COMMERCIAL CONDOMINIUM OFFERING PLAN
FOR THE SALE OF CONDOMINIUM UNITS

IN

HENRY 824 CONDOMINIUM

824 56th Street
Brooklyn, New York 11220

7 Community Facility Units	$ 5,276,000.00
TOTAL OFFERING PRICE	$ 5,276,000.00

Sponsor & Selling Agent

Henry 824 LLC
824 56th Street
Brooklyn, NY 11220

Sponsor's Attorney

Lawrence (Lixin) Yang, Esq.
Lawrence Lixin Yang, P.C.
136-20 38th Avenue, Suite 10E
Flushing, New York 11354
Tel.: (718) 886-7999
Fax.: (718) 886-7996

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

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS, SEE PAGE 1

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

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

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PART I

SECTION A SPECIAL RISKS

1. Sponsor's Unconditional Right to Rent Units

The Sponsor is reserving an unconditional right to rent rather than sell units. Because the Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more units than the fifteen percent (15%) of the units, to declare the Plan effective, and owner-occupants may never gain effective control and management of the Condominium. (See Subsection 4(a) of this Section A "Special Risks" and Section B "Introduction" Subsection 1(b) in Part I of the Offering Plan.)

2. Construction Financing and Partial Release of Lien

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

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

2-a. Warranty for the Roof and Cost of Repair

(a) (i) (A) There is one (1) year warranty from the contractor for labor and material. There is no bond or guarantee of warranty issued by the roof installer or the manufacturer. Prospective purchasers are advised that the Sponsor is NOT providing NDL Manufacturer's Warranty for the roof of the Condominium (See Section EE "Description of Property and Specifications" Paragraph H (7) in Part II of the Offering Plan). **This is a red flag, indicative that most likely the roofing membrane and appurtenances were not installed in accordance with the manufacturer's specifications.** As such, premature deterioration & replacement of the roof membrane may be anticipated.

(B) Nonetheless, during construction, Sponsor and/or its site supervisor will supervise the installation work and ensure that roofing membrane and appurtenances are installed in accordance with the manufacturer's specifications and requires the contractor to correct improper installation, if any.

(ii) Sponsor's obligation, regardless of any limitations in the warranty or in this offering plan, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

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

(See Section D "Description of Property and Improvements" Subsection

1(j), in Part I of the Offering Plan.)

3. Initial Sponsor Control Period

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

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

(See Section S "Control by the Sponsor" Subsection 1(a) and (b) in Part I of the Offering Plan.)

4. Control by Sponsor

(a) Purchasers of units should note that the By-Laws of the Condominium do not require that after the Initial Sponsor Control Period, which period shall not extend beyond two (2) years after the closing of title to the first unit, a majority of the Board of Managers must be commercial owner-occupants who are unrelated to the Sponsor and its principals. This means that the purchasers for their own use may never gain control of the Board of Managers under the terms of this Plan. Commercial owner-occupants and owners for investment, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase for their own use as opposed to as an investment. (See Section S "Control by the Sponsor" Subsection 1(c) in Part I of the Offering Plan.)

(b) Purchasers of units should further note that as the Sponsor has the unconditional right to rent units, all of the units may never be sold. (See Section R "Rights and Obligations of the Sponsor" Subsection 16 (b) in Part I of the Offering Plan.)

5. Power of Sponsor over Board of Managers

(a) While the Sponsor is in control of the Board of Managers, the Board may take additions, alterations, or improvements to the common elements costing in excess of $50,000.00 or enter into service or maintenance contracts the duration of which will extend more than a year after the Sponsor loses control of the Board of Managers, only with the approval of a majority of the unit owners, excluding the Sponsor, voting at duly held meeting of the unit owners. (See Section S "Control by the Sponsor" Subsection 3 in Part I of the Offering Plan.)

(b) Sponsor may exercise veto power as described herein for so long as Sponsor owns units representing twenty-five percent (25%) or more in common interest or five (5) years after the closing of the first unit, whichever occurs sooner, whether or not Sponsor voluntarily relinquishes control of the Board: (i) make any addition, alteration or improvements to the common elements costing cumulatively more than $50,000.00, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any common charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire any employee in addition to the employees referred to in the Plan of condominium ownership, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date the said Plan is declared effective, or (v) borrow money in excess of $50,000.00 on behalf of the Condominium, or (vi) take any action which impairs Sponsor's sales program or continued use of the Condominium property in connection with such program, or (vii) increase or reduce the services of maintenance set forth in Schedule B. (See Section S "Control by the Sponsor" Subsection 4 in Part I of the Offering Plan.)

(c) Notwithstanding anything stated above, Sponsor may not exercise veto power over expenses described in Schedule B or over expenses required to: (i) comply with applicable laws or regulations, or (ii) remedy any notice of violation, or (iii) remedy any work order by an insurer or (iv) for any matter affecting the health and/or safety of the occupants of the building. (See Section S "Control by the Sponsor" Subsection 3 in Part I of the Offering Plan.)

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

So long as the Sponsor has any unsold units remaining, no amendment to the By-Laws or the Declaration affecting the rights of the Sponsor shall take place without the written consent of the Sponsor. (See Section S "Control by the Sponsor" Subsection 1(d) in Part I of the Offering Plan.)

7. Contribution to Working Capital Fund

At the closing, the Purchaser will be required to pay an amount equal to one (1) month's common charge as a contribution to the Condominium's Working Capital Fund. This contribution will not be credited against regular assessments. (See Section Y "Reserve Fund" Subsection 2 in Part I of the Offering Plan.)

8. Default by Purchaser

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

(b) The Purchase Agreement provides that if the purchaser shall fail to pay any portion of the Total Purchase Price when due, fail to close title on the Closing Date, or fail to perform any of purchaser's other obligations under the Purchase Agreement,

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

9. Management by Sponsor

(a) The Sponsor shall handle all management requirements as a Management Agent at an annual fee of $4,895.40 for the first two (2) years of the condominium operation commencing upon the conveyance of the first unit. Such management fee to be collected by the Sponsor is ten percent (10%) of the total common charges. The projected cost for management of the condominium is neither greater than nor substantially less than the prevailing cost (ranging from four percent (4%) to twelve percent (12%)) which would be charged for such services. 13 NYCRR §20.3(h)(4)(ix). Such arrangement may not be canceled at least for one (1) year. After one (1) year, either the Board of Managers or the Sponsor may terminate such arrangement upon sixty (60) days written notice to the other (See Section Z "Working Capital Fund" in Part I of the Offering Plan). However, while Sponsor controls the Board, it is unlikely that the condominium will terminate the management agreement with Sponsor.

(b) Potential purchasers are advised that the officer of the Managing Agent, Mr. Ming Wu Yuan, also principal of the Sponsor, has over ten years' experience in managing condominium and/or apartment buildings. (See Section Z "Working Capital Fund" in Part I of the Offering Plan.)

10. Sponsor's Fund for Certain Payments

(a) The Sponsor shall be obliged to pay all common charges, special assessment and real estate taxes with respect to unsold units. The Sponsor has net worth sufficient to meet all of such obligations. No bond of security will be posted to secure the Sponsor's obligation to pay common charges and assessments, but the Sponsor will secure the fund for payment of such charges by depositing $8,159.00 which is the amount equal to approximately two (2) months of the 1st year common charges into an escrow account of the Sponsor's closing attorney, Lawrence Lixin Yang, P.C., after the closing of the 1st unit. However, no bond or other security will be posted to secure such Sponsor's obligation. The deposit of such funds will be disclosed in the initial post-closing amendment. (See Section R "Rights and Obligations of The Sponsor" Subsection 8 in Part I of the Offering Plan.)

(b) Purchasers should note that it is a special risk that less than $5,000.00 has been allocated to the budget for legal fees. (See Section G, Footnotes to Schedule B: Budget for First Year of Condominium Operation, Note 8 in Part I of the Offering Plan.)

11. Effectiveness of the Offering Plan

(a) The Sponsor may declare the Plan effective by selling a minimum of fifteen percent (15%) of the units, or two (2) units, in the building. If the plan is declared effective with a minimum number of sales, it is possible that the sponsor may be able to create a condominium although it is not guaranteed that all purchasers counted towards effectiveness will ultimately close title to their units.

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

(See Section O "Effective Date" in Part I of the Offering Plan.)

12. Financing the Purchase of a Unit

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

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

(b) If Purchaser desires to make his or her or its obligations under the Purchase Agreement contingent upon obtaining a commitment for financing or actual financing for the purchase of the Unit, he or she or it may do so by executing a Mortgage Addendum as attached to the Purchase Agreement. Under the Mortgage Addendum, Purchaser will have forty-five (45) days after receipt of a fully executed copy of the Purchase Agreement to obtain a commitment for financing. In the event that Purchaser is unable to obtain such commitment after a good faith effort, either party may rescind the contract. Sponsor reserves the right to grant Purchaser reasonable extensions of said period of time. But Purchaser must notify Sponsor in writing within seven (7) calendar

days by certified mail, return receipt requested, if Purchaser is unable to obtain the commitment.

(c) Note that under New York Law, when a mortgage contingency is not fulfilled through no fault of purchaser, performance is excused. Sponsor may not condition purchaser's obligations upon obtaining a commitment. If purchaser acts in good faith and lender revokes commitment after the contingency period expires, performance is excused.

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

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

(f) It is a special risk for Purchaser if Purchaser should fail to execute the Mortgage Addendum, in which case, his obligation to consummate the purchase transaction will NOT be contingent upon obtaining financing. (See this Subsection 12 (a) (ii) above.)

(See Section M "Procedure to Purchase" Subsections 27 to 31, in Part I, and Section BB "Mortgage Addendum to Purchase Agreement" in Part II of the Offering Plan.)

13. Refund of Funds Used for Upgrades or Extras

All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account. However, purchasers should note as a special risk that such funds may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrade or extra. As a result, in the event a purchaser is entitled to rescission, the purchaser will not receive a refund of any funds used for upgrades or extras to the extent expended. However, a purchaser is entitled to a full refund of such funds, even those funds already expended, in the event the plan is abandoned. (See Section M "Procedure to Purchase" Subsection 6 in Part I of the Offering Plan.)

14. Real Property Transfer Taxes

(a) It is Sponsor's statutory obligation to pay real estate transfer taxes. The New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax are normally the expenses of the Seller; however, by contractual arrangement they will be paid by the Purchaser.

(b) The New York State Tax Law Section 1404(a) (the "Amended Tax Law"), which became effective as of July 1, 2021, has amended, inter alia, the calculation of New York State Real Estate Transfer Tax that is paid by the purchaser with respect to the consideration. Under the Amended Tax Law, when a Purchaser assumes the obligation to pay the New York State Real Estate Transfer Tax pursuant to a contract between the Seller and Purchaser, the amount of such tax shall be excluded the calculation of consideration subject to tax.

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

(See Section Q "Unit Closing Costs and Adjustments" Subsection3 in Part I of the Offering Plan.)

15. Certain Closing Costs

At the closing of each unit, the purchaser will be required to pay the Sponsor/Seller's attorney closing fee of $3,000.00. There will be an additional $350.00 attendance fee if the purchaser desires to have the closing other than at the office of the Sponsor/Seller's Attorney. At closing the purchaser is also expected to pay the amount equal to one (1) month common charges as contribution to Working Capital Fund. For a complete explanation of closing costs associated with the transfer of title to the Units, see Section Q "Unit Closing Costs and Adjustments" in Part I of the Offering Plan for details. The closing costs are in addition to the purchase price of each unit.

16. Commencement and Completion of Construction

(a) (i) Construction had commenced and excavation had begun in good faith on the basis of approved building plans on or about March 16, 2016 (See Exhibit C-4 for a copy of the "Start of Construction Affidavit" from the architect and a copy of the Permit History from DOB). Sponsor anticipates that a Temporary Certificate of Occupancy will be issued on or about April 30, 2026, or as soon as feasible thereafter and that construction will not be completed until after the end of the first year of condominium operation. (i.e., the Final Certificate of Occupancy will issue after July 1, 2027 and before December 31, 2027.)

(ii) The significant delays on the construction progress have been caused to numerous changes of architects and general contractors, both of which went up to four times, as well as stop-work orders issued by the DOB.

(b) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a Final Certificate of Occupancy (Hereinafter the "FCO") covering the entire building, but with only a Temporary Certificate of Occupancy (Hereinafter the "TCO"), and sometimes with several successive Temporary Certificates of Occupancy. Certificates of

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

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

17. Risk of Loss and Insurance

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

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

(c) It is a special risk if Purchaser enters into possession of the contracted-for-unit under an Interim Lease prior to closing in which case, Purchaser assumes the risk of loss for property not covered by the insurance for the units and for any Purchaser who

enters into possession before closing. It is recommended that Purchaser obtain insurance for his/her personal property.

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

(See Section M "Procedure to Purchase" Subsections 34 through 37 in Part I of the Offering Plan.)

18. Condominium Power of Attorney

At the time of closing, the purchaser is required to sign a Power of Attorney to the Board of Managers of the Condominium, appointing the members of the Board of Managers as Attorneys-In-Fact to carry out any of the provisions of the Offering Plan including acquisition, leasing, or sale of the Units by the Board of Managers pursuant to Declaration and By-Laws of the Condominium and filing the amendments to the Declaration of Condominium. A form of Power of Attorney is included in Part II, Section CC of this Plan. If the purchaser refuses to sign the Power of Attorney, the purchaser will be held in default under the Purchase Agreement (See Section M "Procedure to Purchase" Subsection 40 in Part I of the Offering Plan).

19. Limit of FDIC Insurance

The money deposited into escrow account by a purchaser under the Purchase Agreement in excess of $250,000.00 will not be federally insured for the portion in excess of $250,000.00. Furthermore, if purchasers have accounts at the same bank as sponsor's account that holds escrowed funds, purchaser funds at the escrow bank factor into the $250,000.00 insurance limit. (See Section M "Procedure to Purchase" Subsection 4 in Part I of the Offering Plan.)

20. ICAP Tax Exemption

Sponsor intends to apply for ICAP benefits for the condominium and will and use its best efforts to do so, but there is no guarantee that such benefits will be granted. Purchasers will NOT be entitled to rescission if the benefits are not obtained. (See Section X Opinion of Counsel Subsection 4 in Part I of the Offering Plan.)

21. Unit Square Footage in Schedule A

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

which separate a Unit from corridors, stairs and other common or mechanical equipment spaces.

(b) The common elements on each floor, such as hallway, corridor and/or stairway, are not included in the net square footage. The limited common elements such as balconies and/or terraces are shown in Column 2(b). The gross square footage (1) shown in Column 2(c) is the sum of the net square footage and the limited common elements such as balconies and terraces to which only the Unit Owner is accessible (See Section A "Special Risks" in Part I of the Offering Plan). The gross square footage (1) shown in Column 2(c) are not based upon the measurements from interior surfaces of the interior walls, and the actual area compromising the unit is substantially less than the area listed in both Columns 2(c) in Schedule A. The measurements are approximate within reasonable tolerances.

22. No Insurance for Officers' and Directors' Liability

The budget provided in Schedule B of Section G does not include the insurance premium for officers' and directors' liability coverage. The additional annual premium for such coverage is currently estimated to be around $600.00 by ABC Insurance Agency Inc, an insurance brokerage firm with an office at 41-25 Kissena Boulevard, Suite 110, Flushing, NY 11355.

23. No Reserve Fund in Budget

The current budget does not include a Reserve Fund, which is a special risk. If major capital repairs are needed, it might be necessary for a possible special assessment and/or increase in common charges (See also this Section A "Special Risks" Subsection 25, in Part I of the Offering Plan below).

24. Limitation on Use of the Working Capital Fund

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

25. No Fund for Major Capital Improvements

Since no fund is being provided for major capital improvements, it is a special risk that the need for such improvements might result in an increase in common charges and/or special assessment (See Section G "Budget for First Year of Condominium Operation" Subsection 11(a), Footnotes to Schedule B, in Part I of the Offering Plan).

26. Intentionally deleted.

27. Intentionally deleted.

28. Limitation on Use of Balconies/Terraces

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

29. Intentionally deleted.

30. First Closing of the Unit and Possible Delays

(a) The Sponsor anticipates that the first closing of the Unit will occur on or about July 1, 2026. Purchasers will be offered a right of rescission if the actual date of closing of title to the first Unit occurs later than July 1, 2027, i.e., twelve (12) months after the projected date for the closing of title to the first Unit. If the Plan is amended to provide a later projected date for the first closing, purchasers who enter into purchase agreements after the amendment is accepted for filing will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date (See Section M "Procedure to Purchase" Subsection 25 in Part I of the Offering Plan).

(b) However, even if the first closing occurs on or before July 1, 2026, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchaser Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain.

(c) Furthermore, Purchasers should note that even if the first closing occurs on or before July 1, 2026, (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into) or within the twelve (12) month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In such case, provided that sponsor is diligently pursing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against the sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

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

31. Interim Lease

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

(b) Furthermore, an uncured default under the Purchase Agreement shall be considered as a default under the interim lease. The interim lessee must vacate the Unit within thirty (30) days after a default under the Purchase Agreement or rescission of the Purchase Agreement by the Lessee. The Lessee's default under the lease, if such defaults are not cured by the time of closing, shall be considered as default under the Purchase Agreement (See Section L "Interim Leases" Subsection 1 in Part I of the Offering Plan).

32. Unit Owner's Right to Mortgage

A Unit owner shall have the right to mortgage or encumber his Unit provided that such mortgage or encumbrance is made to a mortgagee as defined in Section C, Definitions in Part I of the Offering Plan (See Section U "Rights and Obligations of The Unit Owners and The Board of Managers" Subsection 3 in Part I of the Offering Plan).

33. Right to Subdivide and Restrictions on Use of Community Facility Units

Prospective purchasers are advised that the community facility unit owner(s) has the right to subdivide the unit. (13 NYCRR. § 20.3(j)(3)) Furthermore, if NYC Zoning Code is amended in the future with respect to the zoning district in which this condominium building is located (such as through local zoning authority, community board, and/or upon application of condominium Board of Managers on behalf of all unit owners), the community facility unit(s) is not restricted to its proposed use, but the usage of the community facility and/or commercial space that is commonly considered offensive, such as pornography stores, massage parlors, drug treatment facilities, homeless shelters, is not permissible. (See Section J "Community Facility Units" Subsections 3 and 4 in Part I of the Offering Plan.)

34. Financing from a Second Lender

Purchasers should further note that Sponsor may grant Purchaser the right to obtain financing from a second lender if Purchaser so requests, but it will entail further costs and an additional waiting period. It is a special risk for Purchaser. (See Section M "Procedure to Purchase" Subsection 29 in Part I of the Offering Plan.)

35. Sponsor's Right to Adjourn Closing

At or prior to closing, all liens affecting the Unit to be closed and its undivided common interest will be discharged or a partial release obtained and duly recorded as required by Section 339-R of the Condominium Act. Sponsor shall have the right to

extend the closing for a period not to exceed nine (9) months, calculated from the issuance of a Temporary Certificate of Occupancy, if applicable, in order to obtain and be able to convey marketable title. If at the end of such nine (9) months period, Sponsor is still unable to satisfy aforementioned condition, Purchaser shall be entitled to terminate the Purchase Agreement upon ten (10) days' written notice. Furthermore, Purchaser shall be entitled to a return of all down payments and interest, if any, thereon plus the reasonable cost incurred for any title searches or survey. The foregoing shall not limit or affect any other rights of rescission provided to the Purchaser in this Plan or under law. (See Section P "Terms of Sale" Subsection 5 in Part I of the Offering Plan.)

36. Warranties

Sponsor will assign to the Purchaser upon closing of title to his Unit and the Board of Managers upon the recording of the Declaration as applicable, warranties, if any, or manufacturers and subcontractors warranties relating to heating, electrical work, plumbing and appliances, as well as bonds relating to the Purchaser's unit of the common elements respectively, if any.

(See Section P "Terms of Sale" Subsection 12(a)(xvii) in Part I of the Offering Plan.)

37. Tax Cuts and Jobs Act of 2017

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes. Purchasers should not rely on any representations in this offering plan addressing taxes without first consulting a tax expert. (See Section X "Opinion(s) of Counsel" Subsection 1 in Part I of the Offering Plan.)

38. Waiver of Jury

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

39. Amenities

There are no amenities annexed to the Condominium Building.

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

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

41. Condominium Smoking Policy

(a) Upon commencement of the condominium operation, the Board of Managers of the Condominium shall, in compliance with the City of New York Administrative Code § 17-501. et al (the Smoke-Free Air Act) and the New York State Department of Law regulations, adopt a condominium smoking policy substantially in the form as Section NN "Condominium Smoking Policy" in Part II of the Offering Plan.

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

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

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

(See Section U "Rights and Obligations of The Unit Owners and The Board of Managers" Subsection 21 in Part I, Sections AA "Purchase Agreement", HH "Condominium By-Laws" and MM "Form Condominium Unit Interim Lease" in Part II, of the Offering Plan.)

SECTION B INTRODUCTION

1. Sponsor and Offer to Sell

(a) Henry 824 LLC, a New York limited liability company with an office at 824 56th Street, Brooklyn, NY 11220 (Hereinafter the "Sponsor"), with this offering plan (Hereinafter the "Offering Plan" or "Plan"), offers for sale commercial condominium units (Hereinafter the "Unit(s)") in one six (6) story Building with basement being constructed at 824 56th Street, Brooklyn, NY 11220 (Hereinafter the "Condominium" or the "Building"). The Building is a newly constructed Building and will contain seven (7) community facility units with no parking. The proposed uses of community facility units are for Ambulatory Diagnostic Treatment & Care. All Units in the Condominium are hereby offered for sale. On April 8, 2014, the Sponsor acquired title to the property on 824 56th Street, Brooklyn, NY 11220. The community facility units are to be used for proposed purposes respectively. However, they may be converted into commercial units (See Section A Special Risks, Subsection 33 and Section J "Community Facility Units" Subsection 4 in Part I of the Offering Plan).

(b) (i) The Sponsor is reserving an unconditional right to rent rather than sell units. Because the Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more units than the fifteen percent (15%) necessary to declare the Plan effective.

(ii) Potential Purchasers should note that commercial owner-occupants and owners for investment, including sponsor, may have inherent conflicts on how the condominium shall be managed because of their different reasons for purchasing, i.e., purchase for their own use as opposed to as an investment. 13 NYCRR §20.3(c)(2).

(c) Sponsor has sufficient funds to complete the construction of the Condominium and did not obtain a construction loan from any lender. (See Section B, Subsection 1(c), Section P, Subsection 16(b) in Part I of the Offering Plan.)

2. Condominium Smoking Policy

(a) Upon commencement of the condominium operation, the Board of Managers of the Condominium shall, in compliance with the City of New York Administrative Code § 17-501. et al (the Smoke-Free Air Act) and the New York State Department of Law regulations, adopt a condominium smoking policy substantially in the form as Section NN "Condominium Smoking Policy" in Part II of the Offering Plan.

(b) Pursuant to the condominium smoking policy, smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium: (1) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access; (2) all indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to

which that the owner of the Unit and/or its Tenant may have access; (3) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant; and (4) all outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

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

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

3. General

(a) Sponsor recommends that all prospective purchasers thoroughly read this offering plan before making a final commitment. Parts I and II together with all Exhibits constitute the entire Offering Plan and contain the detailed terms of the transaction. All the documents referred to in this Offering Plan are important. All the exhibits or documents referred to herein have been submitted to the New York State Department of Law, located at 28 Liberty Street, 21st Floor, New York, NY 10005-1413 in connection with the filing of this Plan, and are available there for inspection. Such exhibits and documents are also available for inspection without charge and for copying at reasonable charge to prospective purchasers and their attorneys at the office of the Selling Agent and also at the New York State Department of Law.

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

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

4. Submission of Property to Condominium Statute

The condominium is subject to and complies with the New York Condominium Act regulating condominiums in New York. A Declaration submitting the property to

Article 9-B of the Real Property Law (Hereinafter the "Condominium Act") and By-Laws will be recorded prior to conveyance of title to the first Unit by the Sponsor. The Declaration and By-Laws will be exactly the same to those set forth in this Plan or its Amendments, if the plan is amended. This plan and the accompanying documentation should be carefully studied by prospective purchasers and their attorneys prior to the purchase of a Unit. The prices have been set by the Sponsor alone and are not subject to review or approval by the Department of Law or any other government agency.

5. Features of Condominium Ownership

(a) Ownership of a condominium is similar to ownership of any real property which is used for commercial and/or community facility purpose. The purchaser of a Unit (Hereinafter the "Unit Owner" or "Purchaser") will own, in fee simple absolute, all of the interior space of that particular Unit. The exterior walls and space within the walls, roof and all of the land and improvements which are located outside of the Unit itself are owned in fee simple absolute in common, by the owners of all the Units. Each Unit owner is entitled to exclusive possession of his/her/its Unit together with an interest in and right to use the common elements, and an exclusive right to the limited common elements (See Section C "Definitions" Subsections 7 and 14 in Part I of the Offering Plan).

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

(c) Each Unit will be taxed separately for real estate purposes, and consequently no Unit Owner is responsible for the payment of real estate taxes on any other Unit, or for payment of any mortgage obligations of any other Unit.

(d) A Unit Owner is required to pay monthly common charges in proportion to his/her/its share of ownership in the common elements assessed by the Board of Managers for the operation and maintenance of the Condominium pursuant to Section 339-i and Section 339-m of the New York Condominium Act. Casualty and liability insurance, electricity for lighting in the common areas of the Building, water and sewer charge for the entire Building, wages for the superintendent and the cost of maintenance and repair of the common elements are included with other expenses as part of the common charges (See Section F "Offering Prices and Related Information: Schedule A" in Part I of the Offering Plan). However, casualty and liability insurance for the purchaser's personal effects and the interior of a Unit should be carried by the individual Unit Owner. Each Unit will be responsible for the cost of repairs and decoration of the

interior of his Unit, as well as the initial installation of any fixtures or improvements. A separate electricity and gas meters will be installed for each Unit, and each Unit Owner will receive his/her/its own utility bills. Sponsor may install a sub-meter for each Unit to register its water consumption. In such event, Unit owners will be billed by the Board of Managers for their water and sewer charge. Common charges are levied in proportion to the interest in the "common elements" appurtenant to each Unit. For possible increases in common charges upon default in payment by a Unit Owner, see Section U "Rights and Obligations of The Unit Owners and The Board of Managers" Subsection 4 (e) for lien for non-payment of Common Charges. Units can be sold or leased by a Unit Owner subject to the right of first refusal by the Board of Managers (See Section U "Rights and Obligations of The Unit Owners and The Board of Managers" Subsection 1 in Part I of the Offering Plan for details).

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

(f) Sponsor is reserving an unconditional right to rent rather than sell. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more units than the fifteen percent (15%) necessary to declare the Plan effective, and commercial owner-occupants may never gain effective control of management of the Condominium. (See this Section B "Introduction" Subsection 1, in Part I of the Offering Plan above).

(g) If Sponsor makes a Bulk Sale (See Section C Definitions Subsection 2 in Part I of the Offering Plan) of all or some of its unsold units, the transferee successor sponsor is bound by the Sponsor's representation regarding its commitment to sell Units.

(h) All Purchasers shall note that the Condominium Board does not have the right to approve or disapprove Purchasers, there is no limit on the number of owners who may purchase for investment rather than for personal occupancy, and there may always be a substantial percentage of owners who are non-resident.

SECTION C DEFINITIONS

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

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

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

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

4. "Buildings" means the multi-unit commercial structures located at 824 56th Street, Brooklyn, NY 11220, which will comprise the Units and Common Elements of Henry 824 Condominium.

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

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

6-a. "Commercial Unit" means a unit designated for business or commercial purposes, such as a retail store and general office.

6-b. "Community Facility Unit" means a unit designated for community service purposes, such as recreation room, daycare, senior center, and school.

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

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

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

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

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

12. "Condominium" means the Units and Common Elements constituting the Condominium located at 824 56th Street, Brooklyn, NY 11220. The words Property and Henry 824 Condominium shall be used interchangeably and shall have the same meanings as the term Condominium as defined above.

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

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

15. "Condominium Property" means and includes all lands that are subjected under the Declaration to a Condominium form of ownership, including the Condominium Building, the Units, the Common Elements, and the Limited Common Elements.

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

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

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

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

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

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

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

23. Intentionally deleted.

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

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

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

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

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

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

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

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

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

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

34. "Offering Plan" means the offering statement, prospectus and literature that consist of two parts which contain all the material terms and conditions for the offer and

sale to potential purchasers or investors of the condominium unit or units together with Common Elements and/or Limited Common Elements in the Condominium to be built and established at 824 56th Street, Brooklyn, NY 11220.

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

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

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

38. "Purchaser" means an individual or entity that has entered into a Purchase Agreement with Sponsor to purchase one or more Units in the Condominium.

39. "Purchase Agreement" means an agreement or contract between an individual or entity and Sponsor that contains the terms and conditions for the sale and purchase of one or more Units in the Condominium.

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

41. Intentionally deleted.

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

43. "Sponsor" means the entity or individuals who have made investment in constructing the Condominium. In this Offering Plan, it refers to Henry 824 LLC, an entity maintaining its principal office at 824 56th Street, Brooklyn, NY 11220.

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

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

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

SECTION D

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

1. The Condominium, Amendments or Alterations

(a) The Condominium will be located on the property containing a floor area of approximately 7,746 square feet, including the basement floor at 824 56th Street, Brooklyn, NY 11220. The building is in the zoning district(s) of R6, which permits the uses for community facility unit(s).

(b) The Condominium is a newly constructed building and consists of one six (6) story building plus cellar being constructed at 824 56th Street, Brooklyn, New York. The building will contain seven (7) community facility units. Units 2A has access to a terrace. The terrace is considered as limited common elements and is accessible to the respective Unit Owner(s) only. There are not roof terrace or recreation space on the roof top accessible to all the Unit Owners. All the Units in the Building are hereby offered for sale. The community facility unit(s) may be used for day care and/or treatment health care facility, and may also be converted into community facility unit(s) and/or commercial unit(s), or vice versa, when the zoning regulations are changed for this neighborhood (See Section J "Community Facility Units", Subsections 3 and 4, in Part I of the Offering Plan). The Condominium contains one elevator for the use of the cellar through 8th floor of the Building.

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

(d) The offering price for the Unit(s) includes the major fixtures and appliances such as bathroom fixtures and partition walls (See Section EE "Description of Property and Specifications" in Part II of the Offering Plan).

(e) The community facility units are equipped with photoelectric smoke detectors. The building will have an automatic smoke detection and sprinkler fire alarm system. A fire alarm control panel will be located on the 1st floor community facility lobby area. Community facility unit owners are responsible for maintaining the smoke detectors and the Condominium Board of Managers will be responsible for maintaining the sprinkler fire alarm system.

(f) (i) Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures, layouts and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth therein or in Section EE in Part II of the Plan, materials, appliances, equipment and fixtures of Equal or Better Quality; provided only that any necessary approval of any governmental authority having jurisdiction thereover is first obtained. However, Sponsor may not change the size, location of buildings or units, other improvements or common elements, if such changes

affect the percentage of common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected unit owners and contract vendees' consent in writing to such change. Except as otherwise provided herein, any or all of the foregoing amendments or changes may be made without prior notice to unit owners and/or contract vendees.

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

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

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

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

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

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

(ii) Sponsor will require a Purchaser-in Contract to close title with a TCO (See also Section P "Terms of Sale", Subsection 1 in Part I of the Offering Plan). In the event that Sponsor or the Board of Managers allows any construction work to be conducted while the Condominium Building is occupied, a tenant protection plan shall be put in place.

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

(i) All said additional work a purchaser desires for his/her/its Unit must be performed either by a contractor designated by Sponsor or a contractor approved by Sponsor, which approval shall not be unreasonably withheld or delayed, and which contractor will not employ any person or means that may cause labor disturbances or stoppages in the work of the Building employees or other contractors or subcontractors employed in the Building or at the Property. All units and amenities are expected to be completed after July 1, 2027 and before December 31, 2027.and Sponsor shall complete the construction in accordance with all applicable zoning laws, regulations, codes and any other governmental requirements. Sponsor anticipates to obtain a Temporary Certificate of Occupancy on or about April 30, 2026. No Unit will close before a Temporary Certificate of Occupancy is obtained.

(j) (i) (A) (I) There is one (1) year warranty from the contractor for labor and material. There is no bond or guarantee of warranty issued by the roof installer or the manufacturer. Prospective purchasers are advised that the sponsor is NOT providing NDL Manufacturer's Warranty for the roof of the Condominium (See Section EE "Description of Property and Specifications" Paragraph H (7) in Part II of the Offering Plan). **This is a red flag, indicative that most likely the roofing membrane and appurtenances were not installed in accordance with the manufacturer's specifications.** As such, premature deterioration & replacement of the roof membrane may be anticipated.

(II) Nonetheless, during construction, Sponsor and/or its site supervisor will supervise the installation work and ensure that roofing membrane and appurtenances are installed in accordance with the manufacturer's specifications and requires the contractor to correct improper installation, if any.

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

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

2. Easements

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

SECTION E LOCATION AND AREA INFORMATION

1. The Condominium property is located on 56th Avenue between 8th Avenue and 9th Avenue, all of them are public roads in Brooklyn, Kings County, New York. It is about 0.9 miles southeast of Belt Parkway, about 0.7 miles northeast of 278 and about 2.5 miles southwest of New York State Route 27. The Condominium property is located in a R-6 zoning district which allows Class A multiple dwellings including condominiums and cooperative apartments commercial and community facility units. The subject property was previously residential vacant land. Both properties adjacent at the sides of the subject property are currently being used as a two-story building.

2. There is currently no project that has been or is being built by the Sponsor in the immediate vicinity, either adjacent to or in with one block radius of the subject condominium. To the best of the Sponsor's knowledge, up to now, there are no other development projects that have been publicly announced that will be adjacent to or directly across the street from the Condominium.

3. All surrounding areas are developed, and comprising of single and multiple dwellings, including condominiums and cooperative apartments, houses of worship, various retail stores, restaurants, banks, office buildings and public facilities. The major shopping area is about 0.5 miles away on 8th Avenue. This central location offers the availability and advantage of all the nearby conveniences.

4. The N, R, W Train of Metropolitan Transit Authority stops at 8th Avenue and 4th Avenue. The B70 bus stops along 8th Avenue, B9 buses stop along 60th Street, which are three blocks away from the Condominium.

5. The nearest elementary school is P.S. 105 The Blythebourne School, which is about 0.5 miles away located at 1031 59th Street, Brooklyn, NY 11219. The nearest Middle School is William McKinley Intermediate School 259, which is about 1.1 miles away located at 7305 Fort Hamilton Parkway, Brooklyn, NY 11228. The nearest High School is West Brooklyn Community High School, located at 1053 41st Street, Brooklyn, NY 11219, which is about 1.1 miles away from the Condominium.

6. Public services such as police and fire protection, street maintenance and water service are provided by the City of New York. There is a police station (New York City Police Department 70th Precinct) at 154 Lawrence Avenue, Brooklyn, NY 11230, located approximately 2.2 miles away and a fire protection station (FDNY Engine 241/Ladder 109) is located approximately 1.4 miles away at 6630 3rd Avenue, Brooklyn, NY 11220.

7. The hospitals in the vicinity of the Condominium are Maimonides Medical Center, located at 4802 10th Avenue, Brooklyn, NY 11219, which is approximately 1.0 miles away and NYU Langone Hospital Brooklyn, located at 150 55th Street, Brooklyn, NY 11220, which is approximately 1.0 miles away.

8. There is one park nearby, Sunset Park, which is 1.5 miles away from the

Condominium. Brooklyn Public Library - Bay Ridge Branch, located at 7223 Ridge Boulevard at 73rd Street, Brooklyn, NY 11209, is about 1.7 miles away from the Condominium.

SECTION F OFFERING PRICES AND RELATED INFORMATION

HENRY 824 CONDOMINIUM
824 56th Street
Brooklyn, NY11220
Schedule A
(July 1, 2026—June 30, 2027)

Unit No.	No. of Bedroom + Baths	Approx Square Footage	Terrace	Gross Square Footage	Offering Price	Percentage of Common Interest	Projected Est. Monthly Common Charges	Projected Est. Monthly Real Estate Taxes With ICAP Exemption	Projected Est. Monthly Real Estate Taxes Without ICAP Exemption	Projected Est. First Year's Monthly Carrying Charges With ICAP Exemption	Projected Est. First Year's Monthly Carrying Charges Without ICAP Exemption	Projected Est. Annual Real Estate Taxes With ICAP Exemption	Projected Est. Annual Real Estate Taxes Without ICAP Exemption	Projected Est. Post-Construction Annual Real Estate Taxes Without ICAP Exemption
	(1)	(2)(a)	(2)(b)	(2)(c)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
C1	0+0.5	1,172		1,172	$703,000.00	14.9255%	$608.89	$143.98	$543.29	$752.86	$1,355.14	$1,727.71	$6,519.44	$8,930.85
1A	0+0.5	1,269		1,269	$1,143,000.00	20.3691%	$830.96	$256.84	$969.17	$1,087.80	$1,849.38	$3,082.06	$11,630.02	$15,931.70
2A	0+0.5	957	519	1,476	$670,000.00	12.7980%	$522.09	$197.14	$743.89	$719.23	$1,161.97	$2,365.65	$8,926.68	$12,228.47
3A	0+0.5	957		957	$675,000.00	12.8948%	$526.04	$173.08	$653.12	$699.13	$1,170.76	$2,077.00	$7,837.48	$10,736.40
4A	0+0.5	957		957	$685,000.00	12.9868%	$529.80	$183.68	$693.12	$713.48	$1,179.11	$2,204.20	$8,317.46	$11,393.92
5A	0+0.5	957		957	$695,000.00	12.9929%	$530.05	$185.01	$698.12	$715.05	$1,179.67	$2,220.10	$8,377.46	$11,476.11
6A	0+0.5	957		957	$705,000.00	13.0329%	$531.68	$185.27	$699.12	$716.95	$1,183.30	$2,223.28	$8,389.46	$11,492.55
Total		7,226	519	7,745	$5,276,000.00	100.0000%	$4,079.50	$1,325.00	$4,999.83	$5,404.50	$9,079.33	$15,900.00	$59,998.00	$82,190.00

Note: 1.The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction/ rehabilitation is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction/ rehabilitation is complete. See Footnote 9 to Schedule A and Sections S and T for more information regarding the projected assessed valuation after completion of construction/rehabilitation.

2. The terrace is a limited common element and is non-habitable space the use of which as a bedroom or living room may result in a building code violation being issued for the building.

3. C1 is located on the cellar floor. It has all equipment necessary for its own use and with its own separate entry and exit.

FOOTNOTES TO SCHEDULE A

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

(b) The following are the Unit information:

Unit C1, 1A, 2A, 3A, 4A, 5A, and 6A:

Community Facility Unit(s)/Ambulatory Diagnostic Treatment & Care Facility

(c) Except Unit 2A, which has access to a terrace, none of the Units have access to either a balcony or terrace. The balconies/terraces are considered as limited common elements.

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

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

(ii) The common elements on each floor, such as hallway, corridor and/or stairway, are not included in the net square footage. The limited common elements such as balconies and/or terraces are shown in Column 2(b). The gross square footage (1) shown in Column 2(c) is the sum of the approximate square footage and the limited common elements such as balconies and terraces to which only the Unit Owner is accessible (See Section A in Part I of the Offering Plan). The gross square footage shown in Column 2(c) are not based upon the measurements from interior surfaces of the interior walls, and the actual area compromising the unit is substantially less than the area listed in Columns 2(c) in Schedule A. The measurements are approximate within reasonable tolerances.

(b) When measured horizontally, each Unit is defined to consist of the space from the outside of the window glass or concealed fireproofed structural members of the exterior wall to the center line of the drywall partitions or block partitions which separate the Unit from another Unit, or to the outside of the concealed masonry work or concealed structural members or to the surface of the drywall partitions which separate a Unit from

corridors, stairs and other common or mechanical equipment spaces. When measured vertically, each Unit is defined to consist of the space from the underside of the concealed concrete slab, or of the fireproofed beam, as the case may be, at the highest level of a Unit to the top of the concrete floor or wood subfloor at the lower level of a Unit, except that the structural slabs and beams separating floors and any Common Elements located within any Unit shall not be considered as part of the Unit.

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

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

5. Sponsor will apply for separate tax lots for each unit. Each purchaser of the Units will be assigned a separate tax lot number. After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purpose and 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. Each Unit Owner will be solely responsible for payment of real estate tax of his/her own unit. Sponsor will not be responsible for payment of real estate tax for each unit once the title is closed.

6. (a) Projected first year's monthly carrying charges with ICAP exemption shown in Column (8) are the total of common charges (Column 5) and real estate taxes (Column 6). Projected first year's monthly carrying charges without ICAP exemption shown in Column (9) are the total of common charges (Column 5) and real estate taxes (Column 7). Monthly carrying charges do not include certain costs for which the Unit Owner is generally responsible, such as repairs to the interior of the Unit and the payment for electricity and gas which is separately metered. Please refer to Schedule B-1 for individual carrying charges. (13 NYCRR § 20.3(g)(2)(v).)

(b) Since Sponsor does not offer nor procures mortgage financing, these costs are not included in monthly carrying charges. It is therefore necessary for the Purchaser (should he finance the purchase of his Unit) to add to his monthly carrying charges, the cost of his monthly mortgage and interest payments.

7. (a) (i) Sponsor has filed both the Preliminary and Final Application of Eligibility for Abatement under the ICAP program (See Section X "Opinion(s) of Counsel on Real Estate Taxes and Tax Exemption" in Part I of the Offering Plan for

definition) with the New York City Department of Finance. The ICAP program offers a partial abatement from real estate taxes for a period up to 25 years. The abatement shall be the amount of the abatement base, which is determined to be the amount by which the post-completion tax on a building or structure exceeds one hundred fifteen percent of the initial tax levied on a building or structure (See Section X "Opinion(s) of Counsel on Real Estate Taxes and Tax Exemption" in Part I of the Offering Plan for details). The abatement does not eliminate all real estate taxes. The tax exemption for this condominium may be available under the program.

(ii) Because this condominium building is located in a special commercial area, assuming that not more than 10% of the condominium building is used for retail purposes, under the ICAP program, the benefits decrease during the benefits period of twenty (25) years in the following manner:

1st through 16th year:	100%
17th year:	90%
18th year:	80%
19th year:	70%
20th year:	60%
21st year:	50%
22nd year:	40%
23rd year:	30%
24th year:	20%
25st year:	10%

(b) Schedule A, Column (6) shows the first-year monthly real estate taxes with ICAP exemption and Column (7) shows the first-year monthly real estate taxes without ICAP exemption. The Sponsor anticipates that a Temporary Certificate of Occupancy will be issued on or about April 30, 2026 and that construction will not be completed until after the end of the first year of condominium operation. The calculations of Columns (6) and (7) are made based on the estimated assessed valuation for the tax year of 2026/2027 when Condominium building is still under construction:

(i) Real estate taxes with ICAP exemption

$A \times B \times C \times 115\% \times 1/12$

A= The final taxable assessed value of the property during 2026/2027 tax year: ($32,515.00)

B= initial tax rate in effect (10.574%)

C= Percentage of common interest allocated to each Unit

(Note: Due to the delay of construction, the difference, i.e. [the

estimated final taxable assessed value during 2026/2027 tax year ($562,630.00) minus the final taxable assessed value during 2021/2022 tax year ($507,705.00)] times 10.574%, will be added to the actual amount of real estate taxes to be levied.)

(ii) Real estate taxes without ICAP exemption

$A \times B \times C \times 1/12$

A=	The estimated assessed value of the property during 2026/2027 tax year:	($562,630.00)
B=	Estimated tax rate then in effect	(10.664%)
C=	Percentage of common interest allocated to each Unit	

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

(d) Prospective purchasers are advised that, as stated above, sponsor has already submitted both initial and final applications for ICAP benefits. However, it is possible that real estate tax benefits will not be obtained and they are purchasing with no guarantee of obtaining tax benefits. (See also Section A Special Risks Subsection 20 in Part I of the Offering Plan.)

8. Purchasers are advised that the estimated assessed value of the Condominium in Subsection 7 above reflects the assessment for the first year Condominium operation while the Condominium Building is under construction, the assessed value and therefore the real estate taxes may increase materially when the full valuation of the building is reassessed on the first status date (i.e., January 5) after construction is complete for the next following tax year (**i.e., tax year of 2028/2029, based on the assumption that the Final Certificate of Occupancy will issue after July 1, 2027 and before December 31, 2027), commencing from July 1, 2028.**

The calculations are made as follows:

(a) Real estate taxes without ICAP exemption

$A \times B \times C \times 1/12$

A=	The estimated assessed value of the property during 2028/2029 tax year:	($770,726.00)
B=	Estimated tax rate then in effect (assuming it remains static)	(10.664%)

C= Percentage of common interest allocated to each Unit

Note: The estimated real estate taxes for tax year of 2027/2028 will remain the same as those for tax year of 2026/2027 while the Condominium building is still under construction.

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

HENRY 824 CONDOMINIUM

SECTION G

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

SCHEDULE B

FROM JULY 1, 2026 TO JUNE 30, 2027

PROJECTED INCOME:		
PROJECTED COMMON CHARGES (NOTE 1) –		$ 48,954.00
	TOTAL:	$ 48,954.00
ESTIMATED EXPENSES:		
SALARIES AND WAGES (NOTE 2)		$ 15,553.00
UTILITIES – ELECTRICITY FOR LIGHTING & HVAC (NOTE 3)		$ 3,620.00
UTILITIES – GAS FOR HEATING (NOTE 4)		$ 0.00
WATER AND SEWER CHARGES (NOTE 5)		$ 5,536.00
REPAIRS, MAINTENANCE SERVICE & SUPPLY (NOTE 6)		$ 2,000.00
INSURANCE (NOTE 7)		$ 13,800.00
LEGAL AND AUDITING (NOTE 8)		$ 3,500.00
MANAGEMENT FEE (NOTE 9)		$ 4,895.00
INCOME TAX (NOTE 10)		$ 50.00
CONTINGENCIES (NOTE 11)		$ 0.00
	TOTAL:	$ 48,954.00

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

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

FOOTNOTES TO SCHEDULE B

1. Common Charges $ 48,954.00

(a) These estimates of operating expenses and income have been made by the Sponsor's experts based on the operation of comparable properties in the area. It cannot be construed as an assurance of the final expenses and is merely based upon monthly common charges set forth in Schedule A which will be paid by each Unit Owner.

(b) The allocation of the projected expenses among the Community Facility Units is based on the percentage of common interest each unit shares. There is no special allocation for any unit.

2. Salaries and Wages $ 15,553.00

It is anticipated that the building staff will consist of one part-time, non-union superintendent who works approximately fifteen (15) hours a week at the hourly rate of $16.50 and employee benefits, such as, worker's compensation insurance and medical insurance as required by federal or state laws and regulations amounting to about $3.44 per hour to provide services necessary for maintenance of the common areas. The wages for the superintendent meet state minimum wage laws. (13 N.Y.C.R.R. § 20.3(h)(4)(ii))). The budgeted amount reflects current wage rates and reasonably anticipated increases. The estimated labor cost is based on the following calculations:

Payroll:	$15,553.00
Payroll Taxes & Miscellaneous Expenses:	
FICA $15,553.00× 7.65%=	$ 1,189.80
State Unemployment Insurance:	
$15,553.00× 4%=	$ 622.12
Federal Unemployment Insurance:	
$15,553.00× 0.8%=	$ 124.42
Worker's Compensation/Disability:	
Insurance: $15,553.00× 4.5%=	$ 699.89
Miscellaneous	$ 46.66

3. Utilities – Electricity for Lighting & Elevator $3,620.00

(a) The projection for cost of electricity is based upon estimates provided by Alexander Jimenez, Professional Engineer of Jimenez Building Consulting LLC with an office at 192 Outwater Lane, Garfield, NJ 07026. The following estimate is for the cost of electricity which is included and covered by the common charge such as cost of electricity for exterior and interior common area lighting, fans, pumps and the elevator system, if applicable. The rate indicated below includes tax and latest utility company surcharges for fuel adjustments.

	Consumption	Cost
COMMON AREA		
ELECTRICITY:	12,928KWH @ $0.28/KWH	$3,620.00/Year

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

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

4. Utilities – Gas for Heating $ 0.00

(a) There is no gas consumption on the heating system for the common area in this Condominium.

(b) For projection of cost of gas for each unit, which will be individually metered and billed directly to each Unit Owner, Purchasers are referred to Schedule B-1 for individual gas costs.

(c) Although the Sponsor is under obligation to provide accurate information to prospective purchasers, factors beyond its control may substantially affect the cost of heating after the purchase of a Unit or in subsequent years. The Sponsor represents, however, that it has followed the plan and specifications provided by the manufacturer of the heating system together with the recommendation of the utility company and other experts to enable these items of equipment to operate at optimum efficiency at the lowest cost. Further, the Sponsor represents that it has not been induced to select the heating system described herein on the basis of any financial inducement other than the price of the system made to it by the manufacturer or distributor of the system or the supplier of energy to be used in connection therewith or by any of their agents or employees.

5. Water and Sewer Charges $ 5,536.00

One (1) water meter covers the entire condominium. The Units will not be individually metered for water. The budgeted figure is based upon the water and sewer formula which consists number of families, tubs/shower stalls, toilets that are in each unit, hose bibs, number of floors in the building and street frontages. Water costs are based upon 439HCF/yr. at $4.87/HCF and sewer charge is based upon one hundred fifty-nine percent (159%) of water costs. The

projection for water and sewer charges is based on the estimate given by Alexander Jimenez, Professional Engineer of Jimenez Building Consulting LLC with an office at 192 Outwater Lane, Garfield, NJ 07026.

6. Repairs, Maintenance, Service & Supply $ 2,000.00

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

7. Insurance $ 13,800.00

(a) The budgeted figure for insurance is based upon an estimate provided by ABC Insurance Agency, Inc., an insurance brokerage firm having an office at 41-25 Kissena Boulevard, Suite 125A, Flushing, New York 11355(Hereinafter the "ABC"). They have advised that they would be willing to write a policy with the following coverage:

Building-$3,500,000.00 Limit, replacement cost, subject to a deductible of $5,000.00 per occurrence;
Maintenance Fee- Actual Loss, no deductible;
Comprehensive General Liability- $1,000,000.00 per occurrence, $2,000,000.00 per aggregate;
Fire Damage Legal Liability- $50,000.00 per occurrence;
Water Damage- subject to the building's deductible

Total anticipated annual premium: $13,800.00

(b) The above fire, casualty and general liability insurance will provide for and contain the following:

1. That each unit owner is an additional insured party;
2. that there will be no cancellation without notice to the board of managers;
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.

(c) The fire insurance coverage for the building master policy in the amount of $3,500,000.00 budgeted in the Plan is adequate to replace the building in the event of total loss and to avoid being a co-insurer in the event of partial loss.

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

(e) (i) ABC recommends the purchase of the following policies at additional costs: Earthquake, Flood, Directors and Officers' Liability, Fidelity Bond, Boiler & Machinery, Workers Compensation, Disability, Crime, Auto Liability and Excess Liability coverage.

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

8. Legal and Auditing $ 3,500.00

The fee for the accountant's services is based on the estimate given by Liming Shi, C.P.A., with office at 136-20 38th Avenue, Suite 9G, Flushing, New York 11354. The figure reflects the estimated cost of $2,000.00 for retaining an accountant to prepare a year end audited financial statement and tax return. This budgeted amount is sufficient for such accountant's services. $1,500.00 is provided for retaining an attorney to represent the Board of Managers in connection with the Condominium's normal business operations. While the Sponsor is in control of the Board, Lawrence Lixin Yang, P.C. with its office at 136-20 38th Avenue, Suite 10E, Flushing, NY 11354 will represent the Board therefor. The amount reflected does not cover extraordinary costs or expenses for additional services rendered or costs incurred to conduct litigation on behalf of the Condominium.

9. Management Fee $ 4,895.00

At or prior to the first closing of title to Unit, the Condominium will enter into management contract with the Sponsor as managing agent for a period of two (2) years. The management fee to be collected by the sponsor is about ten percent (10%) of the total common charges. The projected cost for management of the condominium is neither greater than nor substantially less than the prevailing cost (ranging from four percent (4%) to twelve percent (12%)) which would be charged for such services. After one (1) year, either the Board of Managers or the sponsor may terminate the management contract upon sixty (60) days' written notice to the other.

10. Income Tax $50.00

(a) Based on the sponsor's tax expert's projection, when the Condominium is in full operation, the Condominium does not expect any expenses on income taxes during the first year of operation, except the Fixed Dollar Minimum (the "FDM") tax for general business taxpayers

charged by the State of New York and City of New York, each of which amounts to $25.00 for receipts not more than $100,000.00.

(b) This is because (i) the commercial/community facility unit will be subdivided into individual lot, sold to prospective purchasers and separately owned; (ii) common charges as major income source will most likely be used on estimated expenses as projected; and (iii) there are no condominium amenities, such as swimming pool, gym or fitness center, recreation room, public laundry equipment, storage space, internet and/or WiFi in this Condominium or Reserve Fund in the budget as other income generating sources. 13 NYCRR§20.3(y)(2).

11. Contingencies $ 0.00

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

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

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

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

SECTION H

BUDGET FOR INDIVIDUAL ENERGY COSTS

JIMENEZ BUILDING CONSULTING LLC

Office: 192 Outwater Lane, Garfield, NJ 07026
Tel: 718-924-2750/2751
Email: INFO@SDBUILDINGS.CO

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824 56th Street

October 14, 2024 Re: Utility Analysis

The following is the utility analysis for the above premises. Estimated taxes are included.

PROJECTED ANNUAL UTILITY COST ESTIMATES FOR INDIVIDUAL UNIT

COMMUNITY FACILITY:

Electric consumption was based on 1.5 W/sq. ft. for lighting and general receptacles and assumed using 50% of all lights about ten (10) hours per day for 365 days a year. In addition, the following were assumed in cost estimates calculation.

a. Annual cooling = 10 hrs./day for 90 days
b. Annual heating = 10 hrs./day for 150 days
c. Con Edison is to supply and distribute energy

COMMON USAGE:

a. General lighting:
1. Stairs and lobbies = about 834 sq. ft. x 1/4 W/sq. ft. x 24 x 365 = 1,826 KWH
2. Utility rooms = about 178 sq. ft. x 1 KW/sq. ft. x 1 x 12 = 2,136 KWH
3. Building exterior = 0.15 KW x 10 x 365 = 548 KWH

b. HVAC:
1. Building exhaust system = 1 KW x 6 x 365 = 2,190 KWH
2. Public area heating = 6 KW x 4 x 150 = 3,600 KWH

c. Building security system: estimated = 0.3 KW x 24 x 365 = 2,628 KWH

Estimated annual electric consumption = 12,928 KWH or = 1,077 KWH/month.

Estimated annual cost for electric = $0.28/KWH x 12,928 KWH = $3,620 or = $302/month.

Natural gas: N/A

Cellar ambulatory diagnostic treatment & care facility # C1 (about 1172 sq. ft); Assume 10 hours per day and all year around open.

Electric:

a. General lighting plus general-purpose receptacles = 2.5 W/sq. ft x 1172 sq. ft x 10 x 365 =10,695 KWH.
b. Cooling = (30 BTU/sq. ft x 1172 sq. ft)/11 x 10 x 90 = 2,877 KWH
c. Space heating = (40 BTU/sq. ft x 1172 sq. ft)/11 x 10 x 150 = 6,393 KWH

Hot water estimated = 6KW x 0.5 x 365 = 1,095 KWH

Estimated annual electric consumption = 21,060 HWH or = 1,755 KWH/month

Estimated annual cost for electric = $0.28/KWH x 21,060 KWH = $5,897 or = $ 491/month

1ST Floor ambulatory diagnostic treatment & care facility # 1A (about 1269 sq. ft); Assume 10 hours per day and all year around open.

Electric:

a. General lighting plus general-purpose receptacles = 2.5 W/sq. ft x 1269 sq. ft x 10 x 365 =11,580 KWH.
b. Cooling = (30 BTU/sq. ft x 1269 sq. ft)/11 x 10 x 90 = 3,115 KWH
c. Space heating = (40 BTU/sq. ft x 1269 sq. ft)/11 x 10 x 150 = 6,922 KWH

Hot water estimated = 6KW x 0.5 x 365 = 1,095 KWH

Estimated annual electric consumption = 22,712 HWH or = 1,893 KWH/month

Estimated annual cost for electric = $0.28/KWH x 22,712 KWH = $6,359 or = $ 530/month

2ND Floor ambulatory diagnostic treatment & care facility # 2A (about 957 sq. ft); Assume 10 hours per day and all year around open.

Electric:

a. General lighting plus general-purpose receptacles = 2.5 W/sq. ft x 957 sq. ft x 10 x 365 =8,733 KWH.
b. Cooling = (30 BTU/sq. ft x 957 sq. ft)/11 x 10 x 90 = 2,349 KWH
c. Space heating = (40 BTU/sq. ft x 957 sq. ft)/11 x 10 x 150 = 5,220 KWH

Hot water estimated = 6KW x 0.5 x 365 = 1,095 KWH

Estimated annual electric consumption = 17,397 HWH or = 1,450 KWH/month

Estimated annual cost for electric = $0.28/KWH x 17,397 KWH = $4,871 or = $ 406/month

3RD Floor ambulatory diagnostic treatment & care facility # 3A (about 957 sq. ft); Assume 10 hours per day and all year around open.

Electric:

a. General lighting plus general-purpose receptacles = 2.5 W/sq. ft x 957 sq. ft x 10 x 365 =8,733 KWH.
b. Cooling = (30 BTU/sq. ft x 957 sq. ft)/11 x 10 x 90 = 2,349 KWH
c. Space heating = (40 BTU/sq. ft x 957 sq. ft)/11 x 10 x 150 = 5,220 KWH

Hot water estimated = 6KW x 0.5 x 365 = 1,095 KWH

Estimated annual electric consumption = 17,397 HWH or = 1,450 KWH/month

Estimated annual cost for electric = $0.28/KWH x 17,397 KWH = $4,871 or = $ 406/month

4th Floor ambulatory diagnostic treatment & care facility # 4A (about 957 sq. ft); Assume 10 hours per day and all year around open.

Electric:

a. General lighting plus general-purpose receptacles = 2.5 W/sq. ft x 957 sq. ft x 10 x 365 =8,733 KWH.
b. Cooling = (30 BTU/sq. ft x 957 sq. ft)/11 x 10 x 90 = 2,349 KWH
c. Space heating = (40 BTU/sq. ft x 957 sq. ft)/11 x 10 x 150 = 5,220 KWH

Hot water estimated = 6KW x 0.5 x 365 = 1,095 KWH

Estimated annual electric consumption = 17,397 HWH or = 1,450 KWH/month

Estimated annual cost for electric = $0.28/KWH x 17,397 KWH = $4,871 or = $ 406/month

5th Floor ambulatory diagnostic treatment & care facility # 5A (about 957 sq. ft); Assume 10 hours per day and all year around open.

Electric:

a. General lighting plus general-purpose receptacles = 2.5 W/sq. ft x 957 sq. ft x 10 x 365 =8,733 KWH.
b. Cooling = (30 BTU/sq. ft x 957 sq. ft)/11 x 10 x 90 = 2,349 KWH
c. Space heating = (40 BTU/sq. ft x 957 sq. ft)/11 x 10 x 150 = 5,220 KWH

Hot water estimated = 6KW x 0.5 x 365 = 1,095 KWH

Estimated annual electric consumption = 17,397 HWH or = 1,450 KWH/month

Estimated annual cost for electric = $0.28/KWH x 17,397 KWH = $4,871 or = $ 406/month

6th Floor ambulatory diagnostic treatment & care facility # 6A (about 957 sq. ft); Assume 10 hours per day and all year around open.

Electric:

a. General lighting plus general-purpose receptacles = 2.5 W/sq. ft x 957 sq. ft x 10 x 365 =8,733 KWH.
b. Cooling = (30 BTU/sq. ft x 957 sq. ft)/11 x 10 x 90 = 2,349 KWH
c. Space heating = (40 BTU/sq. ft x 957 sq. ft)/11 x 10 x 150 = 5,220 KWH

Hot water estimated = 6KW x 0.5 x 365 = 1,095 KWH

Estimated annual electric consumption = 17,397 HWH or = 1,450 KWH/month

Estimated annual cost for electric = $0.28/KWH x 17,397 KWH = $4,871 or = $ 406/month

Water consumption:

A. Community facilities: (for personal hygiene use only. No cooking, shower and commercial activities use.)

a. Cellar ambulatory diagnostic treatment & care facility # C1, community facility (assume 15 minutes/ use and 4 gallons/use)

Estimated annual consumption = (8 x 60)/15 x 4 x 365 = 46,720 gallons or = 62.46 HCF

Estimated annual cost for water and sewer = $12.61/HCF x 62.46 HCF = $788

Estimated hot water = 46,720 gallons/4 = 11,680 gallons/year

b. 1ST Floor ambulatory diagnostic treatment & care facility # 1A, community facility (assume 15 minutes/ use and 4 gallons/use)

Estimated annual consumption = (8 x 60)/15 x 4 x 365 = 46,720 gallons or = 62.46 HCF

Estimated annual cost for water and sewer = $12.61/HCF x 62.46 HCF = $788

Estimated hot water = 46,720 gallons/4 = 11,680 gallons/year

c. 2ND Floor ambulatory diagnostic treatment & care facility # 2A, community facility (assume 15 minutes/ use and 4 gallons/use)

Estimated annual consumption = (8 x 60)/15 x 4 x 365 = 46,720 gallons or = 62.46 HCF

Estimated annual cost for water and sewer = $12.61/HCF x 62.46 HCF = $788

Estimated hot water = 46,720 gallons/4 = 11,680 gallons/year

d. 3RD Floor ambulatory diagnostic treatment & care facility # 3A, community facility (assume 15 minutes/ use and 4 gallons/use)

Estimated annual consumption = (8 x 60)/15 x 4 x 365 = 46,720 gallons or = 62.46 HCF

Estimated annual cost for water and sewer = $12.61/HCF x 62.46 HCF = $788

Estimated hot water = 46,720 gallons/4 = 11,680 gallons/year

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e. 4TH Floor ambulatory diagnostic treatment & care facility # 4A, community facility (assume 15 minutes/ use and 4 gallons/use)

Estimated annual consumption = (8 x 60)/15 x 4 x 365 = 46,720 gallons or = 62.46 HCF

Estimated annual cost for water and sewer = $12.61/HCF x 62.46 HCF = $788

Estimated hot water = 46,720 gallons/4 = 11,680 gallons/year

f. 5TH Floor ambulatory diagnostic treatment & care facility # 5A, community facility (assume 15 minutes/ use and 4 gallons/use)

Estimated annual consumption = (8 x 60)/15 x 4 x 365 = 46,720 gallons or = 62.46 HCF

Estimated annual cost for water and sewer = $12.61/HCF x 62.46 HCF = $788

Estimated hot water = 46,720 gallons/4 = 11,680 gallons/year

g. 6TH Floor ambulatory diagnostic treatment & care facility # 6A, community facility (assume 15 minutes/ use and 4 gallons/use)

Estimated annual consumption = (8 x 60)/15 x 4 x 365 = 46,720 gallons or = 62.46 HCF

Estimated annual cost for water and sewer = $12.61/HCF x 62.46 HCF = $788

Estimated hot water = 46,720 gallons/4 = 11,680 gallons/year

Estimated annual cost for water and sewer for the facility = residential + commercial = $0 + $788 + $788 + $788 + $788 + $788 + $788 + $788 + $20 (common use) = $5,536

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SCHEDULE B-1

PROJECTED ANNUAL UTILITY COST ESTIMATES FOR INDIVIDUAL UNIT

	ELECTRICITY		NATURAL GAS		TOTAL UTILITIES	
UNIT #	Monthly	Annually	Monthly	Annually	Monthly	Annually
C1	$491	$5,897	- 0 -	- 0 -	$491	$5,897
1A	$530	$6,364	- 0 -	- 0 -	$530	$6,364
2A	$406	$4,871	- 0 -	- 0 -	$406	$4,871
3A	$406	$4,871	- 0 -	- 0 -	$406	$4,871
4A	$406	$4,871	- 0 -	- 0 -	$406	$4,871
5A	$406	$4,871	- 0 -	- 0 -	$406	$4,871
6A	$406	$4,871	- 0 -	- 0 -	$406	$4,871
COMMON	$302	$3,620	- 0 -	- 0 -	$302	$3,620

NOTES:

The estimated annual cost of $5,536 for water and sewer for the facility was not included in the above cost estimates. However, it should be included in common charges. The above cost estimates are based on current year rates. It should be noted that current rates are not guaranteed and it must be expected that this cost will increase with passage of the time and may be affected by many factors which beyond the control of the sponsor such as inflation and availability of energy supply sources. Furthermore, the cost shown above are only estimates and actual consumption will be metered and will vary based on personal life style needs of occupants, weather conditions and efficiency of equipment installed.

Sincerely,



Alexander Jimenez, P.E.

GRAND DEVELOPMENT REALTY LLC

146-10 35th Avenue, Unit 7B
Flushing, New York 11354
Tel.: (929) 728-7816

November 15, 2024

SECTION I

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339 (I)

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

Re: Henry 824 Condominium
824 56th Street
Brooklyn, NY 11220

Dear Sir/Madam:

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

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

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

Very truly yours,

Grand Development Realty LLC

By: Steve S. Cheung

Steve S. Cheung, Broker

SECTION J COMMUNITY FACILITY UNIT(S)

1. This Condominium contains seven (7) community facility unit(s) located from the cellar to sixth floor. The proposed uses of the community facility units are for Ambulatory Diagnostic Treatment and Care Facility. The projected share of expenses attributable to the community facility unit(s) is based on the offering price and square footage of such unit(s). There is no special allocation of common expenses designated for the community facility unit(s).

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

3. (a) Under the current zoning code, the condominium building is in the zoning district(s) of R-6, which permits the uses community facility unit(s). (See Section D "Description of Property and Improvements" Subsection 1(a) in Part I of the Offering Plan.) The maximum floor area ratio permitted for community facility unit use herein is 4.8 (which means four point eight times of the lot area). The proposed building floor areas for community facility use will satisfy the requirements under the NYC Zoning Code.

(b) However, prospective purchasers should note that the community facility unit(s) is not restricted to its proposed use and the community facility unit owner(s) has the right to subdivide the unit. If NYC Zoning Code is amended in the future with respect to the zoning district in which this condominium building is located (such as through local zoning authority, community board, and/or upon application of condominium Board of Managers on behalf of all unit owners), community facility unit(s) herein might be converted into community facility and/or commercial unit(s), such as a medical office, senior center, school, a commercial retail store, or vice versa (any such conversion of any of the community facility unit(s) shall be disclosed in a duly filed amendment).

4. Prospective purchasers should further note that although the community facility unit(s) are not restricted to its proposed use, the usage of such space that is commonly considered offensive, such as pornography stores, massage parlors, drug treatment facilities, homeless shelters, is not permissible.

SECTION K CHANGES IN PRICES OR UNITS

1. Changes in Prices

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

2. Changes in Sizes and Layout of Units

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

(b) Sponsor further states that unless an affected Purchaser consents, no material change will be made in unit size, layout, percentage of common interest if a purchase agreement has been executed and delivered to sponsor for that unit and the purchaser is not in default. 13 NYCRR § 20.3 (k)(3).

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

SECTION L INTERIM LEASES

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

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

(iii) In the event that a purchaser in contract has obtained the consent from Sponsor to enter into an interim lease for the unit that he/she is purchasing, he/she, or with the assistance of his/her attorney, may request a copy of the Form Condominium Unit Interim Lease (in the form as Section MM "Form Condominium Unit Interim Lease" in Part II of the Offering Plan) from the Sponsor or Sponsor's attorney and deliver an executed copy of the same together with the first month's rent (which rent shall be the fair market rent for the city where the Condominium is located and agreed by the Sponsor) and a security deposit equal to one (1) month's rent. Provided that the subject unit is fit for occupancy, Sponsor shall countersign the interim lease and deliver possession to the purchaser within fifteen (15) days as of the date of the lease.

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

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

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

SECTION M PROCEDURE TO PURCHASE

A complete copy of the Purchase Agreement (Hereinafter the "Agreement") is contained in Section AA "Purchase Agreement" Part II of the Plan. The Sponsor hereby offers for sale the Units to be constructed in the Condominium for commercial use.

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

2. Any person may accept Sponsor's offer to sell the Units by entering into a Purchase Agreement with Sponsor. The Agreement provides that Purchasers will purchase from Sponsor a designated Unit in the Henry 824 Condominium Declaration creating such condominium. No Purchase Agreement shall be given to a prospective purchaser for execution until the expiration of at least three (3) business days from the date on which the Offering Plan and all filed amendments thereto have been delivered to such Purchaser for review. Any conflict between the Plan and the Purchase Agreement shall be resolved in favor of the Plan. Upon signing the Purchase Agreement, Purchaser shall make a Deposit in the amount equal to ten percent (10%) of the purchase price or any other amount, but not less than $10,000.00 per unit plus the cost of any special work ordered by Purchaser and itemized in the Purchase Agreement. Upon purchaser's full payment of the purchase price at closing, in cash or by mortgage, Purchaser will receive a bargain and sale deed with covenants against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law(providing that "sponsor, as grantor, in compliance with Section 13 of the Lien Law, covenants that sponsor will receive the consideration for this conveyance and will first hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose."), which will convey good and marketable or insurable title to him/her/it of fee ownership in the Unit and such percentage of common interest in the common elements as set forth in Schedule A, free and clear of all liens and encumbrances other than those set forth in Section N, Subsection 12 in Part I of the Offering Plan. The Purchase Agreement may be modified with the consent of Purchaser and Sponsor in a manner not inconsistent with the law, or with the terms of this Plan. Within twenty (20) days after delivery by Purchaser of an executed Purchase Agreement together with the required Deposit, Sponsor will either (a) accept the Agreement offer and fully execute, or (b) reject the Agreement offer and refund the Deposit. If the Sponsor takes no action within said twenty (20) day period, the Purchase Agreement shall be deemed rejected by Sponsor and the Deposit (if paid upon execution hereof), with interest accrued thereon, if any, shall be returned promptly to Purchaser.

3. The law firm of Lawrence Lixin Yang, P.C., with an address at 136-20 38th Avenue, Suite 10E, Flushing, NY 11354, and a telephone number of (718) 886-7999,

shall serve as escrow agent (Hereinafter the "Escrow Agent") for the Sponsor and Purchaser. Escrow Agent has designated the following attorney(s) to serve as signatories: Lawrence (Lixin) Yang. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

4. The Escrow Agent has established the escrow account at Citibank, located at 215 Jericho Turnpike, Floral Park, NY 11001, in the State of New York (Hereinafter the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Henry 824 Condominium Escrow Account (Hereinafter the "Escrow Account"). The Escrow Account is an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per deposit. Any deposit in excess of $250,000.00 will not be insured. Furthermore, if purchasers have accounts at the same bank as sponsor's account that holds escrowed funds, purchaser funds at the escrow bank factor into the $250,000.00 insurance limit.

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

6. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

7. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

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

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

10. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she or it may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such

cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

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

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

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

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

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

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

14. If the Escrow Agent is not directed to release the Deposit pursuant to Subsection 13(a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to Subsection 13(a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the [unit/building] is located and shall give written notice to both parties of such deposit.

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

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

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

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

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

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

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

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

20. Before funds are transferred to a new escrow account, or if the Escrow Agent is replaced, the Plan must be amended to provide the same full disclosure with respect to the new account, the Escrow Agent and the escrow agreement as was originally provided for. A bond, letter of credit or other security may be substituted for the escrow account only after the Department of Law approves in writing the use of such alternate form of security, pursuant to the provisions of paragraph (4) of this subdivision.

21. Notwithstanding anything to the contrary set forth above, in the event that the Attorney General's Regulations are modified or changed, the effect of which is to eliminate some or all of the Escrow Agent's obligations under the Escrow Agreement, then the Plan, terms of the Escrow Agreement, this section, and all then existing Purchase Agreement, and all Purchase Agreements executed thereafter, shall be amended accordingly.

22. Purchaser should note that in the event a Purchaser is entitled to a rescission, Purchaser will not receive any funds which he initially placed in the escrow account for the upgrade or extra works, if such works have been completed and the funds have been released to the Sponsor from the escrow account.

23. After the Plan has been declared effective, the Sponsor will fix dates for closing title to all units for which purchase agreements have been executed by serving notice on each purchaser stating the date of the first closing and setting such purchaser's closing date. Such notice will be served in compliance with section 20.1(d)(1) of this Part 20 (See 13 NYCRR§20.3(d)(1)) no less than 30 days before the date set for the closing of the units. The Sponsor herein permit Purchasers to waive this 30-day provision. 13 NYCRR §20.3(o)(11).

24. If the requirement for Purchaser to close the transaction is contingent upon Purchaser obtaining a written mortgage commitment letter from a mortgage lender, the balance of the purchase price is not payable until closing of title to the Unit.

25. The Sponsor anticipates that the first closing of the Unit will occur on or about July 1, 2026. Purchasers will be offered a right of rescission if the actual date of closing of title to the first Unit occurs later than July 1, 2026, i.e., twelve (12) months after the projected date for the closing of title to the first Unit. If the Plan is amended to provide a later projected date for the first closing, purchasers who enter into purchase agreements after the amendment is accepted for filing will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date.

26. (a) However, if the first closing occurs on or before July 1, 2026, the Sponsor may schedule the closings of title to other units significantly later that such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain.

(b) Furthermore, Purchasers should note that even if the first closing occurs on or before July 1, 2026 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into), or within the twelve (12) month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In such case, provided that sponsor is diligently pursing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right

of rescission or to make claims against the sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

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

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

(c) If Purchaser desires to make his or her or its obligations under the Purchase Agreement contingent upon obtaining a commitment for financing or actual financing for the purchase of the Unit, he or she or it may do so by executing a Mortgage Addendum as attached to the Purchase Agreement. Under the Mortgage Addendum, Purchaser will have forty-five (45) days after receipt of a fully executed copy of the Purchase Agreement to obtain a commitment for financing. In the event that Purchaser is unable to obtain such commitment after a good faith effort, either party may rescind the contract. Sponsor reserves the right to grant Purchaser reasonable extensions of said period of time. But Purchaser must notify Sponsor in writing within seven (7) calendar days by certified mail, return receipt requested, if Purchaser is unable to obtain the commitment.

(d) Note that under New York Law, when a mortgage contingency is not fulfilled through no fault of purchaser, performance is excused. Sponsor may not condition purchaser's obligations upon obtaining a commitment. If purchaser acts in good faith and lender revokes commitment after the contingency period expires, performance is excused.

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

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

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

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

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

33. The Purchase Agreement does not contain and may not be modified to contain a provision waiving Purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Obligations Law (See Section DD "Form Unit Deed" in Part II of the Offering Plan). Any conflict between the Offering Plan and the Purchase Agreement will be resolved in favor of the Plan.

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

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

36. It is a special risk if Purchaser enters into possession prior to closing in which case, Purchaser assumes the risk of loss for property not covered by the insurance for the units and for any Purchaser who enters into possession before closing. It is recommended that Purchaser obtain insurance for his/her personal property.

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

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

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

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

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

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

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

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

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

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

(a) Not fewer than seven days after delivering an executed purchase agreement together with the required deposit to rescind the purchase agreement and have the full deposit refunded promptly. The purchaser must either personally deliver a written notice of rescission to the sponsor or selling agent within the seven-day period or mail the

notice of rescission to the sponsor or selling agent and have the mailing post-marked within the seven-day period; or

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

(13 NYCRR§20.3(o) (15).)

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

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

SECTION N

ASSIGNMENT OF PURCHASE AGREEMENTS

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

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

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

SECTION O EFFECTIVE DATE

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

1. Closing of title to Units will not occur before the Plan has been declared effective, and the effectiveness amendment has been accepted by Attorney General's Office for filing. The Plan will be declared effective by personal service of notice on every Purchaser or by commencement of service by regular mail or registered or certified mail with or without return receipt requested addressed to Purchaser's last known residence or if Purchaser has provided written information of an alternative address for notices, addressed to Purchaser at the alternative address.

2. (a) The Plan may not be declared effective until Purchase Agreements executed by bona fide Purchasers have been accepted by Sponsor for not less than fifteen percent (15%) of the units, or two (2) units, offered under the Plan, as same may be amended. The following Purchase Agreements shall not be counted toward effectiveness:

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

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

(iii) Purchaser Agreements of which Purchasers were not afforded no fewer than three (3) business days to review the Offering Plan prior to executing a Purchase Agreement. (See also Section M "Procedure to Purchase" Subsection 41 in Part I of the Offering Plan.) (13 NYCRR § 20.3(o)(15).

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

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

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

closing, regardless of whether the condominium declaration has been recorded.

(d) Intentionally deleted.

3. The Plan must be declared effective when Purchase Agreements are accepted for the sale of eighty percent (80%) of the Units, six (6) Units, offered under the Plan.

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

5. (a) Once the Plan has been declared effective, it may not be abandoned except under the following circumstances:

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

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

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

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

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

SECTION P TERMS OF SALE

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

1. A temporary or permanent Certificate of Occupancy and all necessary permits will be obtained for the Condominium Building in which the Unit is located. The Sponsor declares that all Units will be constructed in accordance with the plans and specifications identified in this Plan. A closing will take place only concurrently with the issuance of a temporary or permanent Certificate of Occupancy for the entire project or, issuance of a partial, temporary or permanent Certificate of Occupancy for the Unit closed or the building in which the Unit is located. All Purchasers will be required to close title to the Units that they have been contracted-for once a Temporary Certificate of Occupancy is issued.

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

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

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

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

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

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

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

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

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

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

11. The Purchaser shall execute an instrument in the form set forth as Section CC "Unit Power of Attorney" designating the Board of Mangers as his Attorneys-In-Fact,

coupled with an interest, for the sole purpose of managing, selling mortgaging, leasing, voting or otherwise dealing with any Units acquired by the Board of Managers in accordance with any of the provisions of the By-Laws.

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

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

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

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

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

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

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

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

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

(v) Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to use, and issuance of a Permanent

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

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

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

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

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

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

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

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

(xiii) The lien of any unpaid common charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

(xiv) Any other declaration or other instrument affecting the property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning, resolution, or requirement of the Department of Buildings, the City

Planning Commission, the Board of Standards and Appeals, or any other public authority.

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

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

(xvii) (I) Intentionally deleted.

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

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

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

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

(d) The Sponsor has been advised by its counsel, Lawrence Yang, Esq./ Lawrence Lixin Yang, P.C. at 136-20 38th Avenue, Suite 10E, Flushing, NY 11354 that in its counsel's opinion, none of the exceptions to title herein above set forth are contrary to the terms of the Purchase Agreement nor do they interfere with the quiet use or enjoyment of Purchaser's Unit. Sponsor represents and warrants that none of the exceptions listed above render title unmarketable.

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

13. (a) The risk of loss from fire or other casualty to the units, common elements and limited common elements remains with Sponsor unless and until legal title to the Unit has been conveyed to Purchaser. Thereafter, it passes to the Unit Owner together with the limited common elements. It should be noted that insurance for the condominium covers the Unit but the Purchaser is responsible for the contents of the Unit (i.e., the Purchaser's personal property). In the case of an interim lessee, the risk of loss is upon such lessee for the losses (i.e., Purchaser's personal property) not covered by the condominium's (or the Sponsor's, if the casualty occurs before the first closing) insurance.

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

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

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

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

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

(See also Section M "Procedure to Purchase" Subsection 38 in Part I of the Offering Plan.)

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

SECTION Q

UNIT CLOSING COSTS AND ADJUSTMENTS

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

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

(b) Fee Title Insurance Charges. The current schedule of rates set by the New York Board of Title Underwriters and generally charged by title companies(which purchasers are free to use of their choosing without incurring a penalty) for such Condominium insurance are as follows: a base rate of $382.00 on the first $35,000.00 of fee insurance; $6.34 for each additional $1,000.00 between $35,001.00 and $50,000.00; $5.16 for each additional $1,000.00 between $50,001.00 and $100,000.00; $4.14 for each additional $1,000.00 between $100,001.00 and $500,000.00; $3.78 for each additional $1,000.00 between $500,001.00 to $1,000,000.00; and $3.48 for each additional $1,000.00 between $1,000,001.00 to $5,000,000.00. There will be additional premiums if Purchaser obtains mortgage insurance as well as fee insurance. The present premium for the mortgage title insurance is calculated at the following rates: $327.00 on the first $35,000.00 of the mortgage amount; $5.27 for each additional $1,000.00 between $35,001.00 and $50,000.00; $4.31 for each additional $1,000.00 between $50,001.00 and $100,000.00; $3.46 for each additional $1,000.00 between $100,001.00 and $500,000.00; $3.14 for each additional $1,000.00 between $500,001.00 and $1,000,000.00; and $2.90 for each additional $1,000.00 between $1,000,001.00 to $5,000,000.00. If a Purchaser obtains the fee title insurance and mortgage title insurance simultaneously the premium for mortgage insurance will be reduced to thirty percent (30%). These rates only apply to the initial Purchaser of each Condominium Unit. Rates for subsequent Purchasers will be higher. For example, the fee title insurance charge for a Unit No. 3A with a purchase price of $675,000.00 will be around $3,115.60. If the purchaser obtains a mortgage equal to approximately eighty percent (80%) of the purchase price ($540,000.00) in the same transaction, the Purchaser must pay $643.19 as additional premium for mortgage title insurance.

2. Fee collected by the City Register for recording the deed is $312.00 and the Power of Attorney is $47.00. Title Company may collect additional $25.00 to $75.00 for their service charge. In addition, $125.00 for the Commercial Unit(s) for the New York State Real Property Transfer Report filing fee will be collected by the City Register.

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

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

(iii) The payment of real estate transfer taxes is the legal obligation of the Sponsor (13 NYCRR § 20.3(s)(1)); however, by contractual arrangement it will be paid by Purchaser. For example, if the purchase price is $675,000.00, New York State Real Estate Transfer Tax will approximately be $2,700.00.

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

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

Commercial Unit(s):	$500,000.00 or less	1.425%
	$500,001.00 and more	2.625%

(ii) Again, the payment of real estate transfer taxes is the legal obligation of the Sponsor (see Id.); however, by contractual arrangement it will be paid by Purchaser. The City of New York Department of Finance has taken the position that when a Purchaser assumes the obligation to pay the New York City Real Property Transfer Tax, the amount of such tax will be included in the consideration subject to tax. For example, the New York City Real Property Transfer Tax for the purchase price of $675,000.00 will approximately be $6,750.00.

(c) Mortgage Recording Tax for the Commercial Unit(s) currently is 2.05% for a mortgage in the amount of less than $500,000.00, and 2.175% for a mortgage in the amount of $500,000.00 or more. For example, mortgage recording tax for a mortgage in the amount of $540,000.00 will approximately be $11,070.00.

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

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

"In the event the proceeds of a construction mortgage were applied to construction of a unit of a condominium submitted to the provisions of this article, or in the event that a unit submitted to the provisions of this act was subject to a blanket

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

(b) The Condominium is currently subject to a construction mortgage. In the event, any mortgage tax credit becomes available, pursuant to the above section, it is specifically understood that such credit shall inure to the benefit of the Sponsor. Accordingly, at closing, each Purchaser electing mortgage financing shall pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At closing, Sponsor shall be reimbursed to the extent of the mortgage tax credit allowed.

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

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

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

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

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

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

(a) Attorney Fee. A closing fee in the amount of $3,000.00 for a Commercial/Community Facility Unit will be charged by the attorney for Sponsor in

connection with the closing of title to the Unit(s).

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

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

10. (a) The estimated total closing costs of Unit 3A, if the purchase price is $675,000.00 and the Purchaser obtains a mortgage equal to eight percent (80%) of the Purchase Price, will be as follows:

Title Insurance premium:

Fee	$ 3,115.60
Mortgage	$ 643.19
Recording Fee:	
Deed	$ 312.00
Power of Attorney	$ 47.00
Recording service fee	$ 75.00
NYS Real Property Transfer Report Filling Fee	$ 125.00
NYS Deed Real Estate Transfer Tax	$ 2,700.00
NYC Real Property Transfer Tax	$ 6,750.00
Mortgage Tax	$11,070.00
Closing Fee for Sponsor's Attorney	$ 3,350.00
Contribution to Working Capital Fund	$ 526.04
Total:	$28,713.83

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

SECTION R

RIGHTS AND OBLIGATIONS OF THE SPONSOR

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

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

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

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

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

(c) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a

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

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

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

5. After delivery of deed to Purchaser, Sponsor shall be required to perform all obligations imposed under this Offering Plan, Article 23-A of the General Business Law, 13 NYCRR Part 20 and all other applicable laws. All representations under the Offering Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed. 13 NYCRR §20.3(t)(3).

6. Following the issuance of a Final Certificate of Occupancy for the Building, Sponsor agrees to deliver a set of "as built" plans filed with the recording of the

declaration of any amendment thereto and in addition will provide the Board with a full set of building plans filed with the local municipality together with any field changes made during the course of the construction.

7. Sponsor has sufficient funds to complete the construction of the Condominium. (13 NYCRR § 20.3 (t)(9)).

8. The Sponsor shall be obligated to pay all common charges, special assessments and real estate taxes with respect to unsold units. Sponsor represents that it has the financial resources to meet its obligations with respect to unsold units. In addition, Sponsor will secure payment of such financial obligations by setting aside $8,159.00 of the proceeds from the sale of the first Unit and depositing such amount into the escrow account of the Sponsor's attorney after the closing of the first Unit. Said amount is equal to two (2) months' worth of the first-year common charges. The deposit of such funds will be disclosed in the initial post-closing amendment.

NO BOND OR OTHER SECURITY HAS BEEN OR WILL BE POSTED TO SECURE SPONSOR'S OBLIGATIONS.

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

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

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

12. (a) Intentionally deleted.

(b) The Sponsor will assign to the Purchaser upon the closing of title to his Unit and the Board of Managers upon the recording of the Declaration as applicable, warranties, if any, or manufacturers and subcontractors warranties relating to heating, electrical work, plumbing and appliances, as well as bonds relating to the Purchaser's

unit of the common elements respectively, if any. Sponsor undertakes to do the above only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent such warranties and bonds are assignable. Subsequent to the conveyance of title to a Unit, Sponsor shall not be responsible for paint touch-ups to a Unit, dented porcelain or formica chips. Sponsor has no obligation to make any repair to the Units or the common elements except as expressly set forth in the survival agreement, or an Inspection Statement and Punchlist in the form as Exhibit B hereto annexed (See Section AA "Purchase Agreement" in Part II of the Offering Plan), entered between the parties at closing. Sponsor does not warrant materials or workmanship of each Unit or common elements except as stated in this paragraph.

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

(d) Furthermore, Sponsor's obligation, regardless of any limitations in the warranty or in this offering plan, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

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

14. Sponsor has sufficient funds to complete the construction of the Condominium. (13 NYCRR § 20.3(t)(9)).

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

building.

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

(b) With regard to the sale of the units offered in Schedule A, Sponsor will endeavor in good faith to sell all of the units in a reasonably timely manner. However, Sponsor is reserving an unconditional right to rent rather than sell units. Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no requirement to sell more units than the fifteen percent (15%) necessary to declare the Plan effective, and owner-occupants may never gain effective control and management of the Condominium. Sponsor has obtained construction financing for the construction of the condominium building, however, under the terms of the construction loan the lender does not impose any obligation on Sponsor to market the units for sale, including any minimum number or percentage of units which must be under contract before the Offering Plan can be declared effective, nor do the lender imposed any limits or requirements for Sponsor to rent rather than sell under specified market conditions.

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

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

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

(ii) Right of access in and to Units and common elements for purposes of construction, repair, refurbishments correction, alterations, finishing, servicing (including, but not limited to garbage collection) and similar work; and Sponsor reserves the easements, licenses, rights and privileges of a right-of-way in, through, over under and across the common elements of the Condominium for the purpose of completing construction and sale of Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and right-of-way in, through, under, over, and across the common elements for installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and

other utilities and for any other materials or services necessary for the completion of the work. (13 NYCRR §20.3(t)(19)) Sponsor also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads of other areas of the common elements. Finally, Sponsor reserves the right to continue to use the common elements, any facilities, sales offices, model Units, signs, and parking spaces located on the common elements, in its efforts to market Units constructed in the Condominium. Sponsor will be obligated to repair any damage to the common property caused as a result of its use and the easements, licenses, rights and privileges of a right-of-way to repair the Condominium. With regard to Sponsor's right to access in and to Units, a reasonable prior notice shall be given to the Unit Owner, and Sponsor shall use its best effort not to interfere with the owner's use of his/her unit. All works shall be performed during reasonable hours.

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

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

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

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

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

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

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

Deed.

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

SECTION S CONTROL BY THE SPONSOR

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

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

(b) (i) Within thirty (30) days after the Initial Sponsor Control Period, Sponsor will immediately give up control over the Board of Managers, and a meeting will be held to elect a new board of three (3) members. All Unit owners, including Sponsor, will vote in the same capacity for the new three (3) member board.

(ii) Unless Sponsor owns a majority number of the Units in the Condominium, it is not the intent of the Sponsor, nor is it likely pursuant to the Condominium By-Laws, that even after the Initial Sponsor Control Period that Sponsor may have voting control of the board, and may thus still control the board.

(c) However, the By-Laws of the Condominium do not require that after the Initial Sponsor Control Period, a majority of the Board of Managers must be owner-occupants who are unrelated to the Sponsor and its principals. This means that Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this Plan. Owner-occupants and owners for investment, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase for their own use as opposed to as an investment.

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

2. In the event that Sponsor voluntarily gives up control of the Board of Managers before all units are sold, so long as Sponsor or its designees shall continue to own Units representing twenty-five percent (25%) or more in common interest, but in no event later than five (5) years from closing of title to the first Unit, the Board of Managers may not, without Sponsor's prior written consent: (i) make any addition, alteration or

improvements to the common elements costing cumulatively more than $50,000.00, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any common charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire an employee in addition to the employees referred to in the Plan of Condominium ownership, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date said Plan is declared effective, or (v) borrow money in excess of $50,000.00 on behalf of the Condominium, or (vi) take any action which impairs Sponsor's sales program or continued use of the Condominium property in connection with such program, or (vii) increase or reduce the services of maintenance set forth in Schedule B. No provision stated herein can allow Sponsor to act in violation of Subsections 3 and 4 below.

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

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

(b) To remedy any notice of violation; or

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

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

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

SECTION T BOARD OF MANAGERS

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

1. (a) The number of Managers which shall constitute the initial Board shall be one (1) until succeeded by Managers elected at the first annual meeting of Unit Owners. The original Board of Managers need not be Unit Owners (or officers, directors or partners of Unit Owners). The first Board of Managers of the Condominium will be Ming Wu Yuan, who is the principal of the Sponsor; Jenny Z. Y. Li, and Mingwen Yuan, both of whom are members of the Sponsor. Ming Wu Yuan will be the President, Jenny Z. Y. Li will be the Secretary, and Mingwen Yuan will be the Treasurer, of the Board of Managers.

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

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

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

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

removed Managers, except that the Sponsor shall have the right to replace any Manager elected or appointed by Sponsor.

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

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

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

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

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

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

3. As stated above, the first Board of Managers of the Condominium will consist of three (3) members designated by Sponsor. Sponsor retains the right to substitute other persons in place of the above-named individuals until the resignation of the first Board of Managers, as set forth below.

4. As stated in the By-Laws, no member of the Board of officers shall receive any

compensation or fee for their services as a Manager or Officer.

5. The Board may remove any officer or management agent of the Condominium at its discretion or should said manager or management agent be appointed by contract then such removal shall be dependent upon the terms of the governing contract.

6. The member of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. It is intended that the members of the Board of Managers shall have no personal liability to others arising out of the contracts made by the Board of Managers on behalf of the Condominium. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of the contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws.

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

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

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

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

any unsold units.

9. The By-Laws of the Condominium do not require that after the initial Sponsor control period, a majority of the Board of Managers must be commercial owner-occupants who are unrelated to Sponsor and its principals. This means that Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this Plan. Commercial owner-occupants and owners for investment, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase for their own use as opposed to as an investment.

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

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

(b) All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the entire Board except the managers representing Sponsor. Only Sponsor has the right to replace the manger elected or appointed by Sponsor. All officers must be Unit owners or members of the first Board of Managers. Two or more officers may not be held by the same person.

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

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

(e) The Secretary shall keep the minutes of the meetings of the members and of the Board in one (1) or more books for that purpose. The minute book shall be available for inspection by all members, or their authorized representatives, and by the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Restrictions on Occupancy and Use:

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

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

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

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

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

(ii) The Sponsor shall be liable for the monthly common charges of all Units which have not been transferred to a Purchaser, commencing after the closing of title to the first Unit. Sponsor will cause the Board to file a lien as provided by Real

Property Law Section 339-AA on the Units in which Sponsor is thirty (30) days in arrears of common charges while in control of Board.

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

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

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

(e) Under the Real Property Law, the Board of Managers shall have a lien against each Unit for its unpaid common charges (plus legal interest) prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The lien shall also cover reasonable attorney's fees incurred to collect the unpaid assessments together with all costs of the suit. The Board may also declare the common charge assessment on the delinquent Unit Owner's Unit for the balance of the fiscal year immediately due and payable. The lien shall continue in force even after resale of a Unit except that in accordance with the Declaration, the Board shall release the lien and its right to collect prior unpaid common charges against any purchaser of a Unit where the purchase arises out of a foreclosure of a first mortgage of record. The Board of Managers may foreclose the lien in the same manner as a mortgage on real property and in so doing shall be entitled to recover all costs incurred including the reasonable attorney's fees. The liability of each Unit Owner for the payment of common charges thereafter assessed against his Unit shall terminate upon a sale, transfer or conveyance of the Unit in accordance with the provisions of the Declaration and By-Laws. Further, any Unit Owner may convey his unit to the Board of Managers or its nominee on behalf of all other Unit Owners, without any compensation, in accordance with the Declaration and By-Laws. In that case, he shall be exempt from any common charges thereafter assessed (13 NYCRR § 20.3(w)(3)(iii)), but not relieved of his obligation to pay his mortgage loan. A Unit Owner may not exempt himself from liability for his common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his Unit. Upon resale, the purchaser of a Unit shall be liable for the payment of unpaid common charges assessed against the Unit prior to the acquisition of the Unit by the purchaser, except that a first mortgagee who acquires title to a Unit or other purchaser at a foreclosure sale of a first mortgage shall not be liable and the Unit shall not be subject to a lien for the payment of common charges assessed prior to the acquisition of title to the Unit by the mortgagee or purchaser at foreclosure sale. In that case and in the event of a foreclosure by the Board of Managers of its lien on any Unit for unpaid common charges where the proceeds of the foreclosure sale are not sufficient for the payment of such unpaid

common charges, the unpaid balance shall be charged to all other Unit Owners as a common expense. Sponsor will cause the Board of Managers to file a lien against itself on Units, in which Sponsor is more than thirty (30) days in arrears while it is in control of the Board.

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

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

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

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

(b) (i) Any expenses attributable to the maintenance, repair or replacement of limited common elements shall be the responsibility of the Unit Owner who has exclusive use of the limited common elements. Exterior surfaces of balconies

and terraces, if any, shall be treated as limited common elements for this purpose.

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

6. Additions, alterations or improvements by Unit Owners:

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

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

(ii) To remedy any notice of violation; or

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

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

7. The Board of Managers (or Sponsor until control of the common elements is vested in the Condominium) shall be required to obtain and maintain, to the extent obtainable, the following insurance upon the Condominium property and the equipment and personal property owned by the Condominium. The policies so obtained shall be for the benefit and protection of the Condominium, Unit Owners and their respective mortgagees as their interest may appear. Such policies shall include provisions that they be without contribution, that improvements to Units made by Unit Owners shall not affect the valuation of the Condominium property for the purpose of insurance and that

the insurer waives its rights of subrogation as to any claims against Unit Owners, the Board and their respective families, employees, servants, agents and guests. The insurance maintained shall cover the following perils and contingencies:

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

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

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

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

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

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

(e) In addition to the above, the coverage for directors' and officers' liability, boiler and machinery, workers' compensation, disability, auto liability, and excess liability is generally available, but not provided by the Board of Managers.

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

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

personal possessions and living expenses.

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

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

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

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

10. At the time of the closing to a Unit, there will be no other liens or encumbrances on the Unit or common elements other than the lien for non-payment of common charges, the lien of the first mortgage which arises if the purchaser obtains a first mortgage on his/her Unit, and the liens and encumbrances as set forth in Section N, Subsection 12 in Part I of the Offering Plan.

11. Ownership of Unit in the Condominium subjects the Unit Owner to compliance with the provisions of the Declaration and By-Laws as well as any rules and regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The rules and regulations set forth in the By-Laws and Declaration can be found in Section GG and HH in Part II of the Offering Plan. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws as well as the rules and regulations established therewith. Sponsor shall have the right to alter unsold Units or common elements by amending plan and/or specification. However, any construction which might be undertaken by Sponsor

shall in no event undermine the structural integrity of the Building. The provisions of the By-Laws which require members of the Board of Managers to be Unit Owners will not apply to the first Board of Managers.

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

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

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

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

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

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

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

(g) To make reasonable rules and regulations;

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

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

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

(k) To make additions, alterations, or improvements to the common elements of the Condominium of which addition, alteration, or improvement does not exceed $50,000.00. The Board of Managers may make additions, alterations or improvements to the common elements costing in excess of $50,000.00 only with the approval of a

majority of the Unit Owners. While Sponsor is in control of the Board of Managers, the Board may make additions, alterations, or improvements to the common areas elements costing in excess of $50,000.00 or enter into service or maintenance contracts the duration of which will extend more than a year after Sponsor loses control of the Board of Managers, only with the approval of a majority of the Unit Owners, excluding Sponsor, voting at duly held meeting of the Unit Owners.

(l) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep ad maintenance of the common elements, provided, however, that (i) the consent of at least 66 ⅔ percent in number of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of the By-Laws, shall be required for the borrowing of any sum in excess of $50,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the common elements without the written consent of the owner of said Unit.

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

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

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

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

15. A New York bank or trust company shall be the Insurance Trustees as designated by Sponsor unless or until replaced by a bank or trust company in the State of New York designated by the Board of Managers. If the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall also be a bank or trust company in the State of New York designated by the Board of Managers. The Insurance Trustee shall hold all proceeds of

Insurance policies in accordance with Section 254 (4) of the Real Property Law. The cost of all such insurance and fees and expenses of the Insurance Trustee shall be paid by the Board of the Managers and shall constitute a common expense. The Board, or the Insurance Trustee, shall hold the proceeds from any casualty policy for the benefit of the Condominium, the Unit Owners and their respective mortgagees in the following manner:

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

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

16. This property shall not be withdrawn from the provision of Article 9-B of the Real Property Law unless at least eighty percent (80%) of the Unit Owners in number and in common interest of such Units agree to the withdrawal of this property from the provisions of such Article. Sponsor or its nominee will not cast any of its votes for withdrawal, unless eighty percent (80%) of the Unit Owners other than Sponsor so vote, in which event Sponsor will be free to cast its votes either for or against withdrawal.

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

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

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

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

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

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

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

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

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

(a) Upon commencement of the condominium operation, the Board of Managers of the Condominium shall, in compliance with the City of New York Administrative Code § 17-501. et al (the Smoke-Free Air Act) and the New York State Department of Law regulations, adopt a condominium smoking policy substantially in the form as Section NN in Part II of the Offering Plan.

(b) Pursuant to the condominium smoking policy, smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium: (1) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access; (2) all indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to

which that the owner of the Unit and/or its Tenant may have access; (3) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant; and(4) all outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

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

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

SECTION V REAL ESTATE TAXES

1. Assessment for Individual Tax Lots

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

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

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

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

2. Community Facility Unit(s):

(a) The Condominium Building is consisted of commercial portion, which is located on the cellar through sixth floors.

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

(c) (i) Sponsor has filed both the Preliminary and Final Application of Eligibility for Abatement under the ICAP program (See Section X "Opinion(s) of Counsel" in Part I of the Offering Plan for definition) with the New York City Department of Finance. The ICAP program offers a partial abatement from real estate taxes for a period up to 25 years. The abatement shall be the amount of the abatement base, which is determined to be the amount by which the post-completion tax on a building or structure exceeds one hundred fifteen percent of the initial tax levied on a

building or structure (See Section X "Opinion(s) of Counsel" in Part I of the Offering Plan for details). The abatement does not eliminate all real estate taxes. The tax exemption for this condominium may be available under the program.

(ii) Because this condominium building is located in a special commercial area, assuming that not more than 10% of the condominium building is used for retail purposes, under the ICAP program, the benefits decrease during the benefits period of twenty (25) years in the following manner:

1st through 16th year:	100%
17th year:	90%
18th year:	80%
19th year:	70%
20th year:	60%
21st year:	50%
22nd year:	40%
23rd year:	30%
24th year:	20%
25st year:	10%

(iii) Assuming that sponsor obtained the Final Certificate of Occupancy for the condominium building as anticipated (i.e., after July 1, 2027 and before December 31, 2027), the projected real property tax for the condominium building for tax year of 2026/2027 with ICAP exemption is estimated to be $15,900.00. The calculation is made by multiplying the final taxable assessed value of the Condominium property in the tax year of 2016/2017 (i.e., $32,515.00) (i.e., the tax year in which the assessment roll has a taxable status date(i.e. January 5) immediately preceding the issuance of the first building permit, i.e. March 25, 2016) by the initial tax rate of 10.574% (the final tax rate applicable to the assessment roll with a taxable status date immediately preceding the issuance of the first building permit), with the product of which times one hundred fifteen percent.

Note: Due to the delay of construction, the difference, i.e. [the estimated final taxable assessed value during 2026/2027 tax year ($562,630.00) minus the final taxable assessed value during 2021/2022 tax year ($507,705.00)] times 10.574%, has been added to the actual amount of real estate taxes to be levied.) (See Section X Subsection 4 in Part I of the Offering Plan.)

(iv) The Sponsor will make its best effort to obtain an approval for the tax benefits from the City of New York. Sponsor anticipates, but does not guarantee, that partial exemption from Real Estate Tax will be actually applied to the Condominium units. In the ICAP exemption is not approved or revoked, the Condominium Unit owners will be responsible for the entire real estate taxes against their respective Units and Sponsor shall not be liable for any portion thereof, except to the extent that it is the owner of any unsold units.

(v) The projected real property tax for the Condominium Building for tax year of 2026/2027 without ICAP exemption is estimated to be $59,998.00. The calculation is made by multiplying the estimated assessed value of the Condominium property in the tax year of 2026/2027 (i.e., 562,630.00) by the projected then current tax rate for Class 4 of 10.664% for the condominium building.

3. Real Estate Taxes After Full Assessment

(a) Prospective purchasers are advised that the estimated assessed value of the Condominium in Subsections 2 above reflects the assessment for the first year Condominium operation while the Condominium Building is under construction, the assessed value and therefore the real estate taxes may increase materially when the full valuation of the building is reassessed on the first status date (i.e., January 5) after construction is complete for the following tax year (i.e., tax year of 2028/2029, based on the assumption that the Final Certificate of Occupancy will issue after July 1, 2027 and before December 31, 2027), commencing from July 1, 2028.

(b) The projected real estate taxes for the Condominium for tax year of 2028/2029 without ICAP exemption, after the full valuation of the building has been reassessed, is estimated to be around $82,190.00. The calculation is made by multiplying the estimated assessed value of the Condominium property in the tax year of 2028/2029 (i.e., $770,726.00) by the projected then current Class 4 tax rate of 10.664% (assuming the tax rate remains unchanged) for the such Condominium property.

Note: The estimated real estate taxes for tax year of 2027/2028 will remain about the same as those for tax year of 2026/2027 while the Condominium building is still under construction.

4. Nature of Estimated Assessment

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

5. Expenses on Income Taxes

As the commercial portion will be subdivided into individual lots and separately owned, the Condominium do not expect any expenses on income taxes, unless the common charges and assessments that the Condominium collects exceed the amount of costs and expenses associated with the Condominium operation.

HOWEVER, NEITHER SPONSOR, ANY COUNSEL TO SPONSOR, THE

MANAGING AGENT, THE SELLING AGENT OR ANY OTHER PERSON, MAKES ANY WARRANTY AS TO THE AMOUNT, IF ANY, OF THE MINIMUM TAX WHICH WILL BE ASSESSED AGAINST THE CONDOMINIUM UNITS OR THE AMOUNT OF REAL ESTATE TAXES PAYABLE AT ANY TIME BY A UNIT OWNER.

6. No Tax Certiorari Proceedings

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

7. Section 528

Sponsor's attorney has opined that the Condominium may not be able to make an election under Section 528 of the Internal Revenue Code. (See Section X "Opinion(s) of Counsel on Real Estate Taxes and Tax Exemption" in Part I of the Offering Plan.)

8. Tax Benefits

Upon closing, Sponsor will make all tax benefit documents available to the Board of Managers for inspection and copying for the life of the benefits and will file all applications and timely comply with all procedures required to properly process and maintain the tax benefits.

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

ATTORNEY AT LAW

136-20 38th Avenue, Suite 10E
Flushing, New York 11354-4263
Tel.: (718) 886-7999
Fax.: (718) 886-7996

November 15, 2024

SECTION W

OPINION(S)
ON PROJECTION OF REAL ESTATE TAXES

Henry 824 LLC
5605 13th Avenue
Brooklyn, NY11219

Re: Henry 824 Condominium
824 56th Street
Brooklyn, NY11220

Dear Sirs:

We have over fifteen (15) years of experience in advising clients on the assessments of real estate taxes for properties located in the City of New York with and without 421-a Partial Tax Exemption (the "421a Program") and Industrial and Commercial Abate Program (the "ICAP") and we have successfully obtained tax exemption benefits for clients on over fifty (50) residential condominium buildings, apartment buildings and multi-family houses and commercial buildings.

Since 2008, we have prepared and filed numerous condominium offering plans (including making estimates on the tax liability of the condominiums units) with the Office of the New York State Attorney General (the "OAG") for developers of real property located in the City of New York. Up to now, over seventy (70) condominium offering plans have been accepted for filing with OAG.

We have now been asked to make an estimate of assessed valuation of Henry 824 Condominium after completion of construction.

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

1. The Condominium consists of all community facility units, which are located on the cellar floor through sixth (6th) floors.

To approximate the real estate taxes that will be due on the proposed community facility units of the building for 2026/2027 tax year, the following formula applies: Take the estimated assessed value of community facility units of the building, i.e., $562,630.00, and multiply this estimated assessed value by the estimated then current Class 2 tax rate of 10.664% (which tax rate reflects the average of the tax rates for previous three tax years available) for the community facility units. The estimated real estate taxes for the community facility units of the building will approximately be about $59,998.00.

2. Purchasers are advised that the estimated assessed value of the Condominium in paragraph 1 above reflects the assessment for the first year Condominium operation while the Condominium Building is under construction, the assessed value and therefore the real estate taxes may increase materially when the full valuation of the building is reassessed on the first status date (i.e., January 5) after construction is complete for the following tax year (i.e., tax year of 2028/2029), commencing from July 1, 2028.

To approximate the real estate taxes that will be due on the proposed community facility portion of the building for 2028/2029 tax year, the following formula applies: Take the estimated assessed value of community facility units of the building, i.e., $770,726.00, and multiply this estimated assessed value by the estimated then current Class 2 tax rate of 10.664% (assuming the tax rate remains unchanged) for the community facility units. The estimated real estate taxes for the community facility units of the building will approximately be about $82,190.00.

Note: The estimated real estate taxes for tax year of 2027/2028 are considered to remain about the same (without material changes) as those for tax year of 2026/2027 for both community facility units while the Condominium building is still under construction.

3. The Sponsor will obtain individual tax lot for each Condominium Unit. After the Units are separately assessed, each unit will be taxed as a separate tax lot for real estate tax purposes and the Unit owner will not be responsible for the payment of, nor will the Unit be subjected to any lien arising from the non-payment of taxes on other Units. The actual real estate taxes payable by each Unit will be based on the percentage of common interest of each Unit in the condominium building.

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

COUNSEL MAKES NO WARRANTY AS TO THE AMOUNT OF REAL

ESTATE TAXES PAYABLE AT ANY TIME BY A UNIT OWNER. OUR OPINION IN THE PROCEEDING PARAGRAPHS IS NOT A GUARANTEE; IT IS BASED ON EXISTING RULES OF LAW APPLIED TO THE FACTS AND DOCUMENTS REFERRED TO ABOVE. NO ASSURANCE CAN BE GIVEN THAT THE TAX LAWS OR TAX ASSESSMENT PRACTICES UPON WHICH COUNSEL BASES THIS OPINION WILL NOT CHANGE.

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

Very truly yours,

Lawrence Lixin Yang, P.C.

Lawrence Yang

Lawrence (Lixin) Yang, Esq.

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

ATTORNEY AT LAW

136-20 38th Avenue, Suite 10E
Flushing, New York 11354-4263
Tel.: (718) 886-7999
Fax.: (718) 886-7996

November 15, 2024

SECTION X

OPINION OF COUNSEL

Henry 824 LLC
5605 13th Avenue
Brooklyn, NY11219

Re: Henry 824 Condominium
824 56th Street
Brooklyn, NY11220

Dear Sir/Madam:

We have reviewed your Offering Plan including schedules, exhibits and documents for the Condominium known as Henry 824 Condominium.

We have now been asked to render an opinion on (1) Tax Deduction on Real Estate Taxes; (2) Condominium Income Taxes; (3) Section 528 Tax Exemption; (4) Eligibility for Abatement under the Industrial and Commercial Abatement Program (Hereinafter the "ICAP"); and (5) Condominium Common Interest Assignment with regard to each of the Unit(s) in said Condominium.

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

1. Tax Deduction on Real Estate Taxes

The Purchaser of a Condominium Unit at Henry 824 Condominium will receive a legal title in fee simple to a Condominium Unit as well as ownership of an undivided interest in the common elements and in the limited common elements appurtenant to his/her Unit. As an owner in fee simple, the Purchaser has the right to take out a

separate mortgage as well as the obligation to pay property taxes on his/her individual Unit.

However, the new TCJA provides that, inter alia, for the tax years between 2018 through 2025 (which might be extended and/or further amended), individual deductions from federal tax income on the amount that he/she has paid as state, local real property taxes and personal property taxes shall not exceed $10,000.00 (26 U.S.C.§164(b)(6)(B)).

Therefore, it is our opinion that at the present time the owner of a Condominium Unit of Henry 824 Condominium may deduct from his/her federal income taxes all payments made on real estate taxes (state and local) and personal property taxes in the year paid or accrued covering his/her Condominium Unit to the extent that are allowed under the new TCJA.

2. Condominium Income Taxes

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

3. Section 528 Tax Exemption

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

Based on the information provided to us in the Offering Plan, we opine that the Condominium will not satisfy the Section 528 criteria because none of the total square footage of all units within the project will be used as residences, and therefore the Condominium will not meet the criteria to elect eligibility under Section 528. (13 N.Y.C.R.R. § 20.3(y)(2))

4. Eligibility for Abatement under the ICAP

(a) The ICAP program was enacted pursuant to Section 489-aaaaaa, et seq.

of the Real Property Tax Law of the State of New York, Section 11-268, et seq. of the Administration Code of the City of New York and has been implemented through regulations promulgated by the New York City Department of Finance and the New York City Department of Small Business Services Division of Labor Services (Hereinafter the "NYCDLS", collectively the "ICAP Rules"). The law is designed to encourage the new construction, modernization, expanding, or otherwise physically improving of industrial and commercial buildings in certain areas in the City of New York by offering a partial abatement from real estate taxes for a certain number of years. The abatement shall be the amount of the abatement base, which is determined to be the amount by which the post-completion tax on a building or structure exceeds one hundred fifteen percent of the initial tax levied on a building or structure. (See RPTL§ 489-bbbbbb(2)(a)). The abatement does not eliminate all real estate taxes.

The initial tax shall be determined by multiplying the final taxable assessed value, without regard to any exemptions, shown on the assessment roll with a taxable status date immediately preceding the issuance of the first building permit by the initial tax rate. . . The initial tax rate shall be the final tax rate applicable to the assessment roll with a taxable status date immediately preceding the issuance of the first building permit. See RPTL§ 489-bbbbbb(2)(b)(i).

The post-completion tax is determined by multiplying the initial tax rate by the final taxable assessed value, without regard to any exemptions, that would be shown on the assessment roll but for the abatement, on the assessment roll with a taxable status date immediately following the earlier of: (i) completion of construction; or (ii) four years from the date of issuance of the first building permit. See RPTL§ 489-bbbbbb(2)(c).

To be eligible for an abatement under the ICAP, new commercial construction can be anywhere in the City of New York except in some parts of Manhattan (i.e., the areas that are south of 96th Street (including the south side 96th Street) and north of Murray, Frankfort, and Dover Streets). Commercial renovations can be anywhere in the City of New York except in some parts of Manhattan (i.e., the areas between 59th Street and 96th Street (including north side of 59th street and south side of 96th street).

In addition to the requirement of location for the project, its applicant must meet such other requirements as the time of filing applications, minimum expenditure within applicable time periods, notice of completion, reaching out to Minority and Women-owned Business Enterprises (M/WBE), Notice to NYCDLS, and other milestones.

(b) In rendering this opinion, we have relied on the following information which you have provided or represented to us:

(i) The property is located at 824 56th Street, in the Borough of Brooklyn, County of Kings, City and State of New York.

(ii) You have filed both the Preliminary and Final Application of Eligibility timely.

(iii) You have notified NYCDLS at least fifteen (15) business days before commencement of work, if applicable.

(iv) You have reached out to Minority and Women-owned Business Enterprises (M/WBE).

(v) Upon completion the commercial portion of the building will be subdivided into individual lots separate from the residential portion of the building, if applicable.

(vi) All work will be performed in accordance with applicable laws and regulations and all required filings will be made with the Department of Buildings and all agencies having appropriate jurisdiction.

Based on the information supplied to us and subject to your timely and proper satisfaction with all the requirements under the ICAP Rules, it is our opinion that upon completion of the construction, issuance of a Final Certificate of Occupancy by the New York City Department of Buildings, and approval of the various New York City departments having jurisdiction thereof, the building will qualify for abatement under the ICAP program.

(c) (i) To approximate the real estate taxes that will be due on the proposed building as a result of the ICAP program being applied for the first year Condominium operation, assuming that you will have obtained the Final Certificate of Occupancy for the condominium building as anticipated(i.e. after July 1, 2027 and before December 31, 2027), the following formula applies: Take the commercial portion of the final taxable assessed value of the property, without regard to any exemptions, shown on the assessment roll with a taxable status date immediately preceding the issuance of the first building permit for the construction (i.e., $32,515.00 for tax year 2016/2017), and multiply this final taxable assessed value by the initial tax rate, with the product of which times one hundred fifteen percent (115%). Using this figure as the base, it will be assumed that no increase in assessed value to the property will occur for any reason other than construction (for example, increases or decreases of equalization) for the period of between the tax year that construction began and the end of the year after completion of construction of the building. The initial property tax rate is $10.574 for each $100.00 of the final taxable assessed value. Thus, taking into account the assumptions made, an approximation of the annual taxes due on the property for tax year 2026/2027(during first year of condominium operation), assuming that the ICAP program is granted, is approximately $15,900.00 for the building.

Note: Due to the delay of construction, the difference, i.e. [the estimated final taxable assessed value during 2026/2027 tax year (i.e. $562,630.00) minus the final taxable assessed value during 2021/2022 tax year (four years from the date of issuance

of the first building permit) (i.e. $507,705.00)] times 10.574%, has been added to the actual amount of real estate taxes to be levied.)

(ii) In the event that the ICAP program benefits are not secured, an estimate of the real estate taxes due on the building can be determined by taking the projected then current tax rate for the building and multiplying that rate by the estimated assessed valuation of the building for tax year of 2026/2027 (i.e., 562,630.00). Using a tax rate for the projected then estimated current tax class 4 of $10.664 for each $100.00 of assessed value, the estimated annual real estate taxes would be $59,998.00 for the building.

(iii) (I) Prospective purchasers are advised that the estimated assessed value of the Condominium in Subsections 4 (c)(ii) above reflects the assessment for the first year Condominium operation while the Condominium Building is under construction, the assessed value and therefore the real estate taxes may increase materially when the full valuation of the building is reassessed on the first status date (i.e., January 5) following issuance of the Final Certificate of Occupancy for the next tax year (i.e., tax year of 2028/2029), commencing from July 1, 2028.

(II) The projected real estate tax for the Condominium for tax year of 2028/2029, after the full valuation of the building has been reassessed, is estimated to be around $82,190.00. The calculation is made by multiplying the estimated assessed value of the Condominium property in the tax year of 2028/2029 (i.e., $770,726.00) by the projected then current Class 4 tax rate of 10.664% (assuming the tax rate remains unchanged) for the such Condominium property.

Note: The estimated real estate taxes for tax year of 2027/2028 will remain about the same as those for tax year of 2026/2027 while the Condominium building is still under construction.

5. Condominium Common Interest Assignment

The percentage interest of each unit in the common elements shown in Schedule A of the Offering Plan is assigned so that such interest for each of the units is in approximate proportion that the fair value of the unit at the date of declaration bears to the aggregate fair value of all the units. In the case of Henry 824 Condominium, the fair value is based on the calculations of the values of the salable net square footage provided by the Sponsor's architect. In our opinion, this method of assigning the percentage of common interest to each unit is in compliance with Real Property Law Section 339-I (1)(i). This opinion is based on other expert factual determinations as required by Section 20.3(i) of Part 20 (See Section I "Compliance with Real Property Law Section 339 (I)" in Part I of the Offering Plan for a copy of the letter by Grand Development Realty LLC, dated as of November 15, 2024). (13 N.Y.C.R.R. § 20.3(y)(5))

IN OUR OPINION, THE UNIT OWNERS IN THE CONDOMINIUM WILL BE ELIGIBLE FOR THE REAL ESTATE TAX DEDUCTIONS, TAX TREATMENT

AND EXEMPTION DESCRIBED IN PARAGRAPHS (1), (2) AND (4) ABOVE. THE TAX BENEFITS UNDER PARAGRAPHS (1) AND (2) WILL LIKELY BE AVAILABLE TO UNIT OWNERS DURING THE FIRST YEAR OF CONDOMINIUM OPERATION BUT TAX BENEFITS UNDER PARAGRAPH (4) WILL ONLY BE APPLIED RETROSPECTIVELY WHEN OBTAINED. HOWEVER, OUR OPINION IN THE PROCEEDING PARAGRAPHS IS NOT A GUARANTEE; IT IS BASED ON EXISTING RULES OF LAW APPLIED TO THE FACTS AND DOCUMENTS REFERRED TO ABOVE. NO ASSURANCE CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASES THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL THE SPONSOR, THE SPONSOR'S COUNSEL, THE BOARD OF MANAGERS OF THE CONDOMINIUM, THE SELLING AGENT OR ANY OTHER PERSON BE LIABLE IF THERE ARE CHANGES IN THE FACTS ON WHICH COUNSEL RELIED IN ISSUING THIS OPINION OR IF THERE ARE CHANGES IN THE APPLICABLE STATUTES, REGULATIONS, DECISIONAL LAW OR INTERNAL REVENUE SERVICE RULINGS ON WHICH COUNSEL RELIED WHICH CAUSE THE CONDOMINIUM TO START TO OR CEASE TO SATISFY THE REQUIREMENTS OF SECTION 528 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE NEW YORK STATE TAX LAW, AS AMENDED, AND CAUSE THE UNIT OWNERS NOT TO BE ENTITLED TO INCOME TAX DEDUCTIONS, OR WHICH CAUSE UNIT OWNERS NOT TO BE OR CEASE TO BE ENTITLED TO THE BENEFITS DESCRIBED ABOVE.

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

Very truly yours,

Lawrence Lixin Yang, P.C.

Lawrence Yang

Lawrence (Lixin) Yang, Esq.

SECTION Y RESERVE FUND

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

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

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

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

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

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

SECTION Z WORKING CAPITAL FUND

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

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

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

3. Adjustments for any budget item that has to be paid before the sale of the first Condominium Unit, e.g., insurance, or prepaid expenses, will be made between the Sponsor and the Board of Managers and deducted only from the working capital fund. 13 NYCRR. § 20.3(z)(3).

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

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

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

5. (a) No representation is made that the Working Capital Fund will be sufficient to cover current or future expenses, including repair of the common elements, or other purposes as determined by the Board of Managers and its agents in their discretion.

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

(c) Except as set forth above no Working Capital Fund has been provided for.

NEITHER THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK NOR ANY OTHER GOVERNMENTAL AGENCY HAS MADE ANY JUDGMENT AS TO THE ADEQUACY OF ANY WORKING CAPITAL FUND BUDGET ITEM.

SECTION A (a)

MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

1. (a) The Board of Managers will enter into a Management Agreement with Sponsor (Hereinafter the "Managing Agent"). The Agreement will be for a term commencing upon the date of the conveyance of the first Unit and expiring two (2) years thereafter, at an annual fee of $4,895.40 payable in equal monthly installments. Such management fee is ten percent (10%) of the common charges to be collected. SUCH MANAGEMENT AGREEMENT WITH THE SPONSOR SHALL NOT BE CANCELLED FOR ONE (1) YEAR. After one (1) year, it may be cancelled by either party upon sixty (60) days written notice with or without cause (13 NYCRR 20.3 (aa) (1) (vii).) The Managing Agent will be obligated to bill and collect common charges, hire and fire employees, supervise alterations and repairs, maintain the Condominium's books and records, advise the Board of Managers regarding its proposed annual budget, purchase supplies for the Condominium and generally perform the duties of a managing agent for condominium. In performing these duties, the managing agent may engage contractors on behalf of the Board of Managers for the purpose of carrying out the maintenance and repair of the common elements.

(b) Although the Managing Agent is affiliated with the sponsor, it shall nevertheless have a fiduciary duty to the Condominium.

2. The Board of Managers shall reimburse the Managing Agent for its costs and expenses incurred and indemnify the Managing Agent against any liabilities for the acts properly performed pursuant to the Agreement.

3. Ming Wu Yuan, having a business address at 824 56th Street, Brooklyn, NY 11220 will be the officer(s) of the Managing Agent.

4. Until such time as the Declaration of the Condominium is recorded, Sponsor reserves the right to designate another person or entity as managing agent as per the terms set forth above as well as the right to enter into any new service or concession contracts or to renew or replace any such contract which may expire for the services described in Schedule B to this Plan.

5. No such contract, however, will be for a term expiring more than two (2) years after the recording of the Declaration, unless it provides for a cancellation thereafter upon ninety (90)-day written notice. Sponsor will endeavor to obtain all such new, renewal and replacement contracts on a competitive cost basis.

6. The Management Agreement is not assignable by the agent unless the Managing Agent is the Sponsor.

7. Other than the Management Agreement that the Board of Managers will enter into with the Managing Agent (Sponsor) with major terms as described in Subsections 1 and 2 above, the Sponsor has not entered into any agreements that will be binding on the condominium (13 NYCRR § 20.3(aa)(2)).

SECTION A (b) IDENTITY OF PARTIES

1. Sponsor

(a) (i) The Sponsor, Henry 824 LLC, a New York limited liability company with an office at 824 56th Street, Brooklyn, NY 11220, was formed on January 9, 2014. It has not engaged in any business other than constructing the subject Building, and Henry 824 Condominium is the Sponsor's first condominium development.

(ii) The Sponsor's principals consist of the following individuals: Ming Wu Yuan, who has a business address at 824 56th Street, Brooklyn, NY 11220. Mr. Yuan is Managing Member of Henry 824 LLC, a company specializing in real estate. The principal has experience in running business and make investment in real estate.

(iii) Neither Sponsor nor its principals have ever had any prior felony convictions. There have not been any prior bankruptcies, convictions, injunctions and judgments against Sponsor, any principal of Sponsor, or entities in which the principals of Sponsor were principals, that may be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of the proposed Offering Plan. Ming Wu Yuan is a member of the sponsor and an individual who owns or controls a ten percent (10%) or more equity interest in the sponsor.

13 NYCRR§20.3(ab) (1)

(b) (i) Neither sponsor nor any affiliates of sponsor have participated in any other real estate syndications including condominium and cooperative projects, or planned unit development homes, or time shares which were offered within the past five (5) years.

(ii) Neither sponsor's principals nor any affiliates of sponsor's principals have participated in any real estate syndications including condominium and cooperative projects, or planned unit development homes, or time shares which were offered within the past five (5) years.

13 NYCRR§20.3(ab) (2)

(c) Other than the subject Building, the sponsor, general partner or principal of the sponsor, or the holder of unsold shares, does not own ten (10) percent or more of the unsold shares or units as an individual, general partner or principal, in any cooperative, condominium or homeowner's association.

13 NYCRR §20.3(ab)(3)

2. Sponsor's Attorney

Sponsor has retained Lawrence Yang, Esq./Lawrence Lixin Yang, P.C. at 136-20 38th Avenue, Suite 10E, Flushing, NY 11354 to represent it in connection with the Plan. Lawrence (Lixin) Yang, Esq. prepared the Plan, the Declaration, the By-Laws and the forms of Purchase Agreement, Condominium Unit Deed for the Units and Condominium Unit Power of Attorney and has also rendered an opinion with respect to the availability of income tax deduction to purchasers of Units. Sponsor will be represented by Lawrence Yang, Esq./Lawrence Lixin Yang, P.C. at 136-20 38th Avenue, Suite 10E, Flushing, NY 11354 for contract and closing of the units. Lawrence Lixin Yang, P.C. will be the escrow agent for the Purchaser's deposits. Sponsor's attorney has no relationship with the Sponsor. 13 NYCRR§20.3(ab) (4).

3. Architect/Professional Engineer

The Description of the Property and Specifications included in the Offering Plan as Section EE and the certifications of such report in the Plan as Section II, were prepared by Jian Yang, Professional Engineer, of Yang Engineering LLC, having an office at 18 Braeburn Court, Livingston, NJ 07039. Sponsor's architect has no relationship with the Sponsor. 13 NYCRR §20.3 (ab) (7).

4. Managing Agent

(a) The Sponsor, Henry 824 LLC, will be the Managing Agent. Neither the Sponsor nor Mr. Ming Wu Yuan, president of the first Board of Managers, has experience in managing condominium buildings.

(b) (i) There are no prior felony convictions of the managing agent and any principals of the managing agent.

(ii) There are no prior convictions, injunctions and judgments against the managing agent or any principal of the managing agent that may be material to the offering plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of the proposed offering plan.

13 NYCRR§20.3(ab) (5)

5. Selling Agent

(a) The Sponsor will also act as the Selling Agent for the Condominium. Neither Sponsor nor the principal of the Sponsor, Mr. Ming Wu Yuan, has experience in selling real estate.

(b) (i) There are no prior felony convictions of the managing agent and any principals of the managing agent; or

(ii) Any prior convictions, injunctions and judgments against the

managing agent or any principal of the managing agent that may be material to the offering plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of the proposed offering plan.

13 NYCRR §20.3(ab) (6)

6. As stated above, (a) the Sponsor will be the Selling Agent and Managing Agent of the condominium and the principal(s) will be the principal(s) of the Selling Agent and Managing Agent of the condominium; (b) the Sponsor and its principal(s) have no relationship with the architect/professional engineer who provided the Description of the Property and Specifications and the certifications of such report in the Plan; and(c) except that Sponsor will enter into a Management Agreement with the Board of Managers for the management of the condominium the Sponsor or its principal(s) does not have any relationship with any person or firm who will provide services to the condominium subsequent to the commencement of condominium operation (13 NYCRR§20.3(ab) (8)).

SECTION A (c) REPORTS TO UNIT OWNERS

Reports to Unit Owners

(a) It is the obligations of the Board of Managers of the Condominium to give all Unit Owners annually:

(i) A financial statement of the Condominium prepared by a certified public accountant or public accountant within three (3) months after the end of the fiscal year; such statement shall be certified while Sponsor is in control of the Board of Managers;

(ii) Thirty (30)-day prior written notice of the annual Unit Owners' meeting; and

(iii) A copy of the proposed annual budget of the Condominium at least thirty (30) days prior to the date set for adoption thereof by the Board of Managers; while Sponsor is in control of the Board of Managers such budget shall be certified for adequacy by expert in compliance with 13 NYCRR §20.4(d).

SECTION A (d) DOCUMENTS ON FILE

The Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the plan, on file and available for inspection without charge and copying at a reasonable charge at Sponsor's office located at 824 56th Street, Brooklyn, NY 11220, or a location as Sponsor may designate from time to time, for six (6) years from the date of closing of title to the first Unit. Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office upon closing of title to the first Unit.

SECTION A (e) GENERAL

1. There are no law suits, administrative or other proceedings pending against Sponsor which may materially affect the offering, the property, Sponsor's capacity to perform all of its obligations under this Plan, the Condominium or the operation of the Condominium.

2. The property has not been the subject of any other prior public offering.

3. In accordance with the Laws of the State of New York, Sponsor represents that Sponsor will not discriminate against any person because of marital status, disability, race, creed, color, national origin, sex or ancestry in the sale of Units offered by this Plan or in the leasing of any Units.

4. (a) This Plan contains a fair summary of the pertinent provisions of the various documents referred to herein and does not knowingly omit any material fact or contain any untrue statement of material fact relating to this offering. Any information or representation made, not contained in this Plan, must not be relied on. This Plan may not be modified orally.

(b) This Plan may be amended at any time and from time to time provided that, if the amendment is a material and substantial modification of the Plan which materially adversely affects Purchasers, then anyone who has theretofore executed a Purchase Agreement shall be given not less than thirty (30) days after a copy of duly filed amendment is mailed or otherwise delivered to them by written notice to Sponsor to cancel the Purchase Agreement and to obtain a refund in full, of the down payment made therewith.

5. No contracts or agreements have been entered into and no deposits or advances of funds accepted by Sponsor as of the date the Plan is accepted for filing by the Department of Law.

6. All of the Units offered in the Plan are vacant and free of tenancies as of the date of submission of the Plan to the Department of Law.

7. The Offering Plan sets forth all the material terms of the offer. (13 NYCRR§20.3(d)(1))

SECTION A (f)

SPONSOR'S STATEMENT OF BUILDING CONDITION

1. The Sponsor adopts the "Description of Property and Specifications" set forth in Section EE of Part II of the Plan prepared by Jian Yang, Professional Engineer, of Yang Engineering LLC, having an office at 18 Braeburn Court, Livingston, NJ 07039. Sponsor has no knowledge of any material defects or need for major repairs to the property except as set forth in the "Description of Property and Specifications".

2. Inasmuch as the building is newly constructed, there is no official inspection report available reflecting upon conditions of the premises such as notices violations or reports required by local law. In compliance with the federal law, lead-based paint is not used for the construction of the building.

3. This Plan contains a fair summary of the pertinent provisions of the various documents referred to herein and does not knowingly omit any material fact or contain any untrue statement of material fact relating to this offering. Any information or representation made, not contained in this Plan, must not be relied on. This Plan may not be modified orally.

Dated: Kings, New York
March 12, 2025

Sponsor

Henry 824 LLC

PART II

SECTION AA

PURCHASE AGREEMENT

Henry 824 LLC

Sponsor/Seller

to

Purchaser

Unit No.

Henry 824 Condominium
824 56th Street
Brooklyn, NY 11220

HENRY 824 CONDOMINIUM

Unit No. _____
824 56th Street
Brooklyn, NY 11220

THIS PURCHASE AGREEMENT (Hereinafter the "Agreement") is made as of _____, 2026, between Henry 824 LLC, a New York limited liability company, having an office at 824 56th Street, Brooklyn, NY 11220 (Hereinafter the "Sponsor/Seller") and _____, having an address at _____ _____ (Hereinafter the "Purchaser").

W I T N E S S E T H

1. Purchase Price.

(a) The purchase price (Hereinafter the "Purchase Price") is $_____, payable as follows:

(i) $ _____, constituting a down payment in the amount of ten percent (10%) of the Purchase Price upon execution of this Agreement by check (subject to collection), receipt of which is hereby acknowledged; and

(ii) $ _____, constituting the balance of the Purchase Price, in cash or good certified check of Purchaser or official bank check, on the delivery of the deed as hereinafter provided (subject to the provisions of subsection 1(b) hereof).

(b) All checks shall be drawn on a New York bank or trust company which is a member of the New York Clearing House Association. All checks in payment of the portion of the Purchase Price referred to in subsection 1(a)(i) hereof shall be made payable to the order of "Lawrence Lixin Yang, P.C. As Attorney" and all checks in payment of the portion of the Purchase Price referred to in subsection 1(a)(ii) hereof shall be made payable to the direct order of the Sponsor/Seller.

(c) Any portion of the Purchase Price to be loaned by a bank, trust company or other lending institution may be paid on the Closing Date (as hereinafter defined), provided the Sponsor/Seller shall have been furnished with a copy of a written mortgage loan commitment accepted by Purchaser from such bank, trust company or other lending institution for such portion of the Purchase Price as is being borrowed, on or before the date such portion of the Purchase Price would otherwise have been due under subsection 1(a) hereof.

2. The Offering Plan and Provision of Conflicts.

(a) Purchaser acknowledges having received and read a copy of the Offering

Plan for Condominium ownership of the premises located at 824 56th Street, Unit No. ____, Brooklyn, New York and all amendments thereto filed with the Department of Law of the State of New York (Hereinafter the "Plan") within a seventy-two (72) hour period immediately preceding the execution of this Agreement by Purchaser. The Plan is incorporated hereby by reference and made a part hereof with the same force and effect as if set forth at length.

(b) In the event of any inconsistency between the terms of the Plan and those of this Agreement, the terms of the Plan shall control. (13 NYCRR § 20.3(o)(19))

3. Definitions.

Terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise requires.

4. Architectural Plans.

Purchaser has been given an opportunity to examine the architectural plans and specifications for the above-numbered Unit and for the building in which it is located (Hereinafter the "Building"), prepared by Jian Yang, Professional Engineer, of Yang Engineering LLC, having an office at 18 Braeburn Court, Livingston, NJ 07039 (Hereinafter the "Architect").

5. Construction.

The construction of the building and Unit and the materials, equipment and fixtures installed therein shall be substantially in accordance with the plan and the Architectural Plans and specifications as said plans and specifications are modified or amended as provided in the plan. The issuance of a Final Certificate of Occupancy for entire Building shall be deemed presumptive evidence that the Building has been fully completed in accordance with the plans and specifications.

6. The Unit.

Sponsor/Seller agrees to sell and convey and Purchaser agrees to purchase the Unit (Hereinafter the "Unit") designated as Unit No. ____ in the Declaration, together with a _____% undivided interest in the Common Elements appurtenant thereto, together with and subject to the easements, covenants, rights and benefits set forth in the Declaration and By-Laws, and upon and subject to the terms and conditions set forth herein.

7. Closing.

(a) The closing of title shall take place on no less than thirty (30) days' written notice to Purchaser's Attorney at such place as Sponsor/Seller may designate, at an hour and on a date (Hereinafter the "Closing Date") to be specified by Sponsor/Seller.

Such date shall be no earlier than thirty (30) days after the date on which written notice is given to Purchaser's Attorney that the Plan has been declared effective (unless Purchaser and Sponsor/Seller shall agree on an earlier Closing Date). The closing of title may be adjourned to such later date as the parties may agree upon in writing, and such adjourned date shall then be deemed the Closing Date hereunder. Purchaser shall be entitled to one (1) reasonable adjournment of up to fifteen (15) days, on five (5) days written notice by Purchaser to Sponsor/Seller.

(b) The Sponsor anticipates that the first closing of the Unit will occur on or about July 1, 2026. Purchasers will be offered a right of rescission if the actual date of closing of title to the first Unit occurs later than July 1, 2027, i.e., twelve (12) months after the projected date for the closing of title to the first Unit. If the Plan is amended to provide a later projected date for the first closing, purchasers who enter into purchase agreements after the amendment is accepted for filing will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date.

8. Delivery of the Deed and Power of Attorney to the Condominium Board.

(a) At the closing of title, Sponsor/Seller shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying title to the Unit to Purchaser (Hereinafter the "Deed"). The Deed shall be prepared by Sponsor/Seller substantially in the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor/Seller in the form necessary for recording.

(b) At the closing of title, and simultaneously with the delivery of the Deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a Power of Attorney to the Condominium Board prepared by Sponsor/Seller and substantially in the form set forth in Part II of the Offering Plan (Hereinafter the "Power of Attorney").

(c) The Deed and Power of Attorney to the Condominium Board shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor/Seller's Attorney) for recording in the Office of the City Register of the City of New York (Hereinafter the "City Register's Office"). After being recorded, the Deed shall be returned to Purchaser and the Power of Attorney shall be sent to the Condominium Board.

9. Marketable Title.

At the closing of title, Sponsor/Seller shall convey to Purchaser good and marketable title in fee simple, free and clear of all encumbrances other than those set forth in Exhibit A hereto annexed, which has been made a part hereof, and mortgages, if any, covering the Unit, which Purchaser assumes. Any encumbrances to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered to the proper party together with the recording or filing fees or (b) Liberty Land Abstract, Inc., or any other reputable title insurance company will insure

Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

10. Expenses of Closing and Closing Adjustments.

(a) Purchaser will pay the closing costs and expenses referred to in Section Q of the Offering Plan (as same may be amended from time to time) entitled "Unit Closing Costs and Adjustments", said costs and expenses shall include, without limitation, (i) the New York State Real Estate Transfer Taxes and the New York City Real Property Transfer Taxes; (ii) contribution to the working capital of the Condominium referred to in said Section; (iii) the amount of any credit for mortgage recording tax, if applicable; (iv) the Purchaser's proportionate share of the fee for 421-a Partial Tax Exemption program paid to the City of New York as set forth in said Section, if applicable; and (v) Sponsor's attorney fees: such as (1) closing fee of $3,000.00 for a commercial/community facility unit, (2) attendance fee of $350.00 if Purchaser desires to have the closing other than at the office of Sponsor's Attorney, (3) assistance fee of $350.00 for mortgage application (See Subsection 10(b) below), and (4) legal fee of $350.00 for each assignment of, and/or amendment to, the Purchase Agreement required by the Purchaser.

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

(c) In the event that the Purchaser desires to terminate or otherwise cancel the Purchase Agreement that is fully executed and in full force and effect, the Purchaser agrees to pay fifty percent (50%) of the Sponsor's Attorney Fee provided in Section Q "Unit Closing Costs and Adjustments".

(d) Real estate taxes and common charges and expenses shall be adjusted between Sponsor/Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Sponsor/Seller in excess of $1,000.00 will be paid by certified check or bank check.

(e) Recording charges, fees and taxes, as set forth in the Plan, are based on the rates in effect on the date of the Plan and are subject to change without notice.

11. Escrow of Deposits.

(a) The law firm of Lawrence Lixin Yang, P.C., with an address at 136-20 38th Avenue, Suite 10E, Flushing, New York 11354, and a telephone number of (718)886-7999, shall serve as escrow agent (Hereinafter the "Escrow Agent") for the Sponsor and Purchaser. Escrow Agent has designated the following attorney(s) to serve as signatories: Lawrence (Lixin) Yang. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof,

or have any beneficial interest in any of the foregoing.

(b) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow (Hereinafter the "Deposit").

(c) The Escrow Agent has established the escrow account at Citibank, located at 215 Jericho Turnpike, Floral Park, New York 11001, in the State of New York (Hereinafter the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Henry 824 Condominium Escrow Account (Hereinafter the "Escrow Account"). The Escrow Account is an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per deposit. Any deposit in excess of $250,000.00 will not be insured. Additionally, any other deposits a purchaser has at the escrow bank will count toward the $250,000.00 FDIC insurance limit.

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

(e) No fees of any kind may be deducted from the Escrow Account, and the Sponsor/Seller shall bear all costs associated with the maintenance of the Escrow Account.

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

(g) The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such Deposit within fifteen (15) business days after tender of the Deposit, he/she/it may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

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

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

(j)

(I) The Escrow Agent shall release the Deposit if so directed:

(1) Pursuant to the terms and conditions set forth in the Purchase Agreement in Subsection 7 upon closing of title to the Unit; or

(2) In a subsequent writing signed by both Sponsor/Seller 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 this Subsection 11(j)(I) (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/Seller prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to this Subsection 11(j)(I) (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.

(II) The Sponsor/Seller shall not object to the release of the Deposit to:

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

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

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

statutes and regulations.

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

(l) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(m) A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e (2-b) and 352-h.

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

(o) Sponsor/Seller agrees that Sponsor/Seller and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

(p) Sponsor/Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e (2-b) and 352-h and the New York State Department of Law's regulations.

(q) Sponsor/Seller shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

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

(s) Sponsor/Seller agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities 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.

12. Binding Effect of Declaration, By-Laws and Rules and Regulations.

Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof.

13. Agreement Subject to Mortgage.

(a) No encumbrances shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agree(s) that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. Sponsor/Seller shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date unless Purchaser assumes such mortgages. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of his/her/its other obligations hereunder or be the basis of any claim against, or liability of, Sponsor/Seller, provided that any such mortgage is subordinated to the Declaration and the Unit is released from the lien of such mortgage.

(b) Purchaser may make his/her/its obligations under the Agreement contingent upon obtaining a mortgage loan by executing the Mortgage Addendum to Purchase Agreement attached hereto and compliance with the terms therein. In the event Purchaser does not comply with the terms set forth in the Mortgage Addendum to Purchase Agreement, Sponsor/Seller shall be entitled to declare this Agreement in default and retain the Down Payment and interest as liquidated and agreed upon damages. Should Purchaser comply with the terms set forth in the Mortgage Addendum to Purchase Agreement and fail to obtain a mortgage loan, Sponsor/Seller shall return the Down Payment and interest if any to Purchaser and thereafter the parties shall be released from any obligation under this Agreement.

(c) Therefore, if the obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing, any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose his/her/its deposit if he/she/it is unable to otherwise raise the monies for the balance of the Purchase Price. Prospective Purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the

Sponsor/Seller as to the availability or cost of such financing.

14. Agreement Subject to Plan Becoming Effective; Sponsor/Seller's Right to Cancel.

(a) This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Sponsor/Seller at any time prior to its being declared effective and shall be abandoned and deemed abandoned if it has not been declared effective within the time prescribed by the Plan. In the event Sponsor/Seller has decided to abandon the Plan after it has accepted Purchase Agreements, Sponsor/Seller shall promptly submit an amendment to the Office of the Attorney General of the State of New York along with Form RS-3 as promulgated by the Office of the Attorney General. If any payments have been received by Sponsor/Seller under the Purchase Agreements, such payments shall be returned in the form of checks in full amount with any interest earned thereon, if any, within five (5) days after the amendment abandoning the Plan has been accepted for filing by the Office of the Attorney General.

(b) If, after the Plan is declared effective, title to the Unit shall not close within the time set forth herein or in the Plan for any reason other than Purchaser's default, then, at Purchaser's option upon thirty (30) days written notice, this Purchase Agreement shall be deemed cancelled. If this Purchase Agreement is cancelled pursuant to the provisions of this Subsection, then not later than five (5) days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereof, if any, and upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations hereunder.

15. Defaults.

A. Default by Purchaser

(a) In the event Purchaser fails to make any payment on the date herein provided or on such later date as the parties hereto may agree upon, fails to close title on the closing date, or fails to perform any of the Purchaser's other obligations hereunder, Sponsor/Seller may send notice to Purchaser advising that Sponsor/Seller intends to cancel this Agreement if such default is NOT cured within thirty (30) days thereafter (Hereinafter the "Notice of Intention to Cancel"). TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If, within said thirty (30) day period, Purchaser fails to cure such default, Sponsor/Seller may, at its option, cancel this Agreement by sending notice to Purchaser notifying Purchaser that this Agreement has been cancelled at option of Seller/Sponsor (Hereinafter the "Notice of Cancellation"), provided that such Notice of Cancellation is sent within thirty (30) days as of the time when the Notice of Intention to Cancel had been sent. Thereupon this Agreement shall be deemed cancelled, void and of no further effect.

(b) If Sponsor/Seller has elected to cancel this Agreement pursuant to Subsection 15(a) above, Sponsor/Seller shall (i) certify to the Escrow Agent that Purchaser has defaulted and that Sponsor/Seller has elected to cancel this Agreement by

reason thereof, and (ii) send a request in writing to the Escrow Agent for the release of the Deposit (if the Deposit has been placed into the Escrow Account). The Deposit shall be disposed of pursuant to the provisions in Subsection 12 (j)(I) above.

(c) If, the Deposit is released to Sponsor/Seller pursuant to this Agreement, it will be deemed as liquidated damages. In no event shall liquidated damages exceed ten percent (10%) of the Purchase Price plus the cost of any special work ordered.

(d) If this Agreement is cancelled by Sponsor/Seller pursuant to the provisions of this Subsection 15, Sponsor/Seller may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale.

B. Default by Sponsor/Seller

If Sponsor/Seller fails to comply with any of the provisions of this Agreement after written notice from Purchaser specifying Sponsor/Seller's alleged failure and the expiration of thirty (30) business days from receipt of said notice in which to cure the alleged failure, then Purchaser may thereafter: (i) terminate this Agreement, whereupon the Deposit shall be returned to Purchaser, together with Purchaser's reasonable costs for title examination without insurance and thereafter this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder except for any obligation which expressly survives the termination of this Agreement, or, (ii) Purchaser shall have the right to bring an action against Sponsor/Seller to seek specific performance of Sponsor/Seller 's obligations hereunder no later than forty-five (45) calendar days after the expiration of all applicable notice and cure periods, provided that if such remedy is unavailable due to a transfer of title by Sponsor/Seller, then Purchaser may bring an action seeking damages. If Purchaser is the prevailing party in its specific performance action, Sponsor/Seller shall be obligated to pay all of Purchaser's cost in connection with such action. In the event Purchaser elects to proceed with an action for specific performance, Purchaser shall be entitled to record a Notice of Pendency of such action.

16. Possession of Unit Prior to Closing.

It is expressly understood and agreed that, except as otherwise provided in Section M "Procedure to Purchase" in Part I of the Offering Plan, Purchaser shall not take possession of the Unit prior to the time of the delivery of the deed and full compliance by Purchaser with the terms of this Agreement. Should Purchaser violate this provision, Purchaser hereby consents that Sponsor/Seller shall have the right to remove him/her/it from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, Purchaser shall be deemed in default hereunder at the option of Sponsor/Seller, and if Sponsor/Seller so elects, the Sponsor/Seller may cancel this Agreement and the amount deposited hereunder shall belong to Sponsor/Seller as liquidated damages deemed earned hereunder. It is further understood and agreed that Sponsor/Seller will not be responsible for damage or loss to any personal property before,

on or after the closing of title herein.

17. Sponsor/Seller's Inability to Convey the Unit.

In the event Sponsor/Seller is unable to deliver title to the Unit to Purchaser for any reason, other than Sponsor/Seller's obligation to cure violations and title which cost up to one-half (½) of one percent (1%) of the total Purchase Price, Sponsor/Seller's liability shall be limited to the return of the money deposited hereunder and upon return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, Sponsor/Seller shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever to cure such inability, and in such case, if Sponsor/Seller notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser shall have the option to (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor/Seller for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor/Seller shall within ten (10) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited hereunder, and upon making such payment, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liabilities under this Agreement and the Plan. The foregoing option must be exercised by notice of Purchaser in writing to Sponsor/Seller within ten (10) days after the giving of Sponsor/Seller's notice of refusal to cure such inability. If Purchaser fails to give any notice to Sponsor/Seller, it shall be conclusively deemed that Purchaser elected the second option above to terminate this Agreement.

18. Acceptance of Condition of Unit; Risk of Loss.

(a) (I) Purchaser shall accept title (without abatement in or credit against the Purchase Price or provision of escrow) notwithstanding that construction of (i) minor details of the Unit or the Building in which it is located or (ii) other Units or (iii) the landscaped area or (iv) other portions of the common elements have not been completed.

(II) Purchaser will examine his/her/its Unit with a representative of the Sponsor/Seller during normal business hours seventy-two (72) hours prior to the Closing Date and will sign and deliver to Sponsor/Seller on or before the Closing Date a Final Inspection Statement and Punchlist in the form as Exhibit B hereto annexed, acknowledging the condition in which he/she/it has received his/her/its Unit.

(III) Except as otherwise agreed by Sponsor/Seller and Purchaser, repairs and/or replacement of the items required by the Final Inspection Statement and Punchlist shall be made within fourteen (14) days as of, if not prior to, the Closing Date.

(b) (Omit this Subsection, if the Unit has not been completed.) Purchaser represents to Sponsor/Seller that he/she/it has examined the Unit and agrees that his/her/its execution of this Purchase Agreement shall constitute acceptance of the Unit

and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present condition on the date of this Purchase Agreement, subject to reasonable use, wear, tear, and natural deterioration between the date of this Purchase Agreement and the Closing Date.

(c) The risk of loss from fire or other casualty to the units, Common Elements and Limited Common Elements remains with Sponsor/Seller unless and until legal title to the Unit has been conveyed to Purchaser. Thereafter, it passes to the Unit Owner together with the limited common elements to which, as Unit Owner, has access.

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

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

(f) If an Interim Lease is entered pursuant to Section L "Interim Leases" in Part I of the Offering Plan, the risk that an Interim Lessee assumes is the risk of loss for the personal property not covered by the condominium insurance. Insurance proceeds are available to either Sponsor/Seller or the condominium for loss to the Unit and an Interim Lessee shall not assume such loss.

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

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

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

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

other arising out of this Agreement and the Plan.

(See Section M "Procedure to Purchase", Subsection 38 in Part I of the Offering Plan.)

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

19. Broker.

The Purchaser represents to Sponsor/Seller that _____ is the only broker or sales agent with whom Purchaser has dealt in connection with this transaction and Sponsor/Seller agrees to pay the commission earned by said broker, if any, pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor/Seller for commissions by any broker, other than the above-named broker on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold free and harmless Sponsor/Seller from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the delivery of the deed.

20. Warranties.

(a) Intentionally deleted.

(b) The Sponsor will assign to the Purchaser upon closing of title to his Unit and the Board of Managers upon the recording of the Declaration as applicable, warranties, if any, or manufacturers and subcontractors warranties relating to heating, electrical work, plumbing and appliances, as well as bonds relating to the Purchaser's unit of the common elements respectively, if any. Sponsor undertakes to do the above only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent such warranties and bonds are assignable. Subsequent to the conveyance of title to a Unit, Sponsor shall not be responsible for paint touch-ups to a Unit, dented porcelain or formica chips. Sponsor has no obligation to make any repair to the Units or the common elements except as expressly set forth in a survival agreement or Exhibit B, if any, entered between the parties at closing. Inasmuch as the Condominium Building consists of more than five (5) stories, the Condominium Building will not be covered by the Housing Merchant Implied Warranty. Sponsor does not warrant materials or workmanship of each Unit or common elements except as stated in this Subsection.

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

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

(d) Purchaser should note that:

(i) No steps taken by Sponsor/Seller to correct a defect shall act to extend the warranty period.

(ii) Sponsor/Seller accepts no responsibility for any warranty obligation for incidental or consequential damage caused by any defect.

(iii) These warranties give Purchaser specific legal rights. Purchaser may have other rights under State law.

(iv) These warranties are extended to you as Purchaser and are not extended to any subsequent Purchaser and mortgage lender who takes possession of the Unit.

(v) These warranties shall be void if Purchaser misuses, abuses or otherwise interferes with or changes Sponsor/Seller's original construction or installations.

(vi) Sponsor/Seller is not responsible for any work or material ordered directly by Purchaser from Sponsor/Seller's contractors or suppliers.

(vii) These warranties are specifically in lieu of any other guarantee or warranty, express or implied including any warranty of merchantability.

(viii) The provisions of this Subsection shall survive the delivery of the deed.

21. Agreement May Not Be Assigned.

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

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

22. Counterparts and Binding Effect.

(a) This Agreement may be (i) executed in several counterparts, all of which shall constitute one and the same instrument, and (ii) delivered by telecopy, facsimile or in portable document format (PDF) by electronic mail (which shall be deemed an original for all purposes). This Agreement shall not be binding on Purchaser or Sponsor/Seller until a fully executed copy hereof has been furnished to Purchaser or his/her/its attorney.

(b) If this Agreement is not accepted within twenty (20) days from the date hereof by the furnishing to Purchaser or his/her/its attorney of a fully executed copy, this Agreement shall be deemed to have been rejected and the Deposit (if paid upon execution hereof), with interest accrued thereon, if any, shall be returned promptly to Purchaser.

23. Notices.

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

To Sponsor/Seller: Henry 824 LLC
824 56th Street
Brooklyn, NY 11220
Attn: Ming Wu Yuan, Managing Member

With a copy to Lawrence Lixin Yang, P.C.
136-20 38th Avenue, Suite 10E
Flushing, New York 11354-4263
Attn: Lawrence Yang, Esq.
Tel.: (718) 886-7999
Fax.: (718) 886-7996
Email: lyang@lylawpc.com

To Purchaser: [Name]:
Address:
Attn:

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

or to such other address as the parties may from time to time designate in a Notice. Any Notice shall be deemed given on the date one (1) day after same is sent by a nationally

recognized overnight courier service, on the date personal delivery is made or the date of failure or refusal to accept or acknowledge delivery or on the date facsimile transmission is made, in each case, if delivery is made on a business day in New York City, New York. Seller and Purchaser acknowledge and agree that notices from the parties may be delivered by the respective counsel to the parties listed above.

24. Joint Purchasers.

The term "Purchaser" shall also mean "Joint Purchasers" when more than one (1) person are purchasers, in which case their obligations shall be joint and several.

25. Further Assurances.

Either party shall execute, acknowledge and deliver to the other party such instruments, including New York City Real Property Transfer Tax Return and New York State Combined Transfer Tax Return and Credit Line Mortgage Certificate, and take such other actions, in addition to the instruments and actions specifically provided for herein as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. Severability.

If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

27. Strict Compliance.

Any failure by Sponsor/Seller to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor/Seller, notwithstanding and such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

28. Governing Law.

The provisions of this Agreement shall be governed by the laws of the State of New York without regard to conflict of law principles.

29. Waiver of Jury.

EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY

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

30. Entire Agreement.

This Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them.

31. Certain References.

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein", "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions in this Agreement.

32. Successors and Assigns.

The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors, and permitted assigns and shall bind and inure to the benefit of Sponsor/Seller and its successors and assigns.

33. Captions.

The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

34. No Oral Changes.

This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by all parties.

35. Condominium Smoking Policy

(a) Upon commencement of the condominium operation, the Board of Managers of the Condominium shall, in compliance with the City of New York Administrative Code § 17-501. et al (the Smoke-Free Air Act) and the New York State Department of Law regulations, adopt a condominium smoking policy substantially in the form as Exhibit C hereto annexed.

(b) The condominium smoking policy is a material term of the Offering Plan and is incorporated into and form part of the Purchase Agreement. It must be incorporated into any agreement to rent a Unit or part thereof.

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

(d) This Subsection 35 shall survive the closing of title.

[SIGNATURES ON NEXT PAGE]

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

SPONSOR/SELLER:

Henry 824 LLC

By: _____
[Name]:
[Title]:

PURCHASER:

By: _____
[Name]:
[Title]:

ESCROW AGENT:

By: _____

EXHIBIT A

PERMITTED EXCEPTIONS

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

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

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

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

(iii) Easements in favor of those Units having restricted use to portions of the common elements;

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

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

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

(e) Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to use, and issuance of a permanent Certificate of Occupancy of the Building in which the Unit is located, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.

(f) Judgments against the insured or estates, interests, defects, objections,

liens, or encumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.

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

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

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

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

(k) Sponsor assigns any manufacturers' warranties with respect to equipment installed in the unit to the Unit Owner and assigns any warranties with respect to equipment installed in common elements to the Board of Managers.

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

(m) The lien of any unpaid common charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

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

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

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

EXHIBIT B

FORM INSPECTION STATEMENT AND PUNCHLIST

HENRY 824 CONDOMINIUM

FORM FINAL INSPECTION STATEMENT AND PUNCHLIST

Sponsor/Seller: Henry 824 LLC

Purchaser: _____

Condominium Unit: _____

Anticipated Closing Date: _____

We/I, Purchaser(s) of the above-captioned unit, inspected the same on _____ and accepted the conditions thereof as currently exist except for the items listed below:

Location	Remarks
Master Room	
Bedroom 1	
Bedroom 2	
Living Room	
Bathroom	
Kitchen	
Common Elements and Others	

IN WITNESS WHEREOF, this Final Inspection Statement and Punchlist has been duly executed by the parties herein:

Sponsor/Seller:

Henry 824 LLC

By: _____
[Name]:
[Title]:
[Date]:

Purchaser(s)

By: _____
[Name]:
[Title]:
[Date]:

EXHIBIT C

HENRY 824 CONDOMINIUM

SMOKING POLICY

Dated: _____

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the "Smoking Policy").

1. Definitions

(a) "Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

(b) "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

(c) "Tenant" means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

(d) "Unit Owner" means the individual(s) or entity owning a Condominium Unit in the Condominium.

2. Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

(a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

(b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

(c) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant.

(d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, any area within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

3. Penalties for Violations

(a) Every person who violates Subsections (a), (b), (c) or (d) of Section 2 shall, for a first violation thereof, pay a fine of One Hundred Dollars ($100.00); for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

(b) Failure of any person to pay penalties as provided in this Section (a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

4. Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

5. Enforcement

(a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

(b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

6. Effective Date

This Smoking Policy is effective immediately.

Board of Managers
of
Henry 824 Condominium

SECTION BB

MORTGAGE ADDENDUM

TO

PURCHASE AGREEMENT

OF

HENRY 824 CONDOMINIUM

Henry 824 LLC

Sponsor/Seller

to

Purchaser

824 56th Street
Unit No.
Brooklyn, NY 11220

1. Purchaser(s) hereby elects to use mortgage financing to financing a portion of the Total Purchase Price of the Unit and Purchaser(s) shall, within ten (10) days from the date of the receipt of a fully executed copy of this Agreement, submit a duly executed loan application to an institutional lender selected by the Purchaser(s) which engages in mortgage financing of residential real estate (Hereinafter the "Mortgage Lender") for a mortgage loan at the fixed prevailing rate of interest at the time of closing, and upon such other terms and conditions as are determined by the Mortgage Lender. Purchaser(s) acknowledges that the rate of interest, any predictions or representation of present or future interest rates which may have been contained in any advertising or promotion by Sponsor/Seller are not binding.

2. (a) Purchaser(s) shall promptly execute all instruments required to the Mortgage Lender and Purchaser(s) shall promptly comply with any and all requirements of the Mortgage Lender.

(b) (i) The Purchaser(s) must notify the Sponsor/Seller of his/her/its failure to obtain a written mortgage commitment, or his/her/its being rejected by the Mortgage Lender for a mortgage within seven (7) calendar days after forty-five (45) days as of the receipt of a fully executed copy of this Agreement.

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

(iii) If Purchaser(s) has not received any definitive written response, denying or approving his/her/its mortgage application from the Mortgage Lender, he/she/it may request additional time to obtain such a response, which Sponsor/Seller at his sole discretion may agree to. Should Sponsor/Seller not agree to such an extension, Purchaser(s) may cancel the Agreement or waive the contingency as provided for above.

3. (a) Only in the event that Purchaser(s) performs each and every item of his/her/its obligations as set forth in this Mortgage Addendum and fails to obtain a written commitment for a mortgage loan in the sum of $ _____, for a period of 15/30 years at the fixed prevailing rate of interest within forty-five (45) days from the date hereof, shall Purchaser(s) be entitled to a return of the down payment plus interest if any.

(b) Notwithstanding anything to the contrary in Subsection 3(a) of this Section above, Sponsor/Seller may elect, by sending written notice to Purchaser(s) within seven (7) calendar days after receiving Purchaser's notification as provided in Subsection 2 of this Section above, to secure other financing on behalf of Purchaser(s), provided said financing is in accordance with the terms of Subsection 1 of this Section above. In such case Purchaser(s) will still be responsible for the payment of any additional fee in

connection thereof.

(c) If Sponsor/Seller returns to Purchaser(s) all of the down payment plus interest, if any, the parties shall be relieved of any and all obligations under the Purchase Agreement.

4. In the event Sponsor/Seller is not notified within seven (7) calendar days after the forty-five (45) day period, Sponsor/Seller shall have the right to:

(a) Cancel the Purchase Agreement by sending a notice within seven (7) calendar days thereafter to Purchaser(s) to that effect, and return the down payment plus interest, if any, or;

(b) Send no notice which will result in this Mortgage Addendum being null and void and the Purchaser(s) will be required to close under the terms and conditions of the Purchase Agreement on an all-cash basis.

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

6. Purchaser(s) shall be responsible for and shall pay all costs of obtaining the Loan, including, but not limited to, such expenditures as legal fees, documentary stamps, mortgage title insurance, tangible fees, recording fees, loan fees, points and discounts.

7. The Sponsor/Seller and/or Mortgage Lender are hereby authorized to make any inquiry and investigation as to Purchaser(s)'s character, reputation and financial responsibility. Sponsor/Seller assumes no obligation to Purchaser(s) and shall not be bound in any manner whatsoever should the Mortgage Lender fail to approve Purchaser(s) for the Loan or otherwise fail to provide the Loan.

8. If Purchaser(s) is other than an individual, such as a corporation, a partnership or a limited liability company, then Purchaser(s) shall be obligated to supply such guarantee or payment from the principals of Purchaser(s) as the Mortgage Lender or Sponsor/Seller may require.

9. PURCHASER'S FAILURE TO MAKE TIMELY APPLICATION TO THE MORTGAGE LENDER AND COMPLY WITH THE OTHER REQUIREMENTS OF THIS ADDENDUM WILL CONSTITUTE DEFAULT.

10. The terms and conditions of the Addendum are hereby incorporated into and made a part of the Purchase Agreement described above.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date and year first above written:

SPONSOR/SELLER:

Henry 824 LLC

By: _____
[Name]:
[Title]:

PURCHASER:

By: _____
[Name]:
[Title]:

SECTION CC UNIT POWER OF ATTORNEY

I (we), _____, with an address at _____, the owner(s) of Condominium Unit No.:___ known as Henry 824 Condominium covering the property located at 824 56th Street, County of Kings, City and State of New York, do hereby irrevocably nominate, constitute and appoint the members of the Board of Managers of Henry 824 Condominium and their successors, jointly true and lawful Attorneys-In-Fact, coupled with an interest and with the power, in my (our) name(s) and on my (our) behalf to acquire, in their own name or in the name of their designee by deed on behalf of all owners of Condominium Units in said property, any Condominium Unit whose owner desires to abandon the same, or which shall be the subject of a foreclosure sale or in lieu of a foreclosure sale or which shall be acquired or leased in connection with any Right of First Refusal or otherwise, pursuant to the Declaration and By-Laws of the Condominium as same may be amended from time to time, at such price and on such terms as my (our) said Attorneys-In-Fact shall, in their sole discretion deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Condominium Unit so acquired, at such terms as my (our) Attorneys-In-Fact may in their sole discretion determine, granting to my (our) said Attorneys-In-Fact the power to do all things in the said premises which I (we) could do if I (we) were personally present.

I (we) do hereby further irrevocably nominate, constitute and appoint the members of the Board of Managers of Henry 824 Condominium and its successors, my (our) true and lawful Attorneys-In-Fact, coupled with an interest and with the power, in my (our) names and on my (our) behalf to vote at any Unit Owners' meeting for, and to file an amendment to the Declaration of Henry 824 Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an Amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units as built or amending such Declaration to create any utility easements or to carry out any of the provisions of the Offering Plan of such Condominium.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand and seal this _____ day of _____, 2026.

_____

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

SECTION DD UNIT DEED

THIS INDENTURE made the ___ day of _____ 2026, between Henry 824 LLC, a New York limited liability company, having an office at 824 56th Street, Brooklyn, NY 11220, party of the first part and _____, having an address at _____, party of the second part.

WITNESSETH

That the party of the first part, in consideration of Ten Dollars ($10.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece of parcel of real property (Hereinafter the "Property"), with the improvements (Hereinafter the "Buildings") therein contained, situate and being a part of the condominium at 824 56th Street, County of Kings, City and State of New York, known as and designated as Unit No.___ together with a(n) _____ undivided interest in the common elements of the condominium hereinafter referred to (Hereinafter the "Common Elements").

The real property above described is a unit (Hereinafter the "Unit") as defined in the Declaration of Condominium entitled Henry 824 Condominium made by Henry 824 LLC under Article 9-B of the New York Real Property Law (Hereinafter the "Declaration"), dated as of _____ and recorded on _____ in the Office of the City Register of the City of New York, in City Register File No.: CRFN _____ and also designated as Block _____ Lot _____on the plans of the condominium prepared and certified by Jian Yang, Professional Engineer, of Yang Engineering LLC dated as of _____ and recorded in the Office of the City Register of the City of New York on _____ in City Register File No.: CRFN _____ as Condominium Plan No. _____. The land on which the Buildings are located is described as follows:

Property description attached as Schedule A.

The term "Unit" as used herein shall be construed to mean "Unit" as such term is used in Article 9-B of the Real Property Law of the State of New York and defined in Section 339-E of said Article.

TOGETHER with and SUBJECT to an easement for the continuance of all encroachments by the Unit or any adjoining Units or common elements now existing as a result of the alternation of the building or which may come into existence hereafter as a result of settling or shifting of the building, or as the result of repair or restoration of the building, or of the Unit, after damage or destruction by fire or other casualty or after the taking in condemnation or eminent domain proceeding elements made by or with the

consent of the Board of Managers, so that any such encroachments may remain so long as the building shall stand;

TOGETHER with an easement in common with the owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any other Units or elsewhere on the property and serving the Unit;

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

TOGETHER with and SUBJECT to all easements of necessity in favor of the Units or in favor of other Units or common elements;

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the property and serving such other Units;

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

TOGETHER with the benefits, rights, privileges, easements and subjects to the burdens, covenants, restrictions, By-Laws, rules, regulations and easements all as set forth in the Condominium Documents filed and recorded as aforesaid.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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

The use for which the Unit is intended is for commercial/community facility use subject to the applicable governmental regulations and the restrictions contained in the Declaration.

This conveyance is made in the regular course of business actually conducted by the party of the first part.

The word “party” shall be construed as if it read “parties” whenever the sense of this indenture so requires.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the party of the first part has duly executed this Indenture, the day and year first above written.

In presence of: Henry 824 LLC

_____ By: _____
[Name]:
[Title]:

STATE OF NEW YORK)
) ss
COUNTY OF _____)

On this __ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

Legal Description-Schedule A

The Unit known as Unit No. ____ (Hereinafter the "Unit") in the premises known as and by Henry 824 Condominium and located at 824 56th Street in the Borough of Queens and County of Kings, City and State of New York, designated and described as Unit No. ____ in the Declaration establishing a plan for condominium ownership of the Building and the Land on which it is erected (Hereinafter the "Property"), made by Henry 824 LLC. under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated as of _____, recorded in the Office of the City Register of the City of New York on the _____ day of _____, 2026, in CRFN No.: _____ (Hereinafter the "Declaration"), and also designated as Tax Lot _____ in Block _____ for Unit No. _____ 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 Xiong Wei Wu, Professional Engineer, of Great Wall Consultant Professional Engineering PLLC, dated as of _____, 2026, recorded in the Office of the City Register of the City of New York on the___ day of _____, 2026 in City Register File No.: CRFN _____ as Condominium Plan No.____.
TOGETHER with a(n) _____ undivided interest for Unit No. _____ in the common elements of the Property (Hereinafter the "Common Elements").

AS TO BASE LOT 16:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 56th Street, distant 180 feet easterly from the intersection formed by the southerly side of 56th Street and the southerly side of 8th Avenue;

RUNNING THENCE southerly parallel with 8th Avenue, 100 feet and 2 inches to the center line of the block;

THENCE easterly along said center line of the block and parallel with 56th Street, 20 feet;

TIIENCE northerly again parallel with 8th Avenue and part of the distance through a party wall, 100 feet and 2 inches to the southerly side of 56th Street;

THENCE westerly along the southerly side of 56th Street, 20 feet to the point or place of BEGINNING;

SAID PREMISES being known as and by the street address 824 56th Street, Brooklyn, NY 11220.

Block 5686
Lot _____
County of Kings

SECTION EE

HENRY 824 CONDOMINIUM

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

March 20, 2025

Prepared by:

Jian Yang
Professional Engineer
Yang Engineering LLC
18 Braeburn Court
Livingston, NJ 07039

YANG ENGINEERING LLC
Office: 18 Braeburn CT, Livington, NJ 07039
Tel: 917-318-9185
Email: INFO@SDBUILDINGS.CO

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

"824 56 CARE FACILITY"
824 56TH STREET, BROOKLYN, NY 11220

a. LOCATION AND USE OF PROPERTY

1. Address: 824 56TH Street, Brooklyn, NY 11220
2. Block: 5686 Lot: 16
3. Zoning: R6
   The property has beginning at the north west side of 56th Street to the east 20 feet; running thence southerly at right angles to the south that is parallel to the 9th Street 100 feet, running thence westerly at right angles to the west that is parallel to the 56TH Street 20 feet; running thence northerly at right angles to the north that is parallel to the 9th Street 100 feet to the point of beginning.

4. Permissible Use:
   Use Group: 4 and Building Code Occupancy Gorup: B. The proposed use will be a community facility use building with cellar. The property and proposed use will comply with all zoning and use requirements at closing.

b. STATUS OF CONSTRUCTION

1. Year built:
   Construction permit # B00981580 has been issued on March 25, 2016 to commence construction. The anticipated completion date shall be December 31, 2025. The status of the project is under construction. The building did have construction halted due to the violations and DOB. And the building is continuing under construction.

2. The Class of Construction is IB two (2) hours protected non-combustible and will conform to all applicable regulations as per Table 601 of the New York City 2014 Building Code. The structural fire ratings of the building are as of the following; a. Exterior & interior bearing walls, floors and roof construction are to be 2.0 hrs. fire resistant, b. Vertical exits, exit passageways, hoist ways and shafts are to be 2.0 hrs. fire resistant, c. Non-bearing interior walls are to be 1.0. hr. fire resistant, d. Unit separation walls are to be 2.0 hrs. fire separation.

The property and building are required to comply with ADA Accessibility regulations and have the following elements in compliance: a. Accessible public entrance, b. Type B+NYC units with ADA compliant bathrooms, c. Accessible route from entrance to accessible units.

3. Certificate of Occupancy:
   The Certificate of Occupancy will be issued when the work is complete to the Department of Buildings inspections' satisfaction. The sponsor will obtain the Temporary Certificate of Occupancy before closing. Estimated completion time of the proposed building shall be December 31, 2025.

4. Alteration Permits:
   The existing building was demolished and only the west and east side of the existing party walls of foundation wall, first and second floor walls were to remain. New structures shall be provided for the new building enlargement consisting of a cellar and six stories. Community facility unit shall be on the cellar with a rear yard and shall be on first to sixth floor. Second floor of community facility shall have a rear terrace on the first-floor roof. The building application number filed with Department of Buildings is B00981580 with standard plan review. The Department of buildings filing job numbers schedule with description is provided in section u. permits and certificates.

c. SITE

1. Size:
   The area of the property is 20 feet by 100.17 feet = 2003.4 square feet.

2. Number of buildings and use:
   There will be one building for ambulatory diagnostic treatment & care facility from cellar to sixth floor. There are seven (7) of community facility units from cellar to sixth floor. All floor units from cellar to sixth floor have access to 1st floor entrance. The utility rooms, such as electrical, sprinkler and elevator rooms are in the cellar.

3. Streets:
   The Site is located at the south side of 56th Street. The site has a public roadway fronting 56th Street with 60 feet wide one-way towards South direction. The existing roadway is paved with asphalt and is in good condition. The roadway fronting the property shall be repaired as necessary when construction is near completion as directed by the New York City Depart of Transportation (NYCDOT). The closest existing catch basins are located at the front of the property of 56th Street to drain the storm water run-off into the existing New York City Sewer System. The streets beyond the property lines are New York City sidewalks, curbs, and roadways. The existing concrete sidewalk and curb fronting the property shall be replaced when construction is near completion, as directed by the New York City, Department of Transportation. After construction is complete, the care facility remains responsible to maintain the sidewalk and curb and it shall comply with

NYCDOT's/Local Law and ADA requirements. The care facility shall maintain any necessary repairs to provide access to the building and be free of any tripping hazards and ponding. The care facility will be responsible for maintaining the sidewalk in accordance with the requirements of the Authority Having Jurisdiction (AHJ). Street lighting is provided by the City of New York and consists of vertical stanchions surmounted with mercury arc lamps in metal enclosures. The existing street lights are on the sidewalk close to the curb, on the roadway along 56th Street. The existing lights are in good condition.

d. UTILITIES

1. Water Supply:
   A four-inch combined domestic cold-water and fire sprinkler will be connected on the existing street 12-inch water main on 56th Street. This water line will be extended to the sprinkler room in the cellar. The building's water service will be provided by the City of New York. A total of one water meter will be installed, and water will be billed to the care facility as a common expense by the New York Water Board in accordance with the water meter reading based on actual consumption.

2. Sewer:
   The building sewer service and drainage systems, located on 56th Street, will be connected to the City of New York public combined sewer drainage systems through one (1) 4-inch combined sewer (storm and sewer) outflow pipe in accordance with the New York City Department of Environmental Protection. A complete sanitary drainage system will convey all soil and waste from plumbing fixtures and drains. The sanitary system is designed for gravity flow through vented branches, stacks and building drains. Drainage piping to fixtures located in cellar areas will flow by gravity to sump pump system including all remote fixtures that cannot drain by gravity on cellar level. The sewer shall not be metered either individually or collectively and shall be part of the property tax and shall be handled by the building maintenance professionals.

3. Natural Gas:
   National Grid – Energy Company shall provide the service of gas for the building. There shall be a total of seven (7) gas meters located on the cellar floor in the sprinkler room. Seven (7) gas meters will be for the cellar to 6th floor care facility use for hot water heaters and boilers. The incoming gas shall be sized as per utility company requirement. Materials for gas piping shall be standard weight black steel pipe fittings for lines 1-1/2 inch and larger shall be welded steel fittings for lines 1-1/4 inch and smaller.

4. Electricity:
   Con Edison Company will supply electric service through an underground conduit to an electric main on the cellar floor. There shall be one (1) meter for each care facility unit and one (1) meter for the common elements of electrical usage such as for lighting and/or A/C. The total number of meters shall be eight (8). The electrical usage shall be

separately metered and billed directly to each individual unit. All lighting for common spaces is connected to motion sensors. The operating expenses for all common areas shall be included in the individual maintenance fees.

5. Telephone:
   Telephone service is by Verizon and will be subscribed to by the owner of each care facility unit.

6. Cable Television:
   Cable Television service is by Verizon and will be subscribed by the owner of each care facility unit.

7. Data Service:
   Data Service is by Verizon and will be subscribed by the owner of each care facility unit.

e. SUB-SOIL CONDITIONS

The soil boring was performed by City-Wide Testing, Inc. signed by Benito P. San Pedro, P.E. date 08/04/2014. Based on the boring soil profile of four strata that included, in the order of increasing depth, the boring test pit: B-1 has 2' of brown silty sand, little gravel loose, 4' of brown silty sand, little gravel loose, 8' of brown silt with sand, loose, 10' of brown sand, trace silt, medium, 14' of brown sand, little gravel, dense, 16' of brown sand, little gravel, and 18' of brown sand, little gravel, dense. B-2 has 2' of brown silt, some sand, loose, 4' of brown silty sand, medium, 6' of brown silty sand, loose, 8' of dark brown silt with sand, loose, 12' of brown silt, some sand, loose, 16' of brown sand, trace silt, medium, 18' of brown sand, trace silt, dense, and 24' of brown M-C sand, little gravel, medium. Ground water level is known to fluctuate with seasonal, tidal, and climatic conditions. There is no land subsidence, expansive soil, hazardous materials, environmental restrictions presented on the property. The proposed building is built on a new matt foundation. There were no uneven foundation movements or settling during construction. There were no existing foundation elements remaining except the west and east side of the existing party walls of foundation wall of first and second floor walls were to remain. Perimeter foundation walls are reinforced concrete walls. The building proposed foundation system has been accurately designed to support the proposed loads during construction. There is no finding of any moisture, seepage, or groundwater infiltration beneath the site either. The building site is not in a FEMA flood hazard zone. There is no danger from flooding due to water table in area or overflow from other bodies of water.

f. LANDSCAPE AND ENCLOSURES

1. Grass cover: None.

2. Plantings: (1) Proposed Tree on site. The front yard shall have planting from the street line to the street wall except for the building entrance as per plan.
3. Trees: Planting one (1) new street tree in front of the property. This shall be in accordance with NYC Zoning Resolutions in providing one (1) onsite tree fund to NYC Department of Parks.
4. Fencing: None.
5. Gates: None.
6. Garden walls: None.
7. Retaining walls: None.
8. Display pools and fountains: None.

g. BUILDING SIZE

1. Total height:

The building will be about 69 feet height, measured from the adjoining grade to the roof above the bulkhead level.

2. Crawl spaces:

None.

3. Number of cellars:

The cellar floor with a ceiling height of approximately 9'-0".

4. Number of floors:

The following are the proposed building floors; Cellar Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor and Bulkhead Roof Floor.

5. Equipment rooms:

The equipment rooms designated for electrical room and sprinkler room are at the Cellar Floor. The easement accesses for the electrical room through the cellar floor unit C1.

6. Parapet heights:

All parapet heights shall be 3 feet 6 inches from finish level. And Bulkhead Roof parapet height is 1 foot 6 inches from finish level.

h. STRUCTURAL SYSTEM

The structural system for the building shall be supported mainly by steel column and steel beams,1-1/2" 20-gauge Lok-Floor composite metal deck with 2-1/2" lightweight concrete on top. The new foundation walls will be located at partial north east and partial south west side of the property line. The existing concrete wall from cellar through second floor on the west and east side of the property line shall remain and no other existing building element shall remain. The new structural system shall support the new enlargement of the proposed building. The existing party wall shall be abutted to the new super structure and shall have no bearing or new load. No repair or patching has been indicated in the structural plans. There is no restrictive declaration on the existing party wall. The new foundation walls shall consist of 12-inch poured in place concrete with reinforcing rebars and footings bearing on 2.5 TSF minimum natural or compacted soil. The minimum footing size varies from 18-inch to 60-inch in width. R-10 continuous insulation and waterproofing membrane shall be applied onto the exterior face of the entire foundation walls and R-5 continuous insulation at the interior side of the foundation. Water-stop shall be installed at foundation joints. R-10 continuous insulation and vapor barrier membrane shall be laid below the 6-inch concrete slab embedded with 6x6 welded wire fabric on compacted soil. There shall be no underpinning required and no sub-grade drainage system shall be provided. A minimum sound transmission class (STC) of 50 will be provided for care facility units' wall separation in accordance with New York City Building Code. A sound isolation underlayment by Duracoustic or equal shall be installed beneath the finish floor, along with R-30 insulation under the floor composite metal deck and finish rated type 'X' gypsum ceiling board, and provide a minimum impact insulation class (IIC) of 50 in accordance with New York City Building Code. The floor and ceiling assembly shall be 1-hour minimum fire resistant with one layer gypsum board type X in residential units and 2-hour minimum fire resistant with two-layer gypsum board type X in non-residential unit areas.

1. Exterior of Building:

(i). Walls:
The new exterior facades including the bulkheads shall be face brick finish except the partial front and east exterior wall from third to parapet. And the partial rear exterior wall from fourth to parapet. Exterior wall with face brick finish should consist of the following; face brick finish followed by air space then R-5 continuous rigid insulation, waterproofing membrane, 6" metal stud at 16-inch on center infill with R-14 closed cell spray foam insulation and 1-layer 5/8" type 'X' gypsum board. Exterior wall assembly shall consist of the following; stucco followed by air space then R-5 continuous rigid insulation, waterproofing membrane, 8-inch CMU, 2 ½" metal studs at 16-inch on center infill with 2" R-14 closed cell spray foam insulation and 1-layer 5/8" type 'X' gypsum board. Exterior wall assembly shall also consist of the following; stucco followed by air space then R-5 continuous rigid insulation, waterproofing membrane, 6" metal stud at 16-inch on center infill with R-14 closed cell spray foam insulation and 1-layer 5/8" type

'X' gypsum board. The Exterior Insulation Finishing System (EIFS) shall be 2" rigid insulation of GreenGuard GG25-LG XPS (extruded polystyrene) Insulation Board by Kingspan with high water resistance. The fire-rating of these types of exterior wall shall be 2-hour rated which shall meet or exceed the New York City Building Code requirements.

The new partial wall assembly spaced 2" apart from the existing party wall shall consist of the following; 8-inch concrete masonry units (CMU) followed by waterproofing membrane then R-5 continuous rigid insulation, 3-5/8" metal studs at 16-inch on center infill with R-5 batt insulation and 1-layer 5/8" type 'X' gypsum board. The fire-rating of this type of exterior wall shall be 2-hour rated which shall meet or exceed the New York City Building Code requirements.

(ii). Windows:

The windows shall be manufactured by Dejiyoupin Doors and Windows Co., Ltd. The casement windows shall be aluminum frame, insulated tinted double-glazed operable and fixed windows with thermal break. The thermal break shall consist of a continuous barrier between the inside and outside window frames that prevent conductive thermal energy loss. The barrier securely bonds the interior and exterior metal frames of the window sash. This thermal break shall create thermal energy loss resistance and combined with gas-filled double-pane glazing, which shall maintain the interior space of your window at a more comfortable temperature. The operable windows shall be provided with maximum 4" opening window stop for child safety as in accordance with state local law and the windows size shall be in accordance with code requirement for Light & Air. All windows shall be caulked from the both sides interior and exterior. The windows shall also be provided with insect screen.

There shall be no lot line windows.

The size and location of windows shall comply with light and air requirement as per NYC building code. The windows shall have a U-factor of 0.27 and shall be in accordance with the Energy Code. The windows shall have 5 years warranty from the manufacturer.

The sponsor reserves the right to provide the products by the same or better quality than noted above.

(iii). Landmark status: None.

2. Parapets and Copings:

Parapets shall be constructed of finishes and backing support as indicated in Section (h)(1)(i) with gypsum board finish at the interior face of the parapet topped with aluminum coping.

3. Chimneys:

Hot water heater exhaust fans and bathroom exhaust fans shall be located on rooftop. The metal flues leading up to the rooftop shall be double walled.

4. Terraces:

The 1st floor roof is roof terrace for the use of 2nd floor care facility, 2A with max. of 5 occupants The 6th floor roof of the bulkhead floor is a mechanical roof for HVAC equipment. The terrace of 1st floor roof shall be protected by 3-feet 6-inches height of the typical exterior wall construction material with 3 coat stucco finish, self-furring wire lath, 1/2" cement board, 6" metal stud @ 16" on center with R-19 batt insulation in-fill (4" metal stud @16" on center with R-13 batt insulation in-fill @ stair side exterior wall), waterproofing membrane around both side of the walls. 2" R-10ci rigid insulation, 5/8" DensGlass element, and 3 coat stucco finish. The terrace is concrete with porcelain file finish, by Home Decoration Collection Model# NHDKOLWHI1224 and shall be appropriate for daily foot traffic. The typical roof, terrace and parapet of the roof material with R-value 38, concrete on MTL roof deck, vapor barrier, rigid insulation-pitch to drain, 4 ply built up roofing and crushed stone or gravel. The typical parapet of roof material also with aluminum coping, through wall cap receiver, metal standing seam, new cmu parapet, parapet liner cleat at standing seam and base flashing. The cap flashing on top of base flashing, asphalt primer on non-nailable surface, alternate termination of roof membrane, leave dry to provide slip sheet behind base flashing, 4" stripping of base flashing over joints, built-up roof, composition base flashing, wood nailer, and fiber or wood cant strip.

5. Exterior Entrances:

The building entrance located on 56th Street for care facility main entrance shall be consist of an aluminum frame glass swing door with aluminum thermal break system by "MONDA Window and Door Systems", will have a 5 years warranty from manufacturer. The doors shall be self-closing and lock shall be deadbolt lock for entrances only. A lobby shall be provided for the care facility main entrance. The entrance to the corridor from the vestibule shall be aluminum frame door with wire glass window. All exterior entrances are to be free of tripping hazards and with surface sloped away from the building for positive drainage. All exterior doors shall be provided with weather strip. All fasteners are made of corrosion resistant metals. The roof doors shall be painted flush panel hollow metal, 1-3/4 inch thick, 1-1/2 hours fireproof self-closing with stone saddles.

Automatic daylight exterior lightings are by the building entrance, bulkhead and roof with compliance of NYCECC C405.2.5. Manual control exterior lightings are located on terrace. Refer to section (h)(10) for exterior stairs and railings.

6. Service Entrance: None.

7. Roof and Roof Structures:

(i) Type of roofs for all areas:

Roof construction shall be crushed stone or gravel, R-10 rigid insulation-pitch to drain, 4 ply built up roofing, vapors barrier, concrete on metal roof deck, R-30 batt insulation, gypsum board ceiling. The roofing manufacturer system shall be "Firestone" in conformance with New York City Material Equipment Acceptance Number (MEA#: 166-81-M). Flashing material shall include but not limited to aluminum cap and base flashing, roofing manufacturer's pre-molded/prefabricated reinforced membrane or coated metal flashing. The roofing system shall be the finish roof material and shall be appropriate for daily foot traffic and shall be acceptable by the manufacturer.

There is one (1) year warranty from the contractor for labor and material. There is no bond or guarantee of warranty issued by the roof installer or the manufacturer. 'Please be advised, the sponsor is not providing a NDL Manufacturer's Warranty for the new roof. The absence of a NDL Manufacturer's warranty may indicate that the roof membrane and appurtenances were not inspected for compliance with the manufacturer's specifications for installation. As such, premature deterioration & replacement of the roof membrane may be anticipated and therefore should be budgeted for.'

(ii) Drains:

All drains shall be 4-inch drains. Roof drains are 4-inch cast iron Josam 215504. Both of primary and secondary roof drains are 4-inch cast iron Josam 215504. A secondary roof drain shall be provided on bulkhead floor as an emergency overflow drain with a total of (2) roof drains on roof in accordance with 2014 NYCBC 1503.4. Both primary and secondary roof drains shall be located near the bulkhead floor. The primary roof drain shall be located near the south side of the bulkhead floor and the secondary roof drain shall be located near the north side of the bulkhead floor. Roof area shall be pitched at a minimum slope of approximately 1/4-inch per foot and drained to vertical roof drains. The bulkhead roof shall be pitched to an aluminum scupper and an exterior vertical leader anchored onto the south facing wall for the run-off to flow to the south of bulkhead floor of south main roof drains. The run-off from the roof areas and bulkheads shall be transported via, internal cast iron leaders to storm drain which leads to the existing street combined sewer. The following shall be interior drain location; There shall be a 4-inch floor drain on the cellar floor. The following shall be exterior drain location; There shall be one 4-inch area drains on the cellar of rear yard. There shall be one 4-inch roof drain on the first-floor roof. There shall be two 4-inch roof drain on the bulkhead floor. Roof area shall be pitched at a minimum slope to roof drains. The accumulated weather run-off from the bulkheads shall flow to a 4-inch aluminum gutter and leader system to the bulkhead floor, sloped toward the roof drains then transported via internal cast iron leaders to storm drains which leads to first floor then to existing street sewer line. Floor drains shall be installed in the sprinkler room and RPZ closet. All drain materials shall conform to the standards of the New York City Plumbing Code.

(iii) Skylights:
There shall be no skylight in the building.

(iv) Bulkheads:
See description in section (h)(1)(i) for bulkhead wall assemblies.

(v) Metal work at roof levels:
There shall be a total of one (1) 12'-6" high stainless steel vertical access ladder with stainless steel handrails to the top of the bulkhead roof from roof level for maintenance only. Access to roof shall be in accordance with New York City Fire Department Chapter 10.

(vi) Rooftop facilities:
The rooftop shall be accessed for maintenance only. There shall be no antennae, cell-phone towers or satellite dishes at rooftop. Rooftop access shall be in accordance with 2014 NYC Fire Code, section FC 504.4. Sustainable roofs are allowable exemptions for this building in accordance with NYC Buildings Bulletin 2019-010 LL 92/94 of 2019 as the roofs area are mainly fire department access aisles and roof retention system.

8. Fire escapes: None.

9. Yards and Courts: The rear yard area with stair to cellar shall be make with the material of concrete from wall to stair. The stair handrails shall be built with non-combustible materials. There shall be a one 4-inch area drain at the rear yard area.

10. Interior Stairs:

There shall be one interior fire egress stair for care facility units accessing to street level from the bulkhead to the cellar. There shall be one interior fire egress stair for the care facility accessing to street level from the 1st floor to the cellar. All egress stair enclosures shall be of two-hour fire resistance assemblies in accordance with New York City Building Code. And a stair access from the 1st floor to the cellar. All egress stairs shall be constructed of steel stringers, steel treads and steel risers with painted 1-1/2-inch steel pipe guardrails and handrails supported on painted 1-1/2-inch steel pipe post and/or wall anchored.

11. Interior doors and Frames:

(i) Unit entrance:
The entrances to each care facility unit shall be the stair doors. All stair doors to be 1-1/2 hours fire-rated, self closing painted hollow aluminum doors and frames shall be painted hollow aluminum frames in accordance with New York City Code requirements.

(ii) Corridor doors and frames:
All corridor doors to be 1-1/2 hours fire-rated, self closing painted hollow aluminum doors and frames shall be painted hollow aluminum frames in accordance with New York City Code requirements.

(iii) Stair doors and frames:
All stair doors to be 1-1/2 hours fire-rated, self closing painted hollow aluminum doors and frames shall be painted hollow aluminum frames in accordance with New York City Code requirements.

(iv) Roof doors, cellar doors and frames:
All doors to be 1-1/2 hours fire-rated, self closing painted hollow aluminum doors and frames shall be painted hollow aluminum frames in accordance with New York City Code requirements.

12. Elevators

There shall be one (1) elevator in the building. The elevator model is Torin TGD2-3535-DV-R-SB, 3500 lbs. The elevator shall be geared traction machine with push button automatic control and automatic slide door. The elevator shall serve cellar, 1st floor to 6th floor and bulkhead floor. The elevator machine shall be on bulkhead floor level. The owner of each care facility unit will have key cards, key fobs or similar access keys for the access of elevator to floor.

13. Elevator cabs:

Elevator cab manufactured by Torin TGD2-3535-DV-R-SB shall be stainless steel with ceramic type floor finish, stainless steel wall panel, stainless steel ceiling, LED recessed light fixtures and with a phone alarm safety system.

i. AUXILIARY FACILITIES

1. Laundry room: None

2. Refuse disposal:

There shall be no refuse room in this building. users shall collect their refuse and recyclable items and discard them in the trash bins. The trash bins shall be brought to the street curb for carting. The trash and recycling items shall be picked up twice weekly by the Action Environmental Services.

3. Bike storage: None.

4. Storage: None.

5. Mail/Package:

Authorized mailboxes shall be provided, which meets post office specification, and shall be located in the lobby. Mailboxes shall be individually key locked and master keyed by the postman. There shall be no package room.

j. PLUMBING AND DRAINAGE

1. Water Supply:
   Potable water will be supplied to the units through connections from the building to the New York City Water Distribution System. There shall be a 4-inch domestic water main with main shut off valve conveying the water into the building located in the Cellar sprinkler room. Each care facility unit will be supplied with cold and hot water copper piping. The hot and cold-water piping throughout the building shall be insulated as per New York City Energy Code requirements. All hot and cold-water supply piping shall be fitted with a minimum 1⁄2-inch polyethylene, pipe insulation. Each care facility unit will have its own hot water heating unit located within it.

2. Fire Protection System:
   The entire building shall have a fully automatic wet-pipe fire sprinkler system in accordance with the City of New York Building and Fire Codes. The sprinkler heads will be in all care facility, and common areas. The sprinklers have pendent sprinkler heads. The sprinklers will be concealed sprinklers with Model RFC56 by Reliable and concealed sprinklers with Model GL 5606 by Globe Quick Response. The temperature rating for Model RFC56 sprinkler is 165°F/74°C, and Model GL5606 sprinkler is 200°F/93°C. The building will also have a 3-inch x 3-inch x 6-inch combined sprinkler and fire standpipe Siamese connection made of 6-inch diameter cast iron located on the front façade of the building to be minimum of inch above grade on 56th Street. There shall not be any fire hose rack within the building, the sprinkler shall be connected to a separate sprinkler main, located on the Cellar floor of the building. Dry upright sprinkler heads will be provided in the care facility-use building entry vestibule and sprinkler room. Pendant sprinkler heads will be provided in all public corridors and roof top egress stairs. Concealed and sidewall sprinkler heads will be provided throughout the care facility.

3. Water storage: Detention tank in cellar floor. The detention tank is made of solid concrete with a capacity of 154.5 CUFT.

4. Water pressure:
   According to the hydrant flow test performed by the NYCDEP Bureau of Water and Sewer Operations on 8/14/2023 at 3:51:00 PM, the static pressure taken on a 8 inch water main which is fed from two direction on the north side of 56 ST 1st hydrant east of 8 AVE was 46 pounds per square inch. The residual pressure at this point was 44 pounds per square inch when 500 gallons of water per minute were flowing from the north side of 56 ST 1st hydrant west of 9 AVE.

5. Sanitary Sewage System:
   The sanitary sewage system will gravity connected to the municipal. The sanitary house drain, house trap, and house sewer are on the Cellar Floor. Cellar through Bulkhead floor is connected by gravity to a 4-inch extra heavy-duty cast-iron building main drainpipe tied to 6-inch storm pipe combined with 6-inch sanitary pipe outside of the building and connected to the existing city combined sewer in 56th Street.

6. Permit(s) required:
   Sewer and water connection applications are filed with the NYC Department of Environmental Protection. The water meter permit has not been filed yet. Refer to section (u) for other required permits.

7. Storm Drainage System:
   The storm drainage system will be gravity type connected to the municipal combination storm and sanitary sewer on 56th Street. Storm piping will be cast iron throughout. No hub piping and galvanized steel pipe will be used above grade. Cast iron service weight pipe with mechanical joints will be used below grade. Schedule 40 galvanized steel pipes will be used for sump pump discharge piping. Storm drains will be on south cellar rear yard, terraces and roofs. The system will be adequately sized. Storm piping that cannot drain by gravity will be connected to sump pump system. There will be submersible sump pump in the elevator pit area. (Manufacture: Stancor, model: SE-50, EF 60% with (1) one year warranty) The detention tank complies with local regulations for controlled releases into nearby waters.

k. HEATING

1. System:

This building will be providing variable refrigerant flow (VRF) electric system with ceiling mount air handler units in the care facility. The VRF heating operating range will be between -22°F to 81°F. The interior design temperature used for heating shall be maximum of 72°F and the

ambient temperature used for heating shall be 13°F, dry bulb (DB). The care facility will be provided with heat pump unit delivering heating and cooling. The care facility will be provided with a thermostatic control or remote device. The locations for electric air condensers will be distributed throughout the building terraces and roof tops. The limited warranty shall cover between five (5) years to ten (10) years of specific parts when properly registered and installed by licensed HVAC technician.

The air handle units for the care facility units are as follows;

- Model #MLZ-KY06NA-U1 manufactured by Mitsubishi

Fresh air for the care facility corridors are as follows;

- Model #RNA-009-8-0-HA09-3FB manufactured by AAON

The lobby will also be heated with one ductless electric heater.

- Model #GMV-ND12T/A-T(U) manufactured by Gree

Refer to section (m) for additional information.

Controls: Each air conditioning unit, fan coil unit, heaters shall be started/stopped and controlled by wall mounted 7-day programmable thermostat with 5°F dead band, setback to 55°F (heat) and 85°F (cool), 2 hours override, minimum 10 hours battery and shall provide and comply with manufacturer's requirements on power and control wiring for each equipment. The thermostat shall be set to 75°F (cooling) and 72°" F (heating).

The sponsor reserves the right to provide the split system units by same or different manufacturers, which are of comparable or better quality than noted above. The building owners are responsible to maintain, repair and replace such systems, as necessary, at their sole cost and expense. The heating system can maintain the minimum legally required temperatures.

2. Number of boilers and description:

Domestic hot water heater shall be provided in the care facility. The hot water heater will be Model RE250LN6 manufactured by Bradford White and will have a dedicated hot water heater closet in each of care facility. Each water heater will have a wattage of 4000-6000 watts and a 92 percent efficiency, AHRI certified and with 10 years heat exchange warranty. The water heaters

shall each have a capacity of 47 gallons. The sponsor reserves the right to provide hot water heaters by the same of different manufacturers which are of comparable or better quality than noted above.

l. GAS SUPPLY

Natural Gas: National Grid will provide gas usage. There will be seven (7) gas meters on the cellar floor in the sprinkler room. One (1) gas meter for each care facility use for hot water heater and boiler. The incoming gas will be sized as per utility company requirement. Materials for gas piping shall be standard weight black steel pipe fitting for lines 1-1/2 inch and larger shall be welded steel fitting for lines 1-1/4 inch and smaller.

m. AIR CONDITIONING

See air conditioning described in section (k)(1). The variable refrigerant flow (VRF) heat pumps cooling operating range will be between 50°F to 129°F. The interior design temperature used for cooling shall be a minimum of 75°F, dry bulb (DB) and the ambient temperature used for cooling shall be 95°F, DB. All rooftop units and utility fans exposed to the outside shall be coated with paint for corrosion resistance. Other exterior metals including fasteners shall be corrosion resistant. The rooftop units, up-blast, and down-blast fans shall be installed on sound attenuated roof curbs and vibration isolators as required. All utility fans shall be installed with spring vibration isolators. Piping shall be insulated with rigid molded fiberglass per table below and factory applied vapor barrier jacket. Insulation and jacket will have a combined flame spread rating no greater than 25 and smoke developed rating not exceeding 50.

Fluid Operating Temperature Range and Usage	Insulation Conductivity		Nominal Pipe of Tube Size (Inches)				
	Conductivity (Btu.in/h.Ft.)	Mean Rating Temperature	<1	1 to <1.5	1.5 to <4	4 to <8	<=8
>350	0.32-0.34	250	4.5	5	5	5	5
251-350	0.29-0.32	200	3	4	4.5	4.5	4.5
201-250	0.27-0.30	150	2.5	2.5	2.5	3	3
141-200	0.25-0.29	125	1.5	1.5	2	2	2
105-140	0.21-0.28	100	1	1	1.5	1.5	1.5
41-60	0.21-0.27	75	0.5	0.5	1	1	1
<40	0.20-0.26	50	0.5	1	1	1	1.5

The following outdoor units shall be for the split system described in section (j)(1) and (m);

Manufacturer	Mitsubishi
Model	SUZ-KA36NAHZ
Cooling Capacity	36,000 BTUH
Heating Capacity	40,000 BTUH

EER	9.5
HSPF	12.5
Location	Roof/Bulkhead
Duct/Ductless	Ductless

n. VENTILATION

The ventilation of the public corridors will be provided mechanically to the exterior. Refer to section (k)(1). Windowless areas such as bathrooms will be mechanically ventilated to the exterior and shall be in accordance with NYC Mechanic Code – 2014, Table 403.3; All bathrooms shall be provided with 100 cfm. Utility rooms on the Cellar Floor shall be ventilated by mechanical ventilations for inlet dBA level shall be in the range of 26 to 74 and outlet dBA level shall be in the range of 60 to 75, to meet code requirements and adequacy.

o. ELECTRICAL SYSTEM

The electrical service to the building shall have one (1) entry service point from overhead to the electric meter room located at cellar. The service shall supply 120/280V single-phase service, 3 phases, 4 wires. Refer to item (d)(4) for meter distribution. The electrical system shall be adequate for modern usage. All bathrooms shall be equipped with GFCI outlets. There shall be AFCI circuit breakers designated for all care facility units indicated on the electrical service equipment panels in each unit to prevent any arching that could cause any potential damage to the units. The wires are made of copper and size varies depending on the amperage and shall be in accordance with NYC Electrical Code. Water resistant receptacles shall be provided at exterior areas. No generator shall be provided.

Service to building: The building shall be provided total 400 amperes, 120/208-Volt, 3-phases, 3-wires service.

Service to individual units: Each care facility unit will have separate fixtures and convenience outlets installed in accordance with the NYC Electrical Code including 60 amperes, 3 phrase circuit breaker for the heating and cooling equipments. Service to individual care facility units shall be provided 60-70 amperes, 220-208 Volt, single phase, 2-wires service.

Service to public areas shall be provided with 200 amperes, 120/208-Volt, 3-phase, 3-wires service.

Adequacy:

(i) Service:

Each care facility unit has 12 circuits. The electrical system is adequate to handle all modern appliances and heating and cooling equipment. Each unit will be hard wired, battery backup operated combined smoke carbon monoxide detector.

(ii) Lighting fixtures shall be LED / fluorescent type in the care facility units and throughout the building.

Location	Manufacturer	Model	Description
Care facility area	Philips or similar	A19 Smart Bulbs	Flush Mounted Lighting
Bathroom	Philips or similar	E 26 LED Bulb	Vanity Light with etched glass shades

p. INTERCOMMUNICATION AND/OR DOOR SIGNAL SYSTEMS

An audio Intercom system by Hikvision or similar will be provided in the main entrance on 56th Street. The entrance will be equipped with a KD8 Series Pro Modular Door Station that will connect to each unit's indoor station (Model #: DS-KH6320-LE1(B)). There shall be a 5-year warranty from the manufacturer. There will be no security closed circuit TV or Public Television reception facilities in the building.

q. PUBLIC AREA LIGHTING

Lighting in common areas, public stairways and hallways will always be on low mode with motion sensor to turn on high mode. There will be one of each exterior lighting photo sensor located on the roof of 1st floor. Lighting for building entrance and bulkheads will be photo sensor and/or automatic time clock. The maintenance or replacement of the light fixtures for common areas will be done by the building maintenance professionals. The above requirements shall comply with the New York City Energy Code. Lighting fixtures and electrical outlets shall be installed by a licensed electrician and shall be in compliance with the NYC Electrical Code and the NYC Building Code.

Location	**Manufacturer**	**Model**	**Description**
Egress Stairs	Philips or similar	91440	LED Downlights
Public Corridors	Philips or similar	91440	LED Downlights
Building entrance	Parker Collection or similar	Satin Aluminum Outdoor Wall Lantern	Outdoor aluminum cylinder wall lantern
Balcony & Terrace	Philips or similar	91440	LED Downlights
Bulkhead	Philips or similar	91440	LED Downlights

r. GARAGE AND PARKING AREAS

None.

s. SWIMMING POOL

None.

t. TENNIS COURTS, PLAYGROUND AND RECREATIONAL FACILITIES

None.

u. PERMITS AND CERTIFICATES

All required permits and signoffs, including a Certificate of Occupancy (temporary or final), are to be obtained by the Sponsor before closing. The building shall not be occupied by tenants and / or unit owners prior to the Sponsor obtaining the Certificate of Occupancy. The building and units will be constructed in accordance with the NYC Building Code, Regulations of the City of New York Zoning Resolution, New York City Energy Code, and any other applicable authority, and in accordance with the plans and specifications filed with the Department of Buildings. Required inspections will be conducted by the NYC Department of Buildings, Department of Environmental Protection, Fire Department of New York and/or Department of Transportation. Builder to retain the service of an architect or engineer for controlled inspection for borings, soil percolation tests, sub-grade, concrete, concrete test cylinders, concrete design mix, masonry units, structural steel, NFPA 80, sprinkler, fire alarm, elevator safety, boiler safety, mechanical ventilation, backflow preventer and fire-stopping, all in accordance with the requirements of the New York City Building Code. Sprinkler, elevator, fire alarm system, RPZ, and NFPA 80 require annual inspection.

Here with listed below are the approved and permitted applications filed with the New York City Department of Building;

-Alteration Job No. B00981580-I1

-Plumbing Job No. B00981580-I1

-Mechanical Job No. B00981580-S1

-Fire Sprinkler Job No. B00981580-S3

DOB Job File Numbers	File Date	Project Description	Job Status	Status Date
B00981580-I1	10/29/2024	Propose plumbing work and installation of plumbing fixtures for 6-story community facility, in conjunction with alteration CO application #320980275 as per plans filed herewith. No change in use, egress, or occupancy under this application.	Permit Entire	10/29/2024
B00981580-S1	11/29/2024	Propose mechanical work for 6-story community facility, in conjunction with alteration CO application #320980275 as per plans filed herewith. No change in use, egress, or occupancy under this application.	Permit Entire	11/29/2024

B00981580-S3	10/21/2024	Installation sprinklers system for 6-story community facility, in conjunction with alteration CO application #320980275 as per plans filed herewith. No change in use, egress, or occupancy under this application.	Permit Entire	10/28/2024

DOB BIS Job Numbers	File Date	Description	Job Status	Status Date	Zoning Approval
320980275	09/25/2014	Proposed horizontal enlargement at cellar thru 2nd floor. Proposed vertical work on floor(s): Cel, Roof, 001 thru 006	R Permit-Entire	08/26/2024	Granted 01/06/2015
320980275	03/16/2016	Post approval amendment for 01. Work on floor(s): Cel, Roof, 001 thru 006	P Approved	04/13/2016	Granted 01/06/2015
320980275	05/04/2016	Post approval amendment for 01. Work on floor(s): Cel, Roof, 001 thru 006	P Approved	05/16/2016	Granted 01/06/2015
320980275	08/09/2019	Post approval amendment for 01. Work on floor(s): Cel, Roof, 001 thru 006	P Approved	12/12/2019	Granted 01/06/2015
320980275	03/05/2020	Post approval amendment for 01. Work on floor(s): Cel, Roof, 001 thru 006	P Approved	03/18/2020	Granted 01/06/2015
320980275	09/08/2023	Post approval amendment for 01. Work	P Approved	05/13/2024	Granted 01/06/2015

		on floor(s): Cel, Roof, 001 thru 006			
320980275	09/13/2024	Post approval amendment for 01. Work on floor(s): Cel, Roof, 001 thru 006	P Approved	10/09/2024	Granted 01/06/2015

v. VIOLATIONS

The DOB violations are works in progress will get resolved by April 7, 2025.

DOB Violations Numbers	Description	Type	File Date
V 080218C01204RH	-	DOB Violation - Active	08/02/2018
V 071521CE31201NH	-	DOB Violation - Active	07/15/2021
V 040422CLL31201JC	Description: Failure to maintain building in code complaint manner building is a stalled construction site and has no ongoing work masonry work I work has been stalled with active permits.	DOB Violation - Active	04/04/2022
V 101922CLL31201AP	Description: Failure to maintain building in a code compliant manner. Conditions had not changed since the last violation #040422LL31201JC was issued. Building is a stalled construction site and no work is ongoing. Masonry work is incomplete with active permits. Not sign of workers. Remedy: comply with code.	DOB Violation - Active	10/19/2022

w. UNIT INFORMATION

The care facility shall have a total of seven (7) units. The units shall be located on the cellar through sixth floor level. Each unit shall be measured horizontally from the exterior side of the exterior walls or property line of any party wall to the unit side of the opposite exterior walls. Each unit shall consist of the area measured vertically from the finished floor of the units to the underside if the highest ceiling of the units. However, any common element located within a unit

shall not be considered to be a part of that unit, and all exterior spaces which are a part of a unit are not included in the square footage count.

Care facility units

Floor Designation	Unit #	Floor area in SF	# of bathroom	Floor to ceiling height	w/balcony in SF	Terrace in SF	Max. # of occupants
Cellar floor	C1	972	1	9	-	-	9
1st floor	1A	1358	1	9	-	-	13
2nd floor	2A	904	1	9	-	519	9
3rd floor	3A	904	1	9	-	-	9
4th floor	4A	904	1	9	-	-	9
5th floor	5A	904	1	9	-	-	9
6th floor	6A	904	1	9	-	-	9

x. FINISH SCHEDULE

LOCATION	FLOOR	WALL	BASE	CEILING
Common Spaces				
Electrical room	Finished concrete	Painted	Concrete floor	Painted
Sprinkler room	Finished concrete	Painted	Concrete floor	Painted
Main entry lobby	Tile	Painted	Tile	Painted
Egress stair	Finished concrete	Painted	Tile	Painted
Public hallway	Tile	Painted	Tile	Painted
Elevator Room	Finished concrete	Painted	Concrete floor	Painted
Detention Tank	Finished concrete	Painted	Concrete floor	Painted
Closet	Finished concrete	Painted GWB	Concrete floor	Painted GWB
Bathroom	Tile	Painted GWB	Tile	Painted GWB
Terrace	Finished concrete	-	Concrete floor	-
Commercial Unit				
Community Facility Unit	Tile	Painted	Tile	Painted
Bathroom	Tile	Painted GWB	Tile	Painted GWB
Closet	Finished concrete	Painted GWB	Concrete floor	Painted GWB

Note:

G.W.B. = Gypsum Wall Board

- Interior gypsum board surfaces are scheduled for one prime coat and two finish coats interior latex, flat finish by Benjamin Moore or equal.

Bathroom Finishes and Fixtures

Item	Manufacturer	Finish	Color
Toilet	iStyle (Model: K-0382DF)	White	White
Lavatory	Kohler	White	White

y. SAFETY AND WARNING DEVICES

Each care facility unit shall be equipped with a hard-wired combination smoke/carbon monoxide detector as per NYC Local Law 62/81, 7/04, R.S.17 and as per section 28-02 of the NYC Building Code. The smoke/carbon detectors manufacturer: GRK Electronics, model no. SC6120B or equal. Smoke/carbon monoxide detector shall also be installed in electrical room and sprinkler room and shall be connected to the fire alarm system. The entire building shall be provided with an automatic sprinkler system. An electric fire alarm gong will be located in front of the care facility main entrance and be connected to the fire command panel. The fire alarm control panel shall be located in the Cellar Floor Electrical Room. Sprinkler smoke alarm system shall be provided and water flow and tamper switches are provided on sprinkler branch piping. The installation of the fire alarm system shall be in accordance with New York City Building Code 907 and Appendix Q.

z. ADDITIONAL INFORMATION REQUIRED

See attached offering plan.

aa. SPECIAL RISKS

N/A

bb. FURTHER DEVELOPMENT

There is no anticipated further development.

cc. ASBESTOS

There are no asbestos present as this building is new construction, and no existing elements remain except the west and east side of the existing party walls of foundation wall of first and second floor walls were to remain.

Asbestos Building Survey

Floor	Describe section of floor	All materials assumed to contain ACM and/or sampled	Asbestos present	Assumed ACM
Cellar	Main Room, Sheetrock Ceiling at 5 ft from entrance	Miscellaneous Material	No	No
First Floor	Kitchen, sheetrock wall under the sink by 1.0 foot	Miscellaneous Material	No	No

Second Floor	Kitchen, sheetrock wall behind the stove at 3 ft high	Miscellaneous Material	No	No
Roof	Roof, Asphalt Sheeting at 4ft from entrance by the wall	Miscellaneous Material	No	No

dd. LEAD-BASED PAINT

There is no lead-based paint present as this building is new construction, and no existing elements remain except the west and east side of the existing party walls of foundation wall of first and second floor walls were to remain.



Jian Yang, P.E.

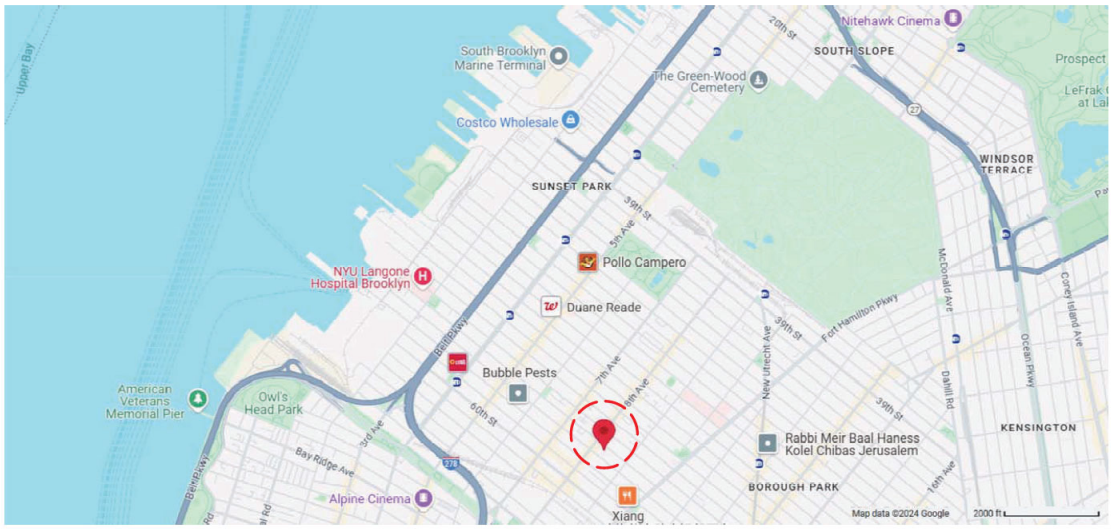
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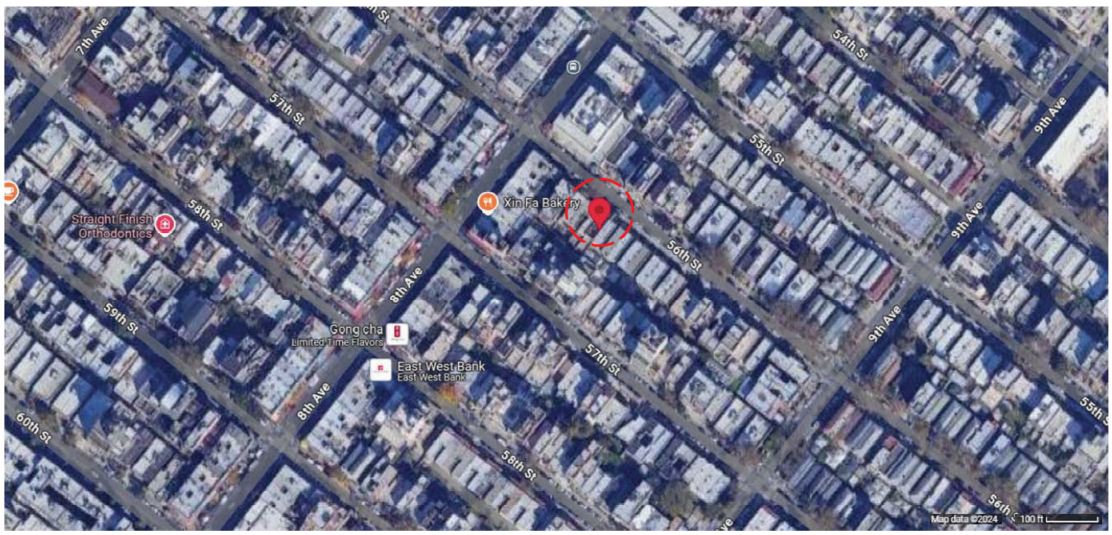
HENRY 824 CONDOMINIUM

FLOOR PLANS

824 56 ST

824 56th ST, BROOKLYN, NY 11220





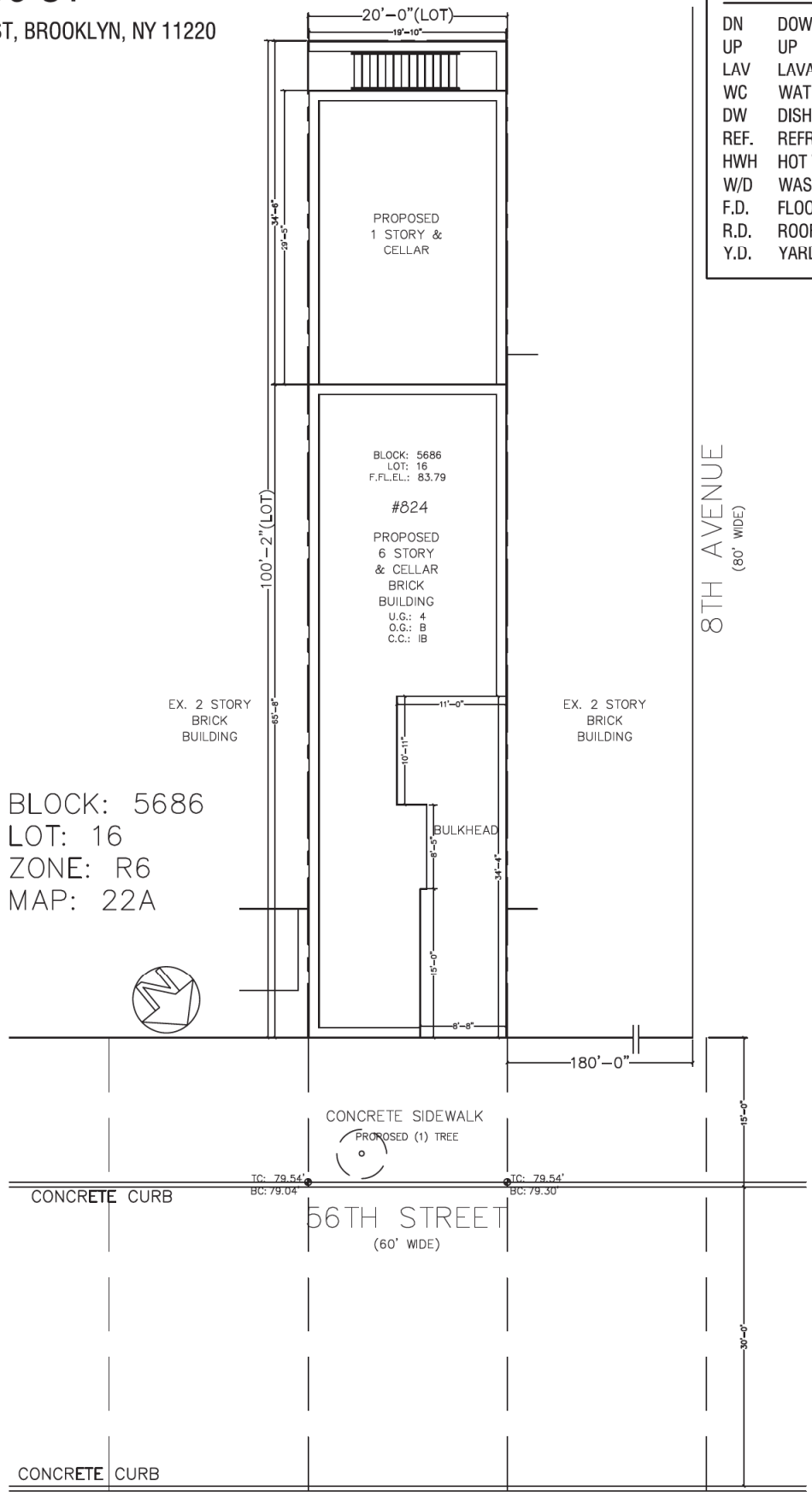


824 56 ST

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ABBREVIATION

DN	DOWN
UP	UP
LAV	LAVATORY
WC	WATER CLOSET
DW	DISHWASHER
REF.	REFRIGERATOR
HWH	HOT WATER HEATER
W/D	WASHER/DRYER
F.D.	FLOOR DRAIN
R.D.	ROOF DRAIN
Y.D.	YARD DRAIN



PROPOSED PLOT PLAN

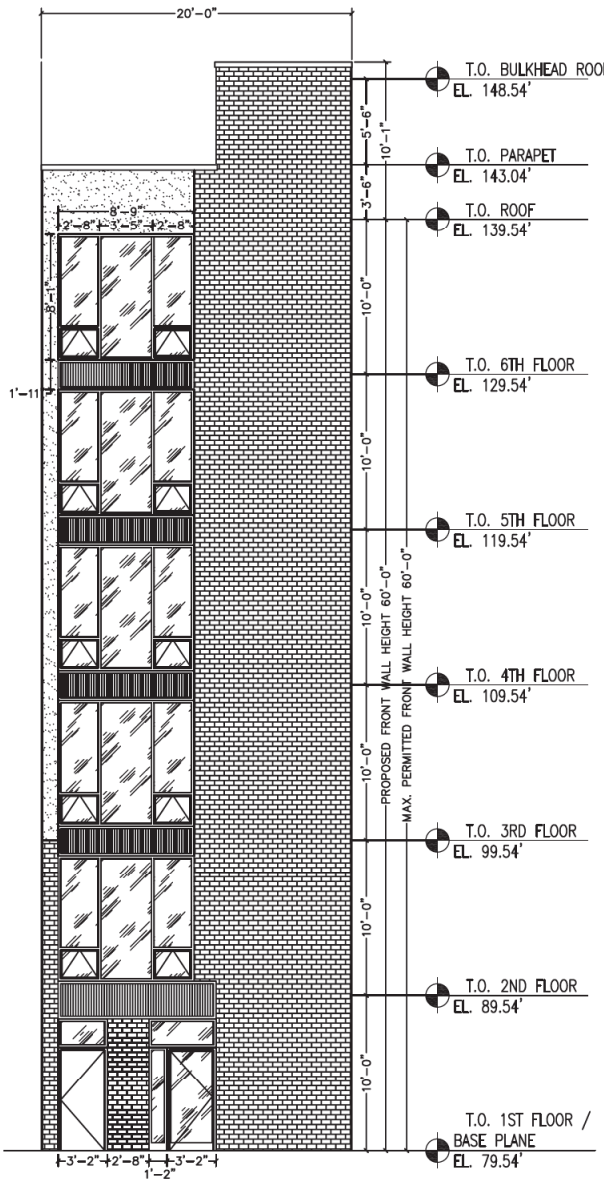
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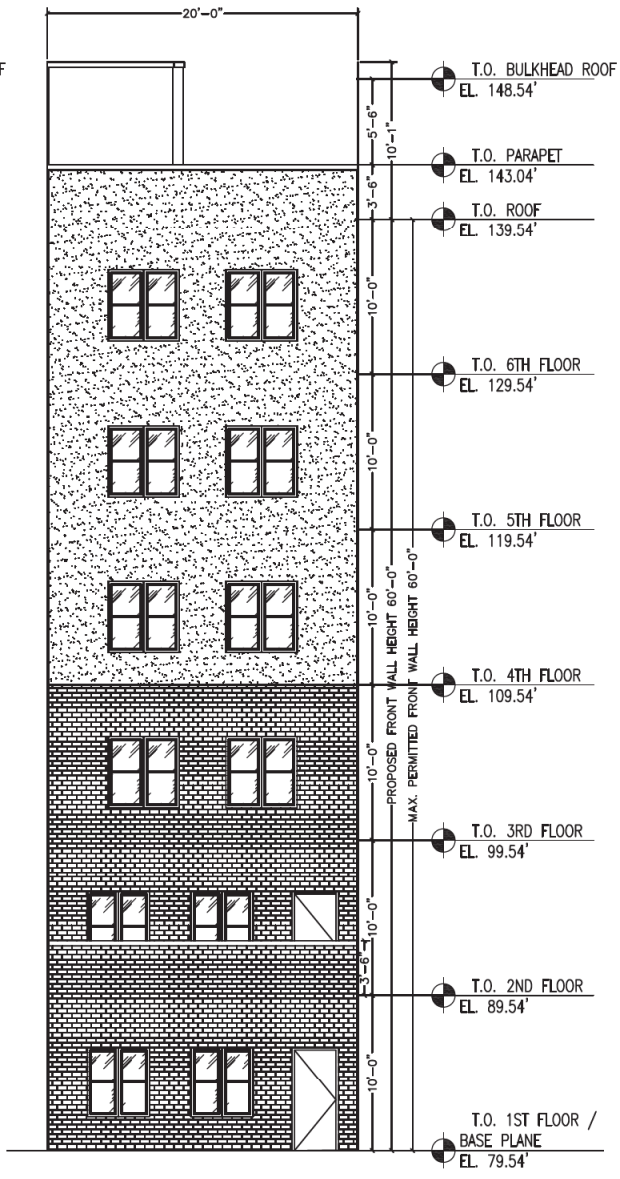
NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIRMENTS, AND REFLECTS DOB APPROVED PLANS.

824 56 ST

824 56th ST, BROOKLYN, NY 11220



PROPOSED FRONT ELEVATION
SCALE: 1/8"=1'-0"



PROPOSED REAR ELEVATION
SCALE: 1/8"=1'-0"

0' 4' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

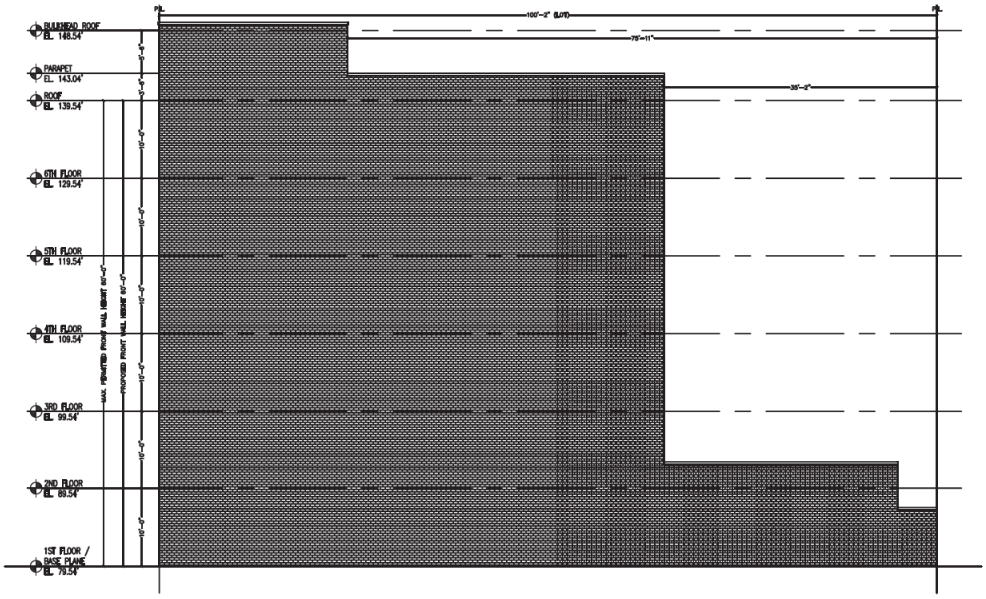
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PROPOSED WEST ELEVATION

SCALE: 1/16"=1' 0"

0' 4' 8' 16'

DATE: OCTOBER 23, 2024

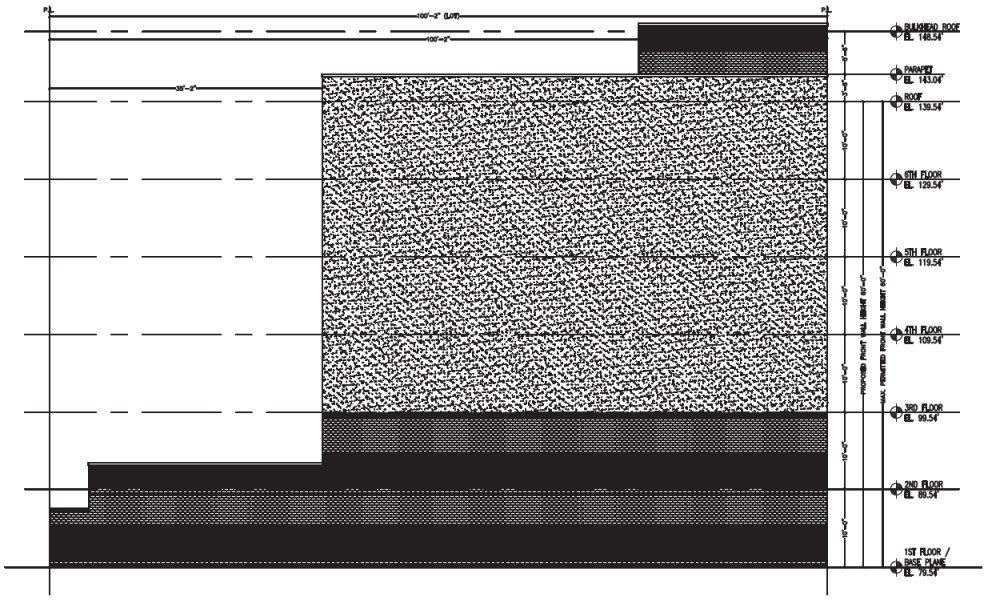
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824 56 ST

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PROPOSED EAST ELEVATION

SCALE: 1/16"=1' 0"

0' 4' 8' 16'

DATE: OCTOBER 23, 2024

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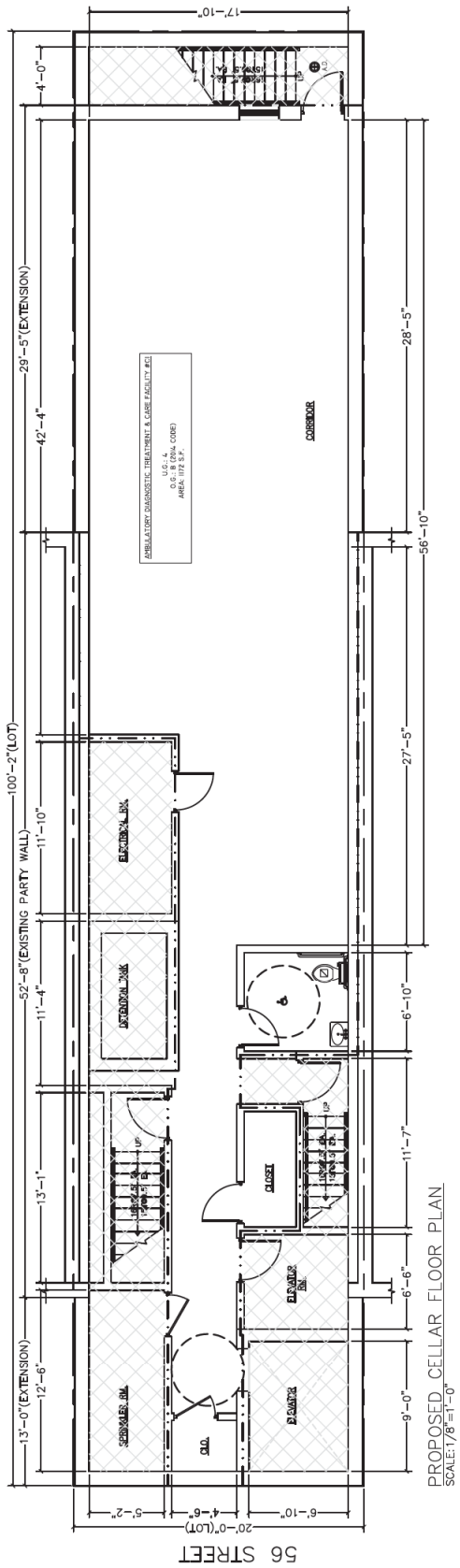
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824 56 ST

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LEGEND

- COMMUNITY &COMMERCIAL COMMON ELEMENT
- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT BOUNDARY
- PROPERTY LINE
- UNOBSTRUCTED NYCFD PATH



PROPOSED CELLAR FLOOR PLAN
SCALE: 1/8"=1'-0"

0' 4' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

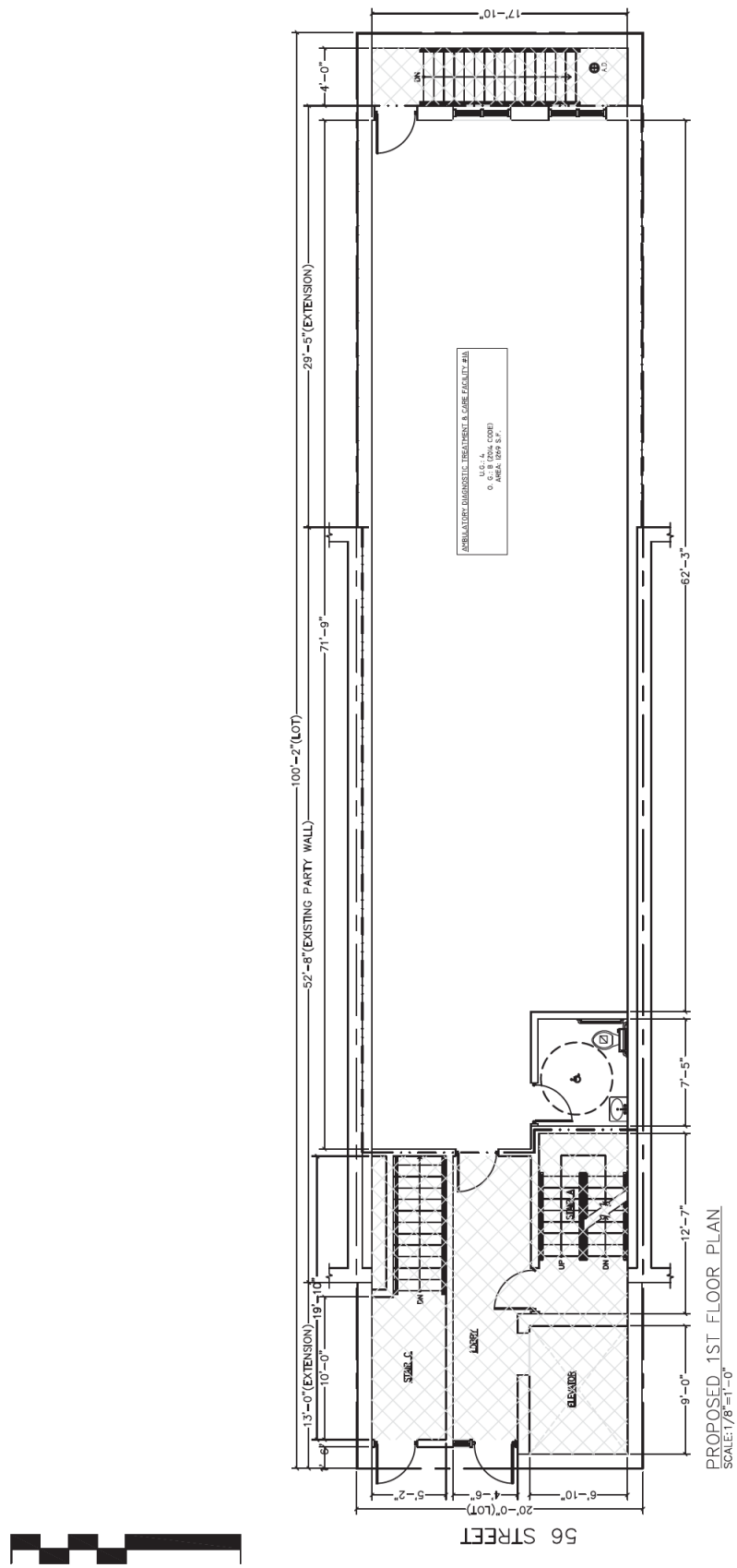
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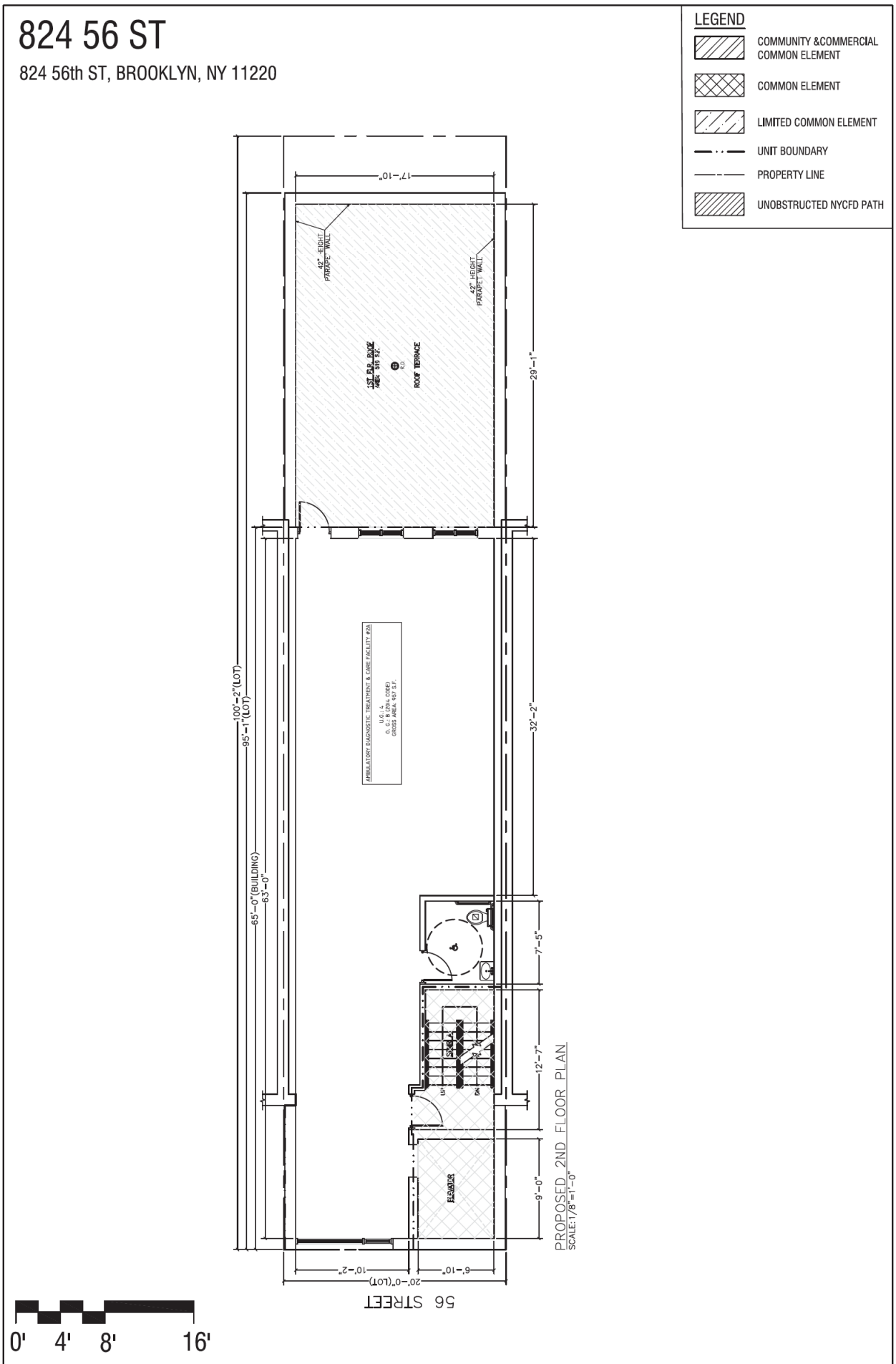
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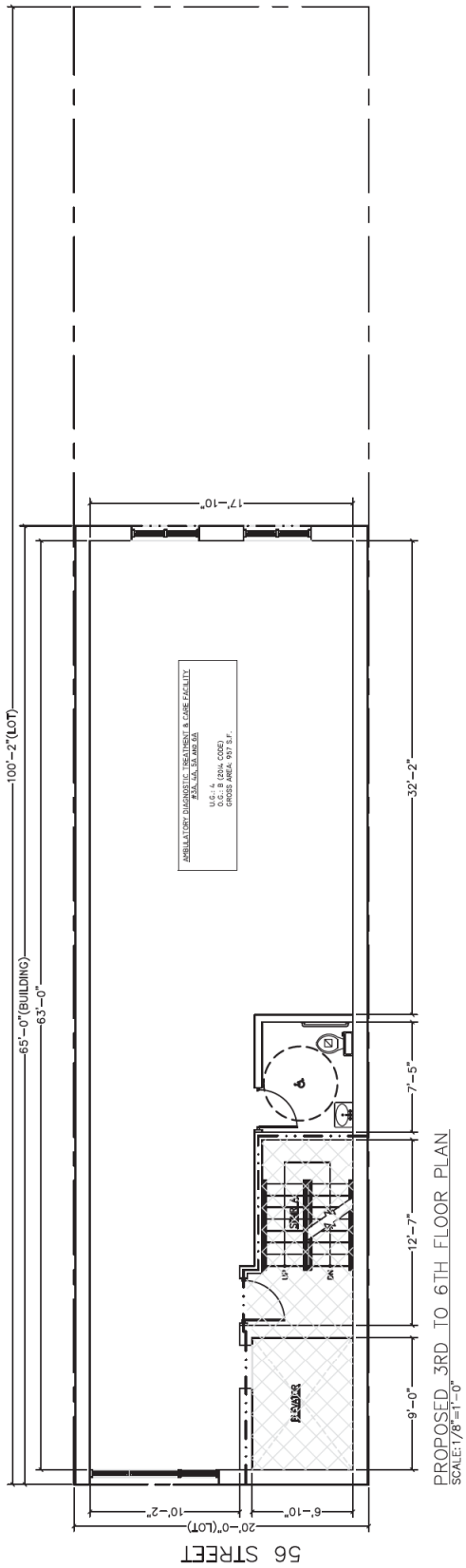
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824 56 ST

824 56th ST, BROOKLYN, NY 11220

LEGEND

- COMMUNITY &COMMERCIAL COMMON ELEMENT
- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT BOUNDARY
- PROPERTY LINE
- UNOBSTRUCTED NYCFD PATH



PROPOSED 3RD TO 6TH FLOOR PLAN
SCALE: 1/8"=1'-0"

0' 4' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

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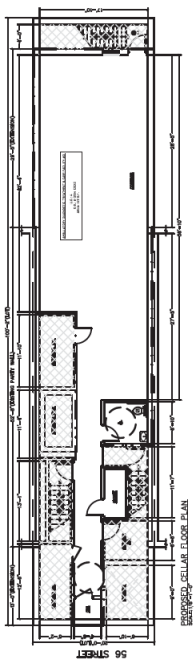
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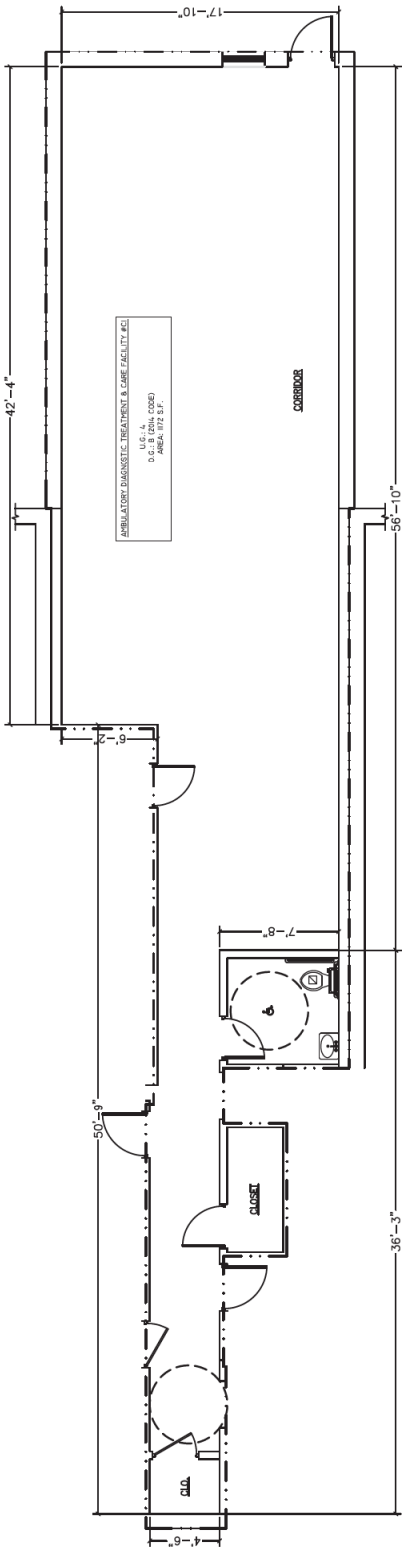
824 56 ST

824 56th ST, BROOKLYN, NY 11220

LEGEND

- COMMUNITY &COMMERCIAL COMMON ELEMENT
- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT BOUNDARY
- PROPERTY LINE
- UNOBSTRUCTED NYCFD PATH





0' 4' 8' 16'

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DATE: OCTOBER 23, 2024

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AMBULATORY DIAGNOSTIC TREATMENT & CARE FACILITY #C1

CELLAR FLOOR

GROSS FLOOR AREA: 1172 S.F.

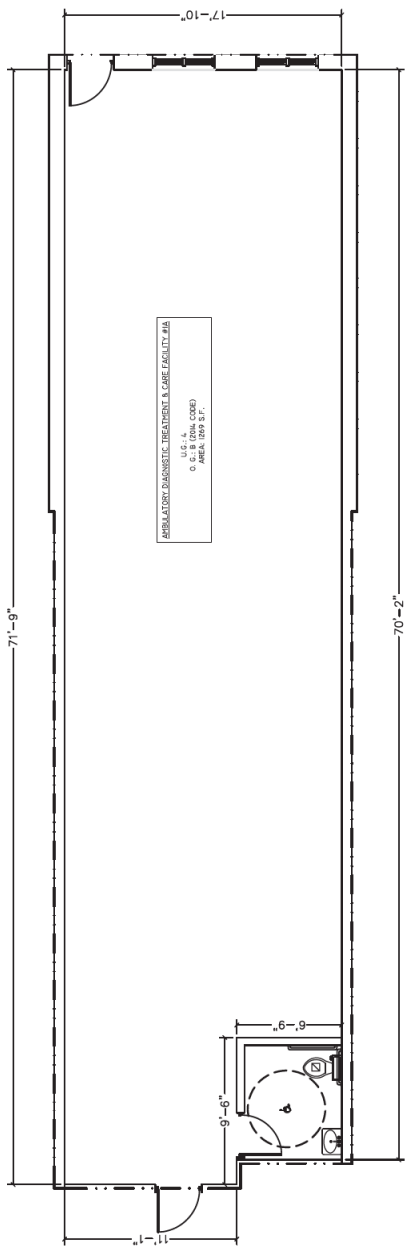
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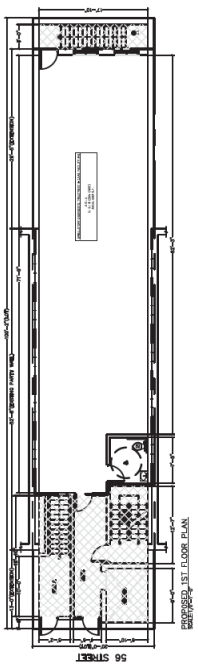
824 56 ST

824 56th ST, BROOKLYN, NY 11220

LEGEND

- COMMUNITY &COMMERCIAL COMMON ELEMENT
- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT BOUNDARY
- PROPERTY LINE
- UNOBSTRUCTED NYCFD PATH





0' 4' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

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DATE: OCTOBER 23, 2024

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AMBULATORY DIAGNOSTIC TREATMENT & CARE FACILITY #1A

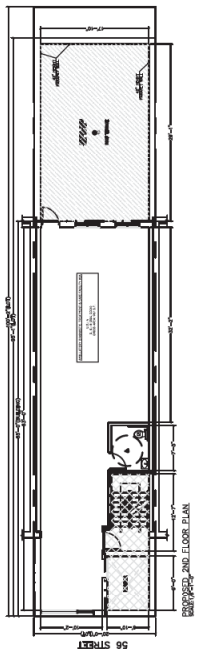
1ST FLOOR

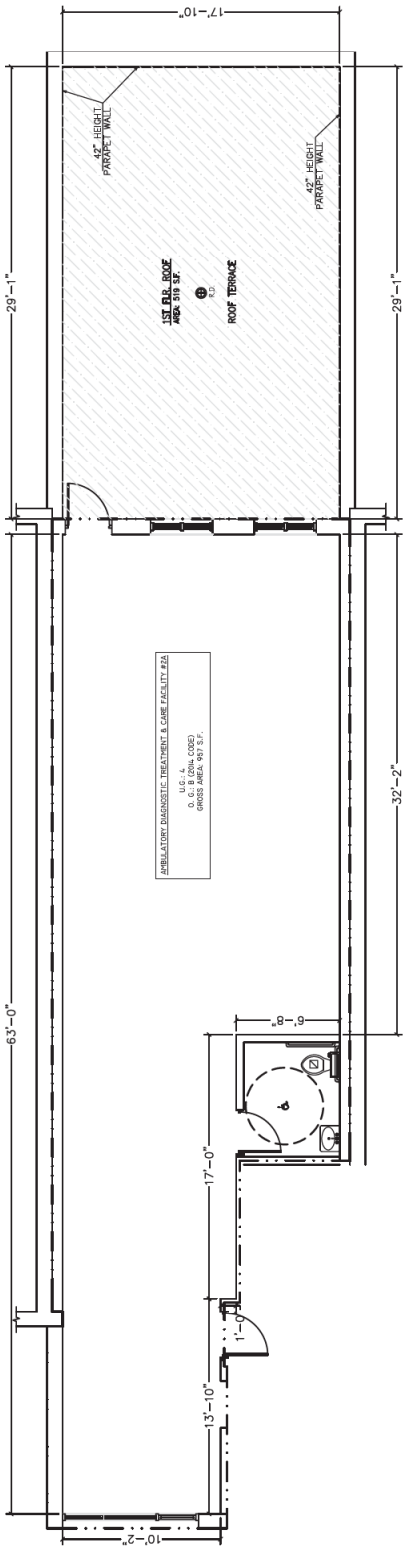
GROSS FLOOR AREA: 1269 S.F.

SCALE: 1/8"=1'-0"

824 56 ST

824 56th ST, BROOKLYN, NY 11220





LEGEND

- COMMUNITY &COMMERCIAL COMMON ELEMENT
- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT BOUNDARY
- PROPERTY LINE
- UNOBSTRUCTED NYCFD PATH

0' 4' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIRMENTS, AND REFLECTS DOB APPROVED PLANS.

DATE: OCTOBER 23, 2024

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AMBULATORY DIAGNOSTIC TREATMENT & CARE FACILITY #2A

2ND FLOOR

GROSS FLOOR AREA: 957 S.F.

TERRACE AREA: 519 S.F.

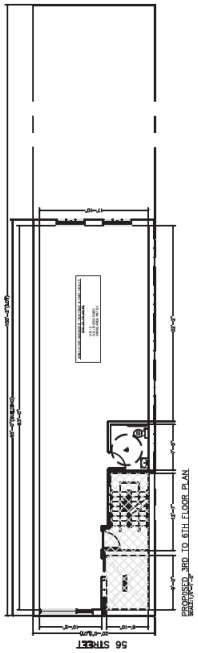
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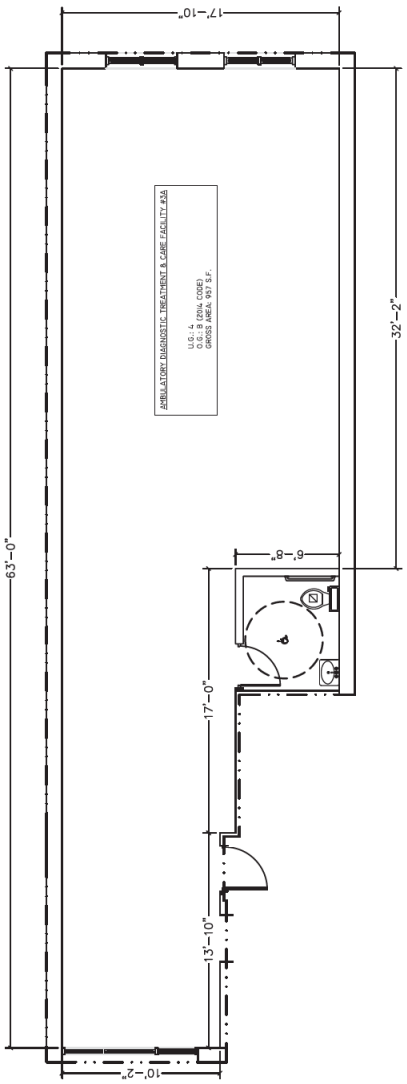
824 56 ST

824 56th ST, BROOKLYN, NY 11220

LEGEND

- COMMUNITY &COMMERCIAL COMMON ELEMENT
- COMMON ELEMENT
- LIMITED COMMON ELEMENT
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AMBULATORY DIAGNOSTIC TREATMENT & CARE FACILITY #3A

3RD FLOOR

GROSS FLOOR AREA: 957 S.F.

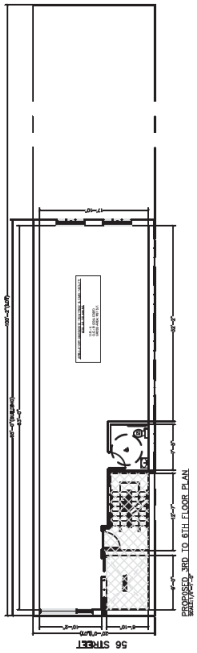
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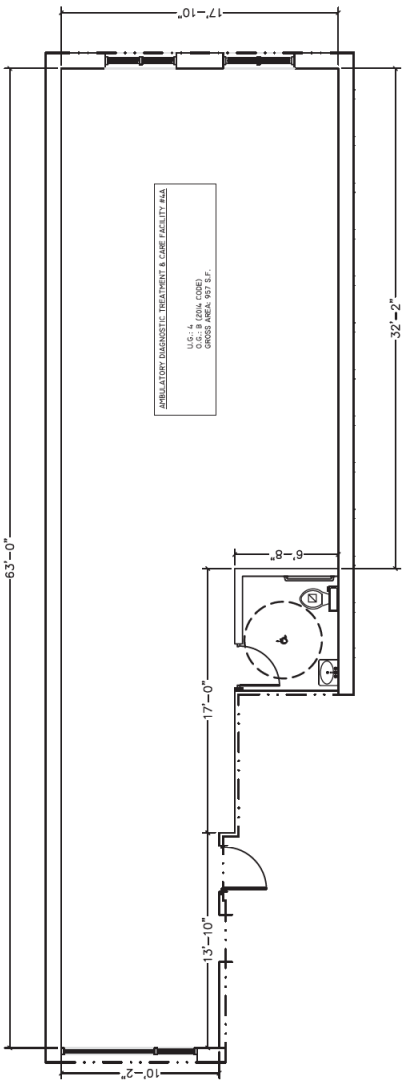
824 56 ST

824 56th ST, BROOKLYN, NY 11220

LEGEND

- COMMUNITY &COMMERCIAL COMMON ELEMENT
- COMMON ELEMENT
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AMBULATORY DIAGNOSTIC TREATMENT & CARE FACILITY #4A

4TH FLOOR

GROSS FLOOR AREA: 957 S.F.

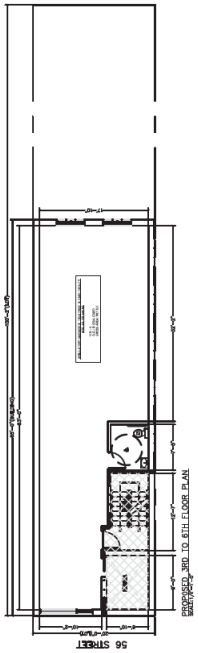
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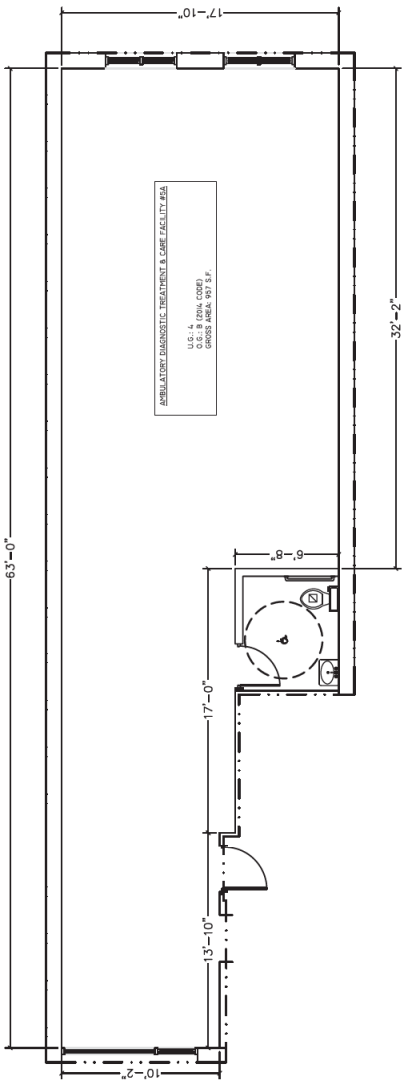
824 56 ST

824 56th ST, BROOKLYN, NY 11220

LEGEND

- COMMUNITY &COMMERCIAL COMMON ELEMENT
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AMBULATORY DIAGNOSTIC TREATMENT & CARE FACILITY #5A

5TH FLOOR

GROSS FLOOR AREA: 957 S.F.

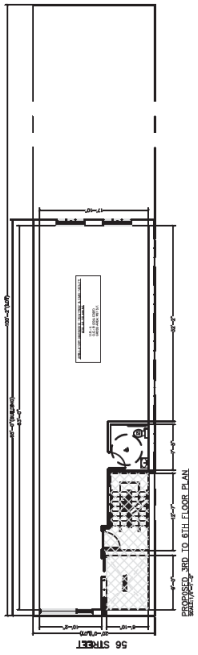
SCALE: 1/8"=1'-0"

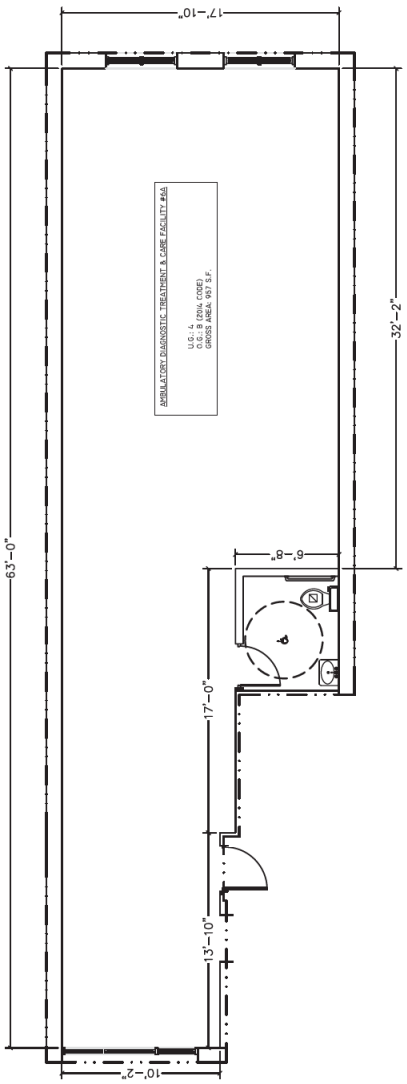
824 56 ST

824 56th ST, BROOKLYN, NY 11220

LEGEND

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- COMMON ELEMENT
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AMBULATORY DIAGNOSTIC TREATMENT & CARE FACILITY #6A

6TH FLOOR

GROSS FLOOR AREA: 957 S.F.

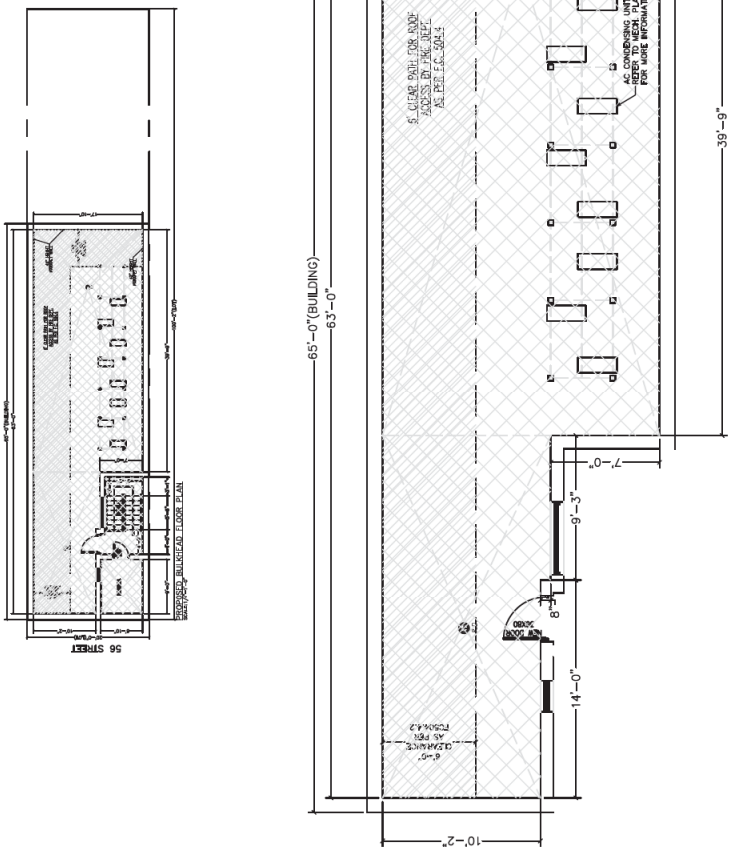
SCALE: 1/8"=1'-0"

824 56 ST

824 56th ST, BROOKLYN, NY 11220

LEGEND

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BULKHEAD FLOOR

BULKHEAD FLOOR

GROSS FLOOR AREA: 951 S.F.

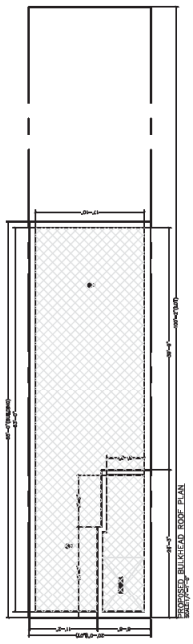
SCALE: 1/8"=1'-0"

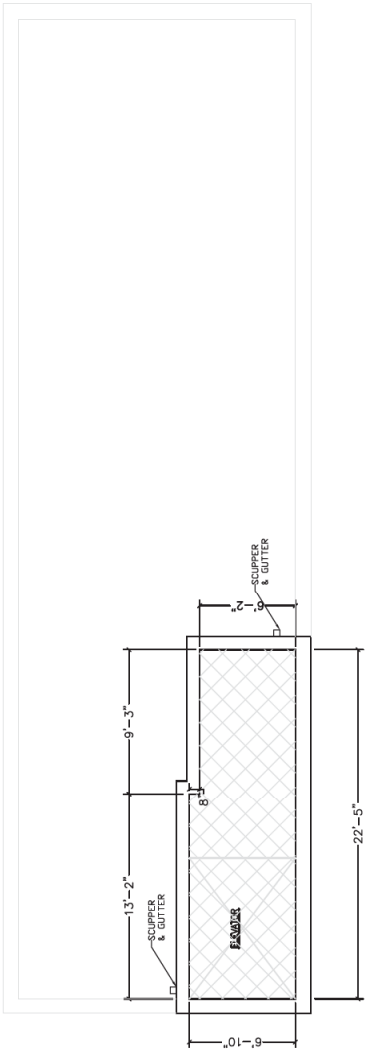
824 56 ST

824 56th ST, BROOKLYN, NY 11220

LEGEND

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BULKHEAD ROOF

BULKHEAD ROOF

GROSS FLOOR AREA: 147 S.F.

SCALE: 1/8"=1'-0"

SECTION GG

DECLARATION OF CONDOMINIUM

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT 824 56TH STREET, BROOKLYN, COUNTY OF KINGS, STATE OF NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Name of Condominium:	Henry 824 Condominium
Name of Declarant:	Henry 824 LLC 824 56th Street Brooklyn, NY 11220
Date of Declaration:	June___, 2026
Block:	5686
Lots:	F/K/A 0016 N/K/A
County:	Kings
	Record and Return To: Attorney for Declarant: Lawrence (Lixin) Yang, Esq. Lawrence Lixin Yang, P.C. 136-20 38th Avenue, Suite 10E Flushing, New York 11354

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DECLARATION

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF THE PREMISES KNOWN AS HENRY 824 CONDOMINIUM LOCATED AT 824 56TH STREET, BROOKLYN, NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

In the County of Kings and State of New York, on this day of , 2026, Henry 824 LLC, a New York limited liability company with an office at 824 56th Street, Brooklyn, NY 11220, hereby declares as follows:

Article I Submission of Property

By this Declaration, the Declarant submits the property described in this Declaration including, but not limited to the land, the Building and other improvements erected and to be erected thereon, all easement rights, and appurtenances to be erected thereon and all other property real, personal and mixed intended for use in connection therewith to the provisions of Article 9-B of the Real Property Law of the State of New York.

Article II Description of Property

The Declarant owns that certain plot, piece of parcel of land, with the building and improvements thereon erected, situate, lying and being in the County of Kings and State of New York, consisting of one (1) building which contains the basement, 1st through 6th floors, roof and bulkhead (Hereinafter the "Building"). The Building contains seven (7) community facility unit(s) with no parking, as being described in Schedule B hereto annexed and more particularly bounded and described in Schedule A which is annexed to and made part of this Declaration. The land has an area of approximately 2,000 square feet and is located in County of Kings and State of New York with a street address at 824 56th Street, Brooklyn, New York.

Article III Name of Condominium

The Condominium shall be known as Henry 824 Condominium.

Article IV Definitions

(a) "Unit Owner" means the Declarant of a unit. Every Unit Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety or whether the Unit is owned by an individual, corporation, partnership, limited liability company, fiduciary or any other entity. Where such ownership is joint, in common or by tenancy by the entirety, majority vote of such owners shall be necessary to cast the Unit Owner's vote referred to in Article X of this Declaration.

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

(c) "Building" or "Buildings" as hereinafter referred to shall be defined as a number of Units all of which are constructed a continuous roof.

(d) "Party Walls". The wall separating the Unit of one Owner from the Unit of an adjoining Unit Owner shall also be referred to as a "Divider Wall".

(e) "Condominium" means Condominium which is composed of the Unit Owners and governed by the Board of Managers.

Article V <u>The Condominium</u>

(a) The Declarant is converting the subject property to a Condominium known as Henry 824 Condominium according to the floor plans certified by Xiong Wei Wu, Professional Engineer, of Great Wall Consultant Professional Engineering PLLC, having an office at 74-07 13th Avenue, Brooklyn, NY 11228 and filed simultaneously with the recording of this Declaration in the Office of the City Register of the City of New York. These plans set forth a description of the Building depicting the number of stories, the number of Units and the principal materials with which they are constructed.

(b) The Condominium will consist of one (1) building which contains the basement, 1st through 6th floors, roof and bulkhead. The Building contains seven (7) community facility unit(s) with no parking spaces, all set forth on the floor plans filed as part of this Declaration. Each of the Units has access to the street on which the Condominium abuts through the lobby of the Building which forms a part of the common elements of the Condominium. Each Unit will be sold to one or more Unit Owners. Each Unit Owner will obtain fee ownership in, and the exclusive right of occupancy and possession of the Unit, together with an undivided interest in the common elements of the Condominium, as listed hereinafter in this Declaration, and referred to as the "Common Elements", all of the above in accordance with Article 9-B of the Real Property Law of the State of New York.

Article VI Use of Units

(a) As more particularly set forth in the By-Laws, the Units may be used only for their designated purpose in conformity with Certificate of Occupancy and any applicable zoning codes. Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

(b) Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, the Declarant may, without permission of the Board of Managers, erect and maintain signs and use any unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units as well as erect and maintain signs for the purpose of advertisement.

Article VII Common Elements

(a) General Common Elements

(i) The common elements of the Condominium will consist of all of the Condominium, including but without limitation, outside walls and the roof of the Building and all other improvements except the Units, including all the land, the lobby, boiler room, water and meter room in the cellar, staircase and elevator, the pipes, wires, conduits, utility lines, foundations, columns, girders, beams, concrete joists, supports, exterior walls, interior load bearing walls, pillars, concrete floors, central and appurtenance installations and equipment for power, lights, and air conditioning, heating, ventilation and other service and utility lines which are utilized for, serve, or pass through more than one Unit and all other parts of the Property and all apparatus and installations existing in the Building or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the property.

(ii) Any portion of the common elements may be used by any Unit Owner subject to the rules and regulations promulgated by the Board of Managers. The common elements are not severable from the Units except in accordance with Article 9-B of the Real Property Law.

(iii) The common elements shall remain undivided, shall not be subject to the partition and no Unit Owner shall bring any action for partition or division unless otherwise provided by law. Each Unit Owner shall have the right to use the common elements, in accordance with the purpose for which such common elements are intended, without hindering the exercise of or encroaching upon the rights of the other Unit Owners.

(iv) The percentage of undivided interest in the common elements established herein shall not be changed except with the consent of the Unit Owners affected expressed in a duly recorded amendment to this Declaration.

(v) The Undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or

encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instruments.

(b) Limited Common Elements

The light wells, balconies and terraces shall be the limited common elements. The Unit Owner or owners who have exclusive use of the certain limited common elements shall be responsible for the cost of maintaining and repairing such limited common elements.

Article VIII Easements

(a) All pipes, wires, conduits and public utility lines located within each Unit shall be owned by such Unit Owner. Any portion of such pipes, wire, conduits and public utility lines located in the common elements including electric meter banks located on the exterior of a Unit and servicing one or more units, will be owned in common by the Unit Owners. The Board of Managers shall have a right of access to all common elements for maintenance, repair or improvement whether such common elements are restricted or not.

(b) The Declarant, its successors, assigns, and purchasers, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over under and across the common elements of the Condominium for the purpose of completing construction and sale of the Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the common elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, assigns, and purchasers, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewer and drainage lines which may from time to time be in or along the streets and roads or other areas of the common elements. Finally, the Declarant, its successors, assigns and purchasers reserve the right to continue to use the common elements and any facilities, sales offices, model homes, and signs located on the common elements, in its efforts to market units in the Condominium for a period ending two (2) years after the closing to the First Unit or until eighty percent (80%) of the Units are conveyed to Purchasers, whichever is sooner, to market any other Units owned by Declarant. This paragraph shall not be amended without the consent of the Declarant.

(c) The Declarant, on behalf of itself and its successors and assigns who may take title to portions of the condominium for purposes of marketing and sale of Units, reserves the right to continue to use the common elements and any facilities, sales offices, model units and signs located on the common elements, in its efforts to market and sell Units in the Condominium. This paragraph shall not be amended without the written consent of the Declarant.

Article IX Service of Process and Building Code Violations

(a) The Secretary of State of the State of New York is hereby designated as agent of the Board of Managers to receive service of process for any action which may be brought against the Board of Managers. The Board of Managers shall file with the Secretary of State the address to which a copy of process may be mailed for such purpose.

(b) Service of process on the Unit Owners in any action with relation to the common elements or more than one Unit and with regard to any violation of local building codes, zoning ordinances and other related building and zoning laws by the common elements or more than one Unit shall be made upon the Board of Managers of Henry 824 Condominium at 824 56th Street, Flushing, NY 11354.

Article X Common Interest

Each Unit Owner shall have such percentage interest in the common elements as is set forth on Schedule B attached hereto and shall bear such percentage of the common expenses of the Condominium. All expenses of the Condominium shall be common expenses and shall be apportioned among all the Unit Owners according to the method set forth in the By-Laws. Such Unit Owner shall have one vote for all voting purposes at any meeting of the Unit Owners for each 0.01% of undivided interest in the common elements unless otherwise mandated by law or expressly provided for herein. The percentage interest of the respective Units in the Common Elements has been assigned in the approximate proportion that the fair market value of the Unit at the date of Declaration bears to the aggregate fair value of all the Units.

Article XI Administration

The administration of the Condominium and parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration as hereto annexed.

Article XII Amendment and Withdrawal

(a) The property shall not be withdrawn from Condominium ownership unless at least eighty percent (80%) of the Unit Owners in number and in common interest and the first mortgagees, if any, of each of those same Units agree to such removal by duly recorded instruments. Such withdrawal of the property from Condominium ownership shall not take effect until it is duly recorded in the Office of the City Register of the City of New York.

(b) The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon an affirmative vote of eighty percent (80%) of the Unit Owners in number and in common interest held at a duly called meeting of the Unit Owners, provided, however, that:

(i) No amendment shall alter the percentages of interest in the common elements appurtenant to any Unit or alter any rights or obligations respecting portions of the common elements without the consent of the affected Unit Owners and the first Mortgagees, if any, of the same Units, which consents shall be expressed on the instrument or amendment.

(ii) No amendment shall add any parcel of land to or divest any parcel of land from the Condominium properties unless all of the Unit Owners and the first mortgagees, if any, of each of these same Unit Owners agree to such change on the instrument or amendment.

(iii) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

(c) There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period, such presumption will be deemed conclusive. Any amendment to this Declaration shall not take effect until it is recorded in the Office of the City Register of the City of New York.

(d) Irrespective of any other provision in this Declaration, no action for partition or division of the common elements shall be bought nor shall this Plan of Condominium ownership be terminated when such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

Article XIII Subject to Declaration, By-Laws, etc.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of the Declaration, By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land that shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

Article XIV Common Charges

(a) All sums assessed as common charges by the Board of Managers of the Condominium but unpaid, together with interest at the maximum legal rate thereon, chargeable to any Unit Owner shall constitute a lien on his Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivision of any governmental authority, including but not limited to State, County, Municipal and School

District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorney's fees and late charges, if any, assessed pursuant to the By-Laws of this Declaration (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid common charges, the unpaid balance will be charged to all Unit Owners as a common expense. However, where the holder of a mortgage of record, or other purchaser of a Unit at a foreclosure sale of a mortgage of record, obtains title to the Unit as a result of a foreclosure, or the mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of common charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of common charges shall be charged to all other Unit Owners as a common expense. The term "mortgage of record" herein used shall mean a first mortgage granted by a Federal or State Savings and Loan Association, Savings or Commercial Bank, Life Insurance Company, Pension Fund, Trust Company, Agency of the United States Government or of the City or State of the New York or other similar lender or a purchase money mortgage granted by Seller.

(b) Every Unit Owner shall pay the common charges assessed against him when due and no Unit Owner may exempt himself from liability for the payment of the common charges assessed against him by waiver of the dues or enjoyment of any of the common elements or by the abandonment of his Unit. However, no Unit Owner shall be liable for the payment of any common charges accruing subsequent to a sale, transfer or other conveyance by him of such Unit made in accordance with Section 339-X of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

Article XV Unit Acquired by the Board

(a) In the event any Unit Owner shall convey his Unit to the Board of Managers in accordance with Section 339-X of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article VI, Section 9 of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

(b) In order to carry out the provisions of this Article, each Unit Owner shall, upon becoming such, grant an irrevocable Power of Attorney, coupled with an interest, to the Board of Managers and their successors to acquire title or lease any such Unit under whatever terms the Board may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board in its sole discretion shall deem proper.

Article XVI Encroachments

The Unit Owners agree that if any portion of a Unit or the common elements whether restricted to an individual owner or not, encroaches upon another or shall hereinafter encroach upon another as a result of original construction or setting of the Building, a valid easement from the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the common elements as afore described due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

Article XVII Unit Ownership

Upon the closing of title to a Unit, a Purchaser shall automatically become a Unit Owner in the Condominium and shall remain a Unit Owner until such time as he ceases to own the Unit for any reason.

Article XVIII Conveyance of a Unit

In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid common charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts so paid by the grantee therefore. Any such grantee shall, upon ten (10) days written request, be entitled to a statement from the Board of Managers setting forth the amount of the unpaid common charges against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid common charges against the grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of a mortgage of record or other purchaser of a Unit at a foreclosure sale of a mortgage or record.

Article XIX Covenants and Restrictions

(a) The use of the Unit by the Unit Owner or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

(i) The Unit and area restricted to Unit Owner's use shall be maintained in good repair and overall appearance.

(ii) No alterations to the exterior of the Unit or any part of the common elements may be made without the written consent of the Board of Managers. No alterations to the inside of a Unit which would impair the structural soundness of the

Building may be made without the written consent of the Board of Managers. Consent may be requested to the Managing Agent, if any, or to the President of the Board of Managers, by mailing a letter certified mail, return receipt requested, if no Managing Agent is employed. If building plans are required for such alteration under any applicable building code, a copy of such plans must be included with said letter. The Board of Managers shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The provisions of this paragraph shall not apply to Declarant.

(iii) Any Unit Owner who mortgages or sells his Unit shall notify the Board of Managers, providing the name and address of his mortgagee, and guarantor(s) of the mortgage, if any.

(iv) (1) The Board of Managers shall, at the request of the mortgagee of a Unit, and guarantor(s) of the mortgage, if any, report any unpaid common charges due from the Unit Owner of such Unit.

(2) The Board of Managers shall give the mortgagee and guarantor(s) of the mortgage on any unit in this Condominium the right to timely written notice of: (x) Any condemnation or casualty loss that affects either a material portion of this Condominium or the Unit securing its mortgage, and (y) any proposed action that requires the consent of a specified percentage of mortgagees as provided in this Declaration, the By-Laws and Rules and Regulations of the Condominium.

(v) No Units shall be used for the purposes other than the purpose stated in the Certificate of Occupancy.

(vi) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to occupants or which interferes with the peaceful possession and proper use of the property by its occupants.

(vii) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

(viii) Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Unit Owner provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.

(ix) Occupancy of the Unit shall be restricted to occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

(x) The common charges shall be paid when due.

Article XX Changes to the Condominium

(a) Except to the extent prohibited by law, the Declarant or its designee shall have the right, without the vote or consent of the Board of Managers to: (a) make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, in, to and upon Units owned by the Declarant or its designees (Hereinafter the "Unsold Units"); (b) change the layout of, or number of rooms in, any unsold Units from time to time; (c) change the size and/or number of unsold Units by subdividing the one or more unsold Units into two or more separate Units, combining separate unsold Units (including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between any unsold Units, otherwise; and (d) if appropriate, reapportion among the unsold Units affected by such change in size or number pursuant to the preceding clause their percentages of interest in the common elements; provided, however, that the percentage of interest in the common elements of any other Units (other than unsold Units) shall not be changed by reason thereof unless the Declarants of such units shall consent thereto and, provided further, that the Declarant or its designee shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Mangers and all other Unit Owners harmless from any liability arising thereof. Declarant further states that unless Purchaser consents, no change will be made on Unit size, layout, percentage of common interest or in the amount or quality of common elements directly affecting or servicing the Unit if a purchase agreement has been executed and delivered to Declarant for that Unit and the purchase is not in default.

(b) Nothing contained in this Declaration shall prohibit the division or consolidation of any Unit or Units or common interest appurtenant thereto, including but not limited to a change in the number of rooms. Any such change which will affect the structural integrity of the Building requires the prior written consent of the Board of Managers. In no case, however, may such division or consolidation result in a different percentage of common interest for the total of the new Units than existed for the total of the original units before division or consolidation. An amendment to this Declaration authorized by this paragraph of Twelfth Article may be filed by the new Unit Owner(s) without the consent of any other Unit Owner provided that the percentage of common interest of all other existing Units is not affected thereby and provided such Unit Owner(s) secure the written consent of the Board of Managers which consent may not be unreasonably withheld.

(c) Notwithstanding other provisions of this Article, no reapportionment of the interest in the common elements appurtenant to any Unit shall be made unless there is first delivered to the Board of Managers a written certification stating that the percentages of interest of the respective Units in the common elements, immediately after such reapportionment, will be based upon the approximate proportion that the fair market value of each Unit at the date of this Declaration bears to the aggregate fair value of all Units on said date.

(d) If the number of rooms in an Unsold Unit is changed, or the size and/or number of unsold Units is changed (whether as a result of a subdivision or combination

of unsold Units or alteration of boundary walls between unsold Units, or otherwise) and the appurtenant percentage interest in the common elements is reapportioned as a result thereof, all in accordance with the provisions of the Article, then the Declarant or its designee shall have the right to execute, or (on its request) to require any other Unit Owner or the Condominium Board of Managers to execute and record in the Office of the City Register of the City of New York, an amendment to this Declaration (together with such other documents as the Declarant or its designee deems appropriate to effectuate the same) reflecting such change in the number of rooms in an unsold Unit or in the size and/or number of unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage of interest in the common elements.

(e) In the event the Declarant or its designee, exercising its rights pursuant to this Article so requests, the Board of Mangers shall promptly amend the Declaration at the expense of the Declarant or its designee, to reflect any such alterations, additions, improvements, changes or reapportionments as provided by clauses (a), (b), (c), and shall record such amendment in the Office of the City Register of the City of New York.

Article XXI Invalidity

Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way effect any of the remaining part of parts hereof, and the same shall continue in full force and effect.

Article XXII Gender

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Article XXIII Waiver

No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Article XXIV Captions

The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this day of 2026.

Henry 824 LLC

By: _____
[Name]:
[Title]:

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the day of in the year 2026, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of individual taking acknowledgement)

HENRY 824 CONDOMINIUM
Address: 824 56th Street
Brooklyn, NY 11220
Block 5686 Base Lot 16, Borough of Brooklyn

Legal Description-Schedule A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 56th Street, distant 180 feet easterly from the intersection formed by the southerly side of 56th Street and the southerly side of 8th Avenue;

RUNNING THENCE southerly parallel with 8th Avenue, 100 feet and 2 inches to the center line of the block;

THENCE easterly along said center line of the block and parallel with 56th Street, 20 feet;

THENCE northerly again parallel with 8th Avenue and part of the distance through a party wall, 100 feet and 2 inches to the southerly side of 56th Street;

THENCE westerly along the southerly side of 56th Street, 20 feet to the point or place of BEGINNING;

SAID PREMISES being known as and by the street address 824 56th Street, Brooklyn, NY 11220.

HENRY 824 CONDOMINIUM

Address: 824 56th Street
Brooklyn, NY 11220
Block 5686 Base Lot 16 Borough of Kings
Schedule B

Unit No.	BLOCK 5686 LOT NO.	NO. OF ROOMS	NO. OF BATHROOMS	PERCENTAGE OF COMMON INTEREST	NET SQUARE FOOTAGE	ACESS TO LIMITED COMMON ELEMENTS	NET SQUARE FOOTAGE (LIMITED COMMON ELEMENTS)	LOCATION
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	
C1					839			Cellar
1A		0	0.5		1,161			1st Floor
2A		0	0.5		905			2nd Floor
3A		0	0.5		904			3rd Floor
4A		0	0.5		904			4th Floor
5A		0	0.5		904			5th Floor
6A		0	0.5		904			6th Floor
Total				0.0000%	5,682		0	

SECTION HH

BY-LAWS

OF

HENRY 824 CONDOMINIUM

824 56th Street
Brooklyn, NY 11220

Attorneys for Sponsor:

Lawrence Lixin Yang, P.C.
Attorney At Law
136-20 38th Avenue, Suite 10E
Flushing, New York 11354
Attn: Lawrence (Lixin) Yang, Esq.

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BY–LAWS

OF

HENRY 824 CONDOMINIUM

ARTICLE I

DEFINITIONS AND TERMS

Section 1 Definitions

(A) Board of Managers

The governing body of the Condominium which will conduct the condominium affairs and supervise the operation of the Property.

(B) Building

The multi-unit structure erected at 824 56th Street, Brooklyn, New York, which will comprise the Units and the common elements of the Condominium.

(C) Common Charges

Each Unit's proportionate share of the common expenses assessed in accordance with the common interest of the Unit.

(D) Common Elements

All portions of the condominium property other than the units, including, without limitation, the land, boiler room, meter room, building hallways, stairs, lobby, foundation, roof and supports of the Building existing and set aside for the common use of the units and unit owners.

(E) Common Expenses

The costs and expenses of operating the Property, including such items as repair, replacement, restoration, alteration, addition, maintenance and improvement to the common elements and such sums as designated in the Declaration, By-Laws and Article 9-B of the Real Property Law.

(F) Common Interest

The Proportionate undivided interest of each unit owner in the common elements in fee simple absolute, in accordance with the Declaration. Such interest is expressed as a numerical percentage. The aggregate common interest for all units is one hundred percent

(100%). The percentage of common interest of the unit is the basis for determination, among other things, of such rights and duties of the unit owner as: (1) voting power, (2) liability for a proportionate share of the common expenses, and (3) the share of any distribution upon the termination of the Condominium.

(G) Condominium

The Units and common elements constituting the Condominium to be located at 824 56th Street, Brooklyn, New York. The word Property shall be used interchangeably and shall have the same meaning as the term Condominium is defined above.

(H) Declaration

The recorded, written instrument by which the Property is submitted to the provisions of the New York Condominium Act, as such instrument may be amended from time to time, consistent with the law and the By-Laws.

(I) Limited Common Elements

The common elements appurtenant to a particular unit or units, the use of which is restricted to owners of such unit or units. The declaration and By-Laws set forth the respective responsibilities of such unit owner and the Board of Managers for the repair and maintenance of the Limited Common Elements.

(J) Property

The units and common elements constituting the Condominium to be located at 824 56th Street, Brooklyn, New York. The word Condominium shall be used interchangeably and shall have the same meaning as the term Property which is defined above.

(K) Unit

A Unit means a part of the Condominium as defined in Declaration of the Condominium for residential or commercial use, with such appurtenances as garage and other parking space, storage room, balcony, terrace and patio.

(L) Unit Owner

The individual(s) or entity owning title to a Unit in fee simple absolute.

Section 2 Unit Ownership

The land situated in the Borough of Brooklyn, County of Kings, City of New York, State of New York, more particularly described in Schedule A of the Declaration recorded in the Office of the City Register of the City of New York, simultaneously

herewith, and the building constructed on said land (the land and building hereinafter collectively called the "Property") have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration and shall hereafter be known as "Henry 824 Condominium" (Hereinafter the "Condominium"). Unit owners shall use their unit for its designated purposes only.

Section 3 Applicability of By-Laws

The provisions of these By-Laws are applicable to the property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Buildings and all other improvements thereon (including the units and the common elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

Section 4 Application

(a) All present and future owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the Property in any matter are subject to these By-Laws, the Declaration and the Rules and Regulations.

(b) The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a unit shall constitute and agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 5 Office

The office of the Condominium and of the Board of Managers shall be located on the Condominium property.

ARTICLE II

UNIT OWNERS

Section 1 Annual Meetings

Within thirty (30) days after the Initial Sponsor Control Period, i.e., before the sale of the last Unit or two (2) years from the closing of title to the first Unit, whichever first occurs, or such earlier time as Sponsor deems in the best interest of the parties, Sponsor shall call the first annual meeting of the unit owners. At the meeting, the member of the first Board of Managers will resign, and the new Board of Managers will be elected by the unit owners. Thereafter, annual meetings shall be held on or about the

anniversary of such date each succeeding year. At such meeting, there shall be elected by ballot of the unit owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The unit owners may also transact such other business of the Condominium as may properly come before them.

Section 2 Place of Meetings

Meetings of the unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the unit owners as may be designated by the Board of Managers.

Section 3 Special Meetings

It shall be the duty of the President to call a special meeting of the unit owners as directed by the Board of Managers or upon a petition signed by a majority of the unit owners having been presented to the Secretary. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at least five (5) days but not more than fifteen (15) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 4 Adjournment of Meetings

If any meetings of unit owners cannot be held because a quorum has not attended, a majority of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 5 Order of Business

The order of business at all meetings of the unit owners shall be as follows:

(a) Roll call;

(b) Proof of notice of meeting;

(c) Reading of minutes of the preceding meeting;

(d) Reports of officers;

(e) Reports of the Board of Managers;

(f) Reports of committees;

(g) Election of inspectors of election (when so required);

(h) Election of members of the Board of Managers (when so required);

(i) Unfinished business; and

(j) New business.

Section 6 Title to Units

Title to units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation, partnership or limited liability company, or in the name of a fiduciary.

Section 7 Voting

The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be irrevocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the unit owners. The owners of each unit (including Sponsor, if Sponsor shall then own one or more units) shall be entitled to cast one vote for each 0.01% of interest in the common elements attributable to the unit or units owned by him on all matters put to a vote at all meetings of the unit owners. If units are owned by more than one person as joint tenants, tenants by the entirety or as tenants in common, the persons owning said unit shall agree among themselves and cast the votes for their units. A fiduciary capacity shall be the voting member with respect to any unit in a fiduciary capacity. Any unit or units owned by the Board of Managers or its designee shall not be entitled to a vote.

Section 8 Majority of Unit Owners

As used in these By-Laws the term "majority of unit owners" shall mean those unit owners having greater than fifty percent (50%) of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 7 of this Article II.

Section 9 Quorum

Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of unit owners of the total authorized vote of all unit owners shall constitute a quorum at all meetings of the units owners. If, however, such quorum shall not be present or represented at any of the meetings of the unit owners, the unit owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meetings from time to time, without notice other than announcement at the meeting until a quorum shall be presented, any business may be transacted which might have been transacted at the meeting originally called.

Section 10 Majority Vote

The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Declaration of these By-Laws or by law, a higher percentage vote is required.

Section 11 Waiver and Consent

Whenever the vote of unit owners at a meeting is required or permitted by any provision of the Declaration, statutes of these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of all unit owners may be dispensed with if all unit owners who would have been entitled to vote upon such action if such meeting were held, shall consent in writing to such action being taken.

ARTICLE III

BOARD OF MANAGERS

Section 1 Number and Term

The affairs of the Condominium shall be governed by a Board of Managers. The first Board of Managers shall consist of three (3) Manager designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the unit owners. Within thirty (30) days after the closing of title to the last unit, Sponsor shall call the first annual meeting of the unit owners, but in any event no later than two (2) years after the closing of the first unit or such earlier time as Sponsor deems in the best interest of the parties. Until succeeded by the Managers elected at the first annual meeting of unit owners, Managers need not be unit owners; thereafter, all Managers other than designees or nominees of the Sponsor shall be unit owners or officers, directors, stockholders, partners or members of the unit owners. At the first annual meeting of the unit owners called pursuant to Section 1 of Article II, three (3) Managers shall be elected by the meeting whose term shall be fixed at one year. Each unit owner shall be entitled to cast one vote on each ballot for each 0.01% of common interest he owns. The three (3) nominees on each of the ballots, receiving the highest number of votes on their ballot shall constitute the duly elected Board of Managers. The Managers shall hold office until their successors have been elected and hold their first meeting. The former members of the Board shall thereupon resign. Thereafter, annual meetings shall be held on the anniversary of such date in each succeeding year; except if such date is a Saturday or Sunday or legal holiday, the annual meeting shall be held on the nearest succeeding business day. At such meetings, there shall be elected by ballot of the unit owners a Board of Managers in accordance with the requirements of Article II of the By-Laws. The Managers shall be elected annually at the annual meeting of unit owners by a majority vote, cumulative voting being prohibited. The Managers shall hold office until their successors have been elected. Notwithstanding the foregoing, to assure the Sponsor minimum representation on the Board of Managers after it turns over control of the Board to unit owners independent of the Sponsor, the Sponsor shall have the right to designate one member of the Board of Managers so long as it continues to own one or more units.

Section 2 Powers and Duties

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by Law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the unit owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care upkeep and maintenance of the common elements;

(b) Determination of the common charges from the unit owners;

(c) Collection of the common charges from the unit owners;

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements;

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property subject to a right of the unit owners to overrule the Board (See Article XII, Section I);

(f) Opening of bank accounts on behalf of the condominium and designation the signatories required therefore;

(g) Purchasing or leasing or otherwise acquiring in the name of Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by their owners to the Board of Managers;

(h) Purchasing of units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners;

(i) Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with units acquired by, and sub-leasing units leased by the Board of Managers of its designee, corporate or otherwise, on behalf of all unit owners.

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of units on behalf of all unit owners.

(k) Obtaining and reviewing of insurance for the Property, including and Units, pursuant to the provision of the Article VI, Section 3 hereof.

(l) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings. The Board of Managers may make additions, alterations or improvements to the common elements costing in excess of

$50,000.00 only with approval of a majority of the unit owners. While the Sponsor is in control of the Board of Managers, the Board may make additions, alterations or improvements to the common elements costs in excess of $50,000.00 or enter into service or maintenance contracts the durations of which will extend more than one (1) year after the Sponsor loses control of the Board of Managers, only with approval of a majority of the unit owners, excluding the Sponsor, voting at a duly held meeting of the Unit Owners. Notwithstanding the above, the $50,000.00 limitation will not be applicable to the expenses relating to (i) comply with applicable laws or regulations; or (ii) remedy any notice of violations; or (iii) remedy any work order by an insurer.

(m) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements, provided however, that (i) the consent of a least 66-⅔% in number of all unit owners, obtained at a meeting duly called and held for such purpose in accordance with provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $50,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any unit or its appurtenant interest in the common element without the written consent of the owner of the said unit.

(n) Instituting proceedings to contest the real estate tax assessment against the units with the consent of the unit owners.

Section 3 Managing Agent and Manager

The board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize, including, but not limited to the duties listed in subdivisions (a), (b), (c), (d), (k) and (l) of Section 2 of this Article III. The Board of Managers may delegate to the manager or managing agent, all of the powers set forth in subdivisions (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j), (k), (l) and (n) of Section 2 of this Article III.

Section 4 First Board of Managers

The first Board of Managers shall consist of three (3) person(s) designated by the Sponsor in Section Q, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 6 of this Article.

Section 5 Removal

Managers may be removed for cause by an affirmative vote of a majority of the unit owners. No Manager shall continue to serve on the Board if, during his term of office, he shall cease to be a unit owner. The managers designated by the Sponsor can be removed only by the Sponsor.

Section 6 Vacancies

If the office of any Manager or Managers becomes vacant by reasons of death, resignation, retirements, disqualifications, removal from office or otherwise, a majority of the remaining managers, though less than a quorum, at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the First Board of Managers (see Section 4 of this Article) who has been designated by the Sponsor, the Sponsor shall have the sole right to choose such Manager's successor to fill the unexpired portion of his term.

Section 7 Organization Meeting

The first meeting of the members of the Board of Managers following the annual meeting of the unit owners shall be held ten (10) days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Managers shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 8 Regular Meetings

Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 9 Special Meetings

Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail or telecopier, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Managers.

Section 10 Waiver of Notice

Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11 Quorum of Board of Managers

At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12 Fidelity Bonds

The Board of Managers shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

Section 13 Compensation

No member of the Board of Managers or any officer shall receive any compensation from the Condominium for acting as such.

Section 14 Liability of the Board of Managers

The members of the Board of Managers shall not be liable to the unit owners for any mistake or judgment, negligence, or otherwise, except for their own individual willful misconduct, bad faith, or gross negligence. The unit owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the Board of Managers or by the Managing Agent or by the manager of the Condominium shall provide that the members of the Board of Managers, or the managing agent, or the managers, as the case may be, are acting only as the agent for the unit owner and shall have no personal liability thereunder (except for their own liability as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability therein as his interest in the common elements bears to the interest of all unit owners in the common elements.

Section 15 Management Agent

The Board of Managers may employ for the Condominium a management agent under a term contract or otherwise a compensation establishment by the Board, to perform such duties and services and the Board shall authorize including, but not limited to, all of the delegable duties of the Board listed in this Article while the Sponsor is in control of the Condominium for a period of more than two (2) years after the recording of the Declaration unless the contract provides that it may be cancelled by the Condominium upon ninety (90) days' notice.

ARTICLE IV

OFFICERS

Section 1 Elective Officers

The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but not other officers, shall be members of the Board of Managers. All officers shall be the unit owners or members of the First Board of Managers. Except as otherwise elected or appointed by the First Board of Managers, two (2) or more offices may not be held by the same person.

Section 2 Election of Officers

The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3 Appointment of Officers and Agents

The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4 Removal of Officers

Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 5 President

The president shall be the chief executive officer of the Condominium. He shall preside at all meetings of the unit owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 6 Vice President

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on the duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 7 Secretary

The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all unit owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give or cause to be given notice to all Unit Owners of the meeting and special meetings of the Board of managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision he shall be.

Section 8 Treasurer

The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 9 Agreements, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 10 Compensation of Officers

No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

NOTICES

Section 1 Definition

Whenever under the provisions of the Declaration of these By-Laws, notice is required to be given to the Board of Managers, any manager, unit owner, or mortgagee, shall not be construed to mean personal notice; but such notice may be given in writing, by personal service or by registered or certified mail, return receipt requested, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner or mortgagee at such address as appears on the books of the Condominium.

Section 2 Service of Notice-Waiver

Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1 Checks

All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer or by such other officers or other person or persons as the Board of Managers may from time to time designate.

Section 2 Determination of Common Expense and Fixing of Common Charges

The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium and allocate and

assess such common charges among the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 3 of this Article VI and the fees and disbursements of the Insurance Trustee. The common expenses shall also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, and for a reserve fund for replacements, to make up any deficit in the common expenses for any prior year and real estate taxes during the period that Units are not separately assessed. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or if any unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all unit owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which common charges are based, to all unit owners and to their mortgagees.

Section 3 Insurance

(a) The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the buildings containing the units (including all of the units and the bathrooms initially installed therein by the Sponsor and any other personal property usual to the servicing and general occupancy, but not including furniture, furnishings, or other personal property supplied or installed by the unit owners), together with all other service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all unit owners and their mortgagees, as interest may appear, in the amount equal to the full replacement cost determined by the Board of Managers and approved by the mortgagees; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgage clause in favor of each mortgagee of a unit which shall provide that the loss, if any, thereunder shall be payable to such mortgage as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, as herein provided; (2) workmen's compensation insurance, if the Condominium has employees, (3) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Condominium, shall be carried on each member for the Board of Managers, officers of the Condominium, managing agent and managers including any person or persons handling or responsible for funds of the Condominium; (4) disability benefits insurance if the Condominium has employees; and (5) such other insurance as the Board of Managers may determine. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee if $50,000.00 or more), and that the total proceeds thereof, if $50,000.00 or less, shall be payable to the Board of Managers and if more than $50,000.00, shall be payable to the Insurance Trustee.

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

(c) The Board of Managers may, in its discretion, obtain and maintain, to the extend obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

(d) Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the Board of Managers shall not be affected or diminished of any such additional insurance carried by any unit owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

Section 4 The Insurance Trustee

A New York State bank or trust company shall be the Insurance Trustee unless and until it shall be replaced by a bank or trust company located in the State of New York, designated by the Board of Managers and shall constitute a common expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a New Insurance Trustee which shall be a bank or a trust company located in the State of New York.

Section 5 Repair or Reconstruction after Fire or Other Casualty

(a) In the event of damage to or destruction of the Building containing the units as a result of fire or other casualty, unless seventy-five percent (75%) or more of the Buildings containing the units are destroyed or substantially damaged and seventy-five percent (75%) or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the units (including any damaged units, and any bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling or floor decorations or coverings or other furniture of unit owners), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess

of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the unit owners for such deficit as part of the common charges.

(b) If seventy-five percent (75%) or more of the Buildings containing the units are destroyed or substantially damaged and seventy-five percent (75%) or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of the sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 5, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit in the order of the priority of such liens.

(c) Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers and the unit owner or unit owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after Insurance Trustee notified said Board of Managers and unit owner or owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary, or in the event there is no Insurance Trustee, not more than sixty (60) days from the date of receipt of insurance funds on account of such damage or destruction and wherever the words, "promptly resolve" are used it shall also not mean more than sixty (60) days from the date of receipt of said insurance funds.

Section 6 Payment of Common Charges

(a) All unit owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of section 2 of this Article at such time or times as the Board of Managers shall determine.

(b) No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Article VIII of these By-Laws) of such unit, together with the Appurtenant Interests, as defined in Section 11 of Article VIII hereof. In addition, any unit owner may, subject to the terms and conditions specified in these By-Laws, provided that his unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid common charges, convey his unit, together with the "Appurtenant Interests" to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other unit owners and in such event be exempt from common charges thereafter assessed. A purchaser of a unit shall be liable for the payment of common charges assessed and unpaid against such unit prior to the acquisition by him of such unit, except that a mortgagee or other purchaser of a unit at a

foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 7 Collection of Assessments

(a) The Board of Managers shall assess common charges against the unit owners from time to time at least annually and shall take prompt action to collect any common charges due from any unit owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

(b) The Sponsor shall be liable for the monthly common charges of all units which have not been transferred to a purchaser, commencing after the closing of title to the first unit. The Sponsor will cause the Board to file a lien as provided by Real Property Law Section 339-AA on the units in which Sponsor is thirty (30) days in arrears of common charges while in control of Board.

Section 8 Default in Payment of Common Charges

(a) In the event of default by any unit owner in paying to the Board of Managers the common charges as determined by the Board of Managers, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Managers. The Board of Managers shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 339-Z of the Real Property Law of the State of New York, in the manner provided in Section 339-AA thereof. A unit owner defaulting in payment of common charges shall not be permitted to vote at any regular or special meeting of unit owners and the Board of Managers may request the Condominium to suspend unit privileges in it until the default is cured.

(b) Default in payment of common charges by non-occupying owners: - Real Property Law, Section 339-KK.

The Real Property Law has been amended by adding a new section 339-KK, which provides as follows:

If a unit owner who does not occupy the unit rents such unit to a rental tenant, and then fails to make payments due for common charges, assessments or late fees for such unit, within sixty (60) days from the expiration period after they are due, the Board of Managers shall provide a written notice to the tenant and the non-occupying owner providing that commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all payments due subsequent to the issuance of such notice are to be made payable to the Board of Managers at the address listed on the Notice. Where a majority of the Board of Managers has been elected by and from among the unit owners who are in occupancy, the Board of Managers may

elect not to require that rental payments be made payable to the Board of Managers. At such time as payments for common charges, assessments and late fees from the non-occupying owners are once again current, a notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter, all payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Board of Managers' claim to rental payments shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers which must be held within thirty (30) days of the date that such Board received notice that such owner seeks to dispute such claim. Payment by a rental tenant to the Board of Managers shall relieve the rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

Section 9 Foreclosure of Liens for Unpaid Common Charges

In any action brought by the Board of Managers to foreclosure a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all unit owners, shall have the power to lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10 Statement of Common Charges

The Board of Managers shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges are due from such unit owner.

Section 11 Repairs and Maintenance

(a) All maintenance, repairs and replacements to the common elements of the property, including but not limited to exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any public utility lines, sewer lines, and drainage system that are located in the common elements and serve one or more units, and exterior maintenances shall be a common expense. All maintenance (including electrical and plumbing repairs in the units), repairs and replacements to the units including windows, (including all glass breakage), doors, windows and door which open from a unit (except painting and maintenance of the exterior surfaces which is performed by the Board of Managers), and repairs to the heating system, pipes, wires and conduits located within or without the same unit other than as set forth above shall be made by the respective unit owner at their own expense. However, the Board of Managers shall repair and replace any public utility lines, sewer line and drainage systems located underground or overhead of any irrevocably restricted common element except where such repair or

replacement is necessitated because of the negligence or misuse or neglect of the unit owner to which the common element is restricted in use, in which event such unit owner shall bear the cost of such repairs or replacements. The Board of Managers and its agents, employees and contractors shall have a right of access to any unit and to all portions of the common elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration of the Condominium. The Board of Managers shall provide snow plowing for the roadways located on the property. All replacements, repairs, painting or maintenance, whether made by the unit owner or the Board of Managers to the doors, windows, or the exterior surface of the Building, including roofs, or to any generally visible portion of the common elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor. In the event that a unit owner fails to make any maintenance or the event that a unit owner fails to make any maintenance or repair which maintenance or repair is necessary to protect any of the common elements or any other unit, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the unit owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the unit owner for the cost of such repairs and/or maintenance. In the event that the Board of Managers charges a unit owner who fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the unit owner shall be liable for the reasonable attorney's fees and costs of such suit or proceeding together with interest on all sums due.

(b) As long as the Sponsor continues to own twenty-five percent (25%) or more units, but in no event longer than five (5) years from the conveyance of the first unit, the Condominium will not be allowed to incur a substantial increase in maintenance costs (e.g. no additional employees) and cannot make any repairs or alterations greater than $50,000.00 without the Sponsor's consent. However, this $50,000.00 limitation shall not be applicable to the expenses to (i) comply with applicable laws and regulations; or (ii) remedy any notice of violation; or (iii) remedy any work order by an insurer; or (iv) for any repair or maintenance required for the health and/or safety of the occupants of the building.

Section 12 Limited Common Elements

All repairs and maintenance of limited common elements shall be the sole responsibility of the unit owner or owners having exclusive use thereof.

Section 13 Restrictions on Use of Units

In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) Each unit may only be used for its designated purpose in accordance with the Certificate of Occupancy.

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

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the Property by its occupants.

(d) (i) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency, shall be eliminated, by and at the sole expense of the unit owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

(ii) Sponsor will not, through control of the Board or otherwise, amend the By-Laws to permit the prohibited uses.

(e) No garbage, in cans or otherwise, shall be placed in the halls or on the staircase landings, or any other portion of the Common Elements except where designated by the Board of Managers or Managing Agent.

(f) The Board of Managers or its designated agent may retain a passkey to the units. No unit owner shall alter any lock or install a new lock on any door of the units without the written consent of the Board of Managers. When such consent is given, the unit owners shall provide the Board of Managers, or its agent, with an additional key.

(g) If any keys are entrusted by a unit owner or by his agent, servant, employee, invitee, licensee or visitor, to any employee or agent of the Board of Managers, for any lock other than a lock on the door of the unit, the relinquishment of the key shall be at the sole risk of such unit owner or other person, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

(h) Unit owners may not maintain pets in the Units.

(i) The following smoking policy applies to the Condominium:

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the “Smoking Policy”).

(1) Definitions

a) “Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and

any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

b) "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

c) "Tenant" means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

d) "Unit Owner" means the individual(s) or entity owning a Condominium Unit in the Condominium.

(2) Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

c) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant.

d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

(3) Penalties for Violations

a) Every person who violates Subsections (a), (b) or (c) of Section 2 shall, for a first violation thereof, pay a fine of One Hundred Dollars ($100.00); for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

b) Failure of any person to pay penalties as provided in this Section(a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

(4) Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

(5) Enforcement

a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

(6) Effective Date

This Smoking Policy is effective immediately.

Section 14 Additions, Alterations or Improvements by Board of Managers

(a) Whenever in the judgment of the Board of Managers the common elements shall require additions, alterations or improvements costing in excess of $50,000.00 and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners and by each holder of mortgages constituting first liens on twenty-five percent (25%) or more units, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing $50,000.00 or less may be made by the Board of Managers without approval of the unit owners and the cost thereof shall constitute part of the common expenses.

(b) Notwithstanding the above, as long as the Sponsor continues to own twenty-five percent (25%) or more units, the Condominium will not be allowed without Sponsor's consents to incur a substantial increase in maintenance costs (e.g. no additional employees) and cannot make any alterations costing greater than $50,000.00.

Section 15 Additions, Alterations or Improvements by Unit Owner

No unit owner shall make any structural addition, alteration or improvement or perform electrical and plumbing works in or to his unit, without prior written consent thereto of the Board of Managers. All electrical appliances and equipment of any kind of nature, installed or used in each unit shall fully comply with all rules, regulations,

requirements or recommendations of the New York Board of Fire Underwriters and the Public Authorities having jurisdiction. The Board of Managers shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration, or improvement in or to any unit shall be executed by the Board of Managers only, without incurring any liability on the subcontractor or material-man on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 15 shall not apply to units owned by the Sponsor until such units shall have been sold by the Sponsor and paid for. Balconies shall not be enclosed.

Section 16 Use of Common Elements and Facilities

A unit owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall not be used for any other purpose than normal transit through them.

Section 17 Right of Access

A unit owner shall grant a right of access to his unit, to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making the manager or the managing agent inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the Building in which the unit is located, provided that requests for entry are made at least twenty-four (24) hours in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not. In the event of the exercise of the right of access provided in this Section, any costs for repairs shall be borne in accordance with the provisions of Section 11 of this Article VI.

Section 18 Rules of Conduct

Rules and regulations concerning the use of units and the common elements may be promulgated and amended by the Board of Managers. A majority vote of unit owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective.

Section 19 Water Charges and Sewer Rents

Water shall be supplied to all the units and the common elements through a building meter, and the Board of Managers shall pay, as a common expense, all charges for water consumed on the condominium property including the units, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a unit by the owner thereof, the Board of Managers, on request of the selling unit owner shall execute and deliver to the purchaser of such unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the common area as of the date of closing of title to such unit promptly after such charges shall have been billed.

Section 20 Electricity and Gas

Electricity and gas shall be supplied by the public utility company serving the area directly to each unit through a separate meter. Each unit owner shall be required to pay the bills for electricity and gas within his/her unit. The electricity and gas serving the common area shall be separately metered, and the Board of Managers shall pay all bills for electricity consumed in the portions of the common elements as common expenses.

Section 21 Operating Account

There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all units. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the common elements and for the purchase, lease, sale and other expenses resulting from the purchase or lease of the units.

Section 22 Other Accounts

The Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

ARTICLE VII

MORTGAGES

Section 1 Notice to Board of Managers

A unit owner, who mortgages his unit, shall notify the Board of Managers the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2 Notice of Unpaid Charges

The Board of Managers when so requested in writing by a mortgagee of a unit shall promptly notify any mortgagee of a unit of such unit owner's default, including nonpayment of common charges, in the obligations of such unit owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3 Notice of Default

The Board of Managers when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4 Notice of Condemnation or Casualty Loss

The Board of Managers, when giving notice to a unit owner of condemnation or casualty loss, shall send a copy of such notice to each holder of a mortgage and guarantor(s) of the mortgage, if any, covering such unit whose name and address has heretofore been furnished to the Board of Managers

Section 5 Examination of Books

Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1 Right of First Refusal on Sale or Lease of Units by the Board of Managers

(a) A unit owner has the right to sell or lease his unit provided he gives notice of the bona fide terms of any proposed sale or lease to the Board of Managers and obtains its waiver of first right of refusal to purchase or lease such unit. The failure of the Board of Managers to act on such proposed sale or lease within thirty (30) days after notice thereof shall be deemed to constitute the waiver. If the Board elects to exercise its right of first refusal, it shall within fifteen (15) days after making its decision known, produce a purchaser or lessee approved by it who will accept the transaction upon terms as favorable to the unit owner as the terms stated in the notice to the Board. If the Board does not produce such a purchaser or lessee within the aforesaid fifteen (15) days, the unit owner shall have the right to effectuate such sale or lease on the terms submitted, as more specifically set forth herein.

(b) The Board of Managers or its designee, may elect to purchase or lease such unit on behalf of all of the unit owners, in the manner set forth herein, provided that approval for such purchase or lease is obtained from the unit owners of not less than seventy-five percent (75%) of the units in common interest. In the event the Board of Managers does not have sufficient funds on hand for such purchase or lease from working capital, it may either borrow such funds and/or assume an existing indebtedness secured by the unit, provided such borrowing is secured only by a mortgage, or may assess the unit owners therefore in proportion to their respective common interest, or the Board may use any combination of these methods to undertake the acquisition.

(c) In the event the Board shall notify the selling unit owner of its intention to exercise its right to purchase or lease of the unit then, within fifteen (15) days of such notification the Purchaser or Lessee supplied by the Board, shall execute a contract to sell or lease pertaining to such unit at the purchase price and other terms set forth in the contract to sell supplied with the notice of transfer or on other terms more favorable to the owner of the unit. The closing of title of the unit or date of the commencement of the term of lease shall be the same as set forth in the contract to sell or lease included in the notice of intention to sell the unit.

Section 2 Unauthorized Sale or Lease is Voidable

Any sale, voluntary transfer, conveyance or lease which is not authorized by the terms of these By-Laws or for which authorization has not been obtained pursuant to the terms thereof is voidable and may be voided in an action brought by an immediately contiguous unit owner or the Board of Managers.

Section 3 Notice

(a) All notices referred to in this Article VIII shall be given by registered or certified mail, return receipt requested. Delivery shall be deemed made and notice shall be deemed given by such mailing and shall not be dependent upon acceptance by the addressee.

(b) A unit owner intending to make a transfer, sale or lease or the unit or any part thereof, or interest therein, shall give notice to the Board of Managers of such intention. He shall furnish at the time to the Board: (i) the name and address of the intended grantee or lessee; (ii) a statement of all the terms of the transactions; (iii) financial references of the transferee or lessee; (iv) the specific occupation of the transferee or lessee including any areas of specialization; (v) an executed copy of the proposed contract to sell or lease; and (vi) such other information as the Board of Managers may reasonably require. He shall use the form, if any, supplied by the Board in order to supply such information. Such notice, when given, shall constitute a representation, warranty and an offer to sell or lease to any purchaser or lessee produced by the Board and a representation that the unit owner believes the offer to be bona fide in all respects.

Section 4 Unit Owner's Right to Withdraw Unit from Proposed Sale or Lease

Where the Board has failed to act on a transaction, or where the Board has acted but has not yet produced a purchaser within the fifteen (15) day period permitted, the unit owner may withdraw his offer to sell or lease, or sell or lease in accordance with the proposed terms submitted to the board.

Section 5 Form of Consent for the Board

The action by the Board of Managers consenting to a sale or lease shall be in recordable form. The failure of the Board to act on a notice given to it within thirty (30) days shall be deemed to constitute approval of the sale or lease. The unit owner, purchaser or lessee may demand and shall be entitled to receive from the Board consent to the sale or lease in recordable form.

Section 6 Approval of Occupant of Unit

If the proposed purchaser or lessee of a unit, or any interest, therein, is other than a natural person, the approval of the sale may be conditioned upon the approval of the entity or entities which will occupy the unit.

Section 7 Transaction to Which the Right of First Refusal does not Apply

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

(a) The sale, lease or sublease of units by or to the Sponsor;

(b) Foreclosure or other judicial sale of Condominium units or a conveyance by the owner of a unit to a Mortgagee in lieu of foreclosure; and any subsequent sale, lease or sublease by a Mortgagee (provided that unrelated persons acquiring the unit from such Mortgagee shall be subject to such right or prior refusal herein);

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

(d) A conveyance or transfer from a unit owner by gift, devise by will or interstate succession.

Section 8 No Severance of Ownership

No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention thereof to prevent any severance of such combined ownership. Any such

deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interest of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer or other dispositions of the unit to which such interest or interests are appurtenant, or as part of a sale, transfer of other disposition of such part of the Appurtenant Interests of all units.

Section 9 Waiver of Right of Partition with Respect to Such Units as Are Acquired By the Board of Managers or Its Designee, On Behalf of All Unit Owners As Tenants in Common

In the event that a unit shall be acquired by the Board of Managers or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 10 Mortgage of Units

No unit owner shall mortgage his unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the seller of the unit. Any such mortgage shall be made substantially in the form on file with the Board of Managers except for such charges or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers.

Section 11 Selling and Leasing of Units-Payment of Assessments

(a) No unit owner shall convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until all unpaid common charges assessed against his unit shall have been paid to the Board of Managers and until he has satisfied all unpaid liens against his unit except for permitted mortgages. However, such unpaid common charges can be paid out of the proceeds from the sale of a unit, or by the grantee. Further, a unit owner may convey his unit and his common interest appurtenant thereto, to the Board of Managers on behalf of all unit owners free of any cost to the Board or the unit owners and upon such conveyance such unit owner shall not be liable for any common charges thereafter accruing against such unit. Any sale or lease of any unit in violation of this section shall be voidable at the election of the Board of Managers.

(b) The provisions of this section shall not be applied to the acquisition or sale of a unit by a mortgagee who shall acquire title to such unit by foreclosure or by dead in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

ARTICLE IX

CONDEMNATION

Section 1 Condemnation

In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Board of Managers. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall arrange for the repair and restoration of such common elements and the Board of Managers shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five percent (75%) or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in the Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

ARTICLE X

RECORDS

Section 1 Record and Audits

The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the unit owners, and financial records and books of account of the Condominium, including as a separate account for each unit, which among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all unit owners. All unit owners will receive annually, within three (3) months of the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and a profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the unit owner and notice of the holding of the annual unit owners meeting. The cost of such report shall be paid by the Board of Managers as a common expense. All unit owners shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board, but not more than once a month.

ARTICLE XI

MISCELLANEOUS

Section 1 Invalidity

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2 Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3 Gender

The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4 Waiver

No restriction, condition, obligation, or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XII

AMENDMENTS TO BY-LAWS

Section 1 Amendments to By-Laws

(a) These By-Laws may be modified or amended by the vote of 66 2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purpose, but only with the written approval of the unit mortgages, if such approval is required.

(b) Notwithstanding anything to the contrary in the previous provision, so long as the Sponsor has any unsold units remaining, no amendment to the By-Laws or the Declaration affecting the rights of the Sponsor shall take place without the written consent of the Sponsor, which consent shall not to be unreasonably withheld.

ARTICLE XIII

CONFLICTS

Section 1 Conflicts

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

SECTION II CERTIFICATIONS

CERTIFICATION OF SPONSOR AND PRINCIPALS

October 17, 2024

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

Re: Henry 824 Condominium
824 56th Street
Brooklyn, NY 11220

Dear Sir(s):

We are the Sponsor and Sponsor's principals of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

i) set forth the detailed terms of the transaction and be complete, current and accurate;

ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

iii) not omit any material fact;

iv) not contain any untrue statement of a material fact;

v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vii) not contain any representation or statement which is false where I/we:

a) knew the truth;
b) with reasonable effort could have known the truth;
c) made no reasonable effort to ascertain the truth; or
d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that the violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

SPONSOR: Henry 824 LLC

By: _____
Ming Wu Yuan, Managing Member

PRINCIPAL OF SPONSOR:

_____
Ming Wu Yuan

Sworn to before me this
17th day of October, 2024

_____
Notary Public

LIXIN YANG
Notary Public, State of New York
Registration No. 02YA6186873
Qualified in Nassau County
Commission Expires May 12, 2028

YANG ENGINEERING LLC

18 Braeburn Court
Livingston, NJ 07039
Tel.: 917-318-9185

CERTIFICATION OF SPONSOR'S ENGINEER

April 14, 2025

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

Re: Henry 824 Condominium
824 56th Street
Brooklyn, NY 11220

Dear Sirs:

The undersigned, an engineer licensed to practice as a Licensed Professional Engineer in New York State, certifies as follows:

The sponsor of the Offering Plan to convert the captioned property to a condominium ownership retained me/our firm to prepare a report describing the construction of the property (Hereinafter the "Report"). I/we visually inspected existing portions of the property, if any, on March 10, 2025, and I/we examined the building plans and specifications that were prepared by Xiong Wei Wu, Professional Engineer at Great Wall Consultant Professional Engineering PLLC dated December 24, 2019 as amended, and prepared the Report dated March 10, 2025, a copy(ies) of which is (are) intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

I am/we are a Licensed Professional Engineer in the State in which the property is located.

I/we understand that I am/we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I/we have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I/we certify that the Report:

i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/we examined;

a. in my/our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/we examined;

ii) does not omit any material fact;

iii) does not contain any untrue statement of a material fact;

iv) does not contain any fraud, deception, concealment or suppression;

v) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vi) does not contain any representation or statement which is false, where I/we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statement made.

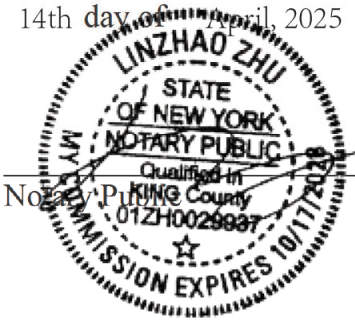
I/we further certify that I am/we are not owned or controlled by and have no beneficial interest in the sponsor and that my/our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Yang Engineering LLC

By: _____
Jian Yang, Professional Engineer



Sworn to before me this
14th day of April, 2025



Notary Public

GRAND DEVELOPMENT REALTY LLC

146-10 35th Avenue, Unit 7B
Flushing, NY 11354
Tel.: (929) 728-7816

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING
ADEQUACY OF BUDGET

November 15, 2024

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

Re: Henry 824 Condominium
824 56th Street
Brooklyn, NY 11220

Dear Sirs:

The undersigned, a New York licensed real estate broker, certifies as follows:

The Sponsor of the Condominium Offering Plan for the captioned property has retained me/our firm to review the Schedule(s) B and B-1, containing projections of income and expenses for the first year of condominium operation. We have over ten years' experience in sales and management of rental properties. We have managed about five properties including some residential properties.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We have also relied on our experience in managing residential buildings.

We certify that the projections in Schedule B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

i) set forth in detail the projected income and expenses for the first year of condominium operation;

ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

iii) do not omit any material fact;

iv) do not contain any untrue statement of a material fact;

v) do not contain any fraud, deception, concealment, or suppression;

vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vii) do not contain any representation or statement which is false where we:

a) knew the truth;
b) with reasonable effort could have known the truth;
c) made no reasonable effort to ascertain the truth; or
d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This Certification is made under penalty of perjury for the benefit of all persons to whom this Offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

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

Sworn to before me this
15th day of November, 2024

Notary Public

LIXIN YANG
Notary Public, State of New York
Registration No. 02YA6186873
Qualified in Nassau County
Commission Expires May 12, 2028

GRAND DEVELOPMENT REALTY LLC

146-10 35th Avenue, Unit 7B
Flushing, NY 11354
Tel.: (929) 728-7816

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY COMMERCIAL UNIT OWNER(S)

November 15, 2024

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

Re: Henry 824 Condominium
824 56th Street
Brooklyn, NY 11220

Dear Sirs:

The undersigned, a New York licensed real estate broker, certifies as follows:

The Sponsor of the Condominium Offering Plan for the captioned property has retained our firm to review the Schedule B which includes projections of common charges payable by the owners of commercial unit(s). We have over ten years' experience in sales and management of rental properties. We have managed about five properties including some residential properties.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit(s) listed in Schedule B.

We have reviewed the Schedule as it impacts upon the commercial unit(s) and investigated the facts underlying it with due diligence in order to form a basis for this certification. We have also relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for common charges payable by the owners of commercial unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit(s) also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owners of commercial unit(s):

i) set forth in detail the projected common charges for the commercial unit(s) for the first year of condominium operation;

ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of commercial unit(s);

iii) do not omit any material fact;

iv) do not contain any untrue statement of a material fact;

v) do not contain any fraud, deception, concealment, or suppression;

vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vii) do not contain any representation or statement which is false where we:

a) knew the truth;
b) with reasonable effort could have known the truth;
c) made no reasonable effort to ascertain the truth; or
d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial unit(s) for the first year of condominium operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

By: Steve S. Cheung

Steve S. Cheung, Broker

Sworn to before me this
15th day of November, 2024

Notary Public

LIXIN YANG
Notary Public, State of New York
Registration No. 02YA6186873
Qualified in Nassau County
Commission Expires May 12, 20 28

SECTION JJ

ESCROW AGREEMENT

FOR

HENRY 824 CONDOMINIUM

THIS ESCROW AGREEMENT (Hereinafter the "AGREEMENT") is made as of this _____ day of _____, 2026, by and among _____ (Hereinafter the "PURCHASER"), Henry 824 LLC, (Hereinafter the "SPONSOR"), as sponsor of Henry 824 Condominium Offering Plan (Hereinafter the "Plan") and Lawrence Lixin Yang, P.C. (Hereinafter the "ESCROW AGENT").

WHEREAS, SPONSOR has filed the Plan with the Attorney General to offer for sale condominium interests at the premises located 824 56th Street, Brooklyn, New York, subject to the terms and conditions set forth in the Plan; and

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

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

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

1. ESTABLISHMENT OF THE ESCROW ACCOUNT

(a) ESCROW AGENT shall establish an escrow account for the purpose of holding the Deposit made by PURCHASER pursuant to that certain purchase agreement for the purchase and sale of the Unit (Hereinafter the "Purchase Agreement") at Citibank, located at 215 Jericho Turnpike, Floral Park, New York 11001, in the State of New York (Hereinafter the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Lawrence Lixin Yang, P.C. As Attorney (Hereinafter the "Escrow Account"). The account number is _____.

(b) ESCROW AGENT has designated the following attorney to serve as signatory: Lawrence (Lixin) Yang. All designated signatories are admitted to practice law in the State of New York.

All of the signatories on the Escrow Account have an address of 136-20 38th Avenue, Suite 10E, Flushing, New York 11354, and a telephone number of (718) 886-7999.

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

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

(e) The Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT

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

(b) ESCROW AGENT is hereby obligated to send a notice of all Deposits received by ESCROW AGENT to PURCHASER within ten (10) business days of receipt of same. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY10005-1413. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS

(a) Under no circumstances shall SPONSOR seek or accept release of the Deposit of PURCHASER to SPONSOR until after consummation of the Plan, as

evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan shall not relieve SPONSOR or ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-e (2-b) and 352-h.

(b) ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

(i) pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the Unit;

(ii) in a subsequent writing signed by both SPONSOR and PURCHASER; or

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

(c) If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3(b) above, and Escrow Agent receives a request by either SPONSOR or PURCHASER to release the Deposit, then Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both PURCHASER and SPONSOR informing them of said release. If Escrow Agent receives a written notice from either PURCHASER or SPONSOR objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3(b) above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the county where the Unit is located and shall give written notice to both SPONSOR and PURCHASER of such deposit.

(d) Sponsor shall not object to the release of the Deposit to:

(i) Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(ii) Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING

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

(b) Upon the dissolution of the law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the

maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the New York State Department of Law of such transfer.

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

5. GENERAL OBLIGATIONS OF ESCROW AGENT

(a) ESCROW AGENT shall maintain the Escrow Account under its direct supervision and control.

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

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

6. RESPONSIBILITIES OF SPONSOR

(a) SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by ESCROW AGENT, within two (2) business days of tender of the Deposit by PURCHASER, using such transmittal forms as required by ESCROW AGENT.

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

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

7. TERMINATION OF AGREEMENT

(a) This Agreement shall remain in effect unless and until it is canceled by either:

(i) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the

Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. PURCHASER shall be deemed to have consented to such cancellation;

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

(b) Upon termination of the duties of ESCROW AGENT as described in paragraph 7(a)(i) or 7(a)(ii) above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS

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

9. GOVERNING LAW

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

10. ESCROW AGENT'S COMPENSATION

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

11. SEVERABILITY

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

12. INDEMNIFICATION

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken

or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of ESCROW AGENT. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. ENTIRE AGREEMENT

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

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

ESCROW AGENT:

Lawrence Lixin Yang, P.C.

By: _____
[Name]:
[Title]:

SPONSOR

Henry 824 LLC

By: _____
[Name]:
[Title]:

PURCHASER

[INSERT NAME]

By: _____
[Name]:
[Title]:

SECTION KK

ESCROW AGREEMENT
ON THE SPONSOR'S FUND FOR PAYMENT
OF COMMON CHARGES

AGREEMENT is made this _____ day of _____ 2026, by and among Henry 824 LLC, having an office at 824 56th Street, Brooklyn, NY 11220, (Hereinafter the "Sponsor"), the Board of Managers of Henry 824 Condominium, having an office at 824 56th Street, Brooklyn, NY 11220, (Hereinafter the "Board"), and Lawrence Lixin Yang, P.C., having an office at 136-20 38th Avenue, Suite 10E, Flushing, New York 11354 (Hereinafter the "Escrow Agent"). (Hereinafter the "Escrow Agent").

1. Fund

Following the closing of the 1st Unit of Henry 824 Condominium, the Sponsor agrees to deposit the sum of $8,159.00 which is equivalent to two (2) months' common charges for the Condominium into the Escrow Account of Escrow Agent to be opened and maintained at Citibank at its Floral Park Branch located at 215 Jericho Turnpike, Floral Park, New York 11001 for the purpose of securing the payment of common charges to be paid by the Sponsor for the unsold units.

2. Covenant by Sponsor

Sponsor covenants and promises to make payment for the common charges of all the Units unsold and held by Sponsor to the Board of Managers on the 1st day of each and every month upon the closing of the first Unit and thereafter.

3. Release of Fund

(a) In the event that Sponsor fails to make payment for the common charges as provided in Subsection 2 above within thirty (30) days after such are due, the Board of Managers may send a written notice to the Escrow Agent (with a copy to the Sponsor) to request the release of portion of the Fund that is equal to the amount overdue pursuant to Subsection 2 above.

(b) After receiving said written notice from the Board of Managers, Escrow Agent shall give Sponsor prior written notice of not fewer than thirty (30) days before releasing the requested portion of the Fund. If Escrow Agent has not received notice of objection to the release of the requested portion of the Fund prior to the expiration of the thirty (30) day period, the requested portion of the Fund shall be released and Escrow Agent shall provide further written notice to Sponsor informing it of said release. If Escrow Agent receives a written notice from Sponsor objecting to the release of the requested portion of the Fund within said thirty (30) day period, Escrow Agent shall continue to hold the Fund until otherwise directed pursuant to an agreement between the Board of Managers and Sponsor.

(c) Notwithstanding the provisions in Subsection 2(b), Sponsor shall not object to the release of the requested portion of the Fund when the common charges for the Units unsold and held by Sponsor are actually overdue.

(d) Notwithstanding the foregoing, until the Fund is exhausted or this Agreement is early terminated, Escrow Agent shall have the right at any time to deposit the Fund contained in the Escrow Account with the Clerk of the county where the unit(s) is located and shall give written notice to both Board of Managers and Sponsor of such deposit.

(e) Escrow Agent is hereby authorized to release the Fund, or the balance thereof, to Sponsor, if any, within five (5) days after one (1) year has elapsed since the closing of title to the first Unit, unless Escrow Agent receives notice of objection to the release of the Fund prior to the expiration of the five (5) day period from the Board of Managers.

4. Termination of Agreement

(a) This Agreement shall remain in effect unless and until it is canceled or terminated by either:

(i) Written notice given by Sponsor (or the Board of Managers, if Sponsor is no longer in control) to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law; or

(ii) The resignation of Escrow Agent, which shall not take effect until Escrow Agent is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to the Board of Managers of the identity of the successor escrow agent, the Bank in the State of New York where the Fund is being held, and the account number therefor.

(b) Upon termination of the duties of Escrow Agent as described in Subsection 4(a)(i) or 4(a)(ii) above, Escrow Agent shall deliver the Fund held by Escrow Agent and any other documents maintained by Escrow Agent relating to the Fund to the successor escrow agent.

5. Successors and Assigns

This Agreement shall be binding upon Sponsor, the Board of Managers, and Escrow Agent and their respective successors and assigns.

6. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of New York without regard to principles of conflict of law.

7. Indemnification

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Sponsor:

Henry 824 LLC

By: _____
[Name]:
[Title]:

Board of Managers

By: _____
[Name]:
[Title]:

Escrow Agent:

Lawrence Lixin Yang, P.C.

By: _____
[Name]:
[Title]:

SECTION LL

FORM CONDOMINIUM UNIT INTERIM LEASE

THIS CONDOMINIUM UNIT INTERIM LEASE (Hereinafter the "Interim Lease") was entered into this _____ day of _____, 2026 by Henry 824 LLC, Sponsor/Seller (Hereinafter the "Landlord") and _____, Purchaser (Hereinafter the "Tenant") to lease the Unit and the Stated Interest in the Common Elements at the rent and for the term herein stated. The sole purpose of this Lease is to accommodate Tenant for the reason that Landlord and Tenant entered into a Purchase Agreement on _____ for the sale of the premises as described below.

PREMISES: 824 56th Street, Brooklyn, NY 11220 **UNIT:** _____

NAME OF CONDOMINIUM: Henry 824 Condominium

GARAGE SPACE: _____ **GARAGE FEE:** _____

LANDLORD: Henry 824 LLC **TENANT:** _____

_____ _____

Date of Lease: _____ _____

Lease Term: Month to Month Monthly Rent: $ _____

Commencement Date: _____ Security Deposit: $ _____

Termination Date: N/A

Section 1 Use and Occupancy

The Unit may only be used strictly for residential purposes and may only be occupied by Tenant and Tenant's spouse and children.

Section 2 Inability to Give Possession

The failure of Landlord to give Tenant possession of the Unit on the Commencement Date shall not create liability for Landlord. In the event that possession of the Unit is not delivered on the Commencement Date, Monthly Rent hereunder shall begin on the date that possession of the Unit is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered.

Section 3 Rent

§ 3.1 Tenant shall pay Monthly Rent in full on the first day of each month of the Interim Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing. Rent shall not be abated or forgiven due to damage to or inability to use the common elements.

Upon signing this Interim Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit.

§ 3.2 Additional Rent may include, but is not limited to

§ 3.1.1 Any additional insurance premiums and/or expenses paid by Landlord which are chargeable to Tenant as stated hereinafter:

§ 3.1.2 All increases in Common Charges, Common Expenses and other assessments allocated to the Unit which are in excess of those charges as of the date this Lease is executed;

§ 3.1.3 Any increase in the real estate taxes above the real estate taxes being levied for the tax year in effect as of the date this Lease is executed.

Additional Rent is due and payable with the Monthly Rent for the next month after Tenant receives notice from Landlord that Additional Rent is due and payable.

Section 4 Condition of Unit

§ 4.1 Tenant acknowledges that Tenant is accepting the Unit in its **"as is"** condition. Tenant further acknowledges that Tenant has thoroughly inspected the Unit and has found the Unit to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant knows how to operate the appliances and shall do so in accordance with the manufacturer's instructions.

§ 4.2 Landlord is not responsible in any way for errors contained in the condominium brochure or plans, unless it is due to Landlord's gross negligence.

Section 5 Security

The Security Deposit is due upon the Tenant signing this Interim Lease. The Security Deposit shall not be used for the payment of Monthly Rent and/or Additional Rent unless agreed to, in writing, by Landlord and Tenant. Within ten (10) days after Tenant surrenders possession of the Unit at the expiration of the Lease Term, Landlord shall return the Security Deposit, less any cost of repairs as authorized by this Lease, to Tenant at an address Tenant provides.

Section 6 Services and Utilities

§ 6.1 Tenant is responsible for paying all electric, gas, water, telephone and any other utilities allocated to the Unit. Unless it is part of the service or utilities contained in the Unit as of the date of this Interim Lease, use of a dishwasher, clothes washer and dryer machines, freezer, air purifier, portable heater, air conditioner or similar appliances is prohibited without Landlord's written consent.

§ 6.2 Landlord will supply (a) heat, in such quantity and for such time as mandated by law, (b) hot and cold water, (c) air conditioning, if already existing in the Unit (Hereinafter the "Services"). If the Services are temporarily interrupted due to an accident, emergency and/or repairs, Tenant's obligation to pay rent, in full, shall not be affected thereby.

§ 6.3 Landlord will also supply a refrigerator, stove/oven, dishwasher, window air conditioning unit, clothes washer and clothes dryer (as provided in Section EE of Part II of the Offering Plan) (Hereinafter the "Appliances"). Any damage to the Appliances which is caused by the willful and/or negligent acts of Tenant may be repaired by Landlord, the cost of which shall be Additional Rent.

§ 6.4 Tenant shall pay for the following services either directly or to Landlord when billed: electric, fuel, gas, oil, water, telephone, landscaping, snow removal, sanitation.

Section 7 Furnishings

The Unit is being delivered (furnished) (unfurnished). If furnished, Landlord has given an inventory of the furnishings which inventory has been signed by Tenant and Landlord. Tenant acknowledges that said furnishings are in good condition and Tenant accepts same in **"as is"** condition.

Section 8 Repairs and Alterations

§ 8.1 Tenant shall maintain all appliances, equipment, furniture, furnishings and other personal property included under this Interim Lease and, upon the surrender of the Unit on the Termination Date, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. Tenant shall make all repairs which become necessary due to Tenant's acts and/or negligence. If Tenant does not make such repairs, Landlord may do so, the cost of which shall be Additional Rent. In the event that Tenant defaults under the terms of this Paragraph 8, Landlord may make necessary repairs or replacement, the cost of which shall be deducted from the Security Deposit.

§ 8.2 Tenant shall not make any alterations, additions, modifications and/or changes to the Unit during the Lease Term.

Section 9 Maintenance of Unit

Tenant shall maintain the Unit in a neat, clean and presentable condition.

Section 10 Pets

Pets of any kind or nature (shall) (shall not) be allowed in the Unit.

Section 11 Damage, Fire or Another Catastrophe

§ 11.1 In the case of fire damage or other damage to the Unit not caused by Tenant, Tenant shall give Landlord immediate notice of same. Upon receipt of such notice, Landlord may either (a) repair the Unit or (b) terminate the Interim Lease. If Landlord makes repairs to the Unit, Landlord shall have a reasonable time in which to do so. If the damage to the Premises or the Unit renders the Unit uninhabitable, Landlord shall give notice to Tenant, after repairs are made, of the date on which the Unit may be reoccupied. Monthly Rent for the period that Tenant cannot occupy the Unit because of the damage shall be forgiven.

§ 11.2 In the event that Landlord terminates this Interim Lease because of the damage, Landlord shall give Tenant three (3) days' notice of Landlord's intent to so terminate, in which event, Monthly Rent shall be due for the period up to the date the Premises or the Unit incurred the damage.

§ 11.3 Notwithstanding the provisions of Section 227 of the New York Real Property Law, if the Unit situated is substantially damaged by fire or other catastrophe (Hereinafter the "Occurrence"), Landlord has the absolute right to demolish, renovate or rebuild the Unit. Landlord may cancel this Interim Lease, in such event, upon thirty (30) days written notice to Tenant of Landlord's intent, which notice shall include the date on which the Interim Lease terminates, which shall, in no event, be less than thirty (30) days from the date of said notice. By canceling this Lease in accordance with the terms of this Paragraph, Landlord is not obligated to repair, renovate or rebuild the Unit. Monthly Rent and Additional Rent shall be paid by Tenant up to the date of the Occurrence.

Section 12 Liability

§ 12.1 Landlord shall not be liable for any loss, damage or expense to any person or property except if such loss is caused by the willful acts of Landlord.

§ 12.2 Tenant shall be liable for the acts of Tenant, Tenant's family, guests and/or invitees. Landlord's cost and expense in repairing any such damage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by Tenant to Landlord.

§ 12.3 Landlord is not liable to Tenant should anyone be refused entry into the Building.

§ 12.4 Landlord is not liable for damages or otherwise if Tenant suffers them as a result of any acts of commission or omission of the Board of Condominium or its Managers or any other party responsible to the Board of Managers. Landlord is not liable

to Tenant with regard to any of the obligations of the Board of Condominium or its Managers or other party responsible to them under the Condominium Declaration. The obligation to pay Rent and Additional Rent under this Interim Lease continues even if the Board of Condominium or its Managers and other party responsible to them fails to perform such obligations. Landlord will use its best efforts to cause the Board of Managers and other party responsible to them to fulfill their obligations.

§ 12.5 Tenant, by executing this Interim Lease agrees to indemnify and hold Landlord harmless from and against any claims arising from the Condominium Declaration related to Tenant's acts and/or negligence.

Section 13 Insurance and Risk of Loss

§ 13.1 Tenant is obligated to carry whatever property and/or liability insurance that Landlord requires and shall have named on the policy of insurance Landlord, as an insured. Tenant must deliver a copy of the declaration page of the policy of insurance or the binder showing Landlord as an insured prior to taking possession of the Unit.

§ 13.2 Tenant assumes the risk of loss for the personal property not covered by the condominium insurance. Insurance proceeds are available to either Sponsor/Landlord or the condominium for loss to the Unit and an interim lessee shall not assume such loss.

Section 14 Entry

§ 14.1 Except in an emergency, for the purposes of repair, inspection, extermination, installation or repair of any system, utility or appliance or to do any work deemed necessary by Landlord, Landlord may enter the Unit on reasonable notice and at reasonable times. Upon giving such notice, Landlord may also enter the Unit to show the Unit to prospective purchasers, lenders or other persons deemed appropriate and necessary by Landlord.

§ 14.2 Landlord is not responsible for disturbance to tenant or damage to Tenant due to work being performed on behalf of Landlord or the Board of Condominium or its Managers and Tenant waives any claim of eviction in such event.

§ 14.3 Upon reasonable notice to Tenant, the representatives of the Board of Condominium or its Managers or any other party authorized by them or by the Condominium Declaration may enter the Unit and Landlord assumes no responsibility nor shall Landlord be liable for any damage or loss caused by them.

Section 15 Assigning or Subletting

This Interim Lease may not be assigned by Tenant nor shall Tenant sublet the Unit.

Section 16 Subordination

This Interim Lease and Tenant's rights hereunder are subject and subordinate to all existing and future leases for the Building in which the Unit is situated, to all mortgages on said leases and/or the Unit and/or the Building and all renewals, modifications and extensions thereof. Upon request by Landlord, Tenant shall execute any certificate to this effect.

Section 17 Landlord's Consent

If, under the terms of this Interim Lease, the consent of Landlord is required, such consent shall not be unreasonably withheld.

Section 18 Keys, Locks

Tenant shall give Landlord keys to all locks for the Unit. Tenant shall not change any locks or add any locks to the Unit without obtaining Landlord's consent, and if given, Tenant shall provide keys to Landlord for these locks.

Section 19 Signs

§ 19.1 Tenant shall not place any signs on the Unit or upon the Building or in the Unit so as to be seen from outside the Unit.

§ 19.2 Landlord shall have the right to place or cause to be placed on the Unit and/or upon the Building, "For Rent" and/or "For Sale" signs.

Section 20 Compliance with Authorities

Tenant shall, at its own cost and expense, comply promptly with all laws, rules, ordinances and directions of governmental and/or municipal authorities, insurance carriers and/or the Board of Condominium. Tenant shall give all notice Tenant receives which are for Landlord.

Section 21 Tenant's Defaults, Landlord's Remedies

§ 21.1 **Events of Default**

Events of default are defined as following:

a. any commission or omission by Tenant under Sections 8, 9, 10, 11, 12, 13, 15, 18, or 19 of this Lease;

b. an occurrence under Section 23;

c. an uncured default under the Purchase Agreement; and

d. a rescission of the Purchase Agreement by Tenant.

§ 21.2 **Landlord's Remedies**

§ 21.2.1 Landlord must give Tenant notice of default (except for a default in the payment of Monthly Rent and/or Additional Rent) and Tenant, upon receipt of such notice must cure the default within the time stated hereinafter:

a. A default under Sections 8, 9, 10, 11, 12, 13, 15, 18, or 19 of this Interim Lease, ten (10) days;

b. A default under Section 23 of this Interim Lease, thirty (30) days.

§ 21.2.2 In the event that Tenant fails to cure a default within the time stated therefore, Landlord may terminate this Interim Lease. In such event, Landlord shall give Tenant notice stating the date upon which this Interim Lease shall terminate, such date being not less than three (3) days after the date of such notice at which time this Lease shall then terminate. Tenant shall be responsible for Monthly Rent and Additional Rent as set forth in this Interim Lease up to the date of termination.

§ 21.2.3 If this Interim Lease is terminated or Tenant vacates the Unit prior to the Termination Date, Landlord may enter the Unit and remove Tenant and any person or property and/or commence summary proceedings for eviction. The aforesaid actions are not the sole remedies of Landlord.

§ 21.2.4 If this Interim Lease is cancelled or Landlord takes back the Unit, then

a. Monthly Rent and Additional Rent for the unexpired portion of the Lease Term immediately becomes due and payable. In addition, any cost or repair expended by Landlord shall be the obligation of Tenant and shall be deemed Additional Rent;

b. Landlord may re-rent the Unit and anything in it for any term and at any rental and any cost in connection therewith shall be borne by Tenant which may include, but is not limited to the cost of repairs, decorations, preparation for renting, broker's fees, advertising costs and attorney's fees. Any rent recovered by Landlord for the re-renting of the Unit shall reduce the amount of money that Tenant owes to Landlord.

§ 21.2.5 Anything to the contrary notwithstanding, an uncured default under the Purchase Agreement shall be considered as a default under the Interim Lease. The interim lessee must vacate the Unit within thirty (30) days after a default under the Purchase Agreement or rescission of the Purchase Agreement by the Lessee. The Lessee's default under the Interim Lease, if such defaults are not cured by the time of

closing, shall be considered as default under the Purchase Agreement. However, before Sponsor may utilize the default under the Interim Lease to declare the default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Lessee unless the Lessee has vacated the Unit.

Section 22 Condemnation

If any or part of the Unit is taken or condemned by any governmental authority, Landlord may cancel this Interim Lease on notice to Tenant and Tenant's rights hereunder shall end as of the date the authority takes title to the Unit which cancellation date cannot be less than thirty (30) days from the date of Landlord's notice. Tenant shall be liable for Monthly Rent and Additional Rent to the date of cancellation and shall make no claim for the unexpired term of the Interim Lease. Any award for the condemnation is the property of Landlord and Tenant assigns to Landlord any and all rights, interest and/or claim in and to such award.

Section 23 Bankruptcy

Should Tenant file a voluntary petition in bankruptcy or an involuntary petition is filed against Tenant, or should Tenant assign any property for the benefit of creditors or should a trustee/receiver be appointed of Tenant and/or Tenant's property, Landlord can cancel this Interim Lease upon thirty (30) days written notice to Tenant.

Section 24 Notices

Any notice to be given under this Interim Lease shall be in writing addressed to the party at the addresses set forth herein by certified mail or overnight courier service. Notice by Landlord to one named Tenant shall be deemed given to all Tenants and occupants of the Unit. Each party hereto shall accept notices sent by the other. Any change of address by one party must be given, by notice, to the other. Notice shall be deemed given when posted or delivered to the overnight courier service.

Section 25 Waiver of Jury Trial, Set-Off or Counterclaim

The parties hereto waive trial by jury in all matters except for personal injury or property damage claims. In a summary proceeding for eviction, Tenant waives Tenant's right to any set-off and/or counterclaim.

Section 26 Broker

Tenant states that _____ is the sole Broker who showed the Unit to Tenant. Tenant shall hold harmless and indemnify Landlord from any monies expended by Landlord should Tenant's statement herein be untrue.

Section 27 Inability of Landlord to Perform

If Landlord is unable to perform any of its obligations to be performed hereunder

due to governmental orders, labor strife or inability to secure goods or materials, through no fault on the part of Landlord, the Board of Condominium and/or its Managers, this Interim Lease shall not be terminated or cancelled and such inability shall not impact upon Tenant's obligations hereunder.

Section 28 Illegality

Should any part of this Interim Lease be deemed illegal, the remaining portions of this Interim Lease shall not be affected thereby and shall remain in full force and effect.

Section 29 Non-Disturbance

So long as Tenant pays the Monthly Rent and Additional Rent and there exists no defaults under any of the terms of this Interim Lease, Tenant may peacefully occupy the Unit for the Lease Term.

Section 30 Non-Waiver

Any failure by Landlord to insist upon Tenant's full compliance with the terms of this Interim Lease and/or to enforce such terms shall not be deemed to be a waiver of Landlord's rights to insist upon or so enforce the terms of this Interim Lease at a future date.

Section 31 Rules

Tenant shall comply with these rules (Hereinafter the "Rules") at all times. If there is a change in the rules, Landlord will give Tenant notice of same. Landlord shall not be liable to Tenant for another Tenant's violation of the Rules. The rights afforded under the following Rules are for the sole benefit of Landlord:

(a) The quiet enjoyment of other tenants shall not be interfered with;

(b) Sounds, odors and lights which are annoying to other tenants are not allowed;

(c) Floors within the Unit must be covered over seventy percent (70%) of the area of each room except for the bathroom and kitchen;

(d) All posted rules must be followed;

(e) Smoking is not permitted in the Unit or hallways;

(f) All flammable or dangerous items may not be kept or stored in the Unit;

(g) No one is allowed access to or the enjoyment of the roof, except there is a designated recreation area;

(h) Nothing shall be placed on or attached to the fire escapes, windows, doors or in the hallways or common areas;

(i) Elevators, if any, are to be used by tenants and their guests only. Bicycles are not allowed in the elevators. Tenants and their guests are not to leave any garbage, trash and/or debris in the elevators;

(j) Moving of furniture in and out of the Unit must be scheduled with the Landlord;

(k) All deliveries must be made by means of the service entrance, if any;

(l) Laundry machines, if provided, may be used at tenants' risk and cost, may only be used at reasonable hours and all instructions for their use must be strictly followed;

(m) Cleaning of the exterior of the windows from the outside is strictly forbidden;

(n) If parking is provided, improperly parked vehicles may be immediately removed at Tenant's cost;

(o) Tenant may not leave any baby carriages/strollers, bicycles, boxes, cartons and/or any items in hallways;

(p) Tenant shall use its best efforts to conserve energy and water;

(q) Hot plates or means of cooking other than the stove are not permitted.

Section 32 Limitation of Recovery

Should Tenant obtain a judgment or other remedy from a court of competent jurisdiction for the payment of money by Landlord, Tenant is limited to the Landlord's interest in the Premises for the collection of same. Landlord shall not be liable for the acts of the Board of Condominium or its Managers, their agents or representatives.

Section 33 Construction and Demolition

Construction and/or demolition may be done in or near the Unit and Building and if same interferes with the ventilation, view and/or enjoyment of the Unit, Tenant's obligations under this Interim Lease shall, in no way, be affected.

Section 34 Terraces and Balconies

§ 34.1 If there is a terrace or balcony as an adjunct to the Unit, such terrace or balcony is subject to the terms of this Interim Lease.

§ 34.2 Tenant shall keep the terrace or balcony clean, clear of snow, ice, garbage and other debris. No alteration or additions may be made to the terrace or balcony. Tenant's property may not be stored on the terrace or balcony. Cooking on the terrace or balcony is prohibited.

§ 34.3 Tenant shall maintain the terrace or balcony in good condition and make all repairs at Tenant's cost, except those of a structural nature which is the responsibility of Landlord and/or the Board of Condominium or its Managers.

Section 35 Common Recreational Areas

If applicable, Landlord may give Tenant use of any playground, pool, parking or other areas, the use of which will be at Tenant's own risk and Tenant shall pay any charge imposed by Landlord for such use. Landlord's permission to use these areas may be revoked at any time.

Section 36 Garage Space

If this Interim Lease provides for a garage space for Tenant's use, any fee that Landlord charges Tenant shall be Additional Rent and paid in accordance with Section §3.2 of this Lease.

Section 37 Surrender of Unit

On the Termination Date, Tenant shall deliver the Unit to Landlord vacant, in good condition and broom clean. Prior to such delivery, Tenant shall have vacated the Unit, removed Tenant's property, repaired all damages caused by Tenant and return the Unit in the same condition as received, reasonable wear and tear excepted.

Section 38 Parties Bound

This Interim Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest.

Section 39 Section Headings

Section headings are for reference only.

Section 40 Effectiveness

This Interim Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant's attorney.

Section 41 Entire Agreement

Tenant states that Tenant has read this Interim Lease and that it fully incorporates

all understandings, representations and promises made to Tenant by Landlord and/or Landlord's agent and that this Interim Lease supersedes all prior representations, agreements and promises, whether oral or written.

Section 42 Amendments

This Lease may only be changed or amended in a writing signed by the parties hereto.

Section 43 Riders

Additional terms are contained in the riders annexed hereto and designated Rider _____.

Section 44 Voting Rights

Tenant, by virtue of this Interim Lease, does not obtain any voting rights which Landlord has to vote with respect to any matter for which a vote is called by the Board of Condominium or its Managers.

Section 45 Governing Laws

This Interim Lease shall be governed by, and construed in accordance with, the law of the State of New York, without regard to its conflicts of laws. However, no rental protection laws are applicable to this Lease.

Section 46 Conflicts of Provisions

Any inconsistency between this Interim Lease and the Offering Plan, to which the Landlord is the Sponsor, shall be resolved in favor of the Offering Plan.

Section 47 Condominium Smoking Policy

§47.1 The Board of Managers of the Condominium has, in compliance with the City of New York Administrative Code § 17-501. et al (the Smoke-Free Air Act) and the New York State Department of Law regulations, adopted a condominium smoking policy (See Exhibit I hereto annexed). The Condominium Smoking Policy is hereby incorporated into and forms part of this Interim Lease.

§47.2 The condominium smoking policy is applicable to Tenant herein as well we all Unit Owners, the invitees and any other person on the premises.

§47.3 Violation of the condominium smoking policy shall subject Tenant to eviction, termination of the Lease in addition to the penalties provided in the condominium smoking policy.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Interim Lease as of the date and year first above written.

LANDLORD	**TENANT**
By: _____	By: _____
[Name]:	[Name]:
[Title]:	[Title]:

EXHIBIT I

HENRY 824 CONDOMINIUM

SMOKING POLICY

Dated: _____

In order to best possibly decrease the risk of fire of the Condominium, prevent the known health hazards of secondhand tobacco smoke to Unit Owners and other occupants, and maintain a healthy air environment in the Condominium, the Board of Managers hereby adopts this smoking policy (Hereinafter the "Smoking Policy").

1. Definitions

(a) "Electronic Cigarette" means an electronic device that delivers vapor for inhalation. Electronic cigarette shall include any refill, cartridge, and any other component of an electronic cigarette. Electronic cigarette shall not include any product approved by the food and drug administration for sale as a drug or medical device.

(b) "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

(c) "Tenant" means a tenant of a Condominium Unit Owner, subtenant, lessee, sublessee or other individual(s) or entity entitled to the possession or to the use or occupancy of a Condominium Unit.

(d) "Unit Owner" means the individual(s) or entity owning a Condominium Unit in the Condominium.

2. Scope of Prohibition

Smoking and/or using an electronic cigarette are prohibited at any time during the daytime and/or nighttime in the following areas of the Condominium:

(a) All indoor common areas, including, without limitation, hallway, lobby, corridors, stairs, and any other area to which that Unit Owners and/or Tenants may have access.

(b) All indoor areas within a Unit, including, without limitation, the living room, bedroom, kitchen, bathroom, closet, and any other area to which that the owner of the Unit and/or its Tenant may have access.

(c) All limited common elements, including, without limitation, balconies, terraces, backyards, and any other area to which access is limited to the owner of one Unit and/or its Tenant.

(d) All outdoor areas, including, without limitation, common courtyards, rooftops, balconies, terraces, and patios, within fifteen (15) feet of the entrance and/or exit of, walk or path from and/or to, the Condominium, and any other outdoor area of the Condominium to which that Unit Owners and/or Tenants may have access.

3. Penalties for Violations

(a) Every person who violates Subsections (a), (b), (c), or (d) of Section 2 shall, for a first violation thereof, pay a fine of One Hundred Dollars ($100.00); for a second violation, and any subsequent violation, all of which are committed within a period of twelve (12) months, pay a fine of Two Hundred Dollars ($200.00).

(b) Failure of any person to pay penalties as provided in this Section (a) shall result in the penalties becoming an assessment as part of the common charges to the Unit(s) related to the violation and a lien thereto.

4. Scope of Application

This Smoking Policy shall apply to all Unit Owners, Tenants, the invitees as well as any other person on the premises.

5. Enforcement

(a) The Board of Managers shall the power to enforce the provisions of this Smoking Policy and collect the penalties for the benefits of the Condominium.

(b) Any Unit Owner, Tenant, invitee and other persons on the premises may report to, file a complaint with the Board of Managers, or report the incident to the City of New York.

6. Effective Date

This Smoking Policy is effective immediately.

Board of Managers
of
Henry 824 Condominium

SECTION MM

CONDOMINIUM SMOKING POLICY

Dated: _____

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Henry 824 Condominium