
CONDOMINIUM OFFERING PLAN FOR
2518 OCEAN AVENUE CONDOMINIUM

2518 Ocean Avenue
Brooklyn, NY 11229
KINGS COUNTY

Residential Units	30	\$21,301,850.00
Parking Units	8	\$640,000.00
Total Amount of Offering		\$21,941,850.00

SPONSOR & SELLING AGENT:

2518 Ocean Ave Tower LLC
1694 McDonald Avenue
Brooklyn, NY 11230
(347) 260-0952

DATE OF ACCEPTANCE FOR FILING IS _____.
THIS PLAN MAY NOT BE USED FOR MORE THAN TWELVE (12) MONTHS FROM
SUCH DATE UNLESS EXTENDED BY A DULY FILED AMENDMENT.
SEE PAGE 3 FOR SPECIAL RISKS TO PURCHASERS

SPONSOR IS RESERVING THE RIGHT TO RENT RESIDENTIAL UNITS AFTER THE OFFERING PLAN HAS BEEN CONSUMMATED. (SEE SPECIAL RISKS SECTION OF THE PLAN FOR THE SPONSOR'S CONDITION FOR RENTING). BECAUSE SPONSOR IS RETAINING THE RIGHT TO RENT RATHER THAN SELL RESIDENTIAL UNITS AFTER PLAN CONSUMMATION, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. (SEE SPECIAL RISK SECTION OF THE PLAN.)

THIS OFFERING PLAN IS THE ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES 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.

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PART I

SPECIAL RISKS

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

1. Sponsor will endeavor, in good faith, to sell in a reasonably timely manner, all Residential Units to Purchasers. However, in the event that offers to buy ten (10) percent of the remaining Residential Units, during six (6) consecutive months, are decreased by at least 25% from the offering prices listed in Schedule A, Sponsor reserves the right to rent, rather than sell, the Residential Units, after filing the Declaration of Condominium and the first transfer of title to a Residential Unit to at least one Purchaser under the Plan following a declaration of effectiveness by Sponsor and acceptance of the amendment by the Department of Law confirming or declaring the Plan effective, until there is an improvement of the market. Sponsor's good faith effort to sell to Purchasers will include listing Unsold Units with brokers, showing Unsold Units to brokers and prospective Purchasers or their representatives, filing update amendments to the Plan and otherwise engaging in customary sales activities. Sponsor will disclose in an amendment to the Plan if it opts to rent, rather than sell the Residential Units. In the event Sponsor decides to rent the remaining Residential Units in accordance with the terms of the Plan, Sponsor is obligated to attempt to sell the remaining Residential Units once there is an improvement of the market. Sponsor will resume sales where offers to buy the Residential Units increase so that they are within 25% of the offering prices listed in Schedule A.

Sponsor will continue to market Residential Units for sale if Sponsor rents them.

If Sponsor opts to rent, rather than sell, the Residential Units, the Plan may not result in the creation of a condominium in which a majority of the Residential Units are owned by owner-occupants or investors unrelated to Sponsor. Under such circumstances, Sponsor will be under no obligation to sell more than 15% of the Residential Units necessary to declare the Plan effective, i.e. five (5) Residential Units.

Sponsor cannot rent Residential Units prior to filing the Declaration of Condominium and the first transfer of title to a Residential Unit to at least one Purchaser under the Plan following a declaration of effectiveness by Sponsor and acceptance of the amendment by the Department of Law confirming or declaring the Plan effective.

Please see "Introduction" and "Rights and Obligations of Sponsor" Sections of the Plan.

2. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor has not sold a substantial percentage of the units in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or

group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell a unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Please see "Introduction" Section of the Plan.

3. Sponsor obtained the acquisition loan in the amount of \$2,200,000.00 and the construction loan in the amount of \$9,300,000.00 (collectively, the "Loan") from S3 Re Funding III LLC, having an address at 535 Madison Avenue, 19th fl., New York, NY 10022, (hereinafter called "S3").

Upon the sale of a Unit, Sponsor shall be entitled to a release of the Unit from the lien of S3's mortgages immediately upon receipt of payment equal to a release price set forth in the loan documents. The offering prices in Schedule A are in excess of the release prices in the loan documents.

Except for a required payment per sale stated above, S3 did not establish any terms pertaining to Sponsor's obligation to market the Units for sale, including any minimum number or percentage of Units which must be under contract before the Plan can be declared effective. Nor did S3 impose limits or requirements for Sponsor to rent rather than sell the Units under specified market conditions.

The Loan may only be paid down to the extent Sponsor sells the Units and, thus, Sponsor's decision to rent rather than sell the Units will delay the discharge of the Loan. However, such a delay will not affect Unit Owners.

Please see "Introduction" and "Rights and Obligations of Sponsor" Sections of the Plan.

4. The Building will have eight (8) Parking Units, i.e., open Parking Units PS1-PS4 and covered Parking Units PS5-PS8, located on the first floor of the Building.

The Parking Units will be available for purchase by Residential Unit Owners only.

The Parking Units will be sold on a "first-come, first-served" basis. Each Parking Unit will be sold by way of a deed.

There is no limit on the number of Parking Units a prospective Purchaser who is a Residential Unit Owner may buy.

A Parking Unit shall be used solely for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event the Parking Unit is not used by its owners, it may be rented by its owners. Any rent of the Parking Unit to persons who are not occupants of the Building shall be for a period of not less than one week and not more than one month. The Parking Unit which has thus been rented shall be made available to the occupants of the Residential Unit, which own the Parking Unit, within thirty days after the written request therefor.

None of the Parking Units will be land-locked, i.e., prevented from ingress to and egress from a Parking Unit without the movement of motor vehicles from other Parking Units first.

Parking Unit PS4 has been designated handicapped. Parking Unit PS4 will be the last Parking Unit to be sold if it has not previously been sold to Purchasers who themselves or members of their families have vehicles with handicapped plates.

Sponsor has no plans to rent out the Parking Units. However, if Sponsor decides to rent the unsold Parking Units it may rent them to non-residents of the Building, for periods of not less than one week and not more than one month. All Parking Units will be made available to residents within 30 days after the written request made to Sponsor, by such residents.

Please see "Introduction" and "Description of Property and Improvements" Sections of the Plan.

5. The Property is located in Flood Zone X on FEMA Map Number 3604970352F, effective on September 5, 2007. The Property is designated as an area of minimal flood hazard on the currently effective FEMA's Flood Insurance Rate Map, i.e. the area with less than 0.2% annual risk of flood, according to FEMA's Flood Insurance Rate Map, and which is determined to be outside the 500-year flood level. There is no mandatory flood insurance requirement for Flood Zone X. The Board of Managers may choose to purchase flood insurance at additional cost of \$2,663.00 per year.

Please see "Description of Property and Improvements", "Footnotes to Schedule B", and "Rights and Obligations of the Unit Owners and the Board of Managers" Sections of the Plan.

6. The Building will not have a gas service.

Please see "Description of Property and Improvements", "Footnotes to Schedule A", "Footnotes to Schedule B", and "Schedule B-1" Sections of the Plan.

7. The Property is burdened by two reciprocal driveway easements. One easement is located to the right of the Building on the Property (hereinafter called the "Right Easement"), and another easement is located to the left of the Building on the Property (hereinafter called the "Left Easement").

The Right Easement allowed owners of real property known as 2516 Ocean Avenue, Brooklyn, NY 11229 and identified as Lot 30 in Block 7324 (hereinafter called "Right Property") to facilitate the ingress and egress from the garage located on the Right Property to Ocean Avenue over 3 feet 8 inches in width of the Property. Similarly, it allowed owners of the Property to facilitate the ingress and egress from the rear of the Property to Ocean Avenue over 3 feet 8 inches in width of the Right Property.

The Left Easement allowed owners of real property known as 2522 Ocean Avenue, Brooklyn, NY 11229 and identified as Lot 35 in Block 7324 (hereinafter called "Left Property") to facilitate the ingress and egress from the garage located on the Left Property to Ocean Avenue

over 3 feet 8 inches in width of the Property. Similarly, it allowed owners of the Property to facilitate the ingress and egress from the rear of the Property to Ocean Avenue over 3 feet 8 inches in width of the Left Property.

Sponsor will create two driveways. One driveway will be located to the right of the Building (hereinafter called the “Right Driveway”) and use the Right Easement for this purpose, and another driveway will be located to the left of the Building (hereinafter called the “Left Driveway”) and use the Left Easement for this purpose.

The Left Driveway will be a legal driveway with the width of 8 feet 8 inches, and Owners of the Parking Units will be able drive all vehicles through it. The Right Driveway will not be a legal driveway since its width will be 7 feet 6 inches, less than the legally required 8 feet in width, and Owners of the Parking Units will be able to drive only motorcycles and compact cars whose width do not exceed 6 feet through it.

Please see “Description of Property and Improvements” Section of the Plan.

8. Sponsor will provide and equip each Residential Unit with a 24” electric washer and electric dryer. Sponsor will also provide and equip each Residential Unit with a refrigerator, electric range, and dishwasher. A range and refrigerator are the appliances required to obtain a temporary certificate of occupancy for the Building.

Please see “Description of Property and Improvements” Section of the Plan.

9. The finished floor of the living, dining and bedrooms of each Residential Unit will be 3/4” thick select grade oak hardwood. Wood floors should be maintained in accordance with the requirements of National Wood Flooring Association available on its website at:

<https://www.woodfloors.org/maintenance.aspx>

Please see “Description of Property and Improvements” Section of the Plan.

10. The Building will have a green roof consisting of four (4) areas, located at the main roof of the Building. The size of each area of the green roof will be 197.00 square feet, 316 square feet, 508.00 square feet, and 216 square feet, respectively. The green roof will consist of the filter sheets, drainage layer, soil growing medium, light vegetation/planting, and retention trim filled with gravel. The green roof will be a Common Element. All maintenance, repair and replacement to the green roof will be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense will be charged to such Unit Owner. The green roof will be planted with low-growing, hardy, drought-tolerant plants like sedums and mosses. The maintenance of the green roof will require weeding of plants and inspection of drainage layer. The green roof will not require a fertilization. The cost of maintenance of the green roof, which will include landscaping, will be approximately \$1,237.00 per year of \$1.00 per square foot. The Board of Manager may hire a landscape architect to re-design the green roof to the different aesthetic in the future.

Please see “Description of Property and Improvements” and “Rights and Obligations of the Unit Owners and the Board of Managers” Sections of the Plan.

11. New York City Local Law 11/98 "Facade Inspection Safety Program" is applicable to the Condominium. It requires that owners of buildings with six or more stories above grade have their exterior walls and appurtenances thereof inspected by a registered architect or professional engineer every five (5) years. On the fifth anniversary of an initial temporary or final certificate of occupancy issued for the Building and every five (5) years thereafter, the Board of Managers will retain a registered architect or professional engineer who will inspect the exterior walls of the Building and appurtenances thereof, prepare a report of an inspection and file a report with the Commissioner of the New York City Department of Buildings. Each inspection by a registered architect or professional engineer to comply with New York City Local Law 11/98 will cost the Condominium the sum of \$10,000.00. The projected cost is a part of the budget of the Condominium.

Please see “Description of Property and Improvements” Section of the Plan.

12. The estimated floor area of each Residential Unit is based on the floor plans included in Part II of the Plan.

The horizontal physical dimensions of each Residential Unit consist of the area measured from the exterior surface of the front or rear wall of the Building to the midpoint of the unexposed face of drywall or the midpoint of the face of the concealed or exposed masonry work of the interior walls or the midpoint of the partitions separating a Residential Unit from another Residential Unit, corridors, stairs, elevator, or other mechanical spaces or any Common Elements or Limited Common Elements.

The Limited Common Elements are not included in the dimensions.

The approximate measurements are within immaterial tolerances.

The above measurements are not based from interior surfaces of interior walls. Therefore, the actual area comprising each Residential Unit is significantly less than the area listed in Schedule A.

The above measurements significantly exceed the actual usable floor area of each Residential Unit.

Each Parking Unit consists of the area within its painted lines as shown on the floor plans included in Part II of the Plan.

Please see "Description of Property and Improvements" and "Footnotes to Schedule A" Sections of the Plan.

13. The terraces and balconies are uninhabitable spaces. They may not be legally used for any residential uses including bedroom, dining room, or any other use considered to be a

habitable space as defined by the New York City Building Code. Their use as a living or sleeping space may result in a building code violation being issued against the Building and the imposition of fines against the Building. The Unit Owner, who caused the violation, will be obligated to remove it and pay all fines associated with the violation.

Please see "Description of Property and Improvements", "Footnotes to Schedule A" and "Rights and Obligations of the Unit Owners and the Board of Managers" Sections of the Plan.

14. No real estate tax abatement benefits will be available to the Units.

IN THE EVENT THERE ARE INCREASES IN THE REAL ESTATE TAX RATE OR THE UNIT'S ASSESSED VALUATION, REAL ESTATE TAXES MAY BE HIGHER THAN SET FORTH IN THE PLAN FOR THE FIRST YEAR OF OPERATION OF THE CONDOMINIUM AND IN FUTURE YEARS. HENCE, INDIVIDUAL CARRYING COSTS FOR ALL UNITS WILL ALSO BE HIGHER.

The projected real estate taxes for the first year of operation contained in Schedule A are based on a post-completion assessment of the Property.

Please see Schedule A, "Footnotes to Schedule A" and "Real Estate Taxes" Sections of the Plan.

15. On July 4, 2025, the One Big Beautiful Bill Act ("OBBBA") was signed into law. The OBBBA significantly changed the Tax Cuts and Jobs Act of 2017 and the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership.

Under the OBBBA, a Unit Owner who itemizes his or her deductions and earns up to \$500,000.00 should, for Federal income tax purposes, be entitled to a deduction for interest paid on an indebtedness secured by his or her Unit and for real estate taxes paid for the Unit up to \$40,000.00 during 2025 tax year, with 1% per year increase during 2026-2029 tax years, and \$10,000.00 in 2030 tax year. These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion of Counsel, attached hereto and made a part hereof.

Please see "Income Taxes Deductions to Unit Owners and Tax Status of Condominium" and "Real Estate Taxes" Sections of the Plan. Please also see "Tax Opinion of Counsel".

16. Sponsor is not obligated to obtain a final certificate of occupancy before the first closing. Sponsor is required to obtain a temporary certificate of occupancy before the first closing. A temporary certificate of occupancy is required for occupancy.

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 called "FCO"), covering the entire building but with only a temporary certificate of occupancy, (hereinafter called "TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section

301 of the Multiple Dwelling Law of the State of New York and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings, (hereinafter called "DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirement of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to conduct unit closings when some or all units are covered by a TCO rather than an FCO. Sponsor anticipates this scenario to occur. Sponsor and its principal will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire Building. However, Sponsor and its principal make no representation or guarantee that DOB will issue the FCO within two years, which is the timeframe anticipated by the Multiple Dwelling Law for issuance of an FCO. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPAL ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of an FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principal are obligated to procure the FCO.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have an FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at:

<https://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page>

Please see "Description of Property and Improvements" and "Rights and Obligations of Sponsor" Sections of the Plan.

17. Repairs to the Common Elements of the Condominium (unless such repairs are a result of faulty construction by Sponsor), which go beyond that can be handled by a janitor, such as interior repairs, roofing, exterior repairs (including walls, foundations, windows, doors and locks), heating system (fuel burner, boiler, pipes, radiators), plumbing, electrical work, exterminating, grounds maintenance (gardening and landscaping, where applicable), janitor supplies, painting of common areas, and such building services and maintenance items not included under "Repairs and Supplies" and "Service Contracts" will be performed by outside construction companies hired by either the Board of Managers of the Condominium or Managing Agent, as agent for the Board, both during and after the Sponsor control period. The costs for the repairs are not a line item in the budget. In such a case, special assessments may be imposed to pay for these costs. These repairs do not include repairs that are necessary as a result of faulty

construction by Sponsor. Sponsor will remain obligated and be responsible to perform such repair.

Please see "Footnotes to Schedule B" Section of the Plan.

18. With regard to the size of a Unit, a decrease in a Unit's area of five percent (5%) or less will not affect Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that a Unit's size that is diminished by five percent (5%) or less is not material. A decrease in a Unit's area of five percent (5%) or less could be considered material and will trigger the right of rescission.

Please see "Changes in Prices and Units" Section of the Plan.

19. Sponsor will not rent Residential Units before the consummation of the Plan other than to Purchasers for their contracted Units in accordance with the terms set forth in "Interim Lease" Section of the Plan.

Purchaser does not have the right to take possession of the Residential Unit prior to the closing without the prior written consent of Sponsor, which consent may be withheld for any reason or for no reason. Sponsor's refusal to consent to a pre-closing possession will not entitle Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor.

Purchaser, who takes possession of the Unit prior to the closing pursuant to the Interim Lease, will assume risk of loss not covered by insurance.

An uncured default under the Purchase Agreement will be a default under the Interim Lease. An uncured default under the Interim Lease will be a default under the Purchase Agreement. Before Sponsor may utilize the default under the Interim Lease to declare a default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit.

Please see "Interim Lease" Section of the Plan.

20. Any deposits made for upgrades, extras, special or custom work shall be initially deposited into the Escrow Account, (hereinafter defined). However, such funds may be released from the Escrow Account in accordance with the terms of the Purchase Agreement as long as Sponsor uses the funds for such upgrades, extras, special or custom work. In the event Purchaser is entitled to a rescission, other than in the event of an abandonment of the Plan by Sponsor, Purchaser will not receive a refund of any funds used for any upgrades, extras, special or custom work in the Unit ordered by Purchaser if such funds have been expended for such upgrades, extras, special or custom work. In the event the Plan is abandoned, the deposit and all funds paid by Purchaser for any upgrades, extras, special or custom work in the Unit ordered by Purchaser shall be refunded to Purchaser within five (5) days of abandonment.

Please see “Procedure to Purchase” Section of the Plan.

21. The Federal Deposit Insurance Corporation, (hereinafter called “FDIC”), is an independent agency of the United States government that protects the funds depositors place in banks and savings associations. The standard insurance amount is \$250,000.00 per depositor, per insured bank, for each account ownership category.

The escrow account of TSYNGAUZ & ASSOCIATES, P.C. is with Capital One, N.A., having an address at 6521 18th Avenue, Brooklyn, NY 11204.

Capital One, N.A. is an FDIC-insured depository institution. Should Capital One, N.A. suffer a bank failure, when asserting a claim for a loss covered by FDIC insurance, the account holder, TSYNGAUZ & ASSOCIATES, P.C., will be deemed a nominal account holder and Purchasers will be deemed the depositors to whom the standard insurance limit apply. In such a case, Purchasers’ funds in excess of the limit may not be insured.

If Purchaser has accounts at the same bank as the Sponsor’s account that holds escrowed funds, Purchaser’s funds at the escrow bank factor into the \$250,000.00 FDIC insurance limit.

Please see “Procedure to Purchase” Section of the Plan.

22. **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the balance of the purchase price and to pay, perform or comply with Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default defined in the Purchase Agreement, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel the Purchase Agreement. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the written notice of cancellation to cure the specified default.

If the default is not cured within such thirty (30) days, **TIME BEING OF THE ESSENCE**, then the Purchase Agreement will be deemed cancelled, and Sponsor will have the right to retain the deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages. Upon the cancellation of the Purchase Agreement, 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 liability under the Purchase Agreement and the Plan, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared.

TIME IS OF THE ESSENCE means that Purchasers must perform their obligations under the Purchase Agreement at the time certain regardless of whether they are sick, disabled, or cannot attend the closing for any other reason.

Provided Sponsor is ready, willing and able to close title in accordance with the Purchaser Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled closing:

- (a) the closing apportionments described in the Purchase Agreement will be made as of midnight of the day preceding the originally scheduled closing, regardless of when the actual closing occurs, and
- (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the purchase price for each day starting from and including the originally scheduled closing to and including the day before the actual closing. The interest rate charged will not exceed maximum legal usury limits.

Please see "Procedure to Purchase" Section of the Plan.

23. In the event that Sponsor is the prevailing party in an action in which Sponsor is defending its rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing Sponsor's rights or Purchaser's obligations under the Purchase Agreement, Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in such dispute.

There is a reciprocal provision for Sponsor to reimburse a Purchaser for any legal fees incurred if Purchaser is the prevailing party in an action in which it defends its rights under the Purchase Agreement.

Please see "Procedure to Purchase" Section of the Plan.

24. After the Plan has been declared effective, Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice to each Purchaser stating the date of the first closing and setting such Purchaser's closing date no less than thirty (30) days before the date set for the closing of the Units. The notice will comply with 13 NYCRR §20.1(d)(1).

Please see "Procedure to Purchase" Section of the Plan.

25. Sponsor anticipates that the first closing of a Residential Unit will occur by July 1, 2026. Purchasers will be offered the right of rescission if: (i) the actual date of closing of title to the first Residential Unit; or (ii) the projected date of closing of title to the first Residential Unit occurs later than June 30, 2027, twelve (12) months after the projected date for the first Residential Unit closing. If the Plan is amended to provide for a later projected date for the first Residential Unit closing, Purchasers will be entitled to an offer of rescission if the first Residential Unit closing occurs more than twelve (12) months beyond that amended, later day. Purchasers who enter into a Purchase Agreement after the Plan has been amended to provide for

a later date would be entitled to an offer of rescission if the first Unit closing occurs more than twelve (12) months beyond that amended, later day.

However, if the first Residential Unit closing occurs before June 30, 2027, Sponsor may schedule the closings of title to other Units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, 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 within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain.

Purchasers should note that even if the first Residential Unit 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 pursuing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to the right of rescission or to make claims against 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.**

Please see “Procedure to Purchase” Section of the Plan. Please also see Section 3 of the Purchase Agreement in Part II of the Plan.

26. If Purchaser refuses to execute the power of attorney to the Board of Managers and deliver it to the Selling Agent or Sponsor at the closing of his or her Unit, Purchaser will be in a default under the Purchase Agreement and Sponsor will have the right to retain the deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages.

Please see “Procedure to Purchase” Section of the Plan.

27. Prior to the first closing, the entire Building will be insured by Sponsor. After the first closing, the entire Building will be insured by the Condominium.

A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. A person who takes possession prior to the closing pursuant to the Interim Lease assumes the risk of losses not covered by insurance.

Risk of loss from fire or other casualty remains with Sponsor until legal title to the Unit has been conveyed to Purchaser, unless Purchaser, with the prior written consent of Sponsor, takes possession of the Unit before the closing pursuant to the Interim Lease. In such a case, Purchaser, who takes possession of the Unit prior to the closing pursuant to the Interim Lease, will assume risk of loss not covered by insurance.

Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, Sponsor shall notify Purchaser within sixty (60) days of the damage to the Unit and repair the damage within ninety (90) days of the notice. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and all monies paid on account of the purchase price, including any deposits made for upgrades, extras, special or custom work ordered by Purchaser, shall be returned to Purchaser within ten (10) days of Sponsor's notification to Purchaser that it does not elect to repair or restore the Unit or Unit Owners' notification that they do not intend to repair or restore the Unit pursuant to the By-Laws, whichever is sooner. Upon such return, 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 liability under the Purchase Agreement and the Plan. Please see "Procedure to Purchase" and "Terms of Sale" Sections of the Plan.

28. Purchaser's obligation to purchase a Unit is contingent upon issuance, on or before forty-five (45) days after a fully executed copy of the Purchase Agreement is given to Purchaser or Purchaser's attorney, (hereinafter called the "Commitment Date"), of a written commitment from an institutional lender, (hereinafter called the "Institutional Lender").

Under New York law, when a mortgage commitment is not fulfilled through no fault of a purchaser, performance is excused. Sponsor may not condition purchaser's obligations upon obtaining a commitment. Therefore, if the purchaser acts in good faith and the lender revokes the loan commitment after the contingency period expires, performance is excused, and the sponsor must grant to such purchaser the right of rescission and a reasonable period of time to exercise such right. If the financing commitment lapses or expires prior to closing, and the purchaser has made a good faith effort to extend the commitment, sponsor must grant to such purchaser the right of rescission and a reasonable period of time to exercise the right.

If

[i] the Institutional Lender denies Purchaser's application in writing prior to the Commitment Date, and Purchaser has complied with all his obligations set forth in the Purchase Agreement, or

[ii] if no Commitment is issued by the Institutional Lender on or before the Commitment Date and Purchaser has complied with all his obligations set forth in the Purchase Agreement, or

[iii] if a Commitment was issued but it lapsed or expired prior to the closing, and Purchaser has made a good faith effort to extend the Commitment, but the Institutional Lender nevertheless refused or failed to extend the Commitment; or

[iv] If Purchaser acted in good faith and the Institutional Lender revoked a Commitment after the Commitment Date,

then Purchaser will have the right of rescission until midnight of the fifteenth day following the Commitment Date.

Please see “Procedure to Purchase” Section of the Plan.

29. The United States Financial Crimes Enforcement Network ("FinCEN") issued the Geographic Targeting Order ("GTO"), which requires title insurance companies to collect and report to FinCEN the personal identity of purchasers in residential real estate transactions in which:

- (1) the purchaser is a legal entity as defined in the GTO;
- (2) the purchaser purchases residential real property located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan, and Staten Island;
- (3) the purchase price is \$300,000.00 or more;
- (4) such purchase is made without a bank loan or other similar form of external financing; and
- (5) such purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency.

The GTO defines “legal entity” as a corporation, limited liability company, partnership, or other similar business entity, whether formed under the laws of a state, or of the United States, or a foreign jurisdiction, other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Securities Exchange Commission (SEC) or a self-regulatory organization registered with the SEC, or an entity solely owned by such a business.

As long as the GTO remains in effect, its reporting requirements apply to all residential real property closings meeting the above criteria and occurring on or after April 15, 2025.

Please see "Terms of Sale" Section of the Plan.

30. Although Sponsor has a statutory obligation to pay the New York City and New York State real property transfer taxes, Sponsor is transferring said obligation to Purchasers. Purchasers will be required to pay the New York City real property transfer tax to the Department of Finance of the City of New York. The tax is 1.00% of the consideration for the Residential Unit of \$500,000.00 or less and 1.425% of the consideration for the Residential Unit. The tax rate is 1.425% of the consideration for the Parking Unit.

Purchasers will also be required to pay the New York State real property transfer tax to the Department of Finance of the City of New York. The tax is 0.4% of the consideration for the Residential Unit of less than \$3,000,000.00 and 0.65% of the consideration for the Residential Unit of \$3,000,000.00 or more. The tax is 0.4% of the consideration for the Parking Unit.

If the consideration for the Residential Unit is equal to or more than \$1,000,000.00, Purchaser will also be required to pay “Mansion” and new supplemental tax New York State real

property transfer taxes to the Department of Finance of the City of New York. The tax rates are as follows:

<u>Consideration</u>	<u>Total Tax Rate</u> ("Mansion" and New Supplemental)
\$1,000,000.00 to \$1,999,999.99	1.00%
\$2,000,000.00 to \$2,999,999.99	1.25%
\$3,000,000.00 to \$4,999,999.99	1.50%
\$5,000,000.00 to \$9,999,999.99	2.25%
\$10,000,000.00 to \$19,999,999.99	3.25%
\$20,000,000.00 to \$24,999,999.99	3.75%
\$25,000,000.00 or more	3.9%

As of July 1, 2021, the amount of the New York State real property transfer tax is excluded from the calculation of consideration for the transfer tax purposes.

Accordingly, the consideration for the transfer tax purposes is the purchase price of the Unit plus the New York City transfer tax calculated on the amount of the purchase price.

Purchaser will be required to pay the fee of \$1,500.00 to Sponsor as partial reimbursement for the cost of preparing the Plan.

Purchaser will be required to pay the fee of \$3,500.00 to TSYNGAUZ & ASSOCIATES, P.C. for services rendered in connection with the preparation of the closing documents and the conduct of the closing of (i) the Residential Unit or (ii) the Residential Unit and Parking Unit purchased together. Purchaser will also be required to pay \$250.00 to TSYNGAUZ & ASSOCIATES, P.C. if the closing takes place outside the office of Sponsor's counsel at Purchaser's request and an additional \$250.00 to TSYNGAUZ & ASSOCIATES, P.C. if Purchaser fails to close on the date set forth in the notice of closing. Purchaser will also be required to pay an additional \$500.00 to TSYNGAUZ & ASSOCIATES, P.C. if Purchaser buys the Unit with financing. Purchaser will be required to pay the fee of \$1,500.00 to TSYNGAUZ & ASSOCIATES, P.C. for services rendered in connection with the preparation of the closing documents and the conduct of the closing of a Parking Unit only.

Please see "Unit Closing Costs and Adjustments" Section of the Plan.

31. The Housing Merchant Implied Warranty (Article 36-B of the General Business Law of the State of New York), does not apply to this offering because the Building consists of more than five (5) stories. Thus, Sponsor will not provide the warranty required by that Article.

NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS AND SPONSOR'S OBLIGATIONS UNDER THE PLAN.

The Sponsor's obligation, regardless of any limitations in the warranty or in the Plan, is to construct the Building and the Units in accordance with all applicable laws, codes, plans and specifications, and Sponsor's obligations set forth in the Plan. Any conflict between the disclaimers and the Sponsor's obligation to construct the Building and the Units in accordance with all applicable laws, codes, plans and specifications shall be resolved in favor of the latter.

At or prior to the closing of the Unit, Sponsor will assign any manufacturer's warranties with respect to equipment and appliances installed in the Unit to the Unit Owner and assign any warranties with respect to roof, equipment and appliances installed in the Common Elements to the Board of Managers. The roof manufacturer will provide a No-Dollar warranty that for fifteen (15) years after the issuance of a final Certificate of Occupancy for the Building, the roof will be free from defects due to a failure to have been constructed in a workmanlike manner and due to defective construction materials.

Neither Sponsor nor its principal, managers, members, agents, designees or affiliates make any representation as to which, if any, of the manufacturer's warranties will continue to remain in force upon the closing. If any warrantor is unable to perform under its warranty due to inability, unwillingness or any other reason, neither Sponsor nor its principal, managers, members, agents, designees or affiliates shall under any circumstances be considered a successor warrantor. Neither Sponsor nor its principal, managers, members, agents, designees or affiliates shall have any obligations or responsibilities with respect to such warranties, or the work or item warranted, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty. Recourse is only to the warrantor and not to Sponsor, its principal, managers, members, agents, designees or affiliates. Sponsor is not providing representations regarding manufacturers' warranties.

Sponsor will construct the Building in accordance with all plans and specifications identified in the Plan.

Please see "Rights and Obligations of Sponsor" and "Rights and Obligations of the Unit Owners and the Board of Managers" Sections of the Plan.

32. No bond or other security has been posted to secure Sponsor's obligations under the Plan.

Please see "Rights and Obligations of Sponsor" Section of the Plan.

33. Sponsor or Sponsor-designee will retain voting control of the Board of Managers for one (1) year after the closing of title to the first Unit or whenever the Unsold Units constitute less than 50% of the Common Interests, whichever is sooner.

Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to its relinquishing voting control of the Board of Managers Sponsor will not use such vote to elect a particular individual to the Board of Managers, which would, by the election of such individual, give Sponsor voting control of the Board. So long as Sponsor or Sponsor-designee will continue

to own Unsold Units Sponsor or Sponsor-designee will have the right to elect one (1) member of the Board of Managers.

Please see “Control by Sponsor” Section of the Plan.

34. [i] For a period of five (5) years following the closing date of the first Unit, or [ii] so long as Sponsor or any Sponsor-designee, separately, will continue to own Units, the percentage Common Interest of which, in the aggregate, equals more than 25%, whichever is earlier, the Board of Managers may not, without Sponsor's or Sponsor-designee's prior written consent, as the case may be:

- (a) increase the number, or change the type, of employees provided for in Schedule B,
- (b) make any addition, alteration or improvement to the Common Elements or to any Unit or
- (c) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B of the Plan for the Property to the extent that the aggregate amount of such fund does not exceed 10% of the budgeted expenses of the Condominium or
- (d) borrow money on behalf of the Condominium (except where necessary to perform work required by applicable law or regulations, or remedy violations or a mortgagee's work order(s) to the extent that existing reserves are insufficient).

Sponsor and Sponsor-designee are entitled to the rights described herein collectively. If both Sponsor and Sponsor-designee, collectively, continue to own Units, the percentage Common Interest of which, in the aggregate, equals more than 25%, they are both entitled to veto power. Sponsor or Sponsor-designee will not retain veto power for a period greater than five (5) years after the closing of the first Unit.

However, notwithstanding the above restrictions, Sponsor or Sponsor-designee may not exercise veto power over expenses described in Schedule B, or over expenses required:

- (a) to comply with applicable laws or regulations;
- (b) to remedy any notice of violation;
- (c) to remedy any work order by an insurer; or
- (d) to preserve the safety of the Building or the safety and health of its occupants.

Please see “Control by Sponsor” Section of the Plan.

35. The Common Elements and the Limited Common Elements may only be used 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. The balconies and terraces may be used for social

gatherings and outdoor cooking. The balconies and terraces may not be enclosed. The Common Elements and the Limited Common Elements may not be used as a dwelling space.

The use of the roof of the Building as contemplated in the Plan will comply with the requirements set forth in the New York City Department of Building's Bulletin 2018-002. Pursuant to the Bulletin, the roof must be shown on a certificate of occupancy and be designed in accordance with the NYC Construction Codes. A number of people who may use the roof at the same time is limited to 200 square feet per person.

The roof of the Building was designed in accordance with 2022 New York City Building Code, Chapter 16.

The use of the roof of the Building will be limited to 17 people at the same time.

Please see "Description of Property and Improvements", "Rights and Obligations of Sponsor", "Rights and Obligations of the Unit Owners and the Board of Managers" Sections of the Plan.

36. [A] Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke, and [B] use of battery-operated devices that heat a liquid, gel, herb or other substance and produces vapor for people to inhale are not permitted:

- [i] inside of the Units;
- [ii] anywhere in the Limited Common Elements of the Units;
- [iii] anywhere inside of the Building;
- [iv] outdoor Common Elements, including play areas, rooftops, courtyards, patios, porches or yards; and
- [v] outdoors within 15 feet of entrances, exits, windows, and air intake units in the Building.

This prohibition is included in Rule 28 of the Rules and Regulations of the Condominium.

Please see "Rights and Obligations of the Unit Owners and the Board of Managers" Section of the Plan.

37. While Sponsor is in control of the Board of Managers of the Condominium, the reserve fund or working capital fund may not be used to reduce the projected Common Charges in the Plan. At the time of the closing of title to the Units from Sponsor or Sponsor-designee to a bona fide Purchaser, Purchaser will be required to pay into the Working Capital Fund the sum equal to two (2) months' Common Charges then applicable to each Unit being purchased. Sponsor will not contribute to the Working Capital Fund.

Please see "Working Capital Fund" and "Reserve Fund" Sections of the Plan.

38. The Purchase Agreement contains a provision that Purchaser represents that Purchaser has not dealt with any broker in connection with this transaction other than the broker, if any, named in the Purchase Agreement, whose commissions shall be paid by Sponsor. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Broker. Purchaser agrees that, should any claim, arising in connection with the Purchaser's broker's scope of work for Purchaser, be made against Sponsor for commissions by any broker on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. Sponsor may collect legal fees only if it prevails. The provisions of this provision shall survive the Closing.

Please see "Procedure to Purchase" Section of the Plan. Please also see Section 22 of the Purchase Agreement in Part II of the Plan.

39. The Purchase Agreement contains a provision that Sponsor shall be excused from performing any obligation or undertaking provided for in the Purchase Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

Purchasers are advised that executing a Purchase Agreement that includes the foregoing provisions may impact Purchaser's ability to close on her/his Unit in the time frame originally contemplated in the Purchase Agreement and may limit the Purchaser's remedies for any such delay in the closing date. The Attorney General strongly recommends that Purchasers consult with their attorneys regarding any risks associated with executing a Purchase Agreement containing the foregoing provision prior to executing the Purchase Agreement.

The Purchase Agreement contains a provision that Purchaser's time to perform any obligation or undertaking provided for in the Purchase Agreement shall be tolled for the length of the period during which such performance was prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Purchaser. Sponsor cannot limit any rights which Purchaser may have pursuant to Article 23A of the General Business Law, NYCRR regulations, and the Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order.

Please see "Procedure to Purchase" Section of the Plan. Please also see Section 27 of the Purchase Agreement in Part II of the Plan.

40. The Purchase Agreement contains a provision that 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, the Purchase Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

Please see "Procedure to Purchase" Section of the Plan. Please also see Section 34 of the Purchase Agreement in Part II of the Plan.

41. Pursuant to the By-Laws of the Condominium, any matter arising out of the Condominium Documents, except for an action to foreclose a lien for unpaid common charges by the Board of Managers or an action seeking injunctive relief, shall be submitted for resolution by a panel of three (3) arbitrators in a proceeding held in the City of New York, which arbitrators shall be appointed as follows: One arbitrator shall be chosen by the Board of Managers, one arbitrator shall be chosen by the Unit Owner and the third arbitrator shall be chosen by the two aforementioned arbitrators. The decision of the arbitrators so chosen shall be given within thirty (30) days after his or her selection or appointment. The decision shall be enforceable in a court of law of competent jurisdiction. There is no right of appeal from the arbitrator's decision. The decision, however, may be vacated if the court finds that the rights of the party were prejudiced by:

- (i) corruption, fraud or misconduct in procuring the decision; or
- (ii) partiality of the arbitrator appointed as a neutral; or
- (iii) the arbitrator exceeded his power or so imperfectly executed it that a final and definite decision upon the subject matter submitted was not made.

The fees, costs and expenses of the arbitrators shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses. All costs and expenses paid or incurred by the Board of Managers in connection with any arbitration held, including, without limitation, the fees and expenses of counsel and expert witnesses shall constitute Common Expenses. Please see Article XIV of the By-Laws in Part II of the Plan.

Options for appeal are limited for matters submitted to arbitration.

The arbitration provision does not relate to Purchase Agreements.

Please see "Rights and Obligations of the Unit Owners and the Board of Managers" Section of the Plan.

42. Each Residential Unit Owner shall notify the Board of Managers or Managing Agent of the Condominium, if any, in writing when a child, or children, under the age of eleven (11) years lives or resides (even temporarily) in the Unit. Each Residential Unit Owner shall install, at such Unit Owner's expense, the required window guards (or safety "stops" in lieu of window guards, designated specifically to prevent a child from falling out of a window) in all

windows of the Residential Unit in compliance with all applicable New York City Administrative Code requirements. The Residential Unit Owner should maintain all window guards (or stops) installed in the Unit and shall not remove same until permitted by applicable law and in any event, without prior written notice to the Managing Agent.

Please see “Rights and Obligations of the Unit Owners and the Board of Managers” Section of the Plan. Please also see “Rules and Regulations” Section of Part II of the Plan.

43. Refuse should not be placed on the sidewalk except on days of collection. Placing refuse on the sidewalk on days other than days of collection may result in a fine or penalty being levied against the Building. In turn, the Board of Managers will seek compensation for said fine or penalty from the Unit Owner, who caused said fine or penalty.

Please see “Rights and Obligations of the Unit Owners and the Board of Managers” Section of the Plan. Please also see “Rules and Regulations” Section of Part II of the Plan.

44. Sponsor has had no prior experience as a sponsor.

Please see “Identity of Parties” Section of the Plan.

45. Selling Agent has had no prior experience as a selling agent.

Please see “Identity of Parties” Section of the Plan.

INTRODUCTION

Sponsor is offering for sale thirty (30) residential units, (hereinafter called the “Residential Units” or a “Residential Unit”), and eight (8) parking units (hereinafter called the “Parking Units” or a “Parking Unit”) in the Building at the Property, located at 2518 Ocean Avenue, Brooklyn, NY 11229 as a Condominium to be known as "2518 Ocean Avenue Condominium", (hereinafter called the “Condominium”).

The following pertinent information is set forth with respect thereto:

1. Sponsor may not, under law, offer for sale Condominium Units unless and until a Condominium Offering Plan, (hereinafter called the “Plan”), has been accepted for filing by the Department of Law of the State of New York, (hereinafter called the “Department of Law”). The purpose of the Plan is to set forth all the material terms of the offer to sell the Units in the Condominium. The Plan may be amended from time to time when an amendment is filed with the Department of Law. Such an amendment shall be served on:

- i. Purchasers who have executed and delivered Purchase Agreements to Sponsor or Selling Agent and whose Purchase Agreements are in effect,
- ii. Unit Owners, and
- iii. any other person entitled to service pursuant to 13 NYCRR §20.1(d).

2. The Condominium is subject to and complies with Article 9-B of the Real Property Law of the State of New York, as amended, (hereinafter called the “Condominium Act”).

3. Sponsor is 2518 Ocean Ave Tower LLC, having an address at 1694 McDonald Avenue, Brooklyn, NY 11230. The Property consists of two (2) parcels, identified as Lots 31 and 34 in Block 7324 in the County of Kings and State of New York. Sponsor acquired them on January 10, 2024. Both lots were vacant land at the time of the acquisition by Sponsor.

4. Sponsor will endeavor, in good faith, to sell in a reasonably timely manner, all Residential Units to Purchasers. However, in the event that offers to buy ten (10) percent of the remaining Residential Units, during six (6) consecutive months, are decreased by at least 25% from the offering prices listed in Schedule A, Sponsor reserves the right to rent, rather than sell, the Residential Units, after filing the Declaration of Condominium and the first transfer of title to a Residential Unit to at least one Purchaser under the Plan following a declaration of effectiveness by Sponsor and acceptance of the amendment by the Department of Law confirming or declaring the Plan effective, until there is an improvement of the market. Sponsor’s good faith effort to sell to Purchasers will include listing Unsold Units with brokers, showing Unsold Units to brokers and prospective Purchasers or their representatives, filing update amendments to the Plan and otherwise engaging in customary sales activities. Sponsor will disclose in an amendment to the Plan if it opts to rent, rather than sell the Residential Units. In the event Sponsor decides to rent the remaining Residential Units in accordance with the terms of the Plan, Sponsor is obligated to attempt to sell the remaining Residential Units once

there is an improvement of the market. Sponsor will resume sales where offers to buy the Residential Units increase so that they are within 25% of the offering prices listed in Schedule A.

Sponsor will continue to market Residential Units for sale if Sponsor rents them.

If Sponsor opts to rent, rather than sell, the Residential Units, the Plan may not result in the creation of a condominium in which a majority of the Residential Units are owned by owner-occupants or investors unrelated to Sponsor. Under such circumstances, Sponsor will be under no obligation to sell more than 15% of the Residential Units necessary to declare the Plan effective, i.e. five (5) Residential Units.

Sponsor cannot rent Residential Units prior to filing the Declaration of Condominium and the first transfer of title to a Residential Unit to at least one Purchaser under the Plan following a declaration of effectiveness by Sponsor and acceptance of the amendment by the Department of Law confirming or declaring the Plan effective.

If Sponsor makes a bulk sale of all or some of its Unsold Units, the transferee successor sponsor will be bound by sponsor's representations regarding its commitment to sell the Units.

"Bulk sale" shall mean a sale of at least six (6) Residential Units to one Purchaser, which are not purchased for occupancy by the owner or one or more members of his or her immediate family.

There are no obligations imposed on Sponsor by S3 Re Funding III LLC with regard to selling or renting the Units except for a required payment per sale set forth in Paragraph 5 below.

There are no air rights or transferrable development rights benefitting or encumbering the Property.

5. Sponsor obtained the acquisition loan in the amount of \$2,200,000.00 and the construction loan in the amount of \$9,300,000.00 (collectively, the "Loan") from S3 Re Funding III LLC, having an address at 535 Madison Avenue, 19th fl., New York, NY 10022, (hereinafter called "S3").

Upon the sale of a Unit, Sponsor shall be entitled to a release of the Unit from the lien of S3's mortgages immediately upon receipt of payment equal to a release price set forth in the loan documents. The offering prices in Schedule A are in excess of the release prices in the loan documents.

Except for a required payment per sale stated above, S3 did not establish any terms pertaining to Sponsor's obligation to market the Units for sale, including any minimum number or percentage of Units which must be under contract before the Plan can be declared effective. Nor did S3 impose limits or requirements for Sponsor to rent rather than sell the Units under specified market conditions.

The Loan may only be paid down to the extent Sponsor sells the Units and, thus, Sponsor's decision to rent rather than sell the Units will delay the discharge of the Loan. However, such a delay will not affect Unit Owners.

6. All equipment and fixtures described in the Plan are included in the offering prices of the Residential Units.

Sponsor will provide and equip each Residential Unit with a 24" electric washer and electric dryer. Sponsor will also provide and equip each Residential Unit with a refrigerator, electric range, and dishwasher. A range and refrigerator are the appliances required to obtain a temporary certificate of occupancy for the Building.

7. The Building will have eight (8) Parking Units, i.e., open Parking Units PS1-PS4 and covered Parking Units PS5-PS8, located on the first floor of the Building.

The Parking Units will be available for purchase by Residential Unit Owners only.

The Parking Units will be sold on a "first-come, first-served" basis. Each Parking Unit will be sold by way of a deed.

The cost of Parking Units PS1, PS2, PS3, and PS4 is \$70,000.00 each payable to Sponsor at the closing. The cost of Parking Units PS5, PS6, PS7, and PS8 is \$90,000.00 each payable to Sponsor at the closing.

There is no limit on the number of Parking Units a prospective Purchaser who is a Residential Unit Owner may buy.

A Parking Unit shall be used solely for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event the Parking Unit is not used by its owners, it may be rented by its owners. Any rent of the Parking Unit to persons who are not occupants of the Building shall be for a period of not less than one week and not more than one month. The Parking Unit which has thus been rented shall be made available to the occupants of the Residential Unit, which own the Parking Unit, within thirty days after the written request therefor.

None of the Parking Units will be land-locked, i.e., prevented from ingress to and egress from a Parking Unit without the movement of motor vehicles from other Parking Units first.

Parking Units PS4 has been designated handicapped. Parking Unit PS4 will be the last Parking Unit to be sold if it has not previously been sold to Purchasers who themselves or members of their families have vehicles with handicapped plates.

The purchase of Parking Unit PS4 and its subsequent sale, transfer or hypothecation are hereby subject to the following covenant and restriction in the deed:

“In the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said Residential Unit Owner is the owner of a Parking Unit, said Residential Unit Owner has the right to demand that the Owner of Parking Unit PS4 trade the handicapped Parking Unit PS4 he or she owns with said handicapped Parking Unit Owner.

In the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and said Residential Unit Owner does not own a Parking Unit, said Residential Unit Owner has the right to demand that the Owner of Parking Unit PS4 sell it at then current, fair market value to said handicapped Parking Unit Owner. All costs and expenses entailed in the transfer of title to the Parking Units, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The Owner of Parking Unit PS4 must comply with the aforementioned demand upon thirty (30) day-notice.

If the parties cannot agree on the fair market value of Parking Unit PS4, then the parties agree to submit the matter to binding arbitration in accordance with Article XIV of the By-Laws of the Condominium. The party seeking arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall be sent by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, any manager, Unit Owner or mortgagee at such address as appears on the books of the Condominium.

Notwithstanding anything to the contrary stated in the Plan, in the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and acquires handicapped plates for his or her vehicle, said Residential Unit Owner WILL NOT HAVE the right to demand that the Owner of Parking Unit PS4 trade the handicapped Parking Unit PS4 with said handicapped Owner, IF the Owner of Parking Unit PS4 or member of his or her family, is handicapped or has already obtained handicapped plates for his or her vehicle.”

All Parking Unit Owners, including Sponsor in its role as an Unsold Parking Unit Owner, shall be responsible for the payment of common charges and/or special assessments imposed by the Condominium Board related to the Parking Units.

Sponsor has no plans to rent out the Parking Units. However, if Sponsor decides to rent the unsold Parking Units it may rent them to non-residents of the Building, for periods of not less than one week and not more than one month. All Parking Units will be made available to residents within 30 days after the written request made to Sponsor, by such residents.

8. The basic aspects of condominium ownership are these.

Each Purchaser will own his or her Unit in a manner similar in many respects to the ownership of a private home. In addition to outright ownership of his or her Unit, Purchaser will be entitled to exclusive possession of that Unit together with an interest in and right to use the Common Elements, and exclusive right to use the Limited Common Elements, if applicable.

The Common Elements are those areas of the Condominium, which are owned by all Unit Owners in common.

The Limited Common Elements are those areas of the Condominium, the use of which is restricted to a particular Unit, but which are not owned by the Owner of such Unit. Please see Schedule A for more details.

Each Unit Owner will have to pay Common Charges in accordance with the Condominium Act, Sections 339(i) and (m) of the Real Property Law of the State of New York, or applicable state and local law.

Each Unit Owner will be obligated to comply with the Declaration, the By-Laws and Rules and Regulations of the Condominium and any other requirements of the Board of Managers of the Condominium.

Each Residential Unit Owner will have the right to use his or her Unit only for a private residence and a professional home office.

Each Unit Owner will have the right to sell or lease his or her Unit, subject to the following restriction. No Unit Owner will be permitted to sell or lease his or her Unit unless and until the Unit Owner will have paid in full to the Board of Managers all unpaid Common Charges and assessments theretofore assessed by the Board of Managers against the Unit and until he will have satisfied all unpaid liens against the Unit.

Each Unit Owner will have the right to mortgage his or her Unit subject to the following restriction. No Unit Owner will be permitted to mortgage his or her Unit unless and until the Unit Owner will have paid in full to the Board of Managers all unpaid Common Charges and assessments theretofore assessed by the Board of Managers against the Unit and until he will have satisfied all unpaid liens against the Unit.

The affairs of the Condominium will be governed by the Board of Managers in accordance with the By-Laws.

The number of Managers, which will constitute the whole Board of Managers, will be five (5).

The Managers will be elected by ballot of the Unit Owners at their annual meetings.

Each Unit will be separately taxed for real estate tax purposes and may be separately mortgaged. The Unit will not be affected by any other Unit's separate obligation for real estate taxes and mortgage.

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except the painting of the exterior side of Unit entrance door), windows (except the painting and cleaning of the exterior side of windows), electrical (except the Common Elements), plumbing (except the Common Elements) and heating fixtures, air conditioning units and appliances, if any, within the Unit or belonging to the Unit Owner will be at the Unit Owner's expense, except as otherwise specifically provided in the By-Laws.

All maintenance, repairs and replacements to the Common Elements as defined in the Declaration, and the painting, decorating, maintenance and repairs of the exterior side of Unit entrance doors and windows, and the cleaning of the exterior side of windows and the replacements of the windows and Unit entrance doors will be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense will be charged to such Unit Owner.

Maintenance, repair and replacements in or to the Limited Common Elements will be performed:

- (a) by the Board of Managers as a Common Expense, if such Limited Common Element involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, all necessary waterproofing of the Limited Common Elements except as set forth below, and the repair of any leaks that are not caused by the acts or omissions of the Unit Owner, having direct and exclusive access thereto), or
- (b) the Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving non-structural ordinary maintenance, repairs or replacements, including but not limited to painting, decorating and/or maintenance, waterproofing, repair and/or replacement of decking, tile or railings and/or means of terrace or balcony access constructed or installed by or at the request of the Unit Owner, or as a result of the Unit Owner's negligence, misuse or neglect.

The Board of Managers will be required to obtain and maintain insurances specified in the Plan and the Declaration of the Condominium.

Unit Owners will not be prohibited from carrying other insurance for their own benefit, provided that all such policies will contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers will not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies will be endorsed to state that they will in no way conflict with any insurance carried by the Board of Managers.

9. The prices for the Units set forth in Schedule A are not subject to approval by the Department of Law or any other government agency. Please see Schedule A for more details.

10. The Plan delivered to prospective Purchasers contains all of the material terms of the transaction. 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 will be available for inspection at no cost and for copying at 25 cents per page to prospective Purchasers and their attorneys at the office of Sponsor's attorney, TSYNGAUZ & ASSOCIATES, P.C., having an office at 225 Broadway, Suite 2640, New York, NY 10007 for six (6) years from the date of first closing. 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 will be available for inspection at no cost and for copying at a reasonable fee at the Department of Law, having an office at 28 Liberty Street, New York, NY 10005.

11. The Units will be offered only to individuals over the age of 18 years, corporations, partnerships, associations, trustees or other legal entities that may legally own real property in the State of New York.

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

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

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

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

DEFINITIONS

The definitions set forth herein are for informational purposes and should be read in conjunction with technical definitions appearing in the Condominium Act and the Declaration and By-Laws of the Condominium, which appear in Part II of the Plan.

1. “Board of Managers” is the governing body of the Condominium, which will conduct the Condominium affairs and supervise the operation of the Property.

2. “Building” is the building, which contains the Units and portions of the Common Elements and Limited Common Elements.

3. “Common Charges” mean each Unit’s proportionate share of the Common Expenses in accordance with its Common Interest.

4. “Common Elements” mean and refer to those common elements shared by all Unit Owners, and include, without limitation, the following:

- (a) The Land on which the Building is located;
- (b) The foundations, columns, girders, beams, supports, chutes, bearing walls, those portions of the exterior walls and insulation beyond the interior exposed face of the exterior wall, those portions of the walls and partitions dividing the Units from corridors, lobbies, stairs, and other mechanical spaces located beyond the unexposed face of the dry walls enclosing the Units, or, where applicable, the subfloor and framing joists including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roof bulkhead; skylights (other than those located in the Unit), if any; roofs, halls, vestibules, corridors, lobbies, stairways, fire escapes, and entrances and exits of the Building;
- (c) The basements, cellars, gardens, utility rooms, mechanical rooms, trash compactor rooms, pump rooms, meter rooms, sprinkler rooms, boiler rooms, hot water heater rooms, mail rooms, package rooms, recreation and storage areas outside the Units;
- (d) The premises for the lodging or use of janitors and other persons employed for the operation of the Property;
- (e) The central and appurtenant installations for services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning;
- (f) The garbage compactors, elevators, escalators, tanks, pumps, motors, fans compressors, water storage tanks, vents, trash chutes, detention tanks, ducts and in general all apparatus and installations existing for common use;
- (g) The sewer pipes and drainage pipes;
- (h) The bicycle storage rooms;
- (i) The exercise room;
- (j) The water meter and electrical meters;
- (k) The condensing units, cooling towers, boiler plants; and

- (l) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

5. “Common Expenses” mean and include:

- (a) Expenses of operation of the Property; and
- (b) All sums designated Common Expenses by or pursuant to the provisions of the Condominium Act, the Declaration or the By-Laws of the Condominium.

6. “Common Interest” means the proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration.

7. “Common Profits” mean the excess of all receipts of the rents, profits and revenues from the Common Elements remaining after the deduction of the Common Expenses.

8. "Condominium Documents" mean the Declaration and the By-Laws of the condominium, as may be amended from time to time.

9. “Declaration” means the instrument by which the Property is submitted to the provisions of the Condominium Act, and as such instrument as from time to time amended, consistent with the provisions of the Condominium Act and of the By-Laws.

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

11. “Institutional Lender” means any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or regulated by the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.

12. “Limited Common Elements” means and includes the terraces and balconies appurtenant to the Residential Units in the Building.

13. “Operation of the Property” means and includes the administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

14. “Person” means a natural person, corporation, partnership, association, trustee or other legal entity.

15. “Property” means and includes the land, the Building and all other improvements thereon, located at 2518 Ocean Avenue, Brooklyn, NY 11229 and owned in fee simple absolute.

16. “Sponsor-designee” means a successor-Sponsor, which in the event of the dissolution or liquidation of Sponsor or transfer of at least twenty percent (20%) of the Units, assumes all the rights and obligations of Sponsor under the Plan and all applicable laws or regulations with respect to the Unsold Units so owned by said Sponsor-designee.

17. “Unit” means a part of the Property designated as a Residential Unit and Parking Unit.

18. “Unit Owner” means the Person or Persons owning a Unit in fee simple absolute.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

This Section is intended to outline the contemplated character of the Property and Building, but shall not be interpreted as enlarging in any manner, directly or indirectly, the obligation or liability of Sponsor as set forth in this Plan. A more detailed description and approximate two-dimensional floor plans are set forth in “Description of Property and Specifications” Section of Part II of the Plan.

The Property and Building

Sponsor is constructing the new Building on the Property pursuant to Application No. B08022562 filed with the Department of Buildings of the City of New York.

The Property consists of two (2) parcels, identified as Lots 31 and 34 in Block 7324 in the County of Kings and State of New York. Sponsor acquired them on January 10, 2024. Both lots were vacant land at the time of the acquisition by Sponsor.

The Property is located in R7A Zoning District, which permits the contemplated use as of right.

The Property is located in Flood Zone X on FEMA Map Number 3604970352F, effective on September 5, 2007. The Property is designated as an area of minimal flood hazard on the currently effective FEMA’s Flood Insurance Rate Map, i.e. the area with less than 0.2% annual risk of flood, according to FEMA’s Flood Insurance Rate Map, and which is determined to be outside the 500-year flood level. There is no mandatory flood insurance requirement for Flood Zone X. The Board of Managers may choose to purchase flood insurance at additional cost of \$2,663.00 per year.

The Building will consist of nine (9) floors, a cellar, roof, stair bulkhead, and elevator bulkhead.

The Building’s main entrance will be located along Ocean Avenue. It will provide access to the lobby of the Building, elevator, interior egress stair and all Residential Units.

The Building will have one (1) elevator, serving all levels of the Building from the cellar to the ninth floor.

The New York City Department of Environmental Protection will provide water and sewer service to the Building, the Residential Units. The Building will have a single common meter and will be billed for water consumption and sewer disposal. The cost for water consumption and sewer disposal will be the Common Expense.

Consolidated Edison Company of New York, Inc. will supply electricity to the Building. The Building will have thirty one (31) electric meters: one (1) for each Residential Unit and one (1) for the Common Elements. The cost for electricity consumption by each Residential Unit

will be separately billed to and paid by each Residential Unit. The cost for electricity consumption by the Common Elements will be the Common Expense.

The Building will not have a gas service.

The street lighting will be provided by the City of New York.

Telephone, cable and internet service will be supplied by a company chosen by each Unit Owner. The cost for said service will be separately billed to and paid by each Unit Owner.

Sponsor will provide and equip each Residential Unit with a 24" electric washer and electric dryer. Sponsor will also provide and equip each Residential Unit with a refrigerator, electric range, and dishwasher. A range and refrigerator are the appliances required to obtain a temporary certificate of occupancy for the Building.

The finished floor of the living, dining and bedrooms of each Residential Unit will be 3/4" thick select grade oak hardwood. Wood floors should be maintained in accordance with the requirements of National Wood Flooring Association available on its website at:

<https://www.woodfloors.org/maintenance.aspx>

The Building has been vacant since the date on which Sponsor submitted the Plan to the Department of Law, and will remain unoccupied until the Plan is consummated.

There are no known environmental issues with the Property.

The use of the roof of the Building as contemplated in the Plan will comply with the requirements set forth in the New York City Department of Building's Bulletin 2018-002. Pursuant to the Bulletin, the roof must be shown on a certificate of occupancy and be designed in accordance with the NYC Construction Codes. A number of people who may use the roof at the same time is limited to 200 square feet per person.

The roof of the Building was designed in accordance with 2022 New York City Building Code, Chapter 16.

The use of the roof of the Building will be limited to 17 people at the same time.

The Green Roof

The Building will have a green roof consisting of four (4) areas, located at the main roof of the Building. The size of each area of the green roof will be 197.00 square feet, 316 square feet, 508.00 square feet, and 216 square feet, respectively. The green roof will consist of the filter sheets, drainage layer, soil growing medium, light vegetation/planting, and retention trim filled with gravel. The green roof will be a Common Element. All maintenance, repair and replacement to the green roof will be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the

negligence, misuse or neglect of a Unit Owner, in which case such expense will be charged to such Unit Owner. The green roof will be planted with low-growing, hardy, drought-tolerant plants like sedums and mosses. The maintenance of the green roof will require weeding of plants and inspection of drainage layer. The green roof will not require a fertilization. The cost of maintenance of the green roof, which will include landscaping, will be approximately \$1,237.00 per year of \$1.00 per square foot. The Board of Manager may hire a landscape architect to re-design the green roof to the different aesthetic in the future.

The Easements

The Property is burdened by two reciprocal driveway easements. One easement is located to the right of the Building on the Property (hereinafter called the “Right Easement”), and another easement is located to the left of the Building on the Property (hereinafter called the “Left Easement”).

The Right Easement allowed owners of real property known as 2516 Ocean Avenue, Brooklyn, NY 11229 and identified as Lot 30 in Block 7324 (hereinafter called "Right Property") to facilitate the ingress and egress from the garage located on the Right Property to Ocean Avenue over 3 feet 8 inches in width of the Property. Similarly, it allowed owners of the Property to facilitate the ingress and egress from the rear of the Property to Ocean Avenue over 3 feet 8 inches in width of the Right Property.

The Left Easement allowed owners of real property known as 2522 Ocean Avenue, Brooklyn, NY 11229 and identified as Lot 35 in Block 7324 (hereinafter called "Left Property") to facilitate the ingress and egress from the garage located on the Left Property to Ocean Avenue over 3 feet 8 inches in width of the Property. Similarly, it allowed owners of the Property to facilitate the ingress and egress from the rear of the Property to Ocean Avenue over 3 feet 8 inches in width of the Left Property.

Sponsor will create two driveways. One driveway will be located to the right of the Building (hereinafter called the “Right Driveway”) and use the Right Easement for this purpose, and another driveway will be located to the left of the Building (hereinafter called the “Left Driveway”) and use the Left Easement for this purpose.

The Left Driveway will be a legal driveway with the width of 8 feet 8 inches, and Owners of the Parking Units will be able drive all vehicles through it. The Right Driveway will not be a legal driveway since its width will be 7 feet 6 inches, less than the legally required 8 feet in width, and Owners of the Parking Units will be able to drive only motorcycles and compact cars whose width do not exceed 6 feet through it.

The Local Law 11

New York City Local Law 11/98 "Facade Inspection Safety Program" is applicable to the Condominium. It requires that owners of buildings with six or more stories above grade have their exterior walls and appurtenances thereof inspected by a registered architect or professional engineer every five (5) years. On the fifth anniversary of an initial temporary or final certificate

of occupancy issued for the Building and every five (5) years thereafter, the Board of Managers will retain a registered architect or professional engineer who will inspect the exterior walls of the Building and appurtenances thereof, prepare a report of an inspection and file a report with the Commissioner of the New York City Department of Buildings. Each inspection by a registered architect or professional engineer to comply with New York City Local Law 11/98 will cost the Condominium the sum of \$10,000.00. The projected cost is a part of the budget of the Condominium.

The Residential Units

The Building will contain thirty (30) residential units, Residential Units 201, 202, 203, and 204, located on the second floor; Residential Units 301, 302, 303, and 304, located on the third floor; Residential Units 401, 402, 403, and 404, located on the fourth floor; Residential Units 501, 502, 503, and 504, located on the fifth floor; Residential Units 601, 602, 603, and 604, located on the sixth floor; Residential Units 701, 702, 703, and 704, located on the seventh floor; Residential Units 801, 802, and 803, located on the eighth floor; and Residential Units 901, 902, and 903, located on the ninth floor.

The dimensions of each Residential Unit and the Limited Common Elements appurtenant to each Unit are specified in Schedule A.

The horizontal physical dimensions of each Residential Unit consist of the area measured from the exterior surface of the front or rear wall of the Building to the midpoint of the unexposed face of drywall or the midpoint of the face of the concealed or exposed masonry work of the interior walls or the midpoint of the partitions separating a Residential Unit from another Residential Unit, corridors, stairs, elevator, or other mechanical spaces or any Common Elements or Limited Common Elements.

The Limited Common Elements are not included in the dimensions.

The approximate measurements are within immaterial tolerances.

The above measurements are not based from interior surfaces of interior walls. Therefore, the actual area comprising each Residential Unit is significantly less than the area listed in Schedule A.

The above measurements significantly exceed the actual usable floor area of each Residential Unit.

The Parking Units

The Building will have eight (8) Parking Units, i.e., open Parking Units PS1-PS4 and covered Parking Units PS5-PS8, located on the first floor of the Building.

The Parking Units will be available for purchase by Residential Unit Owners only.

The Parking Units will be sold on a “first-come, first-served” basis. Each Parking Unit will be sold by way of a deed.

The cost of Parking Units PS1, PS2, PS3, and PS4 is \$70,000.00 each payable to Sponsor at the closing. The cost of Parking Units PS5, PS6, PS7, and PS8 is \$90,000.00 each payable to Sponsor at the closing.

There is no limit on the number of Parking Units a prospective Purchaser who is a Residential Unit Owner may buy.

A Parking Unit shall be used solely for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event the Parking Unit is not used by its owners, it may be rented by its owners. Any rent of the Parking Unit to persons who are not occupants of the Building shall be for a period of not less than one week and not more than one month. The Parking Unit which has thus been rented shall be made available to the occupants of the Residential Unit, which own the Parking Unit, within thirty days after the written request therefor.

None of the Parking Units will be land-locked, i.e., prevented from ingress to and egress from a Parking Unit without the movement of motor vehicles from other Parking Units first.

Parking Units PS4 has been designated handicapped. Parking Unit PS4 will be the last Parking Unit to be sold if it has not previously been sold to Purchasers who themselves or members of their families have vehicles with handicapped plates.

The purchase of Parking Unit PS4 and its subsequent sale, transfer or hypothecation are hereby subject to the following covenant and restriction in the deed:

“In the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said Residential Unit Owner is the owner of a Parking Unit, said Residential Unit Owner has the right to demand that the Owner of Parking Unit PS4 trade the handicapped Parking Unit PS4 he or she owns with said handicapped Parking Unit Owner.

In the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and said Residential Unit Owner does not own a Parking Unit, said Residential Unit Owner has the right to demand that the Owner of Parking Unit PS4 sell it at then current, fair market value to said handicapped Parking Unit Owner. All costs and expenses entailed in the transfer of title to the Parking Units, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The Owner of Parking Unit PS4 must comply with the aforementioned demand upon thirty (30) day-notice.

If the parties cannot agree on the fair market value of Parking Unit PS4, then the parties agree to submit the matter to binding arbitration in accordance with Article XIV of the By-Laws of the Condominium. The party seeking arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall be sent by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, any manager, Unit Owner or mortgagee at such address as appears on the books of the Condominium.

Notwithstanding anything to the contrary stated in the Plan, in the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and acquires handicapped plates for his or her vehicle, said Residential Unit Owner WILL NOT HAVE the right to demand that the Owner of Parking Unit PS4 trade the handicapped Parking Unit PS4 with said handicapped Owner, IF the Owner of Parking Unit PS4 or member of his or her family, is handicapped or has already obtained handicapped plates for his or her vehicle.”

All Parking Unit Owners, including Sponsor in its role as an Unsold Parking Unit Owner, shall be responsible for the payment of common charges and/or special assessments imposed by the Condominium Board related to the Parking Units.

Sponsor has no plans to rent out the Parking Units. However, if Sponsor decides to rent the unsold Parking Units it may rent them to non-residents of the Building, for periods of not less than one week and not more than one month. All Parking Units will be made available to residents within 30 days after the written request made to Sponsor, by such residents.

The dimensions of each Parking Unit are specified in Schedule A.

Each Parking Unit consists of the area within its painted lines as shown on the floor plans included in Part II of the Plan.

The Limited Common Elements – Terraces and Balconies

The Building will have three (3) terraces and twenty (20) balconies.

The terraces will be the Limited Common Elements of Residential Units 201, 204, and 803.

The balconies will be the Limited Common Elements of Residential Units 301, 302, 304, 401, 402, 404, 501, 502, 504, 601, 602, 604, 701, 702, 704, 801, 802, 901, 902, and 903.

Please see Schedule A for detailed information.

The terraces and balconies may be used for social gatherings and outdoor cooking. The terraces and balconies may not be enclosed.

The terraces and balconies are uninhabitable spaces. They may not be legally used for any residential uses including bedroom, dining room, or any other use considered to be a habitable space as defined by the New York City Building Code. Their use as a living or sleeping space may result in a building code violation being issued against the Building and the imposition of fines against the Building. The Unit Owner, who caused the violation, will be obligated to remove it and pay all fines associated with the violation.

The Bicycle Storage Rooms

The Building will have two (2) bicycle storage rooms, located on the first floor of the Building. One bicycle storage room will contain ten (10) racks for ten (10) bicycles. The other bicycle storage room will contain six (6) racks for six (6) bicycles.

The bicycle storage rooms will be Common Elements of the Condominium.

Each Unit Owner will have the right to use the racks in the bicycle storage rooms on a "first-come, first-served" basis.

The bicycle storage rooms will be fully operational as of the date of commencement of the condominium operation. It is not expected that the budget and common charges will increase in the second year of the operations due to the availability of amenities.

The Board of Managers will be responsible for the costs and expenses associated with the bicycle storage area. There will be no fee associated with the use of the bicycle racks.

The Exercise Room

The Building will have one (1) exercise room, located on the first floor of the Building.

The exercise room, having an approximate size of 526.00 sq. ft. will be a Common Element of the Condominium, and will be used by all Unit Owners on a "first-come, first served" basis.

It will be equipped with free weights, medicine balls, mobility bands, flat folding weight bench, squat rack, treadmills, elliptical machine, and stationary bicycle. The maximum capacity of the exercise room is seventeen (17) people.

The exercise room will be fully operational as of the date of commencement of the condominium operation. It is not expected that the budget and common charges will increase in the second year of the operations due to the availability of amenities.

The Board of Managers will be responsible for the costs and expenses associated with the exercise room. There will be no fee associated with the use of the exercise room.

The Outdoor Recreation Area

The Building will have one (1) outdoor recreation area, located at the main roof of the Building, on the same level with the green roof.

The outdoor recreation area, having an approximate size of 299.00 sq. ft. will be a Common Element of the Condominium, and will be used by all Unit Owners on a "first-come, first served" basis.

It will be equipped with a table, chairs, and a BBQ grill. The maximum capacity of the outdoor recreation area is seventeen (17) people.

The outdoor recreation area will be operational year around.

The outdoor recreation area will be fully operational as of the date of commencement of the condominium operation. It is not expected that the budget and common charges will increase in the second year of the operations due to the availability of amenities.

The Board of Managers will be responsible for the costs and expenses associated with the outdoor recreation area. There will be no fee associated with the use of outdoor recreation area.

The Completion of Construction and Compliance with Law

The Property will be improved and the Units constructed in accordance with all applicable zoning and building laws, regulations, codes and other government requirements as well as in accordance with the plans and specifications filed with the Department of Buildings of the City of New York and identified in the Plan.

The project is governed by the Building Code of the City of New York, the Multiple Dwelling Law of the State of New York, and the Zoning Resolution of the City of New York.

Sponsor anticipates that the construction of the Building will be completed by July 31, 2025. However, Sponsor makes no representation or warranty that the Units will be completed by said date.

Sponsor is not obligated to obtain a final certificate of occupancy before the first closing. Sponsor is required to obtain a temporary certificate of occupancy before the first closing. A temporary certificate of occupancy is required for occupancy.

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 called "FCO"), covering the entire building but with only a temporary certificate of occupancy, (hereinafter called "TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are general governed by Section 301 of the Multiple Dwelling Law of the State of New York and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings, (hereinafter

called “DOB”). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirement of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to conduct unit closings when some or all units are covered by a TCO rather than an FCO. Sponsor anticipates this scenario to occur. Sponsor and its principal will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire Building. However, Sponsor and its principal make no representation or guarantee that DOB will issue the FCO within two years, which is the timeframe anticipated by the Multiple Dwelling Law for issuance of an FCO. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPAL ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of an FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principal are obligated to procure the FCO.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have an FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at:

<https://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page>

LOCATION AND AREA INFORMATION

The Property is located in the Sheepshead Bay neighborhood in Brooklyn.

It is accessible by private transportation as well as the New York City subway Q line, located approximately 0.3 miles from the Property, and B line, located approximately 0.9 miles from the Property, and the New York City bus B3, located approximately 420 feet from the Property, and buses B49 and BM3, located approximately 459 feet from the Property.

The City of New York provides water, sanitation, snow removal, and road maintenance.

The New York City Police Department's 61st Precinct, located at 2575 Coney Island, Brooklyn, NY 11223, patrols the community. The New York City Fire Department's Engine 254 / Ladder 153, located at 901 Avenue U, Brooklyn, NY 11223, and Engine 276 / Ladder 156 / Battalion 33, located at 1635 East 14th Street, Brooklyn, NY 11229, provide an emergency response in case of fire. Mount Sinai Brooklyn Hospital, located at 3201 Kings Highway, Brooklyn, NY 11234, Maimonides Midwood Community Hospital, located at 2525 Kings Highway, Brooklyn, NY 11229, and NYC Health + Hospitals / South Brooklyn Health, located at 2601 Ocean Parkway, Brooklyn, NY 11235, serve medical needs of the neighborhood.

Students living in the Condominium may be eligible to attend P.S. 255 The Barbara Reing School, located at 1866 East 17th Street, Brooklyn, NY 11229, I.S. 234 W.A. Cunningham, located at 1875 East 17th Street, Brooklyn, NY 11229, M.S. 890, located at 21 Hinckley Place, Brooklyn, NY 11218, The Leon M. Goldstein High School for the Sciences, located at 1830 Shore Boulevard, Brooklyn, NY 11235, Midwood High School, located at 2839 Bedford Avenue, Brooklyn, NY 11210, and Brooklyn College Academy, located at 350 Coney Island Avenue, Brooklyn, NY 11218, and 2900 Bedford Avenue, James Hall 1311, Brooklyn, NY 11210. Residency in the Condominium does not guarantee eligibility for any specific school.

The Property is located approximately 0.1 mile from St. Edmund's Roman Catholic Church, located at 1902 Avenue T, Brooklyn, NY 11229. The Property is located approximately 0.4 miles from Homecrest Presbyterian Church, located at 1413 Avenue T, Brooklyn, NY 11229. The Property is located approximately 0.6 miles from Brooklyn Community Christian Church, located at 2287 East 15th Street, Brooklyn, NY 11229. The Property is located approximately 0.3 miles from Shaare Shalom Congregation, located at 2021 Avenue South, Brooklyn, NY 11229. The Property is located approximately 0.5 miles from Merkaz-Hageula, located at 1911 East 16th Street, Brooklyn, NY 11229. The Property is located approximately 0.7 miles from Al Madina Mosque Islamic Center of Brooklyn, located at 1781 East 16th Street, Brooklyn, NY 11229. The Property is located approximately 0.8 miles from Tayba Islamic Center, located at 2165 Coney Island Avenue, Brooklyn, NY 11223.

The Property is located approximately 0.3 miles from Produce Market 2000, located at 2518 Avenue U, Brooklyn, NY 11229. The Property is located approximately 0.4 miles from Cherry Hill Gourmet (Ave U) Supermarket, located at 2613 Avenue U, Brooklyn, NY 11229.

The Property is located approximately 0.5 miles from Netcost Market, located at 2257 East 16th Street, Brooklyn, NY 11229.

The Property is located approximately 0.9 miles from ESSENCE Theatre-Studio and TALENTLAND Children's Performing Arts Theater, located at 2653 Coney Island Avenue, Brooklyn, NY 11223. The Property is located approximately 2.0 miles from Regal UA Sheepshead Bay Movie Theater, located at 3907 Shore Parkway, Brooklyn, NY 11235. The Property is located approximately 2.6 miles from Brooklyn Center for the Performing Arts, located at 2900 Avenue H, Brooklyn, NY 11210.

The Property is located approximately 3.7 miles from Living Torah Museum, located at 1601 41st Street, Brooklyn, NY 11218. The Property is located approximately 2.4 miles from Valentine Museum of Art, located at 1655 Flatbush Avenue, Brooklyn, NY 11210. The Property is located approximately 5.1 miles from Brooklyn Museum, located at 200 Eastern Parkway, Brooklyn, NY 11238.

The Property is located approximately 0.8 mile from Brooklyn Public Library - Homecrest Branch, located at 2525 Coney Island Avenue at Avenue V, Brooklyn, NY 11223. The Property is located approximately 0.7 mile from Brooklyn Public Library - Kings Highway Branch, located at 2115 Ocean Avenue, Brooklyn, NY 11229. The Property is located approximately 1.0 mile from Brooklyn Public Library - Kings Bay Branch, located at 3650 Nostrand Avenue (near Avenue W), Brooklyn, NY 11229.

The Property is located approximately 407 feet from Stretch Brooklyn Gym, located at 2005 Avenue U, Brooklyn, NY 11229. The Property is located approximately 0.4 miles from Fitness Gallery NY Gym, located at 1601 Gravesend Neck Road, Brooklyn, NY 11229. The Property is located approximately 0.6 miles from IRAPILATES, located at 1101 Avenue U, 2nd fl., Brooklyn, NY 11223.

The Property is located in R7A Zoning District, which permits residential use as of right. There is no landmark designation of the Property.

There are no adjoining undeveloped areas to the Property.

Neither Sponsor, nor any principals of Sponsor, own in whole or in part, or have an optional right to acquire in whole or in part, any other adjacent areas which are not fully developed.

Sponsor is not involved in any projects within one block radius of the Property. Nor does Sponsor have plans for other development projects that have been approved by the New York City Buildings Department or authority having jurisdiction that will be adjacent to or directly across the street from the Property, and impact the Condominium. Any change in this information that occurs while sales are continuing must be disclosed in an amendment within thirty (30) days after the information becomes known to Sponsor.

SCHEDULE A *
OFFERING PRICES, ALLOCATION OF COMMON INTEREST AND ESTIMATED INDIVIDUAL EXPENSES
FOR FIRST YEAR OF CONDOMINIUM OPERATION
July 1, 2026 - June 30, 2027

2518 Ocean Avenue, Brooklyn, NY 11229

Unit No.	Bedrooms/Bathrooms (1)			Approx. Size of Units in sq. ft. [habitable] (1)	Approx. Size of Limited Common Elements in sq. ft. [uninhabitable] (2)		Offering Prices (3)	% of Common Interests (4)	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes **** (6)	Projected Annual Real Estate Taxes **** (6)	Projected Monthly Carrying Charges	Projected Annual Carrying Charges
	No. of Bdrs.	No. of Bths.	No. of 1/2 Bths.		Terrace	Balcony							
201	1	1	0	679.00	103.00	None	\$645,050.00	2.93	\$527.27	\$829.19	\$9,950.34	\$1,356.47	\$16,277.58
202	1	1	0	647.00	None	None	\$614,650.00	2.79	\$502.08	\$789.57	\$9,474.89	\$1,291.65	\$15,499.82
203	1	1	0	597.00	None	None	\$567,150.00	2.58	\$464.29	\$730.14	\$8,761.73	\$1,194.43	\$14,333.16
204	1	1	0	682.00	97.00	None	\$647,900.00	2.94	\$529.07	\$832.02	\$9,984.30	\$1,361.09	\$16,333.14
301	2	2	0	856.00	None	65.00	\$813,200.00	3.69	\$664.04	\$1,044.28	\$12,531.31	\$1,708.31	\$20,499.76
302	1	1	0	628.00	None	43.00	\$596,600.00	2.71	\$487.68	\$766.93	\$9,203.21	\$1,254.61	\$15,055.38
303	1	1	0	582.00	None	None	\$552,900.00	2.51	\$451.69	\$710.33	\$8,524.01	\$1,162.02	\$13,944.28
304	2	2	0	851.00	None	27.00	\$808,450.00	3.67	\$660.44	\$1,038.62	\$12,463.39	\$1,699.05	\$20,388.65
401	2	2	0	856.00	None	65.00	\$813,200.00	3.69	\$664.04	\$1,044.28	\$12,531.31	\$1,708.31	\$20,499.76
402	1	1	0	628.00	None	43.00	\$596,600.00	2.71	\$487.68	\$766.93	\$9,203.21	\$1,254.61	\$15,055.38
403	1	1	0	582.00	None	None	\$552,900.00	2.51	\$451.69	\$710.33	\$8,524.01	\$1,162.02	\$13,944.28
404	2	2	0	851.00	None	27.00	\$808,450.00	3.67	\$660.44	\$1,038.62	\$12,463.39	\$1,699.05	\$20,388.65
501	2	2	0	856.00	None	65.00	\$813,200.00	3.69	\$664.04	\$1,044.28	\$12,531.31	\$1,708.31	\$20,499.76
502	1	1	0	628.00	None	43.00	\$596,600.00	2.71	\$487.68	\$766.93	\$9,203.21	\$1,254.61	\$15,055.38
503	1	1	0	582.00	None	None	\$552,900.00	2.51	\$451.69	\$710.33	\$8,524.01	\$1,162.02	\$13,944.28
504	2	2	0	851.00	None	27.00	\$808,450.00	3.67	\$660.44	\$1,038.62	\$12,463.39	\$1,699.05	\$20,388.65
601	2	2	0	856.00	None	65.00	\$813,200.00	3.69	\$664.04	\$1,044.28	\$12,531.31	\$1,708.31	\$20,499.76
602	1	1	0	628.00	None	43.00	\$596,600.00	2.71	\$487.68	\$766.93	\$9,203.21	\$1,254.61	\$15,055.38

SCHEDULE A *
OFFERING PRICES, ALLOCATION OF COMMON INTEREST AND ESTIMATED INDIVIDUAL EXPENSES
FOR FIRST YEAR OF CONDOMINIUM OPERATION
July 1, 2026 - June 30, 2027

2518 Ocean Avenue, Brooklyn, NY 11229

Unit No.	Bedrooms/Bathrooms (1)			Approx. Size of Units in sq. ft. [habitable] (1)	Approx. Size of Limited Common Elements in sq. ft. [uninhabitable] (2)		Offering Prices (3)	% of Common Interests (4)	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes ***** (6)	Projected Annual Real Estate Taxes ***** (6)	Projected Monthly Carrying Charges	Projected Annual Carrying Charges
	No. of Bdrs.	No. of Bths.	No. of 1/2 Bths.		Terrace	Balcony							
603	1	1	0	582.00	None	None	\$552,900.00	2.51	\$451.69	\$710.33	\$8,524.01	\$1,162.02	\$13,944.28
604	2	2	0	851.00	None	27.00	\$808,450.00	3.67	\$660.44	\$1,038.62	\$12,463.39	\$1,699.05	\$20,388.65
701	2	2	0	856.00	None	65.00	\$813,200.00	3.69	\$664.04	\$1,044.28	\$12,531.31	\$1,708.31	\$20,499.76
702	1	1	0	628.00	None	43.00	\$596,600.00	2.71	\$487.68	\$766.93	\$9,203.21	\$1,254.61	\$15,055.38
703	1	1	0	582.00	None	None	\$552,900.00	2.51	\$451.69	\$710.33	\$8,524.01	\$1,162.02	\$13,944.28
704	2	2	0	851.00	None	27.00	\$808,450.00	3.67	\$660.44	\$1,038.62	\$12,463.39	\$1,699.05	\$20,388.65
801	2	2	0	848.00	None	65.00	\$805,600.00	3.66	\$658.64	\$1,035.79	\$12,429.43	\$1,694.42	\$20,333.09
802	1	1	0	638.00	None	43.00	\$606,100.00	2.74	\$493.08	\$775.42	\$9,305.09	\$1,268.50	\$15,222.04
803	2	2	0	1,086.00	348.00	None	\$1,031,700.00	4.69	\$843.99	\$1,327.28	\$15,927.33	\$2,171.27	\$26,055.25
901	2	2	0	848.00	None	65.00	\$805,600.00	3.66	\$658.64	\$1,035.79	\$12,429.43	\$1,694.42	\$20,333.09
902	1	1	0	636.00	None	43.00	\$604,200.00	2.74	\$493.08	\$775.42	\$9,305.09	\$1,268.50	\$15,222.04
903	2	2	0	1,177.00	None	80.00	\$1,118,150.00	5.09	\$915.98	\$1,440.48	\$17,285.74	\$2,356.45	\$28,277.44
PS1**	0	0	0	153.00	None	None	\$70,000.00	0.36	\$64.78	\$125.96	\$1,511.56	\$190.75	\$2,288.97
PS2**	0	0	0	153.00	None	None	\$70,000.00	0.36	\$64.78	\$125.96	\$1,511.56	\$190.75	\$2,288.97
PS3**	0	0	0	153.00	None	None	\$70,000.00	0.36	\$64.78	\$125.96	\$1,511.56	\$190.75	\$2,288.97
PS4**	0	0	0	153.00	None	None	\$70,000.00	0.36	\$64.78	\$125.96	\$1,511.56	\$190.75	\$2,288.97
PS5**	0	0	0	153.00	None	None	\$90,000.00	0.46	\$82.78	\$160.95	\$1,931.44	\$243.73	\$2,924.80
PS6***	0	0	0	153.00	None	None	\$90,000.00	0.46	\$82.78	\$160.95	\$1,931.44	\$243.73	\$2,924.80

SCHEDULE A *
OFFERING PRICES, ALLOCATION OF COMMON INTEREST AND ESTIMATED INDIVIDUAL EXPENSES
FOR FIRST YEAR OF CONDOMINIUM OPERATION
July 1, 2026 - June 30, 2027

2518 Ocean Avenue, Brooklyn, NY 11229

Unit No.	Bedrooms/Bathrooms (1)			Approx. Size of Units in sq. ft. [habitable] (1)	Approx. Size of Limited Common Elements in sq. ft. [uninhabitable] (2)		Offering Prices (3)	% of Common Interests (4)	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes **** (6)	Projected Annual Real Estate Taxes **** (6)	Projected Monthly Carrying Charges	Projected Annual Carrying Charges
	No. of Bdrs.	No. of Bths.	No. of 1/2 Bths.		Terrace	Balcony							
PS7***	0	0	0	153.00	None	None	\$90,000.00	0.46	\$82.78	\$160.95	\$1,931.44	\$243.73	\$2,924.80
PS8***	0	0	0	153.00	None	None	\$90,000.00	0.46	\$82.78	\$160.95	\$1,931.44	\$243.73	\$2,924.80
TOTALS:							\$21,941,850.00	100.00	\$17,995.58	\$28,519.58	\$342,235.00	\$46,515.17	\$558,182.00

*Notes are on page 47.

**PS1-PS4 are the open Parking Units located on the first floor. PS4 is the ADA Parking Unit.

***PS5-PS8 are the covered Parking Units located on the first floor.

****The projected real estate taxes for the first year of condominium operation contained in Schedule A are based on an assessment of the Building after construction is complete. See Footnote 6 to Schedule A for more information.

Notes:

1. The terraces and balconies are uninhabitable spaces. They may not be legally used for any residential uses including bedroom, dining room, bedroom or living room or any other use considered to be a habitable space as defined by the New York City Building Code. Their use as a living or sleeping space may result in a building code violation being issued against the Building and the imposition of fines against the Building. The Unit Owner, who caused the violation, will be obligated to remove it and pay all fines associated with the violation.
Please see Footnote 2 to Schedule A.
2. Projected monthly carrying charges are composed of projected monthly Common Charges and real estate taxes imposed against each Unit.
3. Projected annual carrying charges are composed of projected annual Common Charges and real estate taxes imposed against each Unit.
4. The above figures are rounded off to the nearest cent.

FOOTNOTES TO SCHEDULE A

1. The number of bedrooms in the Residential Units is computed in accordance with the Multiple Dwelling Law of the State of New York and the Administrative Code of the City of New York. A bedroom is a room used for sleeping purposes. Dining bays and dinettes fifty (50) square feet or less in floor area, foyers, water-closet compartments, bathrooms, cooking spaces less than eighty (80) square feet in area, and halls, corridors and passageways entirely within the Residential Unit is not a bedroom.

The measurements in Schedule A, Column (5), pertaining to the Residential Units, are measurements of habitable spaces only.

The estimated floor area of each Residential Unit is based on the floor plans included in Part II of the Plan.

The horizontal physical dimensions of each Residential Unit consist of the area measured from the exterior surface of the front or rear wall of the Building to the midpoint of the unexposed face of drywall or the midpoint of the face of the concealed or exposed masonry work of the interior walls or the midpoint of the partitions separating a Residential Unit from another Residential Unit, corridors, stairs, elevator, or other mechanical spaces or any Common Elements or Limited Common Elements.

The Limited Common Elements are not included in the dimensions.

The approximate measurements are within immaterial tolerances.

The above measurements are not based from interior surfaces of interior walls. Therefore, the actual area comprising each Residential Unit is significantly less than the area listed in Schedule A.

The above measurements significantly exceed the actual usable floor area of each Residential Unit.

Each Parking Unit consists of the area within its painted lines as shown on the floor plans included in Part II of the Plan.

Sponsor does not intend to add additional units, which will become part of the Condominium.

2. THE TERRACES AND BALCONIES ARE UNINHABITABLE SPACES. THEY MAY NOT BE LEGALLY USED FOR ANY RESIDENTIAL USES INCLUDING BEDROOM, DINING ROOM, OR ANY OTHER USE CONSIDERED TO BE A HABITABLE SPACE AS DEFINED BY THE NEW YORK CITY BUILDING CODE. THEIR USE AS A LIVING OR SLEEPING SPACE MAY RESULT IN A BUILDING CODE VIOLATION BEING ISSUED AGAINST THE BUILDING AND THE IMPOSITION OF FINES AGAINST THE BUILDING. THE UNIT OWNER, WHO

CAUSED THE VIOLATION, WILL BE OBLIGATED TO REMOVE IT AND PAY ALL FINES ASSOCIATED WITH THE VIOLATION.

3. Prices and terms of sale, such as an assignment of the Purchase Agreement in Section 23 of the Purchase Agreement and an extension of a closing without incurring any penalties in Section 6 of the Purchase Agreement, are negotiable. 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.

The offering prices set forth in Schedule A must be changed by a filed amendment to the Plan when:

- (a) the change in price is an across the board increase or decrease affecting one or more lines of Units or Unit models, or
- (b) the change in price is to be advertised, or
- (c) the change in price is a price increase for an individual Purchaser.

Please review “Changes in Prices and Units” Section of the Plan for a detailed discussion.

At the closing of title, each Purchaser of a Unit will be required to pay certain closing costs in addition to the legal fees of such Purchaser’s counsel and the amount of any net credit in favor of Sponsor resulting from the closing adjustments described below. Such closing costs will include:

- i. the New York City and New York State real property transfer taxes;
- ii. \$3,500.00 to TSYNGAUZ & ASSOCIATES, P.C. for services rendered in connection with the preparation of the closing documents and the conduct of the closing;
- iii. \$1,500.00 to Sponsor as partial reimbursement for the cost of preparing the Plan;
- iv. working capital contribution equal to two (2) months’ Common Charges then applicable to each Unit being purchased.

Please review “Unit Closing Costs and Adjustments” Section of the Plan, which discloses and explains the additional closing costs and adjustments that Purchaser may have to pay in connection with the purchase of a Unit.

4. Each Unit will have appurtenant thereto a Common Interest as expressed in the Declaration. In accordance with Section 339-i(1)(iv) of the Real Property Law of the State of New York, the Common Interest has been allocated to each Unit upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

5. Sponsor is not offering or procuring mortgage financing. If Purchaser obtains financing, Purchaser's debt service will be an additional expense. Projected carrying charges do not include costs such as repairs to the interior of the Unit, separately metered electricity, cable television service and telephone service.

Electricity consumption by the Residential Units for the air-conditioning, heating, hot water heating, lighting, cooking and appliances are not included in the projected monthly carrying charges. Please review Schedule B-1 for approximate electricity charges for each Unit.

The Building will not have a gas service.

6. The projected real estate taxes for the first year of operation contained in Schedule A are based on a post-completion assessment of the Property.

After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units.

Sponsor anticipates that the construction will be completed by December 31, 20025.

It is anticipated that Units will be separately assessed for the 2026/2027 tax year. The anticipated date of reassessment after the construction is complete is January 5, 2026.

No real estate tax abatement benefits will be available to the Units.

Properties in New York City are divided into different classes, each treated differently under the law. The type of property one owns determines class and how property value is assessed. Tax classes each pay a different share of property tax in New York City. Tax Class 2 includes residential properties with more than three (3) units, including cooperatives and condominiums. Tax Class 4 includes commercial properties.

Upon the estimate provided by MGNY Consulting Corp., in the post-completion year of 2026/2027, the Property will be assessed at \$2,755,669.00. \$2,627,700.00 out of said \$2,755,669.00 will be attributable to the Residential Units and \$127,969.00 to the Parking Units.

The projected real estate taxes in Schedule A for the Residential Units are calculated based on these Units being in Tax Class 2, the estimated tax rate of 12.500% of their assessed value, and the post-completion assessed value of the Residential Units estimated by MGNY Consulting Corp. to be \$2,627,700.00 for the post-completion year of 2026/2027. Based on this information, the projected real estate taxes in Schedule A for the Residential Units are expected to be \$328,463.00.

The real estate taxes payable in Schedule A by the Residential Units are determined by applying said data to calculate real estate taxes against the Residential Units and then allocating the amount due in conformity with the allocation of the Adjusted Residential Percentages of Common Interest, calculated as follows:

Adjusted Residential Percentage of Common Interest of Residential Unit = (Percentage of Common Interest of Residential Unit in Schedule A * 100) / 96.72

The projected real estate taxes in Schedule A for the Parking Units are calculated based on the Parking Units being in Tax Class 4, the estimated tax rate of 10.762% of the assessed value of the Parking Units, and the post-completion assessed value of the Parking Units estimated by MGNV Consulting Corp. to be \$127,969.00 for the post-completion year of 2026/2027. Based on this information, the projected real estate taxes in Schedule A for the Parking Units are expected to be \$13,772.00.

The real estate taxes payable in Schedule A by the Parking Units are determined by applying said data to calculate real estate taxes against the Parking Units and then allocating the amount due in conformity with the allocation of the Adjusted Parking Percentages of Common Interest, calculated as follows:

Adjusted Parking Percentage of Common Interest of Parking Unit = (Percentage of Common Interest of Parking Unit in Schedule A * 100) / 3.28

The letter of MGNV Consulting Corp., dated January 14, 2025, is located on pages 125-127 of Part I of the Plan.

IN THE EVENT THERE ARE INCREASES IN THE REAL ESTATE TAX RATE OR THE UNIT'S ASSESSED VALUATION, REAL ESTATE TAXES MAY BE HIGHER THAN SET FORTH IN THE PLAN FOR THE FIRST YEAR OF OPERATION OF THE CONDOMINIUM AND IN FUTURE YEARS. HENCE, INDIVIDUAL CARRYING COSTS FOR ALL UNITS WILL ALSO BE HIGHER.

The City of New York is not bound by the allocation of the Common Interests, and may allocate on a different basis. Nor is the City bound by the estimate of the market value of the Property. All figures are estimates.

Please see "Real Estate Taxes" Section of the Plan.

THE FOREGOING SCHEDULE A IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL CARRYING CHARGES OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE CONDOMINIUM WILL BE AS SET FORTH THEREIN OR THAT SUCH CARRYING CHARGES OR EXPENSES WILL NOT VARY FROM THE AMOUNTS SHOWN IN SCHEDULE A.

SCHEDULE B**BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION****July 1, 2026 – June 30, 2027****Projected Income**

Common Charges	\$215,947.00
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Projected Expenses

Labor (1)	\$46,302.00
Gas (2)	\$0.00
Electricity (3)	\$26,932.00
Water charges and sewer rents (4)	\$38,662.00
Repairs and supplies (5)	\$2,000.00
Service contracts (6)	\$23,457.00
Insurance (7)	\$19,500.00
Management fee (8)	\$27,000.00
Legal fees and audit fees (9)	\$4,500.00
Contingency (10)	\$6,000.00
Yearly reserve fund (11)	<u>\$21,594.00</u>
TOTAL	\$215,947.00

Note: All figures are rounded to the nearest dollar.

IF THE ACTUAL OR PROJECTED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATIONS IS DELAYED MORE THAN SIX (6) MONTHS FROM THE BUDGET YEAR PROJECTED IN THE PLAN, THE PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET DISCLOSING AMENDED PROJECTIONS. IF SUCH AMENDED PROJECTIONS EXCEED THE ORIGINAL PROJECTIONS BY 25% OR MORE, ALL PURCHASERS WILL HAVE A RIGHT TO RESCIND THEIR PURCHASE AGREEMENTS WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF PRESENTATION, WHETHER OR NOT SPONSOR OFFERS TO GUARANTEE THE PREVIOUS BUDGET PROJECTION. SPONSOR WILL RETURN ANY DEPOSIT OR DOWNPAYMENT TO PURCHASERS WITHIN TEN (10) DAYS AFTER RECEIPT OF THE WRITTEN NOTICE OF RESCISSION. IN ADDITION, ALL PURCHASERS WILL HAVE A RIGHT TO RESCIND THEIR PURCHASE AGREEMENTS IF (I) THE ACTUAL DATE OF CLOSING OF TITLE TO THE FIRST RESIDENTIAL UNIT; OR (II) THE PROJECTED DATE OF CLOSING OF TITLE TO THE FIRST RESIDENTIAL UNIT OCCURS LATER THAN JUNE 30, 2027, TWELVE (12) MONTHS AFTER THE PROJECTED DATE FOR THE FIRST CLOSING. SPONSOR MAY NOT DECLARE THE PLAN EFFECTIVE WHERE THERE ARE ANY MATERIAL CHANGES TO THE BUDGET IF THESE CHANGES HAVE NOT BEEN DISCLOSED BY A DULY FILED AMENDMENT TO THE PLAN.

FOOTNOTES TO SCHEDULE B

1. Labor. Due to the size of the Building, the Condominium will employ one (1) full-time superintendent, who resides within two hundred (200) feet of the Building, in accordance with Section 27-2053 of the Administrative Code of the City of New York. The superintendent will be required to provide the following services:

- (a) cleaning and maintenance of the Common Elements of the Condominium, including the making of minor exterior repairs of the Common Elements;
- (b) the removal of garbage, refuse, ashes and wastes from the Building and placement on the street (curbside) for pickup; and
- (c) the removal of snow, ice, dirt and other matter from the sidewalk and gutter.

The budgeted figure assumes that the superintendent will work Monday thru Friday, thirty (30) hours per week at a rate of \$25.00 per hour. The hourly rates exceed a mean hourly rate of \$15.10 for superintendent as published by the United States Department of Labor, Occupational Employment Statistics.

The projected level of staffing for the Building complies with all applicable housing and labor laws.

The projected figure is based upon the superintendent not being a member of any labor union.

<u>Position</u>	<u>Yearly Base Wage Rate</u>
Full-time Superintendent	\$40,500.00
FICA – Social Security @ 6.2% of Base Wages	2,511.00
FICA – Medicare @ 1.45% of Base Wages	\$587.25
State Unemployment Insurance @ 2.5% of first \$8,500.00 of Base Wages	\$212.50
Federal Unemployment Insurance @ 8% of first \$7,000.00 of Base Wages	\$560.00
NYS Disability @ \$62 per employee	\$62.00
Worker's Compensation @ 4.46% of Base Wages	\$1,806.30
Family Leave Benefits Contribution @ 0.153% of Base Wages (max \$423.71)	<u>\$61.97</u>
Total Wages, Taxes and Benefits	\$46,301.02

The budgeted figure is based upon the estimate, dated March 17, 2025, provided by FIDY Management Inc., having an address at 227 Sea Breeze Avenue, Unit C-404, Brooklyn, NY 11224.

Repairs to the Common Elements of the Condominium (unless such repairs are a result of faulty construction by Sponsor), which go beyond that can be handled by a janitor, such as interior repairs, roofing, exterior repairs (including walls, foundations, windows, doors and

locks), heating system (fuel burner, boiler, pipes, radiators), plumbing, electrical work, exterminating, grounds maintenance (gardening and landscaping, where applicable), janitor supplies, painting of common areas, and such building services and maintenance items not included under “Repairs and Supplies” and “Service Contracts” will be performed by outside construction companies hired by either the Board of Managers of the Condominium or Managing Agent, as agent for the Board, both during and after the Sponsor control period. The costs for the repairs are not a line item in the budget. In such a case, special assessments may be imposed to pay for these costs. These repairs do not include repairs that are necessary as a result of faulty construction by Sponsor. Sponsor will remain obligated and be responsible to perform such repair.

2. Gas. The Building will not have a gas service.

3. Electricity. The budgeted figure is based upon the estimate, dated March 17, 2025, provided by FIDY Management Inc., having an address at 227 Sea Breeze Avenue, Unit C-404, Brooklyn, NY 11224. It is based on an estimated annual electrical consumption of 83,676.00 kWh for the common area lighting, fixtures, equipment and other appliances and heating, the tariff of \$0.28 per kWh, the inflation adjustment of 10% and the tax of 4.5%.

The cost for electricity consumption by the Residential Units for the air-conditioning, heating, hot water heating, lighting, cooking and appliances are not included in the projected monthly carrying charges. Please review Schedule B-1 for approximate electricity charges for each Residential Unit.

The common hallway and mechanical rooms will be heated.

4. Water charges and sewer rents. The budgeted figure is based upon the estimate, dated March 17, 2025, provided by FIDY Management Inc., having an address at 227 Sea Breeze Avenue, Unit C-404, Brooklyn, NY 11224. It is based on the estimated annual consumption of 3,066.00 HCF or 985,500.00 gallons (1 HCF = 100 cubic feet of water or 748 gallons of water) by the Residential Units and sewer rents of \$12.61 per HCF.

5. Repairs and Supplies. The Building is being newly constructed and no historical costs for repairs and maintenance are available. No amounts have been allocated for the repair of Building systems (mechanical, electrical, water, heating, air-conditioning and other systems), envelope or for other capital expenditures. The budgeted figure is the projected cost of minor interior repairs of the Common Elements and minor exterior repairs of the Common Elements (including walls, windows, doors and locks), and administrative expenses such as virtual doorman fees, telephone lines, internet service, office supplies and decor, office equipment, postage, special communications and mailings to the Unit Owners, annual meetings, and general expenses.

The budget figure is based upon the estimate, dated March 17, 2025, provided by FIDY Management Inc., having an address at 227 Sea Breeze Avenue, Unit C-404, Brooklyn, NY 11224. The budgeted figure is based on the prior experience of FIDY Management Inc. in managing similar size properties over the last five years.

6. Service Contracts. The budgeted figure represents the estimated costs for the initial year of building operations for service contracts. It should be noted that no service contracts have been entered into as of the date of the Plan. However, it is anticipated that service contracts will be entered into prior to the initial year of building operating or service contracts for the building systems shall be included from the contractors who installed them. Purchasers are advised that the projections are only estimates and include reasonable allowances for increases in costs that may arise prior to the initial year of building operations. It is anticipated that maintenance and service contracts will include:

<u>Service Provider</u>	<u>Projected Annual Cost</u>
Elevator Maintenance and Inspection	\$9,000.00
Maintenance of green roof	\$1,237.00
Sprinkler, Dry pile and backflow	\$4,000.00
Exterminating	\$1,220.00
Garbage chute	\$2,000.00
Phone Lines	\$1,000.00
Fire Alarm Maintenance	<u>\$5,000.00</u>
Total	\$23,457.00

The Building will have a green roof consisting of four (4) areas, located at the main roof of the Building. The size of each area of the green roof will be 197.00 square feet, 316 square feet, 508.00 square feet, and 216 square feet, respectively. The green roof will consist of the filter sheets, drainage layer, soil growing medium, light vegetation/planting, and retention trim filled with gravel. The green roof will be a Common Element. All maintenance, repair and replacement to the green roof will be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense will be charged to such Unit Owner. The green roof will be planted with low-growing, hardy, drought-tolerant plants like sedums and mosses. The maintenance of the green roof will require weeding of plants and inspection of drainage layer. The green roof will not require a fertilization. The cost of maintenance of the green roof, which will include landscaping, will be approximately \$1,237.00 per year of \$1.00 per square foot. The Board of Manager may hire a landscape architect to re-design the green roof to the different aesthetic in the future.

The budgeted figure is based upon the estimate, dated March 17, 2025, provided by FIDY Management Inc., having an address at 227 Sea Breeze Avenue, Unit C-404, Brooklyn, NY 11224.

7. Insurance. The projected figure is the projected cost of insurance for the Property. It is not based upon existing coverages for the Property. It is based upon coverages suggested and premiums estimated by Advanced Specialty Group, Inc., having an address at 2668 East 14th Street, Brooklyn, NY 11235, (hereinafter called the "Insurance Agent"), in the estimate, dated February 21, 2025. Although the projection is considered to be reasonable, there can be no guarantee that the estimate premium will not escalate or that such coverage will continue to be available. The insurance proposal provides for the following coverages:

Property

Building/Boiler and Machinery	\$15,000,000.00
Cause of Loss Special Form	Included
Value/Replacement Cost	Agreed Amount
Deductible	\$5,000.00
Income/Extra Expense	Actual Loss Sustained up to 12 months

General Liability

Each Occurrence (Bodily Injury/Property Damage)	\$1,000,000.00
General Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00
Water Damage Legal Liability	\$1,000,000.00

Directors & Officers Liability

Liability	\$1,000,000.00
(Deductible: \$5,000.00)	
Managing Rider Agents	Included

Umbrella

\$2,000,000.00

The projected figure includes public liability insurance, which is required prior the closing of the first Unit.

Sponsor, at the sole cost and expense of the Condominium, will cause to be delivered to the Condominium on the closing date of the first Unit, the fire, casualty and general liability policies providing the insurance described above or binders thereof, on the terms that provide:

- (1) that each Unit Owner will be 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.

In the opinion of the Insurance Agent, the amount of fire insurance is adequate, and the inclusion by the insurance company of the Agreed Amount clause avoids a co-insurance penalty.

In the opinion of the Insurance Agent, the amount of insurance is adequate to repair or replace the Building if it were totally destroyed. However, the policy does not guarantee the replacement of individual fixtures, and improvements installed by individual Unit Owners.

Purchasers are advised of the desirability of obtaining additional insurance, at their own cost and expense, to cover such risks as fire and casualty losses to Unit contents, replacements, additions, up-graded fixtures and improvements, and liability coverage for occurrences within the Unit or, where applicable, on the Limited Common Elements appurtenant to the Units.

The Property is located in Flood Zone X on FEMA Map Number 3604970352F, effective on September 5, 2007. The Property is designated as an area of minimal flood hazard on the currently effective FEMA's Flood Insurance Rate Map, i.e. the area with less than 0.2% annual risk of flood, according to FEMA's Flood Insurance Rate Map, and which is determined to be outside the 500-year flood level. There is no mandatory flood insurance requirement for Flood Zone X. The Board of Managers may choose to purchase flood insurance at additional cost of \$2,663.00 per year.

8. Management fees. The budgeted figure is based upon the estimated, dated March 17, 2025, annual cost for management services. At or prior to the first closing, Sponsor expects the Board of Managers to enter into a written agreement with FIDY Management Inc., having an address at 227 Sea Breeze Avenue, Unit C-404, Brooklyn, NY 11224, (hereinafter called "FDNY"), a real estate management firm. FDNY will receive an annual fee for the initial year of operations of \$27,000.00 payable in equal monthly installments. The management fee for the initial year of building operations is based on prevailing rates for similar services for similar types of buildings.

Managing Agent and Sponsor are not affiliated.

After the second year of condominium operations, the Condominium may choose to enter into a contract with another managing agent. If so, the Common Charges may need to be increased.

9. Legal fees and audit fees. Based upon the quote, dated February 18, 2025, from Eco-Tax, Inc., having an address at 3121 Ocean Avenue, Suite 303, Brooklyn, NY 11235, \$1,500.00 of the budgeted item will be used for preparation of certified financial statements of the Condominium for the first year of operation, which will be audited to comply with regulations. The balance of the budgeted figure, \$3,000.00, anticipates legal services during the first year of operation, but would be insufficient to cover any substantial litigation. Said legal services will include the drafting of board meeting minutes and general advice to members of the board in connection with affairs of the Condominium. Legal fees are based upon the quote, dated February 20, 2025, from Tsyngauz & Associates, P.C., having an address at 225 Broadway, Suite 2640, New York, NY 10007. The Board of Managers of the Condominium will decide in the future which attorney to hire.

10. Contingency. The budgeted figure is to provide a fund for unanticipated operating expenses during the initial year of building operations. Contingency is different from a reserve fund, which will be used only for capital expenditures.

11. Yearly Reserve Fund. The Condominium will have a reserve fund for capital expenditures only. Please see Article II, Section 2 of the By-Laws.

It will be equal to 10% of the projected annual budget of the Condominium. The yearly reserve fund will be sufficient to pay for major capital repairs or replacement items likely to be

needed within the first five years of operation following the first closing under the Plan. When established, the Reserve Fund will not have any funds.

Sponsor will not make an initial contribution to the reserve fund, and the reserve fund will be funded by common charges. Please see “Reserve Fund” Section of the Plan.

SCHEDULE B-1

**BUDGET FOR INDIVIDUAL ENERGY COSTS FOR
FIRST YEAR OF CONDOMINIUM OPERATION**

July 1, 2026 – June 30, 2027

Below are projected costs for electricity consumption by the Residential Units for the air-conditioning, heating, hot water heating, lighting, cooking and appliances, which will be separately billed to and paid by the Residential Units. They are based upon estimates, dated March 17, 2025, provided by FIDY Management Inc., having an address at 227 Sea Breeze Avenue, Unit C-404, Brooklyn, NY 11224. The project costs are based on the tariff of \$0.28 per kWh, the inflation adjustment of 10% and the tax of 4.5%.

Unit	kWh/ year	Price per kWh	Annual Projected Costs	Inflation @ 10.00%	Tax @ 4.5%	Total Annual Projected Costs
201	19,578.61	\$0.28	\$5,482.01	\$548.20	\$271.36	\$6,301.57
202	19,030.21	\$0.28	\$5,328.46	\$532.85	\$263.76	\$6,125.06
203	18,760.04	\$0.28	\$5,252.81	\$525.28	\$260.01	\$6,038.11
204	19,578.61	\$0.28	\$5,482.01	\$548.20	\$271.36	\$6,301.57
301	24,410.71	\$0.28	\$6,835.00	\$683.50	\$338.33	\$7,856.83
302	19,998.36	\$0.28	\$5,599.54	\$559.95	\$277.18	\$6,436.67
303	18,760.04	\$0.28	\$5,252.81	\$525.28	\$260.01	\$6,038.11
304	24,325.00	\$0.28	\$6,811.00	\$681.10	\$337.14	\$7,829.24
401	24,410.71	\$0.28	\$6,835.00	\$683.50	\$338.33	\$7,856.83
402	19,998.36	\$0.28	\$5,599.54	\$559.95	\$277.18	\$6,436.67
403	18,760.04	\$0.28	\$5,252.81	\$525.28	\$260.01	\$6,038.11
404	24,325.00	\$0.28	\$6,811.00	\$681.10	\$337.14	\$7,829.24
501	24,410.71	\$0.28	\$6,835.00	\$683.50	\$338.33	\$7,856.83

Unit	kWh/ year	Price per kWh	Annual Projected Costs	Inflation @ 10.00%	Tax @ 4.5%	Total Annual Projected Costs
502	19,998.36	\$0.28	\$5,599.54	\$559.95	\$277.18	\$6,436.67
503	18,760.04	\$0.28	\$5,252.81	\$525.28	\$260.01	\$6,038.11
504	24,325.00	\$0.28	\$6,811.00	\$681.10	\$337.14	\$7,829.24
601	24,410.71	\$0.28	\$6,835.00	\$683.50	\$338.33	\$7,856.83
602	19,998.36	\$0.28	\$5,599.54	\$559.95	\$277.18	\$6,436.67
603	18,760.04	\$0.28	\$5,252.81	\$525.28	\$260.01	\$6,038.11
604	24,325.00	\$0.28	\$6,811.00	\$681.10	\$337.14	\$7,829.24
701	24,410.71	\$0.28	\$6,835.00	\$683.50	\$338.33	\$7,856.83
702	19,998.36	\$0.28	\$5,599.54	\$559.95	\$277.18	\$6,436.67
703	18,760.04	\$0.28	\$5,252.81	\$525.28	\$260.01	\$6,038.11
704	24,325.00	\$0.28	\$6,811.00	\$681.10	\$337.14	\$7,829.24
801	24,325.00	\$0.28	\$6,811.00	\$681.10	\$337.14	\$7,829.24
802	20,360.46	\$0.28	\$5,700.93	\$570.09	\$282.20	\$6,553.22
803	28,352.32	\$0.28	\$7,938.65	\$793.87	\$392.96	\$9,125.48
901	24,325.00	\$0.28	\$6,811.00	\$681.10	\$337.14	\$7,829.24
902	20,360.46	\$0.28	\$5,700.93	\$570.09	\$282.20	\$6,553.22
903	29,911.82	\$0.28	\$8,375.31	\$837.53	\$414.58	\$9,627.42

The Building will not have a gas service.

TSYNGAUZ & ASSOCIATES, P.C.

225 Broadway, Suite 2640

New York, NY 10007

(212) 337-9770

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

March 18, 2025

Real Estate Finance Bureau
New York State Department of Law
28 Liberty Street
New York, NY 10005

Re: 2518 Ocean Avenue Condominium
2518 Ocean Avenue
Brooklyn, NY 11229

Dear Sir/Madam:

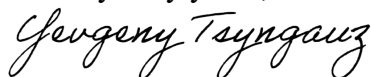
I am the attorney for the sponsor and I have had over 14 years of experience in preparing contracts of sale and closing title to condominium units and as such have requisite experience to prepare this opinion letter. I am not the selling agent or managing agent for the above-referenced property.

I have reviewed the pertinent data with respect to the fair value of the units and other pertinent information with respect to the units. Based on these factors, and the annexed letter of Yana Izmaylov, the allocation of common interest is being made pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York, which provides that such interest shall be:

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

I certify that I am not owned or controlled by and have no beneficial interest in the sponsor.

Very truly yours,


Yevgeny Tsyngauz



COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

February 18, 2025

Michael Shapiro
2518 Ocean Ave Tower LLC
1694 McDonald Avenue
Brooklyn, NY 11230

Re: 2518 Ocean Avenue Condominium
2518 Ocean Avenue
Brooklyn, NY 11229

Dear Mr. Shapiro:

You have requested an opinion from me with regards to your allocation of common interest to units in the above-referenced condominium pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York. You have informed me that the factual basis of calculating the percentage of shared common interest allocated to each Unit consists of the floor space, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

Based on my review of the foregoing factors, I have concluded that the proposed allocation of common interest to individual units is in compliance with Section 339-i(1)(iv) of the Real Property Law of the State of New York.

I am familiar with prices, practices and procedures in the area of this condominium. I am the principal of FIDY Management Inc. FIDY Management Inc. is a management company. FIDY Management Inc. has managed seventeen (17) residential and mixed-use buildings in Brooklyn since its formation in 2015. I am not, in any way, associated with you or any other participants in this project, and have no beneficial interest in your business, or in profitability of the project. This is an opinion only as to the relative value of each unit in relation to the value of the project as a whole; is strictly based on the information provided to me in such reasonable inquiries as to the validity thereof as I deemed appropriate under the circumstances; and is not intended as a guarantee of the actual value of any individual unit. I consent to the inclusion of this letter in your offering plan.

Very truly yours,


Yana Izmaylov

CHANGES IN PRICES AND UNITS

Changes in Prices

The offering prices set forth in Schedule A must be changed by a filed amendment to the Plan when:

- (a) the change in price is an across the board increase or decrease affecting one or more lines of Units or Unit models, or
- (b) the change in price is to be advertised, or
- (c) the change in price is a price increase for an individual Purchaser.

Prices and specified terms of sale are negotiable and 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.

Changes in Units

Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if a Purchase Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default.

Unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements.

No change will be made in the size or number of Units and/or their respective percentages 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, when applicable, to the Declaration.

Substitutions may be made as long as such substitutions are of “equal or better quality”, which shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

For purposes of this Section, with regard to the size of a Unit, a decrease in a Unit’s area of five percent (5%) or less will not affect Purchaser’s obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that a Unit’s size that is diminished by five percent (5%) or less is not material. A decrease in a Unit’s area of five percent (5%) or less could be considered material and will trigger the right of rescission.

For any Unit owned by Sponsor or Sponsor-designees, if not prohibited by the Condominium Act, Sponsor or Sponsor-designees shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to:

- (a) make alterations, additions, or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon the Unit;
- (b) change the layout or number of rooms in the Unit;
- (c) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and
- (d) reapportion among such Unit(s) affected by such change in size or number, subdivision, combination or alteration, their appurtenant interests in the Common Elements; provided, however, that Sponsor or Sponsor-designees shall comply with all rules, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. If Sponsor reapportions the Common Elements to be included in the Unsold Units, Sponsor must obtain consent from the affected Unit Owners.

Sponsor's rights are subject to the above restrictions.

INTERIM LEASE

Sponsor will not rent Residential Units before the consummation of the Plan other than to Purchasers for their contracted Units in accordance with the terms set forth in this Section.

Purchaser does not have the right to take possession of the Residential Unit prior to the closing without the prior written consent of Sponsor, which consent may be withheld for any reason or for no reason. Sponsor's refusal to consent to a pre-closing possession will not entitle Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor.

If Sponsor permits Purchaser to take a pre-closing possession of the Unit, the parties will execute the Interim Lease in the form set forth on pages 249-252 in Part II of the Plan.

[A] Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke, and [B] use of battery-operated devices that heat a liquid, gel, herb or other substance and produces vapor for people to inhale are not permitted:

- [i] inside of the Units;
- [ii] anywhere in the Limited Common Elements of the Units;
- [iii] anywhere inside of the Building;
- [iv] outdoor Common Elements, including play areas, rooftops, courtyards, patios, porches or yards; and
- [v] outdoors within 15 feet of entrances, exits, windows, and air intake units in the Building.

This prohibition is included in Rule 28 of the Rules and Regulations of the Condominium.

The Interim Lease will not establish a landlord-tenant relationship between Sponsor and Purchaser.

Pursuant to the Interim Lease, Purchaser will be required to pay to Sponsor a monthly fee commencing on the possession date, through and including the date of the closing, which fee will be determined by Sponsor and Purchaser before the execution of the Agreement. Purchaser will also be responsible for all utilities as of the date of possession until the closing or return of possession to Sponsor.

Once Purchaser takes possession of the Unit, Purchaser will assume risk of loss from fire or other casualty not covered by insurance.

A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. A person who takes possession prior to the closing pursuant to the Interim Lease assumes the risk of losses not covered by insurance.

An uncured default under the Purchase Agreement will be a default under the Interim Lease. An uncured default under the Interim Lease will be a default under the Purchase Agreement. Before Sponsor may utilize the default under the Interim Lease to declare a default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit.

Purchaser will have thirty (30) days to vacate the Unit after a default under the Purchase Agreement or rescission of the Purchase Agreement by Purchaser. Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared.

No rent protections laws are applicable to the Interim Lease.

Sponsor represents that 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.

PROCEDURE TO PURCHASE

When a prospective Purchaser has decided to purchase a Unit, Purchaser will execute the Purchase Agreement substantially in the form set forth in Part II of the Plan and return four (4) copies thereof with the deposit check to Sponsor's attorney, TSYNGAUZ & ASSOCIATES, P.C., having an address at 225 Broadway, Suite 2640, New York, NY 10007. Purchaser will be afforded at least three (3) business days to review the Plan and all filed amendments prior to executing a Purchase Agreement. The Purchase Agreement will not be binding on Sponsor until a fully executed counterpart hereof has been sent out to Purchaser or Purchaser's attorney.

Among the important provisions of the Purchase Agreement are the following:

1. Deposit.

The required deposit will be 10% of the purchase price. However, such deposit may be increased for any upgrades, extras, special or custom work in the Unit ordered by Purchaser and itemized in the Purchase Agreement. Such deposit may also be decreased as an accommodation to Purchaser, but in no case will deposit be less than \$5,000.00.

Within thirty (30) days after delivery by Purchaser of an executed Purchase Agreement, together with the required deposit, Sponsor will either:

- (a) accept the Purchase Agreement and cause to be returned to Purchaser the fully executed counterpart thereof, or
- (b) reject the Purchase Agreement offer and refund the deposit tendered.

If Sponsor takes no action within said thirty (30) day period, the Purchase Agreement shall be deemed null and void and Purchaser's deposit will be refunded.

Any deposits made for upgrades, extras, special or custom work shall be initially deposited into the Escrow Account, (hereinafter defined). However, such funds may be released from the Escrow Account in accordance with the terms of the Purchase Agreement as long as Sponsor uses the funds for such upgrades, extras, special or custom work. In the event Purchaser is entitled to a rescission, other than in the event of an abandonment of the Plan by Sponsor, Purchaser will not receive a refund of any funds used for any upgrades, extras, special or custom work in the Unit ordered by Purchaser if such funds have been expended for such upgrades, extras, special or custom work. In the event the Plan is abandoned, the deposit and all funds paid by Purchaser for any upgrades, extras, special or custom work in the Unit ordered by Purchaser shall be refunded to Purchaser within five (5) days of abandonment.

2. Escrow.

Sponsor shall comply with the escrow and trust requirements of Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York.

All deposits, down payments, or advances made by Purchasers prior to the closing of each individual transaction shall be held pursuant to a Purchase Agreement.

Escrow Agent:

The law firm of TSYNGAUZ & ASSOCIATES, P.C., having an address at 225 Broadway, Suite 2640, New York, NY 10007 and telephone number (212) 337-9770, shall serve as escrow agent, (hereinafter called "Escrow Agent"), for Sponsor and Purchaser. Escrow Agent has designated Yevgeny Tsyngauz and Mikhail Litt to serve as signatories. All designated signatories are admitted to practice law in the State of New York. Neither Escrow Agent nor any authorized signatories on the account are Sponsor, Selling Agent, Managing Agent or any principal thereof, or has any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at Capital One, N.A., having an address at 6521 18th Avenue, Brooklyn, NY 11204, a bank authorized to do business in the State of New York. The escrow account is entitled "TSYNGAUZ & ASSOCIATES, P.C., Escrow Account, IOLA", (hereinafter called the "Escrow 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. If Purchaser has accounts at the same bank as the Sponsor's account that holds escrowed funds, Purchaser's funds at the escrow bank factor into the \$250,000.00 FDIC insurance limit.

The Escrow Account is a non-interest bearing account established pursuant to Section 497(4)(a) of the Judiciary Law of the State of New York. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

All deposits received from Purchaser prior to the closing shall be in the form of checks and shall be made payable directly to the order of "TSYNGAUZ & ASSOCIATES, P.C., as Escrow Agent". Any check payable to, or endorsed other than as required hereby, and which cannot be deposited in the Escrow Account shall be returned to Purchaser promptly, but in no event more than five (5) business days following receipt of such check by the Escrow Agent. In the event of such a return of the deposit, the check shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of the Purchase Agreement.

The Purchase Agreement:

The Purchase Agreement is set forth in Part II of the Plan. The relevant escrow provisions are included in Section 5 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser:

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

The Escrow Agent is obligated to send notice to Purchasers once the deposit is placed in the Escrow Account. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the deposit, Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and the deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the Department of Law of the State of New York Real Estate Finance Bureau, 28 Liberty Street, New York, NY 10005, (hereinafter called the "Department of Law"). Rescission shall not be afforded where proof satisfactory to the Department of Law is submitted establishing that the deposit was timely placed in the Escrow Account in accordance with the Department of Law's regulations concerning the deposit and requisite notice was timely mailed to Purchaser.

Release of Funds:

All deposits, except for advances made for upgrades, extras, special or custom work received in connection with the Purchase Agreement, are and shall continue to be Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, as per Section 352-h of the General Business Law of the State of New York. Advances for upgrades cease to be Purchaser's money when the funds are used in commission of the upgraded work.

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

Escrow Agent shall release the deposit if so directed:

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

If Escrow Agent is not directed to release the deposit pursuant to paragraphs (a) through (c) above, and Escrow Agent receives a request by either party to release the deposit, then the Escrow Agent must give both 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 parties informing them of said release. If Escrow Agent receives a written notice from either party 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 paragraphs (a) through (c) 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 Kings County and shall give written notice to both parties of such deposit.

Sponsor shall not object to the release of the deposit to:

- (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.

Waiver Void:

Any provision of the Purchase Agreement or separate agreement, whether oral or in writing, by which Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any deposit in trust is absolutely void. The provisions of applicable regulations of the Department of Law and Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

General:

Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with the Purchase Agreement or the performance or non-performance of Escrow Agent's duties under the Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in the Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity 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.

Escrow Agent shall have the right to represent Sponsor in any lawsuit arising out of the Plan and the Purchase Agreement. Sponsor will compensate Escrow Agent for acting as Sponsor's attorney.

Escrow Agent shall have the right to represent Sponsor in any lawsuit arising out of the Plan and the Purchase Agreement. Sponsor will compensate Escrow Agent for acting as Sponsor's attorney. Escrow Agent owes a fiduciary duty to the Purchaser as the depositor of the funds.

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

Upon 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 Department of Law of such transfer.

Before the funds are transferred to a new escrow account, or if 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. The full disclosure with respect to any account will be the same as was provided in the Purchase Agreement.

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to Section 352-h of the General Business Law of the State of New York to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the plan does not relieve Sponsor of its obligations pursuant to Section 352-h of the General Business Law of the State of New York. Funds from the escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of Sponsor or the Escrow Agent upon any bankruptcy, incapacity or death.

3. Compliance with Section of 71-a(3) of the Lien Law of the State of New York.

The Plan and the Purchase Agreement comply with Section of 71-a(3) of the Lien Law of the State of New York and any other applicable provisions of law, which require that the Purchaser's deposit under the Purchase Agreement, at Purchaser's option, be deposited within five (5) business days thereafter by Escrow Agent in an interest bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in the New York State. The deposit, together with the interest accumulated thereon, shall remain the property of the Purchaser, except as otherwise provided herein. Escrow Agent is obligated to advise the Purchaser in writing of the name of the depository where the funds have been placed within ten (10) business days after the deposit has been made.

The deposit shall be retained in the Escrow Account until (i) the Sponsor's performance of the terms of the Purchase Agreement, or (ii) default of the Purchaser excusing the Sponsor's performance of the terms of the Purchase Agreement, or (iii) release or discharge of the Sponsor's liability to refund the deposit to the Purchaser, or (iv) upon transfer of title of the Unit to the Purchaser.

4. **Default of Purchaser.**

TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the balance of the purchase price and to pay, perform or comply with Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default defined in the Purchase Agreement, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel the Purchase Agreement. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the written notice of cancellation to cure the specified default.

If the default is not cured within such thirty (30) days, **TIME BEING OF THE ESSENCE**, then the Purchase Agreement will be deemed cancelled, and Sponsor will have the right to retain the deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages. Upon the cancellation of the Purchase Agreement, 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 liability under the Purchase Agreement and the Plan, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

Sponsor shall not seek the remedy of specific performance in connection with the Purchase Agreement.

Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared.

TIME IS OF THE ESSENCE means that Purchasers must perform their obligations under the Purchase Agreement at the time certain regardless of whether they are sick, disabled, or cannot attend the closing for any other reason.

After the Plan has been declared effective, Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice to each Purchaser stating the date of the first closing and setting such Purchaser's closing date no less than thirty (30) days before the date set for the closing of the Units. The notice will comply with 13 NYCRR §20.1(d)(1).

Provided Sponsor is ready, willing and able to close title in accordance with the Purchaser Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled closing:

- (a) the closing apportionments described in the Purchase Agreement will be made as of midnight of the day preceding the originally scheduled closing, regardless of when the actual closing occurs, and
- (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the purchase price

for each day starting from and including the originally scheduled closing to and including the day before the actual closing. The interest rate charged will not exceed maximum legal usury limits.

In the event that Sponsor is the prevailing party in an action in which Sponsor is defending its rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing Sponsor's rights or Purchaser's obligations under the Purchase Agreement, Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in such dispute.

There is a reciprocal provision for Sponsor to reimburse a Purchaser for any legal fees incurred if Purchaser is the prevailing party in an action in which it defends its rights under the Purchase Agreement.

5. Financing Contingency.

Purchaser's obligation to purchase a Unit is contingent upon issuance, on or before forty-five (45) days after a fully executed copy of the Purchase Agreement is given to Purchaser or Purchaser's attorney, (hereinafter called the "Commitment Date"), of a written commitment from an institutional lender, (hereinafter called the "Institutional Lender").

Under New York law, when a mortgage commitment is not fulfilled through no fault of a purchaser, performance is excused. Sponsor may not condition purchaser's obligations upon obtaining a commitment. Therefore, if the purchaser acts in good faith and the lender revokes the loan commitment after the contingency period expires, performance is excused, and the sponsor must grant to such purchaser the right of rescission and a reasonable period of time to exercise such right. If the financing commitment lapses or expires prior to closing, and the purchaser has made a good faith effort to extend the commitment, sponsor must grant to such purchaser the right of rescission and a reasonable period of time to exercise the right.

Purchaser shall (i) make prompt application to the Institutional Lender, for such mortgage loan within five (5) days after the fully executed copy of the Purchase Agreement is given to Purchaser or Purchaser's attorney, (ii) furnish to the Institutional Lender accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with the Institutional Lender. **IF PURCHASER FAILS TO COMPLY WITH THESE OBLIGATIONS, PURCHASER SHALL BE DEEMED TO HAVE WAIVED PURCHASER'S RIGHT TO CANCEL THE PURCHASE AGREEMENT AND TO RECEIVE A REFUND OF THE DEPOSIT BY REASON OF THE CONTINGENCY.**

If the Institutional Lender denies Purchaser's application in writing prior to the Commitment Date or if no Commitment is issued by the Institutional Lender on or before the Commitment Date, then, provided that Purchaser has complied with all his obligations set forth in the preceding paragraph, Purchaser will have the right of rescission until midnight of the

fifteenth day following the Commitment Date. Purchaser or Purchaser's attorney must either [i] personally deliver a written notice of rescission to Sponsor's attorney prior to midnight of said fifteenth day, [ii] mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor's attorney, so that mailing is post-marked by post-office prior to midnight of said fifteenth day, or [iii] send the notice of rescission to Sponsor's attorney by an email set forth in the Purchase Agreement, prior to midnight of said fifteenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive a refund of the deposit by reason of the contingency.

If a Commitment was issued but it lapsed or expired prior to the closing, Purchaser will make a good faith effort to extend the Commitment and pay all required costs, fees and expenses to extend the Commitment up to the closing. In no event whatsoever will Sponsor be liable for any costs, fees or expenses relating to the extension of the Commitment, even if the lapse or expiration of the Commitment resulted from a delay in the closing caused by Sponsor.

However, if a Commitment was issued but it lapsed or expired prior to the closing, and Purchaser has made a good faith effort to extend the Commitment, but the Institutional Lender nevertheless refused or failed to extend the Commitment, Purchaser will have the right of rescission until midnight of the fifteenth day following notice from the Institutional Lender of its failure or refusal to extend the Commitment. Purchaser or Purchaser's attorney must either [i] personally deliver a written notice of rescission to Sponsor's attorney prior to midnight of said fifteenth day, [ii] mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor's attorney, so that mailing is post-marked by post-office prior to midnight of said fifteenth day, or [iii] send the notice of rescission to Sponsor's attorney by an email set forth in the Purchase Agreement, prior to midnight of said fifteenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive a refund of the deposit by reason of the contingency.

If Purchaser acts in good faith and the Institutional Lender revokes a Commitment after the Commitment Date, Purchaser will have the right of rescission until midnight of the fifteenth day following notice from the Institutional Lender of its revocation of the Commitment. Purchaser or Purchaser's attorney must either [i] personally deliver a written notice of rescission to Sponsor's attorney prior to midnight of said fifteenth day, [ii] mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor's attorney, so that mailing is post-marked by post-office prior to midnight of said fifteenth day, or [iii] send the notice of rescission to Sponsor's attorney by an email set forth in the Purchase Agreement, prior to midnight of said fifteenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive a refund of the deposit by reason of the contingency.

If a Commitment was issued but its terms were not materially and adversely changed prior to the closing, Purchaser shall nevertheless be required to purchase a Unit.

Purchasers are directed to Section 29 of the Purchase Agreement for a detailed explanation of the terms of the contingency.

If Purchaser does not want financing contingency, Purchaser may delete Section 29 of the Purchase Agreement at the time of its execution. If Purchaser deletes the financing contingency, the obligations of Purchaser under a Purchase Agreement are not conditioned on obtaining financing. 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. Purchaser who requires financing is advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by Sponsor as to the availability or cost of such financing.

6. Closing of Title.

After the Plan has been declared effective 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. The closing date will be no earlier than thirty (30) days after the giving of the notice. The notice will comply with 13 NYCRR §20.1(d)(1). However, Purchaser may waive this thirty (30) day requirement in the Purchase Agreement if a firm closing date is set forth in the Purchase Agreement, and such date is within thirty (30) days of the execution of the Purchase Agreement.

Sponsor anticipates that the first closing of a Residential Unit will occur by July 1, 2026. Purchasers will be offered the right of rescission if: (i) the actual date of closing of title to the first Residential Unit; or (ii) the projected date of closing of title to the first Residential Unit occurs later than June 30, 2027, twelve (12) months after the projected date for the first Residential Unit closing. If the Plan is amended to provide for a later projected date for the first Residential Unit closing, Purchasers will be entitled to an offer of rescission if the first Residential Unit closing occurs more than twelve (12) months beyond that amended, later day. Purchasers who enter into a Purchase Agreement after the Plan has been amended to provide for a later date would be entitled to an offer of rescission if the first Unit closing occurs more than twelve (12) months beyond that amended, later day.

However, if the first Residential Unit closing occurs before June 30, 2027, Sponsor may schedule the closings of title to other Units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, 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 within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain.

Purchasers should note that even if the first Residential Unit 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 pursuing completion of construction and the issuance of

a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to the right of rescission or to make claims against 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.**

7. Rescission of the Purchase Agreement.

If (i) the actual date of closing of title to the first Residential Unit, or (ii) the projected date of closing of title to the first Residential Unit occurs later than June 30, 2027, twelve (12) months after the projected date for the first Residential Unit closing, Sponsor will offer all Purchasers the right of rescission until midnight of the fifteenth day following receipt of Sponsor's offer to rescind. If the Plan is amended to provide for a later projected date for the first closing, and the first Residential Unit closing occurs more than twelve (12) months beyond that amended, later date, Sponsor will also offer all Purchasers the right of rescission until midnight of the fifteenth day following receipt of Sponsor's offer to rescind. Purchaser or Purchaser's attorney must either [i] personally deliver a written notice of rescission to Sponsor's attorney prior to midnight of said fifteenth day, [ii] mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor's attorney, so that mailing is post-marked by post-office prior to midnight of said fifteenth day, or [iii] send the notice of rescission to Sponsor's attorney by an email set forth in the Purchase Agreement, prior to midnight of said fifteenth day.

If the actual or projected date of the commencement of the first year condominium operations is delayed by more than six (6) months from the budget year projected in the Plan, Sponsor will amend the Plan to include a revised budget disclosing amended projections. If such amended projections exceed the original projections by 25% or more, Sponsor will offer all Purchasers the right of rescission until midnight of the fifteenth day following receipt of Sponsor's offer to rescind. Purchaser or Purchaser's attorney must either [i] personally deliver a written notice of rescission to Sponsor's attorney prior to midnight of said fifteenth day, [ii] mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor's attorney, so that mailing is post-marked by post-office prior to midnight of said fifteenth day, or [iii] send the notice of rescission to Sponsor's attorney by an email set forth in the Purchase Agreement, prior to midnight of said fifteenth day.

Purchaser have also a right to rescind the Purchase Agreement if financing contingency contained in Section 29 thereof is not satisfied. Purchasers are directed to Section 29 of the Purchase Agreement for a detailed explanation of the terms of the contingency.

Purchaser shall have also a right to rescind the Purchase Agreement if a mortgage commitment is not fulfilled through no fault of Purchaser. Purchasers are directed to Paragraph 9 "Financing Contingency" below and Section 29 of the Purchase Agreement for a detailed explanation of the terms of the contingency.

8. Power of Attorney.

At the closing of his or her Unit, Purchaser will execute and deliver to the Selling Agent or Sponsor a power of attorney to the Board of Managers in the form set forth in Part II of the Plan. The power of attorney will be executed and acknowledged by Purchaser in proper statutory form for recording. If Purchaser refuses to execute the power of attorney to the Board of Managers and deliver it to the Selling Agent or Sponsor at the closing of his or her Unit, Purchaser will be in a default under the Purchase Agreement and Sponsor will have the right to retain the deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages.

9. Risk of Loss.

Prior to the first closing, the entire Building will be insured by Sponsor. After the first closing, the entire Building will be insured by the Condominium.

A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. A person who takes possession prior to the closing pursuant to the Interim Lease assumes the risk of losses not covered by insurance.

Risk of loss from fire or other casualty remains with Sponsor until legal title to the Unit has been conveyed to Purchaser, unless Purchaser, with the prior written consent of Sponsor, takes possession of the Unit before the closing pursuant to an interim lease, if any. In such a case, Purchaser will assume risk of loss not covered by insurance.

Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, Sponsor shall notify Purchaser within sixty (60) days of the damage to the Unit and repair the damage within ninety (90) days of the notice. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and all monies paid on account of the purchase price, including any deposits made for upgrades, extras, special or custom work ordered by Purchaser, shall be returned to Purchaser within ten (10) days of Sponsor's notification to Purchaser that it does not elect to repair or restore the Unit or Unit Owners' notification that they do not intend to repair or restore the Unit pursuant to the By-Laws, whichever is sooner. Upon such return, 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 liability under the Purchase Agreement and the Plan.

An interim lessee should confer with an insurance adviser regarding property and liability insurance.

10. Conflicts.

In the event of any inconsistency or conflict between the provisions of the Purchase Agreement and the Plan, the provisions of the Plan will govern and be binding.

11. Modification of the Purchase Agreement.

Neither the Purchase Agreement nor the Plan may contain or be modified to contain a provision waiving Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the General Business Law of the State of New York.

12. Broker.

The Purchase Agreement contains a provision that Purchaser represents that Purchaser has not dealt with any broker in connection with this transaction other than the broker, if any, named in the Purchase Agreement, whose commissions shall be paid by Sponsor. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Broker. Purchaser agrees that, should any claim, arising in connection with the Purchaser's broker's scope of work for the Purchaser, be made against Sponsor for commissions by any broker on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. Sponsor may collect legal fees only if it prevails. The provisions of this provision shall survive the Closing.

Please see Section 22 of the Purchase Agreement in Part II of the Plan.

13. Force Majeure.

The Purchase Agreement contains a provision that Sponsor shall be excused from performing any obligation or undertaking provided for in the Purchase Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

The Purchase Agreement contains a provision that Purchaser's time to perform any obligation or undertaking provided for in the Purchase Agreement shall be tolled for the length of the period during which such performance was prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Purchaser. Sponsor cannot limit any rights which Purchaser may have pursuant to Article 23A of the General Business Law, N.Y.C.R.R.

regulations, and the Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order.

Please see Section 27 of the Purchase Agreement in Part II of the Plan.

14. Waiver of Jury Trial.

The Purchase Agreement contains a provision that 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, the Purchase Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

Please see Section 34 of the Purchase Agreement in Part II of the Plan.

15. Waiver of Lis Pendens.

The Purchase Agreement contains a provision except in connection with the exercise of the Purchaser's right to specific performance, Purchaser hereby waives any right or privilege to place a lis pendens upon the Unit and, accordingly, notwithstanding anything contained herein to the contrary, Purchaser shall be liable for all damages, including, without limitation, treble damages, relating to the Purchaser's failure to comply with the terms of this provision.

When a party files an action in which the judgment demanded would affect the title to, or the possession, use or enjoyment of, real property, the party may file a notice of pendency of the action (a/k/a a lis pendens) against real property with the clerk of the court where the action is pending. The pendency of such an action is constructive notice, from the time of filing of the notice only, to a purchaser from, or incumbrancer against, any defendant named in a notice of pendency indexed in a block index against a block in which property affected is situated or any defendant against whose name a notice of pendency is indexed. A person whose conveyance or incumbrance is recorded after the filing of the notice is bound by all proceedings taken in the action after such filing to the same extent as a party.

Notwithstanding the foregoing, Purchaser may not file a lis pendens with the clerk of Kings County against the Unit in the event Purchaser files an action to recover his or her deposit if Seller is unable or unwilling to perform its obligations under the Purchase Agreement. If Purchaser prevails in the action, the Escrow Agent shall release the deposit from the Escrow Account to Purchaser.

Please see Section 13.3 of the Purchase Agreement in Part II of the Plan.

ASSIGNMENT OF PURCHASE AGREEMENTS

Purchaser does not have the right to assign the Purchase Agreement without the prior written consent of Sponsor, which consent may be withheld for any reason. Any purported assignment by Purchaser in violation of the Purchase Agreement will be voidable at the option of Sponsor and be deemed a default of Purchaser. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor. Sponsor will not charge a fee from Purchaser if it consents to an assignment.

Sponsor may not withhold permission for the assignment of the Purchase Agreement based upon race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

EFFECTIVE DATE

Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and upon compliance with the relevant conditions and time periods described in the Plan. In declaring the Plan effective, the following will govern:

1. The Plan may be declared effective by:
 - (i) an amendment to the Plan or by
 - (ii) personal service of notice on every Purchaser or by commencement of service by mail in the manner required by 13 NYCRR §20.1(d) of a notice on every Purchaser stating that the Plan was declared effective on a particular date, the percentage used to declare the Plan effective and a list of the Units being counted to meet the minimum percentage under the terms of the Plan to declare it effective. Sponsor shall then submit an amendment to the Department of Law within five (5) days confirming that the Plan was declared effective on a specified date.

The closing of the first Unit will not occur until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

2. The Plan may not be declared effective unless bona fide Purchasers, including investors, have signed Purchase Agreements for at least 15% of the Residential Units offered under the Plan, which is equal to five (5) Residential Units. Five (5) Residential Units meet the 15% threshold but constitute 16.67% of the Residential Units.

The Parking Units may not be counted toward effectiveness.

3. The Plan will not be declared effective based on the Purchase Agreements:
 - (a) signed by Purchasers who have been granted the right of rescission that has not yet expired or been waived; or
 - (b) if Purchaser was not afforded at least three (3) business days to review the Plan and all filed amendments prior to executing the Purchase Agreement; or
 - (c) 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 is related to Sponsor, the Selling Agent, or the managing agent or to any principal of Sponsor or the Selling Agent or the managing agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner, except that such 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 Purchaser is bona fide.

The first Unit closing for purposes of tolling a 12-month period for commencement of the condominium operations must be for a Residential Unit.

4. The Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for 80% or more of the Residential Units offered under the Plan, which is equal to twenty four (24) Residential Units.

5. If Sponsor, at its option, abandons the Plan before the Plan is declared effective, within five (5) days of the acceptance of the abandonment amendment, all monies paid by Purchasers will be refunded to them in full. Sponsor will promptly file an amendment together with the form RS-3 as promulgated by the Department of Law.

6. Sponsor may not abandon the Plan after effectiveness for any reason other than:

- (a) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of 1% of the total offering amount;
- (b) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half of 1% of the total offering amount;
- (c) the taking of any material portion of the Property by condemnation or eminent domain.

Said sum will exclude any attorneys' 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.

7. Sponsor will re-declare the Plan effective if all Purchase Agreements counted towards effectiveness are either rescinded or terminated prior to the date of the first unit closing, regardless of whether the Condominium Declaration has been recorded.

TERMS OF SALE

The term "closing of title", "closing date", "closing" or words of similar import, whenever used herein, is intended to signify the passage of title to a particular Unit or Units from Sponsor to Purchasers thereof.

1. At the closing, Sponsor will deliver to Purchaser a bargain and sale deed with covenants against grantor's acts substantially in the form set forth in Part II of the Plan conveying to Purchaser title to the Unit free and clear of liens, encumbrances and title exceptions other than those described in the proposed Unit deed and set forth below. The deed will be executed and acknowledged by Sponsor and Purchaser in proper statutory form for recording.

2. Prior to the first closing, the entire Building will be insured by Sponsor. After the first closing, the entire Building will be insured by the Condominium.

A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. A person who takes possession prior to the closing pursuant to the Interim Lease assumes the risk of losses not covered by insurance.

If between the date of the Purchase Agreement and the closing of title the Unit is damaged by fire or other casualty, the following will apply.

Risk of loss from fire or other casualty remains with Sponsor until legal title to the Unit has been conveyed to Purchaser, unless Purchaser, with the prior written consent of Sponsor, takes possession of the Unit before the closing pursuant to an interim lease, if any. In such a case, Purchaser will assume risk of loss not covered by insurance.

Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit (which election will be in its sole discretion and made within sixty (60) days of the damage to the Unit), the Purchase Agreement will continue in full force and effect, Purchaser will not have the right to reject title or receive a credit against, or abatement in, the purchase price, and Sponsor will repair the damage within ninety (90) days of the notice that Sponsor elects to repair or restore the Unit. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss will, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser will promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence will survive the closing of title.

In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and all monies paid on account of the purchase price, including any deposits made for upgrades, extras, special or custom work ordered by Purchaser, shall be returned to Purchaser within ten (10) days of Sponsor's notification to Purchaser that it does not elect to repair or

restore the Unit or Unit Owners' notification that they do not intend to repair or restore the Unit pursuant to the By-Laws, whichever is sooner. Upon such return, 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 liability under the Purchase Agreement and the Plan.

3. A closing will take place only concurrently with the issuance of a temporary or final certificate of occupancy for the entire project or, issuance of a partial, temporary or final certificate of occupancy for the Unit closed or the Building in which the Unit is located.

4. Title to each Unit and its Appurtenant Interest in the Common Elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other those described in the proposed Unit deed and set forth below:

- (a) Zoning laws and regulations and landmark, historic or wetlands designations which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.
- (b) Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.
- (c) The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium, the Power of Attorney to the Board of Managers of the Condominium and the Floor Plans of the Condominium, all as may be amended from time to time.
- (d) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common Elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.
- (e) Encroachments of stoops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, copings and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.
- (f) Any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that such facts do not render title unmarketable.
- (g) The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing.
- (h) The lien of any unpaid assessments to the extent of installments thereof payable after the closing.
- (i) Liens, encumbrances and title conditions affecting the Common Elements, which do not materially and adversely affect the rights of the Unit Owner to use and enjoy the Common Elements.

- (j) Notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Building or the Common Elements (other than the Unit), which the other Unit Owner or the Board of Managers of the Condominium are obligated to correct.
- (k) Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Owner's title to the Unit.
- (l) Covenants, rights, declarations, easements, restrictions, agreements and consents of record, if any, existing as of the date hereof, provided that they do not interfere with the continued use and maintenance of the Building in its present form.

5. 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 is included in the conveyance unless specifically excepted in the Plan.

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

7. At the time of conveyance of the first Unit, each mortgagee will either:

- (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to the Unsold Units;
- (b) subordinate the lien of its mortgage to the Declaration of the Condominium; or
- (c) release its lien on the Unit being conveyed and its interest in the Common Elements.

8. The United States Financial Crimes Enforcement Network ("FinCEN") issued the Geographic Targeting Order ("GTO"), which requires title insurance companies to collect and report to FinCEN the personal identity of purchasers in residential real estate transactions in which:

- (1) the purchaser is a legal entity as defined in the GTO;
- (2) the purchaser purchases residential real property located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan, and Staten Island;
- (3) the purchase price is \$300,000.00 or more;
- (4) such purchase is made without a bank loan or other similar form of external financing; and
- (5) such purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency.

The GTO defines “legal entity” as a corporation, limited liability company, partnership, or other similar business entity, whether formed under the laws of a state, or of the United States, or a foreign jurisdiction, other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Securities Exchange Commission (SEC) or a self-regulatory organization registered with the SEC, or an entity solely owned by such a business.

As long as the GTO remains in effect, its reporting requirements apply to all residential real property closings meeting the above criteria and occurring on or after April 15, 2025.

UNIT CLOSING COSTS AND ADJUSTMENTS

1. Closing Costs

At the closing of title, each Purchaser of a Unit will be required to pay certain closing costs in addition to the legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing adjustments described below. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan and are subject to change without prior notice or amendment.

i. Owner's title insurance. If Purchaser elects to obtain owner's title insurance, Purchaser will be required to pay a premium therefor to a title insurance company. According to Title Insurance Rate Service Association, (hereinafter "TIRSA"), the owner's policy rates, after deducting 15% of the standard rates, are:

First \$35,000 or less		\$402.00
Each Additional \$1,000.00 (or fraction thereof)		
From	To	
\$35,001.00	\$50,000.00	\$6.67
\$50,001.00	\$100,000.00	\$5.43
\$100,001.00	\$500,000.00	\$4.36
\$500,001.00	\$1,000,000.00	\$3.98

Purchasers are free to use title insurance companies of their own choice without incurring a penalty or additional fees.

ii. Loan title insurance. If Purchaser elects to obtain financing secured by his or her Unit, Purchaser will be required to pay a premium for loan title insurance to a title insurance company. According to TIRSA, the loan policy rates are:

First \$35,000 or less		\$344.00
Each Additional \$1,000.00 (or fraction thereof)		
From	To	
\$35,001.00	\$50,000.00	\$5.55
\$50,001.00	\$100,000.00	\$4.54
\$100,001.00	\$500,000.00	\$3.64
\$500,001.00	\$1,000,000.00	\$3.31

If Purchaser elects to obtain an owner's title insurance and financing secured by his or her Unit, the loan policy rate will be calculated at 30% of the standard loan rate.

Purchaser will also pay for various title insurance endorsements, including without limitation, TIRSA Condominium (Endorsement 4), TIRSA Residential Mortgage Endorsement, TIRSA Waiver of Arbitration Endorsement, ALTA Endorsement 6 (Variable Rate Mortgage). The endorsements will vary depending upon a lender. A fee for each endorsement is \$25.00.

iii. Abstract search. If Purchaser elects to obtain owner's title insurance or financing secured by his or her Unit, Purchaser will be required to pay a fee to a title insurance company for conducting an abstract search of the Property and the Unit, which fee will vary depending upon a title insurance company. The fee may be between \$400.00 and \$600.00.

Purchasers may utilize the title insurance company of their choice without incurring any additional fees from Sponsor.

iv. Recording. Purchaser will be required to pay a fee to the title insurance company for recording the deed, power of attorney and mortgage, which fee will vary depending upon a title insurance company. The fee may be between \$300.00 and \$400.00.

v. Financing. If Purchaser elects to obtain financing secured by his or her Unit, Purchaser will be required to pay the mortgage recording tax to the Department of Finance of the City of New York. The tax is 1.80% of the loan amount of less than \$500,000.00 and 1.925% of the loan amount of \$500,000.00 or more for the Residential Unit and Parking Unit. The tax is 2.05% of the loan amount of less than \$500,000.00.

In addition, Purchaser will be required to pay lender's closing costs, including without limitation, loan origination fees, commitment fees, application fees, appraisal fees, credit reports fees, lender attorney fees, tax service fees, underwriting fees, messenger fees, bank document preparation fees and escrow reserve for the payment of annual real estate taxes and PMI premiums. The costs will vary depending upon a lender. **SPONSOR MAKES NO REPRESENTATION OR WARRANTY AS TO SUCH LENDER'S CLOSING COSTS OR AS TO THE AVAILABILITY OF SUCH FINANCING.**

vi. Transfer taxes. Although Sponsor has a statutory obligation to pay the New York City and New York State real property transfer taxes, Sponsor is transferring said obligation to Purchasers. Purchasers will be required to pay the New York City real property transfer tax to the Department of Finance of the City of New York. The tax is 1.00% of the consideration for the Residential Unit of \$500,000.00 or less and 1.425% of the consideration for the Residential Unit. The tax rate is 1.425% of the consideration for the Parking Unit.

Purchasers will also be required to pay the New York State real property transfer tax to the Department of Finance of the City of New York. The tax is 0.4% of the consideration for the Residential Unit of less than \$3,000,000.00 and 0.65% of the consideration for the Residential Unit of \$3,000,000.00 or more. The tax is 0.4% of the consideration for the Parking Unit.

If the consideration for the Residential Unit is equal to or more than \$1,000,000.00, Purchaser will also be required to pay "Mansion" and new supplemental tax New York State real

property transfer taxes to the Department of Finance of the City of New York. The tax rates are as follows:

<u>Consideration</u>	<u>Total Tax Rate</u> ("Mansion" and New Supplemental)
\$1,000,000.00 to \$1,999,999.99	1.00%
\$2,000,000.00 to \$2,999,999.99	1.25%
\$3,000,000.00 to \$4,999,999.99	1.50%
\$5,000,000.00 to \$9,999,999.99	2.25%
\$10,000,000.00 to \$19,999,999.99	3.25%
\$20,000,000.00 to \$24,999,999.99	3.75%
\$25,000,000.00 or more	3.9%

As of July 1, 2021, the amount of the New York State real property transfer tax is excluded from the calculation of consideration for the transfer tax purposes.

Accordingly, the consideration for the transfer tax purposes is the purchase price of the Unit plus the New York City transfer tax calculated on the amount of the purchase price.

vii. Document preparation fee. Purchaser will be required to pay the fee of \$3,500.00 to TSYNGAUZ & ASSOCIATES, P.C. for services rendered in connection with the preparation of the closing documents and the conduct of the closing of (i) the Residential Unit or (ii) the Residential Unit and Parking Unit purchased together. Purchaser will also be required to pay \$250.00 to TSYNGAUZ & ASSOCIATES, P.C. if the closing takes place outside the office of Sponsor's counsel at Purchaser's request and an additional \$250.00 to TSYNGAUZ & ASSOCIATES, P.C. if Purchaser fails to close on the date set forth in the notice of closing. Purchaser will also be required to pay an additional \$500.00 to TSYNGAUZ & ASSOCIATES, P.C. if Purchaser buys the Unit with financing. Purchaser will be required to pay the fee of \$1,500.00 to TSYNGAUZ & ASSOCIATES, P.C. for services rendered in connection with the preparation of the closing documents and the conduct of the closing of a Parking Unit only.

viii. Reimbursement fee. Purchaser will be required to pay the fee of \$1,500.00 to Sponsor as partial reimbursement for the cost of preparing the Plan.

ix. Working capital fund contribution. Purchaser will be required to deposit the sum equal to two (2) months' Common Charges then applicable to each Unit being purchased with the Board of Managers for the initial contribution to the working capital fund.

The above closing costs are cumulative to the extent applicable to an individual Unit.

2. Mortgage Tax Credit

Section 339-ee(2) of the Real Property Law of the State of New York provides as follows:

"In the event the proceeds of a construction mortgage were applied to construction of a unit of 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, and a mortgage 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 Purchaser's pro rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage."

In the event that a mortgage tax credit becomes available, pursuant to the above section, it is specifically understood that such credit shall inure to the benefit of Sponsor. Accordingly, at the closing of title, each Purchaser obtaining financing secured by his or her Unit will be required to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount.

3. Example of Closing Costs for One of the Units of the Condominium

Residential Unit 401

\$813,200.00 - Purchase Price

\$650,560.00 - Loan Amount, if applicable

Owner's title insurance	\$3,041.00
Loan title insurance, if applicable	\$744.00
Additional endorsements, if applicable	\$100.00
Abstract search	\$550.00
Recording of deed and power of attorney	\$500.00
Recording of mortgage, if applicable	\$250.00
Mortgage recording tax, if applicable	\$12,495.00
New York City transfer tax	\$11,800.00
New York State transfer tax	\$3,314.00
Document preparation fee	\$3,500.00
Reimbursement fee	\$1,500.00
Working capital fund contribution	<u>\$1,330.00</u>
Total:	\$39,124.00

4. Closing Adjustments

At the closing of title to each Unit, the following adjustments shall be made as of midnight of the day preceding the closing date with respect to the Unit:

- (a) real estate taxes and assessments, if any, on the basis of the period for which assessed;

- (b) Common Charges and assessments for the month in which title closes; and
- (c) if Purchaser is allowed to occupy the Unit prior to the closing, accrued occupancy fees and any other charges pursuant to an interim lease, if any, covering the Unit.

In the event that the 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 escrow in the name of the Board of Managers an amount equal to the real estate taxes attributable to the Unsold Units, which will be levied against them for the six (6) month period following the first closing, or until the Units are separately assessed, whichever is sooner, and will collect at each Unit closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and Sponsor will be entitled to reimbursement from Unit Owners to the extent of the actual assessment. If the Unit has not been separately assessed for real estate taxes as of the closing date for the then current tax period, the adjustment will be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit. Installments for tax assessments due after delivery of the deed, if any, will be paid by Purchaser and will not be considered a defect in title.

Sponsor, in its initial post-closing amendment, will disclose whether or not Sponsor pre-paid the real estate taxes and the amount of the funds deposited in escrow for the payment of the real estate taxes.

THE ENTIRE CONTENTS OF THIS SECTION, AS SAME MAY BE REVISED OR AMENDED, WILL BE DEEMED TO BE INCORPORATED IN THE PURCHASE AGREEMENT FOR EACH UNIT.

RIGHTS AND OBLIGATIONS OF SPONSOR

1. Sponsor will endeavor, in good faith, to sell in a reasonably timely manner, all Residential Units to Purchasers. However, in the event that offers to buy ten (10) percent of the remaining Residential Units, during six (6) consecutive months, are decreased by at least 25% from the offering prices listed in Schedule A, Sponsor reserves the right to rent, rather than sell, the Residential Units, after filing the Declaration of Condominium and the first transfer of title to a Residential Unit to at least one Purchaser under the Plan following a declaration of effectiveness by Sponsor and acceptance of the amendment by the Department of Law confirming or declaring the Plan effective, until there is an improvement of the market. Sponsor's good faith effort to sell to Purchasers will include listing Unsold Units with brokers, showing Unsold Units to brokers and prospective Purchasers or their representatives, filing update amendments to the Plan and otherwise engaging in customary sales activities. Sponsor will disclose in an amendment to the Plan if it opts to rent, rather than sell the Residential Units. In the event Sponsor decides to rent the remaining Residential Units in accordance with the terms of the Plan, Sponsor is obligated to attempt to sell the remaining Residential Units once there is an improvement of the market. Sponsor will resume sales where offers to buy the Residential Units increase so that they are within 25% of the offering prices listed in Schedule A.

Sponsor will continue to market Residential Units for sale if Sponsor rents them.

If Sponsor opts to rent, rather than sell, the Residential Units, the Plan may not result in the creation of a condominium in which a majority of the Residential Units are owned by owner-occupants or investors unrelated to Sponsor. Under such circumstances, Sponsor will be under no obligation to sell more than 15% of the Residential Units necessary to declare the Plan effective, i.e. five (5) Residential Units.

Sponsor cannot rent Residential Units prior to filing the Declaration of Condominium and the first transfer of title to a Residential Unit to at least one Purchaser under the Plan following a declaration of effectiveness by Sponsor and acceptance of the amendment by the Department of Law confirming or declaring the Plan effective.

Sponsor may rent Residential Units to Purchasers for their contracted Units in accordance with the terms set forth in "Interim Lease" Section of the Plan.

There are no obligations imposed on Sponsor by S3 Re Funding III LLC with regard to selling or renting the Units except for a required payment per sale set forth in Paragraph 9 below.

2. Sponsor will defend any suits or proceedings arising out of Sponsor's acts, omissions or representations and indemnify the Board of Managers and the Unit Owners.

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 a derivative action. During the time Sponsor controls the Board of Managers, it is within its sole power to enforce the obligations 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 purposes. Sponsor has a fiduciary duty to act in the best interest of the Condominium, even during the time it controls the Board of Managers.

3. All representations under the Plan, all obligations pursuant to the New York General Business Law and such additional obligations under the Plan, which are to be performed by Sponsor subsequent to the closing date, will survive delivery of any Unit deed.

4. Sponsor will pay all Common Charges, special assessments and real estate taxes with respect to Unsold Units. Sponsor represents that Sponsor has the financial resources to meet its obligations with respect to Unsold Units. Sponsor will fund its financial obligations to the Condominium from its own existing capital. No bond or other security has been posted to secure Sponsor's obligations under the Plan.

5. Sponsor shall have no obligation or liability to repair or restore the Unit damaged by fire or other casualty that occurs before closing of a Purchaser's Unit.

If Sponsor elects to repair or restore the Unit (which election will be in its sole discretion and made within sixty (60) days of the damage to the Unit), the Purchase Agreement will continue in full force and effect, Purchaser will not have the right to reject title or receive a credit against, or abatement in, the purchase price, and Sponsor will be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss will, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser will promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence will survive the closing of title.

In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and all monies paid on account of the purchase price, including any deposits made for upgrades, extras, special or custom work ordered by Purchaser, shall be returned to Purchaser within ten (10) days of Sponsor's notification to Purchaser that it does not elect to repair or restore the Unit or Unit Owners' notification that they do not intend to repair or restore the Unit pursuant to the By-Laws, whichever is sooner. Upon such return, 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 liability under the Purchase Agreement and the Plan.

6. Sponsor will procure fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Schedule B.

7. In the event of the dissolution or liquidation of Sponsor or the transfer of 10 or more Residential Units or 20% or more of the total number of the Residential Units, whichever is less, the principal 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 Plan, applicable law or regulations.

8. Sponsor does not intend to make a bulk sale of all or some of its Unsold Units. However, if Sponsor does make a bulk sale of all or some of its Unsold Units, the transferee will be bound by Sponsor's representations regarding its commitment to sell Units.

If Sponsor makes a bulk sale, the transferee will not only be bound by Sponsor's representation to regarding its commitment to sell Units, but also the obligations under this Plan with respect to those Units.

"Bulk sale" shall mean a sale of at least six (6) Residential Units to one Purchaser, which are not purchased for occupancy by the owner or one or more members of his or her immediate family.

9. Sponsor obtained the acquisition loan in the amount of \$2,200,000.00 and the construction loan in the amount of \$9,300,000.00 (collectively, the "Loan") from S3 Re Funding III LLC, having an address at 535 Madison Avenue, 19th fl., New York, NY 10022, (hereinafter called "S3").

Upon the sale of a Unit, Sponsor shall be entitled to a release of the Unit from the lien of S3's mortgages immediately upon receipt of payment equal to a release price set forth in the loan documents. The offering prices in Schedule A are in excess of the release prices in the loan documents.

Except for a required payment per sale stated above, S3 did not establish any terms pertaining to Sponsor's obligation to market the Units for sale, including any minimum number or percentage of Units which must be under contract before the Plan can be declared effective. Nor did S3 impose limits or requirements for Sponsor to rent rather than sell the Units under specified market conditions.

The Loan may only be paid down to the extent Sponsor sells the Units and, thus, Sponsor's decision to rent rather than sell the Units will delay the discharge of the Loan. However, such a delay will not affect Unit Owners.

10. Sponsor will complete construction of the Building in accordance with the building plans and specifications identified in the Plan. Sponsor has the right to substitute equipment or materials and make modifications of layout or design of the Units, provided however, that Sponsor may not:

- (a) substitute equipment or materials of lesser quality or design; or
- (b) change the size or location of the Building or the 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 consent in writing to such change and all affected contract vendees are given the right to rescind their Purchase Agreements and receive a refund of any deposit or downpayment thereunder.

Substitutions will be made as long as such substitutions are for "equal or better quality", which shall be defined here and in "Definition" Section of the Plan:

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

11. Prior to the closing of the first Unit, Sponsor will obtain a final certificate of occupancy for the Building or, alternatively, obtain a temporary or partial certificate of occupancy for the Building. Sponsor and its principal will obtain a final certificate of occupancy for the Building within two (2) years of closing the first Unit, and in any event, before expiration of applicable temporary or partial certificate, as same may be renewed, replaced or extended.

If the first closing takes place prior to the issuance of a final certificate of occupancy for the Property, Sponsor will continue to hold all Purchasers' deposits in escrow account required by Section 352-e(2-b) of the General Business Law of the State of New York, or a lesser amount if so certified by Sponsor's architect or engineer as sufficient to complete the work necessary to obtain the final certificate of occupancy, in which case the sum exceeding the amount so certified by Sponsor's architect or engineer may be released from the escrow account. The amount retained in escrow pending the delivery of the final certificate of occupancy and the architect's or engineer's certification certifying such amount will be included in each post-closing amendments to the Plan until the final certificate of occupancy is obtained.

12. Sponsor is not obligated to obtain a final certificate of occupancy before the first closing. Sponsor is required to obtain a temporary certificate of occupancy before the first closing. A temporary certificate of occupancy is required for occupancy.

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 called "FCO"), covering the entire building but with only a temporary certificate of occupancy, (hereinafter called "TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are general governed by Section 301 of the Multiple Dwelling Law of the State of New York and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings, (hereinafter called "DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirement of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New

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

Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of an FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principal are obligated to procure the FCO.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have an FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at:

<https://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page>

13. The Housing Merchant Implied Warranty (Article 36-B of the General Business Law of the State of New York), does not apply to this offering because the Building consists of more than five (5) stories. Thus, Sponsor will not provide the warranty required by that Article.

NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS AND SPONSOR'S OBLIGATIONS UNDER THE PLAN.

The Sponsor's obligation, regardless of any limitations in the warranty or in the Plan, is to construct the Building and the Units in accordance with all applicable laws, codes, plans and specifications, and Sponsor's obligations set forth in the Plan. Any conflict between the disclaimers and the Sponsor's obligation to construct the Building and the Units in accordance with all applicable laws, codes, plans and specifications shall be resolved in favor of the latter.

At or prior to the closing of the Unit, Sponsor will assign any manufacturer's warranties with respect to equipment and appliances installed in the Unit to the Unit Owner and assign any warranties with respect to roof, equipment and appliances installed in the Common Elements to the Board of Managers. The roof manufacturer will provide a No-Dollar warranty that for fifteen (15) years after the issuance of a final Certificate of Occupancy for the Building, the roof will be free from defects due to a failure to have been constructed in a workmanlike manner and due to defective construction materials.

Neither Sponsor nor its principal, managers, members, agents, designees or affiliates make any representation as to which, if any, of the manufacturer's warranties will continue to remain in force upon the closing. If any warrantor is unable to perform under its warranty due to inability, unwillingness or any other reason, neither Sponsor nor its principal, managers, members, agents, designees or affiliates shall under any circumstances be considered a successor warrantor. Neither Sponsor nor its principal, managers, members, agents, designees or affiliates shall have any obligations or responsibilities with respect to such warranties, or the work or item warranted, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty. Recourse is only to the warrantor and not to Sponsor, its principal, managers, members, agents, designees or affiliates. Sponsor is not providing representations regarding manufacturers' warranties.

Sponsor will construct the Building in accordance with all plans and specifications identified in the Plan.

14. The Building will have two (2) bicycle storage rooms, one (1) exercise room, and one (1) outdoor recreation area. They will be fully operational as of the date of the commencement of the condominium operation. It is not expected that the budget and common charges will increase in the second year of the operations due to the availability of amenities.

15. Sponsor will pay for the authorized and proper work involved in the construction and establishment and sale of the Condominium that Sponsor is obligated to complete under the Plan. Sponsor will cause all mechanics liens with respect to such construction to be promptly discharged or bonded.

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

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

18. Sponsor's Rights of Access, Alterations, Repairs.

Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants will have an easement in, on, over and across the Property for:

- (a) construction, installation and development thereon, and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, cables, wires, storm drainage facilities, water, sewer and other utility lines for the benefit of the Property, and
- (b) construction and installation, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables, and
- (c) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants:

- (a) will have an easement to erect, maintain, repair and replace from time to time one or more signs on the Building and elsewhere on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the Plan, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and
- (b) reserve the right to establish, grant and create easements for any additional underground electric transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner, or the residents of any property adjacent to the Property, or users of any recreation facilities, if any, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for its intended purpose. Any utility company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right of access is exercised in such a manner as not unreasonably to interfere with the use of the Units, and provided that affected Purchasers are given at least seven (7) day prior written notice of such access.

All Purchasers, affected by Sponsor's right to access any Unit, will be given at least seven (7) day prior written notice of such access.

Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants will have the responsibility of repairing any damage resulting therefrom.

Moreover, Purchasers will be required to provide Sponsor with reasonable access to their Unit subsequent to the closing in order to complete punch-list work.

19. Disclaimers or limitations of liability on the part of Sponsor or its principal for failure to perform any obligations imposed by applicable statute or regulation may not be included.

20. This Plan does not include any financial limitation on the Sponsor's liability for failure to perform its obligations under the Plan.

21. The use of the roof of the Building as contemplated in the Plan will comply with the requirements set forth in the New York City Department of Building's Bulletin 2018-002. Pursuant to the Bulletin, the roof must be shown on a certificate of occupancy and be designed in accordance with the NYC Construction Codes. A number of people who may use the roof at the same time is limited to 200 square feet per person.

The roof of the Building was designed in accordance with 2022 New York City Building Code, Chapter 16.

The use of the roof of the Building will be limited to 17 people at the same time.

CONTROL BY SPONSOR

Title to all Units, which have not been sold, will remain with Sponsor or Sponsor-designee until such Units will thereafter be sold to bona fide Purchasers.

Sponsor or Sponsor-designee will retain voting control of the Board of Managers for one (1) year after the closing of title to the first Unit or whenever the Unsold Units constitute less than 50% of the Common Interests, whichever is sooner.

The Sponsor-controlled Board of Managers will work in the best interest of the Condominium and will not engage in self-dealing.

Sponsor or Sponsor-designee, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to its relinquishing voting control of the Board of Managers Sponsor will not use such vote to elect a particular individual to the Board of Managers, which would, by the election of such individual, give Sponsor voting control of the Board. So long as Sponsor or Sponsor-designee will continue to own Unsold Units Sponsor or Sponsor-designee will have the right to collectively elect one (1) member of the Board of Managers.

The Owners of the Residential Units shall have the right to nominate members of the Board of Managers, cast votes to elect the Board of Managers, and if elected, serve and cast votes on the Board of Managers.

A special meeting of the Unit Owners will be held to elect new members of the Board of Managers unrelated to Sponsor subject to the Sponsor's right to elect one member of the Board, as stated above, within thirty (30) days of the expiration of the control period. Sponsor will call the meeting by mailing a notice of the meeting, at least ten (10) days but not more than thirty (30) days prior to such 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 the Building or at such other address as such Unit Owner shall have designated by notice in writing to Sponsor.

[i] For a period of five (5) years following the closing date of the first Unit, or [ii] so long as Sponsor or any Sponsor-designee, separately, will continue to own Units, the percentage Common Interest of which, in the aggregate, equals more than 25%, whichever is earlier, the Board of Managers may not, without Sponsor's or Sponsor-designee's prior written consent, as the case may be:

- (a) increase the number, or change the type, of employees provided for in Schedule B,
- (b) make any addition, alteration or improvement to the Common Elements or to any Unit,
- (c) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B of the Plan for the Property to the extent that the aggregate

amount of such fund does not exceed 10% of the budgeted expenses of the Condominium,

- (d) borrow money on behalf of the Condominium (except where necessary to perform work required by applicable law or regulations, or remedy violations or a mortgagee's work order(s) to the extent that existing reserves are insufficient).

Sponsor and Sponsor-designee are entitled to the rights described herein collectively. If both Sponsor and Sponsor-designee, collectively, continue to own Units, the percentage Common Interest of which, in the aggregate, equals more than 25%, they are both entitled to veto power. Sponsor or Sponsor-designee will not retain veto power for a period greater than five (5) years after the closing of the first Unit.

As long as Sponsor or any Sponsor-designee will continue to own a Unit, the Board of Managers may not, without the prior written consent of Sponsor or Sponsor-designee:

- (a) amend the Declaration, the By-Laws or the Rules and Regulations attached hereto so as to limit in any way or eliminate rights of Sponsor or Sponsor-designee under the Declaration, the By-Laws or the Rules and Regulations attached hereto; or
- (b) interfere with the offer and sale or leasing of Units or the operation of general, sales or leasing offices at the Property or interfere with actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor or Sponsor-designee.

Sponsor or Sponsor-designee will have the right to withhold its consent to any of the foregoing actions.

However, notwithstanding the above restrictions, Sponsor or Sponsor-designee may not exercise veto power over expenses described in Schedule B, or over expenses required:

- (a) to comply with applicable laws or regulations;
- (b) to remedy any notice of violation;
- (c) to remedy any work order by an insurer; or
- (d) to preserve the safety of the Building or the safety and health of its occupants.

Any provision that gives Sponsor control of the enforcement of Sponsor's obligations is unlawful.

During Sponsor control period, if there are any non-Sponsor affiliated members on the Board of Managers and there is a vote on whether to bring suit against Sponsor, the members of the Board affiliated with the Sponsor cannot vote on the issue.

BOARD OF MANAGERS

The affairs of the Condominium will be governed by the Board of Managers in accordance with the By-Laws set forth in Part II of the Plan.

After the first meeting of Unit Owners, the number of Managers, which will constitute the whole Board of Managers, will be five (5). Until succeeded by the Managers elected at the first meeting of Unit Owners called for such purpose, Managers need not be Unit Owners. Thereafter, all Managers, other than representatives of Sponsor, will be individuals over 18 years of age who are either a Unit Owner or his or her spouse or a domestic partner residing in the Unit, or a partner in a partnership, if the partnership is a Unit Owner, or a principal of a corporation, association, trust or other legal entity that may legally own real property in the State of New York, if such entity is a Unit Owner.

The Owners of the Residential Units shall have the right to nominate members of the Board of Managers, cast votes to elect the Board of Managers, and if elected, serve and cast votes on the Board of Managers.

The Managers will be elected by the Unit Owners at their annual meetings. There will always be an odd number of Managers.

Managers designated by Sponsor will serve until the election and the qualification of Managers elected at the first meeting of Unit Owners. Managers elected at the first meeting of Unit Owners, and at meetings subsequent thereto, will serve until the next annual meeting of Unit Owners and until the election and qualification of their respective successors.

Until the first meeting of Unit Owners, the Board of Managers will consist of three (3) members designated by Sponsor. The members will be Michael Shapiro, Michael Pesochinsky, and Alina Shapiro. Michael Shapiro and Michael Pesochinsky are the principals of Sponsor. Alina Shapiro is an employee at Dynamic Development and Construction LLC, Michael Shapiro's company, and an assistant of Michael Shapiro.

Within thirty (30) days after the closing of title to the Units whose aggregate Common Interest equals more than 50%, or one (1) year after the first closing, whichever is sooner, Sponsor will call the first meeting of Unit Owners for the purpose of electing a Board of Managers pursuant to Section 1 of Article III of the By-Laws. At such a meeting, the first Board of Managers will resign, and a new Board will be elected by the Unit Owners. Thereafter, annual meetings will be held on or about the anniversary of such a date each succeeding year. At such meetings, there will be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of the By-Laws.

No member of the Board of Managers will receive any salary or compensation from the Condominium for his or her services as Manager.

The Board of Managers may not be prohibited from removing members for a cause. Any one or more of the members of the Board Members may be removed for cause by the affirmative

vote of the remaining members of the Board of Managers at any regular or special meetings of the Board of Managers, pursuant to Section 5 of Article II of the By-Laws. Any member of the Board of Managers whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Any one or more of the members of the Board Members may be removed without cause by the affirmative vote of Unit Owners whose aggregate Common Interest exceed 50% of the Common Interest of the Condominium at any regular or special meeting of Unit Owners, pursuant to Section 5 of Article II of the By-Laws.

If a member of the Board of Managers ceases to be a Unit Owner, the principal or officer of a Unit Owner or the spouse of a Unit Owner, unless such member is Sponsor or Sponsor-designee, he or she shall be deemed to have resigned, effective as of the date such ownership interest ceased.

If a member of the Board of Managers designated by Sponsor or Sponsor-designee is removed by either the Board of Managers or Unit Owners, then only Sponsor or Sponsor-designee shall have the right to designate a replacement.

The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on their behalf, who need not be an Owner, will be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy will be made in writing but need not be acknowledged or witnessed and will be filed with the Secretary at or before the time of the meeting and will be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all such Owners may be present at any meeting of Unit Owners. The Owners of each Unit (including Sponsor or Sponsor-designee, if Sponsor or Sponsor-designee will then own one or more Units) will be entitled to cast one vote for each 1% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to a vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (i) will be entitled to one vote for each 1% of Common Interest attributable to his or her Unit per member to be elected, and (ii) will not have the right to cumulate his or her votes in favor of any one or more members to be elected. If one or more Units are owned by more than one person as joint tenants, tenants-in-common, tenants by the entirety or in the name of a corporation or partnership or other entity permitted for herein, the persons owning said Unit will agree among themselves and cast the votes for their Unit. A fiduciary will 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, corporate or otherwise will not be entitled to vote.

The members of the Board of Managers will not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners will severally indemnify and hold harmless each of the members of the Board of Managers against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers. A Unit Owner's liability is limited to such proportionate share of the total liability as the Common Interests of such Unit Owner bear to the aggregate Common Interest of all Unit Owners and such Unit

Owner's interest in his or her Unit's and its appurtenant Common Interest, unless otherwise provided by law. It is intended that the members of the Board of Managers will have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is possible that the original Board of Managers may contract with Sponsor and affiliated corporations, however the Board shall at all times uphold its fiduciary duty to the Unit Owners, notwithstanding anything to the contrary. 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 will be limited to such proportion of the total liability thereunder as his or her 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, on behalf of the Condominium, will provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and will have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder will be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

The principal officers of the Condominium will be the President, the Vice President, the Secretary and the Treasurer, all of whom will 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 no other officers, each must be both a member of the Board of Managers and either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner.

The officers of the Condominium will be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and will hold office at the pleasure of the Board of Managers until their successors are elected.

The President will be the chief executive officer of the Condominium. He will preside at all meetings of the Unit Owners and of the Board of Managers. He will 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 members of committees created by the Board of Managers from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

The Vice President will take the place of the President and perform his duties whenever the President will be absent or unable to act. If neither the President nor the Vice President can act, the Board of Managers will appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice President will also perform such other duties as will from time to time be imposed upon him by the Board of Managers or by the President.

The Secretary will keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he will have charge of such books and papers as the Board of Managers may

direct; and he will in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

The Treasurer will have the responsibility for Condominium funds and securities and will be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He will 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 will, 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.

The officers of the Condominium will have the same rights and liabilities as the members of the Board of Managers.

No officer or member of the Board of Managers will receive any salary or compensation from the Condominium for his or her services as Officer and Manager.

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. Notice of special meetings will be given by mail or personal delivery to each member of the Board of Managers and will state the time, place and purpose of the meeting. Special meetings of the Board of Managers will be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

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 or her 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 purposes.

It will 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 as defined in Section 9 of Article III of the By-Laws having been presented to the Secretary.

It will be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners, at least ten (10) but not more than thirty (30) days prior to such 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 the building or at such other address as such Unit Owner will have designated by notice in writing to the Secretary.

At any regular or special meetings of Unit Owners, any one or more of the members of the Board of Managers may be removed without cause by the affirmative vote of Unit Owners whose aggregate Common Interest exceeds 50% of the Common Interest of the Condominium, and a successor may then and there or thereafter be elected to fill the vacancy thus created. If a member of the Board of Managers ceases to be a Unit Owner, the principal or officer of a Unit

Owner or the spouse of a Unit Owner, unless such member is Sponsor or Sponsor-designee, he or she will be deemed to have resigned, effective as of the date such ownership interest ceased.

The 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. No amendment of a material adverse nature to mortgagees will be made unless agreed to by mortgagees that represent at least 51% of the votes of units that are subject to mortgages. A mortgagee will be deemed to have consented to any amendment, which requires the consent of such mortgagee when the mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a "return receipt" requested. However, for as long as Sponsor or Sponsor-designee remains the Owner of one or more Units, the By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be amended or modified in any way to adversely affect Sponsor or Sponsor-designee, in Sponsor's sole discretion, without Sponsor's prior written consent.

This Declaration may be amended, modified, added to or deleted from by the affirmative vote of at least 66 2/3% in number and in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved, in writing by 66 2/3% in number and in Common Interest of all Unit Owners, provided, however:

- (a) no amendment which will change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which will increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagees of such Unit, or Units, if any;
- (b) no amendment, modification, addition or deletion of or to the Declaration will be effective in any respect against Sponsor, Sponsor-designee, or any Unsold Unit until Sponsor or such designee will consent thereto in writing;
- (c) no amendment of a material adverse nature to mortgagees will be made unless agreed to by mortgagees that represent at least 51% of the votes of Units that are subject to mortgages.

A mortgagee will be deemed to have consented to any amendment, which requires the consent of such mortgagee when the mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a "return receipt" requested.

Sponsor hereby reserves to itself and Sponsor-designees the right to amend the Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of filing the Floor Plans required by Section 339-p of the Real Property Law of the State of New York for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans, the verified statement

of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p. No such amendment will be effective until recorded in the Office of the City Register of the City of New York. Any changes to the Floor Plans will necessitate an amendment to the Plan.

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

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

Sale or lease of Units by Unit Owners

Each Unit Owner has the right to sell or lease his or her Unit, subject to the following restriction. No Unit Owner will be permitted to sell or lease his or her Unit unless and until the Unit Owner will have paid in full to the Board of Managers all unpaid Common Charges and assessments theretofore assessed by the Board of Managers against the Unit and until he or she will have satisfied all unpaid liens against the Unit. The restrictions on resale listed in this paragraph apply to Sponsor and its designees. The terms of any Unit Owner's lease, including the rent, will be subject to the laws of the State of New York and the City of New York.

Mortgaging of Units by Unit Owners

Each Unit Owner has the right to mortgage his or her Unit subject to the following restriction. No Unit Owner will be permitted to mortgage his or her Unit unless and until the Unit Owner will have paid in full to the Board of Managers all unpaid Common Charges and assessments theretofore assessed by the Board of Managers against the Unit and until he or she will have satisfied all unpaid liens against the Unit.

Common Charges and Assessments

The Board of Managers will from time to time, at least annually, prepare a budget for the Condominium, determine the amount of 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, except as otherwise indicated.

The Common Expenses will 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 2 of Article VI of the By-Laws and the fees and disbursements of the Insurance Trustee, if any.

The Common Expenses will also include such amounts as the Board of Managers may deem proper for the Reserve Fund for capital expenditures, the amount of which will be equal to 10% of the projected annual budget of the Condominium.

The Common Expenses may also include such amounts as may be required for the purchase by the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, of any Unit, which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Units.

The Board of Managers will also, where necessary, impose an assessment or additional Common Charge in order to meet any unanticipated Common Expense.

The Board of Managers will 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 will furnish copies of each budget on which such charges are based, to all Unit Owners and to their mortgagees, if so required.

Sponsor or Sponsor-designee will be responsible for the Common Charges assessed against a Unit owned by it from the date of the first Unit closing until such Unit is sold to a bona fide purchaser.

All Unit Owners will be obligated to pay the Common Charges assessed by the Board of Managers pursuant to the provisions of Section 1 of Article VI of the By-Laws at such time or times as the Board of Managers shall determine.

No Unit Owner will be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of the By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII of the By-Laws. In addition, any Unit Owner may, subject to the terms and conditions specified in the By-Laws, provided that his or her Unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid Common Charges, convey his or her 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.

The Board of Managers will assess Common Charges against the Unit Owners from time to time at least annually and will 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. The Board of Managers will also take prompt action to collect any assessment due from any Unit Owner, which remains unpaid for more than thirty (30) days from the due date thereof. Common Charges and assessments will be paid by the 5th day of the month in which they are due or they will be deemed to be late. The Board of Managers will have the right to place a lien against a Unit whose Owner fails to pay common charges for the Unit within fifteen (15) days of same becoming due and payable.

In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges or any assessment as determined by the Board of Managers, such Unit Owner will be obligated to pay interest at the highest legal rate on such Common Charges or assessments from the due date thereof, together with all expenses, including late fees charged by the Board of Managers and attorneys' fees incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or assessments. The Board of Managers will have the right and duty to attempt to recover such Common Charges or assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' 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 the payment of Common

Charges or assessments will not be permitted to vote at any regular or special meeting of Unit Owners.

In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner will be required to pay a reasonable rental for the use of his or her Unit and the plaintiff in such foreclosure action will be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, will have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to vote the votes appurtenant to). A suit to recover a money judgment for unpaid Common Charges will be maintainable without foreclosing or waiving the lien securing the same.

Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges while it is in control of the Board of Managers.

Repairs

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except the painting of the exterior side of Unit entrance door), windows (except the painting and cleaning of the exterior side of windows), electrical (except the Common Elements), plumbing (except the Common Elements) and heating fixtures, air conditioning units and appliances, if any, within the Unit or belonging to the Unit Owner will be at the Unit Owner's expense, except as otherwise specifically provided in the By-Laws.

All maintenance, repairs and replacements to the Common Elements as defined in the Declaration, and the painting, decorating, maintenance and repairs of the exterior side of Unit entrance doors and windows, and the cleaning of the exterior side of windows and the replacements of the windows and Unit entrance doors will be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense will be charged to such Unit Owner.

Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed:

- (a) by the Board of Managers as a Common Expense, if such Limited Common Element involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, all necessary waterproofing of the Limited Common Elements except as set forth below, and the repair of any leaks that are not caused by the acts or omissions of the Unit Owner, having direct and exclusive access thereto), or
- (b) the Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving non-structural ordinary maintenance, repairs or replacements, including but not limited to painting, decorating

and/or maintenance, waterproofing, repair and/or replacement of decking, tile or railings and/or means of terrace or balcony access constructed or installed by or at the request of the Unit Owner, or as a result of the Unit Owner's negligence, misuse or neglect.

Any damage to the Building or equipment caused by Unit Owners, their guests, tenants, or visitors shall be repaired at the expense of the said Unit Owner. Please see Rule 17 of the Rules and Regulations of the Condominium in Part II of the Plan.

A Unit Owner must grant a right of access to his or her 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 inspections or for the purpose of correcting any condition originating in his or her Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his or her Unit or elsewhere in the Building, or remedying any condition which would violate the provisions of any mortgage encumbering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by the By-Laws, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided for in Section 15 of the By-Laws, any costs for repairs shall be borne in accordance with the provisions of Section 10 of Article VI of the By-Laws.

Additions, Alterations and Improvements

Subject to the provisions of Section 2 of Article II of the By-Laws, whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements (but not maintenance) costing in excess of \$50,000.00, and the making of such additions, alterations or improvements will have been approved by a majority of the Unit Owners, the Board of Managers will proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. 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.

Except as provided below, no Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which is structural or which affects the exterior of the Building or the value of other Units, without the prior written consent thereto of the Board of Managers which consent shall not be unreasonably withheld. Any requests for consent to make additions, alterations or improvement in a unit which is structural in nature, or affects the exterior of the Building or the value of other unit, must be made via certified mail with return receipt. The Board of Managers must grant or deny such consent within thirty (30) days of receiving a request for such consent. If such request is neither granted nor denied within forty five (45) days of receipt of the notice, such request shall be deemed granted. In connection with

the approval of any addition, alteration or improvement by a Unit Owner as required herein, the Board of Managers may require that such Unit Owner enter into a written agreement, reasonably satisfactory to the Board of Managers, regarding such work. Such agreement may include, but shall not be limited to, provisions for adequate insurance, indemnification of the Condominium and the Board of Managers, submission of all plans and specifications to the Board of Managers, and restrictions on the hours during which the work may be done. 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 however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent to any addition, alteration or improvement to be made by a Unit Owner in accordance with the provisions of Section 13 of Article VI of the By-Laws, such consent shall be deemed to provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (certificates of which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by such addition, alteration, or improvement, or due to improper design or construction of such addition, alteration, or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and for any services provided in connection with such addition, alteration, or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of Section 13 of Article VI of the By-Laws which require the consent of the Board of Managers in connection with an addition, alteration or improvement in or to a Unit, which is structural or which affects the exterior of the Building or the value of other Units shall not apply to Units owned by Sponsor or Sponsor-designee. Sponsor or Sponsor-designee shall not need such consent. All other provisions of this Section 13 shall apply to all Units. For example, with respect to such addition, alteration or improvement to a Sponsor-owned Unit, such work shall be at the sole cost and expense of Sponsor or Sponsor-designee, and shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances. All work must be done by reputable contractors with adequate liability, property damage and Workers Compensation insurance (certificates of which shall be delivered to the Board of Managers prior to the commencement of construction). Any such additions, alterations or improvements, shall be maintained in their entirety by Sponsor or Sponsor-designee who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional

stresses caused by any addition, alteration, or improvement, or due to improper design or construction of the structural addition, alteration, or improvement. Additionally, Sponsor or Sponsor-designee shall reimburse the Board of Managers any reasonable out-of-pocket expenses incurred by the Board of Managers for any services provided in connection with such addition, alteration, or improvement.

Non-structural additions, alterations or improvements to Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers except that the Board of Managers may require that the Unit Owner enter into a written agreement, reasonably satisfactory to the Board of Managers, regarding such work as required for additions, alterations or improvements which require the consent of the Board of Managers, prior to commencing such work.

The Board of Managers shall:

- (i) cause the façade of the Building to be inspected annually by either a registered architect or professional engineer, and keep a log of each inspection and issue a directive to make all required repairs;
- (ii) cause all outdoor drains to be inspected semi-annually by either a licensed plumber or professional engineer, and keep a log of each inspection and issue a directive to make all required repairs in order to ensure that no further damage or deterioration occurs;
- (iii) cause the roof to be inspected semi-annually by either a licensed plumber or professional engineer, and keep a log of each inspection and issue a directive to make all required repairs in order to ensure that no further damage or deterioration occurs.

The Green Roof

The Building will have a green roof consisting of four (4) areas, located at the main roof of the Building. The size of each area of the green roof will be 197.00 square feet, 316 square feet, 508.00 square feet, and 216 square feet, respectively. The green roof will consist of the filter sheets, drainage layer, soil growing medium, light vegetation/planting, and retention trim filled with gravel. The green roof will be a Common Element. All maintenance, repair and replacement to the green roof will be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense will be charged to such Unit Owner. The green roof will be planted with low-growing, hardy, drought-tolerant plants like sedums and mosses. The maintenance of the green roof will require weeding of plants and inspection of drainage layer. The green roof will not require a fertilization. The cost of maintenance of the green roof, which will include landscaping, will be approximately \$1,237.00 per year of \$1.00 per square foot. The Board of Manager may hire a landscape architect to re-design the green roof to the different aesthetic in the future.

Insurance

The Board of Managers will be required to obtain and maintain, to the extent obtainable, the following insurance:

- (a) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including improvements, furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees as their interests may appear, in an amount to be determined by the Board of Managers but in no event to be less than eighty 80% of the full replacement cost of the Building, including the above noted items, but exclusive of footings and foundations, as approved by a fire insurance company or a qualified insurance broker; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, if any, as herein provided;
- (b) directors and officers liability insurance;
- (c) worker's compensation insurance if the Condominium has employees; and
- (d) such other insurance as the Board of Managers may determine.

All policies of physical damage insurance will provide that adjustment of loss will be made by the Board of Managers (with the approval of the Insurance Trustee, if any, if more than \$50,000.00), and that the total proceeds thereof, if \$50,000.00 or less, will be payable to the Board of Managers, and if more than \$50,000.00, will be payable to the Insurance Trustee, if any.

All policies of physical damage insurance will contain waivers of subrogation and of any reduction of pro-rata liability of the insured 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 the individual Unit Owners as well as the Condominium will be primary insureds to the extent as their interests will also appear. Such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, 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, will be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies if so requested in writing by them. Please see Schedule B for details of the Condominium's insurance coverage.

The Board of Managers will also be required to obtain and maintain, to the extent 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 will also cover cross-liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least \$1,000,000.00 covering all claims for bodily injury with respect to any one occurrence. Please see Schedule B for details of the Condominium's insurance coverage.

The Property is located in Flood Zone X on FEMA Map Number 3604970352F, effective on September 5, 2007. The Property is designated as an area of minimal flood hazard on the currently effective FEMA's Flood Insurance Rate Map, i.e. the area with less than 0.2% annual risk of flood, according to FEMA's Flood Insurance Rate Map, and which is determined to be outside the 500-year flood level. There is no mandatory flood insurance requirement for Flood Zone X. The Board of Managers may choose to purchase flood insurance at additional cost, of \$2,663.00 per year.

The insurance provided by the Board of Managers will not cover improvements, furniture, furnishings or other personal property supplied or installed by Unit Owners. Nor will it cover personal injury claims occurred inside individual Units. Please see Schedule B for details of the Condominium's insurance coverage. Unit Owners are advised to acquire insurance that will cover furniture, furnishings or other personal property supplied or installed by Unit Owners, and cover personal injury claims occurred inside individual Units.

Unit Owners will not be prohibited from carrying other insurance for their own benefit, provided that all such policies will contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers will not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies will be endorsed to state that they will in no way conflict with any insurance carried by the Board of Managers.

If, by reason of the occupancy or use of a Unit, the rate of fire or liability insurance for the Property will be increased, such Unit Owner will (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

During the time in which Sponsor is in control of the Board of Managers, the insurance coverage will not be less than that required by the Department of Law.

In the event of a fire or other casualty which damages or destroys less than 75% of the Building containing the Units, the Board of Managers will arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen and bathroom fixtures and floor coverings initially installed therein by Sponsor, but not including any wall, ceiling or floor decorations or coverings or other improvements, furniture, furnishings, fixtures, appliances or equipment installed in the Units by the Unit Owners), and the Board of Managers or the Insurance Trustee, as the case may be, will 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 will constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If 75% or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals 75% in the aggregate of the total Common Interest do not duly and promptly resolve to proceed with repair or restoration, the Property will 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 sale, together with the net proceeds of insurance policies (or if there will have been a repair or restoration pursuant to the first paragraph of Section 3 of Article VI of the By-Laws, and the amount of insurance proceeds will have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) will be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interest, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his or her Unit, in the order of the priority of such liens.

Whenever in Section 3 of Article VI of the By-Laws the words “promptly repair” are used it will 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 will hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after the Insurance Trustee notified said Board of Managers and Unit Owner or Unit Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary. If there is no Insurance Trustee, then the aforementioned sixty (60) and ninety (90) day periods will be from the date of notification by an insurance adjuster retained by the Board of Managers. Wherever the words, “promptly resolve” are used it will mean not more than sixty (60) days from the date of receipt of said insurance funds.

Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance for the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Limited Common Elements, which will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law. No Unit Owner or any of his or her family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her Unit or Limited Common Elements any flammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit. Please see Rule 16 of the Rules and Regulations of the Condominium in Part II of the Plan.

Restrictions on Occupancy and Use

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 will be restricted to and will be in accordance with the following provisions:

A. Each Residential Unit may be used as a residence and a professional home office only.

Each Parking Unit shall be used solely for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event the Parking Unit is not used by its Owners, it may be rented by its Owners. Any rent of the Parking Unit to persons who are not occupants of the Building shall be for a period of not less than one week and not more than one month. The Parking Unit which has thus been rented shall be made available to the occupants of the Residential Unit, which own the Parking Unit, within thirty days after the written request therefor.

Notwithstanding the foregoing, Sponsor or Sponsor-designee shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages:

- (a) to maintain general, sales or leasing offices in one or more or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property;
- (b) to have its employees, contractors and sales agents present on the Property;
- (c) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction of the Building or Units and to comply with its obligations.

Sponsor or Sponsor-designee are entitled to the rights enumerated herein for so long as Sponsor or Sponsor-designee, as applicable, continues to own at least one (1) Unsold Unit in the Condominium.

B. The Common Elements and the Limited Common Elements may only be used 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. The balconies and terraces may be used for social gatherings and outdoor cooking. The balconies and terraces may not be enclosed. The Common Elements and the Limited Common Elements may not be used as a dwelling space.

The use of the roof of the Building as contemplated in the Plan will comply with the requirements set forth in the New York City Department of Building's Bulletin 2018-002. Pursuant to the Bulletin, the roof must be shown on a certificate of occupancy and be designed in accordance with the NYC Construction Codes. A number of people who may use the roof at the same time is limited to 200 square feet per person.

The roof of the Building was designed in accordance with 2022 New Your City Building Code, Chapter 16.

The use of the roof of the Building will be limited to 17 people at the same time.

C. No nuisances will be allowed on the Property nor will any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

D. No immoral, improper, offensive, or unlawful use will be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof will be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, will be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever will have the obligation to maintain or repair such portion of the Property.

E. No portion of a Unit other than the entire Unit, including any Limited Common Elements appurtenant thereto, may be rented.

F. No exterior of any Unit or the windows or doors thereof or any other portions of the Common Elements or the Limited Common Elements shall be painted or decorated by any Owner or in any manner without the prior written consent of the Board of Managers. No furniture, equipment, or other personal articles shall be placed in entrances, hallways, stairways, or other Common Elements. No Unit Owner shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any of the Units in the Building or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness. Nothing shall be hung or shaken from any doors or windows and no Unit Owner shall sweep or throw or permit to be swept or thrown, any dirt or other substances therefrom. No exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used on or about the Building or Common Elements except such as shall have been approved by the Board of Managers, or as required by law.

G. There are no pets, animals or birds restrictions in the Building.

H. [A] Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke, and [B] use of battery-operated devices that heat a liquid, gel, herb or other substance and produces vapor for people to inhale are not permitted:

- [i] inside of the Units;
- [ii] anywhere in the Limited Common Elements of the Units;
- [iii] anywhere inside of the Building;
- [iv] outdoor Common Elements, including play areas, rooftops, courtyards, patios, porches or yards; and
- [v] outdoors within 15 feet of entrances, exits, windows, and air intake units in the Building.

This prohibition is included in Rule 28 of the Rules and Regulations of the Condominium.

General

1. The Condominium will not have a right of first refusal in connection with sales and leases of Units.

2. Pursuant to the By-Laws of the Condominium, any matter arising out of the Condominium Documents, except for an action to foreclose a lien for unpaid common charges by the Board of Managers or an action seeking injunctive relief, shall be submitted for resolution by a panel of three (3) arbitrators in a proceeding held in the City of New York, which arbitrators shall be appointed as follows: One arbitrator shall be chosen by the Board of Managers, one arbitrator shall be chosen by the Unit Owner and the third arbitrator shall be chosen by the two aforementioned arbitrators. The decision of the arbitrators so chosen shall be given within thirty (30) days after his or her selection or appointment. The decision shall be enforceable in a court of law of competent jurisdiction. There is no right of appeal from the arbitrator's decision. The decision, however, may be vacated if the court finds that the rights of the party were prejudiced by:

- (i) corruption, fraud or misconduct in procuring the decision; or
- (ii) partiality of the arbitrator appointed as a neutral; or
- (iii) the arbitrator exceeded his power or so imperfectly executed it that a final and definite decision upon the subject matter submitted was not made.

The fees, costs and expenses of the arbitrators shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses. All costs and expenses paid or incurred by the Board of Managers in connection with any arbitration held, including, without limitation, the fees and expenses of counsel and expert witnesses shall constitute Common Expenses. Please see Article XIV of the By-Laws in Part II of the Plan.

Options for appeal are limited for matters submitted to arbitration.

The arbitration provision does not relate to Purchase Agreements.

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

4. Refuse should not be placed on the sidewalk except on days of collection. Placing refuse on the sidewalk on days other than days of collection may result in a fine or

penalty being levied against the Building. In turn, the Board of Managers will seek compensation for said fine or penalty from the Unit Owner, who caused said fine or penalty. Please see “Rules and Regulations” Section of Part II of the Plan.

5. The terraces and balconies are uninhabitable spaces. They may not be legally used for any residential uses including bedroom, dining room, or any other use considered to be a habitable space as defined by the New York City Building Code. Their use as a living or sleeping space may result in a building code violation being issued against the Building and the imposition of fines against the Building. The Unit Owner, who caused the violation, will be obligated to remove it and pay all fines associated with the violation. Please see “Rules and Regulations” Section of Part II of the Plan.

REAL ESTATE TAXES

After the Units are separately assessed, each Unit Owner will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for the payment of, nor subject to, any lien for non-payment of taxes on any other Unit. The Units may not be separately assessed for the first year of Condominium operation.

In the event that the 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 escrow in the name of the Board of Managers an amount equal to the real estate taxes attributable to the Unsold Units, which will be levied against them for the six (6) month period following the first closing, or until the Units are separately assessed, whichever is sooner, and will collect at each Unit closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and Sponsor will be entitled to reimbursement from Unit Owners to the extent of the actual assessment. It is anticipated that Units will be separately assessed for the 2026/2027 tax year, and that individual Unit Owners (whether Purchasers or Sponsor) will pay the taxes thereof. The amount of real estate tax escrow will be disclosed in the initial post-closing amendment to the Plan.

The Property is taxed by the City of New York through the Department of Finance, which through the Department of Finance, has assessed the Property at a pre-construction value of \$125,887.00.

Section 581 of Real Property Tax Law provides that a condominium unit shall be assessed at a sum not exceeding the assessment which would be placed upon such parcel not owned as a condominium. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual Units in determining the assessed valuation.

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

Sponsor anticipates that the construction will be completed by December 31, 20025.

It is anticipated that Units will be separately assessed for the 2026/2027 tax year. The anticipated date of reassessment after the construction is complete is January 5, 2026.

No real estate tax abatement benefits will be available to the Units.

Properties in New York City are divided into different classes, each treated differently under the law. The type of property one owns determines class and how property value is assessed. Tax classes each pay a different share of property tax in New York City. Tax Class 2 includes residential properties with more than three (3) units, including cooperatives and condominiums. Tax Class 4 includes commercial properties.

Upon the estimate provided by MGN Consulting Corp., in the post-completion year of 2026/2027, the Property will be assessed at \$2,755,669.00. \$2,627,700.00 out of said \$2,755,669.00 will be attributable to the Residential Units and \$127,969.00 to the Parking Units.

The projected real estate taxes in Schedule A for the Residential Units are calculated based on these Units being in Tax Class 2, the estimated tax rate of 12.500% of their assessed value, and the post-completion assessed value of the Residential Units estimated by MGN Consulting Corp. to be \$2,627,700.00 for the post-completion year of 2026/2027. Based on this information, the projected real estate taxes in Schedule A for the Residential Units are expected to be \$328,463.00.

The real estate taxes payable in Schedule A by the Residential Units are determined by applying said data to calculate real estate taxes against the Residential Units and then allocating the amount due in conformity with the allocation of the Adjusted Residential Percentages of Common Interest, calculated as follows:

Adjusted Residential Percentage of Common Interest of Residential Unit = (Percentage of Common Interest of Residential Unit in Schedule A * 100) / 96.72

The projected real estate taxes in Schedule A for the Parking Units are calculated based on the Parking Units being in Tax Class 4, the estimated tax rate of 10.762% of the assessed value of the Parking Units, and the post-completion assessed value of the Parking Units estimated by MGN Consulting Corp. to be \$127,969.00 for the post-completion year of 2026/2027. Based on this information, the projected real estate taxes in Schedule A for the Parking Units are expected to be \$13,772.00.

The real estate taxes payable in Schedule A by the Parking Units are determined by applying said data to calculate real estate taxes against the Parking Units and then allocating the amount due in conformity with the allocation of the Adjusted Parking Percentages of Common Interest, calculated as follows:

Adjusted Parking Percentage of Common Interest of Parking Unit = (Percentage of Common Interest of Parking Unit in Schedule A * 100) / 3.28

The letter of MGN Consulting Corp., dated January 14, 2025, is located on pages 125-127 of Part I of the Plan.

IN THE EVENT THERE ARE INCREASES IN THE REAL ESTATE TAX RATE OR THE UNIT'S ASSESSED VALUATION, REAL ESTATE TAXES MAY BE HIGHER THAN SET FORTH IN THE PLAN FOR THE FIRST YEAR OF OPERATION OF THE

CONDOMINIUM AND IN FUTURE YEARS. HENCE, INDIVIDUAL CARRYING COSTS FOR ALL UNITS WILL ALSO BE HIGHER.

There are no tax certiorari proceedings currently pending. Individual Unit Owners may challenge the assessment of their units by filing a tax protest in accordance with the rules of the New York City Tax Commission. The Board of Managers may also file a protest on behalf of all Unit Owners. While there is no specific section of the By-Laws dealing with review of real estate tax assessments, the general grant of power in the Board of Managers to operate the Property in the best interests of all Unit Owners is sufficient to delegate to the Board of Managers the right to file tax protests on behalf of all Unit Owners. The Building benefits from the limitations imposed by Sections 581 and 1805 of the Real Property Tax Law of the State of New York.

The projections set forth herein are based on the current City of New York tax rate and assessment procedures. No guarantee or warranty is or can be made that the tax rate will not change in the future, or that the assessed value of the Unit will not rise due to changes in assessment practices and policies or increases in market value which are reflected in the assessed value.

The City of New York is not bound by the allocation of the Common Interests, and may allocate on a different basis. Nor is the City bound by the estimate of the market value of the Property. All figures are estimates.

Under Section 528 of the Internal Revenue Code, homeowners associations are eligible for a limited exemption from income taxation.

An organization can be classified, for tax purposes, as a homeowners association if it satisfies the following six conditions:

1. The organization must be a condominium management association.
2. The organization must be organized and operated to provide for the management, maintenance, and care of association property.
3. Sixty (60%) percent or more of the organization's gross income for the taxable year must consist solely of amounts received as membership dues, fees, or assessments from owners of residential units.
4. Ninety (90%) percent or more of the organization's expenditures for the taxable year must be for the management, maintenance, and care of association property.
5. No part of the organization's net earnings may inure to the benefit of any private shareholder or individual, other than by providing management, maintenance and care of association property, or by a rebate or excess membership dues, fees, or assessments.
6. The organization must elect for the taxable year to be subject to the tax regime of Section 528 of the Internal Revenue Code. (See Section 528(c)(1))

Under Section 528 of the Internal Revenue Code, associations are taxed at a rate of 30% on the homeowners association taxable income. Association taxable income consists of all of the organization's income except exempt function income.

Exempt function income includes any amount received as membership dues, fees, or assessments from owners of condominium housing units of a condominium management association.

Section 528(c)(2) defines condominium management association as any organization organized and operated to provide for the management, maintenance, and care of association property with respect to a condominium project substantially all of the units of which are used by individuals for residences.

Section 1.528-4(b) of the Treasure Regulations stipulates that "substantially all of the units of a condominium management association will be considered as used by individuals for residences if at least 85% of the total square footage of all units within the project is used by individuals for residential purposes."

The square footage of the Residential Units in the Condominium is above an 85% threshold.

Accordingly, the Condominium will be eligible to qualify as an exempt homeowner's association under Section 528 of the Internal Revenue Code if the Condominium elects to do so. As a result, the Condominium will not be subject to Federal corporate income tax.

On July 4, 2025, the One Big Beautiful Bill Act ("OBBBA") was signed into law. The OBBBA significantly changed the Tax Cuts and Jobs Act of 2017 and the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership.

Under the OBBBA, a Unit Owner who itemizes his or her deductions and earns up to \$500,000.00 should, for Federal income tax purposes, be entitled to a deduction for interest paid on an indebtedness secured by his or her Unit and for real estate taxes paid for the Unit up to \$40,000.00 during 2025 tax year, with 1% per year increase during 2026-2029 tax years, and \$10,000.00 in 2030 tax year. These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion of Counsel, attached hereto and made a part hereof.



2518 Ocean Ave Tower LLC
1694 McDonald Avenue
Brooklyn, NY 11230

Tax Opinion Letter for Condominium Project
2518 Ocean Avenue, Brooklyn, NY 11229
Block: 7324 Lot: 31

THIS LETTER IS BEING SENT TO YOU WITH THE EXPRESS UNDERSTANDING THAT OUR FIRM ASSUMES NO LIABILITY FOR OUR OPINIONS PRESENTED HEREIN.

The following estimates are provided in response to your request for an opinion and projection of the real estate assessments and taxes.

This opinion is based solely on the representations made to us by you and your architect.

I. Project Details

You have informed us that you intend to create a condominium on the above tax lot ("property"), and that this building will be constructed pursuant to Department of Buildings job number **B08022562** for job type "**NB – New Building**"

You have requested an opinion concerning the real property assessment to be levied upon the above property for the first full tax year after completion of construction, which corresponds to the tax year **2026/2027**. In order to prepare this letter and the opinion set forth herein, you have supplied us with certain information upon which we have relied. You have informed us that the construction commenced on **February 14, 2024**; and that the anticipated completion date is **June 15, 2025**. You have advised us of your acquisition costs and the anticipated construction costs.

You have also supplied us with architectural drawings of the proposed building prepared by Versatile Engineering, P.C. The data contained in the architectural drawings indicates that the building will have 9 (nine) main levels plus cellar level.



You have informed us that there will be **30** (thirty) residential units located on the 2 (second) floor through 9 (ninth) floor; **8** (eight) parking spaces located on the 1 (first) floor.

II. Estimated Assessed Value

We have considered the following factors in formulating our opinion: **(a)** the recent tax assessment history of the property; **(b)** the potential income of the new structure (if operated as a rental); **(c)** comparable properties in Brooklyn (specifically, in Sheepshead Bay, Homecrest and Gravesend neighborhoods); **(d)** market conditions in the general area; and **(e)** estimate of the cost of construction.

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

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore, the prices that you set in your offering plan and any subsequent sales or re-sales are not relevant in determining the assessed value of the property or of the individual condominium units.

We believe that the subject property will be classified as Tax Class 2 upon completion of construction. Once the apportionment of value between condo units occurs, the individual residential units will be classified as **Tax Class 2**. The current 2024/25 class 2 tax rate is **12.500%** of assessed valuation. The individual parking units will be classified as **Tax Class 4**. The current 2024/25 class 4 tax rate is **10.762%** of assessed valuation.

2026/27 Projected Assessed Value and Tax Liability

Projected Assessed Value of Residential Units: \$2,627,700

Projected Tax Liability: \$328,463

Projected Assessed Value of Parking Units: \$127,969

Projected Tax Liability: \$13,772



Date: January 14, 2025

Page: 3 of 3

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

NO WARRANTY IS OR CAN BE MADE BY THIS FIRM THAT THE ASSESSED VALUATION WILL BE AS ESTIMATED HEREIN, AND THE WRITER OF THIS LETTER SHALL NOT BE LIABLE, IF BECAUSE OF CHANGES IN LAWS AND/OR REGULATIONS, OR THE INTERPRETATIONS OF LAWS AND/OR REGULATIONS, OR IF THE FACTS REPRESENTED BY SPONSOR, ARCHITECT OR APPRAISER PROVE INCORRECT, THE PROPERTY'S TAX LIABILITY TURNS OUT TO BE DIFFERENT. WE MAKE NO REPRESENTATIONS OR GUARANTEES THAT THE ASSESSED VALUES WILL BE FIXED AT ANY AMOUNT. NEITHER WE NOR ANY PERSON CAN GUARANTEE WHAT THE REAL ESTATE TAXES WILL BE AT ANY FUTURE DATE

We consent to the inclusion of this letter in the Offering Plan.

Sincerely,

Yuri Geylik, CEO

INCOME TAXES DEDUCTIONS TO UNIT OWNERS AND
TAX STATUS OF CONDOMINIUM

On July 4, 2025, the One Big Beautiful Bill Act (“OBBBA”) was signed into law. The OBBBA significantly changed the Tax Cuts and Jobs Act of 2017 and the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership.

Under the OBBBA, a Unit Owner who itemizes his or her deductions and earns up to \$500,000.00 should, for Federal income tax purposes, be entitled to a deduction for interest paid on an indebtedness secured by his or her Unit and for real estate taxes paid for the Unit up to \$40,000.00 during 2025 tax year, with 1% per year increase during 2026-2029 tax years, and \$10,000.00 in 2030 tax year. These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion of Counsel, attached hereto and made a part hereof.

The affairs of the Condominium will be governed by the Board of Managers. The Board of Managers will assess and collect Common Charges from the Unit Owners, and will have certain discretionary powers over the operating expenses and the application of the assessments. Sponsor’s counsel is of the opinion that the Condominium will be eligible to qualify as an exempt homeowner’s association under Section 528 of the Internal Revenue Code if the Condominium elects to do so. As a result, the Condominium will not be subject to Federal corporate income tax.

The statements set forth herein are based upon an analysis of the Internal Revenue Code of 1986, as amended, the New York State tax law, the Administrative Code of the City of New York, the applicable regulations promulgated or proposed thereunder, the current position of applicable administrative agency, in particular, the position of the IRS stated in published Revenue Rulings and Procedures, and judicial decisions. It is emphasized, however, that legislative, judicial or administrative changes may be made which would require modifications of such statements, or that, the IRS or other applicable administrative agency may disagree with counsel’s interpretations and conclusions.

A more detailed statement of the tax factors involved may be found in the Tax Opinion of Counsel.

No warranty or guaranty is made that the United States Treasury Department or the New York State Department of Taxation and Finance or the New York City Department of Finance will allow the aforementioned deductions, and no representation or warranty is made that the tax law or the regulations or rulings issued thereunder, or any judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither Sponsor nor Sponsor’s attorney shall be liable if, for any such reason, it is held that the Unit Owners are not entitled to such income tax deductions or to special exemptions as aforesaid.

Each Purchaser should consult with his or her own attorney or tax adviser with regard to tax consequences of this purchase.

TSYNGAUZ & ASSOCIATES, P.C.
 225 Broadway, Suite 2640
 New York, NY 10007
 (212) 337-9770

OPINION OF COUNSEL

December 19, 2025

Michael Shapiro
 2518 Ocean Ave Tower LLC
 1694 McDonald Avenue
 Brooklyn, NY 11230

Re: 2518 Ocean Avenue Condominium
 2518 Ocean Avenue
 Brooklyn, NY 11229

Dear Mr. Shapiro:

You have requested my opinion concerning (i) the availability of certain deductions for Federal, New York State, and New York City income tax purposes to persons who purchase units for residential use, (hereinafter called the “Unit Owners”), under a Condominium Offering Plan, (hereinafter called the “Plan”), for 2518 Ocean Avenue Condominium, (hereinafter called the “Condominium”), (ii) the Federal income tax treatment of the common charges received by the board of managers of the Condominium, (hereinafter called the “Board”), and (iii) the availability of real estate tax abatement and exemption benefits for this project.

In connection with rendering this opinion, I have prepared the Plan and the Schedules and Exhibits thereto, the Declaration of the Condominium, (hereinafter called the “Declaration”), the By Laws of the Condominium, (hereinafter called the “By-Laws”), and reviewed the relevant sections of the Internal Revenue Code of 1986, as amended, (hereinafter called the “Code”), the Regulations promulgated thereunder by the Treasury Department, (hereinafter called the “Treas. Regs.”), the New York State Tax Law, the Administrative Code of the City of New York, revenue rulings, relevant case law and such other materials as I have deemed relevant.

Facts

The sponsor will apply to the Department of Law of the State of New York to convert the premises, located at 2518 Ocean Avenue, Brooklyn, NY 11229 to a condominium ownership pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, (hereinafter called the “New York Condominium Act”). The Condominium will consist of thirty (30) residential units and eight (8) parking units. Each Unit Owner will own his or her Unit and an interest in the elements common to all Units, (hereinafter called the “Common Elements”). Each Unit Owner will be entitled to the exclusive ownership and possession of his or her Unit and will receive a separate deed to the Unit.

The affair of the Condominium will be governed by the Board which, pursuant to the By-Laws, will act only as an agent of all Unit Owners. The Board will be comprised of at least three (3) members, who shall each be elected by the Unit Owners. The primary function of the Board will be to supervise the maintenance and operation of the Common Elements, and collect charges necessary to maintain and operate the Common Elements, (hereinafter called the “Common Charges”).

Discussion

Deductibility of mortgage interest and real estate taxes

Under the New York Condominium Act, each Unit Owner will own his or her Unit and its appurtenant interest in the Common Elements in fee simple, and each Unit will be taxed as a separate tax lot for real estate tax purposes. Each Unit Owner may mortgage his or her Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. Failure to pay his or her share of the Common Charges will result in the Board having a lien on the Unit for the unpaid Common Charges.

On July 4, 2025, the One Big Beautiful Bill Act (“OBBBA”) was signed into law. The OBBBA significantly changed the Tax Cuts and Jobs Act of 2017 and the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership.

Under the OBBBA, the state and local tax (SALT) deduction for mortgage interest and real estate taxes paid by a homeowner earning up to \$500,000.00 has been raised to \$40,000.00 (the “Cap”) during 2025 tax year. For 2026-2029 tax years, the Cap will increase by 1% per year, i.e. \$40,400.00 in 2026, \$40,804.00 in 2027, \$41,212.00 in 2028, and \$41,624.00 in 2029. In 2030 tax year, the Cap will return to \$10,000.00 established by the TJCA.

In my opinion, under the OBBBA, a Unit Owner who itemizes his or her deductions and earns up to \$500,000.00 should, for Federal income tax purposes, be entitled to a deduction for interest paid on an indebtedness secured by his or her Unit and for real estate taxes paid for his or her Unit up to \$40,000.00 during 2025 tax year, with 1% per year increase during 2026-2029 tax years, and \$10,000.00 in 2030 tax year.

It is also my opinion that each Unit Owner should, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year. See Section 615 of the Tax Law of the State of New York.

It should be noted, however, that for New York City income tax purposes, the benefit of such deduction may be reduced if the Unit Owner has more than the specified amount of tax preference items. See Sections 615, 622 and 623 of the Tax Law of the State of New York.

Common Charges - Federal income taxation of the Condominium

Section 528 of the Code provides a tax exemption for an organization that qualifies as a “homeowners association” which term includes a “condominium management association”. A “condominium management association” is defined as an organization organized and operated to provide for the acquisition, construction, management, maintenance, and care of a condominium, provided substantially all of the units are used by individuals for residence. See Sections 528 (c)(1)(A) and 528 (c)(2) of the Code. “Substantially all” the units will be considered used by individuals for residences if at least 85% of the total square footage of all units within the project is used, or is intended to be used, by individuals for residential purposes or purposed auxiliary to residential use, such as storage rooms, laundry and maintenance areas. See Section 1.528-4(b) of Treas. Regs. The organization itself will be considered “organized and operated” for the acquisition, construction, management, maintenance, and care of such condominium, if the facts and circumstances indicate such to be the case. See Section 1.528-2 of Treas. Regs.

However if the articles of the Condominium reflect that it is the purpose of the association, then the condominium management association will be presumed to be operated for such purpose. See Section 1.528-2(a) of Treas. Regs.

In addition to the organization and operation test, the tests set forth below must be satisfied under Section 528 (c)(1) of the Code in order for a condominium to qualify as a “homeowner’s association”.

- (1) 60% or more of the gross income of the organization must be “exempt function income,” that is, income derived from the payment of dues or fees from the residential unit owners in their capacity as owner-members rather than in the capacity as customers for services. See Section 528 (c)(1)(A) of the Code and Sections 1.528-5 and 1.528.9 of Treas. Regs. “Exempt function income” includes income which is attributable to assessments that arise as a result of the members’ ownership interest, either based on value or size of their units, and used for the purpose of enhancing or maintaining the value of the residence. See Section 1.528-9(a) of Treas. Regs. For example, the regulations indicate that assessments for the purpose of paying real estate taxes, removing garbage, or removing snow are “exempt function income”. See Section 1.528-9(b) of Treas. Regs. Income attributable to the use of laundry machines and interest earned on sinking funds is not exempt function income. See Section 1.528-9(c) of Treas. Regs. Any assessments attributed to special capital improvements, which are treated as capital contributions, are not included in gross income, and therefore, are not part of the calculation of the gross income test. See Section 1.528-9(a) of Treas. Regs.;
- (2) 90% or more of the expenditures of the organization for the taxable year must be used for the acquisition, construction, management, maintenance and care of the organization’s property. See Section 528(cc)(1)(c) of the Code. These expenditures include operating and capital expenditures during the taxable year. Investments in reserve funds for future expenditures are not included in this calculation;

- (3) No part of the net earnings of the organization may inure to the benefit of any individual. See Section 528(c)(1)(D) of the Code. The Code expressly excludes benefits received by a unit owner attributable to the homeowners association performing its exempt function, such as the benefit from the homeowners association acquiring, constructing, managing and taking care of the associating property;
- (4) The organization must properly and timely elect to have Section 528 of the Code apply for the taxable year. See Section 528(c)(1)(E) of the Code.

It is my opinion that the Condominium should be eligible to qualify as a homeowners association within the meaning of Section 528(c)(1) of the Code and that, to the extent the Condominium has income in excess of its expenses, that income should not be subject to federal income taxation.

Real Estate Tax Benefits

I have reviewed the letter, heretofore set forth in the Plan, from the Sponsor's expert that no real estate tax abatement benefits are currently available to the Units. Based on existing statutes and practices, the opinion expressed therein that no real estate tax abatement benefits are currently available to the Units appear to be correct, and I hereby adopt said opinion as my own. This adoption is, of course, subject to the accuracy of the facts supplied to said expert in rendering his determination.

Compliance With Real Property Law Section 339-i

I have reviewed the pertinent data with respect to the fair value of the units and other pertinent information with respect to the units. Based on these factors, and the annexed letter of Yana Izmaylov, the allocation of common interest is being made pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York, which provides that such interest shall be:

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

Conclusion

In my opinion, the Condominium will be eligible for tax-exempt status, if it elects such status, and Unit Owners will be entitled to income tax deductions described above. However, this opinion is not a guarantee. It is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which I base this opinion will not change. In no event 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 I relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which I relied which cause the

Condominium to cease to meet the requirements of Section 528 of the Internal Revenue Code of 1986, as amended, or the New York State tax law, as amended, cause Unit Owners not to be entitled to income tax deductions.

Very truly yours,

A handwritten signature in cursive script that reads "Yevgeny Tsyngauz".

Yevgeny Tsyngauz

WORKING CAPITAL FUND

The Condominium will have a fund for working capital, (hereinafter called the “Working Capital Fund”). At the time of the closing of title to the Units from Sponsor or Sponsor-designee to a bona fide Purchaser, Purchaser will be required to pay into the Working Capital Fund the sum equal to two (2) months’ Common Charges then applicable to each Unit being purchased. Sponsor will not contribute to the Working Capital Fund.

Upon the sale of all Units, it is anticipated that the Working Capital Fund will be equal to \$35,991.17 for the first year of the condominium operation.

The Working Capital Fund will be used only for payment by the Board of Managers of expenses authorized by the Declaration and the By-Laws of the Condominium, and for payment by the Board of Managers of any net adjustments for prepaid expenses owed to Sponsor at the closing of title to the first Unit. Sponsor will produce a proof of payment for prepaid expenses made by Sponsor for the benefit of the Condominium, such as an insurance premium, to be entitled to the net adjustments. All net closing adjustments in favor of Sponsor will be disclosed in a post-closing amendment.

There will not be a minimum Working Capital Fund regardless of the amount of adjustments.

While Sponsor is in control of the Board of Managers, the Working Capital Fund will not be used to reduce the Common Charges.

The Working Capital Fund will be available for the Condominium after the closing of title to the first Unit.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

RESERVE FUND

The Condominium will have a fund as a reserve for capital expenditures, (hereinafter called the "Reserve Fund").

The Reserve Fund will be used only for capital expenditures. The Condominium's By-Laws contain a provision authorizing the establishment of the Reserve Fund. Please see Article II, Section 2 of the By-Laws.

When established, the Reserve Fund will not have any funds. During the first year and subsequent years of Condominium operations, the Unit Owners, with their common charges, will make contributions to the Reserve Fund, the amount of which will be equal to 10% of the projected annual budget of the Condominium. The Reserve Fund will be sufficient to pay for capital expenditures likely to be needed within the first five years of operation following the first closing under the Plan.

Funds will be deposited into a separate Reserve Fund account with the identity and address of the bank disclosed.

Sponsor will not make an initial contribution to the Reserve Fund, and the Reserve Fund will be funded by common charges.

If additional funds are required, common charges may be increased or special assessments imposed.

While Sponsor is in control of the Board of Managers, the Reserve Fund will not be used to reduce the Common Charges.

Should monies be required by the Condominium for capital expenditures such as renewal or replacement of Building components or systems or to remedy major Building defects, the Board of Managers will be able to borrow the moneys as provided in Section 339-jj of the Real Property Law of the State of New York, which states, in pertinent parts, as follows:

"1. To the extent authorized by the declaration or the by-laws, the board of managers, on behalf of the unit owners, may incur debt. In addition, subject to any limitations set forth in the declaration or the by-laws, the board of managers, on behalf of the unit owners, may incur debt for any of the purposes enumerated in paragraph (b) of subdivision two of section three hundred thirty-nine-v of this article, provided that (a) such debt is incurred no earlier than the fifth anniversary of the first conveyance of a unit and (b) the incurrence of such debt shall require the consent of a majority in common interest of the unit owners.

2. In connection with a debt incurred by it, the board of managers, on behalf of the unit owners, may (a) assign the rights in and to receive future income and common charges, (b) create a security interest in, assign,

pledge, mortgage or otherwise encumber funds or other real or personal property that it holds, (c) agree that, to the extent of any amounts due under any of the provisions of the agreements under which the debt was incurred and subject to the provisions of subdivision two of section three hundred thirty-nine-1 of this article, all common charges received and to be received by it, and the right to receive such funds, shall constitute trust funds for the purpose of paying such debt and the same shall be expended for such purpose before expending any part of the same for any other purpose, and (d) agree that at the lender's direction it will increase common charges to the extent necessary to pay any amount when due under any of the provisions of the agreements under which the debt was incurred. The preceding sentence shall not be construed to authorize the board of managers to create a lien on the common elements. Any such assignment may provide that, in the event of a default, the lender shall have the right of the board of managers to file liens in the lender's name on units for unpaid common charges pursuant to sections three hundred thirty-nine-z and three hundred thirty-nine-aa of this article and the right to foreclose such liens pursuant to section three hundred thirty-nine-aa of this article.”

The Condominium’s By-Laws contain a provision authorizing the Board of Managers to incur debt on behalf of the Condominium. Please see Article II, Section 2 of the By-Laws.

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

MANAGEMENT AGREEMENT

The Board of Managers will enter into a management agreement with FIDY Management Inc., having an address at 227 Sea Breeze Avenue, Unit C-404, Brooklyn, NY 11224, as Managing Agent, with respect to the Building at or prior to the first closing. The principal of Managing Agent is Yana Izmaylov. Managing Agent is not affiliated with Sponsor or its principal. The principal of Managing Agent is not affiliated with Sponsor or its principal.

Managing Agent has managed seventeen (17) residential and mixed-use buildings since its formation in 2015.

The management agreement between the Board of Managers and FIDY Management Inc. will provide for a term of one (1) year commencing on the first closing and thereafter, if not otherwise terminated, with or without cause, after this management agreement has been in effect for twelve (12) months, by either the Board of Managers or Managing Agent on thirty (30) day prior written notice.

During the first year, Managing Agent will receive an annual fee of \$27,000.00, paid in installments of \$2,250.00 due and payable on the first day of each month.

The management fee of \$27,000.00 is the prevailing rate for comparable buildings.

The Board of Managers will also be required to reimburse Managing Agent for its reasonable and customary out-of-pocket expenses incurred in managing the Building.

The duties and services to be rendered by Managing Agent include, among others:

- (a) billing and collecting Common Charges payable by Unit Owners;
- (b) causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Board of Managers;
- (c) contracting for necessary services and purchasing all supplies necessary to properly maintain and operate the Building and its Common Elements subject to the approval of the Board of Managers;
- (d) checking all bills received in connection with the maintenance and operation of the Common Elements and causing all such bills and other expenses to be paid;
- (e) supervising, hiring and discharging employees necessary for the proper maintenance and operation of the Building;
- (f) rendering monthly statements of receipts and disbursements to the Board of Managers or other designated entity, upon request;
- (g) maintaining payroll records and filing withholding tax statements for employees;
- (h) maintaining accurate sets of books for the Board of Managers;
- (i) cooperating with the Board of Managers' accountants in preparing and submitting annually to the Board of Managers an operating budget of the anticipated income and expenses for the ensuing year;

- (j) attending meetings of the Board and Unit Owners, and preparing agendas and sending notices relating to such meetings; and
- (k) generally, doing all things deemed reasonably necessary or desirable by the Boards for the proper management of the Building.

According to the management agreement, the Board of Managers shall indemnify and pay for defense (as duty to defend versus reimbursement) on behalf of Managing Agent, and hold Managing Agent harmless from and against all claims, damages, and costs (including counsel) arising out of or in connection with the management of the Building and the operation thereof including, but limited to, all actions taken by Managing Agent pursuant to the instructions of the Board of Managers, and by virtue of Managing Agent's status of a managing agent of the Building, except for acts of negligence or other misconduct of Managing Agent.

The management agreement is not assignable by Managing Agent.

There will be no other agreements that will be binding on the Condominium.

Sponsor represents that the future contracts or agreements will be disclosed in an amendment to the Plan.

Sponsor has discretion to select another managing agent during sponsor control period after the first year of condominium operations.

During Sponsor control period, Sponsor will enter into contracts for staffing and service providers on behalf of the Condominium as set forth in Schedule B.

IDENTITY OF PARTIES

Sponsor

Sponsor is 2518 Ocean Ave Tower LLC, having an address at 1694 McDonald Avenue, Brooklyn, NY 11230. Sponsor is a New York limited liability company.

Its principals are Michael Shapiro, having an address at [REDACTED], and Michael Pesochinsky, having an address at [REDACTED].

Michael Shapiro and Michael Pesochinsky are the managers of Sponsor.

Michael Shapiro is a managing member of Dynamic Development and Construction LLC, having an address at 1694 McDonald Avenue, Brooklyn, NY 11230. Dynamic Development and Construction LLC has been in construction business since 2017.

Michael Pesochinsky is the president and a shareholder of Stop & Shop Liquors, Inc., having an address at 6622 Avenue, Brooklyn, NY 11234. Stop & Shop Liquors, Inc. has operated liquor stores since 2007.

Sponsor has had no prior experience as a sponsor.

Sponsor and its principals, Michael Shapiro and Michael Pesochinsky, have not taken part in real estate syndications of securities consisting of participation interests or investments in real estate, including limited partnership interests or private or public offerings of cooperative interests in realty, including condominiums, in or from New York, which were initially offered during the preceding five (5) years.

There are no prior felony convictions of Sponsor, Michael Shapiro and Michael Pesochinsky.

There are no prior bankruptcies, convictions, injunctions, judgments or liens against Sponsor, Michael Shapiro and Michael Pesochinsky or entities in which they were principals that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of the Plan.

Selling Agent

Selling Agent for the Property is Sponsor, having an address at 1694 McDonald Avenue, Brooklyn, NY 11230. Sponsor is a New York limited liability company.

The principals of Selling Agent are Michael Shapiro and Michael Pesochinsky.

Selling Agent has had no prior experience as a selling agent.

Sponsor's Attorney

TSYNGAUZ & ASSOCIATES, P.C., having an address at 225 Broadway, Suite 2640, New York, NY 10007, represents Sponsor in connection with this Plan. Yevgeny Tsyngauz, Esq. of TSYNGAUZ & ASSOCIATES, P.C., prepared the Plan. It has no beneficial interest in Sponsor. The Sponsor's attorney is also the Escrow Agent in this Plan.

Managing Agent

Managing Agent for the Property is FIDY Management Inc., having an address at 227 Sea Breeze Avenue, Unit C-404, Brooklyn, NY 11224. The principal of Managing Agent is Yana Izmaylov. Managing Agent is not affiliated with Sponsor or its principal. The principal of Managing Agent is not affiliated with Sponsor or its principal.

Managing Agent has managed seventeen (17) residential and mixed-use buildings since its formation in 2015, including the following buildings:

2008 Ocean Avenue
Brooklyn, NY 11230

3041 Ocean Avenue
Brooklyn, NY 11224

104 West End Avenue
Brooklyn, NY 11235

1809 Emmons Avenue
Brooklyn, NY 11235

1753 East 12th Street
Brooklyn, NY 11229

101 East 2nd Street
New York, NY 10001

Managing Agent and its principal have no prior felony convictions.

There are no prior bankruptcies, convictions, felony convictions, injunctions or judgments against Managing Agent or its principal, Yana Izmaylov, that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Sponsor's Professional Engineer

Roman Sorokko, P.E., having an address at 47-30 244th Street, Douglaston, NY 11362, prepared the report included in Part II of the Plan. He is not affiliated with Sponsor.

Mr. Sorokko has been a professional engineer since 1995.

Mr. Sorokko was an engineer of record for the following condominium projects:

67 Avenue C
New York, NY 10009

26 Avenue B
New York, NY 10009

192 8th Avenue
New York, NY 10011

245 East 53rd Street
New York, NY 10022

62 Box Street
Brooklyn, NY 11222

REPORTS TO UNIT OWNERS

It is the obligation of the Board of Managers to give all Unit Owners annually:

- (a) a financial statement of the Condominium prepared by a certified public accountant or public accountant by March 1 of each year; such statement shall be certified while Sponsor is in control of the Board of Managers;
- (b) prior notice of the annual Unit Owners' meeting at least ten (10) days but not more than thirty (30) days prior to such meeting; and
- (c) a copy of the proposed annual budget of the Condominium at least thirty (30) days prior to the date set forth for adoption hereof by the Board of Managers; while Sponsor is control of the Board of Managers such budget shall be certified by an expert in compliance with Section 20.4(d) of Part 20 of Title 13 NYCRR.

DOCUMENTS ON FILE

Sponsor will 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 25 cents per page at the office of Sponsor's attorney, TSYNGAUZ & ASSOCIATES, P.C., having an address at 225 Broadway, Suite 2640, New York, NY 10007 for six (6) years from the date of first closing.

Sponsor will deliver to the Board of Managers a copy of all documents filed with the Office of the City Register of the City of New York at the time of the closing of the first Unit.

GENERAL

There are no lawsuits, administrative or other proceedings pending the outcome of which could materially affect this offering, the Property, the Condominium, the operation of the Condominium or Sponsor's capacity to perform all of its obligations under the Plan.

The Property was not, to Sponsor's knowledge, the subject of any prior cooperative or condominium offerings. Sponsor has not entered into any preliminary binding agreements. Sponsor has not collected money from prospective purchasers.

In accordance with the provisions of the laws of the United States and the State of New York, Sponsor represents that 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 in the sale of Units offered by the Plan or in the leasing of any Unit.

If there is a material amendment to the Plan that adversely affects Purchasers, Sponsor will offer Purchasers the right of rescission until midnight of the fifteenth day following service of the amendment. If Purchaser rescinds, Purchaser or Purchaser's attorney must either [i] personally deliver a written notice of rescission to Sponsor's attorney prior to midnight of said fifteenth day, [ii] mail the notice of rescission by certified or registered mail, return receipt

requested, to Sponsor's attorney, so that mailing is post-marked by post-office prior to midnight of said fifteenth day, or [iii] send the notice of rescission to Sponsor's attorney by an email set forth in the Purchase Agreement, prior to midnight of said fifteenth day. If the Purchase Agreement is rescinded by Purchaser, all monies paid on account of the purchase price shall be refunded to Purchaser within ten (10) days after receipt of written notice of rescission.

Neither Sponsor nor anyone acting on its behalf has entered into any contracts or agreements, written or oral, for the sale or transfer of any of the Units offered in the Plan, as of the date the Plan is accepted for filing.

Neither Sponsor nor anyone acting on its behalf has taken any deposits or advances of funds in connection with the reservation, sale or transfer of such Units, as of the date the Plan is accepted for filing.

All of the Units offered in the Plan are newly built and will be delivered vacant.

No Residential Units offered in the Plan have been occupied at any time on or after the date of submission of the offering plan to the Department of Law.

All Residential Units offered in the Plan have remained vacant since the date of submission of the Plan to the Department of Law.

Sponsor will keep the Residential Units in the Plan vacant until consummation of the Plan unless a Unit is occupied by a purchaser under the Purchase Agreement subject to an interim lease agreement.

SPONSOR STATEMENT OF BUILDING CONDITION

Sponsor adopts the Description of Property and Specifications set forth in Part II of the Plan. Sponsor represents that it 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.

The number of Units offered is identical to the number of units that will be stated in the certificate of occupancy of the Property.

The proposed use of the Units is the same as the use that will be indicated in the certificate of occupancy of the Property.

The property interests that are offered will be provided for in the certificate of occupancy of the Property.

PART II

ARCHITECT'S REPORT
2518 OCEAN AVENUE CONDOMINUM

Prepared by:

VERSATILE ENGINEERING, P.C.
47-30 244 STREET,
DOUGLASTON NY 11360

December 8th 2025



SECTION 20.7: DESCRIPTION OF PROPERTY AND SPECIFICATIONS

(a) LOCATION AND USE OF PROPERTY

(1) Address:

The building will be located at 2518 Ocean Avenue, Brooklyn, State of New York in zip code 11229.

(2) Block and lot number:

The site is located on Tax Lots number 31, 34 in Tax Block number 7324.

(3) Zoning:

The site is located in R7A Zone, on Map number 29a of the N.Y. City Zoning Resolution.

The site is being developed pursuant to the Quality Housing requirements of the current New York City Zoning Resolution.

The building will comply with; laundry facilities, bicycle storage and refuse disposal areas as required by Section 28 of the N.Y. City Zoning Resolution for compliance with the Quality Housing Zoning requirements. Each residential unit will have its own laundry closet within the unit. The building and units have been designed within the requirements of all applicable Federal, State and N.Y. City Building Code and Regulations governing accessibility to the disabled, including the ADAAG Standard and Local Law 58-87.

(4) Permissible Use:

The Zone permits: Residential uses as of right. The building is being constructed on an empty lot located as described in (a)(1) and (a)(2). The building was developed pursuant to the Quality Housing Zoning Requirements, and will comply with Section 28 Article II, Chapter 8 of the current New York City Zoning Resolution. The building is a Quality Housing project and complies with all applicable Quality Housing Program regulations as per Zoning Resolution. The proposed uses comply with all legally permissible zoning and use requirements as follows: The building is 9-story with cellar. It has special refuse storage and disposal system on each floor, washer and dryer in each apartment, daylight at 1st floor lobby and corridor, ADA accessible recreation space at the roof and exercise room at 1st floor, bicycle storage for 17 parking spaces in the 1st floor, and 8 parking spaces in parking area at the back of the building, which are not visible from the public realm. Building has only four (4) apartments per corridor Building has balconies from 2nd to 9th floor and terrace at 8th floor. Building's cellar contains all the utility rooms, trash compactor room, and 2 storage rooms for the tenants.

The accessory off-street parking spaces for this building is provided according to NYC Zoning Resolution Z R 25 - 241; eight (8) parking spaces are provided.

The Property and the Building do not have any Easements, Restrictions or other AHJ agreements or decisions that might affect the Property or the Building. Building, however has two (2) Driveway Right of Way Easements (see paragraph C (4) (i) for details.

(b) STATUS OF CONSTRUCTION**(1) Year built:**

The building will be new and is currently under construction.

The construction of new building is taking place under the following valid permits issued by NYC DOB for the following trades:

B08022562-I1 – GENERAL CONSTRUCTION

B08022562-S2 -STRUCTURAL

B08022562-S1 – FOUNDTION

B08022562-P1 –SUPPORT OF EXCAVATION

B08022562-S7 – SPRIKERS/STANDPIPE

B08022562-S5 –MECHANICAL

B08022562-S4 – PLUMBING

Construction started when General Construction Permit was issue on June 6th, 2024

The estimated substantial, completion date of the building is December 31, 2025.

(2) Class of construction:

The Class of Construction is fireproof construction Class IB, which provides 2 HRS of fire protection, as described by the 2022 edition of the New York City Building Code. The structural support members consist of non-combustible monolithic concrete which has a minimum fire rating of **three** hours. Structural floor/ceiling and roof/ceiling assemblies are also built of non-combustible 8" thick monolithic, cast-in-place, concrete slabs.

The building is in compliance with ADA accessibility requirements. Non mandatory parking at first (ground) floor, recreational space at the roof, all the corridors and elevator is ADA compliant.

As per the 2014 Building Code classification this class of construction is characterized as follows:

2 HRS - exterior walls; (however, the actual construction of the exterior walls exceeded the Code requirements; the 8" CMU wall are 3 HRS fire rated)

2 HRS - structural frame;

2 HRS - ceiling/floor separation

2 HRS- ceiling and roof assembly.

(3) Certificate of Occupancy, type and number:

The new building will be completed in June 2025, and proper permits have been secured. A Final Certificate of Occupancy will be issued when the work is completed to the satisfaction of the New York City Department of Buildings (DOB). The Sponsor shall obtain a Temporary Certificate of Occupancy (TCO) prior to the first closing.

(4) Permit numbers and description of work done:

The building is being constructed as per plans which were filed with, and approved by, the New York City DOB. See Item (b) (1) for the list of all issued permits for this building.

(c) SITE

(1) Size:

The lot area on which this building located is 5,911.70 square feet. The site is located on the west side of Ocean Avenue between Avenue U and Avenue T. The lot is 47'-0" wide along Ocean Avenue and 125'-9.25" deep along the west and east property lines.

(2) Number of buildings and use:

There will be one building on the property, which will have 30 residential units located from 2nd to 9th floor, and eight (8) parking spaces, including one space for handicapped van, located at the back of the building on ground floor.

(3) Streets owned or maintained by the project:

(i) Paving (material and condition):

The streets beyond the lot lines are existing New York City sidewalks, curbs and roadways. Ocean Avenue is 60 wide street. There is an existing concrete sidewalk fronting the property. The existing concrete sidewalk is in good condition. The existing sidewalk will be replaced with a new concrete sidewalk when construction is near completion. The sidewalk providing access to the building is 10 feet wide and it will be free of tripping hazards and ponding. The sidewalk and curb shall be ADA compliant and shall be replaced, as per approved Application No. 3408739095 Builders Paving Plans (BPP), in accordance with NYC DOT standards. The proposed new sidewalk will be sloped 2% away from the building to drain water away from the foundation as per the approved Builders Pavement Plan, which was filed and approved by the New York City Department of Buildings under the application No. 340897480

(ii) Curbing (material and condition):

There is an existing concrete curb fronting the property. The existing concrete curb fronting the property is in good condition. The existing curb will be replaced with a new steel-faced concrete curb when construction will be near completion. The new curb will be free of tripping hazards. The new sidewalk and curb shall be ADA compliant.

(iii) Catch Basins (location and condition):

The roadway is asphalt paved and is in good condition. The roadway fronting the property will be repaired if necessary, as directed by the New York City Department of Transportation when construction is near completion. Existing catch basins are in the roadway to drain the storm water run-off, into the existing, 12" combined New York City Sewer Line, which located at the middle of the street and connected to the New Town Creek City Treatment plant. The existing catch basins are in good condition and are constructed of reinforced concrete with cast iron grating covers. The existing catch basins have been installed by the New York City Department of Environmental Protection.

(iv) Street lighting (material, type, location and condition):

The existing street lighting is provided by the City of New York, and consists of vertical steel poles and arms with LED lamps in metal enclosures. The existing street lights poles are located at the sidewalk close to the curb, on both sides of the roadway along Box Street. The existing street lights are in good condition.

The sidewalk paving and curbs shall be ADA compliant. The Condominium Board will be responsible for maintaining the sidewalk in front of the property as per the New York City Department of Transportation requirements.

Street lighting and street storm drainage system (catch basins and sewer pipe) are under the jurisdiction of the City of New York (Department of Transportation and Department of Environment Protection).

(4) Driveways, sidewalks and ramps:

(i) Paving (material and condition):

The driveway from Ocean Avenue to the parking area at the back of the building, located at the right side of the building. The driveway made of 7" thick concrete, 4000 PSI. This driveway is outside the building line, and it has combined width of **8'-8"**. This width consists of two components: 3'-9 1/2" of **Driveway at the Left Right of Way Easement** (distance from the property line to the adjacent property) and 4'-11" (distance from the building line to the property line). **The building has two easements (left and right side of the building with adjacent lots 30 and 35). However, only Left Easement is used as a legal driveway because right driveway has width 7'-6" and it is less than 8 feet required by the Code, The tenants, however, could use both driveway if they have small cars or motorcycles. Easement for Lot 30 was filed under DEED CRFN #2024000022923 (Lot 31) & Reel/Pg/File #2711/2133 (Lot 30). Easement for Lot 35 filed under DEED CRFN #2024000022923 (Lot 34) & CRFN #2005000547959 (Lot 35**

The sidewalk in front of the property on Ocean Avenue is 4" thick concrete, 4000 PSI with steel- faced concrete curb. It is built in accordance with NYC DOT requirements, and as per approved Builders Paving Plan (BPP) filed under the NYC DOB Application # 3408739095.

(ii) Curbing (material and condition):

There will be no curbs on the property. The street curb in front of the building will be steel faced concrete curb and it will have two legal curb cut for the driveway. The curb cuts will have width of 10 feet, which consists of the 7' driveway, and two splays at the edges, 1'-6" each).

(iii) Catch Basins drainage (location and condition):

There will be no catch basins on the property. Property has 13 AD (area drains) at parking area at the back of the building and on driveway, which connected to 2 (two) 8 feet in diameter, pre-cast concrete drywells located underground beneath the parking area. These drywells are shown on the Plumbing Drawings approved by NYC DOB under the application # B0022562-S4, and on the approved NYC DEP Site Connection Proposal SCK-2643-K-2518. Both drywells have combined capacity to dispose 821 CF of rain water, which exceeded 739 CF required by NYC DEP.

(iv) Street lighting (material, type, location and condition):

There will be no streets or street lighting on the property.

(v) Conformity with municipal codes:

All paving and drainage devices will be designed to conform to the standards of the N.Y. City Department of Buildings and the N.Y. City Building Code and will be subject to approval and inspection by the Department of Buildings.

(d) UTILITIES

Water, will be provided by the City of New York, and water consumption will be a common charge.

Natural Gas – It will be no gas in the building

Electricity Service - is provided by Con Edison and is metered separately for each residential unit, and for the common loads such as Fire Pump, corridors lighting and ventilation. Units are individually metered and will be billed to the unit owner from the utility company. The building's common area loads are measured on a separate electrical meter.

Telephone service, will be provided by Verizon, and each unit will be billed directly.

Water Supply - 3" domestic water service is provided from the 12" New York City water main in Ocean Avenue. The Triplex Domestic Water Booster Pump (DOULDS e-SV 10-2, which created additional pressure of 25 PSI with capacity up to 116 PSI flow rate 58 gal per minute) in the cellar *will maintain sufficient water pressure throughout the entire building.*

The building's water consumption measured by a common meter, with the cost thereof being a common expense for the condominium board.

Sewer - The building sewage is collected into one (1) 6" sanitary house sewer line which connects to the existing 12" combined NYC sewer pipe located 50 feet from the property line at the middle of Ocean Avenue.

Storm water is disposing into 2 (two) 8 feet in diameter, 6 feet deep, drywells located underground below the parking area.

The entire **Sanitary** waste, will be carried from the building into the existing New York City Sewer System.

Telephone, internet and cable service is provided by third party vendors. It will be the responsibility of the unit owners to arrange for telephone, cable and Internet services in their unit should they desire the same, and they shall be solely responsible for the cost thereof. The cost of services of the common areas will be a common charge borne by the Condominium Board.

(e) SUB-SOIL CONDITIONS

The site where the building is constructed does not have any environmental issues. No hazardous materials, no “little E” designations, no Restrictive Declaration (RD), and no easements.

The building is built on the soil strata classified as 3b with bearing capacity of 3 tons per square foot. This exceeds the design parameter of 2 tons per SF. After the building was completed, no differential settlement or movement were observed. The building’s foundation is located at the depth of -7’ and -12’ from the grade, which is much deeper than the NYC Freezing Line (-4’).

The ground water was not observed to the depth 20 feet below the cellar level. There is no evidence of moisture or seepage or ground water infiltration at the cellar level. The building *site is outside* the flood zones defined in the FEMA Flood Insurance Rate Map and NYC Department of Buildings. The building is in an urban region and is not likely to be impacted by a mudslide or erosion.

(1) Uneven foundation movement (cracking, mortar joint decay, etc.):

There is no apparent evidence of uneven foundation movement, settling, cracking, mortar joint decay, etc.

(2) Evidence of (moisture or seepage or ground water infiltration; corrective action needed):

There is no apparent evidence of moisture, seepage or ground water infiltration.

(3) Danger from (flooding due to water table or overflow from other bodies of water, potential for mudslides or erosion):

There is currently no apparent danger from flooding due to the water table or overflow from other bodies of water. The site and surrounding properties are relatively flat, or slopes down from the rear property line. There is no apparent potential for mudslides or erosion from surrounding properties.

(f) LANDSCAPING AND ENCLOSURES

(1) Grass cover (type, location):

It will be no grass cover or any landscaping near the building. However, building will has a green roof.

(2) Plantings (type, location):

See paragraph below

(3) Trees (type, location):

Currently there are no trees in front of the building

There will be two new trees, with a minimum caliper of three inches, planted at the sidewalk area, close to the curb, in front of the property, as required by the N.Y. City Zoning Resolution. The trees shall be of a species to be determined by the N.Y. City Department of Parks & Recreation. Approval shall be obtained from the Department of Parks and Recreation prior to the installation of the trees.

(4) Fencing (type, location):

There will be a new, six-foot-high, chain link fence, constructed along the Easterly property lines and at the property lines to the rear of the building.

(5) Gates (type, location):

There will be no gates constructed on the property.

(g) BUILDING SIZE**Total height (approximate total feet from ground level to highest part of roof):**

The 9-story building is 80 feet high. Additionally, there is a roof level with two bulkheads. Bulkhead one contains the two fire stairs and second has the elevator, and elevator control room. These two bulkhead covered by the common roof. The ceiling height in each individual units is 8'-1/2".

Local law 11/98 façade inspections are applicable for buildings this building because it is higher than 6 stories. Local Law 11/98 façade inspections must be conducted every 5 years and a report must be filed with the Department of Buildings.

(1) Crawl spaces (floor to ceiling, height):

There will be no crawl spaces in the building.

(2) Number of sub-cellars and cellars:

No sub-cellar in the building.

- (3)** Building has one cellar with Electrical Room, Water/Sprinkler/Sewer Room, Fire Pump Room, two (2) storage rooms for the tenants, and Trash Compactor Room. Cellar is heated, lightened, ventilated, and fully sprinkled. Sprinkler Room contains approved by NYCDEP 6” backflow preventer (BFP) for Fire Protection water service and 3” BFP for domestic Water service (both BFP has DEP approval # 23096300), and domestic water booster pump.

(4) Number of floors:

The building consists of Cellar, 1st through 9th floor, and Roof.

(5) Equipment rooms (location and use):

See paragraph (3) above

(6) Parapet (height above roof):

All parapets/railings are 42 inches above the exterior finish floor and comply with NYC Building Code. There are no horizontal members that create a ladder effect on railings. The material for the railings and fasteners is corrosion resistant.

(h) STRUCTURAL SYSTEM

The structural system for the building consists of a rigid, monolithic concrete frame integrated with concrete slabs and shear walls and columns.

Foundation is two-foot-thick, cast-in place, reinforced concrete mat foundation.

Mat Foundation was placed on 10 mil Class A Vapor Retarder (Yellow Guard) manufactured by Poly-America Monolithic concrete slabs between the floors, and the roof slab, have thickness of 8 inches.

Foundation walls are 12" thick monolithic concrete. Foundation walls are waterproofed with Gardner Non-Fibred Roof and Foundation Coating manufactured by Garden-Gibson Corporation. There is no drainage system under the footing because the ground water level is much lower than the bottom of the footing.

The interior floor assembly at the upper floors is a hardwood finished flooring on plywood subflooring. The structural flooring is 8 inch, cast-in-place, reinforced, concrete slab. The finished ceilings are polished concrete painted with 2 coats of water based which paint.

The flat roof areas above the ninths floor, and above the bulkhead level is Ethylene Propylene Diene Monomer Membrane (JM EPDM NR 60 mil) fabricated by Johns Manville company, which meets the requirements of ASDTM D 4637, Type I placed on rigid insulation boards, supported by 8" thick monolithic concrete slab with minimum strength of 5000 PSI.

All floors and roof assemblies have a minimum STC (Sound Transmission Class) rating of 50 in compliance with the New York City 2008 Building Code. This rating indicates how well a building partition attenuates airborne sound. Rating 50 means that very loud sounds such as musical instruments or a stereo can be faintly heard; 99% of population will not be able to detect sounds at this rating. 8" thick monolithic concrete floor slab is covering with 3/8" (9.525 mm) thick engineering wood flooring should have a minimum IIC rating of 45.

The new structural components of the building have been designed to account for the effects of lateral loads due to wind, soil and earthquake in compliance with the 2008 New York City Building Code.

(1) Exterior of Building.

(I) Walls:

The exterior walls, located at the front façade of the building and at the easterly and northerly facing facades will be a two inches thick FIFS barrier-type finished panel, with R-value of 8.8 attached to a minimum 5/8-inch-thick, Type X, exterior grade gypsum wallboards and supported by load bearing steel studs. The spaces between the studs will be finished with a minimum 4-inch-thick closed cell, spray on insulation, with an R value of 28. The inside face of the steel studs will be finished with 5/8-inch-thick, Type X gypsum wallboards. The exterior walls at the westerly side property line and at part of the rear façade of the building shall be of a minimum 75 percent solid, 8 inch, load bearing masonry blocks with a minimum one-inch stucco finish at the exterior and of 4 inches of closed cell spray on insulation at the interior surface. The inside surface shall be

finished with 5/8-inch-thick, Type X gypsum wallboards. Each exterior wall composition will have a minimum fire resistance rating of 2 hours and a U value of 0.49. The exterior walls have been designed to comply with the requirements of the 2014 NYC Building Code and the 2016 N.Y. City Energy Conservation Code and the New York State Energy Conservation Construction Code.

This building is greater than six stories in height and, therefore, it must comply with Local Law 11 of 1998, which required periodic façade inspection must be conducted once construction has been completed. These five-year periods are referred to as “cycles”. Each cycle has specific decline for inspection and filing reports with DOB. For this new building the next (Cycle 11) will begin on February 21, 2030. The filing window for Sub-Cycle 11 will be from February 21, 2030 to February 21, 2032.

The Unit separation interior walls are 2 hrs. fire rated. These walls consist of 4” lightweight metal studs GA18@16”, 2 layers of ½” thick sheetrock (Fire Code C gypsum panels) attached to the metal studs from both sides. The space between the panels filled with 3” thick thermal fiber SAF (Sound Attenuation Fire Blankets).

(ii) Windows:

All windows are to be new, double-glazed windows. The front facade windows will be manufactured by CT, Series PW-1000, projected windows the casement type. Glazing shall be set in extruded aluminum frames. Windows shall be constructed with a thermal break between the interior and exterior surfaces of the aluminum frames, and shall be equipped with corrosion resistant metals for the railings and fasteners.

The back-façade windows will be manufactured by Windsor, Pinnacle Clad Black Direct Glaze Rectangle Units; tempered glass, Energy Star, with a U-value equal 0.29

Air infiltration rating of the windows shall be in compliance with the New York State Energy Conservation Construction Code and the New York City Energy Construction Code. The manufacturer guarantees for windows’ glazing and frames is one year, for the hardware and accessories is one year from day of purchase.

The windows will comply with the light and air requirements of the New York City Building Code and the building plans have been examined and approved for compliance with the Code requirements. The Sponsor reserves the right to provide windows by a different manufacturer, which are equal to or better than noted above.

Window guards shall be installed as necessary by each residential unit’s owner when a child of

eleven years or less resides within the unit.

The windows do not have lintels. Rather, they have monolithic concrete spandrel beams.

All the windows have guarantee of 1 year from day of purchase.

(iii) Landmark Status:

The building is currently not located in a Landmarks area, nor will the building be designated

(2) Parapets and Copings:

Parapets at flat roof areas are located at the terrace above the seventh floor and at the roof above 9th floor. Parapets shall be constructed of load bearing masonry and of load bearing steel studs with exterior grade gypsum boards and finished with wire lath and stucco. All parapet walls will be new and shall be capped with precast masonry coping and shall be anchored to the load bearing masonry and load bearing steel stud walls with non-corrosive steel dowels. Parapet walls will be a minimum height of three feet and six inches above the finished roof levels. The Parapet is covered by stucco from outside and covered by roofing material, which acting as a flushing, from the roof to the coping. There is no traditional flashing and counter flashing at the joint between the parapets and the roof. The perimeter of the roof areas at parapet walls is pointless, and it completely covered from the roof to the coping with Ethylene Propylene Diene Monomer Membrane (JM EPDM NR 60 mil) fabricated by Johns Manville company, which meets the requirements of ASDTM D 4637, Type I.

(3) Chimneys and Caps:

It will be no chimney or flue pipe in this building.

The 24" diameter garbage chute has explosion type vent, which extended 4 feet above roof of the building for the natural ventilation, and it open to the atmosphere. Top roof vent has op cap bird screen and flashing. Garbage chute has 1 year guarantee against defective materials or workmanship provided that all the components are properly used and maintained.

(4) Balconies and Terraces:

There will be cantilevered, exterior balconies located at every floor (from 3rd to 9th) in front and back façade of the building. There is also a terrace located at the 8th floor above the 7th floor and terrace at the 2nd floor (south side of the building)

Terraces and all the balconies shall remain open (do not have any wall at the perimeter) as per the approved plans in compliance with the New York City Building Code.

Balcony and terraces will not have any lighting or receptacles. The finished surfaces of all the balconies shall be a screed, concrete finish. Balcony surfaces shall be pitched away from the face of the building. The balconies shall be equipped with perimeter edge drip grooves. All the balconies and terraces will have the pavers on top of the finished concrete. The pavers are MSI Arterra Quarzo Gray, Shade S-1, 24"x24" Exterior Rectified/Pressed, Porcelain Premium Pavers. Each paver is 24"x24", and 0.787" (20 mm) thick, glazed, Gray, PEI Rating = 4. Paver have Lifetime Warranty.

The roof terrace shall be finished with a five ply of roofing finish material manufactured by Firestone, placed on the rigid insulation supported by the monolithic concrete slab 8" thick. There are porcelain pavers installed on top of the roofing material at the entire roof. The pavers are MSI Arterra Quarzo Gray, Shade S-1, 24"x24" Exterior Rectified/Pressed, Porcelain Premium Pavers. Each paver is 24"x24", and 0.787" (20 mm) thick, glazed, Gray, PEI Rating = 4, Lifetime Warrantty

The overhead lighting fixture to be provided above the balcony, except 9th floor terrace and the roof terrace where the light is wall mounted, model number 6680300, exterior sconce, as manufactured by Westinghouse Lighting Stranded) or similar.

The terraces will have one GFCI receptacle with water protective bubble cover.

(i) Deck Finish:

No decks in the building, only balconies and terraces.

(ii) Balustrade:

There will be no balustrades at the balcony or roof terrace areas.

(iii) Railings:

Balconies shall be protected at the perimeter with tempered glass guard rails set in aluminum framing, with a minimum height of three feet, six inches (3'-6") above the finished balcony level. The maximum spacing at any point between the railings shall be approximately four inches (4") as required by the New York City Building Code. Roof terraces shall be protected at the perimeter with load bearing masonry and load bearing steel stud, parapet walls with a minimum height of three feet and six inches above the finished roof level. All balcony and terrace guardrails and parapet walls shall be capable of withstanding lateral forces of 200 pounds applied at any point along the top of the guardrails or parapet walls. There will be no horizontal railings at balconies or terrace areas. All exterior metals including fasteners shall be of corrosion resistant material.

(iv) Coping;

Solid parapet walls at terraces shall be capped with cast stone or aluminum coping, which shall be anchored to load bearing, masonry and steel stud walls with non-corrosive steel-fasteners.

(v) Soffits:

The soffit areas of covered and cantilevered balconies shall be finished with stucco.

(vi) Doors to balconies and terraces:

The doors to the terraces at the back-façade wall shall be sliding glass doors manufactured Windsor (in front) and CT (in the back façade). The doors shall be equipped with double paned glass, set in aluminum framing. The doors to the balconies at the front-façade wall shall be swing glass doors manufactured by Pella. Balcony and terrace doors shall be equipped with entry type locksets.

All balcony and terrace doors will be constructed with a polyurethane, thermal break system as necessary. The Sponsor reserves the right to provide doors to balcony and terrace areas by different manufacturers, which are equal to or better than noted above.

(5) Exterior entrances:

The exterior entrances to the buildings shall be free of tripping hazards and ponding. The exterior entrances to the building is assessable from the grade and it is ADA compliant. From the entrance the handicap ramp leads to the lobby and to the ADA compliant elevator.

Sidewalks in front of the property shall be pitched towards the curb to allow for drainage. The exterior drainage system will be adequate and shall comply with the N.Y. City Building Code and the standards of the N.Y. City Department of Transportation.

(i) Exterior Doors and Frames:

There will be one, main, residential, exterior entrance door, accessible from Ocean Avenue. The main lobby entrance door, manufactured by Windsor, is double glazed glass door with, set in extruded aluminum framing and mounted on steel frames. The door is non-fire rated, equipped with an entry type lockset and will provide access to the residential lobby, elevator and exit stairs. Door has U-Value = 0.36 air leakage = 0.2 OITC (Outdoor/Indoor Transmission Class) = 31 dB A polyurethane thermal break. The Sponsor reserves the right to provide exterior doors by a different manufacturer which will be equal to or better than noted above.

(ii) Vestibule doors and frames:

No separate vestibule door in the building

(iii) Exterior Stairs:

No exterior stair in this building

(iv) Railings:

No exterior stairs railing in this building

(v) Mailboxes:

U.S.P.S. approved mailboxes will be provided for each residential unit within the entrance to the building lobby (right side) at the first-floor level. Mailboxes are wall mounted, cluster box type units, manufactured by AF Florence Manufacturing Company, Model 4CADD-10, aluminum, horizontal installation. Mailbox configuration: three (3) 4CADD-10 (10 tenant and 2 parcels) = 30 mailboxes and 6 parcel units. At least one mailbox must be positioned less than 48" above finished floor (AFF) no tenant lock shall be positioned more than 67" AFF or less than 15" AFF.

(vi) Lighting:

There will be wall mounted, exterior, LED lighting fixtures at the entrances to the building. The lighting fixtures is capable of providing the LED illumination, equivalent to at least two hundred (200) watts incandescent illumination.

Lighting is adequate and it is in compliance with the NYC Housing Maintenance Code and Multiple Dwelling Laws.

All lighting fixtures shall be installed by a NYS licensed electrician and shall be in compliance with the New York City Electrical Code.

viii. Service entrances

There will be no separate service entrances to the building; therefore, the following subsections will not be applicable to this Report:

- i. **Doors and Frames;**
 - ii. **Gates;**
 - iii. **Exterior Stairs; and Railings.**
6. **Roof and Roof Structures:**

Roof structure in this building consists of is 8" thick monolithic concrete slab, which has 4 hrs. fire rating. This is 4 times exceeded the NYC BC, which required the fire rating of the roof of "Type I B" buildings to be 1.0 hr.

Roof is fully in compliance with ADA provisions and it is accessible for handicapped.

Roof is fully in compliance with NYC Fire Department accessibility requirements. Roof has 6 feet wide unobstructed clear path designated to the Fire Department operations during the emergency.

Roof has four (4) areas designated as "Green Roof" (197 SF, 316 SF, 508 SF and 261 SF each) and Outdoor Recreational Space 299 SF which has permitted occupancy of 17 people, as indicated in Certificate of Occupancy. Outdoor Recreational Space on the roof is operational a year around. However the Board is responsible for the snow removal and general cleaing of this area.

The basic Green Roof, which will be provided (low maintenance Extensive Green Roof type) consists of the filter sheets, drainage layer, soil/ growing medium, light vegetation/planting, and retention trim filled with gravel. Extensive Green Roof has a shallow growing medium (typically 2-6 inches) and are planted with low-growing, hardy, drought-tolerant plants like sedums and mosses. They generally require a little maintenance, primarily focusing on weeding and occasional inspection of drainage. It will be the Board responsibility to mantain the green roof. The Board also can hire the landscape architect to redesign the green roof to the different easthetic in the future.

i. Types

The building roof is flat and it will be pitched to the roof drains at a minimum slope of approximately 0.05%

ii. Material

The flat roof areas will be finished with a new Ethylene Propylene Diene Monomer Membrane (JM EPDM NR 60 mil) fabricated by Johns Manville company, which meets the requirements of ASDTM D 4637, Type I.

iii. Insulation

On the top of roof structure (monolithic concrete slab) there is continues insulation R-30.

iv. Surface finish

The Ethylene Propylene Diene Monomer Membrane as described above will be covered with porcelain pavers installed on top of the roofing material at the entire roof. The pavers are MSI Arterra Quarzo Gray, shade S1, 24"x24" Exterior Rectified/Pressed, Porcelain Premium Pavers. Each paver is 24"x24", and 0.787" (20 mm) thick, glazed, Gray, PEI Rating = 4, Lifetime Warranty. Pavers installed on the elevated chairs (spacers) 1" high. The space between the pavers is 1" will allow the rain water to run off to the drains below.

v. Bond or guarantee:

The roof, including all the materials and labor, has fifteen (15) year warranty, starting the date when the temporary certificate of occupancy will be issued by NYC DOB. The roof pavers have lifetime warranty.

(vi) Flashing materials including counter flashing;

There is no traditional flashing and counter flashing at the joint between the parapets and the roof. The perimeter of the roof areas at parapet walls shall be fitted with Ethylene Propylene Diene Monomer Membrane (JM EPDM NR 60 mil) fabricated by Johns Manville company, which meets the requirements of ASDTM D 4637, Type I.

Penetration of the ducts from the Rooftop HVAC unit and ERV, and Freon supply and return pipes from the split heat pump condensers on the roof are properly flashed and waterproofed with the membrane described above.

(vii) Drains:**(a) Location, material and type:**

All rain runoff water will be disposed into two (2) 10" in diameter drywells located below the ground floor at the back of the building near the parking area. There are four (4) main drains on the main roof and four (4) secondary (overflow/emergency) drains adjacent to the main drains. The overflow drains are required by NYC Building Code. Drains are fabricated by ZURN Model Z105. Each drain is connected to 4" leader (riser), which connected to 4" interior riser, which connected to the 4" and consequently 4" branch connected to the drywells.

Overflow drains are connected to the drywell through the separate, independent, riser. The design of the roof and site drainage system was reviewed and approved by the NYC Department of Environmental Protection, as a prerequisite of the building plans being approved by the NYC Department of Buildings. The drainage system was designed to comply with Section 1503.4 of the 2014 N.Y. City Building Code.

The bulkhead roof has two leaders (downspouts) to the main roof.

The building has mechanical terrace on 2nd floor. This terrace has 2 area drains.

The building has only one roof terrace on 8th floor, accessory to the Unit 803. This terrace has 2 main drains and 2 overflow drains.

The roof drains on the roof shall be maintained by the Board. Drains on 8th floor terrace shall be maintaining by the owners of the Unit 803. Repairs to damaged areas and leak damage to a residential unit will be address in the Declaration and By Laws of the Condominium.

(b) Gutters and leaders (type, material):

Two (2) aluminum leaders, 3"x2", connected to the scuppers, installed at the stairs and elevator's bulkhead from the bulkhead roof to the 9th floor roof.

(ii) Skylights (location, type, material):

There will be no skylights at the roof areas.

(iii) Bulkheads:

The Bulkheads and the bulkhead's roof is monolithic concrete slab, 5000 PSI, and they have the same insulation value as building's walls and the roof as described above at Paragraph h (1) i

(iv) (a) Stair (material):

The exterior walls of the common stair bulkhead are load bearing monolithic concrete covered by stucco exterior finish. The interior surfaces are unfinished concrete, with carefully applied parging, and painted with the primer and 2 layers of water based gray paint.

The roof areas of the stair bulkheads are finished with the same roofing membrane as it described for the main roof. The finishing stucco is on rigid insulation attached to the exterior surface of the bulkhead walls.

(iv) (b) Elevator's bulkhead (material):

The exterior walls and roof of the elevator bulkhead is cast-in-place monolithic concrete

(iv) Metal work at roof levels:**(v) (a) Exterior metal stairs (material):**

The metal stairs located on the main roof runs to the elevator's governor window near the top of the elevator bulkhead, which provides access to the elevator's speed monitoring device (governor). This stair made of structural steel and painted with High Performance Protective Enamel Gloss Black Oil-Based Interior/Exterior Paint (K7779).

(v) (b) Vertical ladders, including gooseneck:

There will be no vertical or gooseneck ladders at the roof areas.

(v) (c) Railings:

There will be no railings at the roof areas.

(v) (d) Hatches to roof;

There will be no hatches to the roof areas.

(v) (e) Other:

There will be no other structures at the roof areas.

(vi) Rooftop Facilities:

Thirty one(31) condensing units will be installed on top of the bulkhead roof.

On the bulkhead roof also will be installed Energy Recovery Ventilation System (ERV) serving common areas. Each unit will be installed on top of an attenuating pad provided by the manufacturer (Mitsubishi). No special dunnage system is required for these condensing units and ERV.

Roof has required by NYC FC 504.4 clear, unobstructed 6' wide path, which must be always maintained unobstructed. The Board will be responsible that this Fire Path is constantly unobstructed.

(6) Fire Escapes:

There will be no fire escapes at the exterior of the building as fire escapes are not permitted on new buildings. Interior egress stairs (Stair A and Stair B) provides the requires two way of egress inside the fireproofed staircase.

The following sub sections will not be applicable to this Report:

- (i) Location.**
- (ii) Floors covered.**
- (iii) Drop ladder.**
- (iv) Type.**
- (v) Materials.**

(7) Yards and Courts:

Building does not have a front yard. Rear yard is using as a parking, will be approximately 41'-6", measured perpendicular to the rear property line from the rear façade of the building at the second-floor level. The building at the first floor (ground level) at the rear yard will be fencing along the property line. The fence will be regular, galvanized, 6' high chain link fence.

The Building also has 2 small inner courts (9'-10" east and 14'-4" west).

(i) Paving:

The driveways, and back side of the building at parking area will be paved with 7" thick 4000 PSI regular air entrained concrete. Air entrainment must be from 5% to 8%

(ii) Drainage:

The yard areas will be equipped with 13 cast iron, area drains connected to the building's on site, storm retention drainage system (two drywells).

(iii) Railings:

No railing in rear yard and in small inner courts.

(iv) Stairs:

No stair at the rear yard and inner courts.

(v) Fencing:

The building at the first floor (ground level) at the rear yard will be fencing along the property line.

The fence will be regular, galvanized, 6' high chain link fence.

(vi) Walls:

There will be no walls at the rear yard.

(8) Interior Stairs:**(i) Number and type:**

There will be two residential stairs within the building, located at the center core of the building. The stairs are scissor type of stairs which provide two independent egress. The stairs made of monolithic concrete including treads, and they have 14 risers, 7.5" each. The stairs are inside the 4 hrs. fire rated monolithic concrete staircase,

(ii) Enclosure:

See item above

(iii) Stair construction:

Type, Enclosure, Structure: The building has the required, fire rated, two way of egress, provided by the monolithic concrete scissor stairs (Stair A and Stair B) inside the (Code exceeded), 4 hrs. fire rated monolithic concrete staircase which have 2 hrs. fire rated two metal doors on each floor.

(iv) Stringers:

No stringers. Stairs are monolithic concrete.

(v) Treads:

Treads: All stairs, described above, are monolithic concrete, painted with the primer and two coats of water based gray paint by BEHR.

(vi) Risers:

The risers of the egress stairs are made of monolithic concrete.

(vii) Guardrails:

Guards, Railing and Posts: All stairs have a steel railing, capable to sustain 200 lbs. of concentrated horizontal load according to NYC BC 1607.8. Railing is painted by 2 layers of Creek Bent Semi-Gloss Direct to Metal Interior Paint by BEHR.

All guardrails shall be a minimum height of three feet and six inches (3'-6") above the level of the landings. The maximum spacing between the vertical mullions or other components of the railings shall be approximately four inches (4") on center, as required by the NTCDOB.

(viii) Balustrade:

There will be no balustrades at the perimeter of the stair landings.

(9) Interior Doors and Frames:**(i) Unit Entrance and Interior Doors and Frames:**

The entrance door to each residential unit shall be single hinged, fireproof self-closing, hollow metal doors with a minimum rating of one and one half hours. Doors shall be mounted on steel frames. Each door shall be equipped with a peephole and an entry type lockset.

Interior doors within the residential units shall be, hollow core, wood doors, mounted on wood frames. Doors within the residential units shall be equipped with passage type locksets.

(ii) Corridor doors and frames:

There will be corridor doors located at the 2nd through 9th floor levels which will provide access to each residential unit. The doors will be the same as noted in Section (11) (i) above. The other corridor doors located on each floor will provide access to the egress stairs. Corridor doors at the cellar floor level of the building will provide access to mechanical rooms, storage rooms and refuse disposal rooms.

Corridor doors shall be fireproof, self-closing, hollow core, steel doors, with a minimum rating of 1 ½ hours. All doors shall be set in steel frames.

(iii) Stair hall doors and frames:

Stair hall doors, located at the first through roof levels will provide access to the egress stairs and shall be fireproof, self-closing, hollow core, steel doors, with a minimum rating of 1 ½ hours. All doors shall be mounted on steel frames.

(iv) Roof Doors, Cellar Doors and frames:

The roof doors to the egress stairs and doors to the cellar level shall be fireproof, self-closing, hollow core, steel doors, with a minimum rating of 1 ½ hours.

All exterior roof doors shall be mounted on steel frames and shall be equipped with polyurethane thermal breaks.

(10) Elevators:

(i) Number:

There will be one passenger elevator provided in the building.

(ii) Manufacturer & capacity:

The Elevator is fabricated by “Major Elevator Corporation”. It has capacity of 3,500 lbs. The elevator making eleven (11) stops (cellar, 1 through 9th floor, roof) The cabin has stainless steel flat handrail ¼”x2”, finishing ceiling, required ventilation, lighting and ADA compliant controls. The elevator has stops at cellar, 1st through 9th floor, and at the Roof.

The Condominium Board shall be responsible for maintenance and inspection of the elevator, elevator cab and all related equipment which will be common elements to the Condominium.

(iii) Type of Operation:

The elevator will have a single car, automatic microprocessor type operation.

The elevator is a MRL gearless, passenger elevator with total travel vertical distance of 89 feet 8 inches. Elevator manufactured and installed fully in compliance with the Elevator Code ASME A17.1 as Mod. in Appendix K (2013), Building Code NYC - 2022 (IBC 2015 with amendments), and Electrical Code NYC - 2011 (NEC with 2008 amendments).

(iv) Automatic (Type of controls):

The elevator will be fully automatic. The elevator car shall be equipped with a self-leveling feature that will automatically bring the car to floor landings independent of the operable part and shall correct for over travel and under travel.

(v) Floors served:

The elevator will serve the cellar through 9th floor and the roof.

(vi) Type (hydraulic, gearless):

The elevator is gearless MRL type.

(vii) Doors (sliding, swinging, manual, automatic):

Elevator doors at each landing will be hollow core steel doors with a minimum fire rating of one and one half hours. The elevator will be equipped with one, one speed, side open automatic sliding doors, 40"x 84" manufactured by Peelle.

(viii) Location of machine/control room:

Elevator's Machine/Control Room adjacent the elevator's bulkhead located on the roof.

(ix) DC motor (manufacturer):

There will be no DC motor.

(x) AC motor generator set (manufacturer):

The elevator will be powered by a 12.6HP/42.8 AMPS motor Manufactured by Torin, ModelTPM3-3520LV8MM; power supply 208V-3PH-60 HZ. Motor drive manufacturer Magnetek, Model HPV900.

The Sponsor reserves the right to provide elevator equipment by a different manufacturer, which is equal to or better than noted above.

(11) Elevator Cabs:**(i) Kind (Manufacturer):**

The elevator cab shall be manufactured by Kone Corporation.

(ii) Floor (Material):

The floor shall be of vinyl composition tiles. The saddle at the opening of the elevator cab shall be of vinyl or extruded aluminum and shall be at the same level as the finished floor inside the

cab and the finished floor of each landing. The path of travel between elevator and the landings at finished floor levels shall be compliant with the 2010 ADA requirements.

(iii) Walls (Material);

The walls shall be finished with plastic laminate.

(iv) Ceiling (Material);

The ceiling shall be a suspended ceiling with a stainless steel finish.

(v) Lighting;

The elevator cab will have recessed LED lighting fixtures each with the equivalence of approximately sixty watts of incandescent illumination.

(vi) Alarm, Safety system;

The elevator cab will be equipped with emergency lighting, emergency push / pull stop switch, emergency push button alarm and an emergency telephone communication system.

The Sponsor reserves the right to install elevator equipment, finishes and alarm systems by a different manufacturer which are equal to or better than noted above.

(i) AUXILIARY FACILITIES

The bicycle storage rooms for 17 bicycles located at the first floor level north and south sides of the building. Two Storage Rooms, approximately 272 SF and 160 SF each for the tenants are located in the cellar. The Board will decide how these storage rooms will be used. These rooms are lightened, heated, ventilated and sprinkled.

Each residential Unit will be equipped with Washers, Dryers, Refrigerators, Ranges, Microwaves, and Dishwashers as shown on the table below:

2nd to 9 th floor	Range	SAMSUNG	NSEGDG8300SR
	Microwave	SAMSUNG	ME17R7021ES
	Dishwasher	BEKO	SHX3AR75_UC
	Refrigerator	SAMSUNG	KRF8A5101SR
	Washer	SAMSUNG	WW25B6900AW
	Dryer	SAMSUNG	DV25B6900HW

(ii) Laundry rooms Location and Numbers:

Each unit from 2nd to 9th floor will be equipped with electrical washing and dryer (for the details see item a (iii) below). Washers and dryers will be installed inside the mechanical rooms in each unit.

(iii) Clothes Washers and Dryers

The dryers: Sumsung Model DV25B6900HW 24 Inch Smart Electric Ventless Dryer with 4.0 Cu. Ft. Capacity, Heat Pump Technology, 15 Dry Cycles, 11 Dry Options, AI Smart Dial, Sensor Dry, Lint Filter Indicator, and ENERGY STAR®. These dryers do not need ventilation. The washers: Sumsung Model WW25B6900AW 24 Inch Front Load Smart Washer with 2.5 Cu. Ft. Capacity, AI Powered Smart Dial, VRT Plus™ Technology, Self-Clean+, 24 Wash Programs, 13 Wash Options, Swirl+ Drum Interior, Child Lock, and Energy Star Certified

(iv) Mechanical Room Inside Apartments Ventilation;

No mechanical exhaust or ventilation is provided inside the mechanical rooms inside apartments because the provided equipment is ventless (see paragraph above).

(12) Refuse Disposal:

A refuse storage room will be provided at every floor from 2nd to 9th floor, with cans for recycling disposal. The trash compactor machine manufactured by Cutes Enterprises, Model CE-150 located in the cellar designed for buildings with approximately 150 apartments (which significantly exuded the existing trash load from 30 apartments). It has capacity of 11 cubic yards per hour, Cycle time of 27 seconds and Compaction Ratio 4:1

(i) Incinerators:

There will be no incinerators in the building.

(ii) Compactors:

There will be one garbage compactors in the building located in the cellar (see above)

(iii) Approvals by Authority having jurisdiction:

There will be no approvals required for the removal of garbage. Residential garbage will be removed by the N.Y. City Department of Sanitation.

(iv) Storage Location:

Refuse disposal will be the responsibility of each residential unit's occupant. They will take their own garbage to garbage chute, located at each level from 2nd to 9th floor. Garbage at the end of the chute, at the Cellar, will be collected into the compactor's bin, then compacted, and removed from the storage area, packaged and placed adjacent to the curb in front of the building on the night before garbage pickup by a janitorial service. The garbage will be collected from the curb by the New York City Department of Sanitation on days designated for garbage removal.

(v) Pick-up Schedule:

The schedule for garbage removal at this location of the site is Mondays and Thursday with recycling on Thursday, as per the New York City Department of Sanitation website.

(3) Bicycle storage:

There will be two bicycle storage rooms provided at grade level, for 7 and for 10 (total for 17 bicycles).

Enclosure: bicycle storage has monolithic concrete walls.

Access & Security: Bike Storage is accessible for all the tenants. Securely anchored to the concrete floor, 17 Bicycle Racks, to which the bicycle frame and at least one wheel can be locked, are placed in the Bike Storage Space.

(4) Storage:

It will be two storage rooms for the tenants located at the cellar. Storage # 1 – 272 SF and Storage # 2 – 160 SF

(5) Mail / Package:

There will be no enclosed mail package storage area at the first floor level. However, it will be Utility Room/Package Niche, approximately 32 SF located near the elevator, where the packages could be stored.

Access & Security: The Package Niche will be open to all the tenants and the delivery personal, unless the Board will decide otherwise.

(j) PLUMBING AND DRAINAGE

(1) Water Supply:

Water will be supplied to the units through connections to the building from the New York City Water Distribution System. There will be a new 3" domestic water supply, copper water main conveying the water into the building. Each residential unit is to be supplied with cold water from a minimum half inch (½") new copper piping.

According to the NYC DEP Hydrant Flow Test performed on 09/29/2022 in the vicinity of 2518 Ocean Avenue the minimum and maximum static pressure at the hydrant is 47.6 psi and 58.4 psi respectively. The equivalent gradients in NAVD88 datum are 130 feet and 155 feet.

In order to maintain a constant sufficient domestic water pressure throughout the building the Booster Pump is installed at the Cellar. The Booster Pump is TRIPLEX DOMESTIC WATER BOOSTER (System Model - 50ES61BP-FWB-GAF; 50/50/50 split): 3 Pumps Model 3SS, end suction, variable speed pumps. Each pump rated for 50 GPM @ 140 ft. (61 PSI) TDH; coupled with 5 HP, 3600 RPM motors. Revere FW-B (Fleet Way) color touch screen graphical controls with redundant electro-mechanical back-up & BMS communications. VFD's, PRV's and ATL Bypass starters for automatic operation in the event of a VFD or sensor failure. System headers 3", schedule 40 stainless steel. Amtrol Model WX-405C, 90-gallon tank (125 psi). The building has two (2) water services connected to 12" City Water Main located in front of the building at the center of Ocean Avenue. The building has two (2) separate house control valves, 3" and 6" in diameter; one for the domestic and one for the fire protection system.

The building has two Backflow Prevention Devices installed according to the approved by NYC DEP application # 23096300. Domestic water service is protected by 3" RPZ Wilkins 475 (lead free). Fire service is protected by 6" DCDC Wilkins 350 DA. It is the Board responsibility to schedule and perform the required by DEP annual inspection of the backflow preventer devices. The Board will receive a notification letter in the mail when the backflow prevention device is due for its annual test. Failure to perform this annual test could result in fines or the disconnection of the water service. For the annual test, the test form needs to be filled out by the certified tester and signed by a Licensed Master Plumber.

Hot water will be provided individually in each apartment by electrical hot water heaters A.O Smith ENT 55 (55GAL) or A.O. Smith ENLB 50 (50 GAL) with thermal efficiency 0.93 UEF. The heaters have 3 year limited tank warranty, and 1 year limited parts warranty. These electrical heaters do not require ventilation or exhaust pipes.

Hot and cold water piping shall be insulated throughout the building with a minimum half inch ($\frac{1}{2}$ ") thick polyethylene thermal insulation with a minimum R value of 2 as required by the New York State Energy Conservation Construction Code.

A main shutoff valve (House Control Valve) and backflow preventer (double check valve) will be located at the cellar floor level towards the front of the building. All backflow preventers will be installed according to NYC DEP regulations and will be filed and approved by NYC DEP.

The Board will be responsible for the required annual inspection of backflow preventers, which must be conducted by licensed plumber.

(2) Fire Protection System:

There will be a wet pipe, sprinkler system installed throughout the building. A sprinkler application number B08022562-S7, was filed with and approved by the NYC DOB.

(i) Sprinklers:

The building is fully sprinkled and it also has 2 standpipes (one in each stairs). One combined standpipe, 6" in diameter, also serving as a riser for sprinklers system. Second standpipe is 4" in diameter.

Sprinklers system was hydraulically calculated according to NFPR13-2007 and Standpipe according to NFPR-14. Sprinklers system at the unheated part of 1st floor (parking area) will be dry. Sprinklers inside the heated vestibule and lobby are wet.

The proper permits have been secured prior to the installation of the sprinkler and standpipe system. Each residential unit shall also be equipped with smoke detectors and carbon monoxide detectors within each bedroom and at a maximum distance of fifteen feet from any bedroom door within the unit, as required by the New York City Building Code.

(ii) Standpipe

There is 2 (two) standpipes, 6" combined with sprinklers riser, and 4" standpipe. One standpipe in each internal stair. Sprinklers/Standpipe system is connected to the Fire Pimp 4AEF10G by Peerless Pump, which has capacity of 750 GPM and the Head Pressure of 75 PSI.

(iii) Hose racks, hoses and nozzle:

There will be two hose racks with hose and nozzle for Fire Department use only, located in the locked storage cabinet at 1st floor. Each floor has Fire Hose Valve for Fire Department use only.

(iv) Sprinkler heads:

Sprinkler heads are the concealed, pendant, and sidewall types within the residential units and the upright and pendant type at the cellar areas. All the heads are quick Response, with the temperature rating of 155 degrees F.

(v) Siamese Connection:

There will be a 3" x 3" x 6" Siamese connection and sprinkler alarm gong located at the first-floor level at the front façade of the building. The Siamese connection will be mounted at a minimum height of 18" above the adjacent grade.

(3) Water storage tanks and enclosures:

There will be no water storage tanks at the roof of the building.

The following sub sections will not be applicable to this Report:

- (i) Number, type, location.**
 - (ii) Material (Interior, exterior and roof).**
 - (iii) Access to tank.**
 - (iv) Capacity (total gallons).**
 - (v) Capacity (fire reserve).**
- (4) Water pressure.**

The water pressure at the site was found to be approximately from 47.6 PSI to 58.4 PSI as per a hydrant flow test which was conducted on 9/29/2022 by the New York City Department of Environmental at the request of the Sponsor's Mechanical Engineer. The equivalent gradients in NAVD88 datum are 130 feet and 155 feet. In order to maintain a constant sufficient domestic water pressure throughout the building the Booster Pump is installed at the Cellar. The Booster Pump is TRIPLEX DOMESTIC WATER BOOSTER (System Model - 50ES61BP-FWB-GAF as indicated in Paragraph J above.

(5) Sanitary Sewage System:

i. Sewage piping (materials):

Sanitary sewer piping is extra heavy cast iron (6" XHCI) connected to the City Combined Sewer, 12" in diameter located 50 feet from the Building approximately at the middle of Ocean Avenue.

ii Sewage pumps:

There will be one (1) sewer ejector pump in the building: Duplex Sewer Ejector Pump by Zoeller, Model 284, 1 HP. This sewer ejector located in the Cellar. It has 5 years' warrantee.

iii Sewage disposal:

The sanitary waste will be conveyed to the New York City sewer system via new, 6" XHCI, sewer pipes located in the building which will lead to a house trap of extra heavy cast iron. The house trap will be located at the first-floor level towards the front of building. Beyond the house trap there will be a new 6" cast iron, sanitary drain pipe which will be connected to the existing 12" diameter, combined sewer line located 50 feet from the building line and 13 feet below the Ocean Avenue roadway.

(6) Permits required:

A permit for the installation of plumbing fixtures shall be obtained from the Department of Buildings prior to the installation of all plumbing work within the building and on the site. A Site Connection permit shall be obtained from the Department of Environmental Protection prior to connecting to the existing New York City sewer system.

All plumbing work shall be performed by a N.Y. State licensed Plumber.

(7) Storm Drainage System:

The storm drainage will be a gravity flow system. The on-site, storm drainage system will consist of, cast iron, roof drains connected to vertical, interior cast iron leaders, cast iron area drains and below grade, horizontal, cast iron drains and drywells.

The run-off from the roof areas will be conveyed to a new cast iron, horizontal storm drain. The storm drain will be disposed into the 2 drywells located at the parking area in front of parking places 1,2,3.

Property will have 13 area drains at parking area and along the driveway, connected to 2 (two) 8 feet in diameter, pre-cast concrete drywells located underground beneath the parking area. These drywells are shown on the Plumbing Drawings approved by NYC DOB under the application # B00752132-S6, and on the approved NYC DEP Site Connection Proposal SCK-975/23. The drywells have combined capacity to dispose 821 CF of rain water each. This exceeds the required by DEP capacity of 739 CF.

i. Catch Basins:

Existing catch basins, adjacent to the concrete curb, are in the roadway to drain the storm water run-off into the existing, 12" diameter, combined New York City sewer system located at the middle of the Ocean Avenue. The existing catch basins are in good condition, and are constructed of reinforced concrete with cast iron grating covers. The existing catch basins have been installed by the NYC Department of Environment Protection.

(ii) Yard and Roof drains:

Building has 13 area drains located along the driveways and at the rear part of the building in parking area. The roof has 6 main roof drains and 6 overflow drains. Eighth floor terrace has 2 main drains and 2 overflow drains). Second floor mechanical terrace has 2 main drains (no overflow drains are needed on this terrace)

(iii) Piping:

Interior, vertical, drain pipes and below grades horizontal piping shall be of cast iron.

(iv) Ejector or Sump pumps:

There is one Duplex Sewer Ejector Pump by Zoeller Model 284, 1 HP, in the building located in the Cellar, 5 years guarantee. There will be a standard sump pump in the elevator's pit by Little Giant Model 10E-CIA-RFS with float switch, 20GPM, 1/2HP, 7 years guarantee.

**(K) HEATING AND COOLING, SPACE HEATING,
AND DOMESTIC HOT WATER**

(i) Heating and Cooling system:

Heating and cooling of each residential unit is provided by an electric split heat pumps, manufactured by Mitsubishi. Heated or Cooled air is distributed in the habitable spaces within the residential units by wall mounted air handlers places in each room in each apartment from 2 to 9 floor. Total of 31 condensing units installed at the bulkhead roof.

Split heat pump heating/cooling system in each unit, all by Mitsubishi, have capacity of 24,000 BTU (2 Tons) for 2-bedroom apartments and 18,000 BTU (1.5 Tons) for 1-bedroom apartments. Outdoor condensers are MXZ- SM24NAMHZ for 2- bedroom and TRUZA0181KA70NA for 1-bedroom. Indoor, wall mounted air handler are MSZ-FS09NA, (0.7 Tons) and MSZ-FS12NA (1 Ton), depends on the SF of each room. The guarantee for all Mitsubishi Cooling/Heating heat pumps is 7 years. Electrical split heat pumps by Mitsubishi has efficiency 98%. The split heat pumps are ductless, hence it does not require ducts and insulation.

(ii) Hot Water Heaters:

Hot water heaters are used for the Domestic Hot Water only, as it described in the Paragraph J, not for the heating of spaces.

(iii) Controls (Thermostats):

Mitsubishi heat pumps installed in the building is multi zone system, and it has individual remote control, programmable thermostats in each room.

(iv) Fuel:

Heating/Cooling system is electrical. Hot water heaters for domestic hot water are also electrical, as described above). No gas, no oil fuel in the building.

Mechanical plans shall be filed with and approved by the New York City DOB and the proper permits shall be secured prior to the installation of the mechanical system for the residential unit. The space heating system will be designed to maintain a minimum inside temperature of 70 degrees Fahrenheit when the outside temperature is 15 degrees Fahrenheit with a 15-mph wind (in accordance with ASHRAE, 2001 Fundamentals Handbook, Climatic Design Information, Table 1A, for New York City, JFK Airport). The Condominium Board will be responsible for the costs of maintenance and replacement of the domestic hot water and the space heating equipment for the residential units.

Operation and maintenance manuals and the original balancing report shall be provided by the Sponsor.

(v) Number of water heaters and air handlers and description

(See above)

(vi) Manufacturer (model, capacity):

(see above)

(vii) Manufacturer and age of burners (model, capacity):

There will be no hot water burners in the building

(viii) Type of Controls:

All Water heaters equipped with a thermostat.

(ix) Radiators, piping, etc.

There will be no radiators.

(x) Fuel (supply system):

No gas in the building

(xi) Location of oil tank:

There will be no oil tank in the building.

(xii) Capacity of oil tank:

This section is not relevant to the Report.

(L) GAS SUPPLY

This section is not relevant to the Report. No gas in the building.

(M) AIR CONDITIONING

The cooling system, as described in Paragraph K, will be designed to provide sufficient cooling to maintain inside conditions of 78 degrees Fahrenheit and 50% relative humidity when the outside conditions are 88 degrees Fahrenheit dry bulb and 72 degrees wet bulb (in accordance with ASHRAE, 2001 Fundamentals Handbook, Climatic Design Information, Table 1B, for New York City, JFK Airport). Indoor design temperatures will be in accordance with the New York State Energy Conservation Construction Code. The cooling system will be adequate for the residential units. The condensers (one condenser per apartment) will Mitsubishi Electric, as described in Paragraph K. No dunnage system is required for installation of the condensers on the roof. All the units will be installed on Attenuating Pads to reduce vibration and noise.

a. Type of System:

The cooling and heating system for this building is described in Paragraph K.

All exterior metals, including fasteners, which used to secure the outdoor condensers to the concrete roof slab are corrosion resistant.

b. Central System (manufacturer, model, capacity):

The building has central ERV system, located on the Bulkhead Roof. This ERV provides the central cooling and heating to the public corridor at each floor from 2nd to 9th. ERV Model B22OU - (525 - 1300 CFM) by Daikin with Energy Recovery Ratio 59.5% (summer) and 63.2 % (winter)

c. Cooling towers or Condensers (number, location, description):

There will be no cooling towers. There will be total of 31 condensing units located on the bulkhead roof. For the detail of this units see item K(i) above.

(d) Individual units covered by the offer (window / sleeve- number, location, description):

There will be no window sleeves provided at the exterior walls of the building

(N) VENTILATION

The spaces that require mechanical ventilation within the units are the interior bathrooms and kitchen areas. These spaces within the units shall be equipped with vertical ducts with a fan, which terminates to the outside air. The minimum rate of exhaust ventilation shall be 50 cfm; for bathroom areas and approximately 3cfm per square foot of floor area or a minimum of 150 cfm, for kitchenette areas as required by the New York City Building Code.

Fresh air intake ducts and registers for ventilation of mechanical equipment at the cellar floor will also be provided as necessary.

The common egress stairs will also be equipped with exhaust ventilation louvers, at the exterior walls of the stair bulkhead, at the roof above the fourth floor.

Mechanical equipment rooms at the cellar level will also be equipped with fresh air intake ducts. All exhaust equipment shall be UL approved and New York City M.E.A. or B.S.A. approved as necessary. Mechanical ventilation equipment will have a noise emission rating of approximately 1.2 Sones.

(O) ELECTRICAL SYSTEM

a. Service from main service switchgear;

The electrical service will be brought in from the terminal point of the Consolidated Edison Co to the building. The total service supplied to the building, shall be a 1100 Amp, 208/120 Volt, triple phase, three wire, service.

The electrical service will be transported throughout the building via, insulated, three-wire cables.

b. Service to the individual units;

There will be a separate electrical meter for each residential unit. There will be a 125 Amp ,60/208 Volt, 2 phase, copper wire electrical service supplied to each residential unit. Copper wire strands shall be protected with a polyvinylchloride insulation.

c. Compartment switchgear;

The sectional meter boards and transformers supplying power to the meter boards will be located in electrical meter panels, at the meter room located at the cellar floor towards the front of the building.

d. Unit service;

Each residential unit will be equipped with 125 Amp fuses and circuit breakers. The electrical system will be adequate to handle modern usage and appliances such as dishwashers, microwave ovens and electric washers and dryers.

e. Adequacy;

i. Service;

There will be approximately twelve circuits with circuit breakers provided for each residential unit. The circuits will be adequate to handle modern appliances such as dishwashers and electric washers and dryers.

There will be no common emergency generator provided in the building.

ii. Lighting and Fixtures:

There shall be at least one centrally located, overhead, LED, lighting fixture, provided in each bedroom, kitchenette and bathroom within each residential unit. There shall also be an overhead fixture provided in hallways within the units. Each lighting fixture shall be capable of providing the LED equivalent of at least 60 watts of incandescent illumination. There will also be overhead, recessed, lighting fixtures at the living areas.

There will be electrical outlets provided at the perimeter of the living areas for the addition of floor and / or table lamp fixtures.

Lighting fixtures and electrical outlets; shall be installed by a licensed Electrician, and shall be in compliance with the N.Y. City Electrical Code and the N.Y. City Building Code.

iii. Convenience outlets & appliance outlets:

There will be convenience outlets and appliance outlets provided in each bedroom, living room, kitchen, bathroom, etc. within each unit.

Arc Fault Circuit Interrupters (AFCI) and Ground Fault Circuit Interrupters (GFCI) shall be provided at all outlets. Three way switches shall be provided at the first floor areas as necessary to comply with the N.Y. City Electrical Code.

Electrical equipment shall be installed by a licensed Electrician and shall be in compliance with the N.Y. City Electrical Code and the N.Y. City Building Code.

(P) INTERCOMMUNICATION SYSTEM

Each residential unit will be equipped with an intercom located close to the main entrance door within the unit; which will permit voice and visual contact between the inside of the residential units and the main entrance door at the first floor level. The intercom system shall be equipped with a buzzer to allow access to the entrance lobby. The video and voice tenant station located within each residential unit shall be Model GT-IM3 as manufactured by Aiphone. The video entrance station located adjacent to the entrance to the building at the first floor shall be model GT- DMB-N as manufactured by Aiphone.

There will be no additional CCTV system in the building.

Aiphone warrants its products for a minimum period of two years after delivery.

The building will be wired for cable. Each unit's owner will be responsible for securing their own cable service provider at their own cost.

The Sponsor reserves the right to provide equipment by a different manufacturer which is equal to or better than noted above.

(Q) PUBLIC AREA LIGHTING

LED lighting fixtures shall be provided in the common stairways and hallways. Lighting fixtures shall also be provided at the common areas at the first floor. Fixtures shall be capable of providing LED illumination equivalent to at least ten (10) watts per twenty-five (25) square feet of floor area in incandescent lighting. Each lighting fixture shall be equipped with one or more LED lights, equivalent to not less than sixty (60) watts of incandescent illumination.

Wall mounted, LED, lighting fixtures shall be provided adjacent to the exterior entrance of the building; providing an aggregate illumination equivalent to at least two hundred (200) watts of incandescent illumination.

Ceiling mounted LED lighting fixtures will be provided, at the first floor ceiling above the rear parking spaces beneath the second floor, as well as along the driveways. Each ceiling mounted, lighting fixture will provide the equivalent of a minimum of sixty (60) watts of incandescent illumination. The ceiling, lighting fixtures for the interior public areas shall be recessed, model number M4/14W/LED as manufactured by Supreme Lighting.

The lighting fixtures at the exterior entrance shall be model number R8WP153212 as manufactured by Y Lighting.

All public area lighting shall be adequate and shall be in compliance with the New York City Housing Maintenance Code and Multiple Dwelling Laws.

The Sponsor reserves the right to provide lighting fixtures by different manufacturers than noted above.

All lighting fixtures shall be installed by a N.Y. State licensed Electrician and shall comply with the New York City Electrical Code.

(R) GRAGES AND PARKING AREAS

As peer Zoning Resolution, this building must have eight (8) parking spaces. The required 8 parking spaces are provided as follows: seven (7) parking spaces and one ADA parking space (for van) with a handicap access aisle. Seven (7) open parking spaces have a regular size of 8.5'x18', 153 SF each and ADA open parking has dimensions 16'x18', 288 SF. There are restrictions imposed by the Zoning Resolution regarding the sale of the parking units to non- residents of the building as per Section 25-412 of the N.Y. City Zoning Resolution.

The parking spaces are not accessory to the particular unit, but they will be sold as separate units.

a. Location of garages;

There will be no enclosed parking garage.

b. Location of parking areas;

The parking spaces will be located at the first floor / grade level, at the back of the building.

Access to the parking: the driveway 8'-8" wide at right side of the building provides access to the parking from Ocean Avenue

c. Surfaces;

Parking surfaces shall be of poured concrete, reinforced with welded steel wire fabric. Each parking space will be delineated with dashed lines of white or yellow epoxy paint.

d. Parking (attended or unattended);

Parking spaces will be unattended.

(4) Garage ventilation (method and equipment);

There will be no mechanical exhaust ventilation provided for the parking areas as the parking spaces will not be enclosed.

(5) Garage fire protection (method and equipment);

There will be no enclosed parking garage. Eight (8) parking places will provided in parking area at the back of the building.

There will be dry, sprinkler heads located at the ceiling of the covered driveway and parking area at the ground floor level.

(7) Drainage;

The parking areas at the ground floor level, at the back of the building, including driveways, has 13 cast iron area drains connected to the building's storm drainage system (two drywells)

(S) SWIMMING POOLS

There will be no swimming pools within or at the exterior yard areas of the building. The following sub-sections will not be applicable to this Report.

- a. **Type (concrete, material composition) and Location;**
- b. **Size (length, width, depth, capacity);**
- c. **Enclosure (material including roof);**
- d. **Pumping and filter system;**
- e. **Water heating equipment;**
- f. **Structural support system (roof location);**

(T) TENNIS COURTS, PLAYGROUNDS AND RECREATION FACILITIES**(1) Recreational Facilities**

There will be no tennis courts or playgrounds within or at the exterior areas of the building. The following Sub sections will not be applicable to this Report. However, the building will have Recreational Space (Exercise Room), approximately 526 SF at the first floor, with maximum occupancy of 17 people

and Outdoor Recreational Space, approximately 300 SF, at the roof, also for 17 people. Outdoor roof recreational space will not have any equipment, but the Exercise Room at 1st floor will be fully equipped. The Sponsors will provide the following exercise equipment, which will be installed at the 1st floor Exercise Room:

Brand: “Spirit Fitness”

one CT800 Light Commercial Treadmill, one CE800 Light Commercial Elliptical, one CU800 Light Commercial Upright Bike, one CIC850 Full Commercial Indoor Cycle,

Brand: “Hudson”

one H05-50RHEX/R HUDSON 5-50 RUBBER HEX/RACK

Brand: “Hudson Steel”

one HFID-FLAT-IN HUDSON FID BENCH, one HUDSON SOUTHAMPTON TRAINER

Floor in Exercise Room will be cover by GREY-TILE (black tile with grey specks) – Soft Rubber Floor Mats (high density closed cell foam rubber) by “Hudson Steel”

The paragraphs below are not applicable for this report

(2) Tennis Courts:

- (i) Type (clay, macadam, turf);**
- (ii) Number and Size;**
- (iii) Lighting (number and type);**
- (iv) Fencing and enclosure;**
- (v) Playgrounds (size and location);**

(U) PERMITS AND CERTIFICATES

All required permits and sign-offs required and a final Certificate of Occupancy are to be obtained by the Sponsors:

PERMIT TYPE	AGENCY
Demolition	Department of Building
Fence	Department of Building
Sidewalk Shed	Department of Building
Foundation	Department of Building
General Construction	Department of Buildings
Plumbing	Department of Buildings
Sprinkler	Department of Buildings
Electrical	Department of Buildings
Elevator	Department of Buildings
Site Connection	Department of Environmental Protection
Builders Pavement (Construct new sidewalk)	Department of Buildings .and Department of Transportation

Permits issued by the New York City, Department of Buildings are valid for a minimum of one year from the date of issue or on the expiration date of the contractor's insurance policy whichever comes first. All work types for permits issued by the Department of Buildings are subject to inspection and signoff by the Department of Buildings prior to the issuance of a Certificate of Occupancy.

Site connection permits will be valid for two years from the date of issue.

All permits issued by the New York City Department of Transportation expire on December 31st of each year and are required to be renewed.

Recurring annual inspections to be performed after the building is in operation shall include but not be limited to; the Elevator system, Sprinkler and Fire Alarm System, NFPA 80 (Fire Doors) and Mechanical Equipment. Building also subject of periodical façade inspection as per Local law 11/98, which required periodic façade inspection to be conducted once construction has been completed. These five-year periods are referred to as "cycles". Each cycle has specific decline for inspection and filing reports with DOB. For this new building the next (Cycle11) will begin on February 21, 2030. The filing window for Sub-Cycle 11 will be from February 21, 2030 to February 21, 2032.

(V) VIOLATIONS:

Currently, one ECB Class-2 open violations # 39537688K issued by DOB to the Contactor, related to the maintenance of the temporary construction fence. The hearing date for this violation is June 30, 2025 and it will be unequivocally resolved by the Sponsor's Contractor prior to the completion of the project.

A Certificate of Correction will be submitted to the Department of Buildings for all outstanding violations (if any) obtained prior to completion of the project.

A Certificate of Occupancy will not be issued by the Department of Buildings until all violations, if any, are corrected.

(W) UNITS INFORMATION:

The condominium will consist of thirty (30) Residential units and eight (8) Parking units.

The Main Residential Entrance and Parking units will be located at the first floor / grade level. The Residential units will be located at the second through ninth floor levels of the building. In at the partial cellar floor level located towards the front of the building there are utility rooms such as: water/sewer/sprinklers, fire pump, electrical, trash compactor, and two storage rooms for the tenants. Cellar is in compliance with ADA associability: the elevator stops in the cellar.

In all units the floor to ceiling heights is 8'-2". In two units at 2nd floor (Unit 201 and Unit 204) walk-in-closets are non-habitable and must be used as accessory storages only.

(X) UNIT'S SIZES:

- (i) The dimensions indicated are approximate and are located: horizontally; approximately to the outside face of the exterior walls of the building and approximately to the non-unit side of the walls and partitions (dividing the units from corridors, stairs and mechanical spaces). Dimensions shall be to the centerline when a partition divides two units.

The floor to ceiling height at the first floor will be approximately eight feet. The floor to ceiling heights within the residential units will be approximately; nine feet at the second, third and fourth floors.

The approximate square footage for each unit is as follows: (see next page).

Unit 201 - 679 SF
Unit 202 - 647 SF
Unit 203 - 597 SF
Unit 204 - 682 SF
Unit 301 - 856 SF + 65 SF (BALCONY)
Unit 302- 628 SF + 43 SF (BALCONY)
Unit 303 - 582 SF
Unit 304 - 851 SF + 27 SF (BALCONY)
Unit 401 - 856 SF + 65 SF (BALCONY)
Unit 402- 628 SF + 43 SF (BALCONY)
Unit 403 - 582 SF
Unit 404 - 851 SF + 27 SF (BALCONY)
Unit 501 - 856 SF + 65 SF (BALCONY)
Unit 502- 628 SF + 43 SF (BALCONY)
Unit 503 - 582 SF
Unit 504 - 851 SF + 27 SF (BALCONY)
Unit 601 - 856 SF + 65 SF (BALCONY)
Unit 602- 628 SF + 43 SF (BALCONY)
Unit 603 - 582 SF
Unit 604 - 851 SF + 27 SF (BALCONY)
Unit 701 - 856 SF + 65 SF (BALCONY)
Unit 702- 628 SF + 43 SF (BALCONY)
Unit 703 - 582 SF
Unit 704 - 851 SF + 27 SF (BALCONY)
Unit 801 - 848 SF + 65 SF (BALCONY)
Unit 802- 636 SF + 43 SF (BALCONY)
Unit 803 - 1086 SF + 348 SF (TERRACE)
Unit 901 - 848 SF + 65 SF (BALCONY)
Unit 902- 636 SF + 43 SF (BALCONY)
Unit 903 - 1177 SF + 80 SF (BALCONY)

(1) Unit Finishes;

The residential units shall be finished as described herein:

The finished floor of the living, dining and bedroom areas of the residential units shall be of ¾” thick, select grade, oak, hardwood finish on a minimum ½” thick plywood underlayment. Thereafter, unit owners may finish with carpeting or another material of their own choice and at their own expense.

The walls and ceilings of residential units shall be of gypsum wallboard. When finished the walls and ceilings shall be primed and painted with one primer coat and one finished coat of paint. Thereafter the unit owners may decorate by finishing with paint, wallpaper, paneling, etc. of their own choice.

The floors of the residential kitchens shall also be finished with ¾” thick, select grade, oak, hardwood finish on a minimum ½” thick plywood underlayment. Walls and ceilings shall be of gypsum wallboards.

Full residential bathrooms are equipped with a washbasin, medicine cabinet, water closet and a combination bathtub/shower. Bathrooms shall have ceramic tile floors. Tile around the bathtubs and showers shall extend to the ceiling. All other bathroom walls shall be of tile and moisture resistant gypsum wallboard.

The Sponsor reserves the right to provide hardwood flooring of a different species than noted above. When completed, the following interior finishes will be installed.

Location	Floors	Base	Walls	Ceilings
Living/Dining Room	Wood	Wood	G.W.B. Painted	G.W.B. Painted
Bedroom	Wood	Wood	G.W.B. Painted	G.W.B. Painted
Kitchen	Wood	Wood	G.W.B. Painted	G.W.B. Painted
Bathroom	Ceramic Tile	Ceramic Tile	Tile/G.W.B. Painted	G.W.B. Painted
Mechanical Closet	Ceramic Tile	Ceramic Tile	G.W.B. Painted	G.W.B. Painted
Laundry Closet	Ceramic Tile	Ceramic Tile	G.W.B. Painted	G.W.B. Painted

Notes:

G.W.B. B. denotes Gypsum Wallboard

(2) Bathroom Fixture Schedule

i. Water Closets:

Water closets shall be as manufactured by Kohler. Water closets shall be of vitreous china and shall be floor mounted and equipped with syphon flushing action.

Water closets are also to be equipped with vacuum breakers and shall meet water saving performance standards as per New York City Local Law 29/89.

ii. Countertop Lavatory:

Countertop lavatory shall be model Ronda Lyn 0491.019 as manufactured by American Standard with Gerber faucet set in a plastic laminate finished, and particle board vanity countertop.

iii. Bathtubs:

Bathtubs shall be model Salem 0155.017 with flow outlet, and the showerhead and trim model shall be Colony R110SS as manufactured by American Standard.

The Sponsor reserves the right to provide fixtures by different manufacturers than noted above.

(3) Kitchen Equipment Schedule

The kitchen areas will generally be provided with the following fixtures, appliances and equipment:

Wood laminate, wall and base cabinets and granite countertops.

Stainless steel sink by Crane, with faucet by Jendon, model number 5106BN.

Electrical range with 4 cooktops Samsung, Model NSE6DG8300SR

Refrigerator by Samsung Model KRF8A5101SR

Microwaves by Sansung ME17R7021ES

Dishwashers by Beko, DIN25401

The sponsor reserves the right to provide fixtures by different manufacturers than noted above.

(x) FINISH SCHEDULE (SPACES OTHER THAN UNITS)

The following interior finishes will be installed at the locations as indicated.

Location	Floors	Base	Walls	Ceilings
Mechanical Rooms	Concrete	Mas./G.W.B.	Mas./G.W.B.	G.W.B. Painted
Meter Rooms	Concrete	Mas./G.W.B.	Mas./G.W.B.	G.W.B. Painted
Stair & Hallway	Concrete	Metal	G.W.B. Painted	G.W.B. Painted
Open Cellar	Concrete	Mas./G.W.B.	Mas./G.W.B.	G.W.B. Painted

Notes:

G.W.B. denotes Gypsum Wallboard

Mas. denotes Masonry

(Y) SAFETY AND WARNING DEVICES

The building will be fully sprinklered in all floors. There are no unprotected areas in the building.

There will be a hardwired, combined smoke and carbon monoxide detector provided in each residential unit within each bedroom and at a maximum distance of fifteen feet from any bedroom door within the units as required by the NYC Building Code. The combined smoke and carbon monoxide detector shall be BRK Brands model number SC9120B as manufactured by BRK Brands Inc.

When more than one smoke alarm is required to be installed within an individual dwelling unit, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

The Sponsor reserves the right to provide combined, smoke and carbon monoxide detectors by a different manufacturer than noted above.

The sprinkler system and smoke and carbon monoxide detectors are the fire and smoke safety devices required by the NYC Building Code.

The Condominium Management will be responsible for the maintenance of all safety and warning devices.

Building equipped with Automatic Smoke/Heat/CO Detection and Sprinkler Fire Alarm System filed in NYC Fire Department under the Application # 2023-TMFALM-005280-PLAN approved on 09/22/2023.

(bb) FURTHER DEVELOPMENT

There is no further development of the property proposed. The Sponsor shall not construct any additional units or phases after completion of the structure which is contrary to the plans as approved by the N.Y. City Department of Buildings.

(cc) ASBESTOS

There is no asbestos made products or products containing asbestos materials specified or used in the construction of the building.

(dd) LEAD-BASED PAINT

There are no lead-based paint or lead-based paint products specified or used in the construction and finishing of the building.

(ee) CORROSIVE MATERIALS

There are no “Chinese Drywall” or other known corrosive drywall materials specified or used in the construction of the building.

(ff) TENANT PROTECTION PLAN

The building will be new construction and will not be occupied by tenants and / or unit owners prior to the Sponsor obtaining a Certificate of Occupancy.

(W) MANAGEMENT

The following documents, as applicable, shall be transferred to the Condominium Management upon transfer of control:

- Operation & Maintenance (O & M) manuals for mechanical equipment;
- Electronic system manual;
- Commissioning manual (as applicable);
- Equipment Warranties;
- Roof Warranty;
- Major Equipment Start-Up Sheets;
- Control System As-Built;
- Original Test and Balance Report for HVAC System;
- Indoor Air Quality Report;
- Final As-Built Drawings as maintained during construction, i.e., Structural, Mechanical, Electrical, Plumbing, Sprinklers.

(Z) ADDITIONAL INFORMATION

A site plan and floor plans indicating the location of the property lines and the approximate outline and size of the building as well as the approximate location, size and dimensions of the units are herewith submitted

CONDOMINIUM PLAN No. _____

2518 OCEAN AVENUE CONDOMINIUM
2518 OCEAN AVENUE, BROOKLYN NY 11229
TAX BLOCK 7324

KINGS COUNTY
F/ K/ A LOT 31,34
N/ K/ A 1001-1038

APPROVED BY THE SURVEYOR'S OFFICE _____
FILED IN REAL ESTATE PROPERTY ASSESSMENT BUREAU _____
FILED IN NEW YORK CITY REGISTER'S OFFICE _____, 2025

THE LAND AFFECTED BY THE WITHIN INSTRUMENT
LIES IN SECTION 22 IN TAX BLOCK 7324 ON
THE BLOCK MAP OF TAXES AND ASSESSMENTS IN
THE BOROUGH OF BROOKLYN

2518 OCEAN AVENUE CONDOMINIUM
2518 OCEAN AVENUE, BROOKLYN NY 11229
TAX BLOCK 7324

UNIT	TAX LOT		UNIT	TAX LOT		UNIT	TAX LOT		UNIT	TAX LOT	
UNIT 201	1001		UNIT 404	1012		UNIT 703	1023		UNIT PS04	1034	
UNIT 202	1002		UNIT 501	1013		UNIT 704	1024		UNIT PS05	1035	
UNIT 203	1003		UNIT 502	1014		UNIT 801	1025		UNIT PS06	1036	
UNIT 204	1004		UNIT 503	1015		UNIT 802	1026		UNIT PS07	1037	
UNIT 301	1005		UNIT 504	1016		UNIT 803	1027		UNIT PS08	1038	
UNIT 302	1006		UNIT 601	1017		UNIT 901	1028				
UNIT 303	1007		UNIT 602	1018		UNIT 902	1029				
UNIT 304	1008		UNIT 603	1019		UNIT 903	1030				
UNIT 401	1009		UNIT 604	1020		UNIT PS01	1031				
UNIT 402	1010		UNIT 701	1021		UNIT PS02	1032				
UNIT 403	1011		UNIT 702	1022		UNIT PS03	1033				

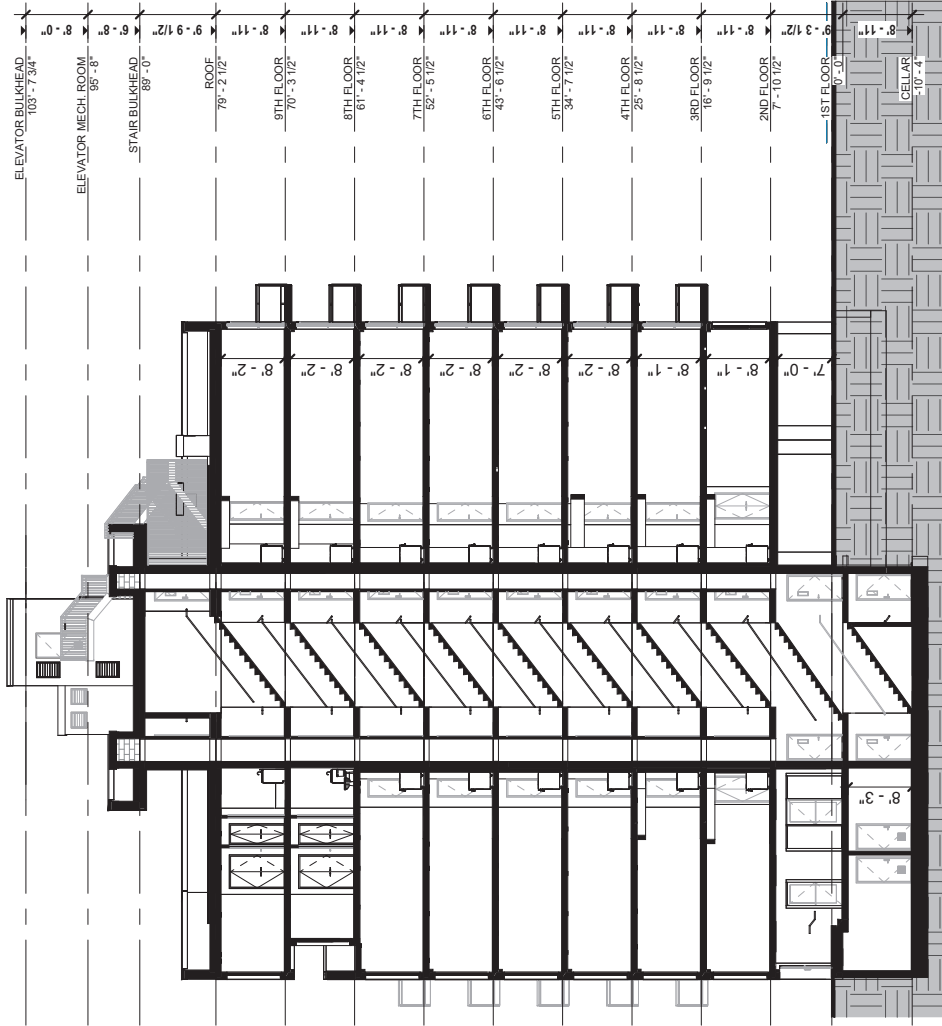
CONDOMINIUM PLAN CERTIFICATION

THE TAX MAP UNIT CITY OF NEW YORK CERTIFIES THAT:

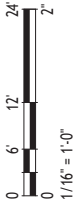
- A. THE ANNEXED FLOOR PLANS CONSISTING OF 14 PAGES COVERING CELLAR, NINE (9) FLOORS, ROOF, ELEVATOR & STAIR BULKHEAD ROOF IN PREMISES KNOWN AS: "2518 OCEAN AVE CONDOMINIUM", 2518 OCEAN AVENUE, BROOKLYN, NY 11229
- B. THE UNIT DESIGNATIONS AND THE TAX LOT FOR THE SEPARATE UNITS SHOWN THEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

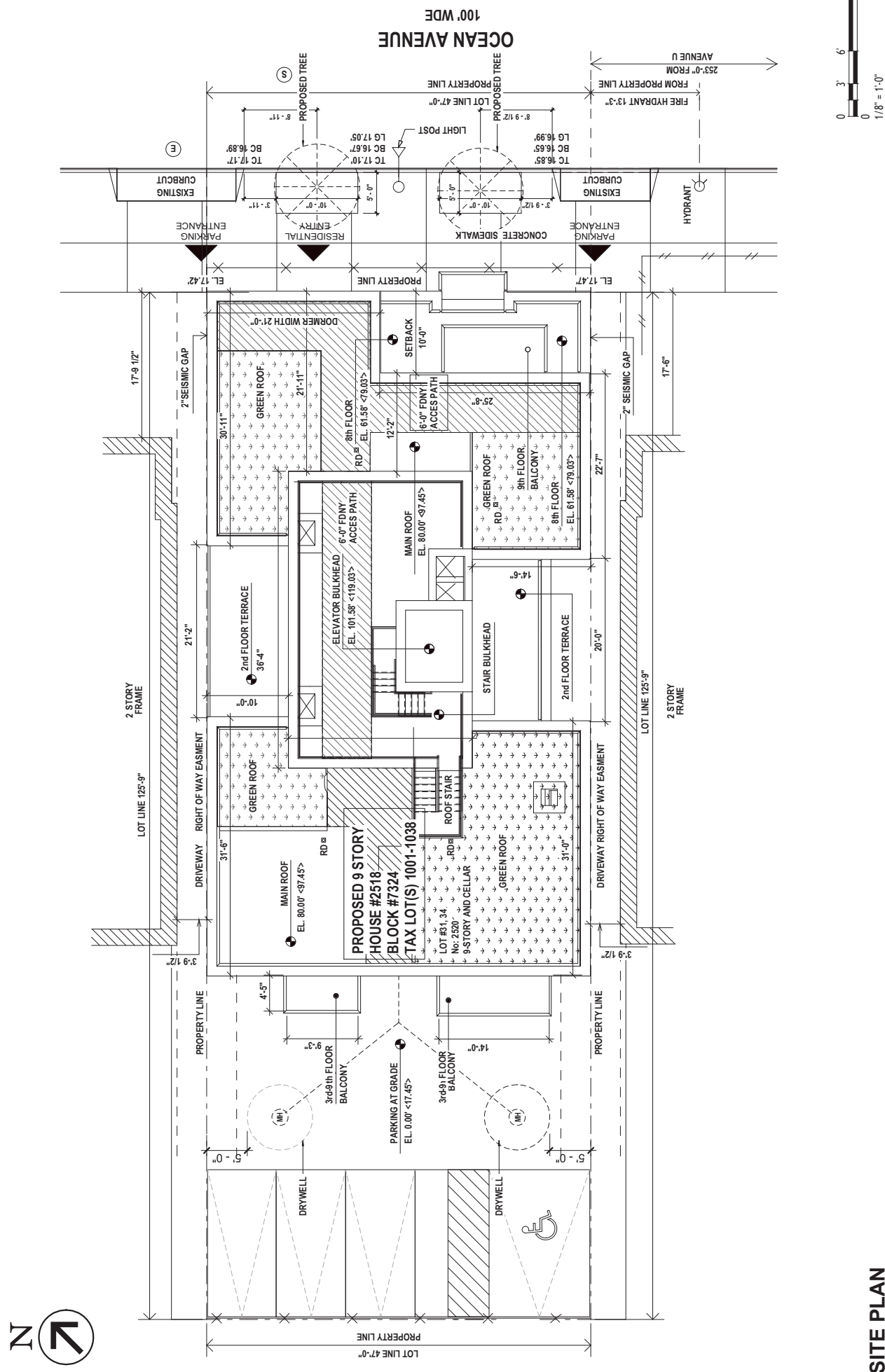
DATE _____

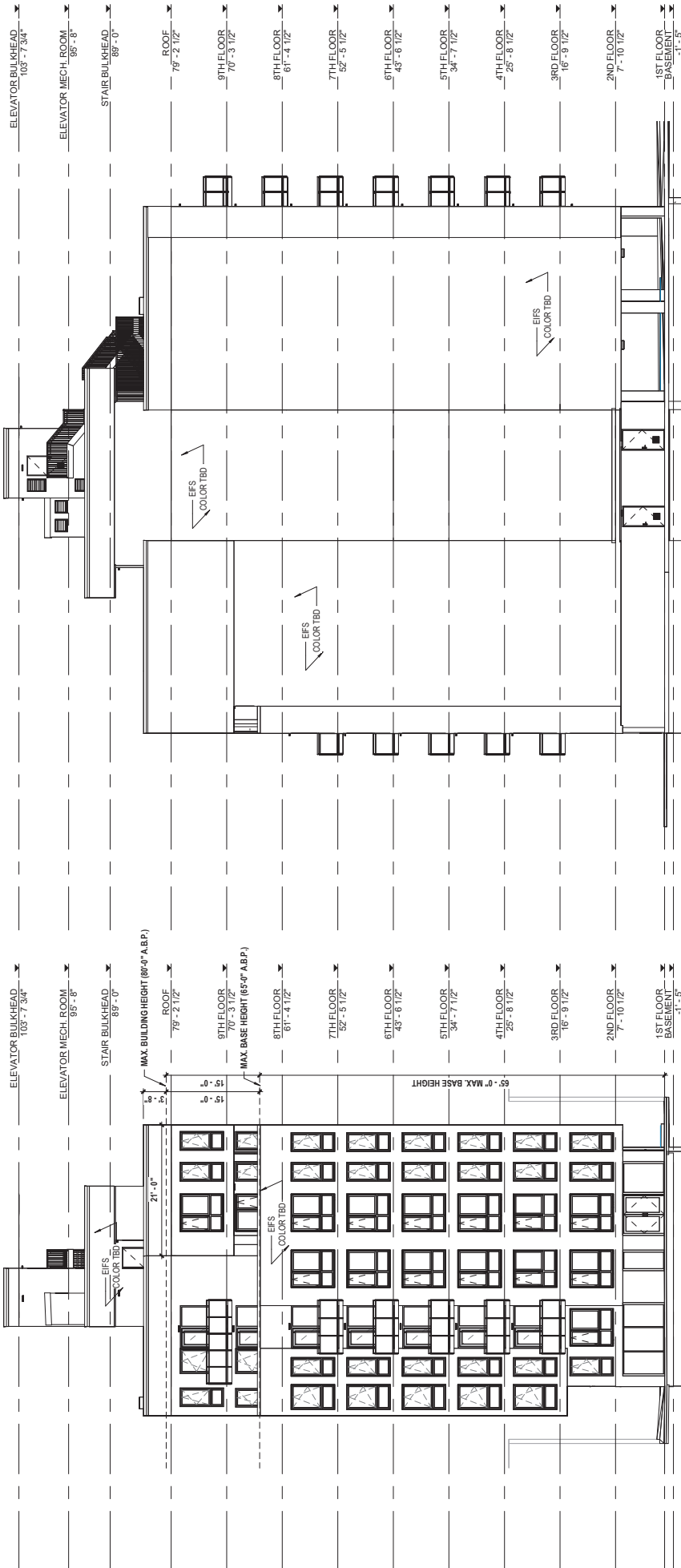
SURVEYOR
REAL PROPERTY ASSESSMENT BUREAU
SURVEYING DIVISION



KEY SECTION

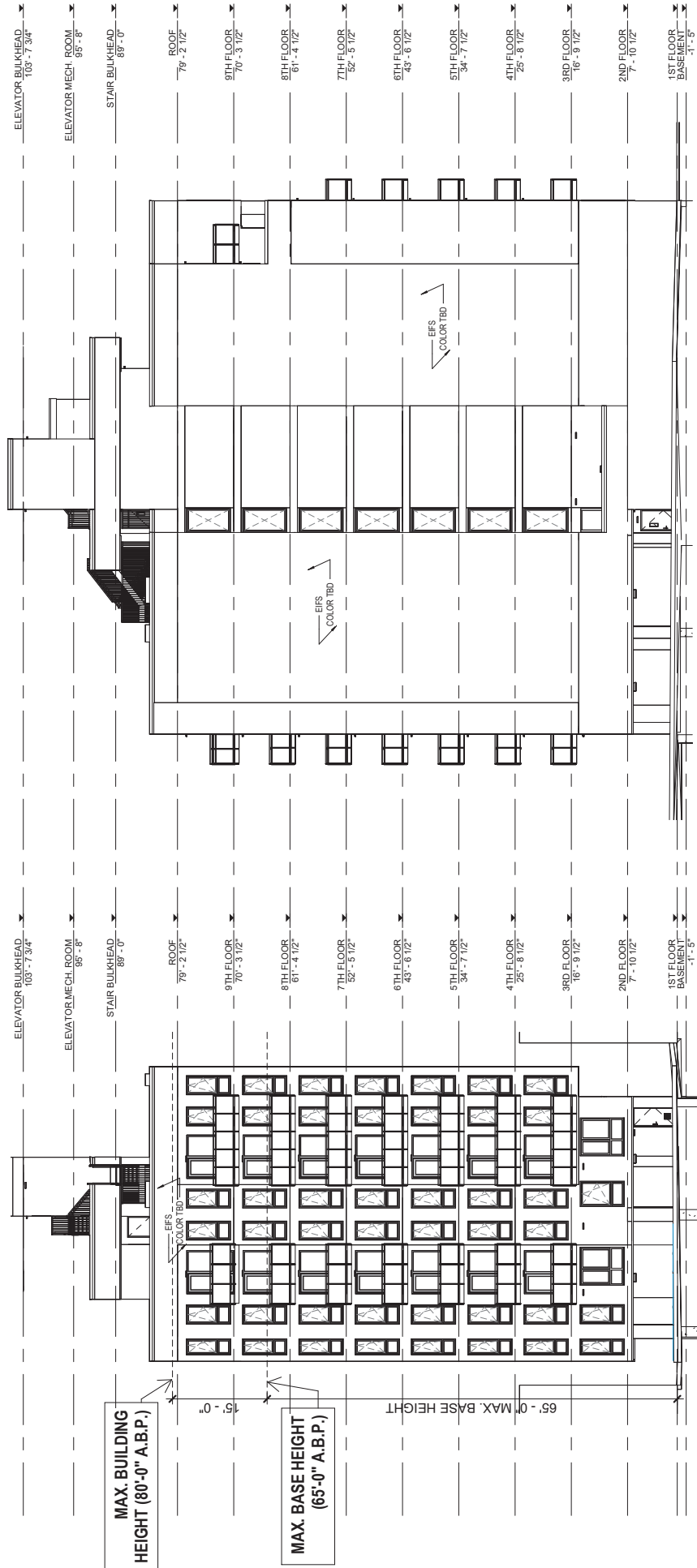






① FRONT/EAST ELEVATION (CONDO)
1/16" = 1'-0"

② NORTH ELEVATION (CONDO)
1/16" = 1'-0"



① REAR/EAST ELEVATION (CONDO)
1/16" = 1'-0"

② SOUTH ELEVATION (CONDO)
1/16" = 1'-0"

LEGEND



GENERAL COMMON ELEMENTS (GCE)



LIMITED COMMON ELEMENTS (LCE)



UNIT

DIMENSIONS OF UNITS

THE MEASUREMENT OF EVERY UNIT WILL CONSIST OF AREA MEASURED HORIZONTALLY FROM THE EXTERIOR SURFACE OF THE FRONT OR REAR WALL OF THE BUILDING TO THE MIDPOINT OF THE UNEXPOSED FACE OF DRYWALL OR THE MIDPOINT OF THE FACE OF THE CONCEALED OR EXPOSED MASONRY WORK OF THE INTERIOR WALLS OR THE MIDPOINT OF THE PARTITIONS SEPARATING THE UNIT FROM ANOTHER UNIT. CORRIDORS, STAIRS, ELEVATOR AND OTHER MECHANICAL SPACES OR ANY COMMON ELEMENTS OR LIMITED COMMON ELEMENTS, EACH UNIT WILL CONSIST OF THE AREA MEASURED VERTICALLY FROM THE UPPER FACE OF THE SUB FLOOR OF A UNIT TO THE UNDERSIDE OF THE GYPSUM BOARD FORMING THE UNIT CEILING. ANY COMMON ELEMENT LOCATED WITHIN A UNIT SHALL NOT BE CONSIDERED PART OF SUCH UNIT.

DECLARANT NAME: 2518 OCEAN AVE TOWER LLC
ADDRESS: 1694 McDONALD AVE., BROOKLYN NY 11230

ARCHITECT'S CERTIFICATION
STATE OF NEW YORK

COUNTY OF KINGS:

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ROMAN SOROKKO, P.E.

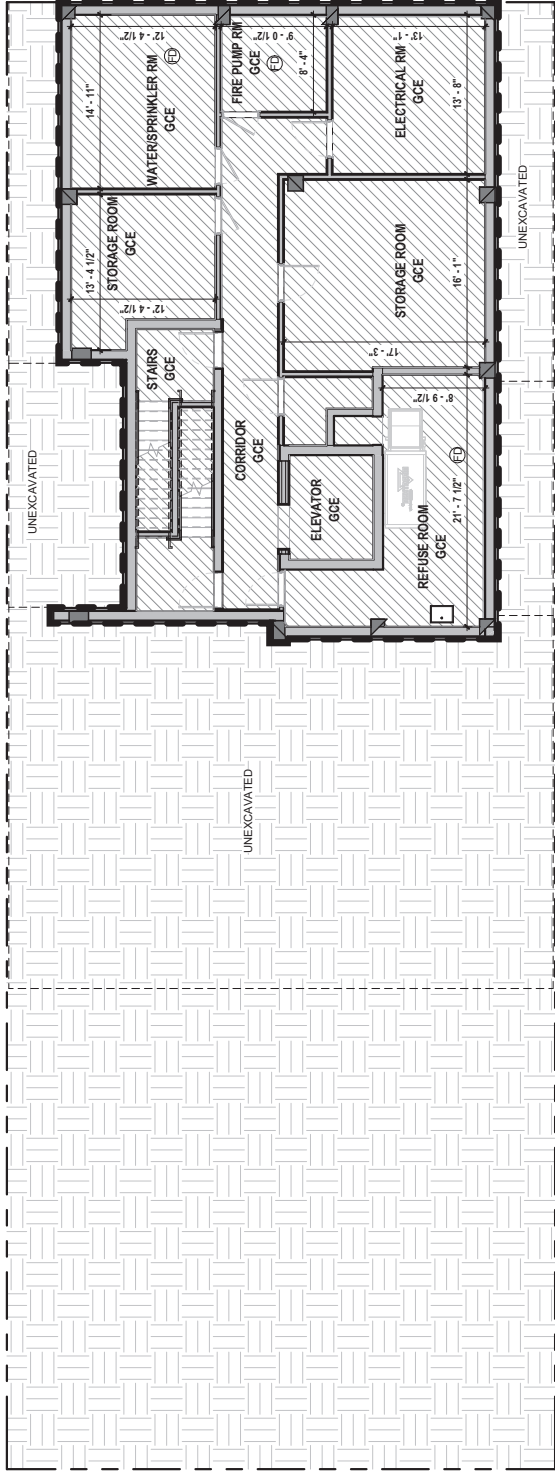
SWORN TO BEFORE ME THIS
DAY OF

NOTARY PUBLIC

TAX LOT CERTIFICATION:
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HERE ON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE

SIGNATURE



1 CELLAR
3/32" = 1'-0"

UNIT PS01 TAX LOT 1031	153 SF
UNIT PS02 TAX LOT 1032	153 SF
UNIT PS03 TAX LOT 1033	153 SF
UNIT PS04 TAX LOT 1034	288 SF
UNIT PS05 TAX LOT 1035	153 SF
UNIT PS06 TAX LOT 1036	153 SF
UNIT PS07 TAX LOT 1037	153 SF
UNIT PS08 TAX LOT 1038	153 SF

DRAWING LEGEND:

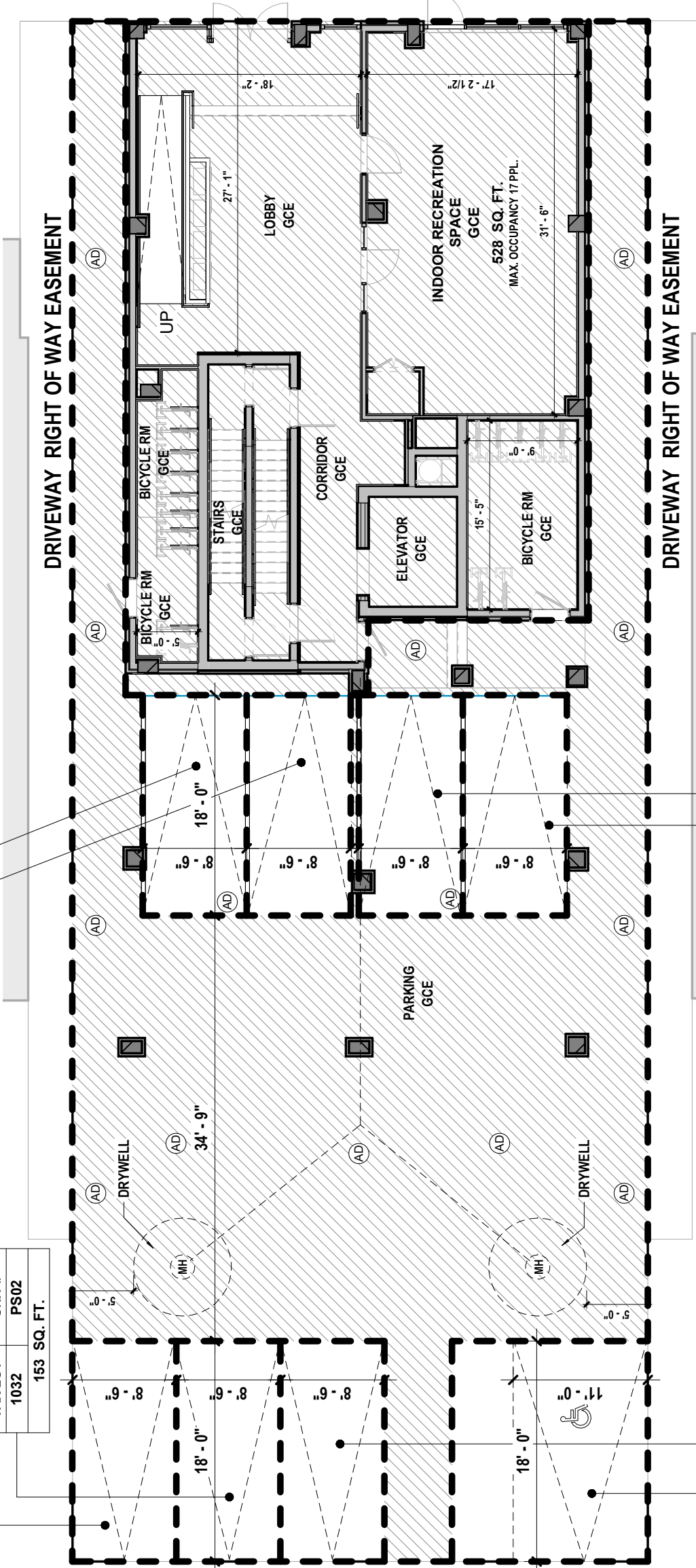
- AREA BOUNDARY LINE
- WALL PARTITION
- COOKING RANGE
- WASHER & DRYER
- FLOOR DRAIN
- AREA DRAIN
- ROOF DRAIN & OVERFLOW DRAIN
- HOT WATER HEATER TANK
- REFRIGERATOR
- STACKABLE A/C UNITS
NUMBER OF A/C UNITS
- DRYWELL

TAX LOT	UNIT #
1031	PS01
153 SQ. FT.	

TAX LOT	UNIT #
1032	PS02
153 SQ. FT.	

TAX LOT	UNIT #
1035	PS05
153 SQ. FT.	

TAX LOT	UNIT #
1036	PS06
153 SQ. FT.	



TAX LOT	UNIT #
1033	PS03
153 SQ. FT.	

TAX LOT	UNIT #
1034	PS04
288 SQ. FT.	

TAX LOT	UNIT #
1037	PS07
153 SQ. FT.	

TAX LOT	UNIT #
1038	PS08
153 SQ. FT.	

1 1ST FLOOR
3/32" = 1'-0"

0 4' 8' 16'
0 2"
3/32" = 1'-0"

LEGEND

- GENERAL COMMON ELEMENTS (GCE)
- LIMITED COMMON ELEMENTS (LCE)
- UNIT

DIMENSIONS OF UNITS

THE MEASUREMENT OF EVERY UNIT WILL CONSIST OF AREA MEASURED HORIZONTALLY FROM THE EXTERIOR SURFACE OF THE FRONT OR REAR WALL OF THE BUILDING TO THE MIDPOINT OF THE UNEXPOSED FACE OF DRYWALL OR THE MIDPOINT OF THE FACE OF THE CONCEALED OR EXPOSED MASONRY WORK OF THE INTERIOR WALLS OR THE MIDPOINT OF THE PARTITIONS SEPARATING THE UNIT FROM ANOTHER UNIT, CORRIDORS, STAIRS, ELEVATOR AND OTHER MECHANICAL SPACES OR ANY COMMON ELEMENTS OR LIMITED COMMON ELEMENTS. EACH UNIT WILL CONSIST OF THE AREA MEASURED VERTICALLY FROM THE UPPER FACE OF THE SUB FLOOR OF A UNIT TO THE UNDERSIDE OF THE GYPSUM BOARD FORMING THE UNIT CEILING. ANY COMMON ELEMENT LOCATED WITHIN A UNIT SHALL NOT BE CONSIDERED PART OF SUCH UNIT.

DECLARANT NAME: 2518 OCEAN AVE TOWER LLC
ADDRESS: 1694 McDONALD AVE., BROOKLYN NY 11230

ARCHITECT'S CERTIFICATION
STATE OF NEW YORK

COUNTY OF KINGS:

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ROMAN SOROKKO, P.E.

SWORN TO BEFORE ME THIS
DAY OF _____

NOTARY PUBLIC

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HERE ON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

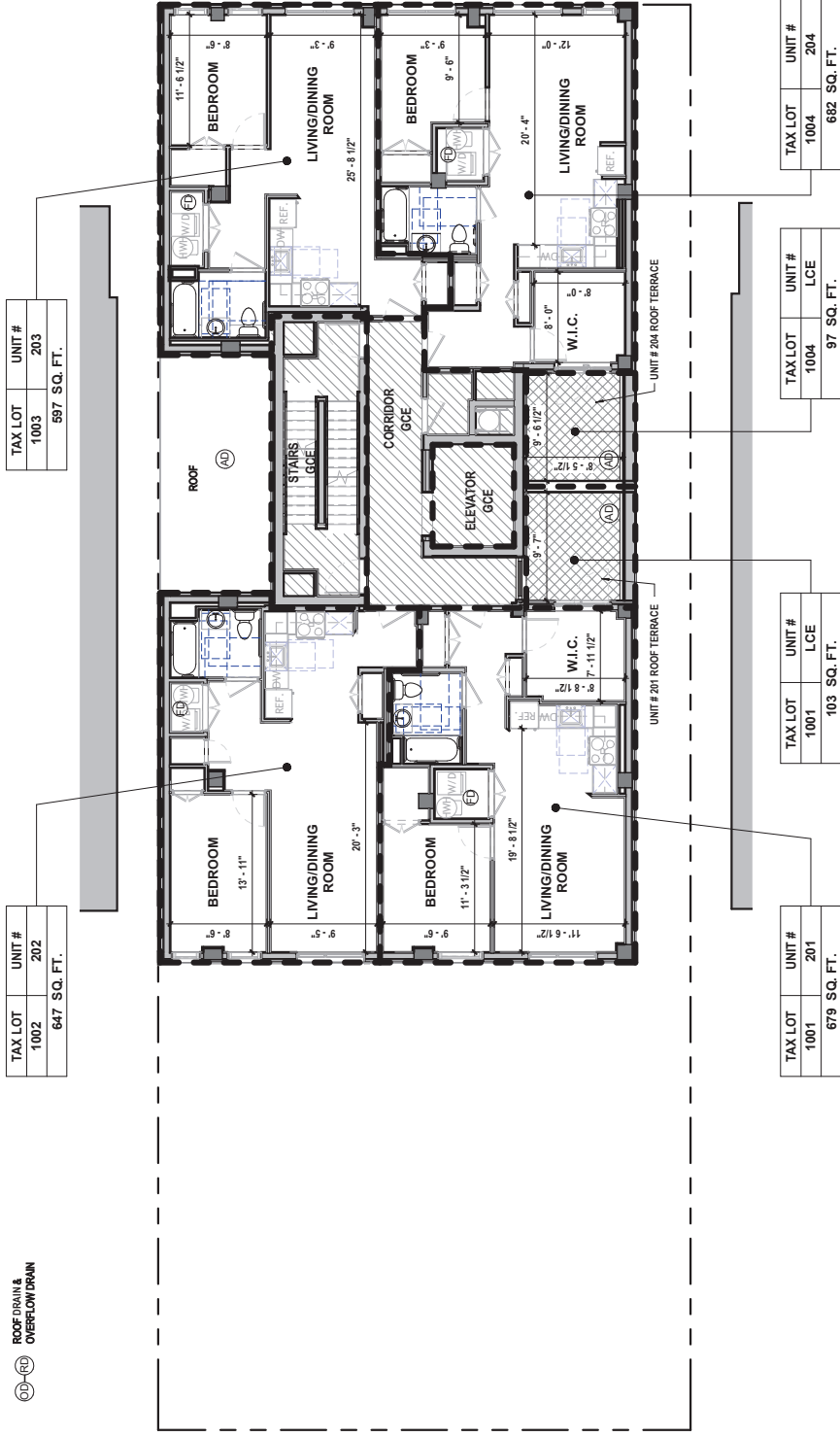
DATE _____

209
SIGNATURE

UNIT 201	TAX LOT 1001	679 SF	LCE = 103 SF
UNIT 202	TAX LOT 1002	647 SF	LCE = 97 SF
UNIT 203	TAX LOT 1003	597 SF	LCE = 97 SF
UNIT 204	TAX LOT 1004	682 SF	LCE = 97 SF

DRAWING LEGEND:

- AREA BOUNDARY LINE
- WALL PARTITION
- COOKING RANGE
- WASHER & DRYER
- FLOOR DRAIN
- AREA DRAIN
- ROOF DRAIN & OVERFLOW DRAIN
- HOT WATER HEATER TANK
- REFRIGERATOR
- DRYWELL



1 2ND FLOOR
3/32" = 1'-0"

LEGEND



DIMENSIONS OF UNITS

THE MEASUREMENT OF EVERY UNIT WILL CONSIST OF AREA MEASURED HORIZONTALLY FROM THE EXTERIOR SURFACE OF THE FRONT OR REAR WALL OF THE BUILDING TO THE MIDPOINT OF THE UNEXPOSED FACE OF DRYWALL OR THE MIDPOINT OF THE FACE OF THE CONCEALED OR EXPOSED MASONRY WORK OF THE INTERIOR WALLS OR THE MIDPOINT OF THE PARTITIONS SEPARATING THE UNIT FROM ANOTHER UNIT, CORRIDORS, STAIRS, ELEVATOR AND OTHER MECHANICAL SPACES OR ANY COMMON ELEMENTS OR LIMITED COMMON ELEMENTS. EACH UNIT WILL CONSIST OF THE AREA MEASURED VERTICALLY FROM THE UPPER FACE OF THE SUB FLOOR OF A UNIT TO THE UNDERSIDE OF THE GYPSUM BOARD FORMING THE UNIT CEILING. ANY COMMON ELEMENT LOCATED WITHIN A UNIT SHALL NOT BE CONSIDERED PART OF SUCH UNIT.

DECLARANT NAME: 2518 OCEAN AVE TOWER LLC
ADDRESS: 1684 McDONALD AVE., BROOKLYN NY 11230

ARCHITECT'S CERTIFICATION
STATE OF NEW YORK

COUNTY OF KINGS:
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ROMAN SOROKKO, P.E.
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DAY OF

NOTARY PUBLIC
TAX LOT CERTIFICATION:
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HERE ON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE

SIGNATURE

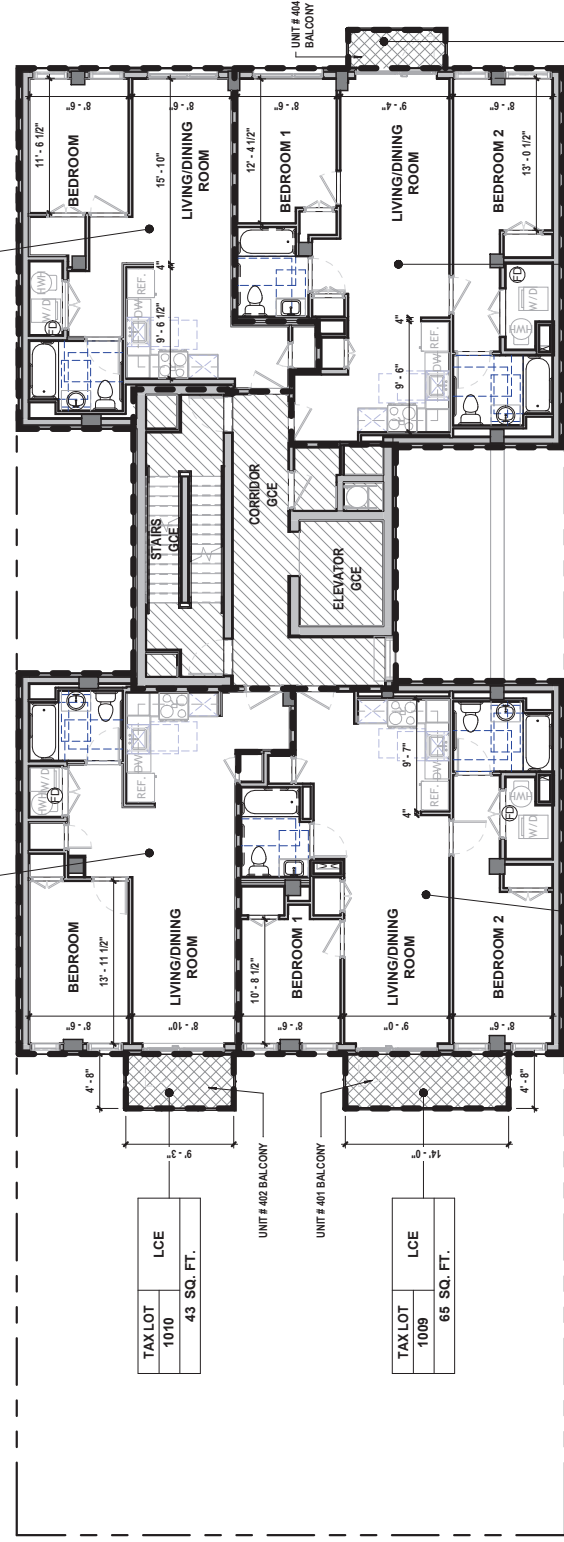
UNIT 401	TAX LOT 1009	856 SF	LCE = 65 SF
UNIT 402	TAX LOT 1010	628 SF	LCE = 43 SF
UNIT 403	TAX LOT 1011	582 SF	
UNIT 404	TAX LOT 1012	851 SF	LCE = 27 SF

DRAWING LEGEND:

- AREA BOUNDARY LINE
- WALL PARTITION
- COOKING RANGE
- WASHER & DRYER
- FLOOR DRAIN
- AREA DRAIN
- ROOF DRAIN & OVERFLOW DRAIN
- HOT WATER HEATER TANK
- REFRIGERATOR
- DRYWELL

TAX LOT	UNIT #
1010	402
628 SQ. FT.	

TAX LOT	UNIT #
1011	403
582 SQ. FT.	



TAX LOT	UNIT #
1009	401
856 SQ. FT.	

TAX LOT	LCE
1012	27 SQ. FT.

TAX LOT	UNIT #
1012	404
851 SQ. FT.	



1 4TH FLOOR
3/32" = 1'-0"

LEGEND



DIMENSIONS OF UNITS

THE MEASUREMENT OF EVERY UNIT WILL CONSIST OF AREA MEASURED HORIZONTALLY FROM THE EXTERIOR SURFACE OF THE FRONT OR REAR WALL OF THE BUILDING TO THE MIDPOINT OF THE UNEXPOSED FACE OF DRYWALL OR THE MIDPOINT OF THE FACE OF THE CONCEALED OR EXPOSED MASONRY WORK OF THE INTERIOR WALLS OR THE MIDPOINT OF THE PARTITIONS SEPARATING THE UNIT FROM ANOTHER UNIT, CORRIDORS, STAIRS, ELEVATOR AND OTHER MECHANICAL SPACES OR ANY COMMON ELEMENTS OR LIMITED COMMON ELEMENTS. EACH UNIT WILL CONSIST OF THE AREA MEASURED VERTICALLY FROM THE UPPER FACE OF THE SUB FLOOR OF A UNIT TO THE UNDERSIDE OF THE GYPSUM BOARD FORMING THE UNIT CEILING. ANY COMMON ELEMENT LOCATED WITHIN A UNIT SHALL NOT BE CONSIDERED PART OF SUCH UNIT.

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ARCHITECT'S CERTIFICATION

STATE OF NEW YORK

COUNTY OF KINGS:
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ROMAN SOROKKO, P.E.

SWORN TO BEFORE ME THIS
DAY OF _____

NOTARY PUBLIC

TAX LOT CERTIFICATION:
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HERE ON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE _____

SIGNATURE

UNIT 601	TAX LOT 1017	856 SF	LCE = 65 SF
UNIT 602	TAX LOT 1018	628 SF	LCE = 43 SF
UNIT 603	TAX LOT 1019	592 SF	
UNIT 604	TAX LOT 1020	851 SF	LCE = 27 SF

TAX LOT	UNIT #
1019	603
582 SQ. FT.	

TAX LOT	UNIT #
1018	602
628 SQ. FT.	

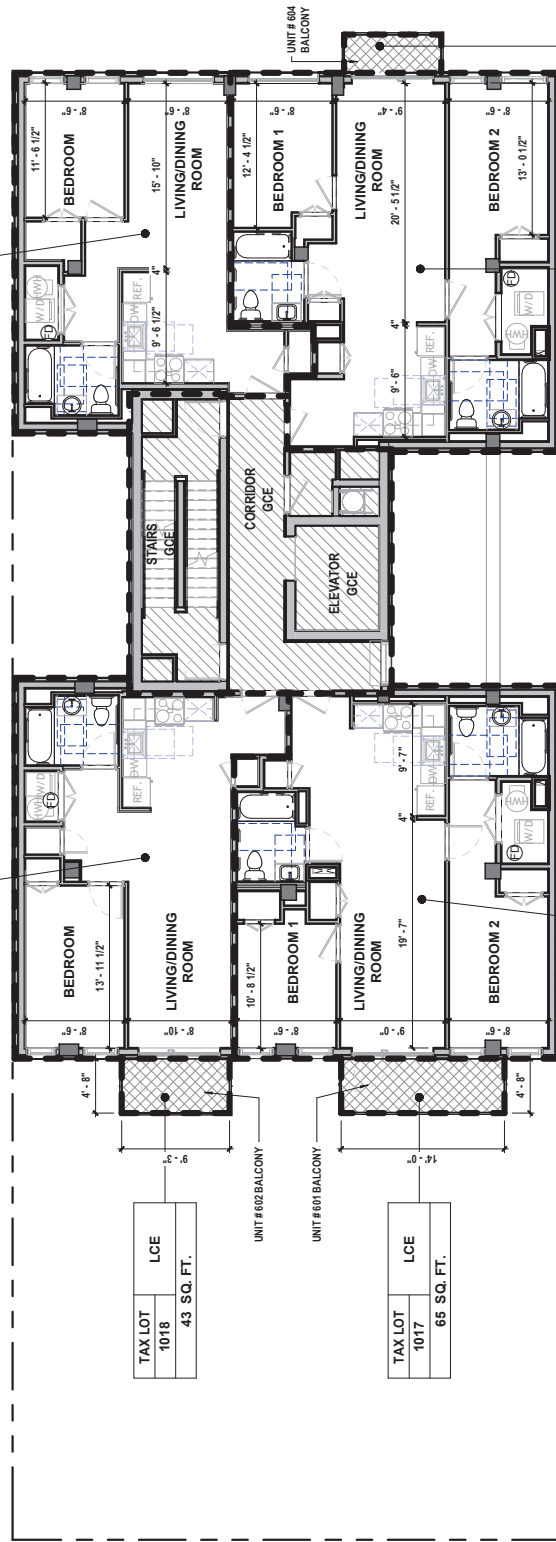
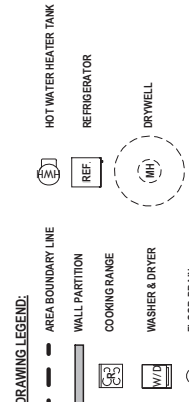
TAX LOT	LCE
1020	
27 SQ. FT.	

TAX LOT	UNIT #
1020	604
851 SQ. FT.	

TAX LOT	LCE
1018	
43 SQ. FT.	

TAX LOT	LCE
1017	
65 SQ. FT.	

TAX LOT	UNIT #
1017	601
856 SQ. FT.	



$\frac{3}{32} = 1.0$

① 6TH FLOOR
3/32" = 1'-0"

LEGEND



GENERAL COMMON ELEMENTS (GCE)

LIMITED COMMON ELEMENTS (LCE)

UNIT

DIMENSIONS OF UNITS

THE MEASUREMENT OF EVERY UNIT WILL CONSIST OF AREA MEASURED HORIZONTALLY FROM THE EXTERIOR SURFACE OF THE FRONT OR REAR WALL OF THE BUILDING TO THE MIDPOINT OF THE UNEXPOSED FACE OF DRYWALL OR THE MIDPOINT OF THE FACE OF THE CONCEALED OR EXPOSED MASONRY WORK OF THE INTERIOR WALLS OR THE MIDPOINT OF THE PARTITIONS SEPARATING THE UNIT FROM ANOTHER UNIT, CORRIDORS, STAIRS, ELEVATOR AND OTHER MECHANICAL SPACES OR ANY COMMON ELEMENTS OR LIMITED COMMON ELEMENTS. EACH UNIT WILL CONSIST OF THE AREA MEASURED VERTICALLY FROM THE UPPER FACE OF THE SUB FLOOR OF A UNIT TO THE UNDERSIDE OF THE GYPSUM BOARD FORMING THE UNIT CEILING. ANY COMMON ELEMENT LOCATED WITHIN A UNIT SHALL NOT BE CONSIDERED PART OF A UNIT.

DECLARANT NAME: 2518 OCEAN AVE TOWER LLC
ADDRESS: 1694 McDONALD AVE., BROOKLYN NY 11230

ARCHITECT'S CERTIFICATION

STATE OF NEW YORK

COUNTY OF KINGS:

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ROMAN SOROKKO, P.E.

SWORN TO BEFORE ME THIS
DAY OF _____

NOTARY PUBLIC

TAX LOT CERTIFICATION:
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HERE ON
CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX
MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

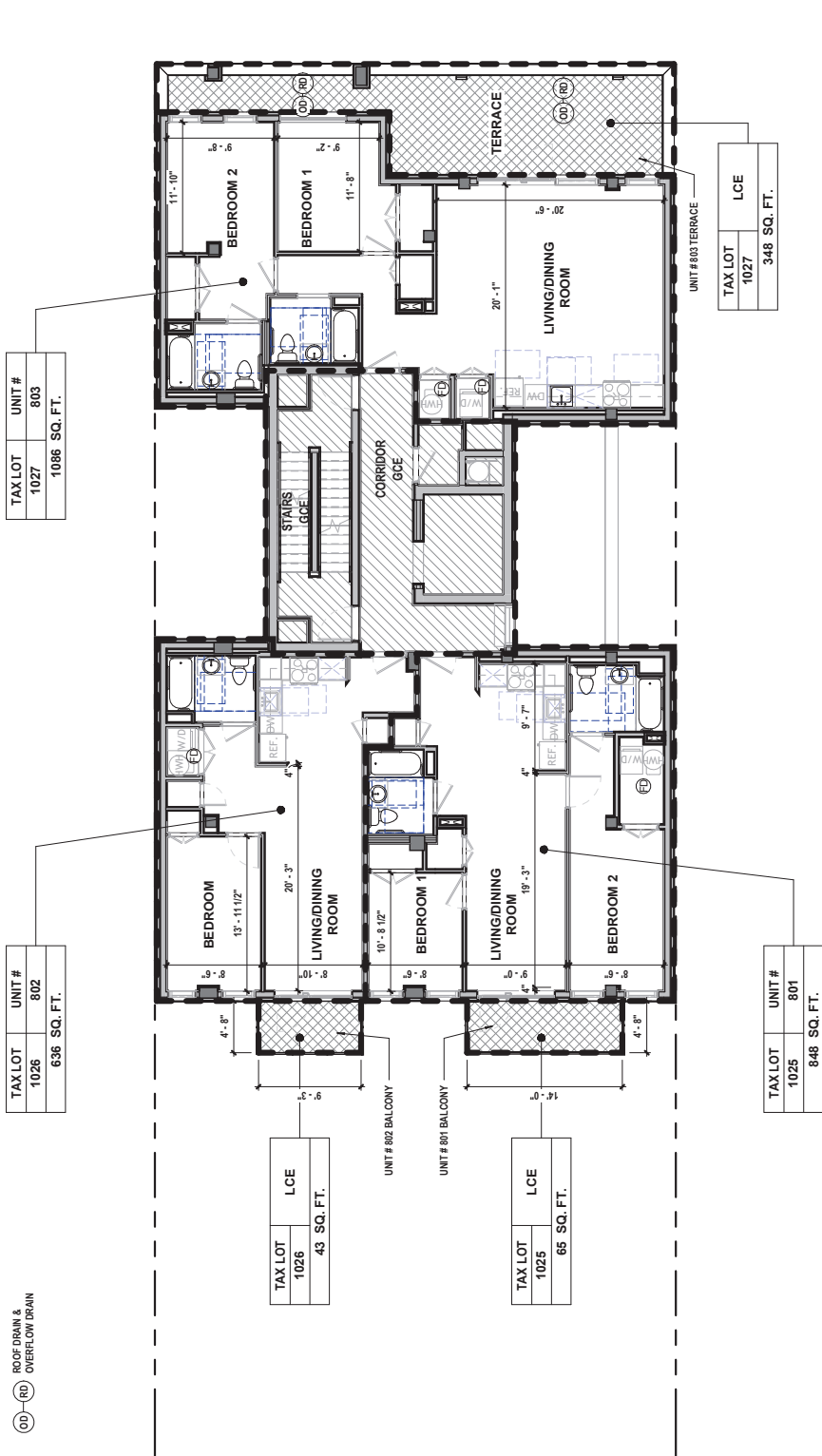
DATE _____

SIGNATURE

UNIT 801	TAX LOT 1025	856 SF	LCE = 65 SF
UNIT 802	TAX LOT 1026	628 SF	LCE = 43 SF
UNIT 803	TAX LOT 1027	582 SF	LCE = 348 SF

DRAWING LEGEND:

- AREA BOUNDARY LINE
- WALL PARTITION
- COOKING RANGE
- WASHER & DRYER
- FLOOR DRAIN
- AREA DRAIN
- ROOF DRAIN & OVERFLOW DRAIN
- HOT WATER HEATER TANK
- REFRIGERATOR
- STACKABLE AC UNITS
- NUMBER OF AC UNITS
- DRYWELL



1 8TH FLOOR
3/32" = 1'-0"

0 4' 8' 16'
0 0 2'
3/32" = 1'-0"

LEGEND

GENERAL COMMON ELEMENTS (GCE)

LIMITED COMMON ELEMENTS (LCE)

UNIT

DIMENSIONS OF UNITS

THE MEASUREMENT OF EVERY UNIT WILL CONSIST OF AREA MEASURED HORIZONTALLY FROM THE EXTERIOR SURFACE OF THE FRONT OR REAR WALL OF THE BUILDING TO THE MIDPOINT OF THE UNEXPOSED FACE OF DRYWALL OR THE MIDPOINT OF THE FACE OF THE CONCEALED OR EXPOSED MASONRY WORK OF THE INTERIOR WALLS OR THE MIDPOINT OF THE PARTITIONS SEPARATING THE UNIT FROM ANOTHER UNIT, CORRIDORS, STAIRS, ELEVATOR AND OTHER MECHANICAL SPACES OR ANY COMMON ELEMENTS OR LIMITED COMMON ELEMENTS. EACH UNIT WILL CONSIST OF THE AREA MEASURED VERTICALLY FROM THE UPPER FACE OF THE SUB FLOOR OF A UNIT TO THE UNDERSIDE OF THE GYPSUM BOARD FORMING THE UNIT CEILING. ANY COMMON ELEMENT LOCATED WITHIN A UNIT SHALL NOT BE CONSIDERED PART OF SUCH UNIT.

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SWORN TO BEFORE ME THIS _____ DAY OF _____

ROMAN SOROKKO, P.E.

NOTARY PUBLIC

TAX LOT CERTIFICATION:
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DATE _____

SIGNATURE _____

DRAWING LEGEND:

- AREA BOUNDARY LINE
- WALL PARTITION
- COOKING RANGE
- WASHER & DRYER
- FLOOR DRAIN
- AREA DRAIN
- ROOF DRAIN & OVERFLOW DRAIN
- HOT WATER HEATER TANK
- REFRIGERATOR
- STACKABLE AC UNITS
- NUMBER OF AC UNITS
- DRYWELL



UNIT 901	TAX LOT 1028	856 SF	LCE = 65 SF
UNIT 902	TAX LOT 1029	628 SF	LCE = 43 SF
UNIT 903	TAX LOT 1030	582 SF	LCE = 80 SF

TAX LOT	UNIT #
1029	902
636 SQ. FT.	

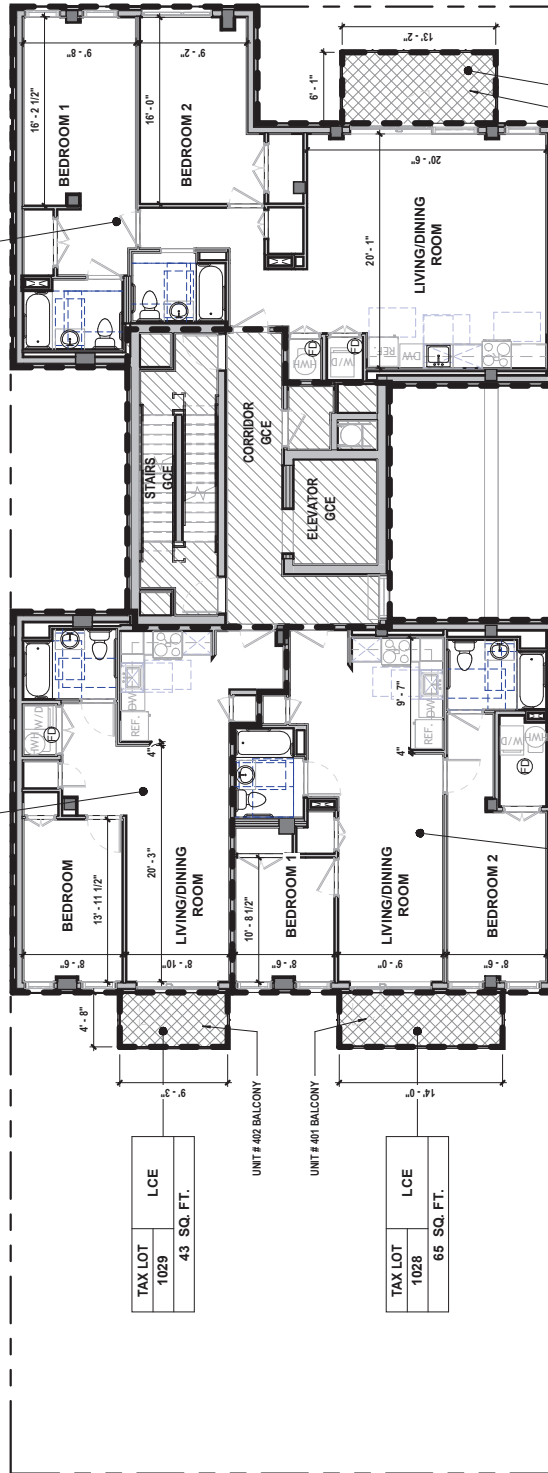
TAX LOT	UNIT #
1030	903
1177 SQ. FT.	

TAX LOT	LCE
1029	43 SQ. FT.

TAX LOT	LCE
1028	65 SQ. FT.

TAX LOT	UNIT #
1028	901
848 SQ. FT.	

TAX LOT	LCE
1030	80 SQ. FT.



1 9TH FLOOR
3/32" = 1'-0"

LEGEND



GENERAL COMMON ELEMENTS (GCE)

LIMITED COMMON ELEMENTS (LCE)

UNIT

DIMENSIONS OF UNITS

THE MEASUREMENT OF EVERY UNIT WILL CONSIST OF AREA MEASURED HORIZONTALLY FROM THE EXTERIOR SURFACE OF THE FRONT OR REAR WALL OF THE BUILDING TO THE MIDPOINT OF THE UNEXPOSED FACE OF DRYWALL OR THE MIDPOINT OF THE FACE OF THE CONCEALED OR EXPOSED MASONRY WORK OF THE INTERIOR WALLS OR THE MIDPOINT OF THE PARTITIONS SEPARATING THE UNIT FROM ANOTHER UNIT, CORRIDORS, STAIRS, ELEVATOR AND OTHER MECHANICAL SPACES OR ANY COMMON ELEMENTS OR LIMITED COMMON ELEMENTS. EACH UNIT WILL CONSIST OF THE AREA MEASURED VERTICALLY FROM THE UPPER FACE OF THE SUB FLOOR OF A UNIT TO THE UNDERSIDE OF THE GYPSUM BOARD FORMING THE UNIT CEILING. ANY COMMON ELEMENT LOCATED WITHIN A UNIT SHALL NOT BE CONSIDERED PART OF SUCH UNIT.

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ADDRESS: 1684 McDONALD AVE., BROOKLYN NY 11230

ARCHITECT'S CERTIFICATION
STATE OF NEW YORK

COUNTY OF KINGS:
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ROMAN SOROKKO, P.E.

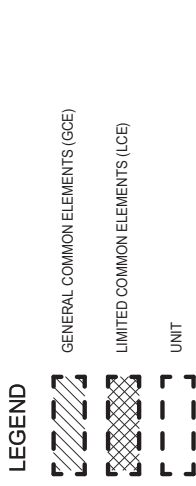
SWORN TO BEFORE ME THIS
DAY OF _____

NOTARY PUBLIC

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DATE _____

SIGNATURE



FORM OF PURCHASE AGREEMENT**2518 OCEAN AVENUE CONDOMINIUM****2518 Ocean Avenue****Brooklyn, NY 11229**

THIS PURCHASE AGREEMENT, (hereinafter called this "Agreement"), made as of the _____ day of _____, 20__, between Sponsor, Purchaser and Escrow Agent, as defined below.

Unit No.:

Common Interest: _____ %

Sponsor: 2518 Ocean Ave Tower LLC
1694 McDonald Avenue
Brooklyn, NY 11230

Sponsor's Attorney Mikhail Litt, Esq.
TSYNGAUZ & ASSOCIATES, P.C.
225 Broadway, Suite 2640
New York, NY 10007
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Purchaser: _____

Soc. Sec. No. _____

Manner in which title to be taken: _____

Purchaser's Attorney _____

Brokers: _____

For good and valuable consideration, receipt of which is hereby acknowledged, Sponsor, Purchaser and Escrow Agent agree as follows:

1. THE PLAN

Sponsor has promulgated a condominium offering plan, (as amended to date hereinafter called the "Plan"), for 2518 Ocean Avenue Condominium, having an address at 2518 Ocean Avenue, Brooklyn, NY 11229, (hereinafter called the "Building"), pursuant to which the Building and the land upon which the Building is situated, (hereinafter called the "Land"), (the Building and the Land are collectively hereinafter called the "Property"), will be submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "Condominium Act").

Purchaser acknowledges having received and read a copy of the Plan and all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, including, without limitation the plans and specifications for the Unit and the Building, the Schedules, the Declaration, By-Laws and Rules and Regulations contained therein, at least three (3) business days prior to Purchaser's signing of this Agreement.

The Plan, including, the plans and specifications for the Unit and the Building, the Schedules, the Declaration, By-Laws and Rules and Regulations contained therein as well as all amendments to the Plan duly filed by Sponsor are incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length.

2. UNIT

Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase the Unit as designated above, together with its undivided interest in the Common Elements appurtenant to the Unit, (the Unit and its undivided interest are collectively hereinafter called the "Unit").

3. PURCHASER'S RIGHT TO RESCIND THIS AGREEMENT

If (i) the actual date of closing of title to the first Residential Unit, or (ii) the projected date of closing of title to the first Residential Unit occurs later than twelve (12) months after the projected date for the first closing, Sponsor will offer Purchaser the right of rescission until midnight of the fifteenth day following receipt of Sponsor's offer to rescind. If the Plan is amended to provide for a later projected date for the first closing, and the first closing occurs more than twelve (12) months beyond that amended, later date, Sponsor will also offer Purchaser the right of rescission until midnight of the fifteenth day following receipt of Sponsor's offer to rescind. Purchaser or Purchaser's attorney must either [i] personally deliver a written notice of rescission to Sponsor's attorney prior to midnight of said fifteenth day, [ii] mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor's attorney, so that mailing is post-marked by post-office prior to midnight of said fifteenth day, or [iii] send the notice of rescission to Sponsor's attorney by an email set forth in the Purchase Agreement, prior to midnight of said fifteenth day.

If the actual or projected date of the commencement of the first year condominium operations is delayed by more than six (6) months from the budget year projected in the Plan, Sponsor will amend the Plan to include a revised budget disclosing amended projections. If such amended projections exceed the original projections by 25% or more, Sponsor will offer Purchaser the right of rescission until midnight of the fifteenth day following receipt of Sponsor's offer to rescind. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to midnight of said fifteenth day.

If there is a material amendment to the Plan that adversely affects Purchaser, Sponsor will offer Purchaser the right of rescission until midnight of the fifteenth day following service of the amendment. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to midnight of said fifteenth day.

If this Agreement is rescinded by Purchaser pursuant to this Section 3, 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 liability under this Agreement and the Plan, except that the Deposit, the Advance and all other monies paid on account of the Purchase Price shall be refunded to Purchaser within ten (10) days after receipt of written notice of rescission.

4. PURCHASE PRICE

4.1 Purchaser shall pay to Sponsor the sum of _____ Dollars (\$ _____), (hereinafter called the "Purchase Price"), payable as follows:

- (a) _____ Dollars (\$ _____) as a downpayment under this Agreement, (hereinafter called the "Deposit"), upon Purchaser's signing and delivering this Agreement, by a check subject to collection;
- (b) _____ Dollars (\$ _____) as an advance for upgrades, extras, special or custom work in the Unit ordered by Purchaser, (hereinafter called the "Advance"), upon Purchaser's signing and delivering this Agreement, by a check, subject to collection, if any;
- (c) _____ Dollars (\$ _____), (hereinafter called the "Balance of the Purchase Price"), at the Closing hereinafter defined, by a certified or bank check.

4.2 All checks shall represent United States currency, be drawn on or issued by a United States Bank or trust company which is a member of the New York Clearing House Association and shall be unendorsed. The Deposit and the Advance, if any, shall be made payable to the direct order of "TSYNGAUZ & ASSOCIATES, P.C., as Escrow Agent". The Balance of the Purchase Price shall be made payable to the direct order of "2518 Ocean Ave Tower LLC" (or such other party as Sponsor directs to Purchaser, in writing, at least one (1) business day prior to the Closing).

5. DEPOSIT TO BE HELD IN ESCROW ACCOUNT

5.1 The law firm of TSYNGAUZ & ASSOCIATES, P.C., having an address at 225 Broadway, Suite 2640, New York, NY 10007 and telephone number (212) 337-9770, shall serve as escrow agent, (hereinafter called “Escrow Agent”), for Sponsor and Purchaser.

5.2 Escrow Agent has established the escrow account at Capital One, N.A., having an address at 6521 18th Avenue, Brooklyn, NY 11204, a bank authorized to do business in the State of New York. The escrow account is entitled “TSYNGAUZ & ASSOCIATES, P.C., Escrow Account, IOLA”, (hereinafter called the “Escrow 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.

5.3 The Escrow Account is a non-interest bearing account established pursuant to Section 497(4)(a) of the Judiciary Law of the State of New York. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

5.4 Escrow Agent has designated Yevgeny Tsyngauz and Mikhail Litt to serve as signatories. All designated signatories are admitted to practice law in the State of New York. Neither Escrow Agent nor any authorized signatories on the account are Sponsor, Selling Agent, Managing Agent (as those terms defined in the Plan), or any principal thereof, or has any beneficial interest in any of the foregoing.

5.5. 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 release of the Deposit and the Advance, if any, from the Escrow Account.

5.6 All Deposits and Advances, if any, received from Purchaser shall be in the form of a check and shall be made payable directly to the order of “TSYNGAUZ & ASSOCIATES, P.C, as Escrow Agent”. Any check payable to, or endorsed other than as required hereby, and which cannot be deposited in the Escrow Account shall be returned to Purchaser promptly, but in no event more than five (5) business days following receipt of such check by the Escrow Agent. In the event of such a return of the Deposit and/or the Advance, if any, the check shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of this Agreement.

5.7 Within five (5) business days after this Agreement has been tendered to Escrow Agent along with the Deposit and the Advance, if any, Escrow Agent shall sign this Agreement and place the Deposit and the Advance, if any, into the Escrow Account. Within ten (10) business days of placing the Deposit and the Advance, if any, in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the deposit and disclosing the account number. The Advance, if any, shall be initially deposited into the Escrow Account, and released in accordance with the terms of this Agreement.

5.8 Escrow Agent is obligated to send notice to Purchasers once the Deposit and Advance, if any, are placed in the Escrow Account. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit and the Advance, if any, Purchaser may cancel this Agreement within ninety (90) days after tender of this Agreement and the Deposit and the Advance, if any, to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the Department of Law of the State of New York Real Estate Finance Bureau, 28 Liberty Street, New York, NY 10005, (hereinafter called the "Department of Law"). Rescission shall not be afforded where proof satisfactory to the Department of Law is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the Department of Law's regulations concerning deposits and requisite notice was timely mailed to Purchaser.

5.9 All Deposits, but not the Advance received in connection with this Agreement, are and shall continue to be Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, as per Section 352-h of the General Business Law of the State of New York. Advances for upgrades cease to be Purchaser's money when the funds are used in commission of the upgraded work.

5.10 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 Sponsor of its obligations pursuant to Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York.

5.11 Escrow Agent shall release the Deposit if so directed:

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

If Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both 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 parties informing them of said release. If Escrow Agent receives a written notice from either party 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 paragraphs (a) through (c) 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 Kings County and shall give written notice to both parties of such a deposit.

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

- (a) if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; or
- (b) 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. Escrow Agent shall make available to the Department of Law, upon request, all books and records of the Escrow Agent relating to the funds deposited and disbursed hereunder.

5.12 Any provision of this Agreement or separate agreement, whether oral or in writing, by which Purchaser purports to waive or indemnify any obligation of Escrow Agent holding any Deposit in trust is absolutely void. The provisions of applicable regulations of the Department of Law and Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in this Agreement, Plan, or any amendment thereto.

5.13 Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

5.14 A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to Sections 352(e)(2-b) and 352(h) of the General Business Law of the State of New York.

5.15 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.

5.16 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in Sections 352-(e)(2-b) and 352-(h) of the General Business Law of the State of New York and applicable regulations of the Department of Law.

5.17 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.

5.18 Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this 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 the obligations set forth in 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.

5.19 Escrow Agent shall maintain all records concerning the Escrow Account for seven (7) years after the release of the Deposit.

5.20 Upon 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 Department of Law of such transfer.

5.21 Sponsor agrees that Sponsor and its agents, including Selling Agent, shall deliver the Deposit and the Advance, if any, received by them to Escrow Agent within two (2) business days of tender of the Deposit and the Advance, if any, by Purchaser.

5.22 Sponsor shall have the right to cancel designation of Escrow Agent to act in said capacity by written notice given by Sponsor to Escrow Agent. The 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 Department of Law. Purchaser shall be deemed to have consent to such cancellation.

5.23 Escrow Agent shall have the right to resign. The resignation of Escrow Agent 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 Department of Law, and notice is given to Purchaser of the identity of the successor escrow agent, the bank in the State of New York where the Deposit is being held, and the account number therefor.

5.24 Upon termination of the duties of Escrow Agent as described in paragraph 5.22 or 5.23 above, Escrow Agent shall deliver the Deposit held by Escrow Agent and any other documents maintained by Escrow Agent relating to the Deposit to the successor escrow agent.

6. CLOSING DATE AND PLACE

6.1 The Closing shall be held at the offices of Sponsor's attorney, as defined above, or such other place in the City and State of New York as Sponsor may designate and:

Strike Inapplicable:

() on such date and hour as Sponsor may designate on not less than thirty (30) days' prior written notice, (hereinafter called the "Initial Closing Notice").

() on _____, at _____

If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorney at the Closing an extra fee as set forth in the Plan. After the Initial Closing Notice, Sponsor may, from time to time, adjourn and reschedule the date

and hour for the Closing on not less than five (5) business days' notice to Purchaser, which new closing notice shall fix a new date, hour and place for the Closing and which date shall not be earlier than the date set forth in the Initial Closing Notice.

Only the Initial Closing Notice shall require thirty (30) day prior written notice. Notwithstanding anything to the contrary, if a firm closing date is set forth in this Agreement, and such date is within thirty (30) days of the execution of this Agreement, Purchaser shall be deemed to have waived thirty (30) day notice requirement. These notice provisions may be modified or waived by an agreement signed by Sponsor and Purchaser.

6.2 The term "Closing" shall mean the date on which the deed to the Unit is delivered to Purchaser upon payment of the Balance of the Purchase Price.

7. CLOSING DOCUMENTS

7.1 At the Closing, Sponsor shall deliver to Purchaser the following:

- (a) bargain and sale deed with covenants against grantor's acts substantially in the form set forth in Part II of the Plan conveying to Purchaser title to the Unit free and clear of all liens, encumbrances and title exceptions other than Permitted Exceptions set forth in Exhibit A to this Agreement. The deed shall be executed and acknowledged by Sponsor and Purchaser in proper statutory form for recording;
- (b) a statement by the Condominium or its managing agent that the common charges and any assessments then due and payable the Condominium have paid to the date of the Closing;
- (c) New York City Real Property Transfer Tax Return (NYC-RPT), prepared, executed and acknowledged by Sponsor in proper statutory form for submission;
- (d) Combined Real Property Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from Payment of Estimated Personal Income Tax (TP-584), prepared and executed by Sponsor in proper statutory form for submission;
- (e) Real Property Transfer Report (RP-5217NYC), prepared and executed by Sponsor in proper statutory form for submission;
- (f) affidavit that a single station smoke detecting alarm device is installed pursuant to Section 378(5) of the Executive Law of the State of New York, prepared, executed and acknowledged by Sponsor in proper statutory form for submission;
- (g) certification that Sponsor is not a foreign person in compliance with Section 1445 of the Internal Revenue Code, as amended, or any successor provision or regulation promulgated thereunder, prepared, executed and acknowledged by Sponsor;
- (h) such affidavits and/or evidence as the title company, (hereinafter called the "Title Company") from which Purchaser has ordered a title insurance report and which is authorized to do business in the State of New York

shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against Sponsor and persons or entities whose names are similar to Sponsor's name;

- (i) all keys to the doors of, and mailbox for, the Unit;
- (j) the assignment by Sponsor to Purchaser of the right to proceed under any existing assignable warranties actually received by Sponsor, its agents, affiliates, employees or contractors, covering appliances, equipment or fixtures installed in the Unit. Neither Sponsor nor its principals, managers, members, agents, designees or affiliates make any representation as to which, if any, of the warranties will continue to remain in force upon the Closing. If any warrantor is unable to perform under its warranty due to inability, unwillingness or any other reason, neither Sponsor nor its principals, managers, members, agents, designees or affiliates shall under any circumstances be considered a successor warrantor. Neither Sponsor nor its principals, managers, members, agents, designees or affiliates shall have any obligations or responsibilities with respect to such warranties, or the work or item warranted, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty. Recourse is only to the warrantor and not to Sponsor, its principals, managers, members, agents, designees or affiliates.

7.2 At the Closing, Purchaser shall deliver to Sponsor the following:

- (a) power of attorney in the form set forth in Part II of the Plan. The power of attorney shall be executed and acknowledged by Purchaser in proper statutory form for recording;
- (b) New York City Real Property Transfer Tax Return (NYC-RPT), executed and acknowledged by Purchaser in proper statutory form for submission;
- (c) Combined Real Property Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from Payment of Estimated Personal Income Tax (TP-584), executed by Purchaser in proper statutory form for submission;
- (d) Real Property Transfer Report (RP-5217NYC), executed by Purchaser in proper statutory form for submission;
- (e) affidavit that a single station smoke detecting alarm device is installed pursuant to Section 378(5) of Executive Law of the State of New York, executed and acknowledged by Purchaser in proper statutory form for submission;
- (f) affidavit in lieu of registration pursuant to the Multiple Dwelling Law of the State of New York, each in proper form for submission, executed and acknowledged by Purchaser in proper statutory form for submission;
- (g) such affidavits and/or evidence as the Title Company shall reasonably require;
- (h) checks in payment of the Balance of the Purchase Price;

- (i) checks in payment of all closing adjustments and closing costs required to be paid by Purchaser as set forth in the Plan or in this Agreement, including, without limitation, checks in payment of all applicable New York City and New York State real property transfer taxes.

7.3 The executed deed, power of attorney and all transfer tax forms shall be delivered to the Title Company for recording in the Office of the City Register, which recording shall be at Purchaser's expense. After being recorded the deed shall be returned to Purchaser and the power of attorney shall be returned to the Condominium.

7.4 Purchaser's payment of the Balance of the Purchase Price and acceptance of the deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to the Closing. However, nothing herein contained shall excuse Sponsor from performing those obligations, if any, expressly stated herein or in the Plan to be performed subsequent to the Closing, and nothing herein shall be in derogation of Purchaser's rights under Article 23-A of the General Business Law of the State of New York, the Plan, and applicable regulations of the Department of Law.

8. STATUS OF TITLE

8.1 At the Closing, Sponsor shall convey to Purchaser, and Purchaser shall accept such fee title to the Unit as the Title Company will approve and insure without additional premium to Purchaser, provided that the only liens and encumbrances affecting title shall be those set forth in the deed and Schedule A, annexed hereto and made a part hereof and those expressly agreed to by Purchaser. Any lien and encumbrance or condition which is not set forth in the deed or Schedule A shall not be an objection to title if:

- (a) the instrument required to remove it of record is delivered at or prior the Closing to the Title Company, together with the attendant recording or filing fee, if any, or
- (b) the Title Company is or would be willing, in a policy issued by it to Purchaser, to 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.

Sponsor shall not be obligated to cause the Title Company to omit any exceptions if the Title Company is willing to insure, without additional premium, Purchaser's title with such exceptions.

8.2 Sponsor shall be entitled to adjourn the Closing to remove or correct any defect in title which is not set forth in the deed or Schedule A. However, if such defect existed at least ten (10) days prior to the Closing, and Purchaser or Purchaser's attorney failed to send Sponsor's attorney written notice of such defect in title at least ten (10) days prior to the Closing, then, for purposes of Section 13 below, Purchaser shall be deemed at fault for not having sent timely notice, and the Closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

8.3 If, subsequent to the Closing, Purchaser claims that Sponsor did not convey title to the Unit in accordance with the Plan, Purchaser must first seek recovery against the Title Company before proceeding against Sponsor. Sponsor and Purchaser agree that Sponsor's liability will be limited to any loss or damage not covered by the Title Company. If Purchaser did not obtain the title insurance at the Closing, for purposes of this subparagraph, the amount and coverage which Purchaser could have obtained from the Title Company shall be deducted from the loss or damage collectable against Sponsor. Nothing contained in this subparagraph shall be construed to waive any of Purchaser's rights or abrogate any of Sponsor's obligations under the Plan or Article 23-A of the General Business Law of the State of New York.

9. CLOSING ADJUSTMENTS

9.1 The following adjustments shall be made as of midnight of the day preceding the Closing with respect to the Unit:

- (a) real estate taxes and assessments, if any, on the basis of the period for which assessed;
- (b) common charges and assessments for the month in which the Closing occurs; and
- (c) if Purchaser is allowed to occupy the Unit prior to the Closing, accrued occupancy fees and any other charges pursuant to an interim lease, if any, covering the Unit.

9.2 In the event that the Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first Unit, Sponsor shall place in escrow in the name of the Board of Managers an amount equal to the real estate taxes attributable to the Unsold Units, which will be levied against them for the six (6) month period following the first closing, or until the Units are separately assessed, whichever is sooner, and will collect at each Unit closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Board of Managers shall pay the real estate taxes from the escrow account when taxes are due and payable, and Sponsor shall be entitled to reimbursement from Unit Owners to the extent of the actual assessment. If the Unit has not been separately assessed for real estate taxes as of the Closing for the then current tax period, the adjustment will be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit. Installments for tax assessments due after delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title.

9.3 Purchaser agrees that, if Sponsor obtains a refund for real property taxes paid, or there is a deficiency in the taxes, Purchaser and Sponsor will apportion the refund/deficiency (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit. The provisions of this Section 9.3 shall survive the Closing.

9.4 Provided Sponsor is ready, willing and able to close title in accordance with this Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing:

- (a) the Closing apportionments described in Section 9.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing, regardless of when the actual Closing occurs, and
- (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day starting from and including the originally scheduled Closing to and including the day before the actual Closing. The interest rate charged will not exceed maximum legal usury limits.

If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing, these provisions shall apply to the rescheduled Closing if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing.

9.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be.

9.6 Any errors or omissions calculating apportionments at the Closing shall be corrected, and any payment shall be made to the proper party promptly after discovery. This provision shall survive the Closing.

10. MORTGAGE TAX CREDIT

In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the Real Property Law of the State of New York, it is specifically understood that such credit shall inure to the benefit of Sponsor. Accordingly, at the Closing, Purchaser obtaining a financing secured by the Unit will be required to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount.

11. CLOSING COSTS

In addition to those costs and adjustments described in Sections 9 and 10 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in "Unit Closing Costs and Adjustments" Section of the Plan. All such closing costs shall be paid by Purchaser at the Closing, by Purchaser's unendorsed personal certified check or by official bank check, in either event drawn on or issued by a United States Bank or trust company which is a member of the New York Clearing House Association. No personal check shall exceed \$500.00.

Purchasers will be required to pay the New York City real property transfer tax and the New York State real property transfer tax to the Department of Finance of the City of New York.

The amount of the New York State real property transfer tax is excluded from the calculation of consideration for the transfer tax purposes.

Accordingly, the consideration for the transfer tax purposes is the purchase price of the Unit plus the New York City transfer tax calculated on the amount of the purchase price.

12. AGREEMENT NOT A LIEN OR ENCUMBRANCE

No lien or encumbrance shall arise against the Building or the Unit 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 agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage heretofore or hereafter made, including, but not limited to, any construction or building loan mortgage, and any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses.

At the time of conveyance of the Unit, each mortgagee will either:

- (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to the Unsold Units;
- (b) subordinate the lien of its mortgage to the Declaration of the Condominium; or
- (c) release its lien on the Unit being conveyed and its interest in the Common Elements.

The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgages are subordinated to the Declaration.

13. DEFAULT BY PURCHASER

13.1 The following shall constitute "Events of Default" hereunder:

- (a) Purchaser's failure to pay the Balance of the Purchase Price, or any closing adjustment or closing costs required to be paid by Purchaser as set forth in the Plan or in this Agreement, or the dishonor of any check given by Purchaser to Sponsor; or
- (b) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations under this Agreement or the Plan; or
- (c) if Purchaser is permitted to become the tenant or occupant of the Unit, Purchaser's failure to pay occupancy fees or to otherwise comply with some other terms of interim lease; or

- (d) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or
- (e) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or
- (f) if a judgment or tax lien is filed against Purchaser, and Purchaser does not pay or bond the judgment or lien; or
- (g) Purchaser's assignment or transfer of this Agreement without the prior written consent of Sponsor; or
- (h) Purchaser's listing the Unit for resale or rental with any broker or advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or rental without Sponsor's prior written consent; or
- (i) Purchaser's refusal to execute and deliver the power of attorney to Sponsor; or
- (j) an Event of Default by Purchaser beyond any applicable grace period under a Purchase Agreement between Purchaser and Sponsor for another Unit in the Building.

13.2 **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance of the Purchase Price and to pay, perform or comply with Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel this Agreement. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the written notice of cancellation to cure the specified default.

If the default is not cured within said thirty (30) days, **TIME BEING OF THE ESSENCE**, then this Agreement will be deemed cancelled, and Sponsor will have the right to retain the Deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages. Upon the cancellation of this Agreement, 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 liability under this Agreement and the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

Sponsor shall not seek the remedy of specific performance in connection with this Agreement.

13.3 Except in connection with the exercise of the Purchaser's right to specific performance, Purchaser hereby waives any right or privilege to place a lis pendens upon the Unit and, accordingly, notwithstanding anything contained herein to the contrary, Purchaser shall be liable for all damages, including, without limitation, treble damages, relating to the Purchaser's failure to comply with the terms of this Section 13.3. This Section 13.3 shall survive the termination of this Agreement.

14. AGREEMENT SUBJECT TO PLAN BEING EFFECTIVE

The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan. The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, the Advance and all other monies paid on account of the Purchase Price shall be returned to Purchaser within five (5) days of the acceptance of the abandonment amendment. Upon such return, 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 liability under this Agreement and the Plan.

15. SPONSOR'S INABILITY TO CONVEY THE UNIT

If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, this Agreement shall be deemed cancelled and the Deposit, the Advance and all other monies paid on account of the Purchase Price shall be returned to Purchaser within five (5) days of Sponsor's notification to Purchaser that it cannot convey title. Upon such return, 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 liability under this Agreement and the Plan.

16. FIXTURES, APPLIANCES AND PERSONAL PROPERTY

Only those fixtures, appliances and items of personal property, which are described in the Plan as being included in the Unit, are included in this sale. No portion of the Purchase Price shall be attributable to such items.

17. CONSTRUCTION OF THE BUILDING AND THE UNIT

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be in accordance with the Plan and the plans and specifications, subject to the right of Sponsor to amend the Plan and the plans and specification in order to substitute materials, equipment or fixtures of equal or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a permanent certificate of occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the plans and specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in "Rights and Obligations of Sponsor" Section of the Plan.

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and plans and specifications as indicated in "Rights and Obligations of Sponsor" Section of the Plan and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The Closing shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Terms of Sale" Section of the Plan. As a result, if all such prerequisites are met, Purchaser shall be obligated to close and complete payment of the entire Balance of the Purchase Price, without credit or set-off and without provision for escrow, notwithstanding any construction items noted on Purchaser's Inspection Statement (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligation under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building or the Unit.

17.4 The actual date for the first closing is not guaranteed or warranted and may be earlier or later depending on the progress of construction and compliance with the other prerequisites recited in "Terms of Sale" Section of the Plan. Purchaser acknowledges that construction of the Building may be delayed by acts of God, inclement weather conditions, restrictions imposed by any governmental agency, labor strikes, material shortages, late delivery of material or equipment, unavailability of trades, and other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the Units in the Building will be completed at varying times over a period that could extend well beyond the first closing. The order in which these Units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise provided in the Plan, Purchaser shall not be excused from paying the entire Balance of the Purchase Price, without credit or set-off and without provision for escrow, and shall have no claim against Sponsor for damages or losses, in the event that the first closing occurs substantially later than the projected date or the time to complete or to close title to the Unit is delayed or is postponed by Sponsor.

18. INSPECTION OF THE UNIT

18.1 Upon receipt of the Initial Closing Notice, Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Unit within seven (7) days prior to the Closing. Purchaser or Purchaser's duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement in the form set forth as Schedule B to this Agreement and deliver same to Sponsor's representative at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within seven (7) days prior to the Closing or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance of the Purchase Price when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" Section of the Plan.

18.2 Any work set forth on the Inspection Statement shall be completed by Sponsor in a reasonable period of time following the Closing and shall not be grounds for delaying the

Closing. Purchaser will be required to provide Sponsor with reasonable access to the Unit subsequent to the Closing in order to complete punch-list work. Sponsor has no obligation under the Plan to deposit any monies in escrow at the Closing as a result of any punch-list items.

19. DAMAGE TO THE UNIT

If between the date of this Agreement and the Closing the Unit is damaged by fire or other casualty, the following shall apply:

19.1 Risk of loss from fire or other casualty remains with Sponsor until legal title to the Unit has been conveyed to Purchaser, unless Purchaser, with the prior written consent of Sponsor, takes possession of the Unit before the closing pursuant to the Interim Lease. In such a case, Purchaser will assume risk of loss not covered by insurance.

Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit (which election shall be in its sole discretion and made within sixty (60) days of the damage to the Unit), this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall complete the repair or restoration within ninety (90) days after the notice. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers of the Condominium and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the Closing.

19.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and the Deposit, the Advance and all other monies paid on account of the Purchase Price, shall be returned to Purchaser within ten (10) days of Sponsor's notification to Purchaser that it does not elect to repair or restore the Unit or Unit Owners' notification that they do not intend to repair or restore the Unit pursuant to the By-Laws, whichever is sooner. Upon such return, 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 liability under this Agreement and the Plan.

20. NO REPRESENTATIONS

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated proportionate real estate taxes on the Unit,

the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented. Purchaser has relied solely on Purchaser's own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan.

Except as otherwise set forth in the Plan, Purchaser agrees that Purchaser shall not be relieved of any Purchaser's obligations hereunder by reason of any immaterial inaccuracy or error.

The provisions of this Section 20 shall survive the Closing.

21. PROHIBITION AGAINST ADVERTISING

Prior to the Closing, Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent, which consent may be unreasonably withheld or delayed. Any listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser prior to the Closing shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

22. BROKER

Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than the broker, if any, named in this Agreement, whose commissions shall be paid by Sponsor. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Broker. Purchaser agrees that, should any claim, arising in connection with the Purchaser's broker's scope of work for the Purchaser, be made against Sponsor for commissions by any broker, other than the Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. Sponsor may collect legal fees only if it prevails. The provisions of this Section 22 shall survive the Closing.

23. AGREEMENT MAY NOT BE ASSIGNED

Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, which consent may be withheld for any reason. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor and be deemed a default of Purchaser. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor.

Sponsor may not withhold permission for the assignment of the Purchase Agreement based upon race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

24. BINDING EFFECT

The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Sponsor until a fully executed counterpart hereof has been sent out to Purchaser or Purchaser's attorney.

Within thirty (30) days after delivery by Purchaser of an executed copy of this Agreement, together with the Deposit and the Advance, if any, Sponsor shall either:

- (a) accept this Agreement and cause to be returned to Purchaser the fully executed counterpart thereof, or
- (b) reject this Agreement offer and refund the Deposit and the Advance, if any, tendered.

If Sponsor takes no action within said thirty (30) day period, this Agreement shall be deemed null and void. Upon refund of the Deposit and the Advance, if any, to Purchaser, 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 liability under this Agreement and the Plan.

Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit but does not constitute a reservation or binding obligation on either the applicant or Sponsor.

Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser.

Notwithstanding anything to the contrary, this Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other grounds proscribed by law.

25. NOTICES

25.1 Any notice, election, demand, request, letter, consent or other communication to Purchaser, hereunder or under the Plan, shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed or via facsimile with a confirmation letter, to Purchaser's attorney at the address given at the beginning of this Agreement.

Any notice, election, demand, request, letter, consent or other communication to Sponsor, hereunder or under the Plan, shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed or via facsimile with a confirmation letter, to Sponsor's attorney at the address given at the beginning of this Agreement.

Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent.

Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is affected, or in the case of mailing, three (3) business days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

25.2 Any notice given by the other party's attorney shall be deemed to be a notice from such party itself. Any notice given to the other party's attorney shall be deemed to be notice to such other party.

25.3 The parties hereunder authorize their attorneys to modify this Agreement on behalf of the parties and such modification shall have the same force and effect as if given by the parties.

26. JOINT PURCHASERS

The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligations shall be joint and several.

27. FORCE MAJEURE

Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

Purchaser's time to perform any obligation or undertaking provided for in this Agreement shall be tolled for the length of the period during which such performance was prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Purchaser. Sponsor cannot limit any rights which Purchaser may have pursuant to Article 23A of the General Business Law, NYCRR regulations, and the Plan, except as determined in a final

decision or order by a court of competent jurisdiction or any governmental agency or by executive order.

28. FURTHER ASSURANCES

Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. AGREEMENT CONTINGENT UPON FINANCING

(a) The obligation of Purchaser to purchase under this Agreement is conditioned upon issuance, on or before forty five (45) days after a fully executed copy of this Agreement is given to Purchaser or Purchaser's attorney in the manner set forth in Section 25 or 29(j), (hereinafter called the "Commitment Date"), of a written commitment from an institutional lender, (hereinafter called the "Institutional Lender"), pursuant to which the Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, in the amount of \$ _____ for a term of at least thirty (30) years (or such lesser sum or shorter term as Purchaser shall be willing to accept) at the prevailing fixed or adjustable rate of interest and on other customary commitment terms, (hereinafter called the "Commitment"). To the extent a Commitment is conditioned on Institutional Lender's approval of an appraisal, the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met.

Under New York law, when a mortgage commitment is not fulfilled through no fault of a purchaser, performance is excused. Sponsor may not condition purchaser's obligations upon obtaining a commitment. Therefore, if the purchaser acts in good faith and the lender revokes the loan commitment after the contingency period expires, performance is excused, and the sponsor must grant to such purchaser the right of rescission and a reasonable period of time to exercise such right. If the financing commitment lapses or expires prior to closing, and the purchaser has made a good faith effort to extend the commitment, sponsor must grant to such purchaser the right of rescission and a reasonable period of time to exercise the right.

(b) Purchaser shall (i) make prompt application to the Institutional Lender, for such mortgage loan within five (5) days after the fully executed copy of this Agreement is given to Purchaser or Purchaser's attorney in the manner set forth in Section 25 or 29(j), (ii) furnish to the Institutional Lender accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with the Institutional Lender. Purchaser shall accept a Commitment meeting the terms set forth in Section 29(a) and shall comply with all requirements of such Commitment (or any other commitment accepted by Purchaser). **IF PURCHASER FAILS TO COMPLY WITH**

THESE OBLIGATIONS AND REQUIREMENTS, PURCHASER SHALL BE DEEMED TO HAVE WAIVED PURCHASER'S RIGHT TO CANCEL THIS AGREEMENT AND TO RECEIVE A REFUND OF THE DEPOSIT BY REASON OF THE CONTINGENCY CONTAINED IN THIS SECTION 29. Purchaser shall furnish Sponsor with a copy of the Commitment promptly after receipt thereof.

(c) If a Commitment was issued but it lapsed or expired prior to the Closing, Purchaser shall make a good faith effort to extend the Commitment and pay all required costs, fees and expenses to extend the Commitment up to the Closing. In no event whatsoever will Sponsor be liable for any costs, fees or expenses relating to the extension of the Commitment, even if the lapse or expiration of the Commitment resulted from a delay in the closing caused by Sponsor. If a Commitment was issued but its terms were not materially and adversely changed prior to the closing, Purchaser shall nevertheless be required to purchase a Unit.

Notwithstanding anything to the contrary stated anywhere in this Agreement, if a Commitment was issued but it lapsed or expired prior to the Closing, and Purchaser has made a good faith effort to extend the Commitment, but the Institutional Lender nevertheless refused or failed to extend the Commitment, Purchaser will have the right of rescission until midnight of the fifteenth day following notice from the Institutional Lender of its failure or refusal to extend the Commitment. Purchaser or Purchaser's attorney must either [i] personally deliver a written notice of rescission to Sponsor's attorney prior to midnight of said fifteenth day, [ii] mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor's attorney, so that mailing is post-marked by post-office prior to midnight of said fifteenth day, or [iii] send the notice of rescission to Sponsor's attorney by an email set forth in the Purchase Agreement, prior to midnight of said fifteenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel this Agreement and to receive a refund of the Deposit by reason of the contingency.

Notwithstanding anything to the contrary stated anywhere in this Agreement, if Purchaser acts in good faith and the Institutional Lender revokes a Commitment after the Commitment Date, Purchaser will have the right of rescission until midnight of the fifteenth day following notice from the Institutional Lender of its revocation of the Commitment. Purchaser or Purchaser's attorney must either [i] personally deliver a written notice of rescission to Sponsor's attorney prior to midnight of said fifteenth day, [ii] mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor's attorney, so that mailing is post-marked by post-office prior to midnight of said fifteenth day, or [iii] send the notice of rescission to Sponsor's attorney by an email set forth in the Purchase Agreement, prior to midnight of said fifteenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel this Agreement and to receive a refund of the Deposit by reason of the contingency.

(d) If the Institutional Lender denies such application in writing prior to the Commitment Date, Purchaser will have the right of rescission until midnight of the fifteenth day following the Commitment Date, provided that Purchaser has complied with all his obligations under this Section 29. Purchaser or Purchaser's attorney must either [i] personally deliver a written notice of rescission to Sponsor's attorney prior to midnight of said fifteenth day, [ii] mail

the notice of rescission by certified or registered mail, return receipt requested, to Sponsor's attorney, so that mailing is post-marked by post-office prior to midnight of said fifteenth day, or [iii] send the notice of rescission to Sponsor's attorney by an email set forth in the Purchase Agreement, prior to midnight of said fifteenth day.

(e) If no Commitment is issued by the Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from the Institutional Lender that does not conform to the terms set forth in Section 29(a), Purchaser will have the right of rescission until midnight of the fifteenth day following the Commitment Date, provided that Purchaser has complied with all his obligations under this Section 29. Purchaser or Purchaser's attorney must either [i] personally deliver a written notice of rescission to Sponsor's attorney prior to midnight of said fifteenth day, [ii] mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor's attorney, so that mailing is post-marked by post-office prior to midnight of said fifteenth day, or [iii] send the notice of rescission to Sponsor's attorney by an email set forth in the Purchase Agreement, prior to midnight of said fifteenth day.

(f) If this Agreement is canceled by Purchaser pursuant to Sections 29(c), (d) or (e), 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 liability under this Agreement and the Plan, except that the Deposit shall be promptly refunded to Purchaser and except as set forth in Section 22.

(g) If Purchaser fails to give timely notice of cancellation pursuant to Sections 29(c), (d) or (e) or if Purchaser accepts a written commitment from the Institutional Lender that does not conform to the terms set forth in Section 29(a), then Purchaser shall be deemed to have waived Purchaser's right to cancel this Agreement and to receive a refund of the Deposit by reason of the contingency contained in this Section 29.

(h) If Sponsor has not received a copy of a Commitment from the Institutional Lender accepted by Purchaser by the Commitment Date, Sponsor may cancel this Agreement by giving notice to Purchaser within five (5) business days after the Commitment Date, which cancellation shall become effective unless Purchaser delivers a copy of such Commitment to Sponsor within five (5) business days after the Commitment Date. After such cancellation, neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this Agreement, except that the Deposit shall be promptly refunded to Purchaser (provided Purchaser has complied with all of his obligations under this Section 29) and except as set forth in Section 22.

(i) The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all notices and deliveries under this Section 29.

(j) For purposes of Sections 29(a) and (b), Purchaser shall be deemed to have been given a fully executed copy of this Agreement, when personal delivery or delivery by overnight courier is affected, or in the case of ordinary or regular mailing, three (3) business days after the date of mailing.

(k) For purposes of this Agreement, the term “Institutional Lender” shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or regulated by the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.

30. COSTS OF ENFORCING AND DEFENDING AGREEMENT

In the event that Sponsor is the prevailing party in an action in which Sponsor is defending its rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Sponsor’s rights or Purchaser’s obligations under this Agreement, Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in such dispute.

In the event that Purchaser is the prevailing party in an action in which Purchaser is defending its rights under this Agreement or, in the event Sponsor defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser’s rights or Sponsor’s obligations under this Agreement, Sponsor shall be obligated to reimburse Purchaser for any legal fees and disbursements incurred by Purchaser in such dispute.

31. 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.

32. STRICT COMPLIANCE

Any failure by either party to insist upon the strict performance by the other of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such party.

33. GOVERNING LAW

The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

34. WAIVER OF JURY TRIAL

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 or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

35. HOUSING MERCHANT IMPLIED WARRANTY.

The Housing Merchant Implied Warranty (Article 36-B of the General Business Law of the State of New York), does not apply to this offering because the Building consists of more than five (5) stories. Thus, Sponsor will not provide the warranty required by that Article.

NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS AND SPONSOR'S OBLIGATIONS UNDER THE PLAN.

The Sponsor's obligation, regardless of any limitations in the warranty or in the Plan, is to construct the Building and the Units in accordance with all applicable laws, codes, plans and specifications, and Sponsor's obligations set forth in the Plan. Any conflict between the disclaimers and the Sponsor's obligation to construct the Building and the Units in accordance with all applicable laws, codes, plans and specifications shall be resolved in favor of the latter.

36. SMOKING POLICY OF THE CONDOMINIUM.

[A] Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke, and [B] use of battery-operated devices that heat a liquid, gel, herb or other substance and produces vapor for people to inhale are not permitted:

- [i] inside of the Units;
- [ii] anywhere in the Limited Common Elements of the Units;
- [iii] anywhere inside of the Building;
- [iv] outdoor Common Elements, including play areas, rooftops, courtyards, patios, porches or yards; and
- [v] outdoors within 15 feet of entrances, exits, windows, and air intake units in the Building.

37. ENTIRE AGREEMENT

This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

In the event of any inconsistency or conflict between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding.

38. 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 terms “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 the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

39. CAPTIONS

The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

40. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding on Sponsor, Escrow Agent and their respective successors and assigns, and upon Purchaser and Purchaser’s permitted successors and assigns.

41. 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 the parties hereto or by an amendment to the Plan.

42. PERFORMANCE

Where this Agreement by its terms requires the payment of money or the performance of a condition on a Saturday, Sunday or public holiday, such payment may be made or condition performed on the next business day succeeding such Saturday, Sunday or such public holiday, with the same force and effect as if made or performed in accordance with the terms of this Agreement.

43. COUNTERPARTS

This Agreement may be executed in any number of counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Agreement. A PDF, facsimile or electronic signature shall be deemed an original.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

Purchaser(s):

Sponsor

2518 Ocean Ave Tower LLC

By: Name:

Title:

Escrow Agent

TSYNGAUZ & ASSOCIATES, P.C.

By: Yevgeny Tsyngauz/Mikhail Litt

Exhibit A - Permitted Exceptions

- (a) Zoning laws and regulations and landmark, historic or wetlands designations which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.
- (b) Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.
- (c) The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium, the Power of Attorney to the Board of Managers of the Condominium and the Floor Plans of the Condominium, all as may be amended from time to time.
- (d) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common Elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.
- (e) Encroachments of stoops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, copings and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.
- (f) Any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that such facts do not render title unmarketable.
- (g) The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing.
- (h) The lien of any unpaid assessments to the extent of installments thereof payable after the closing.
- (i) Liens, encumbrances and title conditions affecting the Common Elements, which do not materially and adversely affect the rights of the Unit Owner to use and enjoy the Common Elements.
- (j) Notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Building or the Common Elements (other than the Unit), which the other Unit Owner or the Board of Managers of the Condominium are obligated to correct.
- (k) Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Owner's title to the Unit.
- (l) Covenants, rights, declarations, easements, restrictions, agreements and consents of record, if any, existing as of the date hereof, provided that they do not interfere with the continued use and maintenance of the Building in its present form.

Exhibit B – Inspection Statement

Date: _____

2518 Ocean Ave Tower LLC
 1694 McDonald Avenue
 Brooklyn, NY 11230

Re: Residential Unit No. _____, (hereinafter called the “Unit”) in
 2518 Ocean Avenue Condominium
 2518 Ocean Avenue, Brooklyn, NY 11229

Ladies and Gentlemen:

1. On the date hereof, the undersigned, _____,
 Purchasers of the Unit, (hereinafter collectively called “Purchaser”), inspected the Unit and have found
 the Unit to be in good condition, except as otherwise noted below:

2. Purchaser acknowledges that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs, plumbing fixtures, electrical trims and mechanical chimes will be installed just prior to the date Purchaser moves into the Unit. Purchaser agrees to sign-off each item requiring adjustment, or repairs, if any, as they are completed.

3. In the event Purchaser performs work in the Unit of any kind affecting any of the areas or items listed above after the closing, Sponsor will be relieved of any and all obligations related to the items listed herein.

 Purchaser

 Purchaser

FORM OF INTERIM LEASE

2518 OCEAN AVENUE CONDOMINIUM

**2518 Ocean Avenue
Brooklyn, NY 11229**

THIS PRE-CLOSING POSSESSION AGREEMENT, (hereinafter called this "Possession Agreement"), made as of the _____ day of _____, 20__, between Sponsor and Purchaser, as defined below.

Unit No.: _____
Common Interest: _____ %

Sponsor: 2518 Ocean Ave Tower LLC
1694 McDonald Avenue
Brooklyn, NY 11230

Purchaser: _____

Date of
Purchase Agreement: _____

Purchaser desires to have possession of the Unit prior to the Closing, and the parties have agreed to same upon the following terms and conditions:

1. **POSSESSION.** Purchaser shall be entitled to possession as of _____.
2. **CONDITION OF PREMISES.** Purchaser accepts in all respect the Unit in the condition that now exists and will promptly close the purchase of the Unit as provided in the above-mentioned Purchase Agreement.
3. **RISK OF LOSS.** Once Purchaser takes possession of the Unit, Purchaser shall assume risk of loss from fire or other casualty not covered by insurance.
4. **OCCUPANCY FEES.** Purchaser shall pay Sponsor the sum of \$_____ per month in advance commencing on the above possession date, through and including the date of the Closing. Any excess prepaid sums shall be refunded at the Closing or upon Purchaser vacating the Unit as provided herein.
5. **UTILITIES.** Purchaser shall be responsible for all utilities as of the date of possession until the Closing or return of possession to Sponsor.
6. **INSURANCE.** Purchaser shall obtain liability insurance coverage and fire insurance to protect Purchaser's personal belongings as of the date of possession.

7. **ALTERATION OF UNIT.** If Purchaser vacates the Unit without completing the purchase of same, Purchaser shall return the Unit in substantially the same condition in which it was delivered to Purchaser by Sponsor. Purchaser shall be liable for any damages or repairs, ordinary wear and tear excepted, caused by Purchaser during this occupancy of the Unit. Purchaser shall not make any repairs, additions, alterations or improvements without the express written consent of Sponsor, which under no circumstances shall result in any cost or charge to Sponsor even if the above-mentioned Purchase Agreement is terminated.

8. **PERSONAL USE.** Purchaser shall not rent or allow use of the Unit except as a residence for the immediate family of Purchaser, and a professional home office only.

9. **DEFAULT.** If at any time Purchaser defaults under the above-mentioned Purchase Agreement or this Interim Lease and fails to cure said default within thirty (30) days after receipt of written notice to cure, Sponsor may give written notice to vacate the Unit within (30) days after receipt of written notice of termination of this Interim Lease. Upon receipt of said termination notice, Purchaser shall vacate the Unit within thirty (30) days after receipt of said termination notice and return possession of the Unit, free of any occupants, to Sponsor. Sponsor will continue to retain all of its other rights under the above-mentioned Purchase Agreement and this Interim Lease.

An uncured default under the Purchase Agreement will be a default under the Interim Lease. An uncured default under this Interim Lease will be a default under the Purchase Agreement. Before Sponsor may utilize the default under this Interim Lease to declare a default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit.

10. **RETURN OF POSSESSION.** If the above-mentioned Purchase Agreement is no longer in effect for any reason, Purchaser shall, within thirty (30) days thereafter, vacate the Unit and return possession of the Unit, free of any occupants, to Sponsor.

For all the purposes of this Interim Lease, even though Purchaser may vacate the Unit, Purchaser shall be deemed to remain in possession until (1) Purchaser delivers the Unit in substantially the same condition as now exists, (2) delivers all keys to Sponsor and (3) removes all property of Purchaser from the Unit.

11. **PENALTIES.**

(a) if Purchaser fails to vacate the Unit and return possession to Sponsor in accordance with this Interim Lease, then Purchaser shall become immediately obligated to pay Sponsor the sum of \$500.00 per day of liquidated damages for each day, or part of each day, that Purchaser continues in possession thereafter.

(b) If legal action becomes necessary for Sponsor to retake possession or recover damages because of Purchaser's breach, Sponsor shall also be entitled to recover reasonable legal fees and disbursements, if Sponsor prevails in a dispute or successfully defends itself.

(c) If Purchaser defaults under the above-mentioned Purchase Agreement or this Interim Lease, Seller shall have the right to retain the Deposit under the above-mentioned Purchase Agreement and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages.

12. NO LANDLORD-TENANT RELATIONSHIP. This Interim Lease is intended only to give Purchaser the right of possession pending the Closing, and is not intended to establish a Landlord-Tenant relationship.

13. NOTICES. Section 25 of the above-mentioned Purchase Agreement is incorporated herein in its entirety.

14. INCORPORATION. This Interim Lease is in all respects subject to the Purchase Agreement and the Plan. Capitalized terms used but not defined in this Interim Lease shall have the meanings given to them in the Purchase Agreement and Plan.

15. SMOKING POLICY OF THE CONDOMINIUM. [A] Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke, and [B] use of battery-operated devices that heat a liquid, gel, herb or other substance and produces vapor for people to inhale are not permitted:

- [i] inside of the Units;
- [ii] anywhere in the Limited Common Elements of the Units;
- [iii] anywhere inside of the Building;
- [iv] outdoor Common Elements, including play areas, rooftops, courtyards, patios, porches or yards; and
- [v] outdoors within 15 feet of entrances, exits, windows, and air intake units in the Building.

IN WITNESS WHEREOF, the parties have duly executed this Interim Lease the day and year first above written.

Purchaser(s):

Sponsor

2518 Ocean Ave Tower LLC

By:

FORM OF POWER OF ATTORNEY

The undersigned, _____, the owner of the Condominium Unit _____, (hereinafter called the "Unit"), in the condominium known as 2518 Ocean Avenue Condominium, having an address at 2518 Ocean Avenue, Brooklyn, NY 11229, (hereinafter called the "Building"), said Unit being known as and by the street number 2518 Ocean Avenue, Unit No. _____, Brooklyn, NY 11229, and designated as Unit No. _____, in that certain declaration dated the _____ day of _____, 20__, made by 2518 Ocean Ave Tower LLC, (hereafter called "Sponsor"), under Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "Condominium Act"), establishing the plan for the condominium ownership of the Building and the land upon which the Building is situated, (hereinafter called the "Land), (the Building and the Land are collectively hereinafter called the "Property"), recorded in the Office of the City Register of the City of New York on the _____ day of _____, 20__ in CRFN _____, (hereinafter called the "Declaration"), and also designated as Tax Lot No. _____ in Block 7324 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 Roman Sorokko, P.E., on the _____ day of _____, 20__, and filed simultaneously with the Declaration in the Office of the City Register of the City of New York in CRFN _____ as Map No. _____, (hereinafter called the "Floor Plans"), do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 2518 Ocean Avenue Condominium, jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire, in their own name, as members of the Board of Managers, or in the name of its designee, corporate or otherwise on behalf of all Owners of Units in the Property, in accordance with their Common Interests, any Unit whose Owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, or in the proceeds of the sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall, in their sole discretion, deem proper, and thereafter to convey, sell, lease, sublease, mortgage or otherwise deal with any such Units so acquired by them (but not to vote the votes appurtenant thereto), on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

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

The undersigned do further hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 2518 Ocean Avenue Condominium, jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common

Interests of the affected Unsold Units resulting therefrom made by Sponsor or Sponsor-designee in accordance with Article 16 of the Declaration or (2) shall be required by (a) an institutional lender to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact. The terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as Sponsor or Sponsor-designee shall cease to own any Units in the Condominium.

This Power of Attorney shall be irrevocable.

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

Purchaser

Purchaser

FORM OF RESIDENTIAL UNIT DEED

THIS INDENTURE made the _____ day of _____, 20__, between 2518 Ocean Ave Tower LLC, having an address at 1694 McDonald Avenue, Brooklyn, NY 11230, (hereinafter called the "Grantor"), and _____, having an address at _____, (hereinafter called the "Grantee"),

W I T N E S S E T H:

That the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit _____, (hereinafter called the "Unit"), in the condominium known as 2518 Ocean Avenue Condominium, having an address at 2518 Ocean Avenue, Brooklyn, NY 11229, (hereinafter called the "Building"), said Unit being known as and by the street number 2518 Ocean Avenue, Unit No. _____, Brooklyn, NY 11229, and designated as Unit No. _____, in that certain declaration dated the _____ day of _____, 20__, made by the Grantor under Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "Condominium Act"), establishing the plan for the condominium ownership of the Building and the land upon which the Building is situated, which land is described in Schedule A annexed hereto and made a part hereof, (hereinafter called the Land), (the Building and the Land are collectively hereinafter called the "Property"), recorded in the Office of the City Register of the City of New York on the _____ day of _____, 20__ in CRFN _____, (hereinafter called the "Declaration"), and also designated as Tax Lot No. _____ in Block 7324 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 Roman Sorokko, P.E., on the _____ day of _____, 20__, and filed simultaneously with the Declaration in the Office of the City Register of the City of New York in CRFN _____ as Map No. _____, (hereinafter called the "Floor Plans").

TOGETHER with an undivided _____% interest in the Common Elements of the Property described in the Declaration, (hereinafter called the "Common Elements");

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

SUBJECT TO easements in favor of adjoining Units and in favor of the Common Elements for the continuance and for the maintenance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the 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 ALSO TO the transferable development rights which the Grantor has retained for itself, its successors and assignees;

SUBJECT ALSO TO the permitted exceptions set forth in Exhibit A annexed hereto and made a part hereof;

TOGETHER with and **SUBJECT TO** covenants, easements, rights of way, consents, restrictions and encumbrances created by the Declaration;

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

EXCEPT as otherwise specifically permitted by the Board of Managers of the Condominium or provided in the Declaration or in the By-Laws, the Unit is intended for residential use only;

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

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

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

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

This conveyance is made in the regular course of business actually conducted by the Grantor herein.

The term "Grantee" shall be read as "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this deed the day and year first above written.

2518 Ocean Ave Tower LLC

By:

Grantee

Grantee

STATE OF NEW YORK)
) ss:
 COUNTY OF)

On the _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which individual acted, executed the instrument.

 Notary Public

STATE OF NEW YORK)
) ss:
 COUNTY OF)

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

 Notary Public

Exhibit A - Permitted Exceptions

- (a) Zoning laws and regulations and landmark, historic or wetlands designations which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.
- (b) Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.
- (c) The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium, the Power of Attorney to the Board of Managers of the Condominium and the Floor Plans of the Condominium, all as may be amended from time to time.
- (d) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common Elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.
- (e) Encroachments of stoops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, copings and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.
- (f) Any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that such facts do not render title unmarketable.
- (g) The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing.
- (h) The lien of any unpaid assessments to the extent of installments thereof payable after the closing.
- (i) Liens, encumbrances and title conditions affecting the Common Elements, which do not materially and adversely affect the rights of the Unit Owner to use and enjoy the Common Elements.
- (j) Notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Building or the Common Elements (other than the Unit), which the other Unit Owner or the Board of Managers of the Condominium are obligated to correct.
- (k) Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Owner's title to the Unit.
- (l) Covenants, rights, declarations, easements, restrictions, agreements and consents of record, if any, existing as of the date hereof, provided that they do not interfere with the continued use and maintenance of the Building in its present form.

FORM OF PARKING UNIT DEED

THIS INDENTURE made the _____ day of _____, 20__, between 2518 Ocean Ave Tower LLC, having an address at 1694 McDonald Avenue, Brooklyn, NY 11230, (hereinafter called the "Grantor"), and _____, having an address at _____, (hereinafter called the "Grantee"),

W I T N E S S E T H:

That the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit _____, (hereinafter called the "Unit"), in the condominium known as 2518 Ocean Avenue Condominium, having an address at 2518 Ocean Avenue, Brooklyn, NY 11229, (hereinafter called the "Building"), said Unit being known as and by the street number 2518 Ocean Avenue, Unit No. _____, Brooklyn, NY 11229, and designated as Unit No. _____, in that certain declaration dated the _____ day of _____, 20__, made by the Grantor under Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "Condominium Act"), establishing the plan for the condominium ownership of the Building and the land upon which the Building is situated, which land is described in Schedule A annexed hereto and made a part hereof, (hereinafter called the Land), (the Building and the Land are collectively hereinafter called the "Property"), recorded in the Office of the City Register of the City of New York on the _____ day of _____, 20__ in CRFN _____, (hereinafter called the "Declaration"), and also designated as Tax Lot No. _____ in Block 7324 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 Roman Sorokko, P.E., on the _____ day of _____, 20__, and filed simultaneously with the Declaration in the Office of the City Register of the City of New York in CRFN _____ as Map No. _____, (hereinafter called the "Floor Plans").

TOGETHER with an undivided _____% interest in the Common Elements of the Property described in the Declaration, (hereinafter called the "Common Elements");

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

SUBJECT TO easements in favor of adjoining Units and in favor of the Common Elements for the continuance and for the maintenance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the 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 ALSO TO the transferable development rights which the Grantor has retained for itself, its successors and assignees;

SUBJECT ALSO TO the permitted exceptions set forth in Exhibit A annexed hereto and made a part hereof;

TOGETHER with and **SUBJECT TO** covenants, easements, rights of way, consents, restrictions and encumbrances created by the Declaration;

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

EXCEPT as otherwise specifically permitted by the Board of Managers of the Condominium or provided in the Declaration or in the By-Laws, the Unit is intended for the storage of passenger motor vehicles of the owners of the Unit, except that, in the event the Unit is not used by its owners, it may be rented by its owners. Any rent of the Unit to persons who are not occupants of the Building shall be for a period of not less than one week and not more than one month;

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

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

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

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

This conveyance is made in the regular course of business actually conducted by the Grantor herein.

The term "Grantee" shall be read as "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this deed the day and year first above written.

2518 Ocean Ave Tower LLC

By:

Grantee

Grantee

STATE OF NEW YORK)
) ss:
 COUNTY OF)

On the _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which individual acted, executed the instrument.

 Notary Public

STATE OF NEW YORK)
) ss:
 COUNTY OF)

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

 Notary Public

Exhibit A - Permitted Exceptions

- (a) Zoning laws and regulations and landmark, historic or wetlands designations which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.
- (b) Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.
- (c) The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium, the Power of Attorney to the Board of Managers of the Condominium and the Floor Plans of the Condominium, all as may be amended from time to time.
- (d) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common Elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.
- (e) Encroachments of stoops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, copings and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.
- (f) Any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that such facts do not render title unmarketable.
- (g) The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing.
- (h) The lien of any unpaid assessments to the extent of installments thereof payable after the closing.
- (i) Liens, encumbrances and title conditions affecting the Common Elements, which do not materially and adversely affect the rights of the Unit Owner to use and enjoy the Common Elements.
- (j) Notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Building or the Common Elements (other than the Unit), which the other Unit Owner or the Board of Managers of the Condominium are obligated to correct.
- (k) Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Owner's title to the Unit.
- (l) Covenants, rights, declarations, easements, restrictions, agreements and consents of record, if any, existing as of the date hereof, provided that they do not interfere with the continued use and maintenance of the Building in its present form.

FORM OF PARKING UNIT PS4 DEED

THIS INDENTURE made the _____ day of _____, 20__, between 2518 Ocean Ave Tower LLC, having an address at 1694 McDonald Avenue, Brooklyn, NY 11230, (hereinafter called the "Grantor"), and _____, having an address at _____, (hereinafter called the "Grantee"),

W I T N E S S E T H:

That the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit PS4, (hereinafter called the "Unit"), in the condominium known as 2518 Ocean Avenue Condominium, having an address at 2518 Ocean Avenue, Brooklyn, NY 11229, (hereinafter called the "Building"), said Unit being known as and by the street number 2518 Ocean Avenue, Unit No. _____, Brooklyn, NY 11229, and designated as Unit No. _____, in that certain declaration dated the _____ day of _____, 20__, made by the Grantor under Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "Condominium Act"), establishing the plan for the condominium ownership of the Building and the land upon which the Building is situated, which land is described in Schedule A annexed hereto and made a part hereof, (hereinafter called the Land), (the Building and the Land are collectively hereinafter called the "Property"), recorded in the Office of the City Register of the City of New York on the _____ day of _____, 20__ in CRFN _____, (hereinafter called the "Declaration"), and also designated as Tax Lot No. _____ in Block 7324 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 Roman Sorokko, P.E., on the _____ day of _____, 20__, and filed simultaneously with the Declaration in the Office of the City Register of the City of New York in CRFN _____ as Map No. _____, (hereinafter called the "Floor Plans").

TOGETHER with an undivided _____% interest in the Common Elements of the Property described in the Declaration, (hereinafter called the "Common Elements");

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

SUBJECT TO easements in favor of adjoining Units and in favor of the Common Elements for the continuance and for the maintenance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the 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 ALSO TO the transferable development rights which the Grantor has retained for itself, its successors and assignees;

SUBJECT ALSO TO the permitted exceptions set forth in Exhibit A annexed hereto and made a part hereof;

TOGETHER with and **SUBJECT TO** covenants, easements, rights of way, consents, restrictions and encumbrances created by the Declaration;

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

EXCEPT as otherwise specifically permitted by the Board of Managers of the Condominium or provided in the Declaration or in the By-Laws, the Unit is intended for the storage of passenger motor vehicles of the owners of the Unit, except that, in the event the Unit is not used by its owners, it may be rented by its owners. Any rent of the Unit to persons who are not occupants of the Building shall be for a period of not less than one week and not more than one month;

In the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said Residential Unit Owner is the owner of a Parking Unit, said Residential Unit Owner has the right to demand that the Owner of the Unit trade the Unit he or she owns with said handicapped Parking Unit Owner.

In the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and said Residential Unit Owner does not own a Parking Unit, said Residential Unit Owner has the right to demand that the Owner of the Unit sell it at then current, fair market value to said handicapped Parking Unit Owner. All costs and expenses entailed in the transfer of title to the Parking Units, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The Owner of the Unit must comply with the aforementioned demand upon thirty (30) day-notice.

If the parties cannot agree on the fair market value of the Unit, then the parties agree to submit the matter to binding arbitration in accordance with Article XIV of the By-Laws of the Condominium. The party seeking arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall be sent by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, any manager, Unit Owner or mortgagee at such address as appears on the books of the Condominium.

Notwithstanding anything to the contrary stated anywhere, in the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and acquires handicapped plates for his or her vehicle, said Residential Unit Owner WILL NOT HAVE the right to demand that the Owner of the Unit trade the Unit with said handicapped Owner, IF the Owner of the Unit or member of his or her family, is handicapped or has already obtained handicapped plates for his or her vehicle.”

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

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

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are

insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

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

This conveyance is made in the regular course of business actually conducted by the Grantor herein.

The term "Grantee" shall be read as "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this deed the day and year first above written.

2518 Ocean Ave Tower LLC

By: _____

Grantee

Grantee

[illegible]

On the _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which individual acted, executed the instrument.

Notary Public

[illegible]

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

Notary Public

Exhibit A - Permitted Exceptions

- (a) Zoning laws and regulations and landmark, historic or wetlands designations which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.
- (b) Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.
- (c) The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium, the Power of Attorney to the Board of Managers of the Condominium and the Floor Plans of the Condominium, all as may be amended from time to time.
- (d) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common Elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.
- (e) Encroachments of stoops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, copings and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.
- (f) Any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that such facts do not render title unmarketable.
- (g) The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing.
- (h) The lien of any unpaid assessments to the extent of installments thereof payable after the closing.
- (i) Liens, encumbrances and title conditions affecting the Common Elements, which do not materially and adversely affect the rights of the Unit Owner to use and enjoy the Common Elements.
- (j) Notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Building or the Common Elements (other than the Unit), which the other Unit Owner or the Board of Managers of the Condominium are obligated to correct.
- (k) Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Owner's title to the Unit.
- (l) Covenants, rights, declarations, easements, restrictions, agreements and consents of record, if any, existing as of the date hereof, provided that they do not interfere with the continued use and maintenance of the Building in its present form.

CONDOMINIUM NO. _____

DECLARATION

**Establishing the Plan for the Condominium Ownership,
Pursuant to Article 9-B of the Real Property Law of the State of New York, of**

**2518 OCEAN AVENUE CONDOMINIUM
2518 Ocean Avenue
Brooklyn, NY 11229**

Declarant:

**2518 Ocean Ave Tower LLC
1694 McDonald Avenue
Brooklyn, NY 11230**

Date of Declaration: _____

Record & return to:

**Yevgeny Tsyngauz, Esq.
TSYNGAUZ & ASSOCIATES, P.C.
225 Broadway, Suite 2640
New York, NY 10007**

The land affected by the within instrument lies

**In Block 7324, f/k/a Lots 31 and 34
n/k/a Lots: _____
on the Tax Map of the Borough of Brooklyn,
County of Kings, City and State of New York**

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DECLARATION
Establishing the Plan for the Condominium Ownership,
Pursuant to Article 9-B of the Real Property Law of the State of New York, of
2518 OCEAN AVENUE CONDOMINIUM

2518 Ocean Ave Tower LLC, having an address at 1694 McDonald Avenue, Brooklyn, NY 11230, (hereinafter called "Sponsor") does hereby declare:

1. SUBMISSION OF PROPERTY. Sponsor hereby submits the land, described on Schedule A annexed hereto and made a part hereof, (hereinafter called the "Land"), together with the as built building and improvements thereon erected, (hereinafter called the "Building"), (the Building and the Land are collectively hereinafter called the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "Condominium Act").

Sponsor owns the Property in fee simple absolute.

2. NAME OF CONDOMINIUM. This condominium shall be known as "2518 Ocean Avenue Condominium", (hereinafter called the "Condominium").

The Board of Managers of the Condominium is hereinafter called the Board of Managers.

3. AREA OF LAND. The Land has an area of approximately 5,911.70 square feet.

4. DESCRIPTION OF BUILDING. The Building consists of nine (9) floors, a cellar, roof, stair bulkhead, and elevator bulkhead. There are thirty (30) residential units, i.e. Units 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404, 501, 502, 503, 504, 601, 602, 603, 604, 701, 702, 703, 704, 801, 802, 803, 901, 902, and 903 (hereinafter called the "Residential Units" or "Residential Unit"), and eight (8) Parking Units, i.e. Units PS1, PS2, PS3, PS4, PS5, PS6, PS7, and PS8 (hereinafter called the "Parking Units" or "Parking Unit") in the Building. The Residential Units and Parking Units are collectively hereinafter called the "Units", or the "Unit", where applicable.

The purchase of Parking Unit PS4 and its subsequent sale, transfer or hypothecation are hereby subject to the following covenant and restriction in the deed:

"In the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said Residential Unit Owner is the owner of a Parking Unit, said Residential Unit Owner has the right to demand that the Owner of Parking Unit PS4 trade the handicapped Parking Unit PS4 he or she owns with said handicapped Parking Unit Owner.

In the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and said Residential Unit Owner does not own a Parking Unit, said Residential Unit Owner has the right

to demand that the Owner of Parking Unit PS4 sell it at then current, fair market value to said handicapped Parking Unit Owner. All costs and expenses entailed in the transfer of title to the Parking Units, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The Owner of Parking Unit PS4 must comply with the aforementioned demand upon thirty (30) day-notice.

If the parties cannot agree on the fair market value of Parking Unit PS4, then the parties agree to submit the matter to binding arbitration in accordance with Article XIV of the By-Laws of the Condominium. The party seeking arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall be sent by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, any manager, Unit Owner or mortgagee at such address as appears on the books of the Condominium.

Notwithstanding anything to the contrary stated anywhere, in the event the present or future Owner of a Residential Unit in the Condominium, or a member of his or her family residing in the Residential Unit, becomes handicapped and acquires handicapped plates for his or her vehicle, said Residential Unit Owner WILL NOT HAVE the right to demand that the Owner of Parking Unit PS4 trade the handicapped Parking Unit PS4 with said handicapped Owner, IF the Owner of Parking Unit PS4 or member of his or her family, is handicapped or has already obtained handicapped plates for his or her vehicle.”

5. UNITS. (a) Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit designation; tax lot number; location; permitted usage; percentage of interest in the Common Elements; number of bedrooms and bathrooms; approximate area of appurtenant Limited Common Elements and approximate area of the Unit.

(b) The location of each Unit is more clearly designated on the floor plans, as hereinafter defined, and reference should be made thereto for the statement of the location of each Unit. As shown on the floor plans of the Building, (hereinafter called the “Floor Plans”), certified by Roman Sorokko, P.E., and intended to be filed in the Office of the City Register of the City of New York simultaneously with the recording of this Declaration, the horizontal physical dimensions of each Residential Unit consist of the area measured from the exterior surface of the front or rear wall of the Building to the midpoint of the unexposed face of drywall or the midpoint of the face of the concealed or exposed masonry work of the interior walls or the midpoint of the partitions separating a Residential Unit from another Residential Unit, corridors, stairs, elevator, or other mechanical spaces or any Common Elements or Limited Common Elements. The vertical physical dimensions of each Residential Unit consist of the area measured from the upper face of the sub floor of a Residential Unit to the underside of the gypsum board forming the Residential Unit ceiling.

The Limited Common Elements are not included in the dimensions.

Each Parking Unit consists of the area within its painted lines as shown on the Floor Plans.

- (c) No Unit may be subdivided.

6. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

A. The Common Elements mean and include all portions of the Property, other than the Units and Limited Common Elements.

Common Elements mean and refer to those common elements shared by all Unit Owners, and include, without limitation, the following, as shown on the Floor Plans:

- (a) The Land on which the Building is located;
- (b) The foundations, columns, girders, beams, supports, chutes, bearing walls, those portions of the exterior walls and insulation beyond the interior exposed face of the exterior wall, those portions of the walls and partitions dividing the Units from corridors, lobbies, stairs, and other mechanical spaces located beyond the unexposed face of the dry walls enclosing the Units, or, where applicable, the subfloor and framing joists including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roof bulkhead; skylights (other than those located in the Unit), if any; roofs, halls, vestibules, corridors, lobbies, stairways, fire escapes, and entrances and exits of the Building;
- (c) The basements, cellars, gardens, utility rooms, mechanical rooms, trash compactor rooms, pump rooms, meter rooms, sprinkler rooms, boiler rooms, hot water heater rooms, mail rooms, package rooms, recreation and storage areas outside the Units;
- (d) The premises for the lodging or use of janitors and other persons employed for the operation of the Property;
- (e) The central and appurtenant installations for services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning;
- (f) The garbage compactors, elevators, escalators, tanks, pumps, motors, fans compressors, water storage tanks, vents, trash chutes, detention tanks, ducts and in general all apparatus and installations existing for common use;
- (g) The sewer pipes and drainage pipes;
- (h) The bicycle storage rooms;
- (i) The exercise room;
- (j) The water meter and electrical meters;
- (k) The condensing units, cooling towers, boiler plants; and
- (l) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

B. The Limited Common Elements mean and refer to those parts of the Building which are restricted for the exclusive use of individual Residential Units, and include the terraces and balconies appurtenant to the Residential Units in the Building as shown on Schedule B annexed hereto and made a part hereof, and on the Floor Plans.

7. USE OF THE BUILDING, THE UNITS, THE COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS. The Building shall be used solely for the purposes for which the Units may be used.

Each Residential Unit may be used as a residence and a professional home office only.

Each Parking Unit shall be used solely for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event the Parking Unit is not used by its Owners, it may be rented by its Owners. Any rent of the Parking Unit to persons who are not occupants of the Building shall be for a period of not less than one week and not more than one month. The Parking Unit which has thus been rented shall be made available to the occupants of the Residential Unit, which own the Parking Unit, within thirty days after the written request therefor.

Notwithstanding the foregoing, Sponsor or Sponsor-designee shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages:

- (a) to maintain general, sales or leasing offices in one or more or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property;
- (b) to have its employees, contractors and sales agents present on the Property;
- (c) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction of the Building or Units and to comply with its obligations.

The Common Elements and the Limited Common Elements may only be used 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. The balconies and terraces may be used for social gatherings and outdoor cooking. The balconies and terraces may not be enclosed. However, the Common Elements and the Limited Common Elements may not be used as a dwelling space.

8. DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS. The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. The aggregate percentage of Common Interest is 100%.

9. ENCROACHMENTS. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

10. EASEMENTS.

A. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit, all Common Elements and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

B. Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants shall have an easement in, on, over and across the Property for:

- (a) construction, installation and development thereon, and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, cables, wires, storm drainage facilities, water, sewer and other utility lines for the benefit of the Property, and
- (b) construction and installation, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables, and
- (c) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

C. Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants:

- (a) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Building and elsewhere on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the condominium offering plan for the Property, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop,

renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and

- (b) reserve the right to establish, grant and create easements for any additional underground electric transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner, or the residents of any property adjacent to the Property, or users of any recreation facilities, if any, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for its intended purpose. Any utility company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right of access is exercised in such a manner as not unreasonably to interfere with the use of the Units, and provided that affected Unit Owners are given at least seven (7) day prior written notice of such access.

All Unit Owners, affected by Sponsor's right to access any Unit, will be given at least seven (7) day prior written notice of such access.

D. Users of any easement granted by subparagraphs B, C and D of this Article 10 shall have the responsibility of repairing any damage resulting therefrom.

11. POWER OF ATTORNEY TO BOARD OF MANAGERS. Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to any Unit whose owner desires to surrender the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired.

12. ACQUISITION OF UNITS BY BOARD OF MANAGERS. In the event any Unit Owner shall surrender his or her Unit, together with: (i) the undivided interest in the Common Elements, general and limited, appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium, (hereinafter called the

“Appurtenant Interests”), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Percentages of Common Interests. The lease covering any Unit leased by the Board of Managers or its designee, corporate or otherwise shall be held by the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, in proportion to their respective Percentages of Common Interests.

13. PERSON TO RECEIVE SERVICE. For the period during which Sponsor is in control of the Board of Managers, 2518 Ocean Ave Tower LLC, having an address at 1694 McDonald Avenue, Brooklyn, NY 11230, is hereby designated to receive notice of process in any action, which may be brought against the Condominium. After Sponsor relinquishes control of the Board of Managers notice of process in any action, which may be brought against the Condominium, shall be served on the President of the Condominium at the office of the Condominium, having an address at 2518 Ocean Avenue, Brooklyn, NY 11229.

14. UNITS SUBJECT TO DECLARATION, BY-LAWS, AND RULES AND REGULATIONS. All present and future Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

15. AMENDMENT TO DECLARATION. This Declaration may be amended, modified, added to or deleted from by the affirmative vote of at least 66 2/3% in number and in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved, in writing by 66 2/3% in number and in Common Interest of all Unit Owners, provided, however:

- (a) no amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which shall increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagees of such Unit, or Units, if any;
- (b) no amendment, modification, addition or deletion of or to the Declaration will be effective in any respect against Sponsor, its designee, or any Unsold Unit until Sponsor or such designee shall consent thereto in writing;

- (c) no amendment of a material adverse nature to mortgagees shall be made unless agreed to by mortgagees that represent at least 51% of the votes of Units that are subject to mortgages.

A mortgagee shall be deemed to have consented to any amendment, which requires the consent of such mortgagee when the mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a "return receipt" requested.

Sponsor hereby reserves to itself and its designees the right to amend the Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of filing the Floor Plans required by Section 339-p of the Real Property Law of the State of New York for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans, the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p. No such amendment shall be effective until recorded in the Office of the City Register of the City of New York.

16. CHANGES IN UNSOLD UNITS. For any Unit owned by Sponsor or Sponsor-designees, if not prohibited by the Condominium Act, Sponsor or Sponsor-designees shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to:

- (a) make alterations, additions, or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon the Unit;
- (b) change the layout or number of rooms in the Unit;
- (c) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and
- (d) reapportion among such Unit(s) affected by such change in size or number, subdivision, combination or alteration, their appurtenant interests in the Common Elements; provided, however, that Sponsor or Sponsor-designees shall comply with all rules, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all Unit Owners affected. Written consents will be obtained from Unit Owners, if any, who are adversely affected as a result of the above changes. Contract vendees, if any, pursuant to

Purchase Agreements with Sponsor or Sponsor-designees for a Unit adversely affected as a result of the above changes, if they have not consented to such changes, will be given the right to rescind their Purchase Agreements and receive a refund of any deposit or downpayment. The above changes, if made, will be disclosed in an amendment to the condominium offering plan for the Property. The provisions of this Article 16 may not be added to, amended or deleted without the prior written consent of Sponsor or Sponsor-designees.

Unit Owners in the Condominium hold title to their respective Units subject to the benefits, rights, privileges, easements, burdens, covenants, and restrictions as described herein, in the By-Laws of the Condominium and any agreement of record recorded prior or subsequent to this Declaration.

17. INVALIDITY.

A. If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under the other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act.

B. Subject to the terms of paragraph A of this Article 17, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of the Declaration or the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

18. TERMINATION OF CONDOMINIUM. The Condominium may be terminated by casualty loss, condemnation or eminent domain in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the Condominium Act, if authorized by an affirmative vote of Unit Owners who own not less than 80% in number and in Common Interest of the Units. Sponsor or Sponsor-designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least 80% in number and in

Common Interests of all other Unit Owners have elected for such withdrawal, in which event Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Percentages of Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such net proceeds all liens on his or her Unit, in the order of priority of such liens.

Notwithstanding anything stated anywhere to the contrary, any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least 51% of the votes of the Unit estates that are subject to mortgages. A mortgagee shall be deemed to have consented to any action, which requires the consent of such mortgagee when the mortgagee fails to submit a response to any written proposal for an action within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a "return receipt" requested.

19. COMMON EXPENSES. Common Expenses of the Condominium mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of the Condominium Act, this Declaration or the By-Laws.

20. DEFINITION OF "SPONSOR-DESIGNEE". The term "Sponsor-designee" as used in this Declaration shall mean any person or entity designated by Sponsor to acquire title to a Unit. A "Sponsor-designee" shall have the right to designate a person or entity to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee".

21. WAIVER. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

22. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision thereof.

23. GENDER. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

24. MORTGAGEE PROTECTION. A Unit Owner or any other party shall have no priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and/or Common Elements.

IN WITNESS WHEREOF, Sponsor has duly executed this Declaration the _____ day
of _____, 20__.

2518 Ocean Ave Tower LLC

By:

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, 20__, before me, the undersigned,
personally appeared _____, personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed same in his capacity, and that by his
signature on the instrument, the individual or the person upon behalf of which individual acted,
executed the instrument.

Notary Public

**SCHEDULE A
TO THE DECLARATION**

2518 OCEAN AVENUE CONDOMINIUM
2518 Ocean Avenue
Brooklyn, NY 11229
Block: 7324, Lots:

Legal Description of Land

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

**SCHEDULE B
TO THE DECLARATION**

2518 Ocean Ave Condominium
2518 Ocean Avenue
Brooklyn, NY 11229
Block: 7324, Lots:

Description of Units

Unit No.	Tax Lot No.	Floor Location	Usage	Bedrooms/Bathrooms			Sq. ft. of Units	Sq. ft. of Limited Common Elements			% of Common Interests
				No. of Bdrs.	No. of Bths.	No. of 1/2 Bths.		Terrace	Balcony	Total	
201		Second	Residential - Condo	1	1	0	679.00	103.00	None	103.00	2.93
202		Second	Residential - Condo	1	1	0	647.00	None	None	0.00	2.79
203		Second	Residential - Condo	1	1	0	597.00	None	None	0.00	2.58
204		Second	Residential - Condo	1	1	0	682.00	97.00	None	97.00	2.94
301		Third	Residential - Condo	2	2	0	856.00	None	65.00	65.00	3.69
302		Third	Residential - Condo	1	1	0	628.00	None	43.00	43.00	2.71
303		Third	Residential - Condo	1	1	0	582.00	None	None	0.00	2.51
304		Third	Residential - Condo	2	2	0	851.00	None	27.00	27.00	3.67
401		Fourth	Residential - Condo	2	2	0	856.00	None	65.00	65.00	3.69
402		Fourth	Residential - Condo	1	1	0	628.00	None	43.00	43.00	2.71
403		Fourth	Residential - Condo	1	1	0	582.00	None	None	0.00	2.51

2518 Ocean Ave Condominium
2518 Ocean Avenue
Brooklyn, NY 11229
Block: 7324, Lots:

Description of Units

Unit No.	Tax Lot No.	Floor Location	Usage	Bedrooms/Bathrooms			Sq. ft. of Units	Sq. ft. of Limited Common Elements			% of Common Interests
				No. of Bdrs.	No. of Bths.	No. of 1/2 Bths.		Terrace	Balcony	Total	
404		Fourth	Residential - Condo	2	2	0	851.00	None	27.00	27.00	3.67
501		Fifth	Residential - Condo	2	2	0	856.00	None	65.00	65.00	3.69
502		Fifth	Residential - Condo	1	1	0	628.00	None	43.00	43.00	2.71
503		Fifth	Residential - Condo	1	1	0	582.00	None	None	0.00	2.51
504		Fifth	Residential - Condo	2	2	0	851.00	None	27.00	27.00	3.67
601		Sixth	Residential - Condo	2	2	0	856.00	None	65.00	65.00	3.69
602		Sixth	Residential - Condo	1	1	0	628.00	None	43.00	43.00	2.71
603		Sixth	Residential - Condo	1	1	0	582.00	None	None	0.00	2.51
604		Sixth	Residential - Condo	2	2	0	851.00	None	27.00	27.00	3.67
701		Seventh	Residential - Condo	2	2	0	856.00	None	65.00	65.00	3.69
702		Seventh	Residential - Condo	1	1	0	628.00	None	43.00	43.00	2.71

2518 Ocean Ave Condominium
2518 Ocean Avenue
Brooklyn, NY 11229
Block: 7324, Lots:

Description of Units

Unit No.	Tax Lot No.	Floor Location	Usage	Bedrooms/Bathrooms			Sq. ft. of Units	Sq. ft. of Limited Common Elements			% of Common Interests
				No. of Bdrs.	No. of Bths.	No. of 1/2 Bths.		Terrace	Balcony	Total	
703		Seventh	Residential - Condo	1	1	0	582.00	None	None	0.00	2.51
704		Seventh	Residential - Condo	2	2	0	851.00	None	27.00	27.00	3.67
801		Eighth	Residential - Condo	2	2	0	848.00	None	65.00	65.00	3.66
802		Eighth	Residential - Condo	1	1	0	638.00	None	43.00	43.00	2.74
803		Eighth	Residential - Condo	2	2	0	1,086.00	348.00	None	348.00	4.69
901		Ninth	Residential - Condo	2	2	0	848.00	None	65.00	65.00	3.66
902		Ninth	Residential - Condo	1	1	0	636.00	None	43.00	43.00	2.74
903		Ninth	Residential - Condo	2	2	0	1,177.00	None	80.00	80.00	5.09
PS1		First	Parking - Outdoor	0	0	0	153.00	None	None	0.00	0.36
PS2		First	Parking - Outdoor	0	0	0	153.00	None	None	0.00	0.36
PS3		First	Parking - Outdoor	0	0	0	153.00	None	None	0.00	0.36

2518 Ocean Ave Condominium
2518 Ocean Avenue
Brooklyn, NY 11229
Block: 7324, Lots:

Description of Units

Unit No.	Tax Lot No.	Floor Location	Usage	Bedrooms/Bathrooms			Sq. ft. of Units	Sq. ft. of Limited Common Elements			% of Common Interests
				No. of Bdrs.	No. of Bths.	No. of 1/2 Bths.		Terrace	Balcony	Total	
PS4*		First	Parking - Outdoor	0	0	0	153.00	None	None	0.00	0.36
PS5		First	Parking - Outdoor	0	0	0	153.00	None	None	0.00	0.46
PS6		First	Parking - Outdoor	0	0	0	153.00	None	None	0.00	0.46
PS7		First	Parking - Outdoor	0	0	0	153.00	None	None	0.00	0.46
PS8		First	Parking - Outdoor	0	0	0	153.00	None	None	0.00	0.46

TOTALS:

23,647.00

1,519.00

100.00

*PS4 is the ADA Parking Unit.

**SCHEDULE C
TO THE DECLARATION**

BY-LAWS OF
2518 OCEAN AVENUE CONDOMINIUM
2518 Ocean Avenue
Brooklyn, NY 11229

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ARTICLE I PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. The land situated in the Borough of Brooklyn, City and State of New York, (hereinafter called the “Land”), together with the building and improvements thereon erected, (hereinafter called the “Building”), (the Building and the Land are collectively hereinafter called the “Property”), has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York, (hereinafter called the “Condominium Act”), by the Declaration recorded in the Office of the City Register of the City of New York, simultaneously herewith. The Condominium thereby shall hereinafter be known as 2518 Ocean Avenue Condominium.

The Residential Units and Parking Units are collectively hereinafter called the “Units”, or the “Unit”, where applicable.

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term “Property” as used herein shall include the Land, the Building and all other improvements thereon (including the Units, the Common Elements and Limited Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Condominium Act.

Section 3. Application. All present and future owners, mortgagees, lessees and occupants of Units, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Rules and Regulations attached hereto as Schedule A and the provisions of the Declaration.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupying a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations attached hereto and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office. The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II BOARD OF MANAGERS

Section 1. Number, Qualification and Term. The affairs of the Condominium shall be governed by a Board of Managers. The number of Managers, which shall constitute the whole Board of Managers, shall be five (5). Until the first meeting of Unit Owners, the Board of Managers will consist of three (3) members designated by Sponsor. Until succeeded by the Managers elected at the first meeting of Unit Owners called for such purpose, Managers need not be Unit Owners.

Thereafter, all Managers, other than representatives of Sponsor, shall be individuals over 18 years of age who is either a Unit Owner or his or her spouse or a domestic partner residing in the Unit, or a partner in a partnership, if the partnership is a Unit Owner, or a principal of a corporation, association, trust or other legal entity that may legally own real property in the State of New York, if such entity is a Unit Owner.

The Managers shall be elected by the Unit Owners at their annual meetings. There shall always be an odd number of Managers.

Managers designated by Sponsor shall serve until the election and qualification of Managers elected at the first meeting of Unit Owners. Managers elected at the first meeting of Unit Owners, and at meetings subsequent thereto, shall serve until the next annual meeting of Unit Owners and until the election and qualification of their respective successors.

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) contracting for necessary services for the operation, care, upkeep and maintenance of the Common Elements;

(b) determining the Common Expenses and Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property;

(c) collecting the Common Charges and expenses of the Condominium from the Unit Owners;

(d) employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements;

(e) adopting and amending the Rules and Regulations covering the details of the operation and use of the Property subject to the right of the Unit Owners to overrule the Board (See Article VI, Section 16);

(f) opening bank accounts on behalf of the Condominium and designating the signatories required therefor;

(g) purchasing or otherwise acquiring, in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered surrendered by their Owners to the Board of Managers;

(h) purchasing Units at foreclosure or other judicial sale in the name of the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners;

(i) acquiring in the name of the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium, as described in the Declaration and these By-Laws;

(j) selling, leasing, mortgaging (but not voting the votes appurtenant thereto), or otherwise dealing with Units acquired by the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners;

(k) 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;

(l) obtaining and reviewing insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof;

(m) making 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;

(n) negotiating and settling all claims and actions relating to the Condominium;

(o) 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

- (a) the consent of a majority of all Unit Owners shall be required for the borrowing of any sum in excess of \$50,000 and
- (b) 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 Unit Owner.

If any sum borrowed by the Board of Managers on behalf of the Condominium, pursuant to the authority contained in this paragraph (o), is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his or her interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit;

(p) levying fines against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property and levying late payment charges against Unit Owners for late payment of their Common Charges;

(q) notwithstanding anything to the contrary contained in these By-Laws, [i] for a period of five (5) years following the closing date of the first Unit, or [ii] so long as Sponsor or any Sponsor-designee, separately, will continue to own Units, the percentage Common Interest

of which, in the aggregate, equals more than 25%, whichever is earlier, the Board of Managers may not, without Sponsor's or Sponsor-designee's prior written consent, as the case may be:

- (a) increase the number, or change the type, of employees provided for in Schedule B;
- (b) make any addition, alteration or improvement to the Common Elements or to any Unit;
- (c) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B of the condominium offering plan for the Property to the extent that the aggregate amount of such fund does not exceed 10% of the budgeted expenses of the Condominium; or
- (d) borrow money on behalf of the Condominium (except where necessary to perform work required by applicable law or regulations, or remedy violations or a mortgagee's work order(s) to the extent that existing reserves are insufficient).

If both Sponsor and Sponsor-designee, individually, continue to own Units, the percentage Common Interest of which, in the aggregate, equals more than 25%, they are both entitled to veto power. Sponsor or Sponsor-designee will not retain veto power for a period greater than five (5) years after the closing of the first Unit.

As long as Sponsor or any Sponsor-designee shall continue to own a Unit, the Board of Managers may not, without the prior written consent of Sponsor or Sponsor-designee:

- (a) amend the Declaration, the By-Laws or the Rules and Regulations attached hereto so as to limit in any way or eliminate rights of Sponsor or Sponsor-designee under the Declaration, the By-Laws or the Rules and Regulations attached hereto; or
- (b) interfere with the offer and sale or leasing of Units or the operation of general, sales or leasing offices at the Property or interfere with actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor or Sponsor-designee.

Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding the provisions of this Section 2(q), Sponsor or Sponsor-designee shall not withhold its consent, or use its veto power:

- (a) to the making of capital repairs or replacements to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulations;
- (b) to remedy any notice of violation;
- (c) to remedy any work order by an insurer; or
- (d) to preserve the safety of the Building or the safety and health of its occupants.

Sponsor or Sponsor-designee may not exercise veto power over expenses in Schedule B.

(r) establishing the reserve fund, which will be used only for capital expenditures. The amount of the reserve fund will be equal to 10% of the projected annual budget of the Condominium, including the reserve amount.

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. The Board of Managers may delegate to the managing agent or manager, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (k), (n), (o) and (p) of Section 2 of this Article II.

Section 4. First Board of Managers. The first Board of Managers shall consist of persons designated by Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first meeting of Unit Owners called for the purpose of electing Managers. 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 of Members of the Board of Managers. At any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers may be removed without cause by the affirmative vote of Unit Owners whose aggregate Common Interest exceeds 50% of the Common Interest of the Condominium, and a successor may then and there or thereafter be elected to fill the vacancy thus created.

At any regular or special meeting of the members of the Board of Managers, any one or more of the members of the Board of Managers may be removed for cause by the affirmative vote of the remaining members of the Board of Managers, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed for cause shall be given an opportunity to be heard at the meeting.

If a member of the Board of Managers ceases to be a Unit Owner, the principal or officer of a Unit Owner or the spouse of a Unit Owner, unless such member is Sponsor or Sponsor-designee, he or she shall be deemed to have resigned, effective as of the date such ownership interest ceased.

If a member of the Board of Managers designated by Sponsor or Sponsor-designee is removed by either the Board of Managers or Unit Owners, then only Sponsor or Sponsor-designee shall have the right to designate a replacement.

Section 6. Vacancies. Vacancies on the Board of Managers caused by any reason, other than the removal of a member thereof by a vote of the Unit Owners, shall be filled by a vote of the majority of the remaining members at a special meeting of the Board of Managers held for that purpose, promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a

member of the Board of Managers until a successor is elected and qualified at the next annual meeting of the Unit Owners. If all members of the Board of Managers die or resign, any Unit Owner may call a special meeting of Unit Owners as provided herein, and Managers for the unexpired term may be elected at such special meeting in the manner provided for their election at the annual meeting. Notwithstanding the foregoing, vacancies of members designated by Sponsor or Sponsor-designee shall be filled only by a person designated by Sponsor or Sponsor-designee.

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 within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Managers, elected at the meeting at which they shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order to legally 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 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, at least five (5) business days prior to the day named for such meeting. The business to be transacted at any regular meeting of the Board of Managers need not be specified in the notice of 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. Notice of special meetings shall be given by mail or personal delivery to each member of the Board of Managers and 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 two (2) 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 constitute a waiver of notice by him of the time and place 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 of Managers present at a meeting at which a quorum is present shall 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, without notice other than the announcement at the meeting, until a quorum shall be present. 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. Any action required or permitted to

be taken by the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the minutes of the proceedings of the Board or the committee.

If there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, the Sponsor's board representative cannot lawfully vote on that issue.

Section 12. Fidelity Bonds. The Board of Managers may obtain fidelity bonds in the amount of \$50,000.00 or more for all officers and employees of the Condominium handling or responsible for Condominium funds and for the managing agent. The premiums on such bonds, if obtained, shall constitute a Common Expense.

Section 13. Compensation. No member of the Board of Managers shall receive any salary or compensation from the Condominium for his or her services as Manager.

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 of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall severally indemnify and hold harmless each of the members of the Board of Managers against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers. A Unit Owner's liability is limited to such proportionate share of the total liability as the Common Interests of such Unit Owner bear to the aggregate Common Interest of all Unit Owners and such Unit Owner's interest in his or her Unit's and its appurtenant Common Interest, unless otherwise provided by law. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is possible that the original Board of Managers may contract with Sponsor and affiliated corporations without fear of being charged with self-dealing, however the Board shall at all times uphold its fiduciary duty to the Unit Owners, notwithstanding anything to the contrary. 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 or her 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, on behalf of the Condominium, shall provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 15. Executive Committee. The Board of Managers may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) members of the Board of Managers, at least one of whom shall be a member designated by Sponsor or Sponsor-designee, so long as Sponsor or Sponsor-designee has the right to designate a member of the Board. Such

Executive Committee shall have and may exercise all the powers of the Board of Managers in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee may not exercise any of the powers set forth in subdivisions (b), (e), (g), (h), (i) and (o) of Section 2 of Article II.

Section 16. Other Committees. The Board of Managers may, by resolution, create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. The members of any such committee, at least one of whom shall be designated by Sponsor or Sponsor-designee, so long as Sponsor or Sponsor-designee has the right to designate a member of the Board, shall be appointed by the President of the Condominium. The members of any such committee need not be a member of the Board of Managers, but must be eligible to be elected to the Board of Managers. Such committee shall not have power to do any act, which the Executive Committee may not do under Section 15 of Article II.

ARTICLE III UNIT OWNERS

Section 1. Annual Meetings.

A. Within thirty (30) days after the closing of title to Units whose aggregate Common Interest equals more than 50%, or one (1) year after the first closing, whichever is sooner, Sponsor shall call a special Unit Owners meeting for the purpose of electing a Board of Managers. At such meeting, the Board of Managers shall resign and a new Board shall 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 meetings, 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.

B. Sponsor or Sponsor-designee will retain voting control of the Board of Managers for one (1) year after the closing of title to the first Unit or whenever the Unsold Units constitute, less than 50% of the Common Interests, whichever is sooner. Sponsor or Sponsor-designee, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to its relinquishing voting control of the Board of Managers Sponsor or Sponsor-designee will not use such vote to elect a particular individual to the Board of Managers, which would, by the election of such individual, give Sponsor or Sponsor-designee voting control of the Board. So long as Sponsor or Sponsor-designee will continue to own Unsold Units Sponsor or Sponsor-designee will have the right to elect one (1) member of the Board of Managers. The Unit Owners may transact such other business at such meetings 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 as defined in Section 9 of this Article III having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice for such meeting.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners, at least ten (10) days but not more than thirty (30) days prior to such 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 the building or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided for in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum shall be present. No such adjourned meeting shall be held earlier than 48 hours from the time the prior meeting was called.

Section 6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) call to order;
- (b) roll call and presentation and examination of proxies;
- (c) presentation of proof of due calling of meeting;
- (d) reading of minutes of previous meeting;
- (e) reports of officers;
- (f) report of Board of Managers;
- (g) reports of committees;
- (h) appointment of inspectors of election (when so required);
- (i) election of members of the Board of Managers (when so required);
- (j) unfinished business;
- (k) new business;
- (l) adjournment.

Section 7. 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 joint tenants, tenants-in-common, tenants by the entirety or in the name of a corporation or partnership, or in the name of a fiduciary or trust, estate, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York. The term "Unit Owner" as used in these By-Laws shall include any person, group of

persons, association or entity taking title as set forth in this Section. The above shall not constitute consent of any activity not permitted under existing certificates of occupancy, zoning requirements or other applicable law or regulation.

Section 8. Voting. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on their behalf, who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing but need not be acknowledged or witnessed and shall be filed with the Secretary at or previous to the time of the meeting and shall be revocable 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 Unit Owners. The Owners of each Unit (including Sponsor or Sponsor-designee, if Sponsor or Sponsor-designee shall then own one or more Units) shall be entitled to cast one vote for each 1% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to a vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (i) shall be entitled to one vote for each 1% of Common Interest attributable to his or her Unit per member to be elected, and (ii) shall not have the right to cumulate his or her votes in favor of any one or more members to be elected. If one or more Units are owned by more than one person as joint tenants, tenants-in-common, tenants by the entirety or in the name of a corporation or partnership or other entity permitted for herein, the persons owning said Unit shall agree among themselves and cast the votes for their Unit. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee, corporate or otherwise shall not be entitled to vote.

Section 9. Majority of Unit Owners. As used in these By-Laws the term “majority of Unit Owners” shall mean those Unit Owners having greater than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. Quorum. Except as otherwise provided for in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 11. 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 or these By-Laws or by law, a higher percentage vote is required.

Section 12. Action Without Meeting. Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-Laws or applicable law, consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the records of the Condominium.

ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, each must be both a member of the Board of Managers and either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner.

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. 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 or her successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to, the power to appoint members of committees created by the Board of Managers from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from

time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. 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 9. Compensation of Officers. No officer shall receive any salary or compensation from the Condominium for his or her services as officer.

Section 10. Liability of Officers. The officers of the Condominium shall have the same rights and liabilities as the members of the Board of Managers under Article II Section 14 of these By-Laws.

ARTICLE V NOTICES

Section 1. Definition. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, any manager, Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them.

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.

Section 3. Service on Mortgagee. The Board of Managers shall give the mortgagee and guarantor of the mortgage on any Unit in the condominium timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the condominium or the Unit securing its mortgage;
- (b) any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;
- (c) a lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and
- (d) any proposed action that requires the consent of a specified percentage of mortgagees.

ARTICLE VI OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges.

The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of 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 Percentages of Common Interests, except as otherwise indicated. The Board of Managers, in apportioning expenses for insurance on the Building may take into consideration higher premium rates on some units than on others. 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 2 of this Article VI and the fees and disbursements of the Insurance Trustee, if any.

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 capital expenditures only, the amount of reserve fund will be equal to 10% of the projected annual budget of the Condominium.

The Common Expenses may also include such amounts as may be required for the purchase by the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, of any Unit, which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Units.

The Board of Managers shall also, where necessary, impose an assessment or additional Common Charge in order to meet any unanticipated Common Expense. 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 such charges are based, to all Unit Owners and to their mortgagees, if so required.

Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the first Unit closing until such Unit is sold to a bona fide purchaser.

Section 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance:

- (a) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including improvements, furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all

service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees as their interests may appear, in an amount to be determined by the Board of Managers but in no event to be less than eighty 80% of the full replacement cost of the Building, including the above noted items, but exclusive of footings and foundations, as approved by a fire insurance company or a qualified insurance broker; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, if any, as herein provided;

- (b) directors and officers liability insurance;
- (c) worker's compensation insurance if the Condominium has employees; and
- (d) 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 any, if more than \$50,000.00), 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, if any.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insured 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 the individual Unit Owners as well as the Condominium shall be primary insureds to the extent as their interests shall also appear. Such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, 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 then current policies if so requested in writing by them.

The Board of Managers shall also be required to obtain and maintain, to the extent 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. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least \$1,000,000.00 covering all claims for bodily injury with respect to any one occurrence.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such

policies shall be so endorsed so as to state that they will in no way conflict with any insurance carried by the Board of Managers.

If, by reason of the occupancy or use of a Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

During the time in which Sponsor is in control of the Board of Managers, the insurance coverage will not be less than that required by the Department of Law.

Section 3. Repair or Reconstruction After Fire or Other Casualty. In the event of a fire or other casualty which damages or destroys less than 75% of the Building containing the Units, the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen and bathroom fixtures and floor coverings initially installed therein by Sponsor, but not including any wall, ceiling or floor decorations or coverings or other improvements, furniture, furnishings, fixtures, appliances or equipment installed in the Units by the 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.

If 75% or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals 75% in the aggregate of the total Common Interest 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 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 3, 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 proportion to their respective Common Interest, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his or her Unit, in the order of the priority of such liens.

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 the Insurance Trustee notified said Board of Managers and Unit Owner or Unit Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary. If there is no Insurance Trustee, then the aforementioned sixty (60) and ninety (90) day periods shall be from the date of notification by an insurance adjuster

retained by the Board of Managers. Wherever the words, “promptly resolve” are used it shall mean not more than sixty (60) days from the date of receipt of said insurance funds.

Section 4. Payment of Common Charges. All Unit Owners shall be obligated to pay the Common Charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his or her Unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid Common Charges, convey his or her 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. 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.

However, any first mortgagee who obtains title to a condominium Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted common charges accrued before acquisition of the title to the Unit by the mortgagee. Any first mortgagee who obtains title to a condominium Unit pursuant to the remedies in the mortgage or through foreclosure will be liable for any fees or costs related to the collection of the unpaid common charges.

Section 5. Collection of Common Charges and Assessments. 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. The Board of Managers shall also take prompt action to collect any assessment due from any Unit Owner, which remains unpaid for more than thirty (30) days from the due date thereof. Common Charges and assessments shall be paid by the fifth day of the month in which they are due or they shall be deemed to be late. The Board of Managers shall have the right to place a lien against a Unit whose Owner fails to pay common charges for the Unit within fifteen (15) days of same becoming due and payable.

Section 6. Default in Payment of Common Charges or Assessments. In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges or any assessment as determined by the Board of Managers, such Unit Owner shall be obligated to pay interest at the highest legal rate on such Common Charges or assessments from the due date thereof, together with all expenses, including late fees charged by the Board of Managers and attorneys' fees incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' 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 of the Real Property Law of the State of New York. A Unit Owner defaulting in the payment of Common Charges or assessments shall not be permitted to vote at any regular or special meeting of Unit Owners.

SPONSOR SHALL CAUSE THE BOARD OF DIRECTORS TO FILE A LIEN AS PROVIDED FOR IN SECTION 339-aa OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK ON UNITS IN WHICH SPONSOR IS MORE THAN THIRTY (30) DAYS IN ARREARS OF COMMON CHARGES WHILE IT IS IN CONTROL OF THE BOARD OF MANAGERS.

Section 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his or her 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 purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to vote the votes appurtenant to). A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Charges and Assessments. The Board of Managers, managing agent or manager shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit Owner.

Section 9. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in these By-Laws:

- (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and
- (c) in any event, to charge the Unit Owner with the cost of reasonable legal and other fees and costs incurred in enjoining, abating or remedying such

violation, which costs and fees shall be deemed a Common Charge against the Unit Owner.

Section 10. Maintenance and Repairs.

A. All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except the painting of the exterior side of Unit entrance door), windows (except the painting and cleaning of the exterior side of windows), electrical (except the Common Elements), plumbing (except the Common Elements) and heating fixtures, air conditioning units and appliances, if any, within the Unit or belonging to the Unit Owner will be at the Unit Owner's expense, except as otherwise specifically provided herein.

B. All maintenance, repairs and replacements to the Common Elements as defined in the Declaration, and the painting, decorating, maintenance and repairs of the exterior side of Unit entrance doors and windows, and the cleaning of the exterior side of windows and the replacements of the windows and Unit entrance doors will be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense will be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed:

- (a) by the Board of Managers as a Common Expense, if such Limited Common Element involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, all necessary waterproofing of the Limited Common Elements except as set forth below, and the repair of any leaks that are not caused by the acts or omissions of the Unit Owner, having direct and exclusive access thereto), or
- (b) the Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving non-structural ordinary maintenance, repairs or replacements, including but not limited to painting, decorating and/or maintenance, waterproofing, repair and/or replacement of decking, tile or railings and/or means of terrace or balcony access constructed or installed by or at the request of the Unit Owner, or as a result of the Unit Owner's negligence, misuse or neglect.

Section 11. Restrictions on Use of the Units, the Common Elements and the Limited Common Elements. 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 Residential Unit may be used as a residence and a professional home office only.

Each Parking Unit shall be used solely for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event the Parking Unit is not used by its Owners, it may be rented by its Owners. Any rent of the Parking Unit to persons who are not occupants

of the Building shall be for a period of not less than one week and not more than one month. The Parking Unit which has thus been rented shall be made available to the occupants of the Residential Unit, which own the Parking Unit, within thirty days after the written request therefor.

Notwithstanding the foregoing, Sponsor or Sponsor-designee shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages:

- (a) to maintain general, sales or leasing offices in one or more or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property;
- (b) to have its employees, contractors and sales agents present on the Property;
- (c) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction of the Building or Units and to comply with its obligations.

B. The Common Elements and the Limited Common Elements may only be used 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. The balconies and terraces may be used for social gatherings and outdoor cooking. The balconies and terraces may not be enclosed. The use of roof terraces as contemplated in the Plan will comply with the requirements set forth in the New York City Department of Building's Buildings Bulletin 2018-002. However, the Common Elements and the Limited Common Elements may not be used as a dwelling space.

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 residents or which interferes with the peaceful possession or proper use of the Property by its residents.

D. 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 having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

E. No portion of a Unit other than the entire Unit, including any Limited Common Elements appurtenant thereto, may be rented.

Section 12. Additions, Alterations or Improvements by the Board of Managers. Subject to the provisions of Section 2 of Article II of these By-Laws, whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements (but not maintenance) 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, 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 Expense. 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.

The Board of Managers shall:

- (i) cause the façade of the Building to be inspected annually by either a registered architect or professional engineer, and keep a log of each inspection and issue a directive to make all required repairs;
- (ii) cause all outdoor drains to be inspected semi-annually by either a licensed plumber or professional engineer, and keep a log of each inspection and issue a directive to make all required repairs in order to ensure that no further damage or deterioration occurs;
- (iii) cause the roof to be inspected semi-annually by either a licensed plumber or professional engineer, and keep a log of each inspection and issue a directive to make all required repairs in order to ensure that no further damage or deterioration occurs.

Section 13. Additions, Alterations or Improvements by Unit Owners. Except as provided below, no Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which is structural or which affects the exterior of the Building or the value of other Units, without the prior written consent thereto of the Board of Managers which consent shall not be unreasonably withheld. Any requests for consent to make additions, alterations or improvement in a Unit which is structural in nature, or affects the exterior of the Building of the value of other Unit, must be made via certified mail with return receipt. The Board of Managers must grant or deny such consent within thirty (30) days of receiving a request for such consent. If such request is neither granted nor denied within forty five (45) days of receipt of the notice, such request shall be deemed granted. In connection with the approval of any addition, alteration or improvement by a Unit Owner as required herein, the Board of Managers may require that such Unit Owner enter into a written agreement, reasonably satisfactory to the Board of Managers, regarding such work. Such agreement may include, but shall not be limited to, provisions for adequate insurance, indemnification of the Condominium and the Board of Managers, submission of all plans and specifications to the Board of Managers, and restrictions on the hours during which the work may be done. 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 however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent to any addition, alteration or improvement to be made by a Unit Owner in accordance with the provisions of this Section 13, such consent shall be deemed to provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-

governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (certificates of which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by such addition, alteration, or improvement, or due to improper design or construction of such addition, alteration, or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and for any services provided in connection with such addition, alteration, or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 13, which require the consent of the Board of Managers in connection with an addition, alteration or improvement in or to a Unit, which is structural or which affects the exterior of the Building or the value of other Units shall not apply to Units owned by Sponsor or Sponsor-designee. Sponsor or Sponsor-designee shall not need such consent. All other provisions of this Section 13 shall apply to all Units. For example, with respect to such addition, alteration or improvement to a Sponsor-owned Unit, such work shall be at the sole cost and expense of Sponsor or Sponsor-designee, and shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances. All work must be done by reputable contractors with adequate liability, property damage and Workers Compensation insurance (certificates of which shall be delivered to the Board of Managers prior to the commencement of construction). Any such additions, alterations or improvements, shall be maintained in their entirety by Sponsor or Sponsor-designee who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by any addition, alteration, or improvement, or due to improper design or construction of the structural addition, alteration, or improvement. Additionally, Sponsor or Sponsor-designee shall reimburse the Board of Managers any reasonable out-of-pocket expenses incurred by the Board of Managers for any services provided in connection with such addition, alteration, or improvement.

Non-structural additions, alterations or improvements to Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers except that the Board of Managers may require that the Unit Owner enter into a written agreement, reasonably satisfactory to the Board of Managers, regarding such work as required for additions, alterations or improvements which require the consent of the Board of Managers, prior to commencing such work.

Section 14. Use of Common Elements and Facilities. A Unit Owner shall not place or cause to be placed in the lobby, public halls, stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them. Sponsor and Sponsor-designee

shall have the right to use the Common Elements, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, for the purposes set forth in Section 11 of this Article VI.

Section 15. Right of Access. A Unit Owner shall grant a right of access to his or her 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 inspections or for the purpose of correcting any condition originating in his or her Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his or her Unit or elsewhere in the Building, or remedying any condition which would violate the provisions of any mortgage encumbering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by these By-Laws, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided for in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI.

Section 16. Rules of Conduct. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. The vote of a majority 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. Initial Rules and Regulations, which shall be effective until amended by the Board of Managers are annexed hereto and made a part hereof as Schedule A. Notwithstanding this provision, for as long as Sponsor or Sponsor-designee remains the Owner of one or more Units, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect Sponsor or Sponsor-designee without Sponsor's prior written consent.

Section 17. Water Charges and Sewer Rents. Water shall be supplied to all of the Units and the Common Elements through one building meter and, the Board of Managers shall pay, as a Common Expense, all charges for water consumed by 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 Purchaser of such Unit or to Purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Unit as of the date of closing of title to such Unit, promptly after such charges shall have been billed.

Section 18. Utilities. Except for telephone, cable and air-conditioning service, gas and electricity in each Unit all utilities shall be paid for by the Condominium as a Common Expense.

Section 19. Vault Charges. All license fees and all periodic taxes and charges for street vaults or other protrusions, if any, beyond the lot line shall be paid by the Board of Managers as a Common Expense.

ARTICLE VII MORTGAGES

Section 1. Notice to the Board of Managers. A Unit Owner who mortgages his or her Unit shall notify the Board of Managers of the name and address of his or her 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 Common Charges. The Board of Managers shall promptly notify any mortgagee of a Unit of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. Notice of Default. The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium, during business days, at reasonable times, upon reasonable notice to the manager, managing agent or Board of Managers.

ARTICLE VIII SALES, LEASES, GIFTS AND MORTGAGES OF UNITS

Section 1. Sales and Leases. Each Unit Owner has the right to sell or lease his or her Unit without any restrictions, unless specifically set forth herein.

Section 2. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his or her Unit without including therein the Appurtenant Interests, it being the intention hereof 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 interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 3. Financing of Purchase of Units by the Board of Managers. Acquisition of Units by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, may be made from the working capital and Common Charges in the possession of the Board of Managers, or, if such funds are insufficient, the Board of Managers may levy an assessment against each Unit Owner, other than the offering Unit Owner, in proportion to his or her ownership in the Common Elements, as a Common Charge, which assessment shall be enforceable in the same manner as provided in Section 6 and 7 of Article VI, or, the Board of Managers, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired or leased by the Board of Managers.

Section 4. Gifts and Devises, etc. Each Unit Owner has the right to convey or transfer his or her Unit by gift or to devise his or her Unit by will, or pass the same by intestacy, without any restrictions, unless specifically set forth herein.

Section 5. 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, corporate or otherwise 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 6. Payment of Common Charges and Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his or her Unit unless and until he or she shall have paid in full to the Board of Managers all unpaid Common Charges and assessments theretofore assessed by the Board of Managers against his or her Unit and until he or she shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 7. Mortgage of Units. Each Unit Owner has the right to mortgage his or her Unit without any restrictions, unless specifically set forth herein.

Prior to or simultaneously with the closing of any mortgage, the Unit Owner must satisfy all arrearages for unpaid Common Charges or assessments and discharge any liens therefor.

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 such award amounts to \$50,000.00 or less, and to the Insurance Trustee, if any, if such award amounts to more than \$50,000.00. If 75% or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such

repair and restoration in appropriate progress payments. In the event that 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 this Section, the words “promptly approve” shall mean not more than sixty (60) days from the date of such taking.

ARTICLE X RECORDS

Section 1. Records and Audits. The Board of Managers or the managing agent or manager shall keep detailed records of the actions of the Board of Managers and the managing agent or manager, 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 a chronological listing of receipts and expenditures, as well 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, it is the obligation of the Board of Managers of the Condominium to give to all Unit Owners annually, the following:

- (a) the financial statement of the Condominium prepared by a certified public accountant or, public accountant within one hundred fifty (150) days after the end of each calendar year for the prior fiscal year;
- (b) prior notice of the annual Unit Owner's meeting;
- (c) a copy of the proposed annual budget, if any, of the Condominium.

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.

Section 5. Insurance Trustee. The Insurance Trustee, if selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of Unit first mortgages). In the event that the Insurance Trustee shall resign, the new Insurance Trustee shall also be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of Unit first mortgages). The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense of the condominium.

Section 6. Definition of "Mortgagee". As used in these By-Laws, the term "mortgagee" or "holder of a first mortgage" shall include the holder of any construction loan mortgage, which shall be a lien on a Unit.

ARTICLE XII AMENDMENTS TO THE BY-LAWS

Section 1. Amendment to By-Laws. 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.

No amendment of a material adverse nature to mortgagees shall be made unless agreed to by mortgagees that represent at least 51% of the votes of Units that are subject to mortgages. A mortgagee shall be deemed to have consented to any amendment, which requires the consent of such mortgagee when the mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a "return receipt" requested.

However, for as long as Sponsor or Sponsor-designee remains the Owner of one or more Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be amended or modified in any way so as to adversely affect Sponsor or Sponsor-designee, in Sponsor's sole discretion, without Sponsor's prior written consent.

ARTICLE XIII CONFLICTS

Section 1. Conflicts. These By-Laws are set forth to comply with the requirements of the Condominium Act. In case any of these By-Laws conflict with the provisions of the Condominium Act or of the Declaration, the provisions of the Condominium Act or of the Declaration, as the case may be, shall control.

ARTICLE XIV ARBITRATION

Section 1. Procedure. Any matter arising out of the Condominium Documents, except for an action to foreclose a lien for unpaid common charges by the Board of Managers or an

action seeking injunctive relief, shall be submitted for resolution by a panel of three (3) arbitrators in a proceeding held in the City of New York, which arbitrators shall be appointed as follows: One arbitrator shall be chosen by the Board of Managers, one arbitrator shall be chosen by the Unit Owner and the third arbitrator shall be chosen by the two aforementioned arbitrators. The decision of the arbitrators so chosen shall be given within thirty (30) days after his or her selection or appointment. The decision shall be enforceable in a court of law of competent jurisdiction.

Section 2. Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the Civil Practice Law and Rules of the State of New York and known as “New York Simplified Procedure for Court Determination of Disputes.”

Section 3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of Sections 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction. Notwithstanding the foregoing, however, any arbitration held pursuant to the terms of the Condominium Documents with respect to a matter that arose prior to the first annual meeting of all Unit Owners held pursuant to the terms of Section 3.1 hereof shall be non-binding.

Section 4. Costs and Expenses. (A) The fees, costs and expenses of the arbitrators shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses. (B) All costs and expenses paid or incurred by the Board of Managers in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses shall constitute Common Expenses.

**SCHEDULE A
RULES AND REGULATIONS
OF
2518 OCEAN AVENUE CONDOMINIUM**

1. Except as set forth above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements or Limited Common Elements, nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Unit therein or adjoining Limited Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. The right, however, is reserved by Sponsor, Sponsor-designee and the Board of Managers, or its agent, to place "For Sale," "For Rent" or "For Lease" or similar signs on any unsold or unoccupied Unit, and such right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. Additionally, Sponsor and Sponsor-designee shall have the right, without any limitation whatsoever and without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building. Sponsor or Sponsor-designee shall be responsible for installing and removing such signs.

2. Except as elsewhere provided, no exterior of any Unit or the windows or doors thereof or any other portions of the Common Elements or the Limited Common Elements shall be painted or decorated by any Owner or in any manner without the prior written consent of the Board of Managers.

3. No furniture, equipment, or other personal articles shall be placed in entrances, hallways, stairways, or other Common Elements.

4. No Unit Owner shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any of the Units in the Building or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners.

5. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness. Nothing shall be hung or shaken from any doors or windows and no Unit Owner shall sweep or throw or permit to be swept or thrown, any dirt or other substances therefrom.

6. No exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used on or about the Building or Common Elements except such as shall have been approved by the Board of Managers, or as required by law.

7. Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

8. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct.

9. No Unit Owner shall engage any employee of the Condominium for any private business of the Unit Owner without the prior written consent of the Board of Managers.

10. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

11. No radio or television aerial shall be attached to or hung from the exterior of the Building without the written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

12. The agents of the Board of Managers, and any contractor or workmen authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

13. The Board of Managers or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If a Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers, or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

14. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid for by the Unit Owner responsible for the presence of such article.

15. No Unit Owner shall interfere in any manner with any portion of the heating, air-conditioning, or lighting apparatus, which are part of the Common Elements and not part of the Unit Owner's Unit.

16. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance for the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Limited Common Elements, which will result in the cancellation of

insurance on the Building, or the contents thereof, or that would be in violation of any law. No Unit Owner or any of his or her family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her Unit or Limited Common Elements any flammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

17. Any damage to the Building or equipment caused by Unit Owners, their guests, tenants, or visitors shall be repaired at the expense of the said Unit Owner.

18. Complaints regarding the management of the Property or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

19. No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

20. Children shall not play in the public halls, cellar space, Building exists, Building entrances, stairways, roof or roof landings.

21. The agents of the Board of Managers or the Managing Agent, and any contractor or workmen authorized by the Board of Managers or the Managing Agent, may enter any room in the Building or Unit at any reasonable hour of the day, on at least three (3) days prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

22. Unit Owners will not clean nor require, permit, suffer or allow any windows to be cleaned from the outside in violation of Section 202 of the Labor Law of the State of New York or the rules of the Board of Standards and Appeals or of any other board or body having or asserting jurisdiction thereof.

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

24. Refuse should not be placed on the sidewalk except on days of collection. Placing refuse on the sidewalk on days other than days of collection may result in a fine or

penalty being levied against the Building. In turn, the Board of Managers will seek compensation for said fine or penalty from the Unit Owner, who caused said fine or penalty.

25. Subject to provisions of the By-Laws, these Rules and Regulations may be added to or repealed at any time by the Board of Managers. Further, any consent or approval given under these Rules and Regulations may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature, or may be amended, modified, added to or repealed at any time by resolution of the Board of Managers.

26. The cellar, terraces and balconies. They may not be legally used for any residential uses including bedroom, dining room, or any other use considered to be a habitable space as defined by the New York City Building Code. Their use as a living or sleeping space may result in a building code violation being issued against the Building and the imposition of fines against the Building. The Unit Owner, who caused the violation, will be obligated to remove it and pay all fines associated with the violation.

27. There are no pets, animals or birds restrictions in the Building.

28. [A] Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke, and [B] use of battery-operated devices that heat a liquid, gel, herb or other substance and produces vapor for people to inhale are not permitted:

- [i] inside of the Units;
- [ii] anywhere in the Limited Common Elements of the Units;
- [iii] anywhere inside of the Building;
- [iv] outdoor Common Elements, including play areas, rooftops, courtyards, patios, porches or yards; and
- [v] outdoors within 15 feet of entrances, exits, windows, and air intake units in the Building.

Section 339-kk of the Real Property Law of the State of New York

§339-kk. Rents

- (a) For the purposes of this section, “non-occupying owner” shall mean a unit owner in a condominium association who does not occupy the dwelling unit.
- (b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.
- (c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty (30) days of the date that such board receives notice that such owner seeks to dispute such claim.
- (d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.
- (e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

TAX ESCROW AGREEMENT

AGREEMENT made this 17th day of February, 2025, by and among 2518 Ocean Ave Tower LLC, (hereinafter called the "Sponsor"), and The Board of Managers of 2518 Ocean Avenue Condominium, (hereinafter called the "Board").

WITNESSETH:

WHEREAS, the Sponsor has filed the offering plan, (hereinafter called the "Plan"), with the Attorney General to offer for sale condominium units, (hereinafter called the "Units" or "Unit"), at the property, located at 2518 Ocean Avenue, Brooklyn, NY 11229, and known as 2518 Ocean Avenue Condominium, (hereinafter called the "Condominium"), subject to the terms and conditions set forth in the Plan; and

WHEREAS, the Board is charged with governing the operation of the Condominium; and

WHEREAS, the Units have not been separately assessed for real estate tax purposes prior to the closing of the first Unit; and

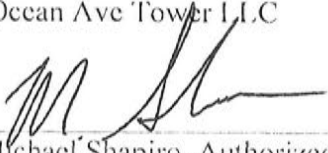
WHEREAS, pursuant to the terms of the Plan, the Sponsor desires to secure its obligation to pay real estate taxes for the Unsold Units.

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

1. On the first closing of a Unit, the Sponsor will deposit in escrow with the Board in a special segregated escrow account to be maintained by the Board in its own name, an amount equal to the real estate taxes attributable to the Unsold Units, which will be levied against the premises for the 6-month period following the first closing, or until the Units are separately assessed, whichever is sooner.
2. The Board is irrevocably authorized to pay such real estate taxes as are assessed against the premises from the escrow account when such taxes are due and payable.
3. Upon each subsequent closing of the Units, the Sponsor may collect the estimated amount of taxes attributable to such Units for the balance of the six (6) month period from Purchasers thereof.
4. If the escrow is kept in an interest-bearing account, the interest earned thereon shall belong to the Sponsor.
5. The escrow account shall be maintained in accordance with the laws, rules, and regulations of the State of New York; specifically including, but not limited to, the General Business Law of the State of New York and, shall be deemed held for the benefit of the Condominium.

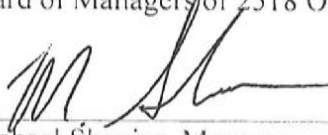
IN WITNESS WHEREOF, the parties set their hands the date above first written.

2518 Ocean Ave Tower I.L.C

A handwritten signature in black ink, appearing to be 'M. Shapiro', written over a horizontal line.

By: Michael Shapiro, Authorized Signatory

The Board of Managers of 2518 Ocean Avenue Condominium

A handwritten signature in black ink, appearing to be 'M. Shapiro', written over a horizontal line.

By: Michael Shapiro, Manager

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS
PURSUANT TO SECTION 20.4 OF THE REGULATIONS ISSUED
PURSUANT TO ARTICLE 23-A OF THE GENERAL BUSINESS LAW, AS AMENDED

Real Estate Finance Bureau
 New York State Department of Law
 28 Liberty Street
 New York, NY 10005

Re: 2518 Ocean Avenue Condominium
 2518 Ocean Avenue
 Brooklyn, NY 11229

Dear Sir/Madam:

We are the sponsor and the principal of sponsor of the condominium offering plan for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law of the State of New York, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted 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 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 violations are subject to the civil and criminal penalties of the General Business Law and Penal Law of the State of New York.

2518 Ocean Ave Tower LLC

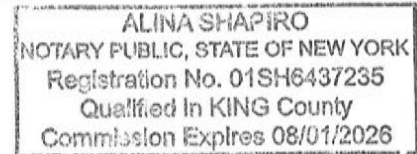


By: Michael Shapiro
Authorized Signatory

Subscribed and sworn to before me this
10th day of December, 2025



Notary Public

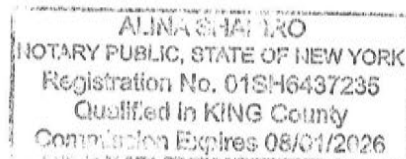



Michael Shapiro

Subscribed and sworn to before me this
10th day of December, 2025



Notary Public

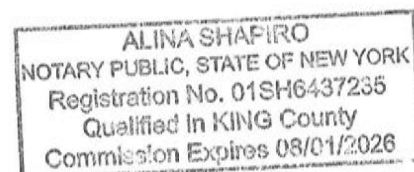



Michael Pesochinsky

Subscribed and sworn to before me this
10th day of December, 2025



Notary Public



VERSATILE ENGINEERING, P. C.
47-30 244TH Street, Douglaston, New York 11362-1106
Tel. (917) 873-0662
e-mail: versatile.pc@gmail.com

CERTIFICATION BY SPONSOR'S ENGINEER
PURSUANT TO SECTION 20.4 OF THE REGULATIONS ISSUED
PURSUANT TO ARTICLE 23-A OF THE GENERAL BUSINESS LAW, AS AMENDED

Real Estate Finance Bureau
 New York State Department of Law
 28 Liberty Street
 New York, NY 10005

Re: 2518 Ocean Avenue Condominium
 2518 Ocean Avenue
 Brooklyn, NY 11229

Dear Sir/Madam:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained me to prepare a report describing the construction of property (hereinafter called the "Report"). I visually inspected the property on December 7, 2025. I prepared the plans and specifications approved by the New York City Department of Buildings on June 5, 2024, and prepared the Report dated December 8, 2025. A copy of the Report is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

I am a professional engineer licensed in the State of New York.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

- (i) sets forth in narrative form the description and 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 prepared;
- (ii) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and 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 prepared;

- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where I:
 - (a) knew the truth;
 - (b) with reasonable effort could have known the truth;
 - (c) made no reasonable effort to ascertain the truth; or
 - (d) did not have knowledge concerning the representation or statement made.

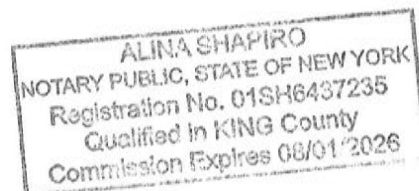
I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law of the State of New York.



Subscribed and sworn to before me this
9th day of December, 2025


 Notary Public





CERTIFICATION BY SPONSOR'S EXPERT ON ADEQUACY OF BUDGET
PURSUANT TO SECTION 20.4 OF THE REGULATIONS ISSUED
PURSUANT TO ARTICLE 23-A OF THE GENERAL BUSINESS LAW, AS AMENDED

Real Estate Finance Bureau
 New York State Department of Law
 28 Liberty Street
 New York, NY 10005

Re: 2518 Ocean Avenue Condominium
 2518 Ocean Avenue
 Brooklyn, NY 11229

Dear Sir/Madam:

The sponsor of the condominium offering plan for the captioned property retained me to review Schedule B, containing projections of income and expenses for the first year of condominium operation, and Schedule B-1, containing projections for individual energy costs for the first year of condominium operation. I am familiar with prices, practices and procedures in the area of this condominium. I am the principal of FIDY Management Inc. FIDY Management Inc. is a management company. FIDY Management Inc. has managed seventeen (17) residential and mixed-use buildings in Brooklyn since its formation in 2015.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1, (hereinafter collectively called the "Schedules").

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. I also have relied on my experience in managing residential buildings.

I certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that the Schedules:

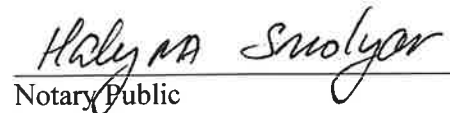
- (i) set forth in detail the projected income and expenses for the first year of condominium operation;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
- (iii) do not omit any material fact;
- (iv) 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 I:
 - (a) knew the truth;
 - (b) with reasonable effort could have known the truth;
 - (c) made no reasonable effort to ascertain the truth; or
 - (d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by the sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law of the State of New York.

Subscribed and sworn to before me this
26th day of February, 2025


 Yana Izmaylov


 Notary Public

HALYNA SMOLYAR
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01SM6240861
 Qualified in Kings County
 My Commission Expires 05-09-2027