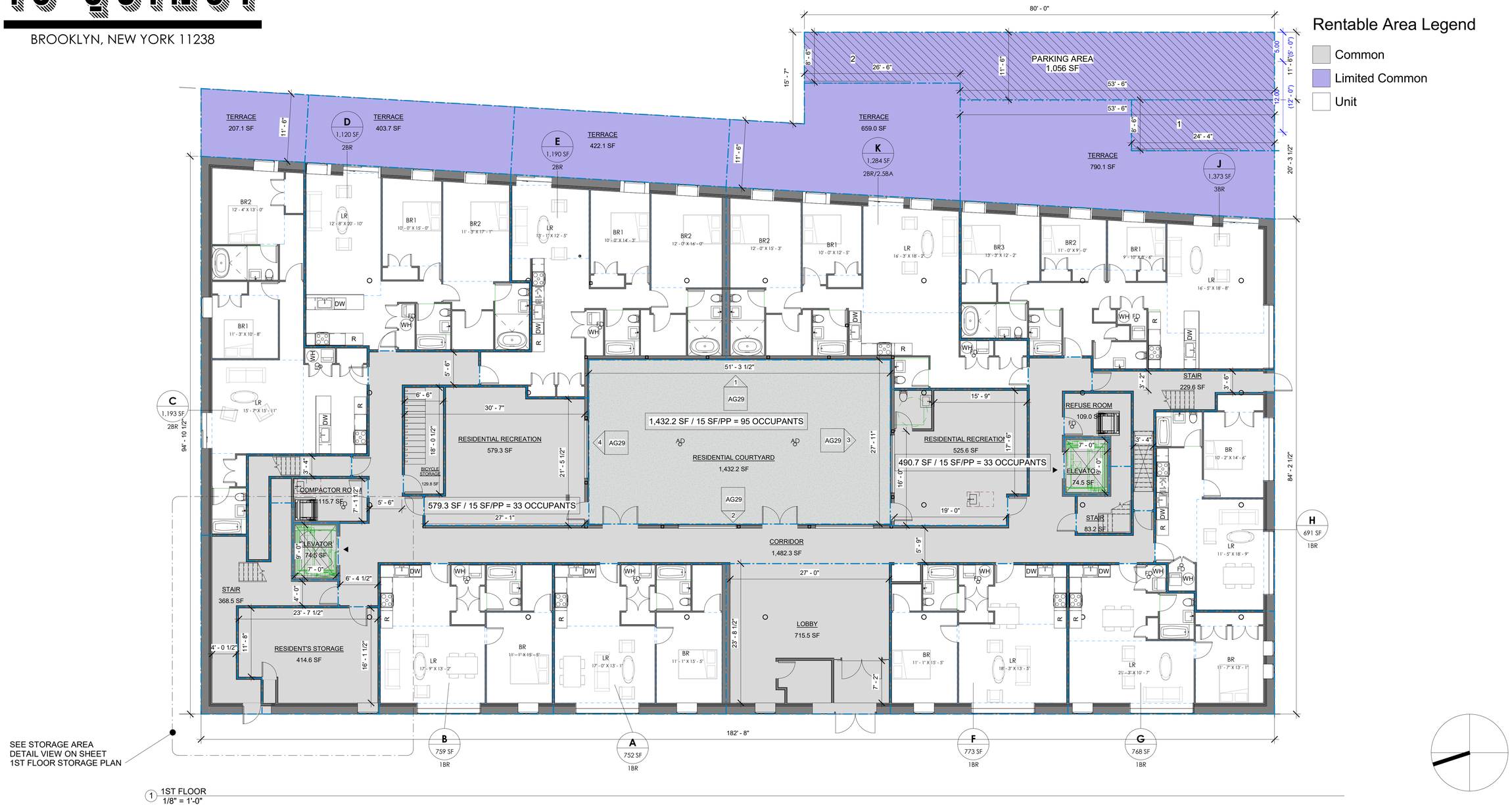
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

CELLAR PLAN

10 QUINCY

BROOKLYN, NEW YORK 11238



1 1ST FLOOR
1/8" = 1'-0"

Rentable Area Legend

- Common
- Limited Common
- Unit

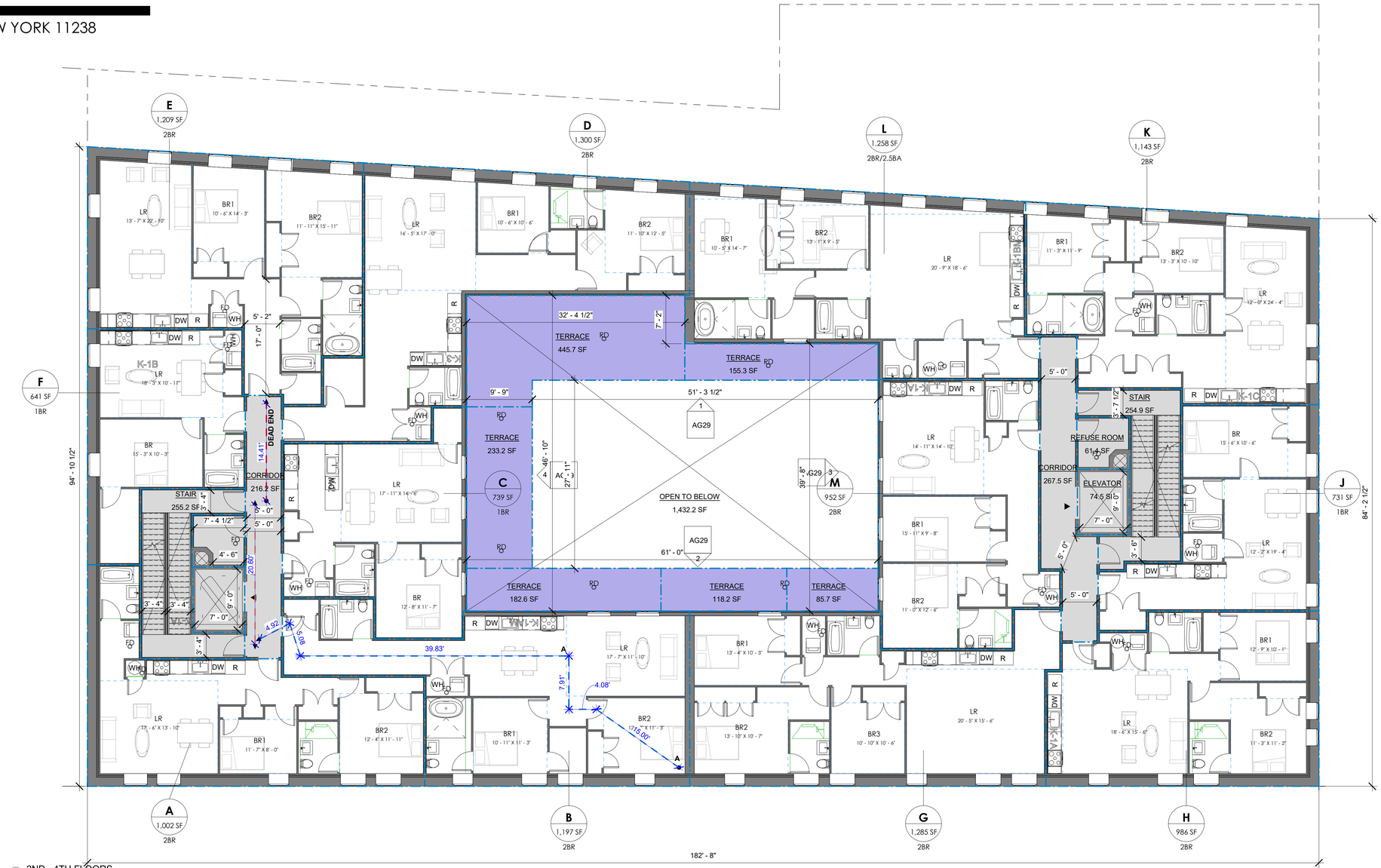
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

1ST FLOOR PLAN

10 QUINCY

BROOKLYN, NEW YORK 11238



1 2ND - 4TH FLOORS
1/8" = 1'-0"

Rentable Area Legend

- Common
- Limited Common
- Unit

*Terraces only on 2nd floor

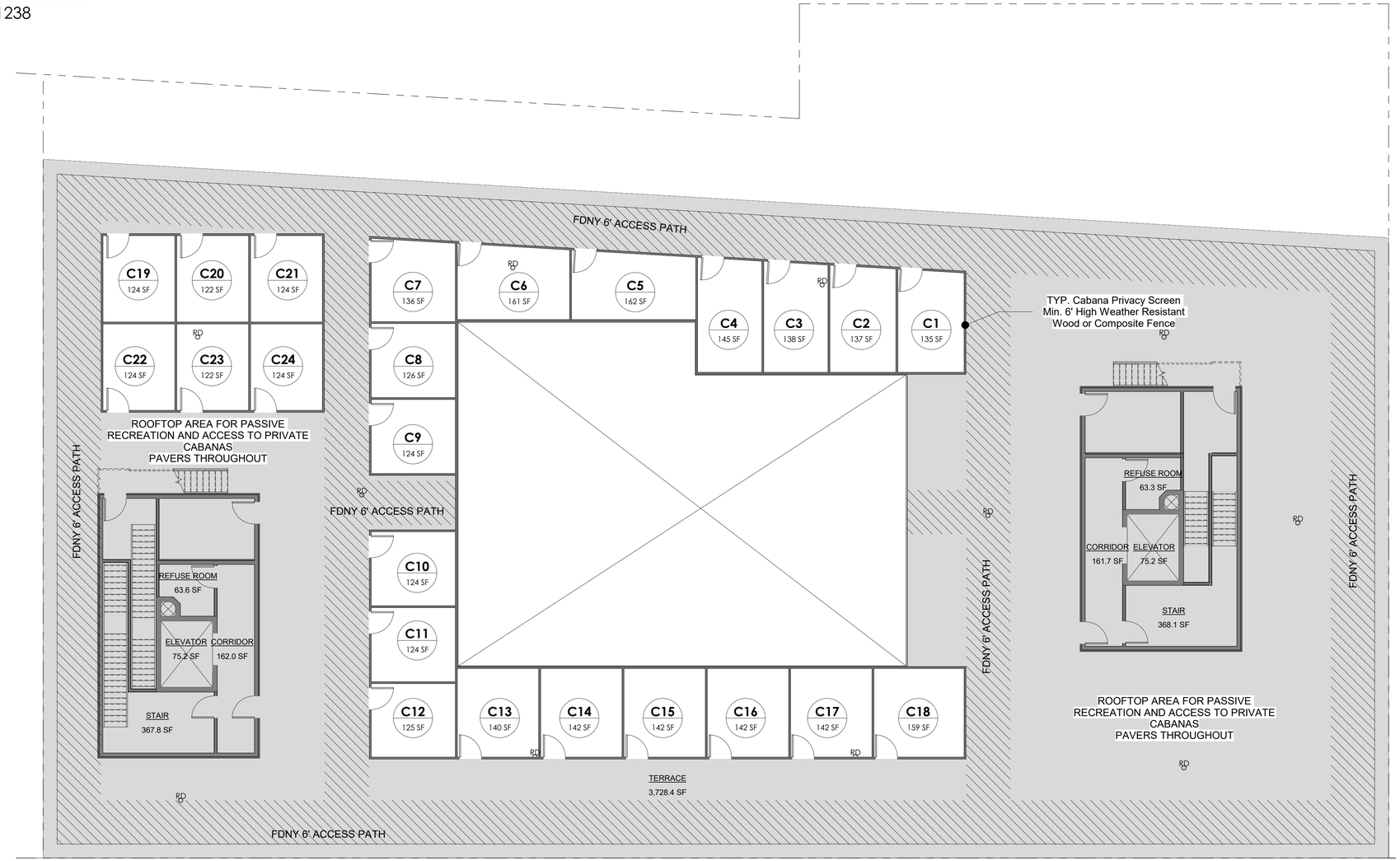
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

2ND - 4TH FLOOR PLANS

10 QUINCY

BROOKLYN, NEW YORK 11238



1 ROOF
1/8" = 1'-0"

Rentable Area Legend

- Common
- Unit

Rooftop Cabana Chart	
Name	**Area**
C1	135 SF
C2	137 SF
C3	138 SF
C4	145 SF
C5	162 SF
C6	161 SF
C7	136 SF
C8	126 SF
C9	124 SF
C10	124 SF
C11	124 SF
C12	125 SF
C13	140 SF
C14	142 SF
C15	142 SF
C16	142 SF
C17	142 SF
C18	159 SF
C19	124 SF
C20	122 SF
C21	124 SF
C22	124 SF
C23	122 SF
C24	124 SF
Grand total: 24	3,242 SF

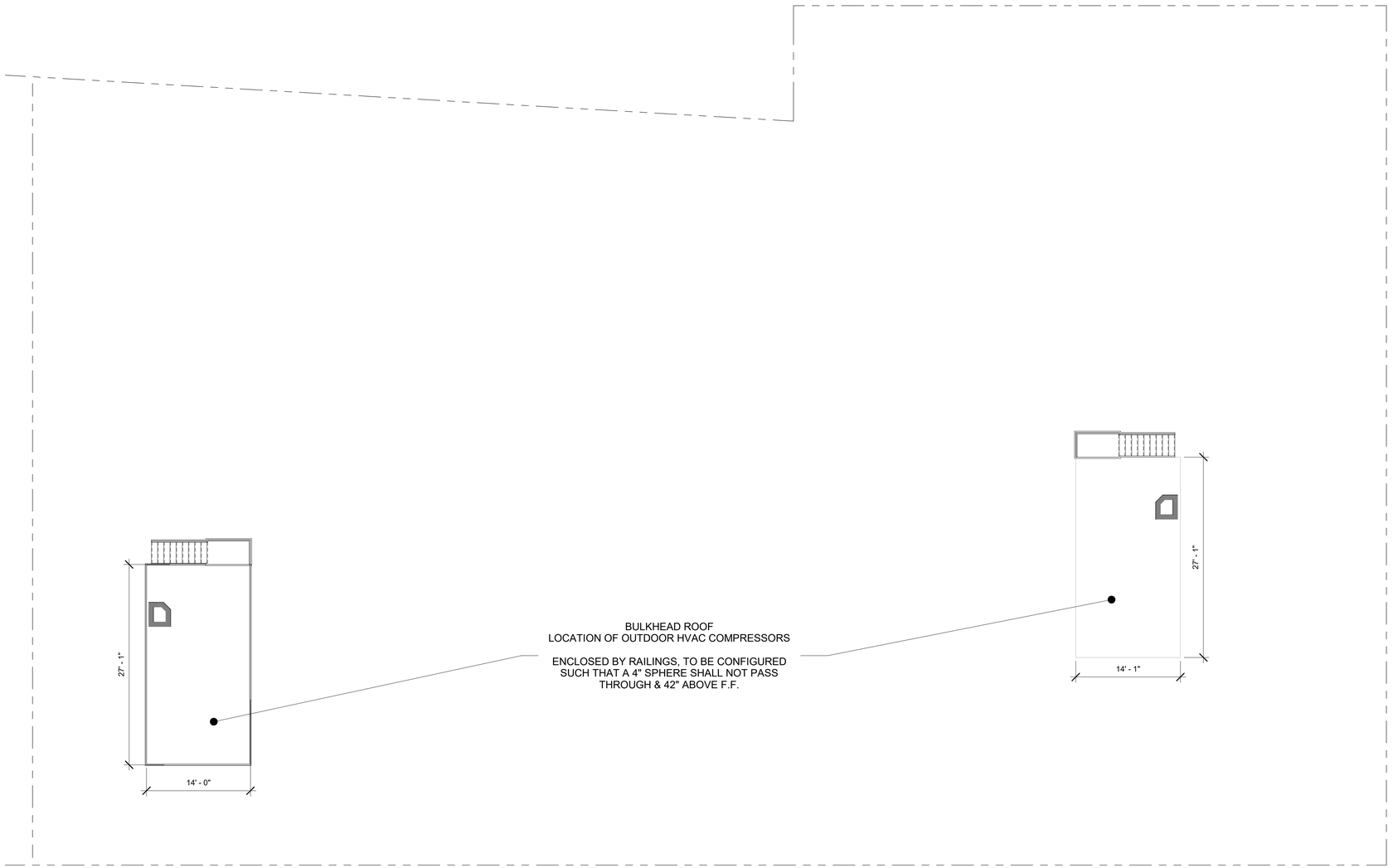
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

ROOF PLAN

10 QUINCY

BROOKLYN, NEW YORK 11238



1 Bulkheads
1/8" = 1'-0"

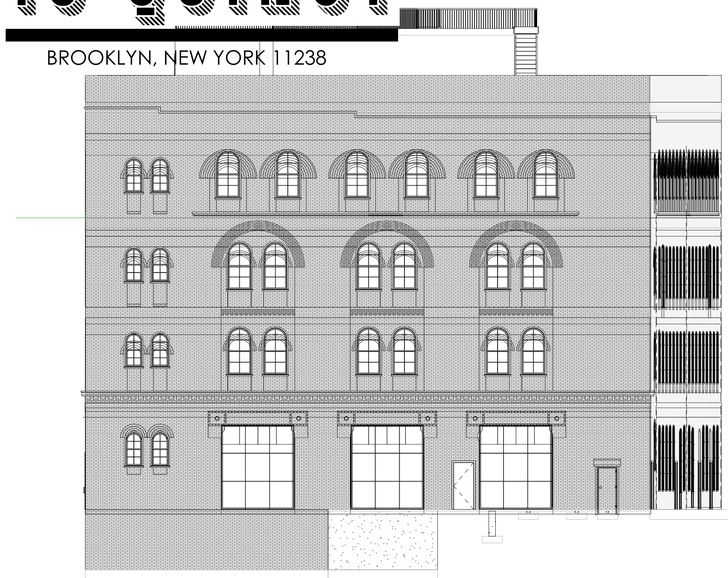
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

BULKHEAD PLANS

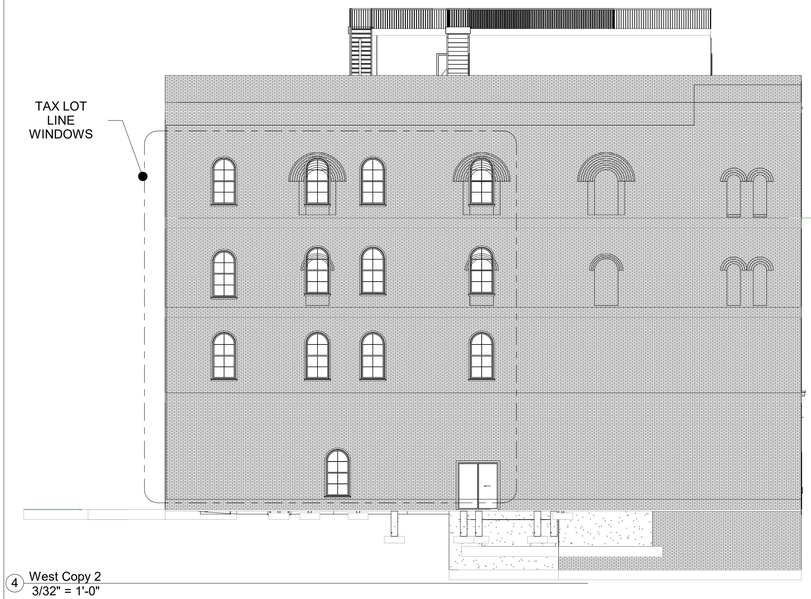
10 QUINCY

BROOKLYN, NEW YORK 11238



2 East Copy 2
3/32" = 1'-0"

1 South Copy 2
3/32" = 1'-0"



4 West Copy 2
3/32" = 1'-0"

3 North Copy 2
3/32" = 1'-0"

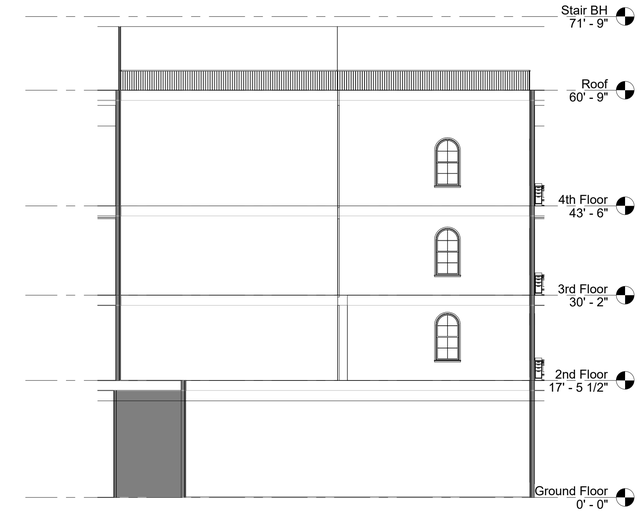
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

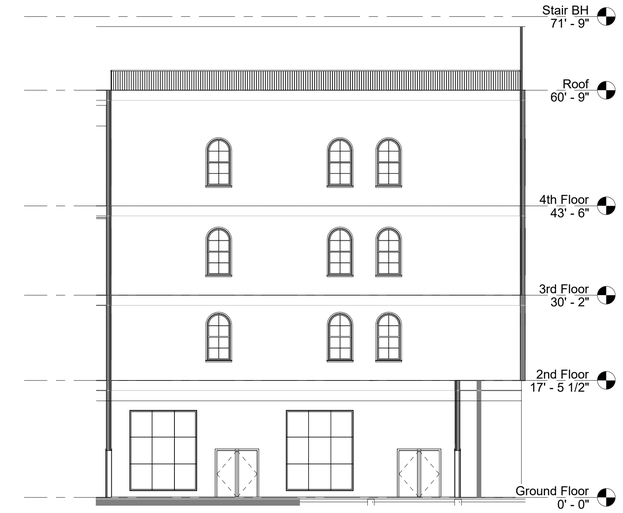
EXTERIOR ELEVATIONS

10 QUINCY

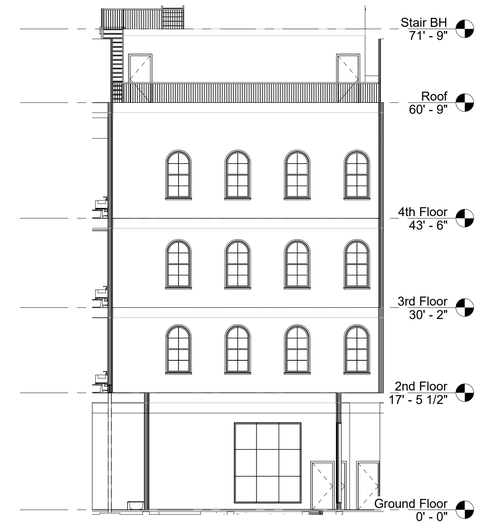
BROOKLYN, NEW YORK 11238



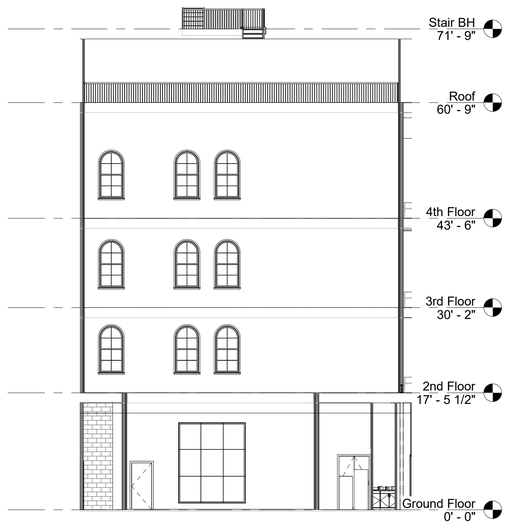
1 Elevation 1 - a
3/32" = 1'-0"



2 Elevation 2 - a
3/32" = 1'-0"



3 Elevation 3 - a
3/32" = 1'-0"



4 Elevation 4 - a
3/32" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

COURTYARD ELEVATIONS

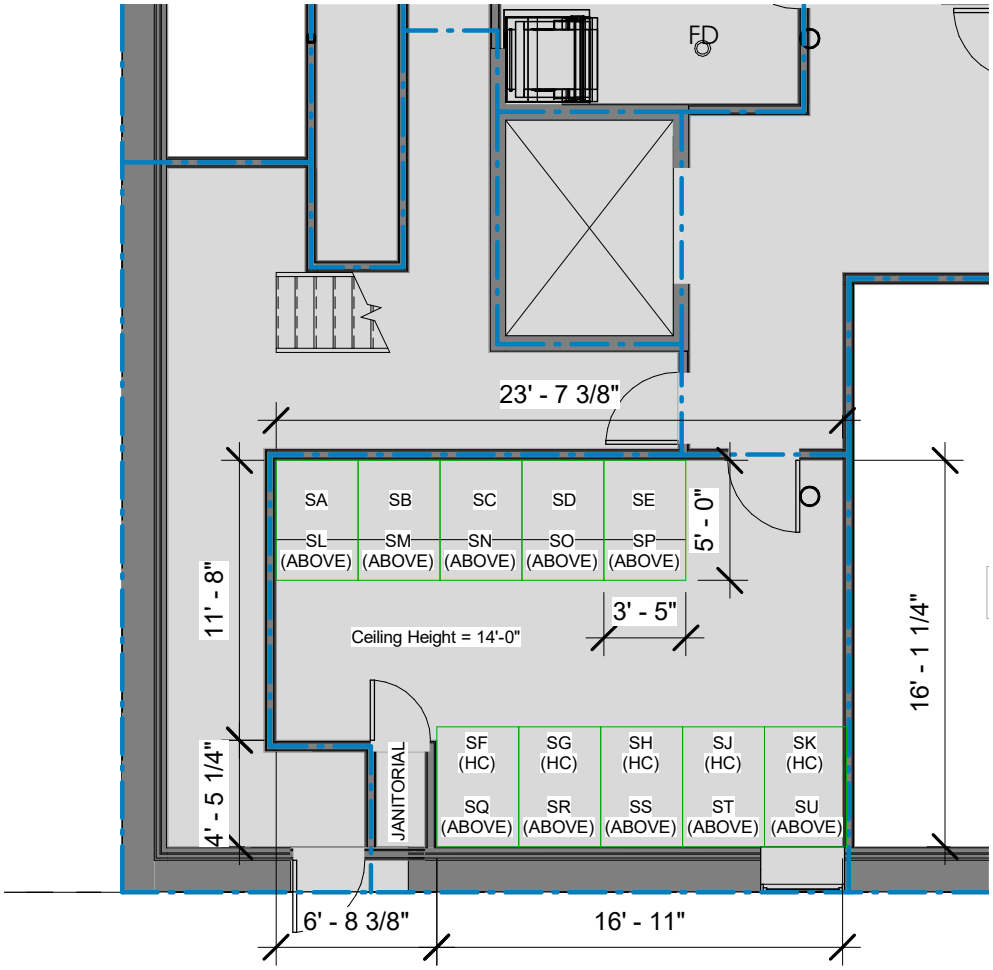
10 QUINCY

BROOKLYN, NEW YORK 11238

20 Storage Spaces Total

10 Storage Spaces (SA-SK) are located at floor level and are 7' tall. (Storage Spaces SF-SK are HC Accessible.)

10 Storage Spaces (SL-SU) are located above Storage Spaces SA-SK and start 7' above the floor and span to 14' above the floor.



1 1ST FLOOR - STORAGE PLAN
1/8" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

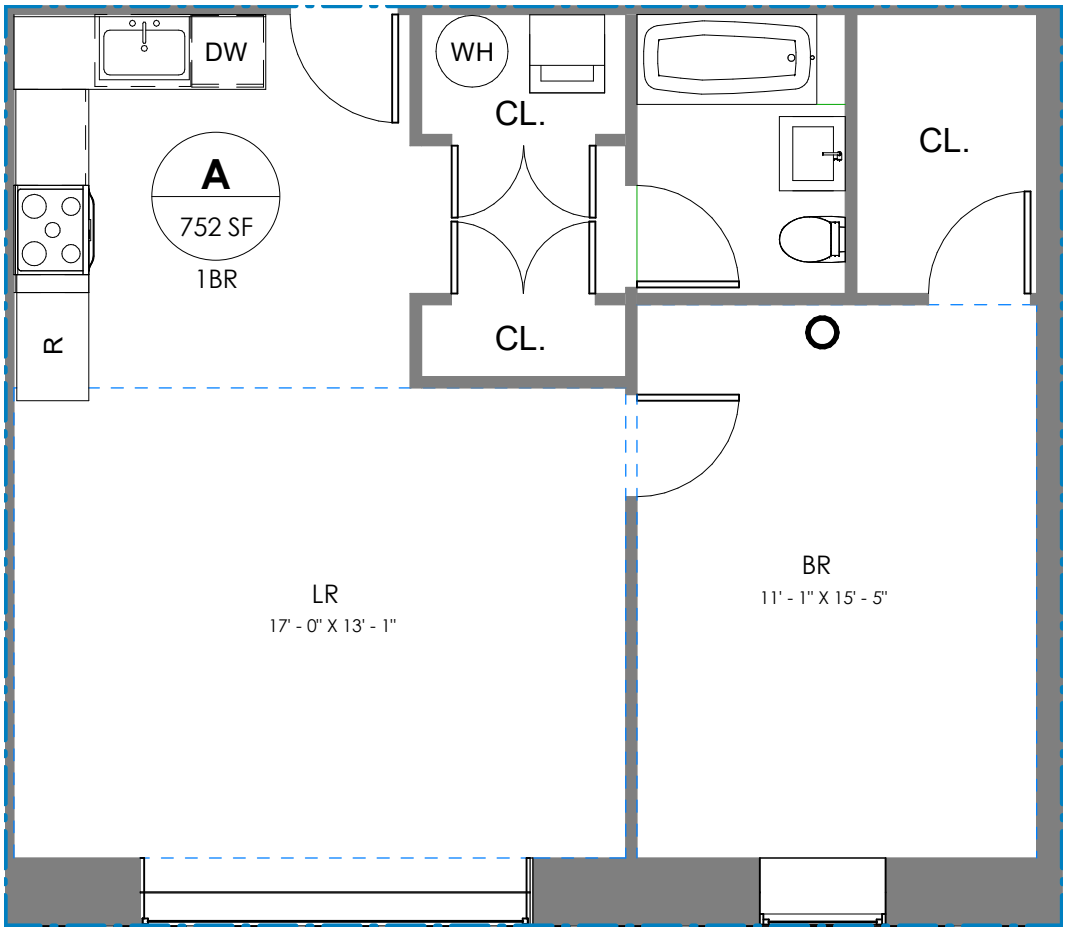
1ST FLOOR STORAGE PLAN

10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT 1A
1 BEDROOM
1 BATHROOM

FLOOR AREA
752 SF INDOORS



1 1A
3/16" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

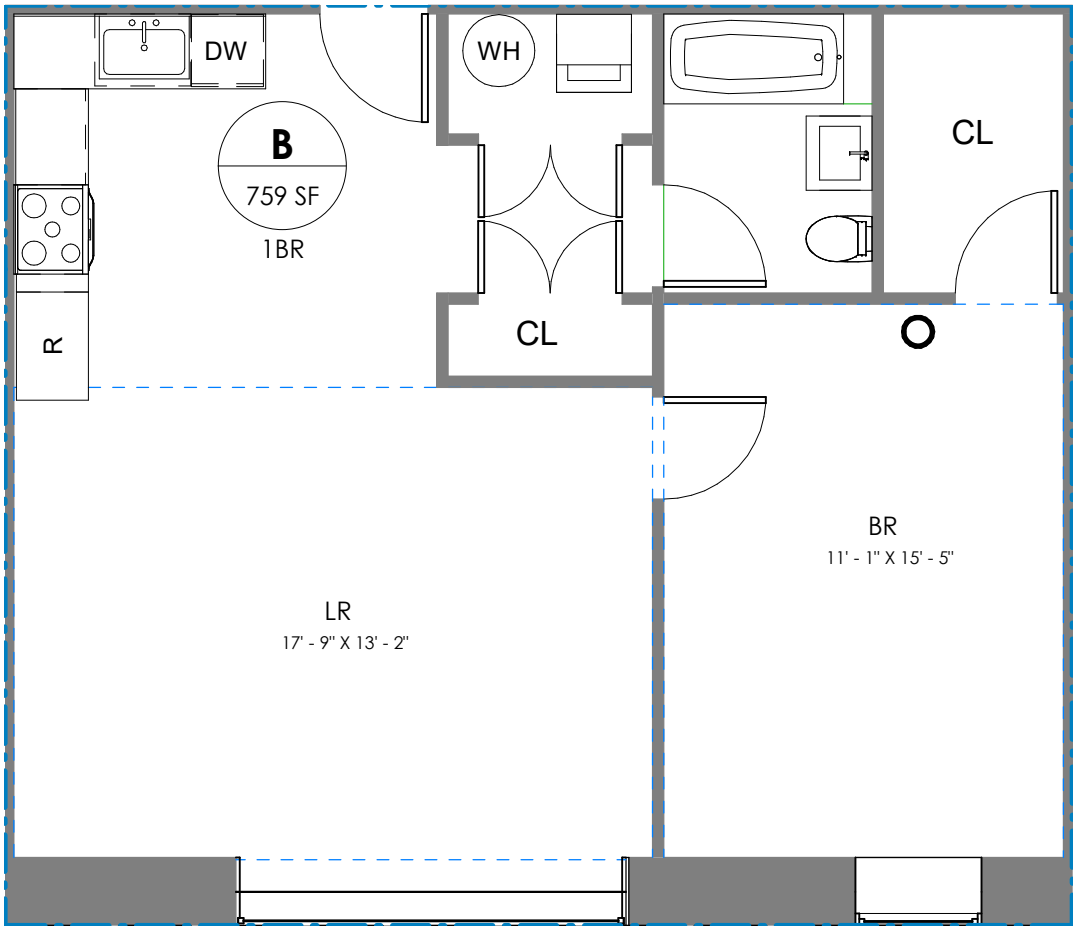
1A

10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT 1B
1 BEDROOM
1 BATHROOM

FLOOR AREA
759 SF INDOORS



1 1B
3/16" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

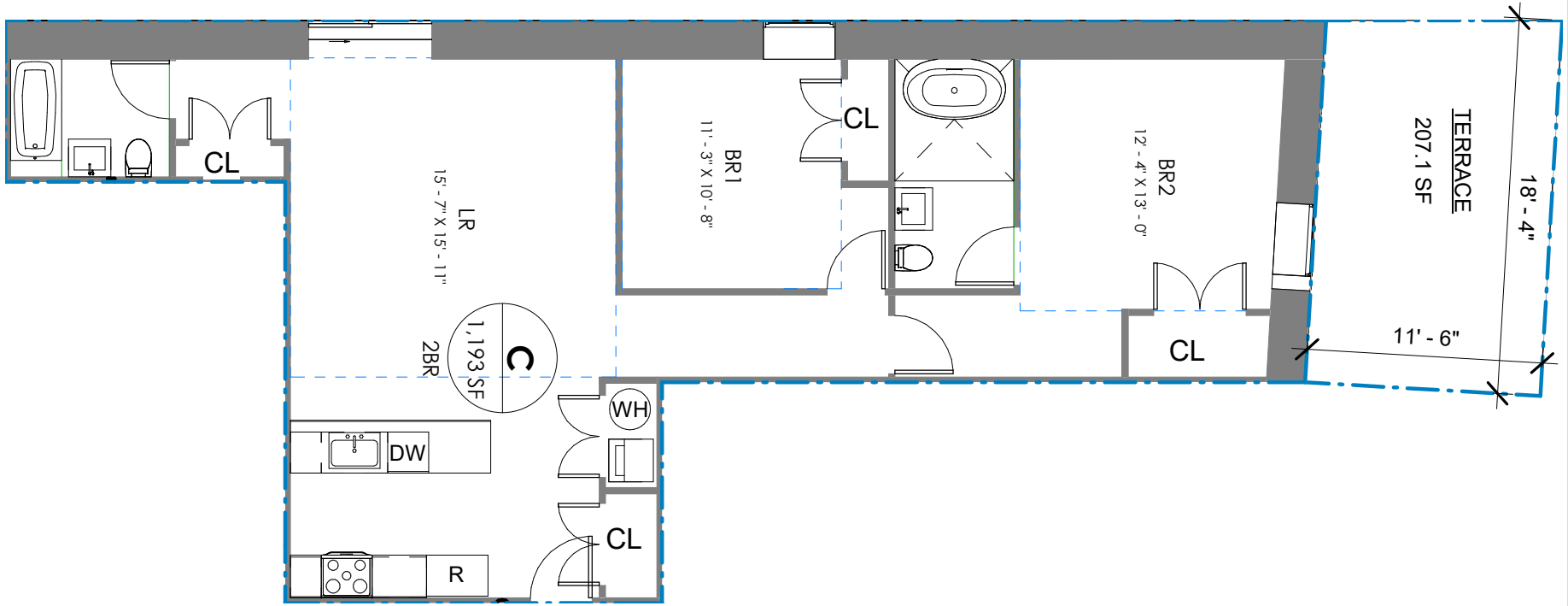
10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT 1C
2 BEDROOM
2 BATHROOM

FLOOR AREA
1,193 SF INDOORS
207 SF OUTDOORS

1/8" = 1'-0" 1C 1



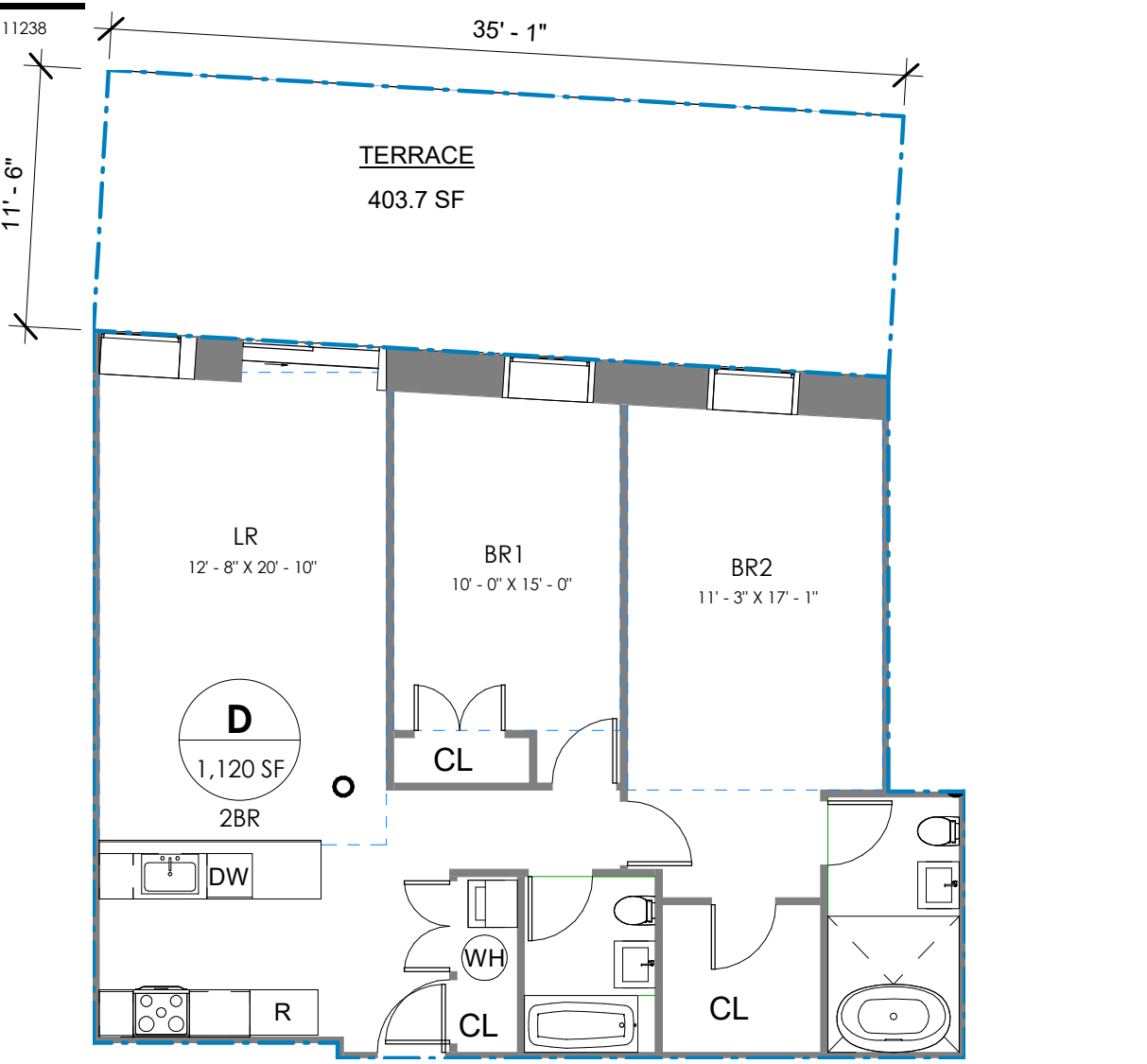
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

1C

10 QUINCY

BROOKLYN, NEW YORK 11238



1 1D
1/8" = 1'-0"

UNIT 1D
2 BEDROOM
2 BATHROOM

FLOOR AREA
1,120 SF INDOORS
404 SF OUTDOORS

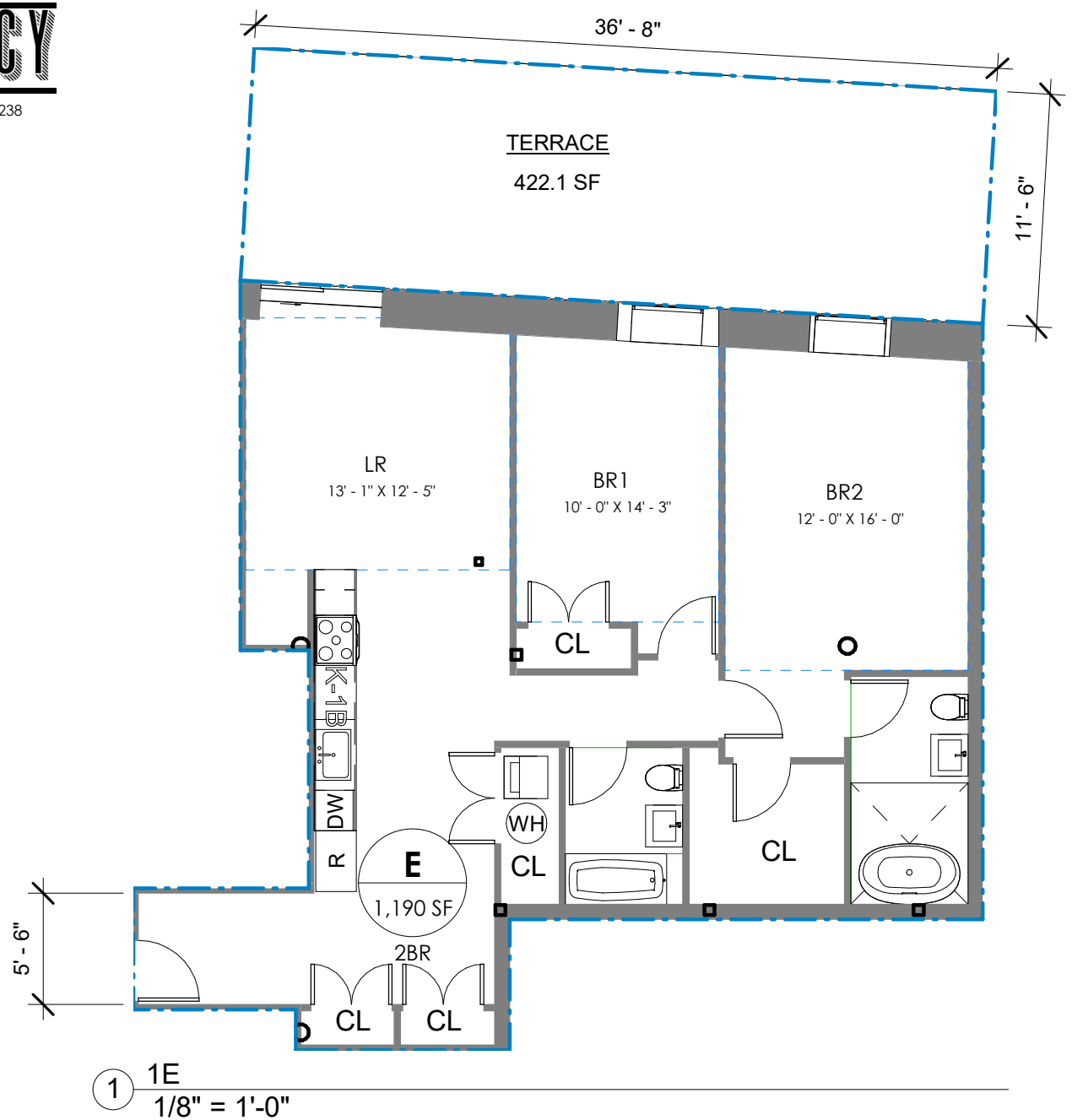
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

1D

10 QUINCY

BROOKLYN, NEW YORK 11238



1 1E

1/8" = 1'-0"

UNIT 1E
2 BEDROOM
2 BATHROOM

FLOOR AREA
1,190 SF INDOORS
422 SF OUTDOORS

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

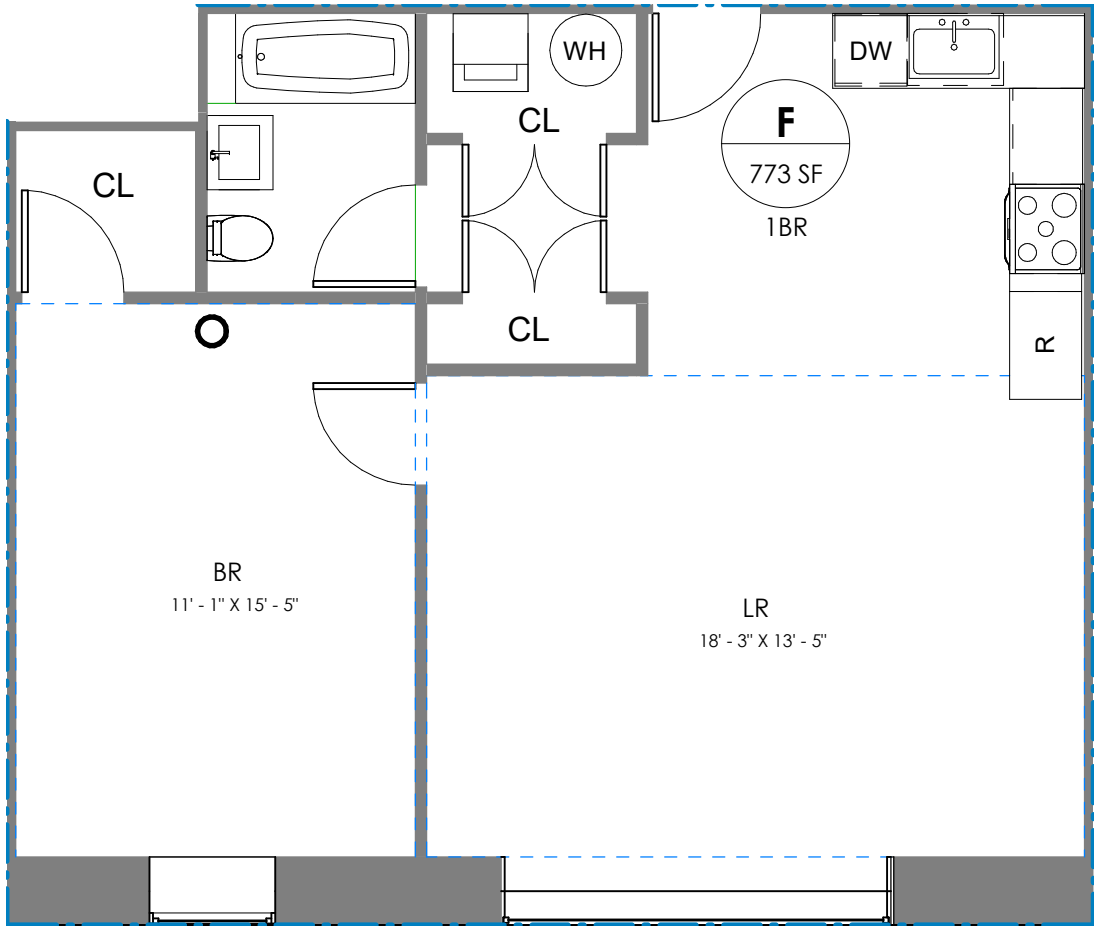
1E

10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT 1F
1 BEDROOM
1 BATHROOM

FLOOR AREA
773 SF INDOORS



1 1F
3/16" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

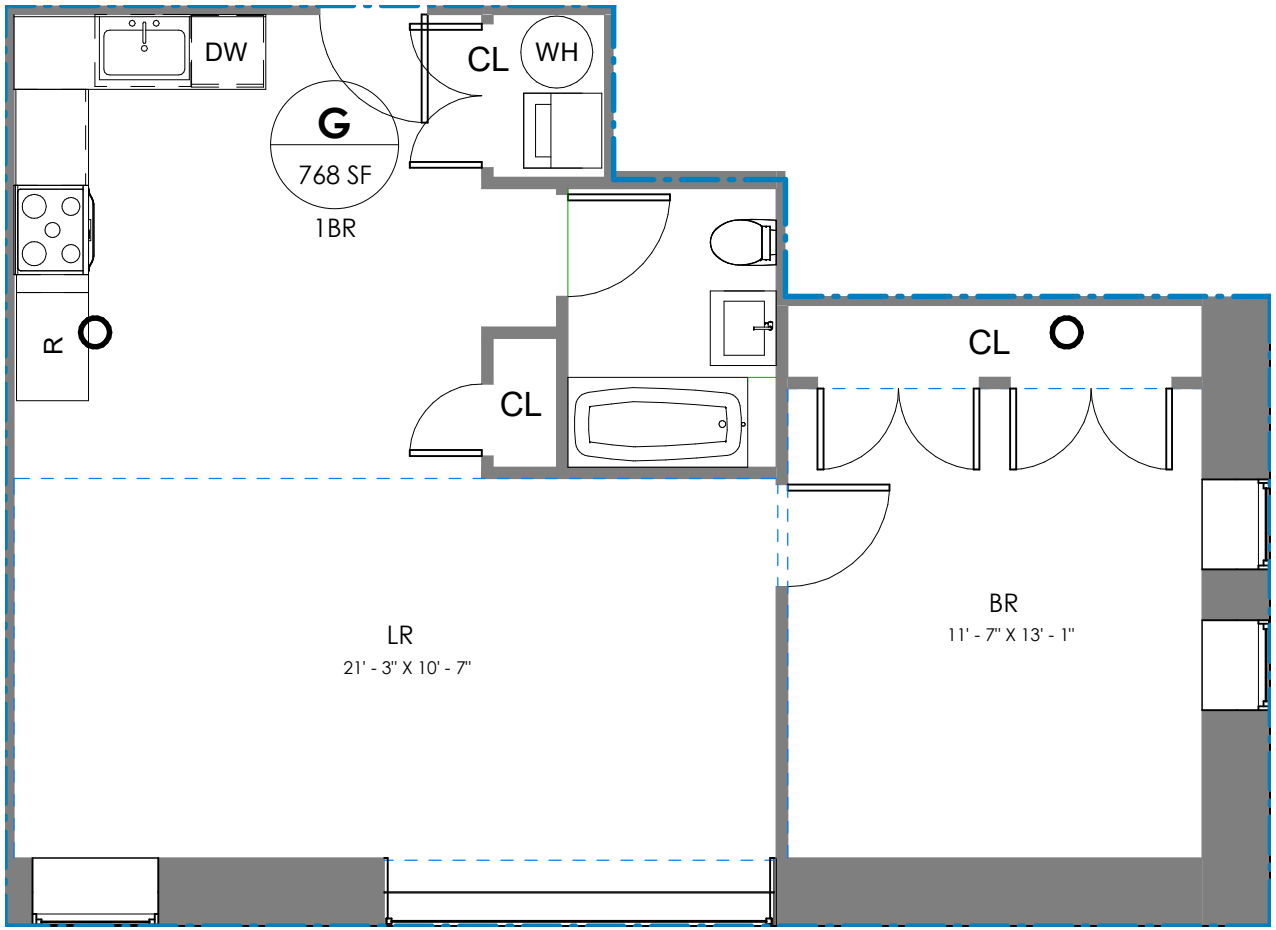
1F

10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT 1G
1 BEDROOM
1 BATHROOM

FLOOR AREA
768 SF INDOORS



1 1G
3/16" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

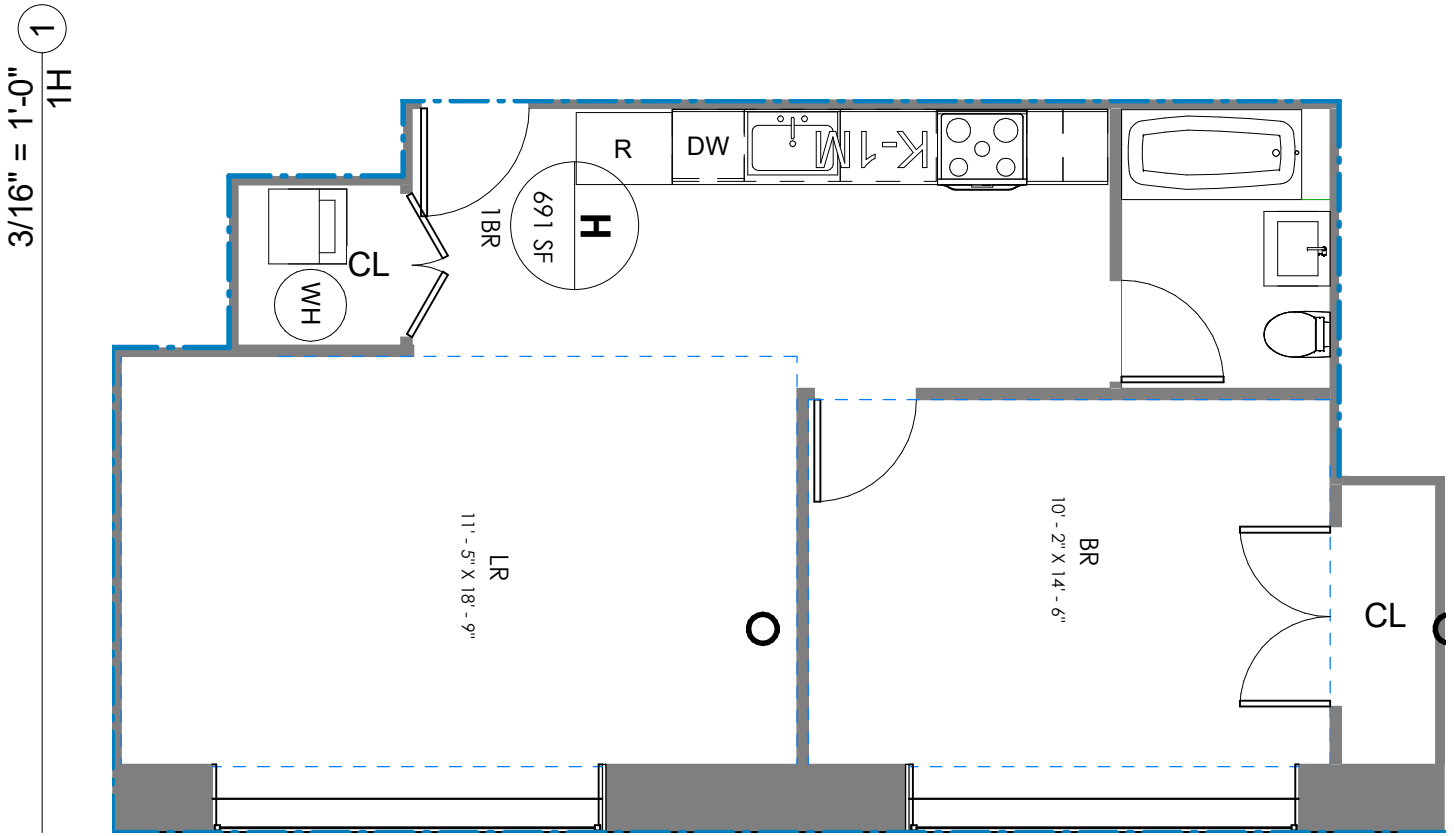
1G

10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT 1H
1 BEDROOM
1 BATHROOM

FLOOR AREA
704 SF INDOORS



-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

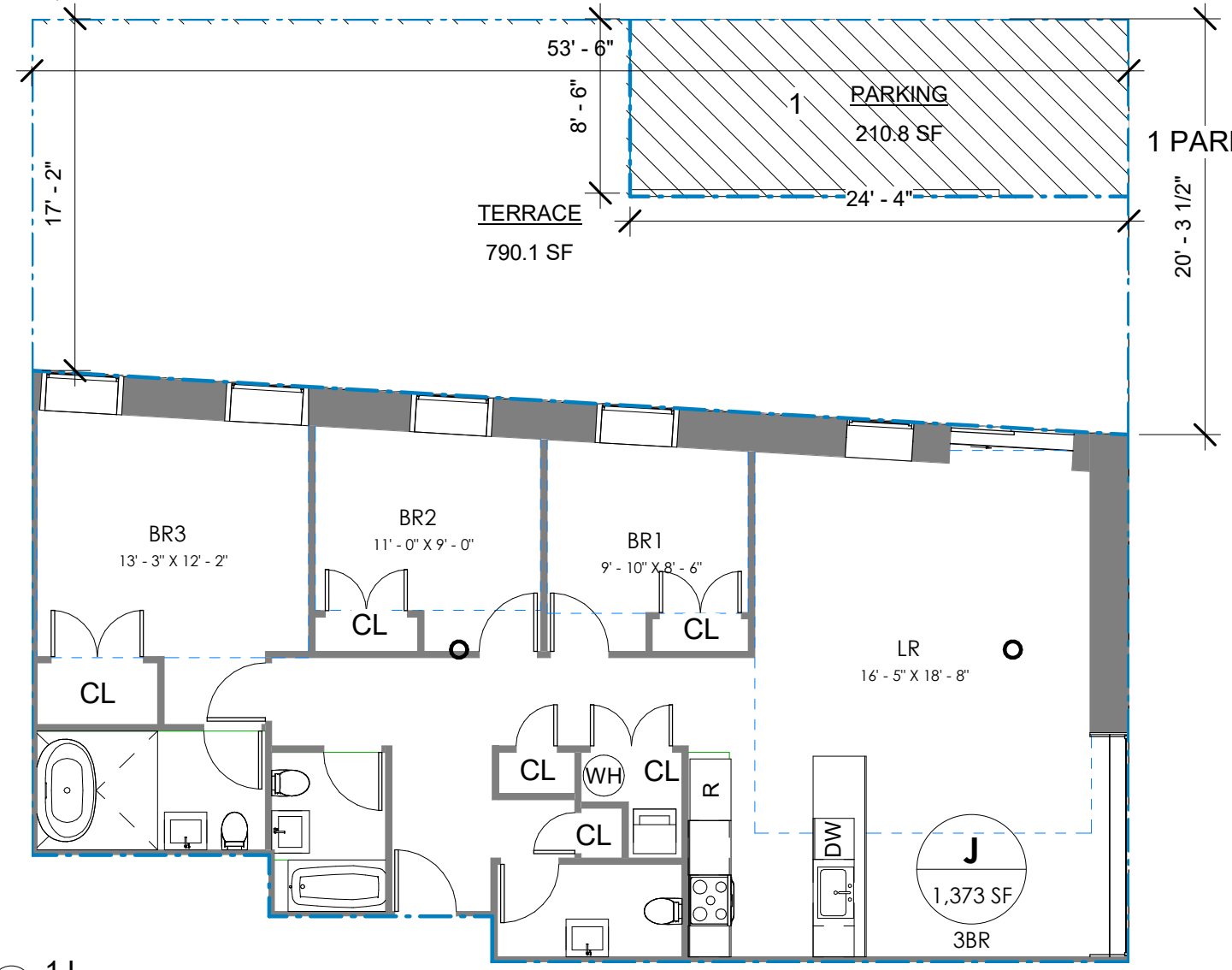
1H

10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT 1J
3 BEDROOM
2 1/2 BATHROOM

FLOOR AREA
1,373 SF INDOORS
790 SF OUTDOORS
1 PARKING SPACE (210.8 SF)



1 1J
1/8" = 1'-0"

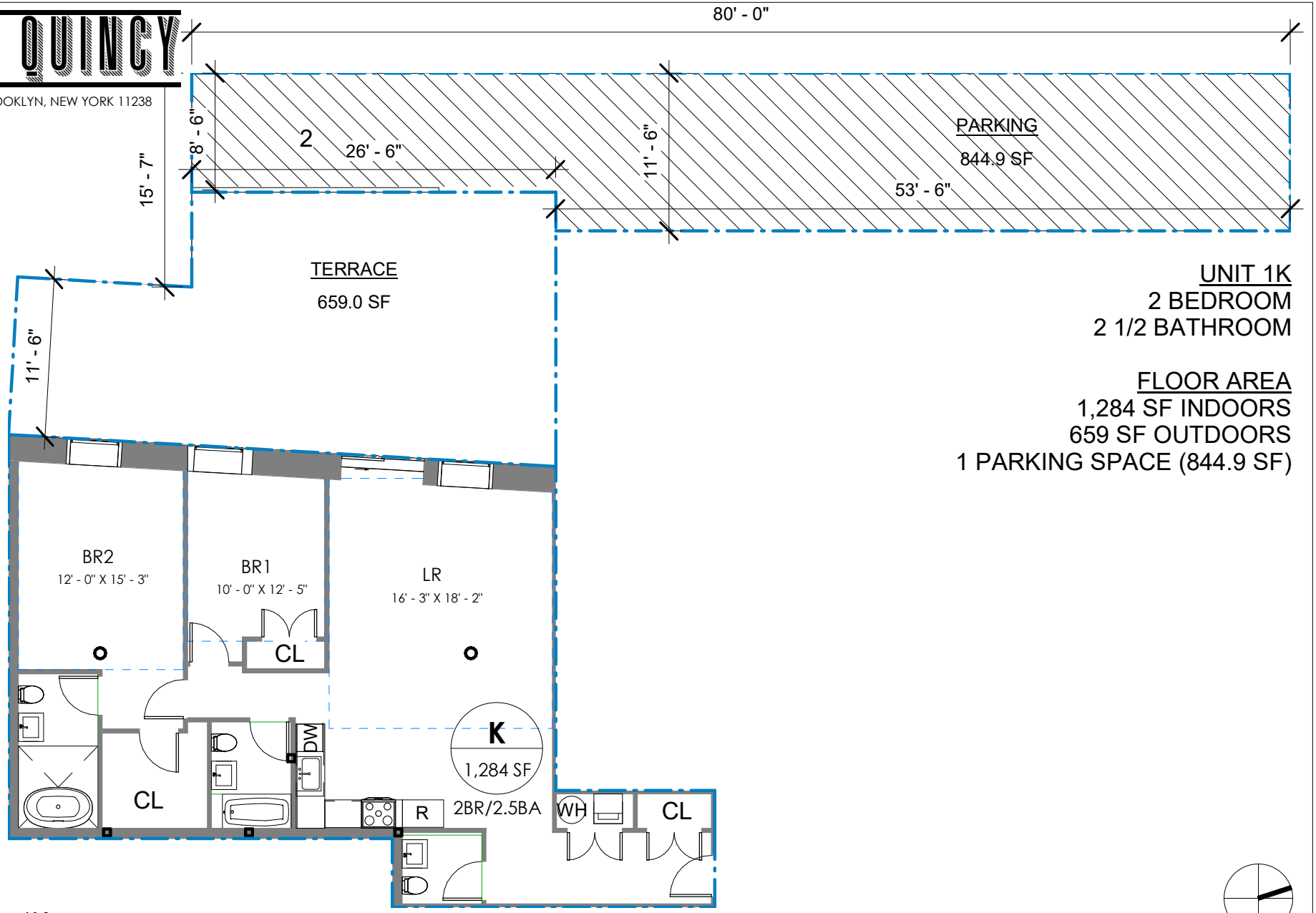
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

1J

10 QUINCY

BROOKLYN, NEW YORK 11238



UNIT 1K
2 BEDROOM
2 1/2 BATHROOM

FLOOR AREA
1,284 SF INDOORS
659 SF OUTDOORS
1 PARKING SPACE (844.9 SF)

1 1K
1" = 10'-0"

1,432.2 SF / 15 SF/PP = 95 OCCUPANTS

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

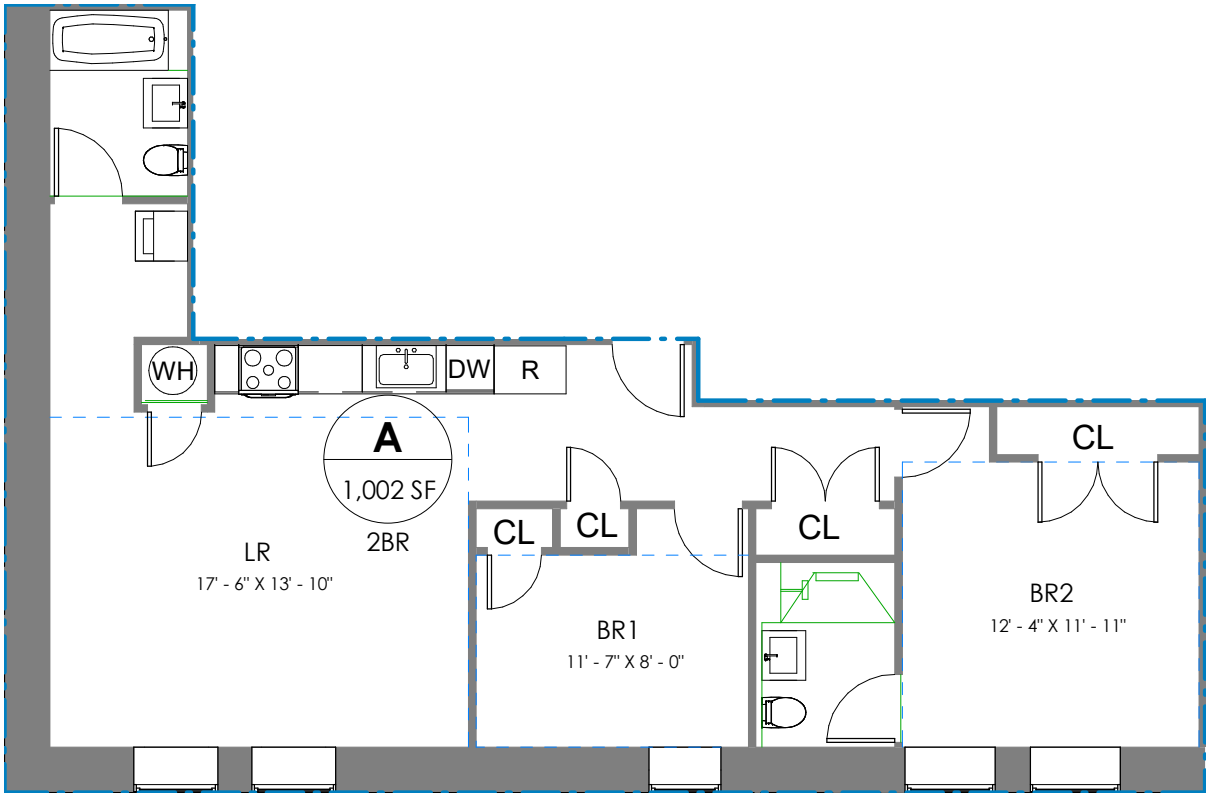
1K

10 QUINCY

BROOKLYN, NEW YORK 11238

UNITS (2-4)A
2 BEDROOM
2 BATHROOM

FLOOR AREA
1,002 SF INDOORS



1 2A
1/8" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

2-4A

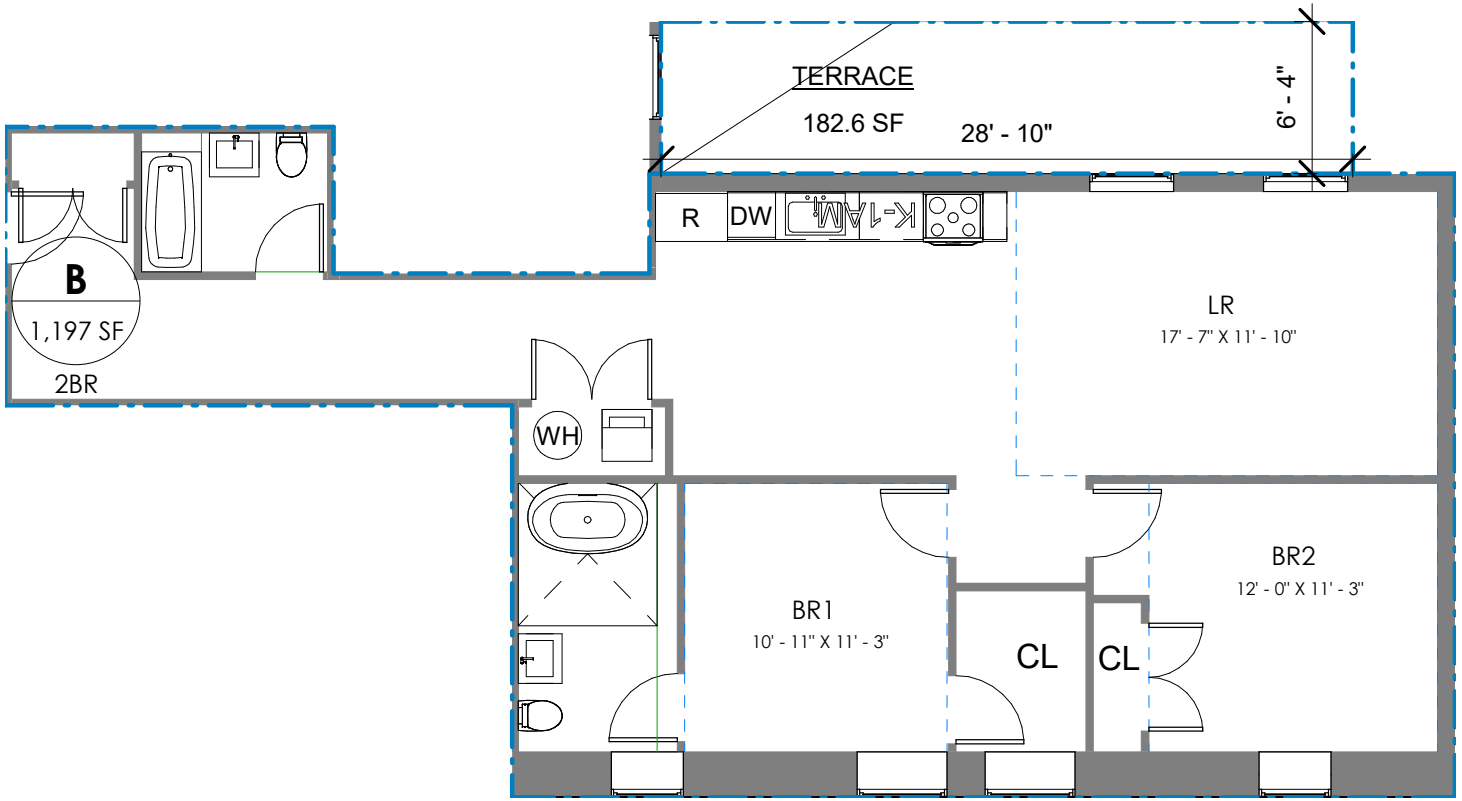
10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT (2-4)B
2 BEDROOM
2 BATHROOM

FLOOR AREA
1,197 SF INDOORS
182.6 SF OUTDOOR TERRACE*

(*OUTDOOR TERRACE AT 2ND FLOOR ONLY)



1 2B
1/8" = 1'-0"

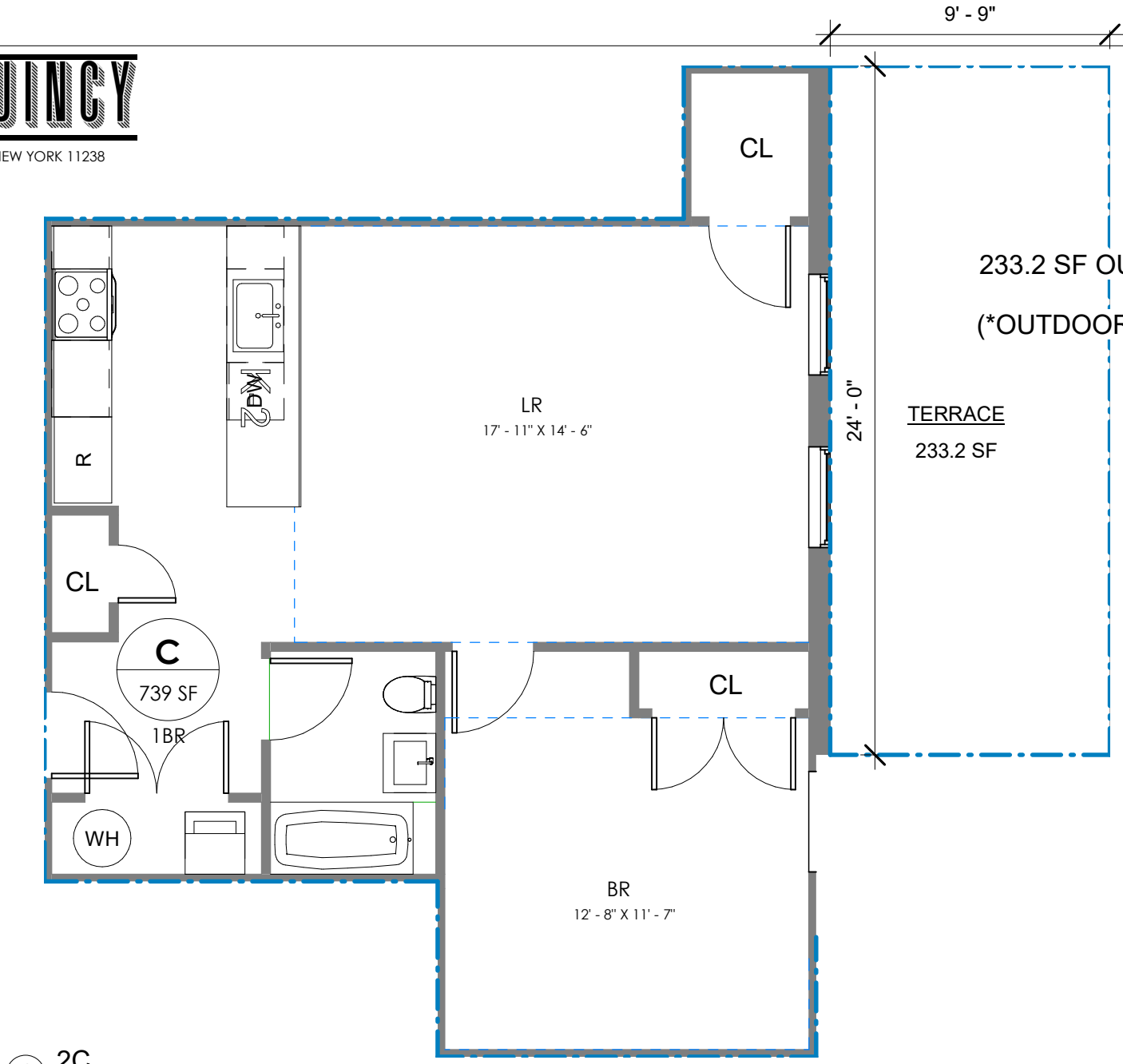
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

2-4B

10 QUINCY

BROOKLYN, NEW YORK 11238



UNIT (2-4)C
1 BEDROOM
1 BATHROOM

FLOOR AREA
739 SF INDOORS
233.2 SF OUTDOOR TERRACE*

(*OUTDOOR TERRACE AT 2ND FLOOR ONLY)

1 2C
3/16" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

2-4C

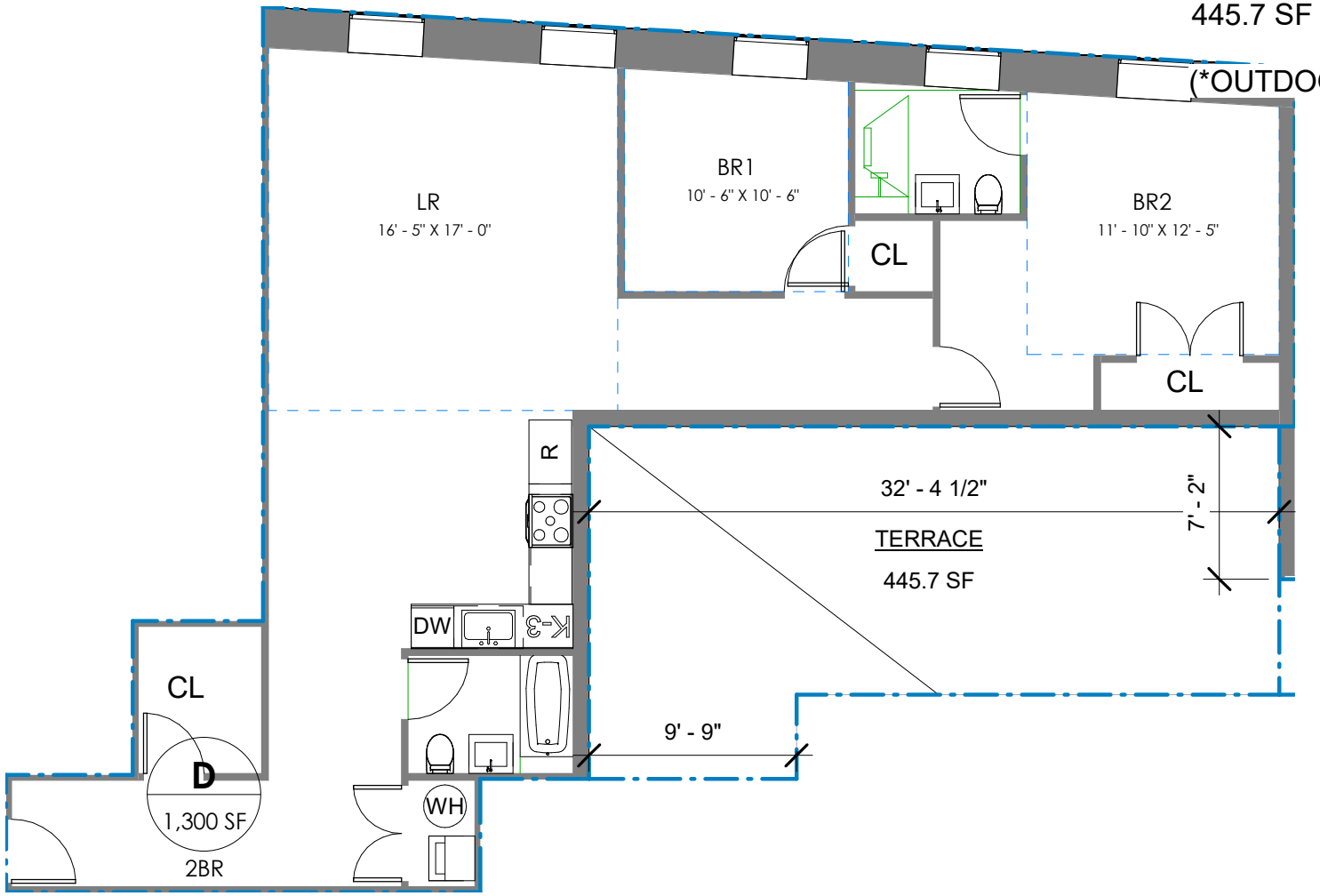
10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT (2-4)D
2 BEDROOM
2 BATHROOM

FLOOR AREA
1,300 SF INDOORS
445.7 SF OUTDOOR TERRACE*

(*OUTDOOR TERRACE AT 2ND FLOOR ONLY)



1 2D
1/8" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

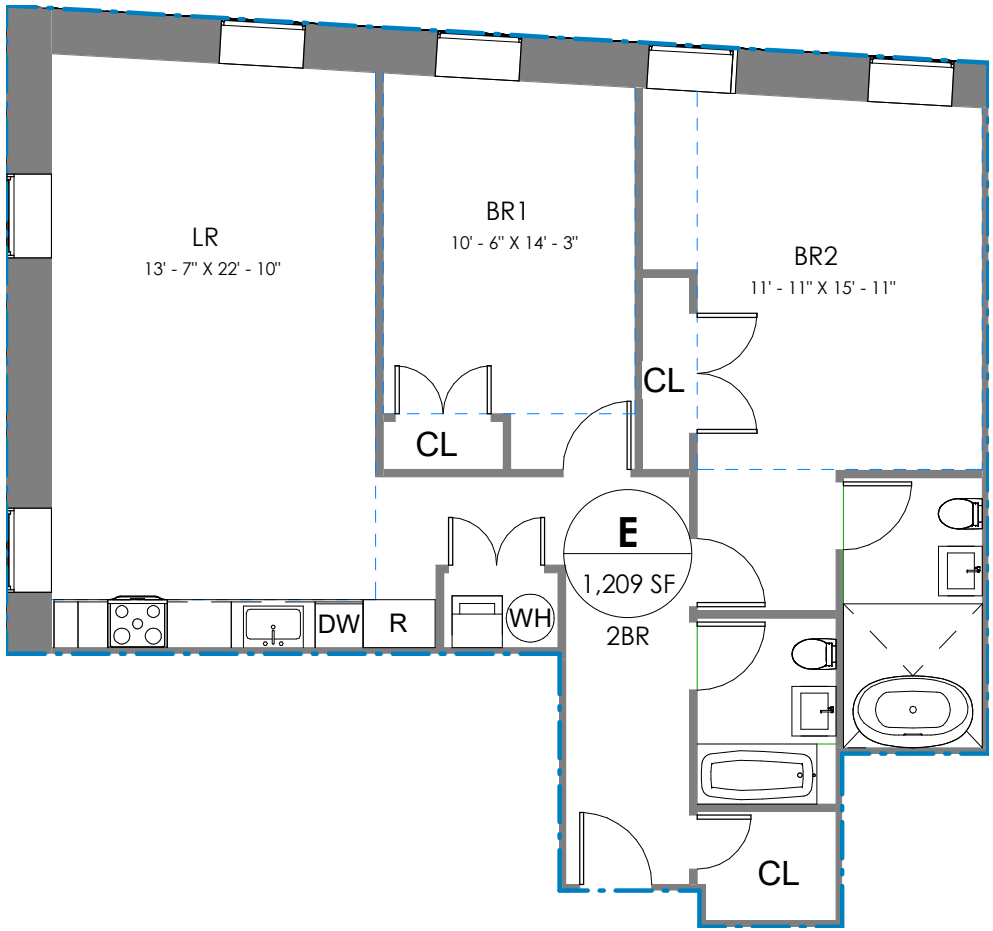
2-4D

10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT (2-4)E
2 BEDROOM
2 BATHROOM

FLOOR AREA
1,209 SF INDOORS



1 2E
1/8" = 1'-0"

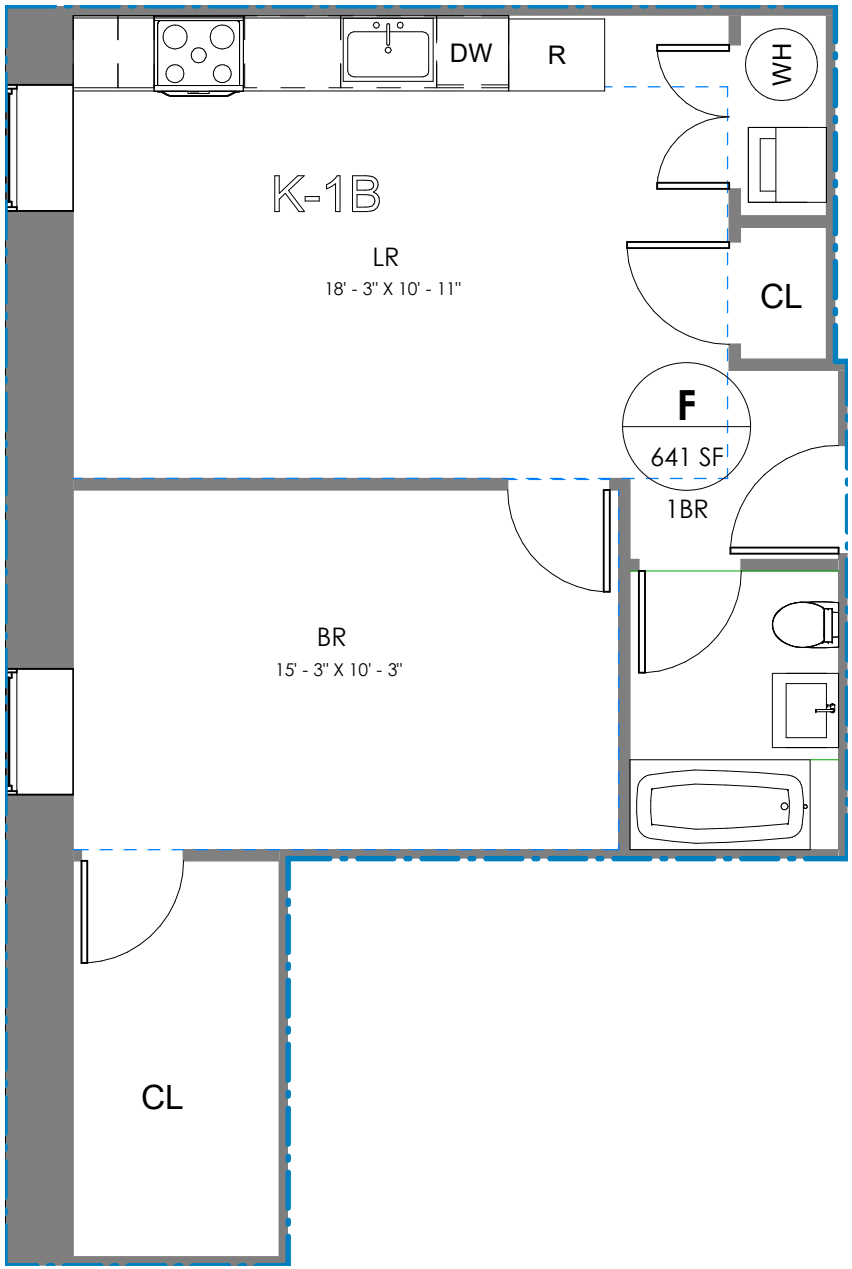
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

2-4E

10 QUINCY

BROOKLYN, NEW YORK 11238



1 2F
3/16" = 1'-0"

UNIT (2-4)F
1 BEDROOM
1 BATHROOM

FLOOR AREA
641 SF INDOORS

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

2-4F

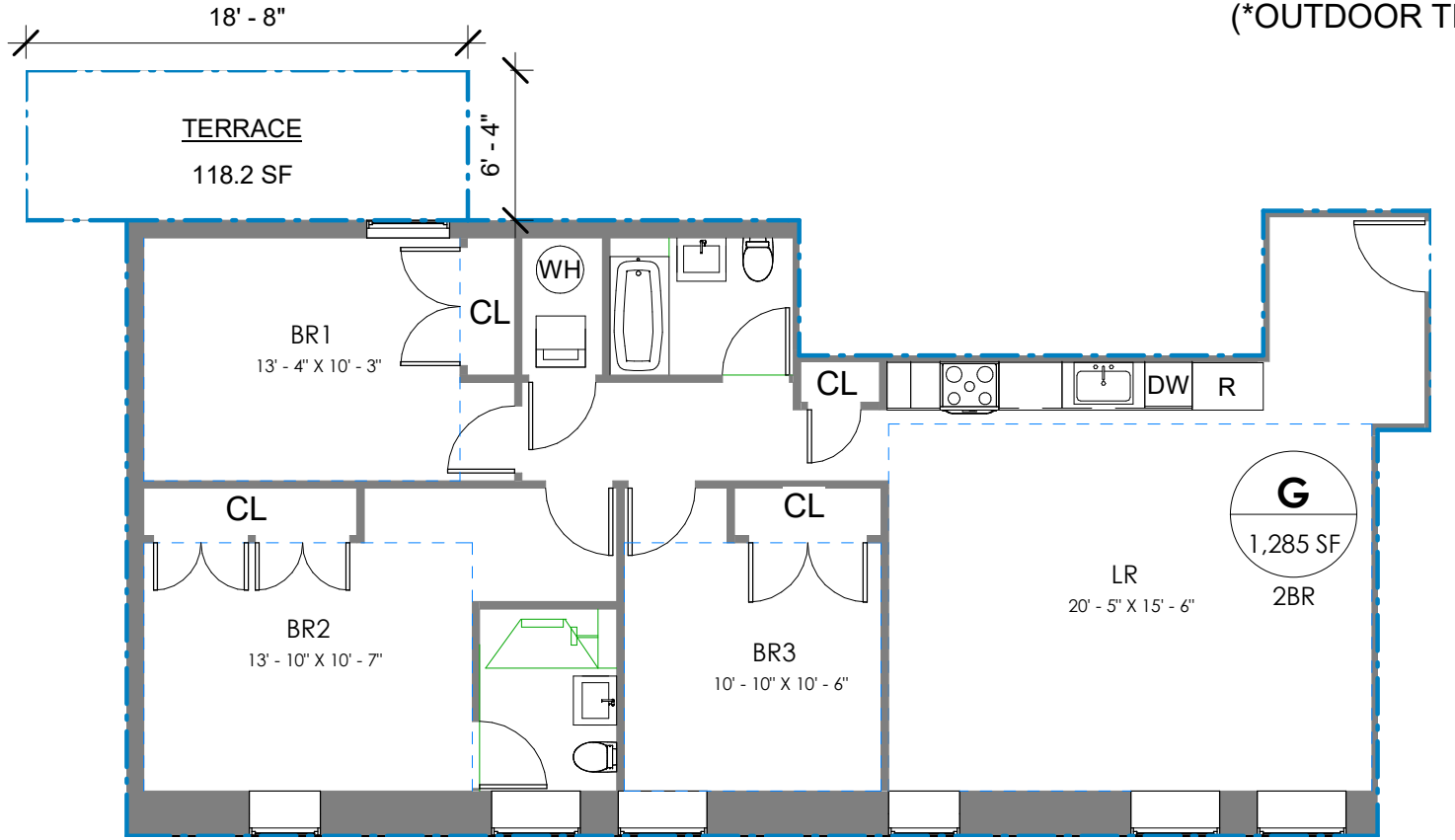
10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT (2-4)G
3 BEDROOM
2 BATHROOM

FLOOR AREA
1,285 SF INDOORS
118.2 SF OUTDOOR TERRACE*

(*OUTDOOR TERRACE AT 2ND FLOOR ONLY)



1 2G
1/8" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

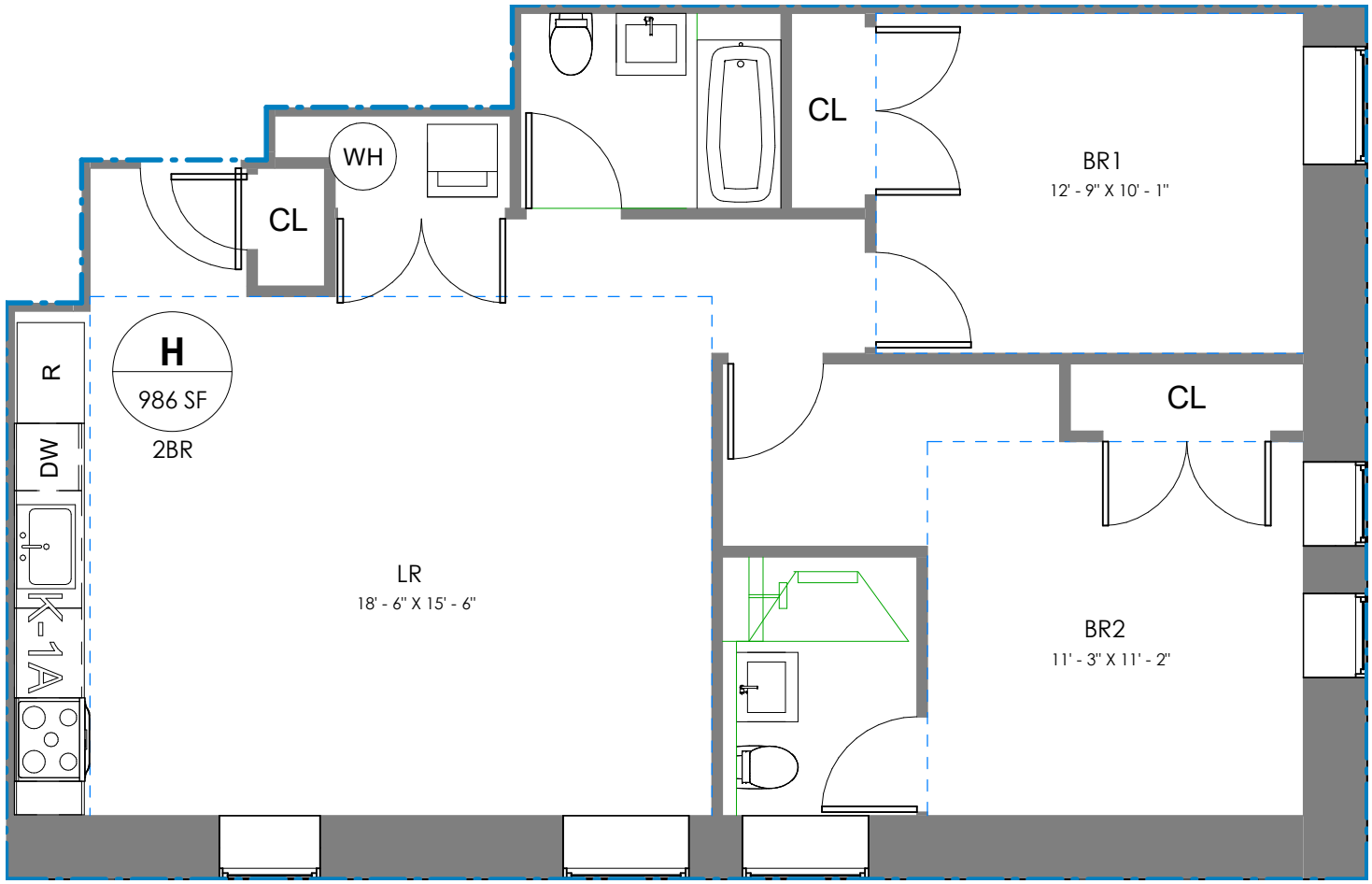
2-4G

10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT (2-4)H
2 BEDROOM
2 BATHROOM

FLOOR AREA
986 SF INDOORS



1 2H
3/16" = 1'-0"

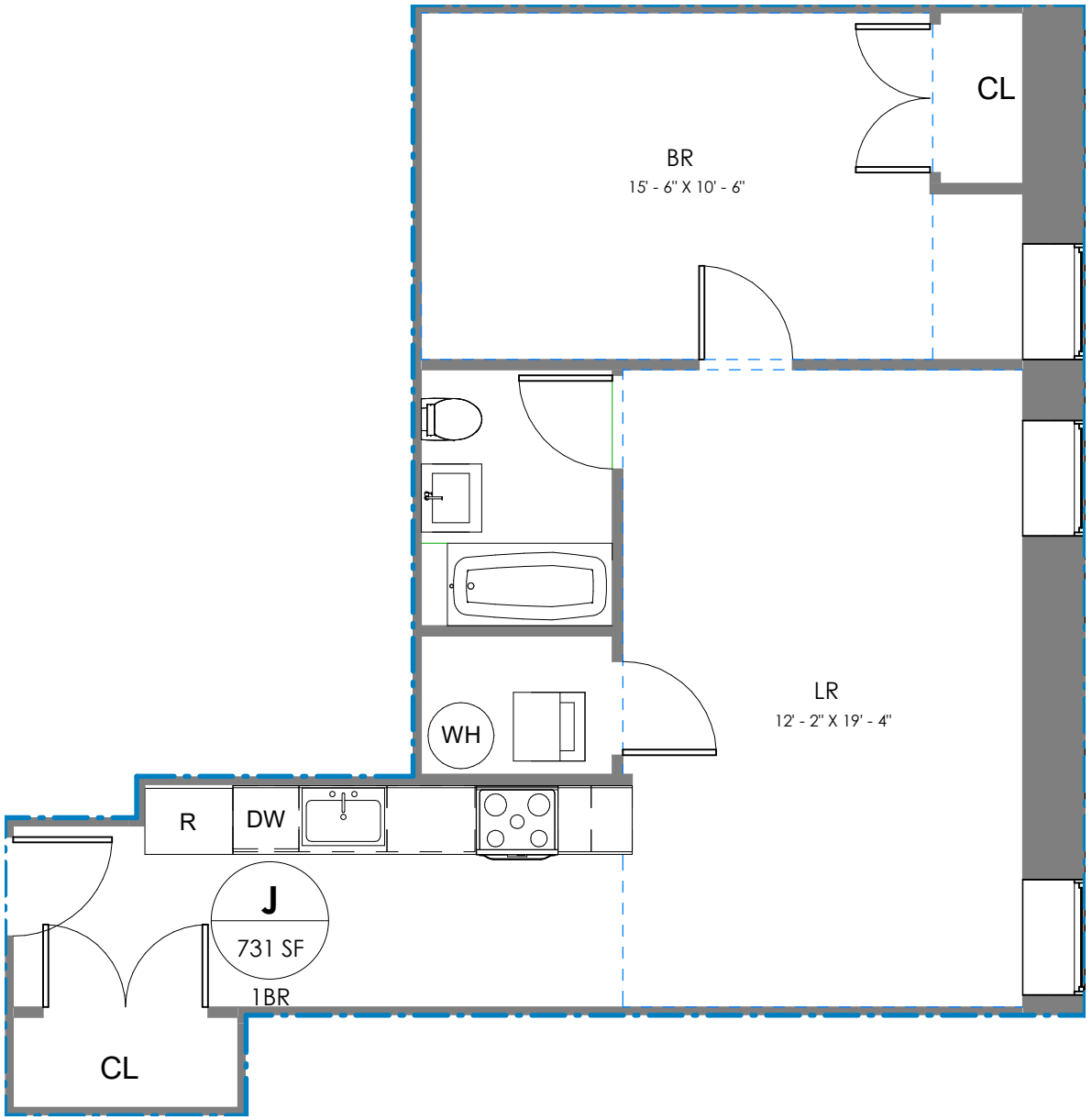
-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

2-4H

10 QUINCY

BROOKLYN, NEW YORK 11238



1 2J
3/16" = 1'-0"

UNIT (2-4)J
1 BEDROOM
1 BATHROOM

FLOOR AREA
731 SF INDOORS

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

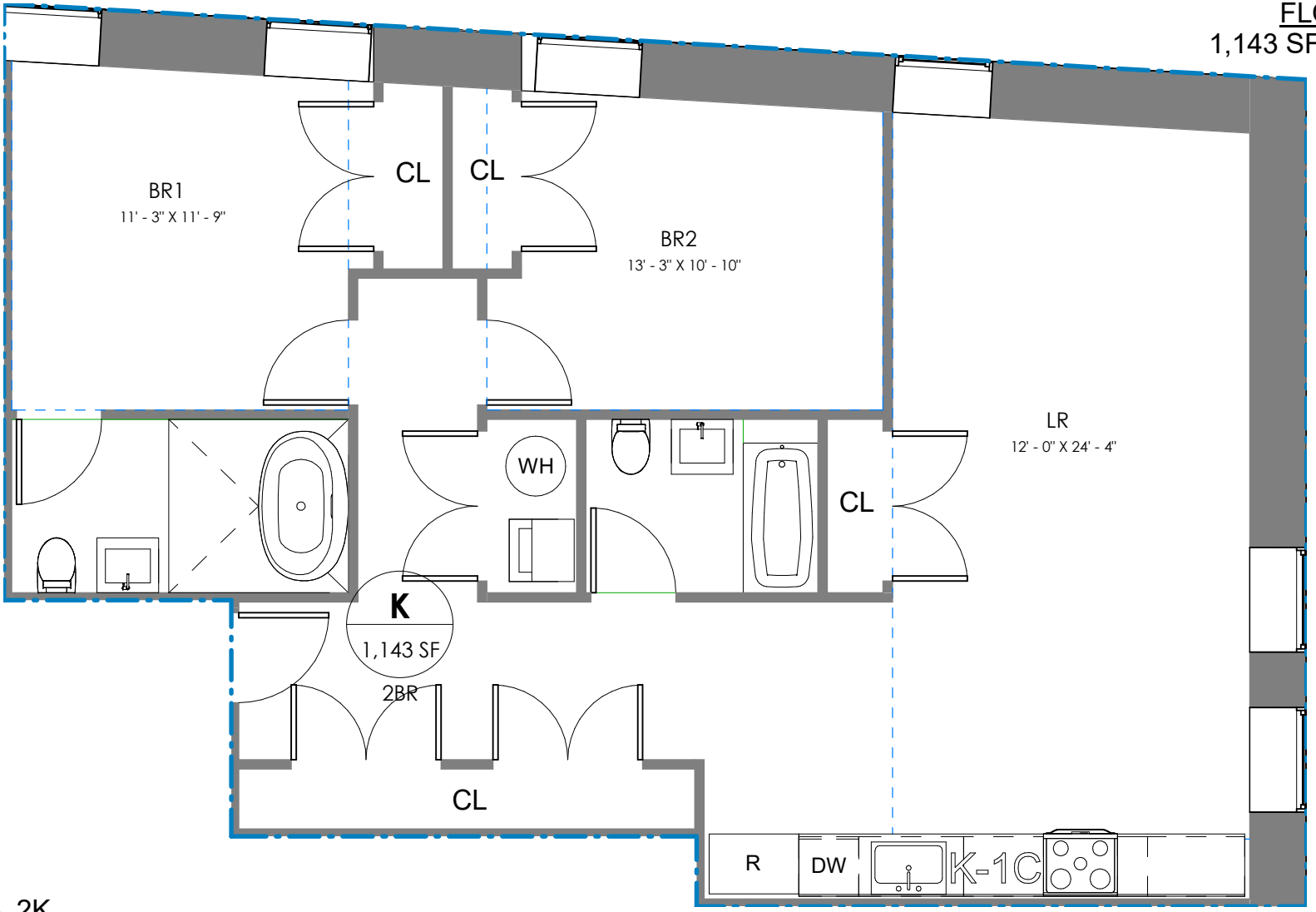
2-4J

10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT (2-4)K
2 BEDROOM
2 BATHROOM

FLOOR AREA
1,143 SF INDOORS



1 2K
3/16" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

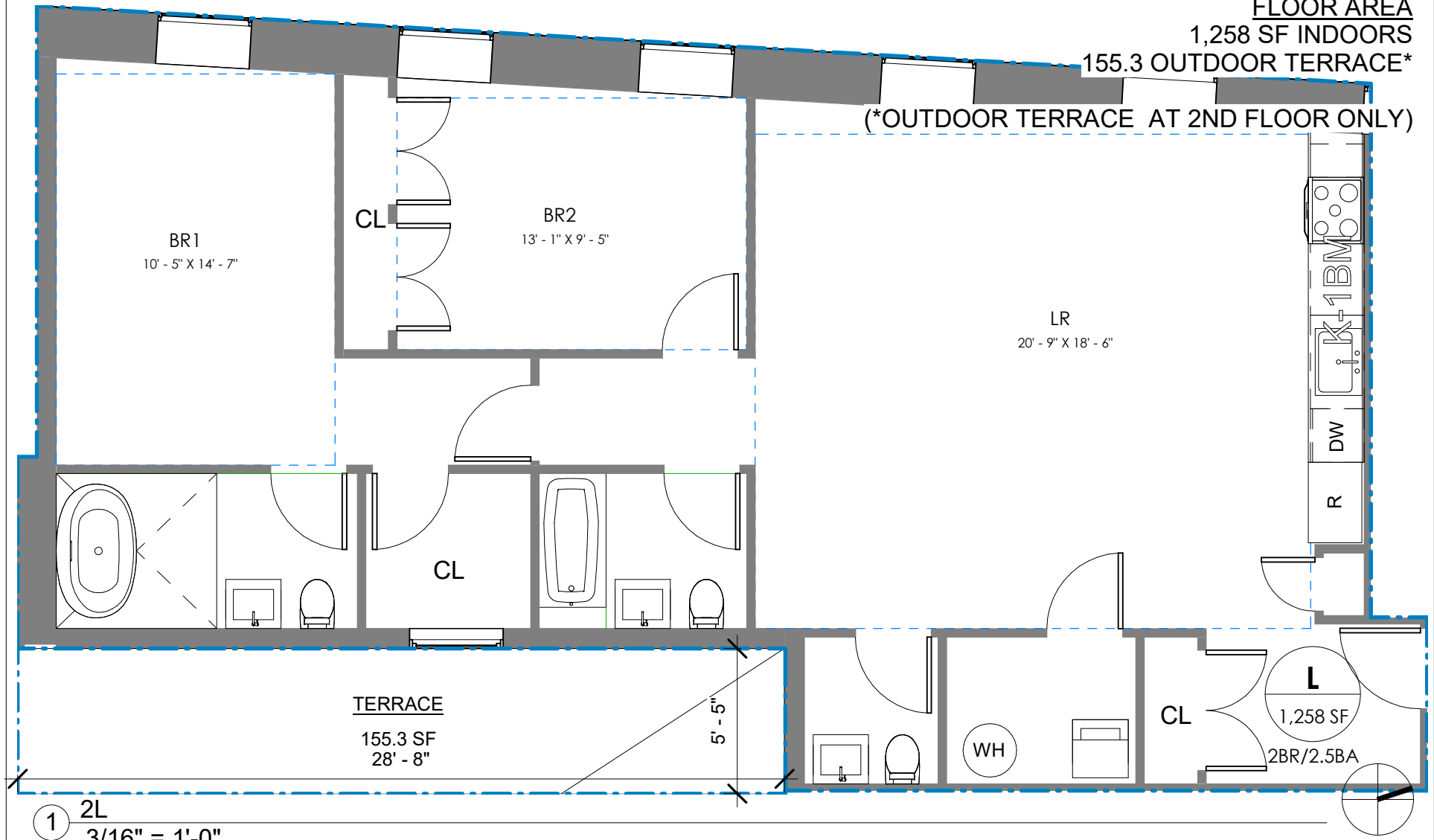
2-4K

10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT (2-4)L
2 BEDROOM
2.5 BATHROOM

FLOOR AREA
1,258 SF INDOORS
155.3 OUTDOOR TERRACE*
(*OUTDOOR TERRACE AT 2ND FLOOR ONLY)



1 2L
3/16" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

2-4L

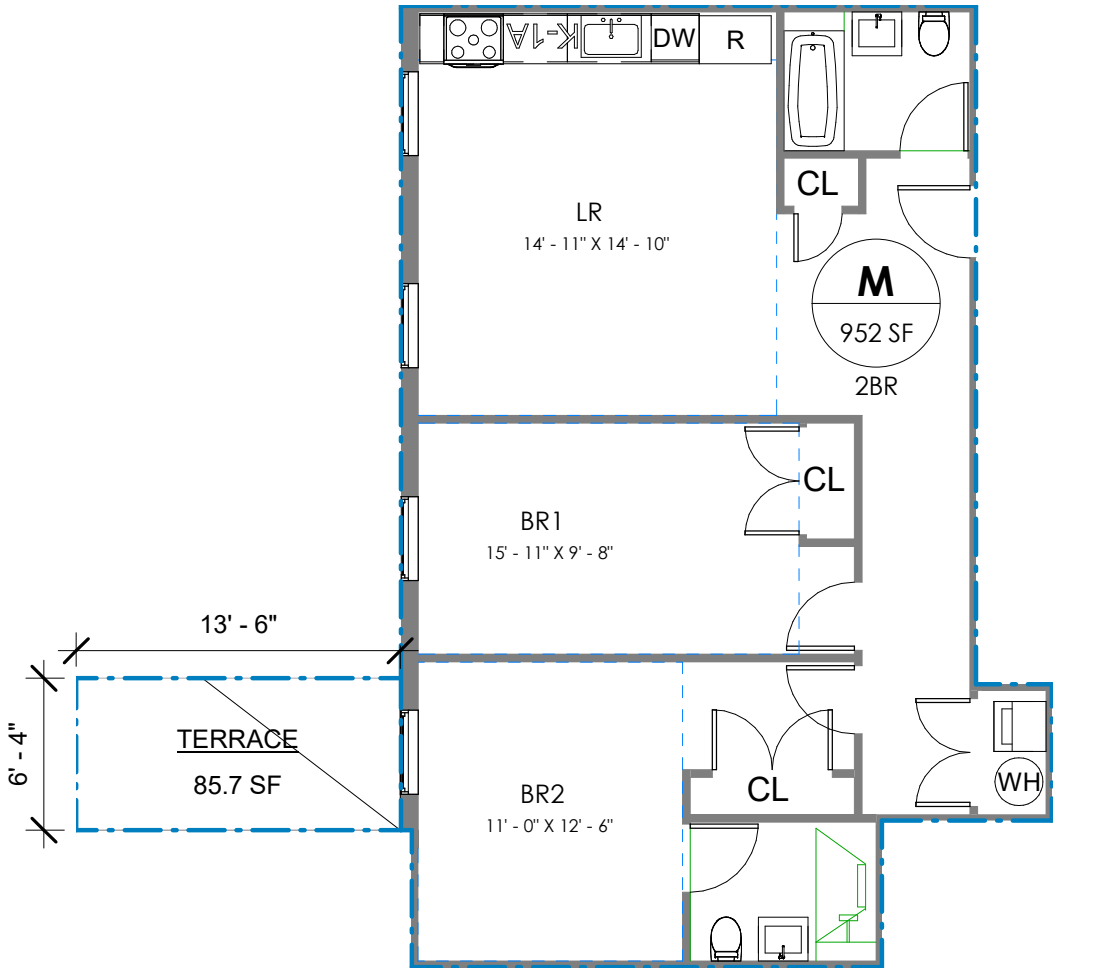
10 QUINCY

BROOKLYN, NEW YORK 11238

UNIT (2-4)M
2 BEDROOM
2 BATHROOM

FLOOR AREA
952 SF INDOORS
85.7 SF OUTDOOR TERRACE*

(*OUTDOOR TERRACE AT
2ND FLOOR ONLY)



1 2M
1/8" = 1'-0"

-All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cut-outs.
-Window configurations subject to floor to floor deviations from typical unit plan
-Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the offering plan.
-Area calculations are taken from the exterior of exterior walls to the center of demising walls.

2021.12.10

2-4M

LIGHT AND AIR EASEMENT AGREEMENT

This **LIGHT AND AIR EASEMENT AGREEMENT** (this "**Agreement**"), is made this 29 day of December, 2021 (the "**Effective Date**"), by and between 26 QUINCY LLC, a New York limited liability company, having an address c/o 1834 Coney Island Avenue, Brooklyn, New York 11230 ("**Grantor**"), and QUINCY STREET INVESTORS LLC, a New York limited liability company, having an address c/o 1834 Coney Island Avenue, Brooklyn, New York 11230 ("**Grantee**"). Grantor and Grantee may be referred to collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Grantor is the owner of certain land, with the buildings and improvements thereon, in the Borough of Brooklyn and County of Kings, City and State of New York, generally known as and by the street address 26 Quincy Street, Brooklyn New York, and designated as Tax Lot 10 in Block 1972 on the Tax Map of the City of New York, Kings County (the "Tax Map"), as more particularly described in Schedule A, attached hereto and incorporated herein by this reference ("**Parcel A**"); and

WHEREAS, Grantee is the owner of certain land, with the buildings and improvements thereon, in the Borough of Brooklyn and County of Kings, City and State of New York, generally known as and by the street address 10 Quincy Street, Brooklyn New York, and designated as Tax Lot 1 in Block 1972 on the Tax Map, as more particularly described in Schedule B, attached hereto and incorporated herein by this reference ("**Parcel B**"); and

WHEREAS, Parcel A is adjacent to Parcel B along Parcel A's western boundary line; and

WHEREAS, Parcel A is developed with an existing 5-story building; and

WHEREAS, Parcel B is developed with an existing 4-story building; and

WHEREAS, Grantor and Grantee have requested the New York City Department of Buildings (the "**Department of Buildings**") to act upon certain permit applications relating to the buildings on Parcel A and Parcel B, respectively (collectively, the "**Applications**"); and

WHEREAS, Parcel A and Parcel B have been merged into a common zoning lot; and

WHEREAS, the NYC Department of Buildings may approve the Applications upon the condition, *inter alia*, that Grantor create an easement for light and air, for the benefit of the present and future owners of Parcel B in order to comply with the relevant provisions of the New York City Building Code and the New York State Multiple Dwelling Law; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

• Recitals. The foregoing recitals are hereby confirmed as being true and correct and are incorporated by this reference.

• Grant.

• Grantor, for itself, its successors, and assigns, hereby grants to Grantee, for itself, its successors and assigns, an exclusive easement for light and air, and view, over and across a portion of Parcel A commencing at an elevation of 67.28 feet above Datum Level and extending to the sky, as detailed in the diagram annexed hereto and made a part hereof as Schedule C (that certain volume of space occupied by the light and air easement shall be referred to herein as the "**Easement Area**").

• Grantor covenants and agrees that, no new buildings, improvements, alterations, mechanical equipment, or additions shall be constructed or allowed to exist on Parcel A that shall encroach or infringe into the Easement Area, and no rebuilding, whether following a casualty or otherwise, shall be made so as to encroach into the Easement Area, provided however, that buildings and structures existing as of the date hereof within the Easement Area (as shown on Schedule C), if any, may remain and be rebuilt, but shall not be enlarged in any way.

• Grantor, for itself, its successors, and assigns, hereby grants to Grantee, for itself, its successors, and assigns, a permanent and perpetual easement for (x) the installation, location, operation, cleaning, maintenance and repair and/or replacement of the windows in the existing 4-story building on Parcel B facing out and over the Easement Area; and (y) the ordinary and necessary/inspection, cleaning, maintenance and repair and/or replacement of the façade of the said building facing said Easement Area, including but not limited to the use and/or installation of window washing equipment, scaffolding, and rigging (and related operations) required for such ordinary and necessary cleaning, maintenance, and repair and/or replacement.

4. Miscellaneous.

• This Agreement shall be governed by the laws of the State of New York. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and may only be modified by a writing signed by the party to be charged. This Agreement may be executed in counterparts, it being understood that all such counterparts, taken together, shall constitute one and the same agreement.

• The Agreement may not be modified, amended or terminated without the prior written consent of the New York City Department of Buildings.

- Each party represents and covenants as to itself that (i) it has the legal right to perform all of its obligations under this Agreement, (ii) the execution and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all necessary corporation and fiduciary action, with all required court approvals, and (iii) the execution, delivery and performance of its obligations under this Agreement do not require the consent of any third party and do not violate the terms of any agreement to which it is a party or to which its assets are subject.

- The parties understand that this Agreement and the covenants therein are intended to run with Parcel A and Parcel B in perpetuity and shall be binding upon the present and future owners and holders of other interest in Parcel A and inure to the benefit of the present and future owners and holders of other interest in Parcel B.

- Notwithstanding anything to the contrary in this Agreement, each party hereto shall have all rights and remedies available at law and in equity to enforce the obligations and/or preserve the rights of the parties hereunder, including, without limitation, (a) with respect to actions at law, the right to actions seeking damages, provided, however, no party shall have the right to seek any consequential or punitive damages, and (b) with respect to actions in equity, the right to bring actions seeking specific performance and/or injunctions. In the event of a dispute under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs on all levels and in bankruptcy.

- In the event the New York City Department of Buildings requires modifications to this Agreement, each party shall execute such modified agreement, and each party shall deliver such further reasonable documentation with respect to the subject matter hereof that such party deems necessary or appropriate in order to confirm the rights and intent hereof, provided, that any such documentation or modified agreement shall be in form and substance reasonably acceptable to the delivering party and shall not materially change the rights or obligations of the parties hereunder.

- Failure to comply with the terms of this Agreement may result in the revocation of a building permit or certificate of occupancy.

- This Agreement shall be recorded at the city register's office against Parcel A and Parcel B, and the cross-reference number and title of this Agreement shall be recorded on each temporary and permanent certificate of occupancy hereafter issued to the buildings located on Parcel A and Parcel B, and in any deed for the conveyance thereof.

Signatures on next page

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

GRANTOR:

26 QUINCY LLC

By: _____
Name:
Title:

GRANTEE:

QUINCY STREET INVESTORS LLC

By: _____
Name:
Title:

STATE OF NEW YORK)
) **SS:.**
COUNTY OF Kings)

On the 29 day of December, in the year 2021 before me, the undersigned, personally appeared Pinchos Lowpich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CHAIM GROSSMAN
Notary Public, State of NY
No. 01GR6350278
Qualified in Nassau County
Comm. Expires 11/7/2024

STATE OF NEW YORK)
) **SS:.**
COUNTY OF Kings)

On the 29 day of December, in the year 2021 before me, the undersigned, personally appeared Pinchos Lowpich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CHAIM GROSSMAN
Notary Public, State of NY
No. 01GR6350278
Qualified in Nassau County
Comm. Expires 11/7/2024

SCHEDULE A

PARCEL A LEGAL DESCRIPTION

EXHIBIT A

Legal Description

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 distant 182 feet 8 inches easterly from the corner formed by the intersection of the southerly side of Quincy Street with the easterly side of Downing Street;

RUNNING THENCE easterly along the southerly side of Quincy Street 104 feet 4 inches;

THENCE southerly parallel with Downing Street 112 feet 6 inches to the southerly line of lands now or formerly of the Hay Scale Farm;

THENCE westerly along said line 104 feet 6 and 1/4 inches;

THENCE northerly 106 feet 5 inches to the easterly side of Downing Street, the point or place of BEGINNING.

Note: Address, Block & Lot shown for informational purposes only

Designated as Block 1972, 10 (FKA P/O Old Lot 1), Kings County and also known as 26 Quincy Street, Brooklyn, NY 11238

https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc_id=2021102900357011 1/1

SCHEDULE B

PARCEL B LEGAL DESCRIPTION

RIVERSIDE ABSTRACT, LLC
As Agent for
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Title No.: **RANY-45589**

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 the corner formed by the intersection of the southerly side of Quincy Street with the easterly side of Downing Street;

RUNNING THENCE easterly along the southerly side of Quincy Street, 182 feet 8 inches;

THENCE southerly parallel with Downing Street, 106 feet 5 inches to the southerly line now or formerly of the Hay Scale Farm;

THENCE westerly along said line, 102 feet 10 inches;

THENCE southerly parallel with Downing Street, 15 feet 7 inches;

THENCE westerly parallel with Quincy Street, 80 feet to the easterly side of Downing Street;

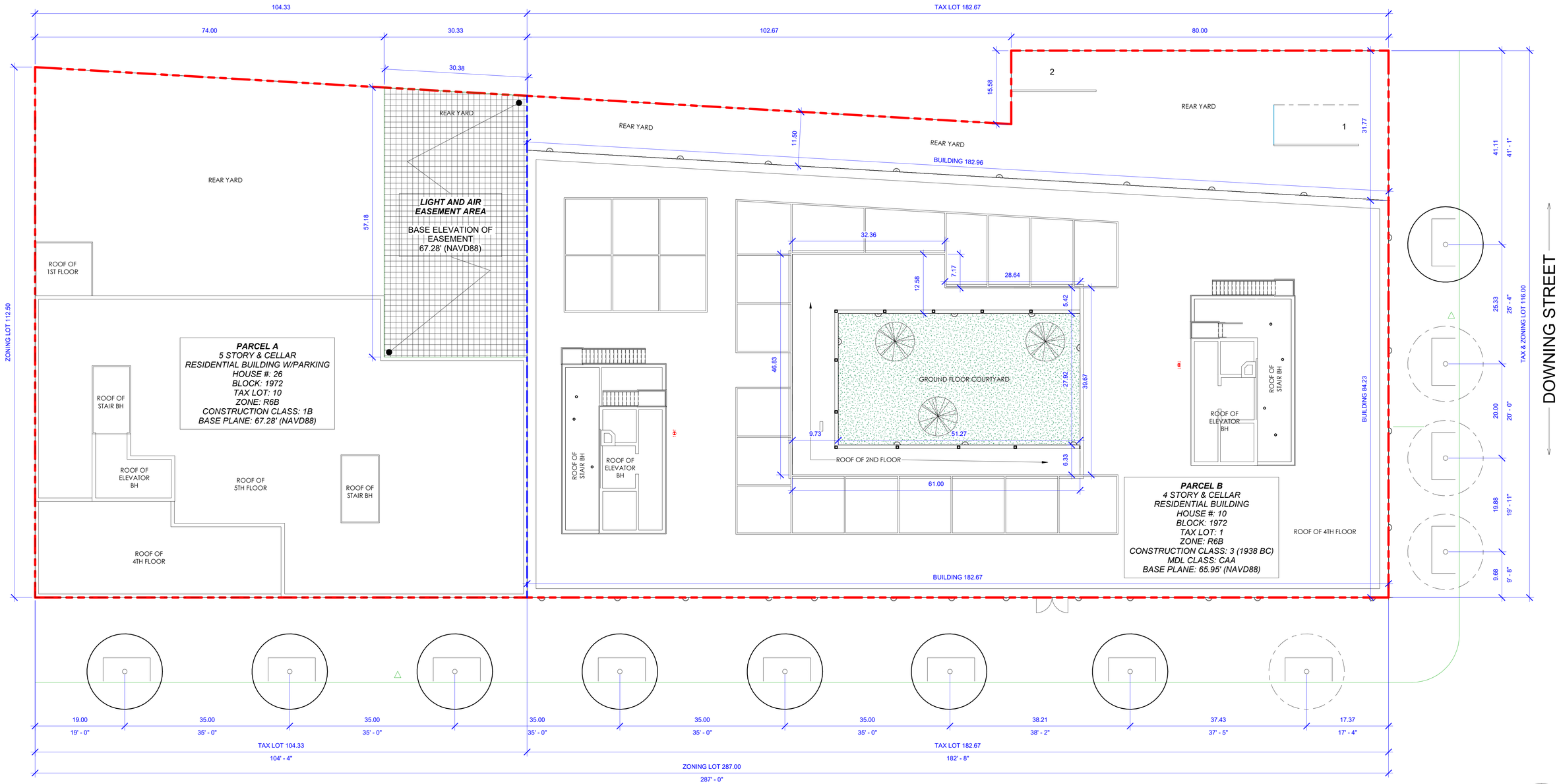
THENCE Northerly 116 feet inches to the corner, the point or place of BEGINNING.

Note: Address, Block & Lot shown for informational purposes only

Designated as Block 1972, Lot 1, Kings County and also known as 26 Quincy Street, Brooklyn, NY 11238.

SCHEDULE C

EASEMENT DIAGRAM



1 Light and Air Easement Diagram
1" = 10'-0"

NOTE REGARDING LOT LINES:

HEAVY RED DASHED PERIMITER LINE INDICATES EXTENT OF COMBINED ZONING LOT
HEAVY BLUE DASHED LINE INDICATES DIVISION BETWEEN TAX LOTS 1 AND 10

2021.12.23

Schedule C

DOCUMENT NUMBER 2

PURCHASE AGREEMENT

JEFFREY ZWICK & ASSOCIATES, PC
266 Broadway, Suite 403
Brooklyn, New York 11211

PURCHASE AGREEMENT

between

Dari Development LLC
855 East 14th Street
Brooklyn, New York 11230

and

For Unit Number ____ in
The 10 Quincy Street Condominium
10 Quincy Street
Brooklyn, New York 11238

TABLE OF CONTENTS

1. Definitions. 3
2. Plan 4
3. Agreement to Purchase and Sell 5
4. Purchase Price 5
5. Purchase Monies Held in Trust 5
6. Closing Contingent on Plan Being Declared Effective 9
7. Closing Date and Place 10
8. The Deed 10
9. State of Title 10
10. Title Company Approval 11
11. Sponsor's Inability to Convey Title 11
12. Purchaser's Remedies 11
13. Closing Adjustments 11
14. Purchaser's Closing Costs 12
15. Rent Security Deposit 14
16. Power of Attorney to Board of Managers and Sponsor 15
17. Transfer Tax Return 15
18. Events of Default 15
19. Appliances and Equipment 17
20. Construction. 17
21. Inspection of Unit. 17
22. Possession; Risk of Loss 18
23. No Representation. 19
24. Notices 20
25. Broker 20
26. No Lien; Agreement Subject to Mortgage 20
27. Entire Agreement 21
28. Joint Purchasers 21
29. Liability of Sponsor 21
30. Further Assurances 21
31. Severability 21
32. Strict Compliance 21
33. Governing Law 21
34. Arbitration. 21
35. Gender 22
36. Certain References 22
37. Captions 22
38. Successors and Assigns 22
39. No Oral Changes 23
40. Acceptance of Purchase Agreement 23
41. Purchase Agreement Not Conditioned on Financing 23
42. Agreement Not Assignable; Binding Effect 23

EXHIBIT A, PERMITTED ENCUMBRANCES 25
EXHIBIT B, TERMS OF SECURED LOAN CONDITION RIDER 27
EXHIBIT C, SPONSOR'S LIMITED WARRANTY 30

PURCHASE AGREEMENT

For Unit Number in
The 10 Quincy Street Condominium
10 Quincy Street, Brooklyn, New York 11238

(Please execute in triplicate)

THIS AGREEMENT is made as of , 20___ between Dari Development LLC (hereinafter referred to as the "Sponsor"), having an address at 855 East 14th Street, Brooklyn, New York 11230, and _____(hereinafter called the "Purchaser"), having an address at _____.

W I T N E S S E T H:

1.Definitions. The following terms shall have the stated meanings ascribed to them:

(i) "Balance" is the purchase price less the Down Payment, due at Closing.

(ii) "Building" shall mean the structure known as 10 Quincy Street, Brooklyn, New York 11238.

(iii) "Closing" means the settlement of the mutual obligations of the Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the purchase price and the delivery to Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.

(iv) "Condominium" shall mean The 10 Quincy Street Condominium.

(v) "Declaration" shall mean the Declaration of The 10 Quincy Street Condominium establishing ownership of the Property.

(vii) "Equal or Better Quality" Comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

(viii) "Interim Lease" Lease entered into between Sponsor and a prospective purchaser to allow for occupancy of a unit for which the purchaser has signed a Contract, for the time between contract signing and title closing.

(vii) "Notice" to Purchaser shall include email transmission to Purchaser or Purchaser's attorney. Seller's attorney may send all notices to Purchaser's attorney and/or Purchaser via email. An email confirmation printout by Seller's attorney

showing transmission was complete is sufficient evidence that the email has been transmitted and the notice has been served.

(viii) "Plan" shall mean the Offering Plan to convert the Property to condominium ownership and any Amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

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

(x) “Selling Agent” shall mean Sponsor, Corcoran Group or another NY licensed real estate broker appointed by Sponsor to market and sell the condominium units.

All other terms included in this Purchase Agreement which are not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

2. Offering Plan and Amendments.

A. Offering Plan. The Offering Plan contains the complete terms of the offer of this unit in the Building. Purchaser acknowledges having received and read the Plan at least three (3) full business days prior to Purchaser's signing this Purchase Agreement. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the proposed Condominium Documents contained in Part II of the Plan) and agrees to abide and be bound by the terms and conditions thereof. The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. To the extent there are any inconsistencies between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full opportunity to examine all documents, and investigate all statements, made herein and in the Plan.

B. Amendments. Purchaser acknowledges that the Offering Plan may be amended from time to time. Purchaser hereby agrees to abide and be bound by the terms and conditions of any amendments which have been duly filed with the Attorney General’s Office (including, without limitation, amendments involving any changes, modifications, or updating of the estimated Common Charges, the estimated real estate taxes to be paid by Purchaser, or the "Schedule B--Budget for First Year of Condominium Operation" of The 10 Quincy Street Condominium) at the time this contract is entered into. No Purchaser shall have the right to approve or consent to any such duly filed amendments, including, without limitation, any changes, modifications, or updating of the estimated Common Charges or estimated real estate taxes or assessments to be paid by Purchaser and no such duly filed amendment will excuse a Purchaser from performing his obligations under a Purchase Agreement or entitle such Purchaser to any credit or offset against the purchase price set forth therein.

However, if an amendment is submitted after the contract is signed, Purchaser may be entitled to consent rights and if said amendment materially adversely affects the rights, obligations,

or liabilities of then-existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements by notifying Sponsor within not less than fifteen (15) days of the presentation of such amendment and will receive a refund of their Down Payment and unexpended sums for special work ordered, with interest, if any, within ten (10) business days after Sponsor's receipt of Purchaser's election to rescind. Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. The parties may be required to sign a general release to that effect. Notwithstanding the foregoing, Sponsor may not declare the plan effective where there are material changes to the Budget which have not been disclosed in a duly filed amendment to the offering plan.

3. Agreement to Purchase and Sell. Purchaser agrees to purchase from Sponsor, and Sponsor agrees to sell to Purchaser, the unit designated as Unit Number___(hereinafter called the "Unit") in the Declaration, together with its undivided interest (hereinafter called the "Common Interest") in the Common Elements, on and subject to, the terms and conditions set forth herein.

4. Purchase Price

A. The purchase price for the Unit (exclusive of closing adjustments and costs referred to in Paragraphs 13 and 14 below) is $ _____(hereinafter called the "Purchase Price"), which Purchaser agrees to pay to the Sponsor, as follows:

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

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

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

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

D. Funds. All funds received from prospective Purchasers by Sponsor will be handled in accordance with the provisions of Sections 352-h and 352-e(2)(b) of the GBL and Section 71-a(3)(a) of the Lien Law and shall be used by Sponsor only in connection with the consummation of the Plan. Section 71-a(3) of the Lien Law requires, at Purchaser's option, that the Down Payment be placed in an escrow account in a bank trust company, savings bank, or state or federal savings and loan association located in New York State. Funds may be released (a) pursuant to the terms and conditions set forth in the Purchase Agreement upon Closing of title to the Unit; or (b) in a subsequent writing signed by both Sponsor and Purchaser; or (c) by a final, non-appealable order or judgment of a court. All funds received by Sponsor for upgrades or extras must initially be placed in the Escrow Account. However, Purchasers should note that such funds may be released from the Escrow Account by the Escrow Agent as long as Sponsor uses the funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras unless Sponsor abandons the Plan, in which case Purchaser will receive a refund of the entire Down Payment.

THIS PURCHASE AGREEMENT IS NOT CONDITIONED UPON A PURCHASER SECURING SATISFACTORY FINANCING. ANY PROSPECTIVE PURCHASER WHO EXECUTES A PURCHASE AGREEMENT AND DOES NOT OBTAIN FINANCING MAY LOSE HIS DEPOSIT IF HE IS UNABLE TO OTHERWISE RAISE THE MONIES FOR THE BALANCE OF THE PURCHASE PRICE. PROSPECTIVE PURCHASERS WHO WILL NEED FINANCING ARE ADVISED TO CONSULT WITH A LENDING INSTITUTION BEFORE EXECUTION OF A PURCHASE AGREEMENT. NO REPRESENTATION IS MADE BY SPONSOR AS TO THE AVAILABILITY OR COST OF SUCH FINANCING. THE SPONSOR MAY, AT ITS OPTION, CONDITION THE CONTRACT UPON FINANCING, PROVIDED THAT PURCHASER AND SPONSOR BOTH PROPERLY COMPLETE AND INITIAL A SECURED LOAN CONDITION RIDER, THE FORM OF WHICH IS ANNEXED HERETO AS EXHIBIT “B”.

5. Purchase Monies Held in Trust

A. The law firm of Jeffrey Zwick & Associates, PC, with an address at 266 Broadway, Suite 403, Brooklyn, NY 11211, telephone number 718-513-2050, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Jeffrey Zwick and Daniel Cohen. 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.

C. Escrow Account: Escrow Agent has established an escrow account at Signature Bank at its branch located at 565 Fifth Avenue, New York, New York 10007 ("Bank") which is authorized to do business in the State of New York. The escrow account is entitled "Jeffrey Zwick & Associates, P.C. Attorney Escrow Disbursement Account" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. If Purchaser has other accounts at the bank or branches, the assets in all of Purchaser's accounts will be aggregated together with the escrow deposit accounts for the purpose of determining whether the maximum FDIC insured amount is achieved.

D. All Deposits received by Purchaser shall be in the form of checks or wire transfers, and shall be made payable to or endorsed by the Purchaser to the order of "Jeffrey Zwick & Associates, P.C. Attorney Escrow Account", as Escrow Agent.

E. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts which is currently .25% but changes daily. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

F. Within five (5) business days after the fully executed 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 fully executed purchase agreement, Escrow Agent shall provide written notice to Purchaser and Sponsor, conforming the Deposit. The notice shall provide the account name, account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance to the terms of the purchase agreement.

G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, 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, as per GBL § 352-h.

I Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of 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.

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

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

(2) in a subsequent writing signed by both Sponsor and Purchaser; or
(3) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (1) through (3) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (1) through (3) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the unit is located and shall give written notice to both parties of such deposit.

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

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the 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.

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 §§ 352e(2-b) and 352(h).

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

O. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of Deposit by Purchaser.

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

Q. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

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

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

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

7. Closing Date and Place. Sponsor anticipates the First Closing to occur on the date projected in the Plan. Purchasers will be offered a right of rescission if: (i) the actual date of the First Closing; or (ii) the projected date of the First Closing occurs later than twelve months after the currently projected date for the First Closing. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than 12 months beyond that amended, later date.

The closing of title shall occur on the date and at the time and place in The City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice. Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If adjourned, Sponsor shall fix a new date and time for title closing and shall give Purchaser not less than ten (10) business days' prior written notice of the new scheduled date and time for closing. Purchaser may waive this thirty (30) day provision by initialing below.

I hereby waive the provision requiring thirty (30) days Notice of Closing _____

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

9. State of Title. Legal ownership to the Unit shall be transferred to Purchaser at closing subject only to the liens, encumbrances and title conditions (hereinafter called the "Permitted Encumbrances") enumerated in Exhibit A to this Agreement. Any other liens, encumbrances, or conditions shall not be an objection to title if: (i) the instrument required to remove it from the record is delivered to said representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for recording in the proper office, together with the requisite recording or filing fees; or (ii) Purchaser's title insurance company will insure Purchaser against its collection or enforcement out of the Unit.

10. Title Company Approval. Sponsor shall give marketable title in any form that any member of the New York Board of Title Underwriters will approve and insure. The Permitted Encumbrances in the title shall be the liens, encumbrances and conditions affecting title. Sponsor shall not be obligated to satisfy exceptions to title raised by any title insurance company except for the purchaser's title company insuring this deal.

The Financial Crimes Enforcement Network ("FinCEN") has issued a Geographic Targeting Order ("GTO"), last updated in May 2021, which requires US title insurance companies to report the personal identity of purchasers in certain residential real estate transactions in all NYC boroughs which meet the following criteria: (a) purchaser is a legal entity as defined in the GTO; (b) total purchase price is in excess of $300,000.00; (c) purchase is made without a bank loan or other similar form of external financing; and (d) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, virtual currency or a funds transfer. As long as the GTO remains in effect, its reporting requirements apply to all residential real property Closings meeting the above criteria.

11. Sponsor's Inability to Convey Title. After the Plan is declared effective, if Sponsor is unable to deliver title to Purchaser in accordance with the provisions of this Agreement, Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of half of one percent (½%) of the total offering price to render title marketable or to remove, cure or comply with any violations of record issued prior to the First Closing, and in such case, Sponsor may abandon the Plan. In no event shall Sponsor be obligated to cure violations of record which are the obligations of tenants to cure or which result from the acts or omissions of tenants, or violations noted with respect to radio or television antennae. Prior to declaring the Plan effective, Sponsor may abandon the plan at any time and for any reason.

12. Purchaser's Remedies. In the event that the Sponsor shall for any reason (except for willful default) be unable to convey and deliver the apartments in accordance with the terms of the Purchase Agreement, (except for any failure to perform any obligation imposed by applicable statute or regulation, or a failure to perform Sponsor's obligations under the Offering Plan) the sole remedy of the purchaser shall be to rescind the Purchase Agreement and be refunded the entire down payment with interest. In such case, Purchaser may be required to execute a general release attesting to the cancellation of all rights and obligations under the plan and the purchase agreement. If the plan is abandoned, Purchaser shall also be refunded any funds given for upgrades or extras. Said deposit shall be returned to Purchaser within ten (10) business days of the notice of cancellation.

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

13. Closing Adjustments.

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

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

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

(iii) rent and other charges, if any, pursuant to an Interim Lease or other written agreement for tenancy of the Unit.

(iv) insurance apportioned to unit for the first year of operations.

B. In the event the Unit has not been separately assessed for the then current fiscal tax year at the time of title closing, the apportionment of real estate taxes shall be based on the Unit's pro-rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. If the Unit has been separately assessed but the closing occurs before the tax rate is fixed, then the apportionment of real estate taxes shall be based upon the latest tax rate applied to the most recent assessed valuation.

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

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

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

A. Title Fees. If such Purchaser elects to obtain fee title insurance, he will pay a premium therefor to the title insurance company which will vary depending upon the amount of insurance requested. Purchaser is free to use a title company of his or her choosing without incurring a penalty. The premium for fee title insurance should be $774.00 for the first $100,000.00 of fee insurance plus $4.36 for each $1,000.00 or fraction thereof of additional fee insurance up to $500,000.00 and $3.98 for each $1,000.00 or fraction thereof of additional fee insurance over $500,000.00. The premium for mortgage title insurance should be $654.00 for the first $100,000.00 of insurance plus $3.64 for each $1,000.00 or fraction thereof of additional insurance up to $500,000.00 and $3.31 for each $1,000.00 or fraction thereof of additional insurance over $500,000.00. Riverside Abstract, LLC, 3839 Flatlands Avenue, #208, Brooklyn, New York 11234 has been retained by Sponsor to clear any title issues affecting the premises, and to record the condominium declaration and any other documents requiring

recording with respect to this offering plan. A copy of the title report may be furnished to the purchaser.

B. Recording Fees. A fee for recording the deed and Unit Owner's Power of Attorney of $32.00 for each instrument plus $5.00 per page, together with a service charge to the title company for such recording for a total of approximately $350.00;

C. Mortgage Fees. If Purchaser obtains a mortgage loan, Purchaser will pay:

(i) a fee and service charge for recording the mortgage of approximately $200.00;

(ii) mortgage recording tax in the amount provided for by law (at the date of the Plan, the tax to the purchaser is 1.8% of the face amount of the mortgage for mortgages under $500,000.00 and 1.925% of the face amount of the mortgage for mortgages over $500,000.00). (Note: The Lending Bank pays an additional 0.25%);

(iii) (a) Purchasers will pay a premium through the title insurance company for the mortgage title insurance policy. In addition, such Purchaser shall pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser is entitled under Section 339-ee (2) of the Condominium Act. All such payments shall be made upon execution of the loan documents.

(b) Sponsor at its option may request any purchaser who is obtaining a mortgage to have his lender accept an assignment of a portion of Sponsor's existing mortgage. In such event, Purchaser shall pay to the Sponsor such amount that the Purchaser is saving with respect to the mortgage tax that the Purchaser would have paid if there was no assignment of mortgage. The severance and assignment of the portion of the mortgage on the Property as contemplated herein would not result in any additional cost or risk to the Purchaser and will be initiated only after Purchaser has procured financing. Should the Purchaser's lender refuse to accept the assignment, Sponsor may require Purchaser to continue with the transaction without the assignment or may refund the Purchaser's deposit and terminate the purchase agreement. Accordingly, Purchaser may apply for a mortgage with a lending institution that will accept an assignment of mortgage. Because this transaction would require additional coordination between the parties, it may potentially delay the closing. In the event Sponsor exercises such option, the above paragraph regarding the mortgage tax credit will be inapplicable and the Purchaser will not be required to make any payments to the Sponsor in respect to the mortgage tax credit.

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

D. Transfer Tax. Although typically a seller's expense, the terms of this offering and Purchase Agreement transfer Seller's statutory obligation to pay transfer taxes to the purchaser. New York City transfer taxes are in the amount of 1.425% of the purchase price for residential Units over $500,000.00 and 1.4% of the purchase price for residential Units under $500,000.00. New York State Documentary Stamp Taxes are in the amount of $2.00 per $500.00. For any residential conveyance in which consideration is at least $3,000,000.00, there is an additional base tax of $1.25 per $500.00. For commercial Units, the transfer tax is in the amount of 2.625% of the purchase price for NYC and $2.00 per $500.00 plus an additional .25% of the purchase price for commercial Units of $2,000,000.00 or more in New York State. Additionally, there is a mansion tax of 1% of the purchase price for conveyances in the amount of $1,000,000 or more and a supplemental tax on the conveyance of residential real property in the amount of 0.25% for transfers of $2,000,001-$2,999,999; and 0.5% for transfers of $3,000,000 to $4,999,999, which are both imposed on Purchase. For purposes of calculating the transfer taxes to be paid, consideration includes the NYC transfer taxes paid by the purchaser.

E. Initial Capital Payment. Purchaser will be required to deposit with the Board of Managers two (2) months' estimated monthly common charges for his unit.

F. Sponsor's Attorney Fees. Purchaser shall be obligated to pay the following fees to sponsor's attorney: (i) $2,250.00 for services rendered in connection with the recording of the Declaration of the Condominium and the preparation of documents; (ii) $250.00 for any work in connection with obtaining a mortgage; (iii) $500.00 if the closing is held at any location other than sponsor's attorney's office at the request of purchaser or its representatives; (iv) $200.00 per hour if the duration of the closing exceeds two (2) hours due to the fault of purchaser or its representatives; (v) $200.00 payable to sponsor or sponsor's attorney if e-forms for New York City Real Property Transfer Tax are prepared on the purchaser's behalf.

G. Defrayment of Sponsor Costs. Purchaser shall pay an additional $1,500.00 at closing to defray Sponsor's costs, e.g, architectural costs, filing fees, legal fees and other costs incurred in creating the condominium.

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

15. Rent Security Deposit. If Purchaser is or hereafter becomes a tenant of the Unit pursuant to an Interim Lease or other written agreement, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser, together with any interest earned thereon, within thirty (30) days

following the closing, provided Purchaser is not in default under Purchaser's lease or tenancy obligations. If the Unit is occupied by someone other than Purchaser, then the unapplied security deposit (if any) of the tenant or occupant will be transferred at closing to Purchaser, who will, upon receipt, sign and deliver to Sponsor an agreement acknowledging the amount received, indemnifying Sponsor from all liability in connection therewith and agreeing to hold such security deposit in trust and to deposit same in an interest bearing bank account pursuant to the provisions of Section 7-103 of the New York General Obligations Law (such agreement to be in form and substance satisfactory to Sponsor). In either event, Sponsor will have the right to deduct from any tenant's security deposit the amount of any rent arrearage owing to Sponsor and to bring an action against the tenant to the extent such rent security is insufficient.

The Purchaser may not occupy the Unit or perform any work in the Unit prior to closing without the prior consent of the Sponsor. In the event the Purchaser occupies the Unit or performs any work in the Unit prior to closing without the prior consent of the Sponsor, such event shall constitute a default under Section 18 of this Agreement.

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

17. Transfer Tax Return. At closing, Sponsor and Purchaser shall each duly complete and sign before a Notary Public the transfer tax return required to be filed with The City of New York. The transfer tax return shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. The terms of this offering transfer the statutory obligation to pay said tax from Sponsor to Purchaser, who shall be responsible for said payment.

18. Events of Default

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

(i) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 4 herein;

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

(iii) If Purchaser is or becomes a tenant of the Building, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations, which results in Purchaser's eviction from Purchaser's Unit (either by voluntary removal or by court order); or

(iv) If Purchaser occupies the unit or performs any work in the unit prior to closing without the prior consent of the Sponsor;

(v) The failure to pay, perform or observe any of the Purchaser's other obligations hereunder, which is not cured within fifteen (15) days after the mailing of written notice specifying the nature of such default.

B. Upon the occurrence of an Event of Default, the Sponsor's sole remedy shall be to cancel the Purchase Agreement by sending Purchaser thirty (30) days' prior written notice of its intention to do so. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the cancellation notice within which time Purchaser must cure the specified default. If the default is not timely cured, then Sponsor shall have the right to retain, as and for liquidated damages, the Down Payment (but in no event to exceed ten percent (10%) of the Purchase Price of the it) plus the cost of any special work in the Unit ordered by Purchaser, and any sums in excess thereof (together with any interest earned thereon) shall be returned to Purchaser promptly thereafter. Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. The parties may be required to sign a general release to that effect.

Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

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

D. Notwithstanding the occurrence of an Event of Default Sponsor may, in its sole discretion, keep this Agreement in effect and proceed to close title without prejudicing Sponsor's right to recover from Purchaser's damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, legal fees and costs of collection).

E. If Purchaser is or becomes a tenant of the Building pursuant to an Interim Lease or other written agreement and Purchaser fails to pay rent or otherwise comply with Purchaser's lease or

tenancy obligations, or if Purchaser vacates or abandons the leased premises, then such failure, vacating or abandonment (as the case may be) shall constitute a default hereunder entitling Sponsor, at its sole option, to cancel this Agreement, even though Purchaser is not evicted from the leased premises as a result thereof. However, before the Sponsor may utilize the default under the Interim Lease to declare a 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 Interim Lessee unless the Interim Lessee has vacated the Unit. The Interim Lessee will have thirty (30) days to vacate the Unit after a default under the Purchase Agreement or in the event the Interim Lessee defaults on the Purchase Agreement. However, if such Purchaser is not evicted from the Building by reason of such default, by vacating or abandonment, Sponsor shall return to such Purchaser all monies deposited under the Purchase Agreement, together with the interest earned thereon, if any. However, in no event shall Purchaser be released or excused from paying and performing Purchaser's lease or tenancy obligations.

19. Appliances and Equipment

A. The Unit is being sold unfurnished, without window blinds or shades and will contain only the appliances and equipment described above and in the Plan. Furniture, wall coverings, furnishings, decorations, and the like in or about any model Unit are for display purposes only and are not included in this sale. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement, and Purchaser should not rely thereon. Sponsor shall not be liable for immaterial variations from any floor plans or sketches.

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

20. Construction.

A. The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be in accordance with the Plan and the architectural "plans and specifications" (defined in the Plan), subject to the right reserved by Sponsor to modify and amend the Plan and the "plans and specifications" in order to substitute materials, equipment or fixtures of Equal or Better Quality and design, provided only that the approval of any governmental authorities having jurisdiction thereover and the construction lender are first obtained (if required). Nothing herein contained shall excuse Sponsor from its obligations to correct any defects in construction in accordance with the conditions set forth in the Plan in the section entitled "Rights and Obligations of the Sponsor" within a reasonable time.

B. The construction of the Building and the Unit and the correction of any defects in construction to the extent required under the Plan are the sole responsibility of the Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain immaterial variations from the Plan and "plans and specifications" as indicated in the Plan in subparagraph 2(g) of "Rights and Obligations of Sponsor--Construction Obligations"

and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in subparagraph 2 of "Rights and Obligations of Sponsor: Construction Obligations."

21. Inspection of Units.

At least ten (10) days before the Balance is to be paid, the Selling Agent shall notify the Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete, date and sign a written list detailing unfinished items, and deliver same to the Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to produce a punch list, shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. The parties may agree on a reasonable time frame within which to complete the items. However, nothing herein shall relieve Sponsor of its obligations as set forth in the "Rights and Obligations of Sponsor -- Construction Obligations" as set forth in the offering plan.

22. Possession; Risk of Loss

A. Purchaser shall not be entitled to occupy the Unit until the deed is delivered to Purchaser at closing. Sponsor may, in its discretion, grant Purchaser possession of the Unit prior to the closing under an Interim Lease.

B. Smoking and/or use of electronic cigarettes is prohibited in all indoor and outdoor locations on the Property. This policy shall apply to all Unit Owners and tenants and their respective invitees as well as other persons on the premises. This policy shall apply to all Unit Owners and tenants and their respective invitees as well as other persons on the premises.

C. A person in possession who is not an owner cannot insure the building since he or she has no ownership interest, and the unit cannot be doubly insured. As such, if Purchaser is given possession of the Unit prior to Closing under an Interim Lease or otherwise, the Purchaser shall be solely responsible for any damage to, or loss or other condition in the Unit not covered by insurance resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its installations. However, until closing Sponsor will remain responsible to make those repairs required of it as a landlord under any existing or interim lease and, after closing, the Condominium Board will be responsible to make those repairs required of it under the Condominium Documents.

D. If, during Purchaser's occupancy, the Unit is damaged by casualty or otherwise, the Purchaser shall assume the risk of loss and the obligation to repair the damage in excess of insurance proceeds available to the Sponsor prior to the First Closing and to the Board thereafter, unless the cause thereof originated outside the Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If Purchaser is obligated to repair the damage, then Purchaser's failure to make such repair shall not excuse Purchaser from paying the Balance and accepting delivery of the deed.

E. Except as provided in the preceding subparagraph, all other risk of loss prior to closing in excess of insurance proceeds has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit. If Sponsor or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage, this agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been repaired to as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Board or other Unit Owners) and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing. Sponsor will remove subsequent to Closing all violations of record which it is obligated to correct within ninety (90) days of the violation posting. Additionally, if Sponsor elects to repair or replace the loss or damage and the Purchase Agreement is contingent on the Purchaser obtaining financing, if, after making a good faith effort to extend the term of the commitment to enable Sponsor to repair the damage, an extension is not obtained, the Purchaser will be afforded a right of rescission

F. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Condominium's By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited hereunder, without interest (unless interest is earned), whereupon the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain the Down Payment plus other advances made for upgrades or extras pursuant to Paragraph 18 above.

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

Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans, is accurate or correct, provided the layouts and dimensions conform substantially to such Floor Plans and (b) that Purchaser shall not be relieved of any obligations hereunder by reason of any immaterial inaccuracy or error. The provisions of this Paragraph shall survive the closing of title.

24. Notices. All notices, elections, consents, demands and communications (collectively called "notices" or individually called "notice") shall be delivered personally or given in writing by registered or certified mail, return receipt requested, postage prepaid, and, if sent to Purchaser, addressed to Purchaser at Purchaser's address given in the preamble to this Agreement and, if sent to Sponsor, addressed to the Sponsor.

Notice to Purchaser shall also be satisfied by email transmission to Purchaser or Purchaser's attorney. Seller's attorney may send all notices to Purchaser's attorney and/or Purchaser via email at the following address(es): _____. An email confirmation printout by Seller's attorney showing transmission was complete is sufficient evidence that the email has been transmitted and the notice has been served.

25. Broker. Purchaser represents that he or she has disclosed all brokers or sales agents with whom Purchaser has dealt in connection with this transaction, which are: The Corcoran Group and_____. Sponsor agrees to pay the commission due the listed brokers pursuant to separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any other broker or sales agent on account of any acts of Purchaser or of Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from any and all liabilities and expenses in connection therewith, including (without limitation) reasonable legal fees and disbursements. The provisions of this Paragraph 25 shall survive the closing.

26. No Lien; Agreement Subject to Mortgage

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

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

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

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

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

29. Liability of Sponsor. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of G-d, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials, or supplies in the open market, failure of transportation, strike, lock-out, action of labor unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

In the event any obligation or undertaking required by Sponsor under the Purchase Agreement (including without limitation any fully-executed rider hereto) is prevented, delayed or hindered by Force Majeure, Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the duration of the Force Majeure event and such tolling shall not entitle Purchaser to any credit, offset or reduction in Purchase Price or to be relieved from any other obligation under the Purchase Agreement. However, none of Purchaser's rights under the applicable regulations promulgated by the Attorney General, Article 23 of the General Business Law or under the Plan shall be abridged by virtue of Force Majeure except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order. Purchasers are specifically advised that the timing of the closing of title to the Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorneys as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provisions prior to executing the Purchase Agreement.

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

31. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable as against person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby.

Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

32. Strict Compliance. Any failure by Sponsor to insist upon strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Sponsor, notwithstanding any failure, shall have the right thereafter to insist upon strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

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

34. Arbitration. In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium or the Purchase Agreement, including the disposition of Down Payments or advances received by Sponsor, or to break any deadlock in voting, the parties shall submit such dispute or question to arbitration through the American Arbitration Association ("AAA"), which will give any party the rights he is entitled to under New York law. The arbitration proceeding will follow the rules of the AAA, who will designate an arbitrator who will be neutral and independent of the Sponsor and its principal. The hearing will take place in the county where the building is located. There may be time limits within which to bring a claim. The parties to the purchase agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment, and said decision shall be final and binding. A party's ability to have a court reverse or modify an arbitration award is very limited. The ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings. The arbitrators may not have to explain the reason for their award. Unlike litigation, New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings. The fees, costs and expenses of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his or her own counsel and expert witnesses. The rules and fees of the AAA can be found on their website: http://www.adr.org. Nothing contained in this paragraph shall be construed to preclude any purchaser's rights under Article 23-A of the GBL.

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

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

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

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

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

39. No Oral Changes. This Agreement cannot be changed nor any provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

40. Acceptance of Purchase Agreement

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

B. The submission of such application or this Purchase Agreement to Purchaser does not constitute a binding obligation on either Purchaser or Sponsor. No such binding obligation shall arise until duplicates of this Purchase Agreement are executed by, and delivered to, both Purchaser and Sponsor (or Sponsor's duly authorized agent). If, within five (5) days after the Selling Agent receives this Purchase Agreement signed by Purchaser, a duplicate of this Agreement signed by Sponsor or its authorized agent is not sent or delivered to Purchaser, then it shall be deemed rejected and of no force or effect, and all monies paid by Purchaser shall be refunded within ten (10) business days thereafter, with interest. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status or other ground proscribed by law.

41. Purchase Agreement Not Conditioned on Financing. Purchaser may partially finance the purchase of this unit by obtaining a mortgage loan for the purchase price. However, the obligations of purchaser under this Purchase Agreement are not conditional on the purchaser's obtaining financing unless Sponsor agrees to allow a financing contingency and the financing contingency rider annexed hereto as Exhibit B is fully executed by all parties. Any prospective purchaser who executes a Purchase Agreement without the Rider in Exhibit B 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 Sponsor as to the availability or cost of such financing.

42. Agreement Not Assignable; Binding Effect. The Purchase Agreement is not assignable without the consent of the Sponsor. Any request for assignment shall be submitted to Sponsor's attorney in writing at least fifteen (15) days prior to the scheduled closing. Sponsor may, in its sole and absolute discretion, permit the Contract to be assigned to allow Purchaser to add, delete or substitute the name of a Purchaser's Family Member or to take title in the name of an entity related to or controlled by Purchaser. If Sponsor consents to an assignment, Purchaser must provide an executed assignment and assumption agreement prepared by Sponsor's attorney pursuant to which Purchaser assigns the Contract and Deposit to the new party named as Purchaser, who shall assume all of Purchaser's obligations thereunder, along with a new IRS W-8 or W-9 form (as applicable) for the new Purchaser at least five (5) days prior to the scheduled closing. In no event will Purchaser be entitled to delay or postpone the closing of title to effectuate such name change or assignment. Sponsor, Managing Agent, Selling Agent and the principals of the foregoing entities will not discriminate on any ground prohibited by law. There is no additional fee for an assignment agreed to by Sponsor.

This Purchase Agreement shall bind and apply to Purchaser and Purchaser's executors, administrators, legal representatives, heirs, successors and permitted assigns.

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

Purchaser:

_____L.S.

_____L.S.

Purchaser's Address: _____

Accepted and Agreed to:
Dari Development LLC

By:_____
Date Accepted:_____

Escrow Terms Agreed To:
Jeffrey Zwick & Associates, PC

By:_____

EXHIBIT A
Permitted Encumbrances

1. Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasi-governmental authority having jurisdiction.

2. State of facts which an accurate survey or personal inspection of the Land would show, provided such facts would not prevent the use of the Unit for dwelling purposes nor render title unmarketable.

3. The terms, burdens, covenants, restrictions, conditions, easements, and rules and regulations, all set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Condominium Board and Sponsor and the Floor Plans, all as may be amended from time to time.

4. Consents by Seller or any former owner of the Land for the erection of any structure or structures on, under or above any street or street on which the Land may abut.

5. Any easement or right of use in favor of handicapped persons or any easement or right of use in favor of any utility company for electricity, steam, gas, telephone, water, or other service, and the right to construct, use, maintain, repair, and replace all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax (which is to be paid by the Condominium Board).

7. Encroachments of shrubbery, stoops, areas, steps, doors, ledges, window sills, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, sewerage pipes, air-conditioning units, canopies, ramps, and similar projections, if any, on, over, or under the Property or the streets or sidewalks or property abutting the Property and the rights of governmental authorities and adjoining property owners to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

9. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

10. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at closing).

11. Any encumbrance as to which the title insurance company which insures Purchaser's title to the Unit would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.

12. Any lease covering the Unit.

13. Certificate of Occupancy covering the Building.

14. Any violations against the Property (other than the Unit) which are the obligation of the Condominium Board or another Unit Owner to correct, provided the same does not affect the health or safety of the unit owner.

15. Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Purchaser's title to the Unit.

16. Light and Air Easement for lot line windows to be recorded in the Kings County Clerks office.

17. Any matters of record which do not prohibit the use of the premises.

EXHIBIT B
TERMS OF SECURED LOAN CONDITION RIDER

THE TERMS SET FORTH IN THIS SECURED LOAN CONDITION RIDER SHALL APPLY, AT SELLER'S SOLE OPTION, ONLY IF AGREED TO BY THE SPONSOR IN THE SPACE PROVIDED BELOW. PURCHASER'S SIGNATURE ALONE DOES NOT EFFECTUATE THIS SECURED LOAN CONDITION RIDER.

THIS RIDER IS ANNEXED TO AND FORMS A PART OF THE PURCHASE AGREEMENT, DATED _____ , BETWEEN _____, SELLER, AND _____ , AS PURCHASER, RELATIVE TO THE SALE OF UNIT ____AT 10 QUINCY STREET, BROOKLYN, NEW YORK.

Sponsor's Preferred Lender is Victor Angel at Wells Fargo Bank, N.A. located at 150 East 42nd Street, 32nd Floor, New York, NY 10017, (917) 816-2804.

A. Contingency Period and Terms of Loan. The obligations of Purchaser hereunder are conditioned upon issuance on a date which is on or before forty-five (45) days from date the Purchaser receives an executed Purchase Agreement ("Mortgage Contingency Expiration Date"), of a written commitment from Sponsor's Preferred Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of an amount equal to 80% of the purchase price or such lesser sum as Purchaser shall be willing to accept, or such other sum as to which the parties may agree, at prevailing interest rates for a term of at least thirty (30) years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender.

B. Application Procedure. Within two (2) weeks of receipt of the fully executed Purchase Agreement, Purchaser must make a mortgage application. Purchaser shall authorize the mortgage broker or lending institution to talk directly to Seller's attorney regarding the status of the mortgage application. Failure to send such notice, after receiving written notice from the Seller, will be considered to be a waiver of the mortgage contingency.

C. Purchaser's Responsibilities. Upon making an application pursuant to this section, Purchaser shall: (1) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (2) pay all fees, points and charges required in connection with such application and loan, which may include the appraisal, credit checks, and origination fees, (3) pursue such application with diligence, and (4) cooperate in good faith with such Institutional Lender to obtain such commitment. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt.

D. Failure to Obtain Commitment. The Purchaser will have the right to terminate the Purchase Agreement and be refunded all monies deposited thereunder, without interest, and unexpended sums for special work ordered in the event:

(a) Sponsor's Preferred Lender fails, through no fault of the Purchaser, to issue its commitment on the terms described above by the Mortgage Contingency Expiration Date (or such other period as the Sponsor may permit, in Sponsor's sole discretion), provided the purchaser gives notice of termination not later than five (5) business days after the expiration of the aforementioned period; or

(b) the commitment issued by the lender lapses, expires or is not funded by the Closing through no fault of the Purchaser, provided the Purchaser acts in good faith and gives notice of termination no later than ten (10) days before the scheduled Closing unless Purchaser did not receive sufficient notice and is therefore unable to give notice to Sponsor within ten days of Closing. This is because 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.

E. Failure to Notify. If Purchaser fails to give timely notice of cancellation in accordance with paragraph D, then Purchaser shall be deemed to have waived the right to cancel the contract and to receive a refund of the Deposit and unexpended sums for special work ordered by reason of the contingency contained in this Rider. The Purchase Agreement will remain in full force and effect and the mortgage contingency will no longer apply. In addition, Seller may, at its option, cancel the contract and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract, and upon cancellation the down payment and unexpended sums for special work ordered shall be promptly refunded to Purchaser.

SELLER:

By:_____ _____Purchaser

EXHIBIT C
SPONSOR'S LIMITED WARRANTY

THE 10 QUINCY STREET CONDOMINIUM

THIS LIMITED WARRANTY HAS BEEN FORMED IN ACCORDANCE WITH ARTICLE 36-B OF THE GENERAL BUSINESS LAW, OTHERWISE KNOWN AS THE HOUSING MERCHANT IMPLIED WARRANTY. THIS LIMITATION SHALL APPLY IN THE EVENT ARTICLE 36-B APPLIES.

EFFECTIVE DATE OF THIS LIMITED WARRANTY

The effective date of this limited warranty is the earlier of the (i) date that purchaser shall first take possession of the Unit or (ii) the date of delivery of the condominium unit deed to the purchaser.

SPONSOR'S LIMIT ON MAXIMUM LIABILITY

THIS LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE UNIT AND ALL COMPONENTS THEREOF, BOTH EXPRESS AND IMPLIED (INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THE PURPOSE OF THIS LIMITATION IS TO IDENTIFY THE SELLER'S RESPONSIBILITIES FOR LATENT CONSTRUCTION DEFECTS THAT COULD NOT HAVE BEEN DISCOVERED OR DISCLOSED BY AN INSPECTION OF THE UNIT.

THIS LIMITED WARRANTY EXCLUDES ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL AND INDIRECT DAMAGES.

1. THOSE COVERED UNDER THIS LIMITED WARRANTY

This Limited Warranty extends to the purchaser named on page 1 of this purchase agreement and its successors whom acquire title to the Unit by will or intestacy. This Limited Warranty does not extend to subsequent owners, possessors, lessees, mortgagees in possession of the Unit or any person(s) or entity(ies) who may succeed to the rights of the herein purchaser.

2.LIMITED WARRANTY IS GIVEN BY SPONSOR

This Limited Warranty is made solely by the Sponsor of this condominium, whose name appears on page 1 of this purchase agreement.

3. PURCHASER'S OBLIGATION TO INSPECT THE UNIT

Purchaser assumes and undertakes the responsibility to inspect the Unit prior to acquisition of title and prior to occupancy. Any defects discovered upon inspection or which may be

discovered by an inspection of the Unit shall be reported to the Sponsor prior to closing of title or will be deemed waived indefinitely.

4. COVERAGE

The Warranty period for all of the following coverages begins on the effective date of this Warranty set forth herein above.

(i) For one (1) year, the home must be free from defects caused by workmanship or materials that do not meet the standards of the applicable building code; for items not covered by code, the construction must be in accordance with locally accepted building practices.

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

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

Not Covered by the Housing Merchant Implied Warranty:

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

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

5.EXCLUSIONS FROM COVERAGE

(1)The Sponsor's Limited Warranty excludes all consequential, incidental, special damages and indirect damages.

(2) The Sponsor's Limited Warranty does not cover defects in appliances, fixtures, equipment and household items, except defects due to improper installation by the Sponsor.

(3)The Sponsor's Limited Warranty does not cover any defects for any labor or in any work or materials ordered directly by any purchaser from Sponsor's sub-contractors, suppliers, or any independent contractor not engaged in any non-delegable duty(ies).

(4) The Sponsor's Limited Warranty is limited to actual purchasers and their successors whom acquire title to the subject Unit by will or by the governing intestacy laws.

(5) In addition, the following items are not covered by the Sponsor's Limited Warranty:

(a) conspicuous defects and any defects which an inspection of the Unit would reveal;

(b) damage caused by the failure of the purchaser or any affiliate thereof, to comply with the requirements of the Sponsor's Limited Warranty or of any requirements imposed by a manufacturer, supplier of appliances, fixtures, equipment or household items;

(c) damage caused by the misuse, overuse, or interference by purchaser or anyone other than the Sponsor or its employees or delegatees;

(d) any additional damage caused by the failure of purchaser to give adequate notice to the Sponsor of any defects or damage in a timely fashion as provided in the Sponsor's Limited Warranty;

(e) any damage caused by changes, alterations or improvements made to the Unit by anyone other than the Sponsor or its employees or delegatees;

(f) any damage caused by purchaser's failure to adequately maintain and preserve any item or property covered under the Sponsor's Limited Warranty;

(g) any loss or damage caused by or stemming from an accident, catastrophe, unnatural forces due to violence or gross negligence, fire, explosion, smoke, motor vehicles, acts of God, lightening, windstorm, hail, flood, earthquake, soil movement, and changes in the underground waterbase;

(h) any loss or damage caused by seepage of water unless such loss or damage is directly related to a construction defect resulting from construction by the Sponsor;

(i) any damage resulting from purchaser's failure to take timely action to mitigate any pre-existing damages;

(j) any condition resulting from normal wear and tear or form normal settling of the building, including but not limited to, concrete cracks, outer building cracks which do not impair the structural stability of the building;

(k) insects, vermin, rodent damage and infestation, or damage caused by other animals or pests;

(l) death, bodily injury or damage to personal property;

(m) damage which arises from any misuse or unauthorized use of the Unit.

6.NOTICE

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

7.SPONSOR'S OBLIGATIONS IN THE EVENT OF A DEFECT COVERED UNDER THIS WARRANTY

If a defect occurs in an item covered under this warranty, the Sponsor will make a good faith effort to repair, replace or pay the purchaser the reasonable cost of repairing or replacing the defective item(s) within ninety (90) days after Sponsor's inspection of the alleged defect which discloses an actual defect covered under this limited warranty. The Sponsor reserves the sole right and discretion to replace, repair or furnish payment for any defect.

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

COMPLETION AND DELIVERY OF NOTICE OF WARRANTY CLAIMS WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD IS NECESSARY TO PROTECT THE RIGHTS OF THE PURCHASER UNDER THIS LIMITED WARRANTY. ALL TIME PERIODS FOR SAID COVERAGES ARE OF THE ESSENCE AND WILL NOT BE EXTENDED BY THE SPONSOR.

SELLER:

By:_____ _____

Purchaser

_____

Purchaser

DOCUMENT NUMBER 3

NEW YORK STATE AND
NEW YORK CITY TAX FORMS

New York State
Real Estate Transfer Tax Return
Credit Line Mortgage Certificate (TP-584)

and

New York Department of Finance
Real Property Transfer Tax Return (RPT)

NEW YORK CITY DEPARTMENT OF FINANCE

NYC - RPT

Finance

REAL PROPERTY TRANSFER TAX RETURN

(Pursuant to Title 11, Chapter 21, NYC Administrative Code)

Instructions: If you are filing this form as part of a Non-Recorded Transfer, mail your completed RPT form to: **NYC Dept. of Finance, Non-Recorded RPTT Return Processing, 66 John Street, 13th Floor, New York, NY 10038.** See Instructions on page 17 of this form for further details.

▲ DO NOT WRITE IN THIS SPACE ▲
FOR OFFICE USE ONLY

GRANTOR

● Name

● Grantor is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantor is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

SINGLE MEMBER EIN OR SSN

GRANTEE

● Name

● Grantee is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantee is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

SINGLE MEMBER EIN OR SSN

PROPERTY LOCATION

LIST EACH LOT SEPARATELY. ATTACH A RIDER IF ADDITIONAL SPACE IS REQUIRED

● Address (number and street)	Apt. No.	Borough	Block	Lot	# of Floors	Square Feet	● Assessed Value of Property

● DATE OF TRANSFER TO GRANTEE: _____ ● PERCENTAGE OF INTEREST TRANSFERRED: _____%

CONDITION OF TRANSFER. See Instructions

● Check (✓) all of the conditions that apply and fill out the appropriate schedules on pages 5-11 of this return. Additionally, Schedules1 and 2 **must** be completed for all transfers.

a. ☐.....Arms length transfer
b. ☐.....Transfer in exercise of option to purchase
c. ☐.....Transfer from cooperative sponsor to cooperative corporation
d. ☐.....Transfer by referee or receiver (complete Schedule A, page 5)
e. ☐.....Transfer pursuant to marital settlement agreement or divorce decree (complete Schedule I, page 9)
f. ☐.....Deed in lieu of foreclosure (complete Schedule C, page 6)
g. ☐.....Transfer pursuant to liquidation of an entity (complete Schedule D, page 6)
h. ☐.....Transfer from principal to agent, dummy, strawman or conduit or vice-versa (complete Schedule E, page 7)
i. ☐.....Transfer pursuant to trust agreement or will (attach a copy of trust agreement or will)
j. ☐.....Gift transfer not subject to indebtedness
k. ☐.....Gift transfer subject to indebtedness
l. ☐.....Transfer to a business entity in exchange for an interest in the business entity (complete Schedule F, page 7)
m. ☐.....Transfer to a governmental body
n. ☐.....Correction deed
o. ☐.....Transfer by or to a tax exempt organization (complete Schedule G, page 8).
p. ☐.....Transfer of property partly within and partly without NYC
q. ☐.....Transfer of successful bid pursuant to foreclosure
r. ☐.....Transfer by borrower solely as security for a debt or a transfer by lender solely to return such security
s. ☐.....Transfer wholly or partly exempt as a mere change of identity or form of ownership. Complete Schedule M, page 9)
t. ☐.....Transfer to a REIT or to a corporation or partnership controlled by a REIT. (Complete Schedule R, pages 10 and 11)
u. ☐.....Other transfer in connection with financing (describe): _____
v. ☐.....A grant or assignment of a leasehold interest in a tax-free NY area
w. ☐.....Other (describe): _____

● TYPE OF PROPERTY (✓)

a. ☐ ..... 1-3 family house
b. ☐ ..... Individual residential condominium unit
c. ☐ ..... Individual cooperative apartment
d. ☐ ..... Commercial condominium unit
e. ☐ ..... Commercial cooperative
f. ☐ ..... Apartment building
g. ☐ ..... Office building
h. ☐ ..... Industrial building
i. ☐ ..... Utility
j. ☐ ..... OTHER. (describe):

_____

● TYPE OF INTEREST (✓)

Check box at LEFT if you intend to record a document related to this transfer. Check box at RIGHT if you do not intend to record a document related to this transfer.

	REC.		NON REC.
a.	☐	Fee	☐
b.	☐	Leasehold Grant	☐
c.	☐	Leasehold Assignment or Surrender	☐
d.	☐	Easement	☐
e.	☐	Subterranean Rights	☐
f.	☐	Development Rights	☐
g.	☐	Stock	☐
h.	☐	Partnership Interest	☐
i.	☐	OTHER. (describe):	☐

_____

SCHEDULE 1 - DETAILS OF CONSIDERATION

COMPLETE THIS SCHEDULE FOR ALL TRANSFERS AFTER COMPLETING THE APPROPRIATE SCHEDULES ON PAGES 5 THROUGH 11. ENTER "ZERO" ON LINE 11 IF THE TRANSFER REPORTED WAS WITHOUT CONSIDERATION.

1. Cash	● 1.		
2. Purchase money mortgage	● 2.		
3. Unpaid principal of pre-existing mortgage(s)	● 3.		
4. Accrued interest on pre-existing mortgage(s)	● 4.		
5. Accrued real estate taxes	● 5.		
6. Amounts of other liens on property	● 6.		
7. Value of shares of stock or of partnership interest received	● 7.		
8. Value of real or personal property received in exchange	● 8.		
9. Amount of Real Property Transfer Tax and/or other taxes or expenses of the grantor which are paid by the grantee	● 9.		
10. Other (describe):_____	● 10.		
11. **TOTAL CONSIDERATION** (add lines 1 through 10 - must equal amount entered on line 1 of Schedule 2) (see instructions)	● 11.	$	

See instructions for special rules relating to transfers of cooperative units, liquidations, marital settlements and transfers of property to a business entity in return for an interest in the entity.

SCHEDULE 2 - COMPUTATION OF TAX

A. **Payment**	Pay amount shown on line 12 - *See Instructions*	Payment Enclosed	

1. Total Consideration (from line 11, above)	● 1.		
2. Excludable liens (see instructions)	● 2.		
3. Consideration (Line 1 less line 2)	● 3.		
4. Tax Rate (see instructions)	● 4.		%
5. Percentage change in beneficial ownership (see instructions)	● 5.		%
6. Taxable consideration (multiply line 3 by line 5)	● 6.		
7. Tax (multiply line 6 by line 4)	● 7.		
8. Credit (see instructions)	● 8.		
9. Tax due (line 7 less line 8) (if the result is negative, enter zero)	● 9.		
10. Interest (see instructions)	● 10.		
11. Penalty (see instructions)	● 11.		
12. **Total Tax Due** (add lines 9, 10 and 11)	● 12.	$	

SCHEDULE 3 - TRANSFERS INVOLVING MULTIPLE GRANTORS AND/OR GRANTEES

NOTE If additional space is needed, attach copies of this schedule or an addendum listing all of the information required below.

GRANTOR(S)

● Name

● Grantor is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantor is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

SINGLE MEMBER EIN OR SSN

● Name

● Grantor is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantor is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

SINGLE MEMBER EIN OR SSN

GRANTEE(S)

● Name

● Grantee is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantee is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

SINGLE MEMBER EIN OR SSN

● Name

● Grantee is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantee is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

SINGLE MEMBER EIN OR SSN

GRANTOR'S ATTORNEY

Name of Attorney	Telephone Number
	( )

Address (number and street)	City and State	Zip Code

EMPLOYER IDENTIFICATION NUMBER ___ - ___ **OR** SOCIAL SECURITY NUMBER ___ - ___ - ___

GRANTEE'S ATTORNEY

Name of Attorney	Telephone Number
	( )

Address (number and street)	City and State	Zip Code

EMPLOYER IDENTIFICATION NUMBER ___ - ___ **OR** SOCIAL SECURITY NUMBER ___ - ___ - ___

CERTIFICATION

I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

GRANTOR

Sworn to and subscribed to

before me on this _____ day

of _____, _____.

_____
Signature of Notary

Notary's stamp or seal

_____
EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

_____
Name of Grantor

_____
Signature of Grantor

GRANTEE

Sworn to and subscribed to

before me on this _____ day

of _____, _____.

_____
Signature of Notary

Notary's stamp or seal

_____
EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

_____
Name of Grantee

_____
Signature of Grantee

GRANTEE: To ensure that your property and water/sewer tax bills are sent to the proper address, please visit the Finance website at nyc.gov/finance. If you do not have internet access, call 311.

SCHEDULE A - TRANSFER BY REFEREE OR RECEIVER

NOTE The consideration for a transfer by a referee or receiver under foreclosure or execution is the amount bid for the property or economic interest therein and the costs paid by the purchaser, plus the amount of any pre-existing mortgages, liens or other encumbrances remaining on the property after the transfer, whether or not the underlying indebtedness is assumed.

1. Was this transfer the result of a court ordered sale pursuant to foreclosure or execution? (✓) ..... ☐ YES ☐ NO
If "YES," complete lines 2a through 2f below. If "NO," complete line 3 below.

2a. Status of grantee: (✓)
☐ Nominee of plaintiff ☐ Plaintiff in foreclosure action ☐ Assignee of plaintiff ☐ Transferee of successful bidder
☐ Other (describe): _____

2b. Priority of mortgage foreclosed upon: ☐ first ☐ second ☐ third or other

2c. Amount of foreclosure judgment .....2c. $ _____

2d. Price bid by grantee (enter here and on Schedule 1. See instructions) .....2d.	$	
2e. Costs paid by grantee (enter here and on line 10, Schedule 1).....2e.	$	
2f. Amount of remaining mortgages, liens or other encumbrances (enter here and on Schedule 1. See instructions) .....2f.	$	

3. If the answer to line 1 above is "NO", state the reason for this transfer:_____

_____

_____

SCHEDULE B - TRANSFER OF SHARES OF STOCK IN A COOPERATIVE HOUSING CORPORATION

A. Name and address of cooperative housing corporation: _____

_____ Zip Code: _____

B. 1) Is this an initial transfer of shares from either a cooperative housing corporation or a sponsor? (✓) ☐ YES ☐ NO

2) If "YES," enter the date the NYC Real Property Transfer Tax was paid on the transfer of land and/or building to the cooperative housing corporation ..... MONTH ____ DAY ____ YEAR ____

If this initial transfer is more than 2 years from the above date, enter the date the first of these initial transfers was made ..... MONTH ____ DAY ____ YEAR ____

C. Is this a transfer of an individual unit in a housing company organized and operating pursuant to the provisions of articles two, four, five, or eleven of the Private Housing Finance Law? (✓) ☐ YES ☐ NO

If "YES," you are not subject to the Real Property Transfer Tax. However, you must file a return.

NOTE If you answered "YES," to question B above, you may be entitled to a credit. Complete lines 1 through 4 below.
If you answered "NO," to question B above, you are not entitled to a credit.

CREDIT CALCULATION

1. Enter the amount of NYC Real Property Transfer Tax paid on conveyance of underlying real property to cooperative housing corporation .....1.	$	
2. Enter the number of shares transferred in this transaction .....2.		
3. Enter the total number of outstanding shares of the cooperative housing corporation including any shares held by the corporation .....3.		
4. Amount of credit (divide line 2 by line 3 and multiply the result by line 1. Enter here and on line 8, Schedule 2) .....4.	$	

SCHEDULE C - TRANSFER IN LIEU OF FORECLOSURE

NOTE A conveyance by a defaulting mortgagor to the mortgagee (or to a nominee or assignee of the mortgagee) in consideration of the cancellation of the mortgage debt is taxable. The consideration is the amount of the outstanding mortgage debt and unpaid accrued interest, plus the amount of any other mortgages, liens or encumbrances remaining on the property or economic interest or the underlying real property after the transfer, whether or not the underlying indebtedness is assumed and irrespective of whether the cancellation of the mortgage was recorded.

1. Status of grantee: (✓)

☐ Mortgagee ☐ Nominee of mortgagee ☐ Assignee of mortgagee

☐ Other (describe):_____

2. Priority of mortgage in default: ☐ first ☐ second ☐ third or other

3. Amount of debt owed by grantor to mortgagee at time of transfer:		
a. Outstanding principal (enter here and on line 3 of Schedule 1) .....3a.	$	
b. Accrued interest (enter here and on line 4 of Schedule 1) .....3b.	$	
4. Amount of mortgages, liens or other encumbrances remaining on the real property or economic interest therein after the transfer (enter here and on Schedule 1. See instructions).....4.	$	

SCHEDULE D - TRANSFER PURSUANT TO PARTIAL OR COMPLETE LIQUIDATION OF CORPORATION, PARTNERSHIP OR OTHER ENTITY

SEE INSTRUCTIONS AND SCHEDULE M.

NOTE A distribution of real property or an economic interest therein within 12 months of liquidation of the distributing entity is presumed to be a distribution in liquidation. *Attach a balance sheet reflecting the grantor's assets and liabilities at the time of the liquidation.*

COMPUTATION OF TAX BASE

1. Fair market value of real property or economic interest therein at the time of liquidation.....1.	$	
2. Amount of mortgages or other liens or encumbrances on real property or economic interest therein.....2.	$	
3. Tax base: Compare line 1 and line 2, enter the greater of the two here and on line 11, Schedule 1 .....3.	$	

IF, PURSUANT TO THE INSTRUCTIONS, YOU ARE FILING MORE THAN ONE SCHEDULE D, IDENTIFY THE PROPERTY THAT THIS SCHEDULE D REFERS TO.

BOROUGH	BLOCK	LOT	ADDRESS	FAIR MARKET VALUE

SCHEDULE E - TRANSFER BY OR TO AN AGENT, DUMMY, STRAWMAN OR CONDUIT

NOTE A transfer from an agent, dummy, strawman or conduit to a principal or from a principal to an agent, dummy, strawman or conduit is exempt from the Real Property Transfer Tax. Complete questions 1 through 8 below to establish the claim of exemption.

1. Name and address of party from whom the property or economic interest was acquired by grantor.

   Name: _____

   Address: _____
   NUMBER AND STREET CITY STATE ZIP CODE

2. Date of acquisition: ☐☐ ☐☐ ☐☐☐☐

3. Is this conveyance either a transfer from an agent to a principal or from a principal to an agent? (✓) ..... ☐ YES ☐ NO
   If "YES," attach a copy of agency agreement or affidavit of explanation.

4. Amount of Real Property Transfer Tax paid upon acquisition by grantor..... .00

5. Is this transfer part of a transfer to and from a corporation for the sole purpose of acquiring mortgage financing? (✓). ☐ YES ☐ NO

6. Is this transfer to a dummy, strawman, or conduit from a principal or vice versa? (✓) ..... ☐ YES ☐ NO

7. If this is a transfer to an agent, dummy, strawman, or conduit, is the grantee actively engaged in a business? (✓)..... ☐ YES ☐ NO

8. If the answers to questions 3, 5, 6 and 7 above are all "NO," describe the relationship of the grantor and the grantee and the purpose of the transfer:

   _____

   _____

   _____

   _____

SCHEDULE F - TRANSFER TO BUSINESS ENTITY IN RETURN FOR AN INTEREST IN THE BUSINESS ENTITY

SEE SCHEDULE M AND INSTRUCTIONS.

NOTE A transfer of property or an economic interest therein to a corporation in exchange for shares of its capital stock may be taxable, even where there is no simultaneous exchange of shares of stock for the real property or economic interest therein, if the transfer is part of a plan to form a corporation for the purpose of holding the property or economic interest therein. A transfer to a partnership as a contribution of partnership assets may be similarly taxable.

1. Relationship of grantee to grantor(s) immediately after the transfer: (✓)

   ☐ Corporation wholly owned by grantor(s)
   ☐ Partnership consisting wholly of grantor(s)
   ☐ Corporation owned by grantor(s) and other(s)
   ☐ Partnership consisting of grantor(s) and other(s)
   ☐ Other (describe):_____

2. If this transfer has more than one grantor, state the percentage of interest transferred by each grantor. (If the grantor is a partnership or limited partnership, state the percentage of interest transferred by each individual partner or limited partner.)

Name of Grantor/Partnership	Percentage of interest
	%
	%
	%

3. Date of formation of grantee business	3.	☐☐ ☐☐ ☐☐☐☐
4. Fair market value of the real property or economic interest therein at time of transfer	4.	$ .00
5. Basis used for depreciation of the real property on federal tax return by the grantor before this transfer	5.	.00
6. Basis to be used for depreciation of the real property on federal tax return by the grantee after this transfer	6.	.00
7. Amount of mortgages, liens or encumbrances on the real property transferred	7.	$ .00
8. Other consideration received from the business entity (attach schedule)	8.	$ .00
9. Value of shares of stock or partnership interest received in exchange for the real property or interest therein (line 4 less the sum of lines 7 and 8) (enter here and on line 7, Schedule 1)	9.	$ .00

SCHEDULE G - TRANSFER BY OR TO A TAX EXEMPT ORGANIZATION

NONPROFIT ORGANIZATIONS PLEASE REFER TO THE INSTRUCTIONS "EXEMPTIONS FROM THE TRANSFER TAX"

NOTE A transfer by or to an eligible tax exempt organization is exempt from the Real Property Transfer Tax. To be eligible, an organization must be operated exclusively for religious, charitable or educational purposes and must provide proof of the organization's tax exempt status. If claiming tax exempt status, please answer questions 1 and 2. Additionally, the organization must provide copies of any letters granting an IRS or New York State sales tax exemption or New York City exemption and ATTACH AN AFFIDAVIT stating whether such an exemption remains in effect.

1. Is the grantor or grantee an organization exempt from taxation pursuant to IRS Code Section 501(c)(3)? (✓)..... ☐ YES ☐ NO
   If "YES", attach a copy of of the letter from the U. S. Treasury Department granting the exemption.
2. Has the grantor or grantee received an exemption from sales tax from the NYS Department of Taxation and Finance? (✓) .. ☐ YES ☐ NO
   If "YES", attach a copy of the letter from the NYS Department of Taxation and Finance granting the exemption.

SCHEDULE H - TRANSFER OF CONTROLLING ECONOMIC INTEREST

A. Indicate name, address and Employer Identification Number (EIN) of entity with respect to which a controlling economic interest has been transferred:

Name : _____

Address: _____
NUMBER AND STREET CITY STATE ZIP CODE

Employer Identification Number: ☐☐ - ☐☐☐☐☐☐☐

NOTE If the real property that is the subject of this transfer is owned by an entity other than the entity listed above, check (✓) the box and attach a schedule listing the name, address and Employer Identification Number of the entity. ..... ☐

B. Total percentage of economic interest transferred in this transaction	B.	%
C. Total percentage of economic interest transferred by this grantor(s) or others in related transfers or pursuant to plan (including this transaction)	C.	%
D. Total percentage of economic interest transferred by this grantor(s) or others within the preceding three years (including this transaction)	D.	%
E. Total percentage of economic interest acquired by this grantee(s) or others in related transfers or pursuant to plan (including this transaction)	E.	%
F. Total percentage of economic interest acquired by this grantee(s) or others within the preceding three years (including this transaction)	F.	%

NOTE If any of the above percentages is 50% or more, complete lines 1 and 2 below and Schedules 1 and 2. Attach a rider explaining apportionment of consideration.

COMPUTATION OF CONSIDERATION

1. Total consideration for this transfer	1.	$	
2. Amount apportioned to item of NYC real property or interest therein (see instructions)	2.	$	

SCHEDULE I - TRANSFERS PURSUANT TO A SEPARATION AGREEMENT, MARITAL SETTLEMENT AGREEMENT OR DIVORCE DECREE

NOTE The consideration for a transfer pursuant to a separation agreement, marital settlement agreement or divorce decree includes the value of any marital rights exchanged for the property or economic interest as well as any other types of consideration paid by the grantee for the transfer. The consideration **will be presumed to be equal to the fair market value of the portion of the property or interest transferred,** unless you establish the consideration to be a different amount.

1. What was the fair market value of property at the time of transfer? ..... $ _____

2. Is the property a 1, 2 or 3 family house, residential condominium or residential cooperative apartment? .. ☐ YES ☐ NO

   If yes, was there a mortgage on the property at the time of transfer? ..... ☐ YES ☐ NO

   If yes, what was the balance due? (Enter also on Schedule 2, line 2) ..... $ _____

3. What was the Grantor's percentage of ownership at the time of the transfer? ..... _____%
   If the transfer was between husband and wife jointly as Grantor and either husband or wife individually as Grantee it is presumed that the percentage of ownership transferred will be 50% unless the deed specifies another percentage.

4. ***Rebuttable Presumption of Fair Market Value:*** if the marital settlement agreement, separation agreement or divorce decree specifies a value for the portion of the property or interest transferred that is different from fair market value, enter that value here. You may choose to submit relevant portions of your separation agreement, marital settlement agreement or divorce decree, or any other information in support of the value attributed to the transferred property if you have evidence that the consideration was other than fair market value ..... $ _____

PLEASE LIST AND ATTACH ANY ADDITIONAL INFORMATION SUBMITTED

SCHEDULE M - MERE CHANGE OF FORM TRANSFERS

For transfers occurring on or after June 9, 1994, a transfer that represents a mere change in identity or form of ownership or organization is not taxable to the extent the beneficial ownership of the real property or economic interest therein remains the same. *(See instructions)* ATTACH COPIES OF ALL RELEVANT DOCUMENTS.

- For each person or entity who, prior to the transaction being reported on this Schedule M, owned a beneficial interest in the property or economic interest therein transferred, report above the percentage of beneficial interest in that real property or economic interest therein owned by that owner before and after the transfer, and describe the relationship of each beneficial owner to the grantor and grantee. Attach additional pages, if necessary.
- If, for any owner, the amount reported in column D is less than the amount reported in column E, enter zero in column F.

A 1. NAME OF BENEFICIAL OWNER	B (attach rider if necessary) RELATIONSHIP TO GRANTOR	C RELATIONSHIP TO GRANTEE	D PERCENTAGE INTEREST BEFORE	E PERCENTAGE INTEREST AFTER	F CHANGE *D minus E*
			%	%	
2. TOTAL CHANGE *(total of column F) Enter here and on Schedule 2, line 5.*					

SCHEDULE R - REAL ESTATE INVESTMENT TRUST TRANSFERS

Real Estate Investment Trust Transfers ("REIT Transfers") are taxed at one-half of the otherwise applicable rate. (NYC Administrative Code Section 11-2102(e)) **Attach a copy of the prospectus to Form NYC-RPT and write "REIT Transfer" on the top of the first page of Form NYC-RPT.** If you are filing Form NYC-RPT reporting a REIT Transfer that qualifies as a mere change in identity or form of ownership or organization, you must also complete Schedule M.

General Information

REIT TRANSFER

A REIT Transfer is any deed or other instrument or transaction conveying or transferring real property or an economic interest in real property to a Real Estate Investment Trust as defined in Section 856 of the Internal Revenue Code (a 'REIT"), or to a partnership or corporation in which a REIT owns a controlling interest immediately following the transaction and any issuance or transfer of an interest in a REIT or in such a partnership or corporation in connection with such a transaction, provided either:

1. the transaction occurs on or after June 9, 1994 in connection with the initial formation of the REIT and conditions 1(a), 2 and 3 below are met, or

2. the transaction occurs on or after July 13, 1996 and before September 1, 2002 (or after August 30, 2002 if the transfer is made pursuant to a binding written contract entered into before September 1, 2002, with a REIT or a partnership or corporation in which the REIT owns a controlling interest, and the date of execution of that contract is confirmed by independent evidence satisfactory to the Department), and conditions 1 (b) and 2 below are met.

For a definition of "controlling interest", see General Information for Form NYC-RPT, "Imposition of Tax."

CONDITIONS

1a. The value of the ownership interests in the REIT or in the partnership or corporation controlled by the REIT received by the grantor as consideration for the transaction must be equal to 40 percent or more of the excess of the value of the total consideration received over the amount of mortgages and other liens and encumbrances on the property or on the grantor's economic interest in the property, other than mortgages and other liens and encumbrances created in contemplation of the formation of the REIT.

b. This condition is the same as Condition 1(a), except that the value of the ownership interests received as consideration must be equal to at least 50 percent rather than 40 percent of the excess of the total consideration received over mortgages and other liens and encumbrances on the property or economic interest transferred excluding mortgages and other liens or encumbrances created in contemplation of the transaction reported on this Schedule R.

Use the worksheet on the following page of this Schedule to make this determination.

2. The interests in the REIT or in the partnership or corporation controlled by the REIT may not be transferred by the grantor or owners of the grantor within two years following the date of the transaction other than transfers within the two-year period resulting from the death of an individual grantor or owner of a grantor.

3. At least 75 percent of the cash proceeds of the initial public offering of REIT shares must be used for the following:

   a. payments on loans secured by an interest in the real property or an economic interest therein owned directly or indirectly by the REIT, or payments into reserves therefor;

   b. capital improvements to real property owned directly or indirectly by the REIT, or payments into reserves therefor;

   c. brokerage fees and commissions, professional fees and payments to or on behalf of a tenant as an inducement to enter into a lease or sublease of real property owned directly or indirectly by the REIT, or payments into reserves therefor; or

   d. payments to acquire real property or an economic interest therein other than an acquisition that would qualify as a REIT Transfer without regard to this condition 3.

If condition 2 or 3, where applicable, ceases to be met after this Schedule R is filed, an amended Form NYC-RPT must be filed and any additional tax due must be paid.

WORKSHEET FOR CONDITIONS 1(a) and 1(b)

1. Add lines 1, 2, 7, 8, 9 and 10 from Form NYC-RPT, Schedule 1 and enter total here ..... **1.** $ _____

2 a. Enter total number of REIT shares received ..... **a.** _____

b. Enter maximum number of REIT shares into which ownership interests may be converted ..... **b.** _____

c. Add lines a and b ..... **c.** _____

d. Enter offering price per share of REIT shares on the date of the transaction reported ..... **d.** _____

e. Multiply line 2c by line 2d ..... **e.** _____

f. Enter value of ownership interests received not convertible into REIT shares ..... **f.** _____

g. Add lines e and f ..... **2g.** _____

3. Multiply line 1 by .40 for condition 1(a) or .50 for condition 1(b) ..... **3.** _____

- If line 3 is greater than line 2g, the transaction does not qualify as a REIT transfer. DO NOT FILE THIS SCHEDULE. You must file Form NYC-RPT and compute your tax due on Schedule 2.
- If line 3 is less than or equal to line 2g, the transaction will qualify as a REIT Transfer, provided the other conditions are met. You should complete Form NYC-RPT substituting on line 4 of Schedule 2:
  - **.5%** instead of 1%;
  - **.7125%** instead of 1.425%;
  - **1.3125%** instead of 2.625%

SEE INSTRUCTIONS TO DETERMINE WHICH TAX RATE APPLIES

Instructions for Completing Worksheet

LINE 1

Where the value of the underlying property transferred or interest therein is used in determining the consideration for a REIT Transfer, you may, but are not required to, report as the value of the real property or interest therein (Form NYC-RPT, Schedule 1, line 7), the estimated market value as determined by the Department of Finance as reflected on the most recent Notice of Assessment issued by the Department. *(See Statements of Audit Procedure 93-2-GCT/RPTT, 3/1/93 and 95-1-GCT/RPTT, 7/28/95)* Add to the amount reported on line 1 the amount of any mortgages and other liens and encumbrances created in contemplation of the formation of the REIT in the case of condition 1(a) or in contemplation of the transaction reported on this Schedule R in the case of condition 1(b).

LINE 2

If the grantor received REIT shares as consideration for the transfer, enter on line 2a the number of REIT shares received. If the grantor received interests in a partnership or corporation controlled by the REIT that may be converted into REIT shares, enter on line 2b the maximum number of REIT shares into which such interests may be converted and attach an explanation of the terms of the conversion. If the grantor received interests that may be converted into REIT shares but you believe that the offering price for the REIT shares into which such interests may be converted is not a proper measurement of the value of the interests received, do not complete line 2b. Instead, attach an explanation of the terms of the conversion and enter on line 2f the fair market value of the interests received. If the grantor received interests in a partnership or corporation controlled by the REIT that cannot be converted into REIT shares at any time, enter on line 2f the fair market value of the interests received. If you enter an amount on line 2f, attach an explanation of the method used for determining the value of the interests received.

Certification

I swear or affirm under penalties of perjury that the grantor has no present intention to transfer or convey the REIT shares or interests in a partnership or corporation controlled by the REIT received by the grantor as consideration in the transaction reported on this Schedule R within two years of the date of the transfer, other than a distribution of such shares or interests to the partners or shareholders of the grantor, and that, to the best of my knowledge, condition 3 above regarding the use of the cash proceeds of the REIT offering will be satisfied, if applicable. I further swear or affirm that I will file an amended Form NYC-RPT and pay any additional tax due if any such transfer or conveyance occurs within such two-year period or if condition 3 above, if applicable, ceases to be met.

GRANTOR

Sworn to and subscribed to before me on this _____ day of _____, _____

_____
Signature of Notary

Notary's stamp or seal

_____
Name of Grantor

_____
Signature of Grantor

GRANTEE

Sworn to and subscribed to before me on this _____ day of _____, _____

_____
Signature of Notary

Notary's stamp or seal

_____
Name of Grantee

_____
Signature of Grantee

AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York
County of } **SS.:**

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

_____ , _____ ,
Street Address **Unit/Apt.**

_____ New York, _____ _____ (the "Premises");
Borough **Block** **Lot**

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

_____ **Name of Grantor** (Type or Print)	_____ **Name of Grantee** (Type or Print)
_____ **Signature of Grantor**	_____ **Signature of Grantee**
Sworn to before me **this** _____ **date of** _____ **20** _____	**Sworn to before me** **this** _____ **date of** _____ **20** _____

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

TP-584 (9/19)

Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A – Information relating to conveyance

Grantor/Transferor	Name *(if individual, last, first, middle initial)* (☐ *mark an* ***X*** *if more than one grantor)*	Social Security number (SSN)
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Multi-member LLC ☐ Other	Mailing address	SSN
	City State ZIP code	Employer Identification Number (EIN)
	Single member's name if grantor is a single member LLC *(see instructions)*	Single member EIN or SSN
Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☐ *mark an* ***X*** *if more than one grantee)*	SSN
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Multi-member LLC ☐ Other	Mailing address	SSN
	City State ZIP code	EIN
	Single member's name if grantee is a single member LLC *(see instructions)*	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County

Type of property conveyed *(mark an* ***X*** *in applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance
month / day / year

Percentage of real property conveyed which is residential real property _____%
(see instructions)

Condition of conveyance
(mark an ***X*** *in all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☐ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other *(describe)* _____

For recording officer's use	Amount received Schedule B, Part 1 $ Schedule B, Part 2 $	Date received	Transaction number

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an **X** in the* Exemption claimed *box, enter consideration and proceed to Part 3)* ☐ **Exemption claimed**	**1.**	
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	**2.**	
3	Taxable consideration *(subtract line 2 from line 1)*	**3.**	
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	**4.**	
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	**5.**	
6	Total tax due* *(subtract line 5 from line 4)*	**6.**	

Part 2 – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from Part 1, line 1)*	**1.**	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	**2.**	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	**3.**	

Part 3 – Explanation of exemption claimed on Part 1, line 1 *(mark an **X** in all boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *(attach documents supporting such claim)* ..... k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an **X** in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title

Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an *X* in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an ***X*** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax,* on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

DOCUMENT NUMBER 4

UNIT OWNER'S POWER OF ATTORNEY

JEFFREY ZWICK & ASSOCIATES, PC
266 Broadway, Suite 403
Brooklyn, New York 11211

UNIT OWNER'S POWER OF ATTORNEY

The 10 Quincy Street Condominium

Any terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of the premises known as The 10 Quincy Street Condominium and by the street number 10 Quincy Street, Brooklyn, NY 11238, under Article 9-B of the Real Property Law of the State of New York, dated _____,and recorded in the Kings County office of the Register in The City of New York (hereinafter referred to as "Declaration"), or (b) in the By-Laws of The 10 Quincy Street Condominium (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned, , the owner of the Condominium Unit (hereinafter referred to as the "Undersigned's Unit") known as Unit No._____ in The 10 Quincy Street Condominium, said Unit being designated as Tax Lot _____ in Block 1972 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with any interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owner's respective Common Interests, subject to the provisions of the By-Laws then in effect, (1)(a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects surrender the same pursuant to the terms of paragraph (C) of Section 6.2 of the By-Laws, (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning, resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Condominium Board deems necessary or appropriate.

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

IN WITNESS WHEREOF, the undersigned have executed this Unit Owner's Power of Attorney as of the day of , 20

_____

STATE OF NEW YORK)
COUNTY OF) ss.:

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

_____
Notary Public

POWER OF ATTORNEY

to

CONDOMINIUM BOARD OF
THE 10 QUINCY STREET CONDOMINIUM

Premises:
Unit No. ____
10 Quincy Street
Brooklyn, New York 11238

County: Kings

Block: 1972

Lot:

Record and return to:

JEFFREY ZWICK & ASSOCIATES, P.C.
266 Broadway, Suite 403
Brooklyn, NY 11211
718-513-2050

DOCUMENT NUMBER 5

CONDOMINIUM UNIT DEED

JEFFREY ZWICK & ASSOCIATES, PC
266 Broadway, Suite 403
Brooklyn, New York 11211

CONDOMINIUM UNIT DEED

THIS INDENTURE, made the day of , 20 by and between Dari Development LLC, 855 East 14th Street, Brooklyn, NY 11230 (hereinafter referred to as the "Grantor"); and _____ with an address at _____(hereinafter referred to as the "Grantee").

W I T N E S S E T H:

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

ALL OF THE PROPERTY DESCRIBED IN "SCHEDULE A"
ANNEXED HERETO, KNOWN AS CONDOMINIUM UNIT NO._____ IN
THE 10 QUINCY STREET CONDOMINIUM,
10 QUINCY STREET, BROOKLYN, NEW YORK 11238

TAX BLOCK 1972, F/K/A LOT 1, N/K/A LOT _____

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

Together with, and subject to, the rights, obligations, easements, restrictions, agreements and other provisions set forth in the Declaration and the By-Laws of The 10 Quincy Street Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute the covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Together with an easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements now existing as a result of construction of the Building, of which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit, after damage or destruction by fire or other casualty, or any taking in condemnation or eminent domain proceeds, or by alteration or repair to the Common Elements made by or with the consent of the board of Managers, so that any such encroachment may remain as long as the units stand.

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property").

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

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

the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

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

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

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

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

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

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

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

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

GRANTOR: GRANTEE:

_____ _____

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

_____
Notary Public

SCHEDULE A

DESCRIPTION OF THE UNIT

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit No. __ in the building (hereinafter referred to as the "Building") known as The 10 Quincy Street Condominium and by the street number 10 Quincy Street, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit No. _____ in a certain declaration dated _____ made pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Property") upon which the Building is situate (which Land is more particularly described in Description of the Land, below, and by this reference made a part hereof), which declaration was recorded in the Kings County office of the Register of The City of New York as Condominium Plan No. _____ on _____ as Document ID No._____, City Register File No. _____, together with Map No._____. This Unit is also designated as Tax Lot _____ in Block 1972 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by _____, P.E., and filed with the Real Property Assessment Department of The City of New York as Condominium No. _____.

Together with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration) and situated on the land described as follows:

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

See attached.

SAID premises being known as and by the street address 10 Quincy Street, Brooklyn, New York 11238.

Exhibit A

Legal Description

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 the corner formed by the intersection of the southerly side of Quincy Street with the easterly side of Downing Street;

RUNNING THENCE easterly along the southerly side of Quincy Street, 287 feet;

THENCE southerly at a right angle with the southerly side of Quincy Street 112 feet 6 inches to the southerly line of Hay Scale Farm;

THENCE westerly along said line 207 feet 4-3/8th inches (deed) 207 feet 4-1/4 inches (survey);

THENCE southerly at an angle of 86 degrees, 39 minutes 37 seconds with the last mentioned course, 15 feet 7 inches;

THENCE westerly at a right angle from the last mentioned course, 80 feet to the easterly side of Downing Street;

THENCE northerly along the easterly side of Downing Street, 115 feet 11 inches (deed) 116 feet (survey and tax map) to the corner, the point or place of BEGINNING.

☐ THIS SECURITY INSTRUMENT COVERS REAL PROPERTY IMPROVED OR TO BE IMPROVED BY A ONE OR TWO FAMILY DWELLING ONLY.

☐ THIS SECURITY INSTRUMENT COVERS REAL PROPERTY PRINCIPALLY IMPROVED, OR TO BE IMPROVED, BY A ONE OR MORE STRUCTURES CONTAINING, IN THE AGGREGATE, NOT MORE THAN SIX RESIDENTIAL DWELLING UNITS WITH EACH HAVING ITS OWN SEPARATE COOKING FACILITIES.

☑ THIS SECURITY INSTRUMENT DOES NOT COVER REAL PROPERTY IMPROVED AS DESCRIBED ABOVE.

https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc_id=2020011000570006

CONDOMINIUM UNIT DEED

GRANTOR:

Dari Development LLC
855 East 14th Street
Brooklyn, New York 11230

GRANTEE:

to

Premises:
Unit No. ____
10 Quincy Street
Brooklyn, New York 11238

County: Kings

Block: 1972

Lot:

Record and return to:

JEFFREY ZWICK & ASSOCIATES, P.C.
266 Broadway, Suite 403
Brooklyn, NY 11211
718-513-2050

DOCUMENT NUMBER 6

DECLARATION OF CONDOMINIUM

JEFFREY ZWICK & ASSOCIATES, PC
266 Broadway, Suite 403
Brooklyn, New York 11211

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as

10 Quincy Street
Brooklyn, New York 11238

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

Name:

The 10 Quincy Street Condominium

Declarant:
DARI DEVELOPMENT LLC
855 EAST 14TH STREET
BROOKLYN, NY 11230

Date of Declaration:

Record & return to:
Jeffrey Zwick & Associates, P.C.
266 Broadway, Suite 403
Brooklyn, New York 11211

The land affected by the within instrument lies in Block 1972
formerly known as Lot 1 and now known as
Lots through inclusive on the
Tax Map of the Borough of Brooklyn,
City and State of New York

TABLE OF CONTENTS

Article 1, Definitions 2
Article 2, Submission of the Property.....2
Article 3, Description of the Land 2
Article 4, Description of the Building.....2
Article 5, Name of the Condominium.....2
Article 6, The Units.....3
Article 7, The Common Elements 3
Article 8, Determination of Common Interests.....4
Article 9, Use of Units 4
Article 10, Easements for the Enjoyment of Common Elements 5
Article 11, Other Easements 5
Article 12, Alterations, Addition, Improvements and Changes to Units 6
Article 13, Acquisition of Units by the Condominium Board 7
Article 14, Power of Attorney to the Condominium Board.....7
Article 15, Termination of Condominium 8
Article 16, Covenant of Further Assurances.....8
Article 17, Covenants to Run with the Land.....9
Article 18, Amendments to this Declaration.....10
Article 19, Consents of Sponsor 10
Article 20, Person to Receive Service.....10
Article 21, Incorporation by Reference 10
Article 22, Waiver.....11
Article 23, Severability 11
Article 25, Captions 11
EXHIBIT A, DESCRIPTION OF THE LAND.....12
EXHIBIT B [intentionally deleted] 13
EXHIBIT C, DEFINITIONS 14

EXHIBIT D
BY-LAWS *

---

* Reproduced in full in as Document Number 7

DECLARATION OF THE 10 QUINCY STREET CONDOMINIUM
Pursuant to Article 9-B of the Real Property Law of the State of New York

Dari Development LLC, with an address at 855 East 14th Street, Brooklyn, NY 11230 (the "Declarant"), hereby declares as follows:

Article 1 – Definitions

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

Article 2 - Submission of the Property

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

Article 3 - Description of the Land

Included in the Property described in Article 2 is all that certain plot, piece, and parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land"). The land is located in the Borough of Brooklyn, County of Kings, in the City and State of New York, and designated on the Tax Map of Kings County as Block 1972 formerly known as Lot 1 and being designated herein as Lots through , inclusive.

Article 4 - Description of the Building

Included in the Property described in Article 2 is the Building, which is new construction and will consist of 4 stories and a cellar and will contain forty six (46) residential units as well as hallways, vestibules, corridors and other service, utility and mechanical areas. The principal materials of which it is constructed are block, brick, wood and steel.

Article 5 - Name of the Condominium

The Property shall be designated and known as "The 10 Quincy Street Condominium."

Article 6 - The Units

A. Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) designation number; (ii) tax lot number; (iii) its approximate location in the Building; (iv) its approximate area; (v) the number of rooms contained therein; (vi) the portions of the Common Elements to which such Unit has immediate access; and

(vii) the Common Interest appurtenant to such Unit. The precise location and areas of each Unit within the Building and all of the areas and installations which are included as part of the Units are shown on the Floor Plans of the Building, certified by _____, intended to be filed in the Office of the City Register simultaneously with the recording of this Declaration and are made a part of this Declaration. The Floor Plans shall govern in the event of any inconsistency between the written part of the Declaration and the Floor Plans.

B. Statement of Dimensions. Dimensions of the Units shown on the Floor Plans reflect the approximate gross dimensions of each unit. Accordingly, they measure to the outside face of the glass at the exterior walls of the building and approximately to the non-unit side of the walls and partitions (dividing the units from corridors, stairs and mechanical spaces). Dimensions shall be to the centerline when a partition divides two units.

No Unit Owner shall be deemed to own the structural walls, supporting columns, pipes, wires, conduits or other public lines running through the Unit which are utilized for or serve more than one (1) Unit. Any area and/or installation which is designated on the Floor Plans as part of a Unit shall be considered as part of said Unit. Vertically, each unit consists of the space between the upper face of the subfloor and the upper face of the dry wall ceiling.

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

Article 7 - The Common Elements

The Common Elements are made up of the general common elements and the limited common elements.

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

(i) The Land not specifically designated to any of the Units on the Floor Plans.

(ii) foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, floors, and ceilings in, on or under the Building, to the extent that same are not expressly included as a part of a Unit;

(iii) all vestibules, stairs, elevators, mechanical and electrical equipment spaces, to the extent that the same are not expressly included as a part of a Unit;

(iv) All central and appurtenant installations and facilities for services such as power, light, telephone, gas, sewer, plumbing, drainage, hot and cold water distribution, ventilation, garbage disposal, and other mechanical and electrical systems, if any, to the extent that the same are not expressly included as a part of a Unit.

(v) All sewer and drainage pipes.

(vi) All other parts of the Property and all apparatus and installations existing in the Buildings or Premises for common use of the Unit Owners or which are, or may be necessary or convenient for the existence, maintenance or safety of the Buildings.

B. Limited Common Elements.

(i) Limited Common Elements are those Common Elements which service a specific Unit or to which a specific Unit or Unit Owner has exclusive right to use. Limited Common Elements may be allocated to one or more, but not all, Units. In this Condominium, the Limited Common Element areas are the terraces, parking spaces and storage spaces allocated to the units as shown on the floor plans.

(ii) Unit Owners' right to make alterations, additions or improvements to the Limited Common Elements shall be subject to the provisions of Article 9 and 12 which shall also govern alterations, additions, or improvements allocated to the Units.

(iii) Unit Owners shall be responsible for the maintenance and repair of Limited Common Elements allocated to their Unit.

C. The Common Elements shall remain undivided and are not subject to partition nor are they severable from the Units except in accordance with The Condominium Act (Article 9-B of the Real Property Law), or as expressly permitted pursuant to Section 5.5 of the By-Laws.

Article 8 - Determination of Common Interests

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

Article 9 - Use of Units

As more particularly set forth in the By-Laws, each Unit may be used in accordance with the use permitted by local law and zoning regulations and the Certificate of Occupancy, and not more than one family may occupy a Unit at once. A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such Family Members or guests). Notwithstanding the foregoing, Sponsor may, without obtaining the consent of the Board or other Unit Owners, use any one or more of such Units as model units and sales and/or promotion offices in connection with the sale of the Unsold Units or for any other purpose, subject only to compliance with current laws, statutes or regulations.

Article 10 - Easements for the Enjoyment of Common Elements

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

Article 11 - Other Easements

A. Subject to the terms of the By-Laws and Rules and Regulations, each Unit Owner shall have, in common with all other Unit Owners, an easement to use any of the Common Elements, and all pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Unit or the Common Elements to the extent that such Common Element and utility distribution system serves, or is necessary to the service of, his or her Unit, and each Unit and all of the Common Elements shall be subject to such easement. In addition, each Unit Owner shall have a reasonable right of access through any other Unit for the purpose of entry to any part of his Unit where there is no other means of access to such part of his Unit or Limited Common Elements allocated to his Unit. In addition, the Board shall have an easement and a right of access to each Unit and to Common Elements to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and the rights of access granted

in this paragraph shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted only upon reasonable notice, except that no such notice shall be necessary in the event of repairs or replacements immediately necessary or required for the preservation or safety of the Building, for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building. Each unit may maintain or replace its porches or balconies.

B. The Board shall have, on behalf of all Unit Owners, the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as the Board shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof or for the general health or welfare of the owners, tenants and occupants of the appropriate Units; provided, however, that the grant of such additional utility easements, or the relocation of existing utility easements, shall not unreasonably interfere with the use of the Units for their permitted purposes. Any utility company, as well as its officers, employees and agent, shall have the right of access to each Unit and to the Common Elements in furtherance of such easement. However, such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

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

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

E. In addition, a right of access is hereby granted to the unit owners, their successors, heirs and assigns, for the purpose of gaining access to the following areas: common areas; mechanical areas of the building, including but not limited to the boiler room, storage room, meter room or any other facility to which each such unit owner has a right of use; or to any area of the property that such Unit Owner has a right to use as part of his Unit or as a Common Element. However, the right shall only be exercised in a reasonable manner.

F. In addition to the specific easements set forth in this Declaration, the Property and shall be subject to all easements and rights of access prescribed in the Condominium Act.

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

Subject to Article 9, each Unit Owner shall have the right to (i) make alterations, additions, or improvements inside his unit, including subdivision thereof or combination of two adjacent units; (ii) make alterations, additions, or improvements to any part of the property allocated to his unit; and (iii) change the layout of his unit; provided, however, that, with respect to any such alteration, addition, improvement or change in, to, of or upon a Unit: (1) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto; (2) the Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; and (3) such alteration, addition, improvement or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property, and (4) such alteration, addition, improvement or change shall not commence until the final certificate of occupancy for the building is procured. Any unit owner wo wishes to undertake such addition, alteration or improvement must follow the procedures set forth in the Bylaws. Notwithstanding the foregoing, Sponsor or its designee or respective unit owners shall have the right, without the approval of the Board, the Selling Agent, the Managing Agent, other Unit Owners, or representatives of holders of mortgages on Units to (a) make alterations, additions, improvements, or repairs in or to any Unsold Unit or Units, or limited common elements allocated thereto, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (b) to subdivide, combine and change the boundary walls of Unsold Units or Units subject only to the limitations set forth in the Bylaws and in the offering plan.

In the event that any unit is subdivided, the subdivided units shall jointly exercise and share the vote and the percentage of common interest allocated to the original unit.

Article 13 - Acquisition of Units by the Condominium Board

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

Article 14 - Power of Attorney to the Condominium Board

A. Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's

attorney-in-fact, coupled with an interest and with power of substitution, the Persons who shall from time to time constitute the Board, jointly, to (1) acquire or lease any unit, together with its Appurtenant Interests, any unit whose owner desires to sell, convey, transfer, assign, lease or surrender the same or that becomes subject to a foreclosure or other similar sale, in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners; (2) convey, sell, lease, mortgage, or otherwise deal with (but not to exercise the vote appurtenant to) any Unit so acquired or to sublease any Unit so leased; and (3) execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium that the Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (ii) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Board deems necessary or appropriate.

B. In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of the Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Owner's Power of Attorney in the form provided.

Article 15 - Termination of Condominium

The Condominium shall continue until terminated by (i) casualty loss, condemnation, or eminent domain, as more particularly provided in the By-Laws or (ii) withdrawal of the Property from the provisions of the Condominium Act by at least eighty percent (80%) of the vote. In the event that said withdrawal is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in accordance with the factors set out in The New York State Condominium Act Section 339-i(1)(iv), which is based on floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, the overall dimensions of the particular unit and the fair market value of such unit. In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. No payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens.

Article 16 - Covenant of Further Assurances

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

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

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

Article 17 - Covenants to Run with the Land

A. All provisions of this Declaration, the By-Laws and the Rules and Regulations, including, without limitation, the provisions of this Article 17, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon, and shall inure to the benefit of, the owner of all or any part thereof, or interest therein, and his or her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights, in, or for the benefit of, the general public. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as may be amended from time to time. The acceptance of a deed or conveyance, the entering into a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease.

This Declaration of Condominium is subject also to such other liens, covenants, easements, restrictions, consents, agreements, and other matters of record and any agreements as pertain to the Units, the Land and/or the Building.

B. If any provision of this Declaration or of the By-Laws is invalid under, or would cause

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

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

Article 18 - Amendments to this Declaration

A. Unless otherwise stated, any provision of this Declaration, including the Bylaws, may be amended, modified, added to, or deleted by a 66 2/3 vote of the Units in Common Interest, taken in accordance with the provisions of the By-Laws, provided, however, that no amendment shall be made which limits or affects the rights of the mortgagee against the mortgagor. No such amendment, modification, addition, or deletion shall be effective until recorded in the Kings County Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions, or deletions affecting Sponsor or its designee or any Unsold Units, any such amendment, modification, addition, or deletion may be executed either (i) by the Condominium Board as attorney-in-fact for the Unit Owners, which power shall be deemed to be coupled with an interest as provided for in Article 14 hereof; or (ii) by the Unit Owner or Unit Owners whose Unit or Units are affected by such amendment, modification, addition or deletion.

B. If the amendment requires the approval of a specified percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this

Declaration or the By-Laws) in writing without a meeting, in which Certification shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

C. For five (5) years after the First Closing, or until unsold units constitute less than 25%, whichever is sooner, the Declaration may not be amended or modified so as to adversely affect Sponsor or its designee without the prior written consent of every Unit Owner affected by such amendment, including Sponsor or its designee

D. Notwithstanding the foregoing, any amendment which affects only unsold units may be made by Sponsor, without the consent or approval of the board or any other unit owner. In such event, Sponsor may sign any required document in connection therewith on behalf of the board.

Article 19 - Consents of Sponsor

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

Article 20 - Person to Receive Service

The Secretary of State is designated as agent of the Board upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the Board served upon him or her is: 10 Quincy Street, Brooklyn, NY.

Article 21 - Incorporation by Reference

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

Article 22 - Waiver

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

Article 23 - Severability

Subject to the provisions of paragraphs (b) and (c) of Article 17 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the

Condominium Documents shall, except as otherwise provided herein, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provision of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

Article 24 - Gender

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

Article 25 - Captions

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

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first written above.

Declarant:

By:_____

State of New York)
County of Kings) ss.:

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

_____
Notary Public

EXHIBIT A TO THE DECLARATION
OF THE 10 QUINCY STREET CONDOMINIUM

DESCRIPTION OF THE LAND

Exhibit A

Legal Description

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 the corner formed by the intersection of the southerly side of Quincy Street with the easterly side of Downing Street;

RUNNING THENCE easterly along the southerly side of Quincy Street, 287 feet;

THENCE southerly at a right angle with the southerly side of Quincy Street 112 feet 6 inches to the southerly line of Hay Scale Farm;

THENCE westerly along said line 207 feet 4-3/8th inches (deed) 207 feet 4-1/4 inches (survey);

THENCE southerly at an angle of 86 degrees, 39 minutes 37 seconds with the last mentioned course, 15 feet 7 inches;

THENCE westerly at a right angle from the last mentioned course, 80 feet to the easterly side of Downing Street;

THENCE northerly along the easterly side of Downing Street, 115 feet 11 inches (deed) 116 feet (survey and tax map) to the corner, the point or place of BEGINNING.

☐ THIS SECURITY INSTRUMENT COVERS REAL PROPERTY IMPROVED OR TO BE IMPROVED BY A ONE OR TWO FAMILY DWELLING ONLY.

☐ THIS SECURITY INSTRUMENT COVERS REAL PROPERTY PRINCIPALLY IMPROVED, OR TO BE IMPROVED, BY A ONE OR MORE STRUCTURES CONTAINING, IN THE AGGREGATE, NOT MORE THAN SIX RESIDENTIAL DWELLING UNITS WITH EACH HAVING ITS OWN SEPARATE COOKING FACILITIES.

☑ THIS SECURITY INSTRUMENT DOES NOT COVER REAL PROPERTY IMPROVED AS DESCRIBED ABOVE.

https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc_id=2020011000570006

EXHIBIT B TO THE DECLARATION
OF THE 10 QUINCY STREET CONDOMINIUM

[INTENTIONALLY OMITTED – TO BE PROVIDED WITH RECORDED DECLARATION]

EXHIBIT C TO THE DECLARATION
OF THE 10 QUINCY STREET CONDOMINIUM

DEFINITIONS

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

2. Architect's Report: The written description of the Property and the condominium floor plans as prepared by Sponsor's architect available in Part II of the Offering Plan, as the same may, from time to time have been amended or changed, or may, from time to time, hereafter be amended or changed in accordance with the Plan.

3. Balance: The purchase price less the Down Payment, which is due at the Closing.

4. Bank: The bank at which the Escrow Account is located, which is Signature Bank, 565 5th Avenue, New York, New York 10007.

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

6. Board of Managers: (the "Board") The governing body of the Condominium, selected, authorized and directed to manage and operate the Condominium individually as provided by the Condominium Act, the Declaration and the By-Laws. The Board will manage and operate the building as provided by the Condominium Act, Declaration and By-Laws.

7. Building: The structure to be erected on the Property.

8. By-Laws: By-laws of the Condominium, which are annexed as Exhibit D to the Declaration, as the same may be amended from time to time pursuant to the terms thereof. The bylaws outline the procedures and methods for the operation of the condominium.

9. Closing: The settlement of the mutual obligations of the Sponsor and Purchaser under a Purchase Agreement, or the date thereof as context requires, including the payment to Sponsor of the purchase price and the delivery to Purchaser of the deed transferring full ownership to the Unit on the terms set forth in the Purchase Agreement.

10. Common Charges: Assessments by the Board upon the Unit Owners in proportion to their respective interests in the Common Elements (unless otherwise indicated in the Condominium Documents) for the purpose of paying common Expenses. NOTE: These charges are payable by the Unit Owners of its building on a monthly basis.

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

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

13. Common Interest: The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration of Condominium.

14. Condominium: The 10 Quincy Street Condominium which was established pursuant to the Declaration and is to be governed pursuant to the terms of the By-Laws.

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

16. Condominium Association: The unincorporated association of Unit Owners in the Condominium.

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

18. Declaration: The instruments by which the Building is submitted to the provisions of the Condominium Act and that instrument as from time to time amended, consistent with the provisions of the Condominium Act and the By-Laws of the Condominium.

19. DOB: The New York City Department of Buildings.

20. Down Payment: A sum equal to 10% of the purchase price of a Unit, subject to negotiation, which shall be tendered along with a fully executed Purchase Agreement.

21. Emergency: A condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building.

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

23. Escrow Agent: Jeffrey Zwick & Associates, PC, 266 Broadway, Suite 403, Brooklyn, New York 11211.

24. Escrow Account: The account existing at Signature Bank entitled "Jeffrey Zwick & Associates, P.C. Attorney Escrow Disbursement Account" into which Down Payments will be placed.

25. Family Members: Spouse, children (natural and adopted), stepchildren, parents, grandchildren, grandparents, siblings, and parents-in-law of a Unit Owner who reside in such Unit Owner's Unit.

26. First Class Condition: Same as new, excepting normal wear and tear.

27. First Closing: Date on which title to the first Condominium Unit is transferred and operations, including the budget year, commences.

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

29. Initial Capital Payment: The amount of money collected at closing from each initial Purchaser equal to two (2) month's Common Charges for its Unit, to be used as working capital.

30. Initial Control Period: Period during which Sponsor exercises voting and veto control over the Board. In this plan, the period is for five (5) years after the First Closing or until Sponsor owns less than 25% of total Units, whichever is sooner.

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

32. Insurance Trustee: An individual who is a resident of the State of New York, or a bank or trust company having an office in The City of New York, from time to time appointed to serve as such by the Condominium Board.

33. Interim Lease: Lease entered into between Sponsor and a prospective purchaser to allow for occupancy of a Unit for which the purchaser has signed a Purchase Agreement, for the time between signing the Purchase Agreement and Title Closing.

34. Interim Lessee: Purchaser and other occupants who sign and Interim Lease and occupies a Unit prior to closing, pursuant to such Interim Lease.

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

36. Limited Common Elements: Limited Common Elements generally are those Common Elements which service or which are reserved for use and enjoyment by one or more (but not all) Units. Examples of a Limited Common Element can be a facility like a boiler located in the cellar which provides hot water to a specific Unit, or an area like a balcony connected to a dwelling Unit.

37. Limited Warranty: The Housing Merchant Implied Warranty, if applicable and as limited by Sponsor.

38. Lot Line: The boundaries of the tax lot as determined by the City of New York Department of Finance, Real Property Assessment Bureau. Lot line windows are windows located on such boundaries, in the event the building is constructed on the lot lines.

39. Managing Agent: A Person or company employed by the Condominium Board pursuant to pursuant to paragraph (C) of Section 2.5 of the By-Laws, who shall

undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium Board shall delegate, subject to the limitations contained in paragraph (D) of Section 2.6 of the By-Laws.

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

41. Mortgage Contingency Expiration Date: A date which is on or before forty-five (45) days from date the Purchaser receives an executed Purchase Agreement after which the mortgage contingency, if granted, will expire.

42. Notice of Closing: Letter sent to Purchasers setting a closing date for the respective Unit which will be at least thirty (30) days after the date of the notice.

43. Permitted Mortgage: Any mortgage covering one or more Units that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws.

44. Permitted Mortgagee: Any holder of a Permitted Mortgage at the time in question.

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

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

47. Plans and Specifications: The plans and specifications for the Building filed with the Department of Buildings and other appropriate governmental authorities, as the same may be amended or changed from time to time.

48. Preferred Lender: Sponsor's preferred lender is Victor Angel at Wells Fargo Bank, N.A. located at 150 East 42nd Street, 32nd Floor, New York, NY 10017, (917) 816-2804.

49. Property: All that certain tract, plot, piece, and parcel of land situate, lying and being in the County of Kings, City and State of New York, as more particularly described in Exhibit A to the Declaration, which is subject to the Condominium Act by the Declaration, together with all improvements thereon and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof as fully detailed in the Declaration.

50. Purchaser: A Person who tendered the appropriate Down Payment and who has received a fully executed Purchase Agreement for a Unit in the Condominium.

51. Purchase Agreement: The written agreement to purchase a Unit.

52. Register's Office: The Office of the Register of the City of New York, Kings County.

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

54. Selling Agent: The Corcoran Group or another NY licensed real estate broker appointed by Sponsor to market and sell the Condominium Units.

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

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

57. Time of the Essence: Purchaser must cure a default or satisfy a condition in the Purchase Agreement by the date indicated or commit an incurable breach and forfeit his down payment.

58. Trust Funds: The moneys actually received from the insurance company pursuant to a claim for damage.

59. Unit: Any Unit designated as such in the Declaration of the Condominium and further described in the Floor Plans to be filed simultaneously with the Declaration.

60. Unit Owner: The Person or Persons owning, on record, a unit in fee simple absolute.

61. Unsold Units: Any Unit owned by Sponsor or its designee at the time in question, excluding any unit occupied by the Sponsor or any Family Member.

DECLARATION OF CONDOMINIUM

Declarant:
DARI DEVELOPMENT LLC
855 EAST 14TH STREET
BROOKLYN, NY 11230

Premises:

10 Quincy Street
Brooklyn, New York 11238

County: Kings

Block: 1972
F/K/A: 1

N/K/A:

Record and return to:

Jeffrey Zwick & Associates, P.C.
266 Broadway, Suite 403
Brooklyn, New York 11211

DOCUMENT NUMBER 7

BY-LAWS

JEFFREY ZWICK & ASSOCIATES, PC
266 Broadway, Suite 403
Brooklyn, New York 11211

EXHIBIT D TO
THE DECLARATION

BYLAWS

of

THE 10 QUINCY STREET CONDOMINIUM

10 Quincy Street
Brooklyn, New York 11238

Jeffrey Zwick & Associates, P.C.
266 Broadway. Suite 403
Brooklyn, New York 11211

TABLE OF CONTENTS

ARTICLE 1- GENERAL

Section 1.1. Purpose.....4
Section 1.2. Definitions.....4
Section 1.3. Applicability of By-Laws. 4
Section 1.4. Application of By-Laws.....4
Section 1.5. Principal Office of the Condominium.....4

ARTICLE 2-BOARD OF MANAGERS

Section 2.1. General. 5
Section 2.2. Status of the Condominium Board.....5
Section 2.3. Principal Office of the Condominium Board.....5
Section 2.4. Powers and Duties of The Condominium Board. 5
Section 2.5. Exercise and Delegation of Powers and Duties. 8
Section 2.6. Number, Election and Qualification of Members……..9
Section 2.7. Term of Office of Members…… 11
Section 2.8. Deleted. .....…… 11
Section 2.9.Vacancies. 11
Section 2.10. Meetings of the Condominium Board.....11
Section 2.11. Notice of Meetings.....11
Section 2.12. Quorum of the Condominium Board. 12
Section 2.13. Conduct of Meetings.....12
Section 2.14. Decision by the Condominium Board.....12
Section 2.15. Compensation of Members. 12
Section 2.16. Common or Interested Members of the Condominium Board. 12
Section 2.17. Liability of the Condominium Board.....13

ARTICLE 3- OFFICERS

Section 3.1. General. 14
Section 3.2. President.....14
Section 3.3. Vice President. 14
Section 3.4. Secretary. 14
Section 3.5. Treasurer. 14
Section 3.6. Election, Term of Office and Qualifications of Officers. 14
Section 3.7. Removal and Resignation of Officers. 15
Section 3.8. Vacancies. 15
Section 3.9. Compensation of Officers. 15
Section 3.10. Liability of the Officers of the Condominium. 15

ARTICLE 4- UNIT OWNERS

Section 4.1. Annual Meetings of the Unit Owners. 16
Section 4.2. Special Meetings of Unit Owners. 16

Section 4.3. Place of Meetings.....16
Section 4.4. Notice of Meetings.....6
Section 4.5. Quorum of the Unit Owners. 15
Section 4.6. Conduct of Meetings.....16
Section 4.7. Order of Business.....16
Section 4.8. Voting at Meetings of Unit Owners.....17
Section 4.9. Election of Members of the Condominium Board.....17
Section 4.10. Action Without a Meeting. 17
Section 4.11. Title to Units. 18
Section 4.12. Contractual Liability of Unit Owners. 18

ARTICLE 5- OPERATION OF THE PROPERTY
Section 5.1. Maintenance. 18
Section 5.2. Alterations, Additions, or Improvements in and to Units. 19
Section 5.3. Alterations, Additions, or Improvements to the Common Elements. 20
Section 5.4. Insurance. 21
Section 5.5. Casualty or Condemnation.....23
Section 5.6. Use of The Property. 25
Section 5.7. Use of the Units. 25
Section 5.8. Use of the Common Elements. 26
Section 5.9. Rights of Access. 26
Section 5.10. Modification of the Rules and Regulations. 27
Section 5.11. Real Estate Taxes, Water Charges and Sewer Rents. 27
Section 5.12. Real Estate Tax Escrow. 28
Section 5.13. Gas and Electricity. 28
Section 5.14. Utilities Serving the Common Elements.....28
Section 5.15. Vault Charges.....28
Section 5.16. Records and Audits. 28

ARTICLE 6 - COMMON CHARGES
Section 6.1. Determination of Common Expenses and Fixing of Common Charges. 29
Section 6.2. Payment of Common Charges. 30
Section 6.3. Statement of Common Charges. 31
Section 6.4. Default In Payment of Common Charges. 31

ARTICLE 7 - SELLING AND LEASING OF UNITS
Section 7.1. General. 33
Section 7.2. No Severance of Ownership. 33
Section 7.3. Payment of Common Charges. 33
Section 7.4. Power of Attorney. 34

ARTICLE 8 - MORTGAGING OF UNITS
Section 8.1. General. 34

Section 8.2. Restrictions on Mortgaging....34
Section 8.3. Notice of Unpaid Common Charges and Default....34
Section 8.4. Performance by Permitted Mortgagees....35
Section 8.5. Examination of Books....35
Section 8.6 Additional Rights of Mortgagee....35

ARTICLE 9 - CERTAIN REMEDIES
Section 9.1. Self Help....36
Section 9.2. Abatement and Enjoinment....36
Section 9.3. Remedies Cumulative....36
Section 9.4. Costs and Expenses....37

ARTICLE 10 - ARBITRATION
Section 10.1. Procedure....37
Section 10.2. Variation by Agreement....37
Section 10.3. Binding Effect....37
Section 10.4. Costs and Expenses....37

ARTICLE 11 - NOTICES
Section 11.1. General....37
Section 11.2. Waiver of Service of Notice....38

ARTICLE 12- AMENDMENTS TO BY-LAWS....38

ARTICLE 13- FURTHER ASSURANCES
Section 13.1. General....38
Section 13.2. Failure to Deliver or Act....39

ARTICLE 14-MISCELLANEOUS
Section 14.1.Inspection of Documents....39
Section 14.2.Waiver....39
Section 14.3.Conflicts....39
Section 14.4.Severability....39
Section 14.5.Gender....39
Section 14.6.Captions....40

RULES AND REGULATIONS....41

BYLAWS OF
THE 10 QUINCY STREET CONDOMINIUM

ARTICLE 1 - GENERAL

Section 1.1. Purpose. The purpose of these Bylaws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of: (i) the Land, which is described in Exhibit A to the Declaration of Condominium of The 10 Quincy Street Condominium; (ii) the Building, which includes, without limitation, the Units, the Common Elements and all easements, rights and appurtenances belonging thereto; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-Laws form a part.

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

Section 1.3. Applicability of Bylaws. These Bylaws are applicable to the Property and to the use and occupancy thereof.

Section 1.4. Application of Bylaws. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and employees and guests of the foregoing, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with. The terms of these Bylaws shall govern in the event of any inconsistency between same and those terms contained in other condominium documents such as the offering plan or in other portions of this Declaration.

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

ARTICLE 2 - BOARD OF MANAGERS

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

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

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

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

(i) to operate, maintain, repair, restore, lease, license, add to, improve, alter and replace the Common Elements, as the Board shall deem necessary or proper including, but not limited to in connection therewith: (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel;

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

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

(iv) to prepare and adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same;

(v) to determine the amount and establish the means and methods of payment of, and to collect, the Common Charges and Special Assessments from Unit Owners;

(vi) to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) the affirmative consent of all of the members of the Board shall be required for the borrowing of any sum in excess of $25,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) the affirmative consent of all of all Unit Owners shall be required for the borrowing of any sum in excess of $25,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (c) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (d) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Board pursuant to this subparagraph (vi) shall not be repaid by the Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit;

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor;

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 hereof. During the period which the Sponsor controls the Board, the insurance coverage shall not be less than what is required by the governing regulations (Part 20 of Title 13 NYCRR);

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws;

(xii) to accept the surrender of any Unit pursuant to the terms of paragraph (C) of Section 6.2 hereof, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiii) to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiv) to purchase Units at foreclosure or other judicial sales, in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xv) to sell, lease, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Board or its designees shall in no event be entitled to the vote appurtenant to any such Unit;

(xvi) to adopt and amend the Rules and Regulations and to levy and collect fines against Unit Owners for violations of the same;

(xvii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners;

(xviii) to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and by-laws;

(xix) to organize corporations to act as the designees of the Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal

property for use in connection with the ownership and operation of the Property as a condominium;

(xx) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Board deems necessary or appropriate;

(xxi) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the same;

(xxii) to execute, acknowledge and deliver any documents necessary for filing an appeal for reduction of assessment of real estate taxes on behalf of all units in the Condominium, unless written notice is received by the Board from any Unit Owner not to so on behalf of his or her condominium unit;

(xxiii) unless and until real estate taxes, water charges and sewer rents are billed directly to the Unit Owners by the New York City Department of Finance and/or the Department of Environmental Protection, the Board shall promptly pay such taxes, charges and rents as a common expense;

(xxiv) to carry out any other duties imposed upon the Board pursuant to the Declaration and these By-Laws; and

(xxv) to create and maintain a reserve fund to pay for major capital expenditures and/or a contingency fund to pay for unanticipated expenses.

(B) The Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Section 2.5. Exercise and Delegation of Powers and Duties.

(A) Any act within the power of the Board to perform, and deemed necessary or desirable to be performed by the Board, shall be performed by the Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Board.

(B) The Board may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise, all of the powers of the Board, subject to both the exceptions and limitations contained in paragraph (D) of this Section and such additional exceptions and limitations as the Board may from time to time deem appropriate, during the

intervals between the meetings of the Board. In addition, the Board may from time to time appoint, by duly adopted resolutions, such other committees as the Board may deem appropriate to perform such duties and services as the Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section.

(C) The Board may employ a Managing Agent to serve at a compensation to be established by the Board and to perform such duties and services as the Board shall direct. Subject to the exceptions and limitations contained in paragraph (D) of this Section, the Board may delegate to the Managing Agent any of the powers granted to the Board in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the board shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (vii), (x), (xiii), (xiv), (xv), (xvi), (xvii), (xviii), (xix) and (xx) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in Subsection (B) of this Section shall have, or be entitled to exercise, any of the powers of the Board, except to the extent permitted by Law.

Section 2.6. Number, Election and Qualification of Members.

(A) Qualifications of Board Members. After the First Closing, the affairs of the Condominium will be governed by the Condominium Board of five (5) members, each having one (1) vote. After the Initial Control Period, there is no requirement that Board Members must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Board may serve. Any person over 18 may serve on the board. No member of the board shall be compensated for acting as such.

(B) Number of Board Members.

(i) Prior to the First Closing. Until the First Closing, Sponsor will have voting control over the board of directors. Sponsor shall designate the initial board.

(ii) After the First Closing. As provided in the Bylaws, Sponsor will have voting control over the Board for five (5) years after the First Closing or until Sponsor owns less than 25% of all Units, whichever is sooner ("Initial Control Period"). During this period, Sponsor shall designate a Majority of Board Members and shall have the same right to vote as all other Unit Owners. Within four (4) months of the First Closing, a meeting will be held to elect a new Board consisting of five (5) Members. At such time, Sponsor shall designate three Board members and the Unit Owners, including Sponsor so long as Sponsor owns Unsold Units, shall elect the remaining two members. The term of office for these two seats on the Board shall continue for one (1) year.

(iii) Expiration of Initial Control Period. Within thirty (30) days of the expiration of the Initial Control Period, Sponsor shall call a meeting to elect a new board consisting of five (5) members. At such time, all Unit Owners, including Sponsor so long as Sponsor holds unsold units, shall vote for board members. In addition, Sponsor may appoint a nominee to one of the three seats on the board so long as Sponsor owns at least one Unsold Unit. Sponsor may relinquish control at any time prior to the expiration of the Initial Control Period by calling a special meeting of Unit Owners to elect a new Board. Sponsor may not hold more than 1 seat on the Board after the Initial Control Period.

(C) Election of Board Members. Subject to the provisions of this section 2.6, Board Members will be elected annually based on plurality vote.

(i) First Meeting. The first meeting to elect new Board Members will be held within four (4) months after the First Closing. The term of office of each member of the Board shall continue for one (1) year with elections held annually.

(ii) Annual Meetings. Unit Owners shall hold annual meetings on or about the anniversary of the first meeting and every anniversary thereafter, unless such date shall occur on a legal holiday, in which event the meeting shall be held on the succeeding business day. At each annual meeting, the Unit Owners shall conduct such business as may properly be conducted. When desirable, meetings (including the first meeting) may be held via teleconference upon consent of all Unit Owners.

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

(iv) Quorum. The presence, in person or by proxy, of Majority of Unit Owners shall constitute a quorum at all meetings of Unit Owners, and unless otherwise provided, the decision of a Majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all of the Unit Owners.

(v) Voting. When votes of the Unit Owners are required (to elect Board Members and otherwise), each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own at least one (1) Unit) shall be entitled to cast one (1) vote for each Residential unit owned. If two (2) or more Persons own a Unit, they shall designate one Person amongst them to vote on behalf of their Unit in a writing given to the Board, and the vote of such designee shall be binding upon all of such Persons. Failing such a

designation, all of such Persons shall mutually exercise the vote appurtenant to such unit under one ballot without division, and the concurrence of all Persons shall be conclusively presumed if any one of them purports to exercise such vote without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote appurtenant to such Unit shall be counted solely for the purpose of determining whether the required attendance is present to establish a quorum. Any deadlock in voting shall be settled by arbitration.

Section 2.7. Term of Office of Members. The term of office of each member of the Board shall continue for one year or until the next annual election, whichever is later. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Board may serve.

Section 2.8. Deleted.

Section 2.9. Vacancies.
(A) Removal. At any regular or special meeting of Unit Owners, any one or more of the members of the Board may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created, provided notice of such proposed removal was given to the Board Member and was specified in the notice of the meeting. Regardless of whether a Sponsor's appointee to the Board is removed by the Sponsor, its designee or the other unit owners or board members, only Sponsor or its designee shall have the right to designate a replacement for such appointee.

(B) Resignation. Any Board Member may voluntarily withdraw his or her position as Board Member by sending written notice to the other Board Members. In said case, the withdrawal will be effective immediately and the withdrawing member may appoint someone to serve in his or her place. In the event the withdrawing member does not appoint anyone within five (5) business days by a writing to the board, the other Board Members may elect amongst themselves someone to fill the vacancy. Notwithstanding the foregoing, if Sponsor's appointed board member withdraws, only Sponsor or its designee shall have the right to designate a replacement for such appointee.

Section 2.10. Meetings. Board meetings shall be held at least annually on or about the date of the first unit owners meeting, and as often as necessary to govern the affairs of the condominium. After the first board meeting, board meetings may be in person or via teleconference. Any member of the Board may call a special meeting of the Board whenever he or she deems the same to be necessary or desirable.

Section 2.11. Notice of Meetings.
(A) Notice of regular and special Board meetings shall be sent by regular mail, posting in the lobby of the subject building, or by email to the Board Members at least five (5) days prior to the meeting.

(B) Any member of the Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of

the Board at any meeting thereof shall constitute a waiver by him or her of notice of the time and place thereof.

Section 2.12. Quorum of the Board. For purposes of all meetings of the Board, the attendance of Majority of Board Members shall be required for the transaction of business. In connection therewith, one or more members of the Condominium Board may participate in any meeting thereof by means of telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes.

Section 2.13. Conduct of Meetings. The minutes of the meetings of the Board shall be faithfully recorded, which minutes shall include the full text of all resolutions duly adopted by the Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of meetings of the Board unless the same shall be in conflict with the terms of the Declaration, By-Laws or the Condominium Act.

Section 2.14. Decision by the Board. Except as otherwise expressly provided in the Declaration or these By-Laws, the affirmative vote of a majority of the Board Members shall constitute the decision of the Board. Alternatively, any decision that is required or permitted to be made by the Board may be made without a meeting thereof if all members of the Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Condominium in the minutes of the Board. In the event of a deadlock in voting, such deadlock shall be submitted to an arbitration board in accordance with Article 10, "Arbitration".

Section 2.15. Compensation of Members. No member of the Board shall receive any compensation from the Condominium for acting as such.

Section 2.16. Common or Interested Members of the Board. Each member of the Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by law, no contract or other transaction between the Board and either (i) any of its members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the members of the Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniary or otherwise, shall be deemed either void or voidable because either (a) any such member of the Board was present at the meeting or meetings of the Board during which such contract or transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such member was counted for such purpose, provided, however, that either (a) the fact thereof is disclosed to, or known by, the Board or noted in the minutes thereof, and the Board shall authorize, approve, or ratify such contract or transaction in good faith by vote of the Board; (b) the fact thereof is disclosed to, or known by the Unit Owners, and the Unit Owners authorize, approve, or ratify such contract or transaction; or (c) the contract or transaction is commercially reasonable to the Board at the time that the same is authorized, approved, ratified, executed, or otherwise consummated.

Any such member of the Board may be counted in determining the requisite attendance of any meeting of the Board that authorizes, approves, or ratifies any such contract or transaction.

Section 2.17. Liability of the Condominium Board.
(A) The Board has a fiduciary duty to act in the best interest of the Condominium. The Board Members shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member of the Condominium Board shall be liable thereto for his or her own bad faith or willful misconduct.

(B) Every contract made, and other document executed, by or on behalf of the Board, any committee thereof, or the Managing Agent shall expressly state (if obtainable and in addition to the limitation of liability of condominium officers and Unit Owners pursuant to the terms of Sections 3.10 and 4.12 hereof, respectively) that same is made or executed by or on behalf of the Board, such committee, or the Managing Agent solely as agent for the Unit Owners and that the Board Members or such committee or Managing Agent shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(C) Neither the Board nor any member thereof shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense; or

(ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(D) Unit Owners shall severally indemnify and hold each member of the Board harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact that such individual is or was, a Board Member, except, however, to the extent that such claim or liability shall be due to, or arise out of, the bad faith, gross negligence or willful misconduct of such member or that are contrary to law or the terms of the Declaration or the By-Laws. To the extent permissible by law, such liability will be proportionate to, and not exceed, the total liability and the Unit Owner's Percentage of Common Interest.

ARTICLE 3 - OFFICERS

Section 3.1. General. The principal officers of the Condominium shall be the President, Vice President, Secretary and Treasurer. The Board may appoint a Vice President, Assistant Treasurer, an Assistant Secretary and such other officers as, in its discretion, may be necessary or desirable. Where necessary, one individual may hold more than one position. All officers must be board members. All agreements, contracts, deeds, leases, checks and other instruments of the

Condominium shall be executed, upon the direction of the Board, by the officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Board.

Section 3.2. President. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL"), including, but not limited to, the power to appoint the members of all committees created by the Board from amongst the Unit Owners from time to time as he or she may decide, in his or her discretion, as appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3. Vice President. The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board shall appoint some other member of the Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him or her from time to time by the Board or by the President.

Section 3.4. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5. Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Board or the Managing Agent in such depositories as may from time to time be designated by the Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under BCL.

Section 3.6. Election, Term of Office and Qualifications of Officers. Each officer of the Board shall be elected annually by a plurality vote of the Board taken at the organizational meeting of each new Board, and shall serve at the pleasure of the Board.

Section 3.7. Removal and Resignation of Officers. Any officer may be removed from office with or without cause, by an affirmative vote of a majority of the board. Any officer may resign at any time by giving written notice to the Board. If the President or the Vice President shall cease to be a member of the Board during his or her term of office, such officer shall be deemed to have resigned his office effective upon the date upon which his membership shall cease.

Section 3.8. Vacancies. Any vacancy in an office shall be filled by a vote of the Board at any regular meeting of the Board or at a special meeting thereof called for such purpose.

Section 3.9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

Section 3.10. Liability of the Officers of the Condominium.

(A) Officers shall have no liability to Unit Owners for errors of judgment, negligence, or otherwise, except that each officer shall be liable thereto for his own bad faith or willful misconduct. In addition, every contract made, and other document executed, by one or more officers or other Persons on behalf of the Condominium shall expressly state (if obtainable and in addition to the limitation of liability of the Board Members and Unit Owners pursuant to the terms of Sections 2.20 and 4.12 hereof, respectively) that same is made or executed by such officers or Persons on behalf of the Condominium solely as agent for the Unit Owners and that such officers or Persons shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(B) None of the officers of the Condominium shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by any such officer on behalf of the Condominium or to be paid for as a Common Expense; or

(ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(C) The Unit Owners shall jointly and severally indemnify and hold each officer of the Condominium harmless from and against any claim or liability arising from his or her acts or omissions as, or by reason of the fact that such individual is or was, an officer of the Condominium, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such officer and, to the extent permissible by law, that such liability will be proportionate to, and not exceed, the total liability and the Officer's percentage of common interest.

ARTICLE 4 -UNIT OWNERS

Section 4.1. Annual Meetings of the Unit Owners. The first annual meeting of the Unit Owners shall be held approximately four (4) months after the First Closing, as provided both in this Article 4 and in Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held within sixty (60) days of the anniversary date of the first meeting. At each such subsequent meeting, Unit Owners shall transact such business as may properly come before such meeting. In the event that any annual meeting of members is delayed, the existing Board shall continue to serve.

Section 4.2. Special Meetings of Unit Owners. The Board shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Board or upon receipt of a petition calling for such a meeting signed by a Unit Owner. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place as may be designated by the Board.

Section 4.4. Notice of Meetings. The Board shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail, telephone or email not later than five (5) business days prior to the day fixed for the meeting; however, the mailing of such notice to any Unit Owner, addressed to their address at the Property, at least ten (10) days prior to the day fixed for the meeting shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Board not less than ten (10) days prior to the giving of notice of the applicable meeting. Any Unit Owner's presence at a meeting of Unit Owners shall be deemed a waiver of said notice requirement.

Section 4.5. Quorum of the Unit Owners. Except as otherwise provided in these Bylaws, the presence, in person or by proxy, of Majority of all Unit Owners shall be required at all meetings of the Unit Owners.

Section 4.6. Conduct of Meetings. The minutes of all meetings of the Unit Owners shall be faithfully recorded, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat.

Section 4.7. Order of Business. The order of business at all annual meetings of the Unit Owners shall be as follows:

(i) Roll call;
(ii) Proof of notice of meeting;
(iii) Reading of the minutes of the preceding meeting (unless waived);
(iv) Reports of officers of the Condominium;
(v) Reports of committees;
(vi) Reports of inspectors of election (when so required);
(vii) Election of members of the Condominium Board;
(viii) Unfinished business; and
(ix) New business.

Section 4.8. Voting at Meetings of Unit Owners.

(A) Subject to the terms of Sections 2.7 and 4.9 hereof, at meetings of Unit Owners, each Unit Owner (including the Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one (1) vote for each residential unit owned.

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In addition, neither the Board nor any designee thereof shall be entitled to the vote appurtenant to any Unit owned by the Board or such designee. The vote of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (B) will be excluded when computing the results of voting. Any deadlock in voting shall be settled by arbitration.

(C) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two (2) or more Persons own a Unit, they shall designate one Person amongst them to vote on behalf of their Unit in a writing given to the Board, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually exercise the vote appurtenant to such unit under one ballot without division, and the concurrence of all Persons shall be conclusively presumed if any one of them purports to exercise such vote without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote appurtenant to such Unit shall be counted solely for the purpose of determining whether the required attendance is present to establish a quorum.

(D) Any Unit Owner may designate any Person to act as a proxy on his behalf. The designation of any such proxy shall be made in a writing both signed and dated by the designator and delivered to the Board at or before the appointed time for the meeting during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Board; however, no revocation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Board.

Section 4.9. Election of Board Members. After the Initial Control Period, Board members will be elected by all Unit Owners in accordance with section 2.6 of these Bylaws.

Section 4.10. Action Without a Meeting. Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if the number of Unit Owners sufficient to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this Section 4.10 shall be retained in the records of the Condominium together with a true copy of the resolution to which they relate.

Section 4.11. Title to Units. Title to any Unit may be taken by any Person or by any two (2) or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners in severalty.

Section 4.12. Contractual Liability of Unit Owners. Every contract made by the Board, by any officer of the Condominium, or by any superintendent or Managing Agent of the Building shall state (if obtainable and in addition to the limitation of liability of the members of the Board and the officers of the Condominium pursuant to the terms of Section 2.20 and 3.10 hereof, respectively), that the liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) such Unit Owner's interest in his or her Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5 - OPERATION OF THE PROPERTY

Section 5.1. Maintenance.
(A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, and replacements, whether structural or non-structural, ordinary or extraordinary,

(i) in or to any Unit, Limited Common Element and all portions thereof (including, but not limited to, the walls, ceilings and floors of the Unit or limited common elements, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors (entrance and terrace or patio, if any) and their frames and saddles, exposed plumbing, gas and heating fixtures shall be performed by the owner of such Unit at such Unit Owner's cost and expense; and

(ii) in or to the Common Elements not covered in subsection (i) shall be performed by the Board as a Common Expense and the cost thereof shall be shared amongst all units in proportion to their percentage of Common Interest; and

Notwithstanding the foregoing, if any work is necessitated by any condition or occurrence in the individual unit, such Unit Owner shall be liable for such costs which are not paid by the insurance carrier. Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Board or Managing Agent any defect for which the Board is responsible pursuant to the terms thereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) In accordance with paragraph (A) of this Section, the exterior glass surfaces of all windows of each Unit are to be washed and cleaned by the owner of such Unit at such Unit Owner's sole cost and expense. In addition, if any painting, decorating, maintenance, or replacements to the

Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Board, the entire cost and expense thereof shall be borne by the Board as a Common Expense, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace his or her Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition and order (and free of snow, ice and accumulation of water with respect to any terrace, patio, roof, or other part of the Property exposed to the elements) by Unit Owner or the Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, replacements and repairs) that is necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of terraces, patios, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her Unit.

Section 5.2. Alterations, Additions, or Improvements in and to Units.
(A) Subject to Article 9 of the Declaration, each Unit Owner shall have the right to (i) make alterations, additions, or improvements in the interior of his unit, including subdivision thereof or combination of two adjacent units; (ii) make alterations, additions, or improvements to any part of the property allocated to his unit, including limited common elements; (iii) change the layout of his unit. However, with respect to any such alteration, addition, improvement or change in, to, of or upon a Unit: (1) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto; (2) the Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; (3) such alteration, addition, improvement or change shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property; and (4) such alteration, addition, improvement or change shall not commence until the final certificate of occupancy for the building is procured.

In the event that any Unit Owner wishes to make any modifications to its Unit in accordance with the forgoing, such Unit Owner shall apply to the Board for approval. The Board must respond within fifteen (15) days from receiving notice from the Unit Owner. The Board's failure to timely respond shall be deemed a waiver of its right to reject the proposed modifications. Notwithstanding the foregoing, no Board approval shall be required for work that is cosmetic in

nature and for which no permit is required (painting, changing floors, changing appliances, for example).

Prior to, and as a condition of, the granting of any such approval, the Board may, at its sole option, institute conditions under which it will grant the request, including to require the Unit Owner to procure and agree to maintain during the course of such work such insurance as the Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the Board, setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the indemnity referred to in paragraph (C) hereof and the days and hours during which any such work may be done. Notwithstanding the foregoing provisions, Sponsor may perform work to any unsold units without notice to or authorization from the board, managing agent, or any other person, subject only to the provisions in the offering plan.

In the event that any unit is subdivided, the subdivided units shall jointly exercise and share the vote allocated to the original unit. The percentage of common interest allocated to the original unit shall be divided proportionately between the resultant units. In the event any Units are merged, the resultant Unit shall enjoy the number of votes originally allocated to the original Units. The percentage of Common Interest allocated to the original Units shall be aggregated and assigned to the resultant Unit.

(B) All alterations, additions, and improvements by Unit Owners shall be made in compliance with all applicable laws. In connection therewith, the Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit, provided that, with respect to all such work of a structural nature, the same was approved by the Board pursuant to the terms of paragraph (A) hereof.

(C) Neither the Board nor any Unit Owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s)) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor, materialman, architect, or engineer on account of any alterations, improvements, additions, or repairs made or asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s) shall agree (in a writing executed and delivered to the Board, if the Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the members of the Board, the officers of the Condominium, and the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

(D) Sponsor’s Rights. Sponsor or its designee shall have the right, without the approval of the Board, the Selling Agent, the Managing Agent, other Unit Owners, or representatives of holders of

mortgages on Units to (a) make alterations, additions, improvements, or repairs in or to any Unsold Unit or Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and to any Limited Common Elements allocated thereto; and to Common Elements and common areas; and (b) to subdivide, combine and change the boundary walls of Unsold Units or Units or Limited Common Elements.

(a) Limitation on Sponsor's Rights. No change will be made in the size or number of units and/or their respective percentages of common interest, and no material change will be made in the size or quality of common elements, except by amendment to the Plan and, when applicable, the declaration. No material change will be made to size and no material adverse change will be made in the quality of common elements unless all then-existing Unit Owners and Purchasers consent thereto in writing. In addition, no material change will be made in Unit size, layout or percentage of common interest if the Unit has closed or a purchase agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default, unless all affected Unit Owners and purchasers consent in writing to such change.

(b) Board's Obligation to Execute. At the request of Sponsor, its designee or the Unit Owner, the Board will execute any application or other documents required to be filed with any governmental authority having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair proposed to be made by Sponsor or Unit Owner, at which time Sponsor or Unit Owner shall execute an agreement to indemnify and hold harmless the Board and the Unit Owners from any expense or liability by virtue of the execution of the application or such other documents. Notwithstanding the foregoing, any amendment which affects only unsold units may be made by Sponsor, without the consent or approval of the board or any other unit owner. In such event, Sponsor may sign any required document in connection therewith on behalf of the board.

Section 5.3. Alterations, Additions, or Improvements to the Common Elements. Except as covered in section 5.2 or otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Board, and the cost and expense thereof shall constitute a Common Expense. Notwithstanding the foregoing, however, whenever the cost and expense of any such alterations, additions, or improvements would, in the judgment of the Board, exceed $5,000.00 in the aggregate in any calendar year, such proposed alterations, additions, or improvements shall not be made unless first approved by the Unit Owners at a duly constituted meeting of the Unit Owners and by the Mortgage Representatives, if any. Except as otherwise provided in the Declaration and in these By-Laws, all such alterations, additions, or improvements costing $5,000.00 or less in the aggregate in any calendar year may be made as aforesaid without the approval of either the Unit Owners or any Mortgage Representatives. During the Initial Control Period, no material adverse change will be made to quality of common elements unless all then-existing Unit Owners and Purchasers consent thereto in writing.

Section 5.4. Insurance.

(A) If same shall be obtainable, the Board shall obtain, and shall maintain in full force and effect, fire insurance policies with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the Building (including all Units and the bathroom and kitchen fixtures installed therein by Sponsor or improvements done by unit owners existing by prior construction on the date of recording the Declaration and all service machinery contained therein, and any other property usual to the servicing and general occupancy, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by Unit Owners or the tenants of Unit Owners) and covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear, and comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insureds (a) the Board and each member thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his or her own Unit). Each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance or other insurance, (c) invalidity arising out of any acts of the insured, and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Board and that all proceeds thereof shall be paid to either the Board or the Insurance Trustee, as provided in Section 5.5 hereof;

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either cancelled or substantially modified except upon at least ten days' prior written notice to all of the insureds, including all Permitted Mortgagees.

Duplicate originals or certificates of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be sent to all Unit Owners and Permitted Mortgagees at least ten days prior to the expiration of the then current policies.

(B) The Condominium Board may also obtain and maintain, to the extent practicable:

(i) rent insurance (if applicable);

(ii) workmen's compensation and New York State disability benefits insurance;

(iii) boiler and machinery insurance; and

(iv) such other insurance as the Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(C) All policies of insurance to be maintained by the Board shall contain such limits as the Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Board pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to not less than eighty percent of the full replacement cost of the Building, exclusive of excavation and foundations, without deduction for depreciation, as approved by a fire insurance company, a qualified insurance broker, or another qualified source;

(ii) with respect to insurance policies maintained by the Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than $500,000.00 in the aggregate until the first regular meeting of the first Board elected by the Unit Owners; and

(iii) with respect to insurance policies maintained by the Board pursuant to subparagraph (ii) of paragraph (B) hereof, the coverage shall be in an amount least equal to the aggregate of all of the Unit Owners' Common Charges for one year.

Any insurance policies maintained by the Board may also provide for such deductible amounts as the Board shall determine. The Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Board pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trustee appointed by the Board pursuant to the terms of these By-Laws, shall be borne by the Board as a Common Expense.

(E) Unit Owners are required to obtain and maintain an HO6 insurance policy, effective as of the date of Closing, to cover fire or casualty losses to the interior of his or her Unit. Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing the insurance maintained by the Board shall not be affected or diminished by reason of any such, additional insurance carried by any Unit Owner.

Section 5.5. Casualty or Condemnation.
(A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the Common Elements or any

part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), the net insurance proceeds payable under the insurance policies maintained by the Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable to the Board. In either instance, all such monies actually received (hereinafter referred to as the "Trust Funds") shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section, however, no Unit Owner whose Unit, or any portion thereof, is taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

After Sponsor has relinquished control of the Board, the Board shall notify the Sponsor of any damage or destruction by fire or other casualty sustained by the Unsold Units within ten (10) days of such damage.

(B) Subject to the terms of paragraph (D) hereof, the Board shall arrange for the prompt repair or restoration (hereinafter referred to as the "Work" of: (i) in the event of a Casualty Loss, the portion(s) of the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the Common Elements affected by such Taking. If, pursuant to the immediately preceding sentence, work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the work shall be performed, to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. In addition, each Unit Owner whose Unit, or any portion thereof, shall be the subject of all or part of any Work shall have the right, subject to the terms of Section 5.2 hereof, to supervise any redecorating of his or her Unit.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section, the Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, and all proceeds of such Special Assessment shall become part of the Trust Funds. However, if the insurance proceeds are not sufficient to discharge the cost and expense of performing any work attributable to any part of the building which is not a "Common Element", such cost and expense must be paid by the owner or owners of the Units or Limited Common Elements which were damaged and no special assessment may be levied against the Unit Owners. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge

the cost and expense of performing the Work, such excess shall be paid to the Unit Owner of the damaged unit, except that no payment shall be made to a Unit Owner until there has first been paid, out of said excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph (C) for any projected deficiency in the amount of the Trust Funds available to the Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remains unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, free of any claim of any lienor (including, without limitation, any Permitted Mortgagee).

If the damage is caused to both a Unit and Common Elements, the Board shall retain the services of an insurance adjuster to determine the amount of damages caused separately by the Unit and Common Element and all the underpayments and overpayments shall be subject to provisions in this paragraph (C).

(D) If either 75% or more of a Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of the Unit Owners of the Building shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof.

Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

(E) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of paragraph (D) hereof, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit after such Taking bears to the total floor area of such Unit prior to such Taking. The Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be acknowledged by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of acknowledgement by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the

Declaration duly executed and acknowledged by the Board and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

(F) As used in this Section 5.5, the terms:

(i) "prompt repair or restoration" shall mean that the Work is to be commenced not more than sixty (60) days after the date on which the Board has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

(ii) "promptly resolve" shall mean a resolution shall be duly made not more than sixty days after the date on which the Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharged the estimated cost and expense of the Work, as the case may be.

(G) Any dispute that may arise under this Section between Unit Owners or between Unit Owner(s) and the Board shall be resolved by arbitration pursuant to the terms of Article 10.

Section 5.6. Use of The Property and Common Elements.
(A) No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive, or unlawful use, as determined by the board in its sole discretion, shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit Owners or the Board, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

(D) All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Board, whomever shall have the obligation to maintain or repair such portion of the Property.

(E) The Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. The lobbies, vestibules, public halls, and stairways shall be used only for normal passage through them. Accordingly, all Unit Owners shall require their tradesmen to utilize exclusively the entrance designated by the Board, if any, for transporting packages, merchandise, or other objects.

(F) Use of the Common recreation spaces is subject to the following restrictions: no use that would void the roof warranty or otherwise increase insurance for the Condominium.

(G) There will be twenty storage spaces on the first floor and twenty-eight storage spaces in the cellar. Two of the cellar storage spaces will be reserved for building storage. The remaining forty-six (46) storage spaces will be assigned to residential units by the management company in their sole discretion on a first come-first serve basis. Storage spaces SF, SG, SH, SJ and SK are handicap accessible. If the resident of the Unit to which one of these spaces is allocated is not physically handicapped and in the event another resident becomes physically handicapped, he or she has the right to demand that the non-handicapped resident trade spaces on the books of the Condominium. All costs or fees associated with such a request shall be borne solely by the party requesting the transfer.

Section 5.7. Use of the Units.
(A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units (including any Limited Common Area appurtenant thereto) shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section. Each Unit may be used in accordance with the use permitted by local law and zoning regulations and the Certificate of Occupancy. Any Unit may be partially used as a professional office by the owner of such unit only.

(B) A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners and employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by the Family Members and guests of any of the foregoing (and nothing herein contained shall be deemed to prohibit the exclusive occupancy of any Unit by such Family members or guests). Notwithstanding the foregoing, the Board may, in its sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this paragraph (B)) may be accommodated therein.

(C) All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Board, whomever shall have the obligation to maintain or repair such portion of the Property.

(D) Notwithstanding the foregoing, Sponsor may, without obtaining the consent of the Board, Managing Agent or the other Unit Owners, use any one or more of such Units as model units and sales and/or promotion offices in connection with the sale of the Unsold Units or for any other purpose, subject only to compliance with current laws, statutes or regulations.

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

(F) Unit Owners shall maintain carbon monoxide/smoke detectors and fire extinguishers located within their unit.

Section 5.8. Intentionally Deleted.

Section 5.9. Rights of Access.
(A) Subject to the rights of existing tenants and other occupants of Unsold Units, Unit Owners shall grant to the Sponsor, Board, Managing Agent or manager (if any), superintendent and/or to any other Person authorized by any of the foregoing a right of access to their Unit for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner, or correcting any conditions originating in their Unit which threaten another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the mechanical or electrical services, or other portions of the Common Elements located within his or her Unit or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to his Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of Emergency, the foregoing rights of access shall be exercised only upon not less than two day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In cases of Emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) For purposes of paragraph (A), each Unit Owner shall grant to the Board a right of access to his or her Unit and the Board shall grant rights of access to the Common Elements, provided that access thereto shall not be exercised with respect to any Unit in such a manner as will unreasonably interfere with the use of such Unit for its permitted purposes.

(C) A right of access is hereby granted to the Sponsor, unit owners, their successors, heirs and assigns, for the purpose of gaining access to the following areas: common areas; mechanical areas of the building, including but not limited to the boiler room, storage room, meter room or any other facility to which each such unit owner has a right of use; or to any area of the property that such Unit Owner has a right to use as part of his Unit or as a Common Element. This right of access may be exercised by the Sponsor on no notice and without limitation. However, the right shall only be exercised in a reasonable manner.

Section 5.10. Modification of the Rules and Regulations. The Board shall have the right to amend, modify, add to or delete any of the Rules and Regulations from time to time, provided, however, that copies of such amendments are furnished to each Unit Owner at least thirty (30) days prior to the time that they become effective. Any such amendment, modification, addition, or deletion may be overruled by the vote of 75% of the Unit Owners. However, this section may only be amended with unanimous consent of all Unit Owners. Notwithstanding the foregoing, for five (5) years after the First Closing, or until unsold units constitute less than 25%, whichever is sooner, the Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or its designee without the prior written consent of every Unit Owner affected by such amendment, including Sponsor or its designee.

Section 5.11. Real Estate Taxes, Water Charges and Sewer Rents. Water for the Building shall be supplied by the City of New York. Unless and until real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the City Collector, the Board shall promptly pay such taxes, charges and rents as a Common Expense. However, the Board shall have the right, exercisable in its sole discretion to require the installation of submeters to determine the consumption of water by each Unit as a common expense. In the event of a proposed sale of any Unit, the Board (for so long as the Board is still paying such real estate taxes, water charges and sewer rents) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such owner's Unit to the date of the closing of title to such Unit. The Board will be responsible for reviewing, appealing and filing any documents necessary for obtaining a reduction in the tax assessment and will file such documents on behalf of all of the

Unit Owners. Such Unit Owners shall execute any documents required for such filing. After the Units have been separately assessed, tax review for each Unit will be the responsibility of the Unit Owner.

Section 5.12. Real Estate Tax Escrow. If the tax lots are not apportioned at the time of the First Closing, Sponsor shall place in escrow in the name of the Board an amount equal to the real estate taxes which will be levied against the property for the six (6) month period following the First Closing and will collect at each unit closing the estimated amount of taxes for that period attributable to such unit for reimbursement. The amount in the escrow account will be disclosed in the initial post closing amendment. The Board will pay the real estate taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment.

Section 5.13. Electricity and Gas Service. Electricity and Gas Service shall be supplied to each Unit through a separate meter for such Unit, and each Unit Owner shall be required to pay all charges for such utilities consumed or used in his Unit directly to the utility company servicing the Building as and when billed therefor. The Board shall have the right, exercisable in its sole discretion, to require that gas be supplied to the building or that gas and electricity be supplied to the Condominium through one or more common meters. In such event, the cost of installation shall be borne by all Unit Owners as a common expense. The cost of these utilities shall be borne by each Unit Owner based upon the consumption or usage of gas and electricity in his Unit, as determined by submetering, survey, or any other reasonable method prescribed by the Board and permitted by Law, and shall be payable either to the Board or to the utility company servicing the Building, as directed by the Board.

The Board must deliver to each tenant and prospective tenant of the Building, and must post in a common area of the Building, a notice regarding the procedures that should be followed when a gas leak is suspected and comply in all other respects with the provisions of the Gas Leak Law.

Section 5.14. Utilities Serving the Common Elements. The cost and expense of water, steam, electricity and gas (if any) serving or benefiting any Common Element shall be (i) considered part of the expense of maintaining such Common Elements, (ii) determined by the Board and (iii) charged to the Unit Owners as a Common Expense.

Section 5.15. Vault Charges. All license fees, and all periodic taxes and charges, for vaults or other protrusions beyond the building line shall be paid by the Board as a Common Expense.

Section 5.16. Records and Audits.
(A) The Board or Managing Agent, if any, shall keep full, detailed and accurate records with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the

amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

(B) Within (4) four months after the end of each fiscal year of the Condominium, the Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared by an independent accountant. The cost of preparing and distributing each such report shall be borne by the Unit Owners as a Common Expense.

ARTICLE 6 - COMMON CHARGES

Section 6.1. Determination of Common Expenses and Fixing of Common Charges.

A. Commencement of Collection.

(i) The Board will commence collection of common charges upon the closing of title to the first Unit provided the Sponsor has not exercised its option to pay all expenses of operation of the Property in lieu of Common Charges.

(ii) Sponsor may, in its sole discretion, delay the collection of common charges and elect to pay the expenses of the building instead. During any such delay, Sponsor will timely pay all expenses of the Condominium, including but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual unit owner's expenses such as real estate taxes and utility charges. Upon commencement of collection of common charges, there will not be any assessment for any item in the approved budget for the condominium. Sponsor shall remain obligated to update the budget for the Condominium as required by governing regulations. In the event Sponsor elects to delay the collection of common charges, Sponsor shall disclose such fact in the closing notice to Purchasers and in the post-closing amendment to the Offering Plan. Such amendment shall also disclose the anticipated period of delay. Sponsor will notify all unit owners in writing of the expiration of the delay period at least thirty (30) days prior to the commencement of collection of common charges and will disclose such fact in the following amendment to the Offering Plan.

(B) Budget. From time to time, but not less frequently than annually, the Board shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in Section 2.4 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in these By-Laws). The Board has the right to allocate certain items on a special basis which reflects actual benefit and/or use associated with that particular item of expense or exclusive control of the particular Common Elements, pursuant to N.Y. Real Property Law (RPL) Section 339-m (2). The Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each

of them and, not later than ten days next preceding the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees.

(i) Revisions. The Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

(ii) Sponsor's Right to Veto. For five (5) years after the First Closing or until unsold units constitute less than 25%, whichever is sooner, the Board must obtain Sponsor's prior written approval with regard to the below items. During this time, Sponsor may veto these actions.

1. Raise common charges or levy a special assessment to:
    a. make an alteration to the common elements;
    b. create an additional reserve fund for repairs, alterations, unanticipated expenses and/or contingencies which exceed 5% of the projected common expenses for the budget year;
    c. increase, decrease, eliminate or otherwise change the number, type, classification or working hours of the building's service staff (if any), or to hire additional service staff.
    d. increase, decrease, or eliminate building services;
    e. increase, decrease, eliminate or otherwise change the amounts or types of insurance coverage from the coverages existing on the date of the First Closing.
2. Borrow money on behalf of the Condominium Association.

Notwithstanding the foregoing, Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required: (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; (iii) to remedy any work order by an insurer; or (iv) to remedy any immediately hazardous condition which affects the health and/or safety of the occupants.

(C) The failure or delay of the Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall

continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(D) The Board has the right to allocate certain budgeted items on a special basis which reflects actual benefit and/or use associated with that particular item of expense or exclusive control of the particular Common Elements, pursuant to N.Y. Real Property Law (RPL) Section 339-m (2).

(E) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board shall have the right, subject, in all respects, to the strictures contained in Section 2.4 hereof, to levy Special Assessments to meet the Common Expenses or to fund additional projects. All Special Assessments may be payable either in one lump sum or in installments, as the Board shall determine, provided, however that the Board shall give each Unit Owner not less than thirty (30) days' notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Section 6.4 hereof). The Board has the right to allocate certain items on a special basis which reflects actual benefit and/or use associated with that particular item of expense or exclusive control of the particular Common Elements, pursuant to N.Y. Real Property Law (RPL) Section 339-m (2). Special Assessments shall be levied against all Unit Owners in proportion to their respective Common Interests as follows:

(i) assessment or increase in common charges to repair or maintain the Common Elements which service only certain units shall be shall be levied against those benefitting units proportionately in accordance with the percentage of Common Interest;

(ii) assessment or increase in common charges to repair or maintain the Common Elements which service all units shall be levied against all units proportionately in accordance with the percentage of Common Interest;

(iii) assessment or increase in common charges to improve the Common Elements, which only benefit specific units shall be levied against the units so benefitting proportionately in accordance with the percentage of Common Interest.

(E) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners, and shall be collected on behalf of the Unit Owners by the Board and applied against the Common Expenses for the year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Board against the Common Expenses for the next succeeding year(s) of

operation, and no Unit Owner shall be entitled to a distribution of any portion of such excess unless the Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, however, in no event shall any rent, profit, or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings, or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

Section 6.2. Payment of Common Charges.

(A) All Unit Owners shall be obligated to pay Common Charges and Special Assessments assessed by the Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Board shall determine. Unless otherwise determined by the Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit.

(B) No Unit Owner shall be liable for the payment of any part of Common Charges or any Special Assessments assessed against his Unit subsequent to a sale, transfer, or other conveyance by him of such Unit, together with its Appurtenant Interests. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his acquisition thereof, except that, to the extent permitted by Law, a Permitted First Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted First Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted First Mortgage and prior to the acquisition of title to such Unit by the Permitted First Mortgagee or such purchaser. In the event of a foreclosure of a Permitted First Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure. Any unpaid Common Charges and Special Assessments that are not collected from such defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time that the same is levied, including the new Unit Owner of the subject Unit.

(C) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey his or her Unit, together with its Appurtenant Interests, to the Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted First Mortgage and the statutory lien for unpaid Common

Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit.

(D) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his or her Unit (except with respect to a conveyance of the same to the Board, without compensation, pursuant to the terms of paragraph (C) hereof.) Except as expressly provided to the contrary in paragraph (E) of Section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit Owner's Unit) pursuant to the terms of Sections 5.1, 5.2 or 5.3 hereof; or (iii) any action taken by the Board to comply with Law.

Section 6.3. Statement of Common Charges. The Board shall promptly provide a written statement of all unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on ten (10) business days' notice, but not more frequently than once a month.

Section 6.4. Default In Payment of Common Charges.
(A) In the event that any party defaults in performing any act or making any payment which is that party's responsibility hereunder and said default is not cured within fifteen (15) days of written notice of said default, then the Board shall take prompt action to collect any Common Charges due to the Board that remains unpaid for more than thirty days after the due date for the payment thereof. Any lien for unpaid Common Charges and expenses against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office and until all sums secured thereby, with interest and costs accrued thereon, shall have been fully paid, or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall be sooner. In accordance with Section 339-aa of the Real Property Law, while Sponsor is in control of the Board, Sponsor will cause the Board to file a lien on units in which Sponsor is more than thirty (30) days in arrears of common charges. Such liens may be foreclosed by a suit brought in the name of the Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Board to recover unpaid Common Charges without foreclosing the lien. In connection therewith, the Board shall, at its discretion or upon instruction by sponsor if sponsor is in control of the board, have the right and obligation to cause liens for all sums due and owing to the Board to be filed in the Register's Office pursuant to the terms of Section 339-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 339-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Board to recover all such unpaid Common Charges, together with all additional sums of money collectable by the Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money

judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay a penalty charge equal to 10% of the outstanding charge, together with all costs and expenses paid or incurred by the Board, the Managing Agent, or the manager (if any) in connection with collecting such aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs. In addition, if the Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner shall be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such interest, costs and expenses and rentals shall be added to and shall constitute Common Charges payable by such Unit Owner.

(C) In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, the Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred In connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure sale in excess of the amount of common charges owed shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

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

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

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

(iii) Such notice shall provide that commencing immediately and until such time as all such payments are made current, all rental payments due subsequent to the issuance of such notice are to be made to the Condominium Association at the address listed on the notice.

However, where a majority of the Board has been elected by Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Board.

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

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

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

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

ARTICLE 7 - SELLING AND LEASING OF UNITS

Section 7.1. General. Each owner of a Unit may sell or lease his or her Unit without limitation except that no unit owner may discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or any other grounds prohibited by law. The Board does not have a right of first refusal. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Board, and, if the Board shall so elect, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of said Unit Owner as the owner or landlord, as the case may be. The said Unit Owner shall reimburse the Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs.

Section 7.2. No Severance of Ownership. No Unit Owner shall execute any deed or other instrument conveying title to their Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed, or otherwise disposed of, except as

part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.3. Payment of Common Charges. No Unit Owner shall be permitted to convey or lease his Unit unless he shall have paid in full to the Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit.

Section 7.4. Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of his title insurance company (or, if no such representative is present, to the Board) for recording in the Register's Office, the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form set forth in Part II of the Offering Plan.

ARTICLE 8 - MORTGAGING OF UNITS

Section 8.1. General. Each Unit Owner shall have the right to mortgage his Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages his Unit, or the holder of such mortgage, shall supply the Board with the name and address of his mortgagee and shall file a confirmed copy of the note and mortgage with the Board. Any Unit Owner who satisfies a mortgage covering his Unit shall so notify the Board and shall file a conformed copy of the satisfaction of mortgage with the Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units".

Section 8.2. Restrictions on Mortgaging.
(A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate his or her Unit unless and until he or she shall have paid in full to the Board all unpaid Common Charges and special assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

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

(C) Any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions thereto as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association, or other institutional or non- institutional lender to make the mortgage loan or take an assignment thereof.

Section 8.3. Notice of Unpaid Common Charges and Default. Whenever requested in writing by a Permitted Mortgagee, the Board shall promptly report to such Permitted Mortgagee any default by his mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Board has knowledge then exists. The Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his or her Permitted Mortgagee, if so requested. However, the Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his or her mortgagor under the Condominium Documents, provided that (i) the Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Board shall pay to such Permitted Mortgagee the net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee. Any excess proceeds shall be paid to the defaulting Unit Owner.

Section 8.4. Performance by Permitted Mortgagees. Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his or her Permitted Mortgagee, and the Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5. Examination of Books. Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on ten (10) business days' notice, but not more frequently than once a month.

Section 8.6 Additional Rights of Mortgagee:
(A) If the Declaration and the By-Laws are to be amended and such amendment would materially interfere with any right or interest of any mortgagee, such amendment may only be filed upon approval of 51% of all mortgagees.

(B) In addition to any other notices provided for in the Declaration and By-Laws, Notices will be sent to any mortgagee by certified or registered mail return receipt requested, pursuant to the terms of this section.

i) Notice shall be sent in the event that either (a) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (b) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking") in accordance with section 5.5 of the By-Laws. In addition, when applicable, no termination of condominium shall occur without 51% mortgagee approval.

ii) Notice shall be sent in the event that any party whose unit or interest is mortgaged to a mortgagee defaults in performing any act or making any payment which is that party's responsibility hereunder, including common charges and or special assessments, for a period of sixty (60) days after the obligation to pay, and said default is not cured within fifteen (15) days of written notice of said default.

iii) At least ten days' prior written notice to all of the insureds, including all Permitted Mortgagees shall be sent if any insurance policies insuring the Building and all service machinery contained therein covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests are to be either cancelled, or be allowed to lapse, or substantially modified.

iv) If the Declaration and the By-Laws are to be amended and such amendment would materially interfere with any right or interest of any mortgagee.

v) In addition, the mortgagee and guarantor of the mortgage on any unit in the condominium project has the right to timely written notice of a) delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, which is in excess of 60 days and b) any proposed action that requires the consent of a specified percentage of mortgagees.

C. Notwithstanding the foregoing provisions in the event a mortgagee fails to respond to written notice within 60 days of said written notice, provided notice was delivered by certified or registered mail return receipt requested said silence shall be construed as an implied approval by an mortgagee.

ARTICLE 9 - CERTAIN REMEDIES

Section 9.1. Self Help. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents required to be observed or performed by him, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair, or replace his Unit, and shall fail to cure such violation or breach within five days after receipt of written notice of the same from the Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five day period and, thereafter, to prosecute such cure with due diligence to completion), the Board shall have the right subject to applicable laws and regulations relating to self-help, if any, to enter such Unit Owner's Unit and summarily abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event the Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Board may take such action immediately,

without prior notice and without allowing said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 9.2. Abatement and Enjoinment. In the event any Unit Owner shall violate or breach any of the provisions of the Condominium Documents to be observed or performed, the Board shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought at law or in equity.

Section 9.3. Remedies Cumulative. The remedies specifically granted to the Board in this Article or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Board. The exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 9.4. Costs and Expenses. All sums of money expended, and all costs and expenses incurred, by the Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or Section 9.2 hereof shall be immediately payable by such Unit Owner to the Board, which amount shall be paid within ten (10) days of receiving notice. In the event it is not paid within ten (10) days of receiving notice, a penalty charge equal to 10% of the outstanding charge shall be payable. All sums payable by a Unit Owner to the Board pursuant to the terms of this Section shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 10 - ARBITRATION

Section 10.1. Procedure. In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium, Interim Lease or the Purchase Agreement, or to break any deadlock in voting, the parties shall submit such dispute or question to arbitration through the American Arbitration Association ("AAA"), which will give any party the rights he is entitled to under New York law. The arbitration proceeding will follow the rules of the AAA. The arbitrator will be neutral and independent of Sponsor and its principal and will be appointed by the AAA. The hearing will take place in the county where the building is located. The parties to the purchase agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment.

Section 10.2. Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 10.3. Binding Effect. The decision/award rendered in any arbitration proceeding shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction under the New York Arbitration Law and Article 75 of the CPLR. The Board shall follow the directions of the Arbitrators. Any decision shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The decision shall be enforceable in a court of competent jurisdiction. Notwithstanding the foregoing, however, any arbitration held pursuant to the terms of the Condominium Documents with respect to a matter that arose prior to the first annual meeting of all Unit Owners held pursuant to the terms of Section 4.1 hereof shall be non-binding.

Section 10.4. Costs and Expenses. The fees, costs and expenses of the arbitrators shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses. All costs and expenses paid or incurred by the Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE 11 - NOTICES

Section 11.1. General. All notices required or desired to be given hereunder by mail shall be sent by registered or certified mail, return receipt requested, postage prepaid and addressed:

(i) if to the Board, to the Board at its principal office as set forth in Section 1.5 hereof, with a photocopy sent to the Managing Agent (if any) at its principal office address as aforesaid;

(ii) if to a Unit Owner, to such Owner at his or her address at the Property; and,

(iii) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section shall be deemed given when deposited in a United States Postal Service depository located in the State of New York enclosed in a sealed, postage paid wrapper, provided, however, that notices of change of address, designating additional addresses and those deposited in a United State Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 11.2. Waiver of Service of Notice. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof. Wherever provided for in these bylaws, notice may also be given by telephone, email, or other transmission.

ARTICLE 12 - AMENDMENTS TO BY-LAWS

Any provision of these By-Laws may be amended, modified, added to, or deleted by the affirmative vote of 66 2/3 of all Units in Common Interest in accordance with section 4.8 hereof, either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Board as attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.10 hereof, in which Secretary's Certification there shall be described the number and percentage of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

For five (5) years after the First Closing, or until unsold units constitute less than 25%, whichever is sooner, the By-Laws and Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or its designee without the prior written consent of every Unit Owner affected by such amendment, including Sponsor or its designee

Notwithstanding the foregoing, any amendment which affects only Unsold Units may be made by Sponsor, without the consent or approval of the board or any other unit owner. In such event, Sponsor may sign any required document in connection therewith on behalf of the board.

ARTICLE 13 - FURTHER ASSURANCES

Section 13.1. General. Any Person that is subject to the terms of these By-laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Board, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for therein, and take such other action as such other Person may reasonable request in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2. Failure to Deliver or Act. If any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Board or its Managing Agent, is hereby authorized, as attorney-in-fact for such Unit Owner or other Person,

coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

ARTICLE 14 - MISCELLANEOUS

Section 14.1. Inspection of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 14.2. Waiver. No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 14.3. Conflicts. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control. All provisions of the Declaration and By-Laws are subject to any written agreement among the owners of the Units.

Section 14.4. Severability. If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5. Gender. A reference in these By-Laws to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.6. Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

ADDENDUM TO THE BY-LAWS OF
THE 10 QUINCY STREET CONDOMINIUM
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used in any manner to impede the ingress and egress to the units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

3. Nothing shall be hung or shaken from any doors, window, or open terraces or patios, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

4. There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

5. The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.

6. Nothing shall be done or be kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

7. There shall be no barbecuing in the Units, or in the Limited or general Common Elements, except for those areas (if any) specifically designated for barbecuing by the Board.

8. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, practice any vocal or instrumental music, or shall operate or permit to be operated a phonograph, radio, television set,

or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 AM, if same shall disturb or annoy other occupants of the Building.

9. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

10. The Board reserves the right to levy an annual fee on any Unit Owner harboring a permitted pet. In no event shall any bird, reptile, or animal be permitted in any public area of the Building or in any of the public portions of the building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, patios, terraces, or other public portions of the building, or on the sidewalk or street adjacent to the Building.

11. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

12. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

13. Each Unit Owner shall keep his or her Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

14. The agents of the Sponsor, Board or the Managing Agent and any contractor or workman authorized by the Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

15. The Sponsor, Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry there is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board or the Managing Agent, then the Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer

of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

16. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the Managing Agent shall (except as otherwise provided herein) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

17. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building not designated as a Limited Common Element.

18. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

19. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board or the Managing Agent, be conditional in nature.

20. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

21. Smoking and/or use of electronic cigarettes is prohibited in all indoor and outdoor Common Element areas on the Property. This policy shall apply to all Unit Owners and tenants and their respective invitees as well as other persons on the premises.

22 There shall be no grilling or barbeques permitted in the courtyard. Use of the recreation spaces in the Building is limited to residents and their supervised guests.

DOCUMENT NUMBER 8

ARTICLE 36-B of
THE GENERAL BUSINESS LAW

Warranties on Sales of New Homes

GENERAL BUSINESS LAW
Article 36-B
WARRANTIES ON SALES OF NEW HOMES

§ 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 unliveable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

5. "New home" or "home" means any single family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under 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.

8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

§ 777-a. Housing merchant implied warranty

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences 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.

DOCUMENT NUMBER 9

FORM OF LEASE AGREEMENT

INTERIM LEASE

AGREEMENT made this day of , 202__, between, (hereafter SPONSOR) and , (hereinafter PURCHASER);

WITNESSETH:

WHEREAS, SPONSOR is the Sponsor of a condominium conversion of premises located at , New York; and,

WHEREAS, PURCHASER has executed a Purchase Agreement for Unit _____ at said premises; and,

WHEREAS, PURCHASER wishes to occupy said apartment prior to the closing of the transaction;

NOW, THEREFORE, in conformity with the terms and conditions of the Offering Plan filed with the Attorney General of the State of New York, the parties agree as follows:

1) Commencing on _____, and terminating as hereinafter specified, PURCHASER shall have the right to use and occupy the aforementioned apartment.

2) PURCHASER shall pay a fee for use and occupancy of the apartment of $_____per month. It is understood that this use and occupancy fee is not rent, and that no landlord-tenant relationship has been created between the parties, and that this agreement is not governed or subject to any rent regulatory laws.

3) The use and occupancy fee for the month in which closing occurs shall be adjusted at closing. No portion of the use and occupancy fee will be applied to the purchase price of the apartment.

4) The terms of the Offering Plan, and all related documents in effect as of the date hereof are incorporated in and made a part of this agreement.

5) A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. If during Purchaser's occupancy the Unit is damaged by casualty or otherwise, the Purchaser shall assume the risk of loss and the obligation to repair the damage in excess of

insurance proceeds, unless the cause thereof originated outside the Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If Purchaser is obligated to repair the damage, then Purchaser's failure to make such repair shall not excuse Purchaser from paying the Balance and accepting delivery of the deed.

Except as provided in the preceding paragraph, all other risk of loss prior to closing in excess of insurance proceeds has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit. If Sponsor or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage, this agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been repaired to as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Board or other Unit Owners) and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing.

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

6) PURCHASER shall pay all utility costs and make any repairs to the apartment for which he would be obligated as owner. SPONSOR will not be responsible for ordinary wear and tear to the apartment during the PURCHASER'S occupancy.

7) PURCHASER may not make any alterations to the apartment without SPONSOR'S written consent.

8) This lease will terminate on the happening of the earliest of the following:

a- Closing
b- Rescission of the Purchase Agreement (by PURCHASER)
c- Default by PURCHASER

9) Upon a default by PURCHASER or Rescission of the subscription agreement by PURCHASER, which is not cured within 15 days after notice thereof, PURCHASER'S right to occupy the apartment will terminate, and PURCHASER must vacate the apartment within thirty (30) days after mailing of Notice to Vacate by the SPONSOR. Such notice must be by certified mail, return receipt requested, to the apartment. PURCHASER agrees to pay SPONSOR $250.00 per day for each day he remains in possession beyond the 30th day following mailing of the Notice to Vacate in conformity with this section. Nothing contained herein shall be construed so as to limit SPONSOR's ability to have PURCHASER evicted from the premises and to pursue any other legal remedy available to SPONSOR; nor shall anything herein be construed as a waiver by the SPONSOR of his right to retain, as liquidated damages, the down payment deposited upon execution of the Purchase Agreement.

10) Any uncured default under this lease agreement will be a default under the Purchase Agreement, and any uncured default under the Purchase Agreement will be a default under this lease agreement. Any such default will terminate PURCHASER'S right to use and occupancy, and will also terminate PURCHASER'S right to purchase the apartment, and may result in loss of the down-payment. Before SPONSOR may utilize the default under the lease to declare a default under the purchase agreement, SPONSOR will obtain an order of eviction or other judgment or order from a court or other agency of competent jurisdiction against lessee unless lessee has vacated the Unit.

11) This agreement may not be assigned, and may not be changed, except by signed, written instrument. This agreement is the entire agreement between the parties as regards use and occupancy of the apartment pending closing.

12) As of the date hereof PURCHASER confirms that all work required to be done in or about the subject apartment has been completed; and that in all respects PURCHASER agrees to accept the apartment in "as is" condition; subject to the "punch list", if any, attached hereto.

13) Smoking and/or use of electronic cigarettes is prohibited in all indoor and outdoor Common Element areas on the Property. This policy shall apply to all Unit Owners and tenants and their respective invitees as well as other persons on the premises.

14) If any term of this agreement differs from the Offering Plan as accepted for filing by the Attorney General of the State of New York, the offering plan shall be controlling.

IN WITNESS WHEREOF, the parties hereunto set their hands this day of , 202__.

BY:_____
SPONSOR

_____

CERTIFICATIONS

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS

The Department of Law of the State of New York
28 Liberty Street
New York, New York 10005

Attention: Real Estate Financing Bureau

Re: The 10 Quincy Street Condominium
10 Quincy Street
Brooklyn, New York

Sponsor: Dari Development LLC

To Whom It May Concern:

We are the Sponsor and a principal of the Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereinafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I/we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representations or statements made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR: Dari Development LLC

By: (X) _____
David Rivlin, Principal

(X) _____
David Rivlin

Affirmed before me this
1 day of March, 2021

_____
Notary Public

JACOB LEBOVICS
Notary Public, State of New York
Reg. No. 02LE6403911
Qualified in Kings County
Commission Expires 2/10/2024

JEFFREY KAMEN · ARCHITECT
33 BOND STREET · NEW YORK, NY 10012 TEL: 212 982-5112 · FAX: 212 358-0673
email: kamenra@att.net

**CERTIFICATION BY SPONSOR'S ENGINEER/ARCHITECT
PURSUANT TO SECTION 20 OF THE REGULATIONS
ISSUED PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED**

Department of Law of the State of New York
28 Liberty Street
New York, NY 10005

Attn.: Real Estate Finance Bureau

Re: 10 Quincy Street, Brooklyn, NY

The Sponsor of the Offering Plan to convert the captioned property to Condominium Ownership retained our firm to prepare a report describing the construction of the property (the Report). I visually inspected existing portions of the property, if any, on August 11, 2021 and the building plans and specifications prepared by myself and dated (Approved 10/30/2019) and prepared the Report dated December 19, 2021 a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I am a registered architect in the State in which the property is located. I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made. I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;

(ii) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment 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 examined;

(iii) does not omit any material fact;

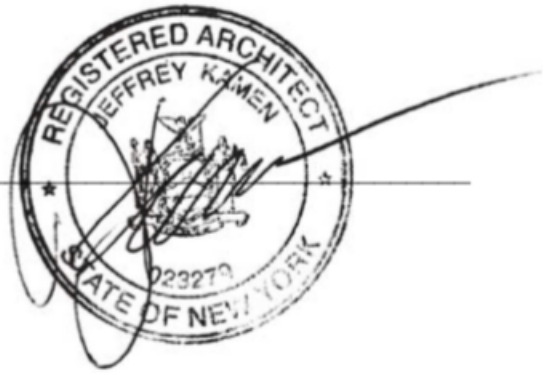
(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statements made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing this Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.



Sworn to before me this
19th day of December , 2021

Notary Public

BERNARD BENNEDICT GROSS
NOTARY PUBLIC, STATE OF NEW YORK
NASSAU COUNTY
LIC. #01GR6234478
COMM. EXP. 1/22

M&T Sales and Design Inc.
37 Wilder Road
Monsey, NY 10952

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

Department of Law of the State of New York
Real Estate Financing Bureau
28 Liberty Street
New York, New York 10005

Re: 10 Quincy Street

Brooklyn, New York

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B and Schedule B-1 containing projections of income and expenses for the first year of condominium operation. I have the following experience:

I have been engaged in the real estate business for over five (5) years in the State of New York, during which time I have been involved in the purchase, sale, and management of real property. My management experience includes the following residential/Commercial buildings and/or condominiums/ cooperatives: 66 Pearl Street, New York, NY; 17 West 20th Street, New York, NY; and 80 Richards Street, New York, NY; 45 Beekman Street, New York, NY; 2279 3rd Avenue, New York, NY; 1625 Coney Island Avenue, Brooklyn, NY.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in 13 NYCRR Part 20 insofar as they are applicable to Schedule B and Schedule B-1.

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience in managing residential buildings.

I 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 or condominium operation.

I certify that the Schedules:

(I) sets forth in detail the projected income and expenses for the first year of condominium operation;

(II) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(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; and

(VII) does not contain any representation or statement which is false, where I:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statement made.

I further certify that I am not owned or controlled by the Sponsor. I understand that a copy of this Certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of cooperative operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

M&T Sales and Design Inc.

By: _____
Tzvee Rotberg

Affirmed to before me this
16 day of December 2021

_____
Notary Public

Esther B Kertz
Notary Public State of NY
County of Rockland
Reg # 01KA6038357
Exp 3/6/24