CONDOMINIUM OFFERING PLAN

THE 37 WALTON STREET CONDOMINIUM

A PLAN FOR CONDOMINIUM OWNERSHIP OF
PREMISES KNOWN AS
37 WALTON STREET
COUNTY OF KINGS, CITY OF NEW YORK
BROOKLYN, NEW YORK 11206

24 RESIDENTIAL UNITS AND 1 COMMERCIAL UNIT OFFERED FOR SALE
9 PARKING SPACES, 24 STORAGE LOCKERS AND 12 BIKE SPACES OFFERED FOR SALE VIA LICENSE

OFFERING PRICE OF 24 RESIDENTIAL UNITS.....$40,427,000.00
OFFERING PRICE OF 1 COMMERCIAL UNITS.....$10,000,000.00
OFFERING PRICE OF 9 PARKING SPACES FOR SALE VIA LICENSE.....$450,000.00
OFFERING PRICE OF 24 STORAGE LOCKERS FOR SALE VIA LICENSE.....$600,000.00
OFFERING PRICE OF 12 BIKE SPACES FOR SALE VIA LICENSE.....$60,000.00
TOTAL OFFERING PRICE FOR UNITS & LICENSES.....$51,537,000.00

SPONSOR & SELLING AGENT:
33 WALTON HOLDINGS LLC
92 EMERSON PLACE
BROOKLYN, NY 11205

ATTORNEYS FOR SPONSOR:
THE LAW OFFICE OF JAY LICHTMAN, P.C.
99 WEST HAWTHORNE AVENUE, SUITE 520
VALLEY STREAM, NEW YORK 11580
(347) 504-1724

DATE OF ACCEPTANCE FOR FILING: _____

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

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS.

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

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

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

TABLE OF CONTENTS

PART I

A. SPECIAL RISKS....1
B. INTRODUCTION....27
C. DEFINITIONS....36
D. DESCRIPTION OF PROPERTY AND IMPROVEMENTS....41
E. LOCATION AND AREA INFORMATION....50
F. SCHEDULE A: OFFERING PRICES AND RELATED INFORMATION....51
F1. SCHEDULE A-1: LICENSING PRICES AND RELATED INFORMATION....52
G. NOTES TO SCHEDULE A....53
H. SCHEDULE B....57
H1. NOTES TO SCHEDULE B....58
I. SCHEDULE B-1....64
NOTES TO SCHEDULE B-1....65
J. COMPLIANCE WITH REAL PROPERTY LAW § 339 –I....66
J1. COMMERCIAL UNIT....67
K. CHANGES IN PRICES AND UNITS....68
L. INTERIM LEASES TO PURCHASERS....70
M. PROCEDURE TO PURCHASE....71
N. ASSIGNMENT OF PURCHASE AGREEMENT....84
O. EFFECTIVE DATE....85
P. TERMS OF SALE....87
Q. UNIT CLOSING COSTS AND ADJUSTMENTS....93
R. RIGHTS AND OBLIGATIONS OF SPONSOR....98
S. CONTROL BY SPONSOR....111
T. RIGHTS & OBLIGATIONS OF CONDOMINIUM BOARD, SUMMARY OF BYLAWS....114
U. RIGHTS AND OBLIGATIONS OF UNIT OWNERS & CONDOMINIUM BOARD....126
V. REAL ESTATE TAXES....139
W. COUNSEL'S INCOME TAX OPINION....146
X. RESERVE FUND....152
Y. WORKING CAPITAL FUND....153
Z. MANAGEMENT AGREEMENT....154
AA. IDENTITY OF PARTIES....156
AB. REPORTS TO UNIT OWNERS....159
AC. DOCUMENTS ON FILE....160
AD. GENERAL....161
AE. RESERVATION OF AIR AND DEVELOPMENT RIGHTS....163
AF. SPONSOR'S STATEMENT OF BUILDING'S CONDITION....164
AG. ASBESTOS STATEMENT....165

PART II

Document No. 1:	Description of Property and Specifications
Document No. 2:	Form of Purchase Agreement
Document No. 3:	New York State and New York City Tax Forms
Document No. 4:	Form of Unit Owner's Power of Attorney
Document No. 5:	Form of Condominium Unit Deed
Document No. 6:	Declaration of Condominium
Document No. 7:	Condominium By-Laws
Document No. 8:	Form of Escrow Agreement
Document No. 9:	Form of Interim Lease Agreement
Document No. 10:	Form of Ancillary License Agreements
Certifications:	Sponsor and Principals
	Sponsor's Engineer/Architect
	Sponsor's Expert Concerning Adequacy of Budget
	Sponsor's Expert Concerning Commercial Unit Common Charges

A. SPECIAL RISKS

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

SITE CLEANUP PROGRAM

1. Sponsor has retained Brussee Environmental Corp. ("BEC") to prepare a summary of the environmental status of the property located at 37 Walton Street, Brooklyn, New York 11206 (Block 2245, Lots 1 and 5) (the "Site").

Site History

Prior to redevelopment, the Site consisted of two lots (former lot 1 and former lot 5). Former lot 5 was developed with a one-story commercial building utilized as a grocery store and former lot 1 was a vacant one-story warehouse building. Former uses of the two lots includes an iron works operation (1887), smelting and refining (1904), metal door manufacturer (1918, rubbish/junk storage (1918), auto body repair shop (1949), garage and drum storage and cleaning (1947), Charles Pfizer Co. Inc, (1965), warehouse and auto sales (1980s), office furniture supply and electric supply (1990s), plastic bag company (2000s), and grocery store (2000s).

Areas of concerns outlined in the Phase I Screening report included the following:

Former Auto Repair Use: An auto repair use was identified for Lot 5 in the 1940s. Auto repair facilities are involved with the storage and use of hazardous materials, such as petroleum and petroleum-containing products and solvents.

Historic Site Uses: Some of the past uses identified for the Site (former lot 1), including an iron works; smelting and refining company; metal door manufacturer; a steel drum cleaning use; and a chemical company (Pfizer) may have been associated with the use and storage of hazardous materials, including solvents and metals. No violations or hazardous materials in connection with the historical manufacturing operations were identified for the Site in the regulatory database; however, due to the long duration of manufacturing uses at the Site and the likely use of other petroleum products and hazardous substances, it is likely that the historical use of the property for manufacture and industrial uses has resulted in a release of hazardous substances to the subsurface and represents a recognized environmental concern. In addition, a fuel company was identified for former lot 5 in 1985. It could not be determined whether this use was an office use or whether fuel delivery trucks and were stored on-site.

Underground Gasoline Storage Tank: An underground gasoline storage tank was identified for former lot 1 on the 1947 Sanborn map. All underground storage tanks encountered during inspection have been excavated.

The property was assigned an E-designation (E-282) for Hazmat, Noise and Air. Hazmat RAR was submitted to and approved by OER. Site achieved a Track 2 Restricted Residential Cleanup. Because a Track 2 Restricted Residential Remedial Action was achieved, no restrictions

no Engineering Controls or Institutional Controls are required for this project, and a Site Management Plan is not required.

Description of E designation for noise and air quality, requirements and compliance:

Noise Compliance:

Noise E requires residential interior noise level of 45 dBA and installation of an alternate means of ventilation (AMV). An interior Noise Test was performed by Longman Lindsey (an acoustical consultant) within four of the worst case scenario rooms (as determined by rooms with largest area of windows/doors) in June 2024. The test results as noted in the Interior Noise Testing Results Ver2 report dated July 14, 2024 confirm all four measurement locations conform to the required interior level of 45 dBA. The Rooftop Energy Recovery Ventilator (ERV-2) and Rooftop Make up Air Unit (RTU-1) installed on the roof and stair bulkhead, respectively provides AMV by operating continually to provide fresh outdoor air into the building. The rate of outside air (cfm) delivered to each residential unit meets or exceeds the values specified in the 2014 New York City Mechanical Code Table 403.3. The Noise E-designation will remain.

Air Quality Compliance:

(i) Air requires flues/exhausts for gas fired HVAC/hot water equipment to be installed at a minimum height above grade and specific distances from lot lines to avoid any potential significant adverse air quality impact. The stack location requirements were modified according to a study conducted by Joel Soden dated February 11, 2026. Based on the modifications approved by the Department of Housing Preservation and Development (HPD) on February 25, 2026, the updated requirements are: RTU exhaust stack must be located at least 97.3 feet above local NAVD88 grade, no more than 36 feet 1 inch from the lot line facing Marcy Avenue and 24 feet 3 inches from the lot line facing Walton Street. The center of the hot water HWHs exhaust vent(s) must be located at least 103.4 feet above local NAVD88 grade, no more than 27 feet 5 inches from the lot line facing Marcy Avenue and 51 feet 9 inches from the lot line facing Walton Street.

(ii) The flue associated with the Rooftop Make up Air Unit (RTU-1) model RN-025-3-H-DABY-V0-21-000-e exhausts directly from the side of the heater at a height of 97 feet 3 inch above grade (meets requirement). It is 31 feet 5 inches from the lot line facing Marcy Avenue and 24 feet 3 inches from the lot line facing Walton Street (meets requirement).

(iii)(iii) The flues associated with the hot water heater tanks installed in each residential unit all enter the adjacent shafts and terminate on the roof at a height of at least 103 feet 4 inches above grade (meets requirement). They are all at least 27 feet 5 inches from the lot line facing Marcy Avenue (meets requirement) and at least 51 feet 9 inches from the lot line facing Walton Street (meets requirement). The Air E-designation will remain.

Hazardous materials: Because a Track 2 Restricted Residential Remedial Action was achieved, no Engineering Controls or Institutional Controls are required for this project, and a Site Management Plan is not required.

Summary of the work performed at the site / cleanup description:

Excavation to a depth of approximately 9 ft below grade was performed in the area of the building with additional deeper excavation to 14 ft for the elevator pit. To eliminate the need for underpinning of the adjacent building to the north, the top 4 ft of soil/fill along the northern property line was removed to install the mat slab at the same elevation of the adjacent building. Excavation to a depth of 4 ft below grade was performed in the rear courtyard to remove soil/fill above Residential SCOs and to install a drywell. Removed three underground storage tanks (one 2,000-gallon No. 2 fuel oil tank, one 2,000-gallon (previously abandoned in place) on the property boundary, and one 550-gallon No. 2 fuel oil tank) and properly removed petroleum contaminated soil encountered below the 2,000-gallon No. 2 fuel oil tank to the satisfaction of the NYSDEC (Spill No. 1808166 closed on 10/17/2025). All tanks were properly removed and clean end point samples were obtained from soils below the tanks. FDNY tank removal affidavit was obtained. Transported and disposed of 7,983.22 tons of soil/fill material at permitted facilities. Collected and analyzed endpoint soil samples to determine the performance of the remedy with respect to attainment of SCOs. Metals and SVOCs slightly exceeded Unrestricted Use SCOs, but all results were below Restricted Residential Use SCOs. A Track 2 Restricted Residential Cleanup was achieved for the Site. As part of the construction, a composite cover system was installed consisting of the building's concrete slab, and rear courtyard's concrete slab, and installed a 20-mil vapor barrier behind all exterior foundation walls to grade, building slab and below/around the elevator pit.

There are no restrictions other than, as with all city projects, the prohibition from groundwater use.

The remediation is completed, and the site has achieved a Track 2 Restricted Residential Cleanup as per Hazmat Remedial Action Report approved by OER.

NYC OER EPIC website link for the property is available at: NYC OER / EPIC https://a002-epic.nyc.gov/app/workspace/3263/docrepository.

Soil/fill results collected as part of Remedial Investigation before Remedial Action showed the following:

(1) No pesticides concentrations.
(2) Trace concentrations of several VOCs were detected; however, only acetone (71 µg/kg) was detected above Unrestricted Use SCOs;
(3) Trace concentrations of several VOCs were detected; however, only acetone (71 µg/kg) was detected above Unrestricted Use SCOs;
(4) One PCB, PCB-1260 was detected above the Unrestricted Use SCO (420 µg/kg) in one shallow soil sample;
(5) Several metals including arsenic (14.9 mg/kg), barium (max. of 537 mg/kg), copper (max of 169 mg/kg), lead (max. of 1,040 mg/kg), mercury

(max. of 9.04 mg/kg), and zinc (max. of 831 mg/kg) were detected at concentrations exceeding Unrestricted Use SCOs. Barium, lead and mercury exceeded Restricted Residential Use SCOs in three shallow samples; and

Overall, the soil results were consistent with data identified at sites with urban fill material in NYC.

Soil vapor samples collected during the RI before Remedial Action showed the following:

(1) Moderate levels of petroleum related VOCs and chlorinated VOCs. The total concentration of petroleum-related VOCs (BTEX) ranged from 16.72 µg/m3 to 252.08 µg/m3. Highest concentrations were detected for chloroform at 1,480 µg/m3;
(2) Trichloroethylene (TCE) was detected in four of the five soil gas samples at a concentration ranging from 0.95 µg/m3 to 173 µg/m3; carbon tetrachloride was detected in all five samples with a maximum concentration of 10.2 µg/m3; tetrachloroethylene (PCE) was detected in all five samples with a concentration ranging from 2 µg/m3 to 426 µg/m3; and 1,1,1-trichloroethane (TCA) was detected in all five soil gas samples with a maximum concentration of 238 µg/m3; and
(3) Concentrations of the chlorinated VOCs (PCE, TCE, TCA, and Carbon Tetrachloride) were above the monitoring and mitigation level ranges established within the NYSDOH soil vapor guidance matrix.
(4) A Track 2 Restricted Residential Remedial Action was achieved. Therefore, no Engineering Controls or Institutional Controls are required for this project, and a Site Management Plan is not required. OER will remove the E-designation for Hazardous Materials. A vapor barrier and composite cover system were installed as part of building construction and do not require inspections and/or certification reports
(5) Remediation was completed in 2025, and a Notice of Satisfaction is projected to be received by August 2026. there will be any ongoing obligation for the condominium to have the property monitored and/or inspected after remediation. See Part II "Description of Property."

Initial Purchaser Disclosure.

2. The property, 37 Walton Street A/K/A 427 Marcy Avenue, Brooklyn, NY was subject to a prior offering plan submitted, January 4, 2021, under CD21-0004, as The 427 Marcy Avenue Condominium (the "Prior Plan"). The Prior Plan was submitted by 425 Marcy Avenue LLC, and its sole member Ezra Unger (the "Prior Owner"). The Prior Plan was not accepted for filing by the Department of Law and was ultimately withdrawn by the Prior Owner on February 3, 2026 The Prior Owner does not have any ownership interest in Sponsor, the building, or the Condominium.

In or around 2022, the Department of Law commenced an investigation into the Prior Owner for offering certain purchasers (the "Initial Purchasers") the right to acquire an interest in the Property, together with an option to purchase a Unit (the "Initial Purchaser Rights"), prior to the Prior Plan being accepted for filing. The Department of Law also investigated whether the Prior Owner took down payment from the Initial Purchasers without holding such funds in escrow as required by law. The Department of Law found that the Prior Owner marketed and entered into

contracts for Units in the building, and received downpayments prior to an offering plan being accepted for filing, in violation of New York General Business Law Section 352-e, et. seq. The Department of Law also found that the Prior Owner did not place any of the downpayment received from Initial Purchasers in the segregated escrow accounts required under New York General Business Law Sections 352-e(2-b) and 352-(h).

To conclude the Department of Law's investigation, the Prior Owner entered into an Assurance of Discontinuance (the "AOD"). AOD # 26-045. Under the AOD, the Prior Owner made the following offer of restitution to each of the Initial Purchasers under separate cover involving the following Units (101, 201, 202, 203, 204, 301,302, 303, 303, 304, 401, 402, 403, 404, 501, 503, 504, 601, 602, and 603). Initial Purchasers will be able to choose one of the four options below only and are advised that Sponsor under this Plan has agreed to fund such offer of restitution on behalf of Prior Owner. Each Initial Purchaser will have 60 days to elect one of the four settlement options which are summarized below:

A. **Option A – Credit to Purchase:** An Initial Purchaser could elect to have the amount of his/her/their down payment plus interest thereon calculated as if the funds had been held in escrow as required by law (the "Purchaser Credit"), applied as a credit towards the purchase price ("New Purchase Price") of the to-be-built residential unit that was the subject of his/her/their original contract of sale (the "Original Purchase Agreement"), pursuant to a new purchase agreement (the "New Purchase Agreement") to be entered into after the Offering Plan is accepted for filing by the Department of Law; or
B. **Option B – Credit to Purchase with Confession of Judgment:** An Initial Purchaser could elect to have the Purchaser Credit applied as a credit towards the New Purchase Price of the to-be-built residential unit that was the subject of his/her/their Original Purchase Agreement, pursuant to the New Purchase Agreement to be entered into after the Offering Plan is accepted for filing, and may also elect to cause Prior Owner to provide a Confession of Judgment for the difference between the purchase price in the New Purchase Agreement, minus the Purchaser Credit, and the purchase price in the Original Purchase Agreement; or
C. **Option C – Rescission and Refund:** An Initial Purchaser could elect to have the Purchaser Credit returned to him/her/them and not purchase a Unit under the Offering Plan; or
D. **Option D – Rescission and Refund with Confession of Judgment:** An Initial Purchaser could elect to have the Purchaser Credit returned to him/her/them and may also elect to cause Prior Owner to provide a Confession of Judgment for the difference between the purchase price in the New Purchase Agreement, minus the Purchaser Credit, and the purchase price in the Original Purchase Agreement.

Accordingly, some of the Units included in this Offering Plan are not available for offer to the public unless the Initial Purchasers choose not to exercise their right to acquire a Unit pursuant to the AOD. The Units that are not being offered for sale under the Offering Plan are set forth on Schedule A as "I" in the column entitled "Initial Purchaser Units". The Offering Plan will be promptly amended to disclose any changes to the number of Units that will be offered to the public once Initial Purchasers exercise their options set forth above.

Sponsor's Right to Rent Unsold Units

3. The Sponsor will endeavor in good faith to sell all the Units. The Sponsor is reserving the unconditional right to rent Units rather than sell Units after consummation of the Offering Plan.

Accordingly, there is no commitment by Sponsor to sell more than 15% of the residential Units or four (4) residential Units, which is necessary to declare the plan effective and owner-occupants may never gain effective control and management of the condominium. Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, Sponsor must re-declare the plan effective in order to consummate the offering plan in accordance with 13 N.Y.C.R.R. § 20.1(c)(6). If all purchase agreements are either rescinded or terminated prior to the date of first Unit closing, regardless of whether the condominium declaration has been recorded, Sponsor must re-declare the offering plan effective. See Sections "Effective Date" and "Rights and Obligations of Sponsor."

4. As the Sponsor is reserving an unconditional right to rent Units rather than sell after consummation of the plan it may arise that a Unit for purchase will have been previously inhabited. If a buyer is purchasing a Unit that has been previously rented the buyer will purchase the property "as is" and purchaser is strongly recommended to make a thorough inspection of the Unit before closing. See Section "Procedure to Purchase" for further details.

Release of a Unit

5. The Sponsor has secured financing with BCC Funding II LLC, a Delaware limited liability company, having an address at 241 37th Street, Suite A-305, Unit 12, Brooklyn, New York 11232. Sponsor believes said financing will be sufficient to complete construction of the Building. The Unit shall be released upon payment to the lender the amount equal to 93% of the gross sales proceeds for any Unit, as applicable; it being agreed that (i) the minimum gross sales proceeds for any residential Unit (other than a duplex residential Unit) shall be equal to no less than $875.00 per square foot multiplied by the net sellable square footage for such Unit as set forth in the Plan (or, in the case of any parking space which is sold as a license, the actual square footage, if no square footage is stated in the Plan), (ii) the minimum gross sales proceeds for any duplex residential Unit shall be equal to no less than $5,250,000.00, and (iii) the minimum gross sales proceeds for a commercial Unit shall be equal to no less than $5,250,000.00. See Section "Rights and Obligations of Sponsor."

Sponsor Control of the Condominium Board

6. Sponsor as Owner of Unsold Units shall have "voting control" (as defined herein) of the Condominium Board for five (5) years from the first closing of a Unit or whenever the unsold Units constitute less than twenty-five percent (25%) in Common Interest of all Units, whichever is sooner (i.e. the Sponsor Board Control Period). During the Sponsor Board Control Period, the Board shall be composed of three (3) Sponsor Board Members, one (1) Independent Board Member and one (1) board member appointed by the community facility Unit Owner. After the Sponsor Board Control Period, a meeting will be held to elect an Independent Board Member unrelated to the Sponsor to replace the one of the Sponsor Board Members, however Sponsor shall continue to have the right, for so long as Sponsor owns at least at least one (1) Unsold Unit, to vote for all Independent Board Members and to exclusively appoint and designate one (1) Sponsor Board Member. After the Sponsor Board Control Period, a meeting will be held to elect two (2) Independent Board Members unrelated to the Sponsor to replace two (2) Sponsor Board Members, however Sponsor shall continue to have the right, for so long as Sponsor owns at least at least one (1) unsold residential Unit, to vote for all Independent Board Members and to exclusively appoint and designate one (1) Sponsor Board Member. See Section 2.7 of the By-

Laws. The By-laws do not contain a provision that after the Sponsor Board Control Period a majority of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Purchasers should note that owner-occupants may never gain effective control of the condominium. Owner occupants and non-resident owners, including the Sponsor, may have inherent conflicts on how the condominium should be managed because of their different reasons for purchasing, i.e. purchase as a home as opposed to as an investment. After all Units are sold, a meeting will be held to elect new board members unrelated to the Sponsor within thirty (30) days of the last closing or sooner. See Section entitled "Control by Sponsor" for more details.

Purchase of a Unit

7. After the plan has been declared effective, Sponsor will serve a notice setting a closing date, which date shall not be earlier than thirty (30) days from the date of such notice. TIME IS OF THE ESSENCE (see Section "Definitions") to close on such date.

   In the event that a Purchaser (i) defaults in paying the balance of the Purchase Price on the date scheduled by Sponsor for closing title to his or her Unit; (ii) fails to execute a Unit Owner's Power of Attorney to the Condominium Board; or (iii) defaults in performing some other obligation under the Purchase Agreement and fails to cure such default within thirty (30) days after Sponsor sends written notice to such Purchaser specifying the nature of the default, then Sponsor's remedy shall be the cancellation of the Purchase Agreement and the retention of the Liquidated Damages. Sponsor must provide (30) days' written notice to Purchaser of the cancellation of the Purchase Agreement and the retention of the Liquidated Damages. If such Purchaser shall fail to cure such default or fails to send written notice of objection to the release of the Downpayment within the said thirty (30) day period, TIME IS OF THE ESSENCE, Sponsor may retain Liquidated Damages. The Sponsor may not retain more than 10% of the purchase price (regardless of the amount deposited with the Escrow Agent) plus any amounts paid for any special work or extras. Any payments received by Sponsor in excess of the Downpayment plus the actual cost incurred by Sponsor for any special work or upgrades together with any interest earned on such excess payments, if any, shall be refunded to the Purchaser with fifteen (15) days after cancellation. See Sections "Procedure to Purchase" and "Definitions" for further details.

8. The signing of the Purchase Agreement signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan) including, but not limited to, the Unit, the Ancillary Amenities, the Building and all Common Elements. Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Units, the Ancillary Amenities, the Building or the Common Elements, except as may otherwise be set forth in the Plan. (See the sections of the Plan entitled "Procedure to Purchase" and "Rights and Obligations of Unit Owners" for details.)

9. In the event a purchaser does not close on the Closing Date set forth in the Notice of Closing and the Sponsor elects not to cancel the Purchase Agreement or if the Sponsor approves the Purchaser's request to adjourn the Purchaser's closing to his apartment, interest shall accrue on the unpaid amount of the purchase price from the Closing Date or adjourned closing date until such amount is paid. The interest rate shall be ten percent (10%) per annum calculated at a daily rate of approximately 0.0277%. This rate shall be in effect for as long as there are any unpaid

amounts owing towards the full purchase price. The interest rate charged will not exceed New York State usury charges. See Section "Procedure to Purchase" for further details.

Purchase Agreement Not Contingent on Financing

10. The obligations of a purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing. The Sponsor may in its sole discretion consent to a Financing Contingency Rider attached hereto in Part II of the Offering Plan Document No. 2 Exhibit B.

11. Purchasers should note that in the current market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in 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 may also be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

In the event that Sponsor consents to financing, a Financing Contingency Rider must be executed by both parties. Purchaser shall have until the Financing Contingency Expiration Period, which shall be forty-five (45) days from the date Purchaser's attorney receives a fully executed Purchase Agreement, to obtain a mortgage commitment from a Lender. If Purchaser fails to obtain a mortgage commitment by the Financing Contingency Expiration Date, Purchaser must notify Sponsor of failure to obtain such commitment within five (5) days of the Financing Contingency Expiration Date. If Purchaser only applies to Purchaser's Preferred Lender and a commitment is not issued or a rejection is received, Sponsor may require Purchaser to submit an application to Sponsor's Preferred Mortgagee (ABC Mortgage Corp., 791 Kent Avenue, Brooklyn, NY 11205, (718) 923-9000 ext. #216, Att.: Eli Katz, eli@abcmortgageny.com), provided the Condominium meets the Preferred Mortgagee presale requirements (i.e. percentage of Units in-contract who are owner-occupants, reserve fund, and notice of default provisions). Purchaser will have an additional forty-five (45) days to obtain a mortgage commitment from Sponsor's Preferred Mortgagee. All terms of the Financing Contingency are applicable regardless of whether the Purchaser applies to the Purchaser's Preferred Lender or the Sponsor's Preferred Mortgagee.

Provided that the Sponsor consents to permit a Financing Contingency in accordance with the above terms and the purchaser complies with all of such terms, if the financing commitment lapses or expires prior to closing and Purchaser has made a good faith effort to extend the commitment, the Sponsor will grant Purchaser a right of rescission and ten (10) days after expiration to exercise such right. If Sponsor does grant Purchaser a Financing Contingency, and

a mortgage commitment is not fulfilled through no fault of the Purchaser, under New York law performance is excused. If Purchaser acts in good faith and lender revokes the commitment after the contingency period expires, performance is excused.

Purchaser should note that even if a mortgage commitment is secured, said mortgage commitment may expire or change prior to the actual closing. Any risks related to the expiration or change to the mortgage commitment shall be borne by the Purchaser, if Purchaser is at fault.

In the event Purchaser fails to exercise the right of termination within time periods set forth the Financing Contingency Rider or has failed to satisfy the conditions set forth in the Financing Contingency Rider, then, in either case, the Purchase Agreement shall remain in full force and effect. See Section "Procedure to Purchase" for more details.

Escrow Funds

12. The escrow account in which down payments or advances made by purchasers will be placed is covered by federal bank deposit insurance to $250,000.00 per individual deposit. Any deposit in excess of $250,000.00 will not be insured to the extent such amount exceeds $250,000.00. If a purchaser has an account at the same bank that holds the escrowed funds, purchaser's funds at the escrow bank factor into the $250,000 insurance limit. See Section "Procedure to Purchase" for further details.

13. All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account. However, purchasers should note that such funds may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrades or extras. As a result, in the event a purchaser is entitled to rescission, the purchaser will not receive a refund of any funds used for upgrades or extras. If, however, the Plan is abandoned, Unit upgrade funds will be returned to Purchasers. See Section "Procedure to Purchase" for details.

Fannie Mae and FHA

14. The Sponsor's Preferred Mortgagee (see "Definitions") requires that at least 30% percent of the Units be in-contract with purchasers who intend to be owner-occupant. As the closing of the purchaser's is contingent upon the satisfaction of this condition, even if a purchaser obtains and satisfies all conditions of the financing commitment applicable to the purchaser, the closing of the loan may be delayed or may not occur if the minimum sales and owner-occupancy requirements are not satisfied. Sponsor will apprise Purchaser of the number of Units that have been sold and are owner-occupied prior to execution of a Purchase Agreement. Even if the required percentages have been achieved prior to Purchaser's execution of a Purchase Agreement, the foregoing risks are still applicable as the purchase agreements could be terminated or rescinded. If the Sponsor's Preferred Mortgagee does not close a purchaser's loan for this reason, the Sponsor shall grant to such purchaser a right of rescission and a reasonable period of time to exercise such right.

The Condominium declaration and by-laws contain provisions typically required by the Sponsor's Preferred Mortgagee, Freddie Mac, Fannie Mae and FHA loan requirements. However, the Sponsor has not made an application to such agencies for their respective approvals of the condominium, and no representations are made that the condominium satisfies the

requirements of such agencies. See Section "Procedure to Purchase" for more details.

Closing Fees

15. Purchaser will be responsible for the following costs at closing, in addition to the purchase price and other closing costs listed in the Section "Unit Closing Costs and Adjustments."

(a) Although statutorily a Seller's expense, purchaser shall pay the Real Property Transfer Tax due to The City of New York. This tax is in the amount of 1.425% of the total consideration for conveyances of a residential Unit with purchase price of over $500,000.00 and 1% of the total consideration for conveyances of a residential Unit with purchase price of $500,000.00 or less. For commercial Units, this tax is in the amount of 2.625% of the total consideration for conveyances of a Unit with purchase price of over $500,000.00 and 1.425% of the total consideration for conveyances of a Unit with purchase price of $500,000.00 or less. The Purchaser shall also pay for the New York State Real Estate Transfer Tax imposed by statute on transferors of property. New York State has recently adopted changes to the tax imposed. The changes went into effect on conveyances on or after July 1, 2019, for contracts entered into after April 1, 2019. The revised New York State tax is as follows: 0.4% of the total consideration for conveyances of a residential Unit with a purchase price of $2,999,999.99 or less, and 0.65% of the total consideration for conveyances of a residential Unit with a purchase price exceeding $3,000,000.00. For purposes of calculating the transfer taxes to be paid, consideration includes the Real Property Transfer Tax due to The City of New York paid by the purchaser but will not include the amount due for the New York State Real Estate Transfer Tax paid by the purchaser.

(b) Under Section 1402-a of the New York Tax Law, a "Supplemental Tax", is payable by the grantee (Purchaser) on each conveyance of residential real property, including condominium Units, that meet the consideration thresholds stated below. Residential real property includes a one to three family house, an individual condominium Unit, and a cooperative Unit that is or may be used, in whole or in part, as a personal residence. New York State has adopted changes to the "Mansion Tax" law pursuant to Sections 1402-a and 1402-b of the New York Tax Law imposed on Purchasers of real estate in New York City. The Mansion Tax law calculates the tax at a rate of 1% of the Purchase Price for all transfers with a Purchase Price of $1,000,000.00 or more. The new Supplemental Tax adds a tax on the Purchaser for purchases starting with a Purchase Price of $2,000,000.00 or more according to the table set forth in Section "Unit Closing Costs and Adjustments."

(c) If a Purchaser purchases two (2) or more residential Units that have not been physically combined into a single residence or Unit before the transfer (a "bulk sale"), the New York City Department of Finance may impose the New York City Transfer taxes at higher, commercial rates, i.e., where the consideration is $500,000 or less, the rate will be 1.425% of the purchase price, and where the consideration exceeds $500,000, the rate will be 2.625% of the purchase price. This may be the case even if the residential Units are transferred to the Purchaser pursuant to separate sales contracts with separate closing dates. The Department of Finance has taken the position that the consideration for the transfer of each residential Unit under a deed in a combined sale is not aggregated with the consideration for the other such deeded transfers in the same combined sale for purposes of determining the rate to be applied to each residential Unit transfer (i.e., the 1.425% rate or the 2.625% rate). The

Department of Finance has stated that the application of the "bulk sale rule" is made on a case-by-case basis depending on the particular facts and circumstances and there is no guarantee that the Department of Finance will not change its position with respect to the foregoing. Consideration is also not aggregated for Mansion Tax purposes. Purchasers will be required to pay the Mansion Tax on each residential Unit in a combined sale, if the total consideration attributable to each such Unit is $1,000,000.00 or more.

(d) Each purchaser will be required to pay an additional $3,500.00 at closing to defray Sponsor's costs, e.g., architectural costs, filing fees, legal fees and other costs incurred in creating the condominium. See Sections "Schedule A" and "Unit Closing Costs and Adjustments."

(e) Purchaser shall pay all governmental fees and title company service charges associated with discharging and recording a mortgage lien release and UCC-3 termination statement or other appropriate instruments discharging the Unit and its contents from any mortgage lien and security interest other than the lien of any mortgage loan Purchaser obtains.

(f) Purchaser shall be obligated to pay a fee of (i) $3,500.00 to the law firm of Sponsor's attorney for services rendered in connection with recording the Declaration of Condominium and the preparation of documents (ii) $500.00 for the preparation of the licensing documents, if the purchaser purchases a license (iii) $500.00 if the closing is held at any location other than Sponsor's attorney's office at the request of the Purchaser; (iv) $450.00 if Purchaser applies for and closes with a mortgage; (v) $350.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor's attorney; and (vi) $500.00 for each time the closing is rescheduled at the request of the Purchaser (for the costs to fix a new Closing Date and time, to coordinate the attendance of all persons, to re-date the closing documents and to recalculate the closing apportionments).

(g) Purchaser will be required to deposit with the Condominium Board two (2) months' Common Charges for his Unit to be used as working capital. See Section "Working Capital Fund" for details.

(h) At closing, the Sponsor will collect each purchaser's pro-rated share in the first year's insurance premium from the date of the closing until the end of the first year of condominium operation. This amount will be calculated in proportion to each purchaser's common interest and will be used to reimburse the Sponsor for payment of the first year's premium. Insurance premiums paid as part of Common Charges from closing until the end of the budget year will be retained by the Board to pay toward the premium for the next year. The pro-rated insurance adjustment collected by Sponsor will be in lieu of any other closing adjustments with the Board. See Section "Unit Closing Costs and Adjustments."

No Bond or Other Security Posted

16. THE SPONSOR HAS ACCESS TO SUFFICIENT FUNDS TO COMPLETE THE BUILDING AND/OR CONSTRUCTION, HOWEVER, NO BOND OR OTHER SECURITY HAS BEEN POSTED TO SECURE SPONSOR'S OBLIGATIONS. See Section "Rights and Obligations of the Sponsor."

Ancillary Amenity Licenses

17.

(a) Sponsor is offering Purchasers of Residential Units the opportunity to purchase certain Ancillary Amenities pursuant to the terms of a license ("Ancillary Amenity License") for the exclusive use of Purchaser for so long as Purchaser owns a Residential Unit in the Building, the form of which is set forth in Part II of the Plan. Although the Ancillary Amenity Area(s) are Residential Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell licenses for Ancillary Amenities located therein and retain all proceeds of such sale. The Condominium will not be entitled to any of the proceeds from the sale of the Ancillary Amenity licenses. An Ancillary Amenity may only be licensed or sublicensed to another Residential Unit Owner or a Purchaser who is simultaneously purchasing a Residential Unit and in no event shall be transferred independently of the ownership of a Residential Unit. Although the Ancillary Amenities are personal property and are neither mortgageable nor insurable for title insurance purposes, Sponsor has been advised that the New York State Department of Taxation and Finance has taken the position that Ancillary Amenities are subject to the imposition of New York City real property tax and New York State real estate transfer taxes. Payment of such taxes shall be the obligation of Purchaser, and the purchase price of a Ancillary Amenity will be aggregated with the purchase price of the Residential Unit for the purpose of computing real property taxes and real estate transfer taxes.

(b) Sponsor reserves the unconditional right to sell the Ancillary Amenities in such order of priority as it may determine and to delay the sale of one or more Ancillary Amenities. In addition, Sponsor reserves the unconditional right to limit the number of Ancillary Amenities sold to any Purchaser and to make bulk sales.

(c) Based upon market conditions, until such time as Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity, Sponsor reserves the right to withdraw the offering of any particular Ancillary Amenity category and/or to reduce the number of Ancillary Amenities offered within any such category. After such time that Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity in any particular Ancillary Amenity category, Sponsor may withdraw or reduce the offering of any Ancillary Amenities in such category but only to the extent that such withdrawal or reduction does not affect any Ancillary Amenities already under contract. If, subject to the foregoing limitations, Sponsor elects to withdraw or reduce the offering of any Ancillary Amenities, then such withdrawal or reduction shall be disclosed by Sponsor in an amendment to the Plan, and Sponsor shall have the right to utilize such Ancillary Amenity Area(s) for any use as determined by Sponsor in its sole discretion. Furthermore, in the event of such withdrawal or reduction, with respect only to Purchasers (i) who have not entered into Purchase Agreements for Ancillary Amenities and (ii) who have entered into Purchase Agreements for Ancillary Amenities unaffected by the withdrawal or reduction, such Purchasers shall not be relieved of any of their obligations under their respective Purchase Agreements as a result of such withdrawal or reduction, including, without limitation, the obligation to purchase the Residential Unit.

(d) An Ancillary Amenity License shall automatically terminate at such time as the Licensee no longer owns a Residential Unit, unless the Ancillary Amenity License is assigned to and assumed by another Residential Unit Owner in accordance with the terms of the Ancillary Amenity License and the Condominium Documents. A Licensee may also voluntarily

surrender an Ancillary Amenity License to the Condominium Board. Ancillary Amenity Licensees shall be responsible for any and all Ancillary Amenity License fees associated with their respective Ancillary Amenity in addition to Common Charges. The Condominium Board may elect to terminate an Ancillary Amenity License in the event that the Licensee defaults in its obligations under the Ancillary Amenity License beyond any applicable cure periods or as otherwise provided for in the Ancillary Amenity License. Upon the surrender or termination (for any reason whatsoever) of an Ancillary Amenity License, the Condominium Board shall have the right in its sole discretion to issue a new Ancillary Amenity License for the Ancillary Amenity to another Residential Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate the former Licensee therefor.

(e) See the section of the Plan entitled "Rights and Obligations of Unit Owners," subsection "Use of Units and Common Elements and Ancillary Amenities" for details.

Parking Spaces

18.

(a) A Parking Space may be used only for the parking of passenger automobiles and motorcycles. Due to variances in dimensions, each Parking Space may vary in terms of its capability to accommodate vehicles of different sizes. No representation is made as to the type or size of vehicles that can be accommodated in any particular Parking Space.

(b) Licensees shall pay their pro-rata shares of the projected costs incurred by the Condominium attributable to operation of the Parking Space Area, including without limitation labor, electricity, insurance, management fee, cleaning, maintenance, and/or other associated costs, to the extent applicable ("Parking Space License Fees"). The Parking Space License Fees shall be payable and collected in the same manner as Common Charges. Purchaser hereby expressly acknowledges and agrees that failure to pay its share of the Parking Space License Fees will be treated by the Condominium Board in the same manner as failure to pay Common Charges. See the section of the Plan entitled "Description of Property and Improvements" for details.

Commercial Unit

19.

(a) The Condominium will contain one (1) Commercial Unit which is being offered for sale.

(b) No representation is made (i) with respect to the future ownership or tenancies of all or any portion of the Commercial Unit and (ii) that the owners, tenants, occupants, or other users of the Commercial Unit will be agreeable to Residential Unit Owners, their Permitted Users, or any other parties. No representation is made with respect to the uses to which any portion of the Commercial Unit may be put at any time. The Commercial Unit may be used for any purpose permitted by Law. The uses of the Commercial Unit may generate noise, traffic, fumes, odors, vibrations, or other disturbances over which the Condominium Board and the Residential Unit Owners will have no control. Residential Unit Owners will not have any interest in the rents, profits or revenues generated from the business, rental, or other use of any space in the Commercial Unit.

(c) The Commercial Unit Owner and its Permitted Users shall have the right, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any and without amendment to the Plan, to (i) subdivide and/or combine the Commercial Unit(s) and/or (ii) change the Commercial Unit(s) in size by relocating a boundary wall between Commercial Unit(s). In the event of a subdivision, combination, and/or change in size of the Commercial Unit(s), the Commercial Unit Owner shall additionally have the right to reapportion among the Commercial Unit their respective Common Interest. Any additional condominium units created as a result of a subdivision of the Commercial Unit will retain the same rights, privileges, and benefits afforded the original Commercial Unit Owner and will be subject to the same obligations imposed on the original Commercial Unit Owner, as set forth in the Condominium Documents. Notwithstanding the foregoing, in the event of a subdivision of the Commercial Unit, the Commercial Unit Owner shall have the right to collectively designate only 1 Member to the Condominium Board.

(d) The Commercial Unit Owner and its Permitted Users shall have an easement in, over, under, through or upon the Common Elements or elsewhere on the Property (i) for the purpose of accessing the Commercial Unit or any portion of the Building servicing the Commercial Unit, (ii) for the purpose of exiting the Building in the event of an emergency, and (iii) to install, operate, maintain, repair, alter, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or Facilities forming a part of or servicing the Commercial Unit.

(e) In addition to the foregoing, the Commercial Unit Owner and its Permitted Users shall have the right and an easement, as applicable, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any:

(1) to erect, maintain, repair and replace one or more signs and lighting, of such size and content as the Commercial Unit Owner shall determine on the facade or in the windows of the Commercial Unit, including, without limitation, any storefronts of the Commercial Unit, for the purposes of advertising (a) the sale or rental of all or any portion of the Commercial Unit or (b) the operation of any business for which the Commercial Unit is used.

(2) subject only to Sponsor's prior written consent in each instance for so long as Sponsor continues to own an Unsold Unit, to (i) alter, modify, and/or restore the exterior façade and/or the windows of the Commercial Unit, including, without limitation, any storefronts, and (ii) create additional means of egress and ingress to the Commercial Unit.

(3) to use the sidewalk adjacent to the Commercial Unit for any purposes permitted by Law, including, without limitation, food and beverage services and the placement of outdoor seating, tables, lighting and signage on such sidewalk, provided that the entrances to the Building are not impeded by such use. In the event the Commercial Unit Owner utilizes a sidewalk adjacent to the Commercial Unit, the maintenance, replacement, and repair of the sidewalk during the period of use, together with all costs and expenses associated therewith, shall be the responsibility of the Commercial Unit Owner. See the section of the Plan entitled “Commercial Unit” for details.

Special Allocation of Certain Common Expenses

20. The basis for projecting the share of expenses attributable to the commercial Unit is estimated in accordance with the common interest of the Units. Pursuant to N.Y. Real Prop. Law ("RPL") § 339-m, the Common Expenses and Common Charges are being specially allocated by the Condominium Board to the commercial Unit due to limited use. As such, certain Common Expenses in the Schedule B will not be paid by the commercial Unit. Only General Common Expenses, as determined in the Schedule B will be payable by the commercial Unit Owner. The Common Charges payable by the owner of the commercial Unit will be sufficient to cover the expenses fairly attributable to such Unit.

Appliances

21. Sponsor is not providing laundry or kitchen appliances, blinds, or shades to the residential Units; it will be the responsibility of each Unit owner to provide them at his or her own cost, separate from the Unit's purchase price. The Sponsor will provide hook-ups for a stacked domestic type electric washer and vented gas dryer for all residential Units except Unit 704. All residential Units will have a laundry closet space for stacked washers and dryers, except Unit 704, which does not have a laundry closet. Unit Owners shall be responsible for purchasing laundry equipment. The Sponsor will provide each Unit with a hookup for a refrigerator, microwave, dishwasher and stove in the kitchen for each residential Unit, except Units 204, 304, 404, 504, 604 and 704, which are not equipped with electrical or plumbing hookups for a dishwasher. Auxiliary kitchens will have a hookup for a stovetop/oven. Purchasers should note that the Sponsor is not providing a stove. A stove is not required to receive a Certificate of Occupancy or a Temporary Certificate of Occupancy from the DOB. Only a gas line signoff is needed. Sponsor will comply with all applicable laws, regulations, and rules concerning procuring the gas-line sign-off. In the event that a stove installation is needed to procure the gas line signoff, the Sponsor will install a stove temporarily to obtain the signoff and remove it after signoff is procured and Purchaser installs a stove, or Purchaser may have a stove installed as an upgrade at Purchaser's expense. See Part II, "Description of Property" for further details.

Non-Resident Building Management

22. The Administrative Code of the City of New York, § 27-2052, et seq., requires one of the following when a building has 9 or more (rental) units: (1) that the owner perform the janitorial services; or (2) that there be a full-time superintendent who resides in the building or within 200 feet of the building; or (3) that there be a janitorial service approved by the Department of Buildings available 24 hours per day.

The Condominium will meet the requirements of the New York City Department of Housing Preservation and Development ("HPD") pursuant to Section 27- 2053(3) of the New York City Administrative Code by providing twenty-four-hour-a-day janitorial call service. Repair and janitorial work will be done by the service or company determined by the Managing Agent as needed. The approximate cost of the janitorial service is included in Footnote 7: Repairs Services and Supplies.

Each Unit Owner will be responsible for his own refuse removal. See "Schedule B."

23. Stone Edge Management, with an address of 670 Flushing Avenue, Brooklyn, NY 11206, will be the Managing Agent of the full building for the projected First Year of Condominium Operation

for a fee of $19,000.00. The budgeted figure is based upon the management agreement and is the prevailing cost for managing a Building of this size. In subsequent years of operation, the fee charged may be higher and the Unit Owners may choose to enter into a contract with another Managing Agent. In either case, the Common Charges may need to be increased. This Common Expense will be a General Common Expense. See "Schedule B."

Reserve Fund and Working Capital Fund

24. Purchasers should note that the Reserve Fund may not be sufficient for needed capital improvements for the first five years of Condominium Operations and in the event any capital replacements are necessary, the board may impose a special assessment to cover the cost thereof. See Section "Reserve Fund" for further details.

25. No representation is made that the initial working capital fund will be adequate to cover current or future expenses, including repairs or replacements, and if additional funds are required over and above the initial capital fund, it may be necessary for the Condominium Board to increase the charges. See Section "Working Capital Fund" for details.

Rights of Sponsor

26. For as long as Sponsor or its designee is the owner of one (1) or more Units in the entire condominium, the Declaration, By-Laws and Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or its designee without the prior written consent of every Unit Owner affected by such amendment. See Section "Rights and Obligations of Condominium Board, Summary of By-Laws" for details.

27. The Sponsor reserves the right to make changes in size, layout and number of unsold Units without the approval of the Condominium Board. The Sponsor will file an amendment to the offering plan disclosing any such changes and any material changes must be with the consent of any affected purchasers. A decrease in a unit's area of 5% or less will not affect a purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. Please consult with your attorney and engineer/architect on this issue prior to closing. See Section "Changes in Prices and Units" for further details.

Rights of Condominium Board

28. The Condominium Board does not have the right to approve or disapprove purchasers; therefore, there is no limit on the number of owners who may purchase for investment rather than for personal occupancy. See Section "Procedure to Purchase" for further details.

29. Except as otherwise expressly provided in the Declaration or the By-Laws, the affirmative vote of a majority of the members of the Condominium Board shall constitute the decision of the Condominium Board. Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Condominium in the minutes of the Condominium Board. In the event of a deadlock in voting between the Unit Owners or in the

Condominium Board, such deadlock shall be submitted to an arbitration board in accordance with Article 10 of the By-Laws, "Arbitration." See Section "Rights and Obligations of Condominium Board, Summary of By-Laws."

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

31. There is no provision for insurance covering indemnification of Board members. It is at the discretion of the Condominium Board to obtain such coverage at the annual cost of approximately $1,500.00. The cost will be borne by the Unit Owners as a Common Expense or Special Assessment by the Condominium Board. See Section "Rights and Obligations of Condominium Board."

Arbitration

32. All conflicts that may be resolved by arbitration pursuant to NYS law, between Unit owners and the Condominium Board, between Condominium Board Members, or between sponsor and the board, with respect to the Condominium, or to break any deadlock in voting in any matter, must be submitted to arbitration for resolution by a single arbitrator in a proceeding in Kings County or other mutually agreed to location in accordance with the existing rules of the AAA or any successor organization within 90 days of the dispute. The arbitrator shall be a third party mutually agreed upon by affected parties and shall be neutral and independent of any parties involved. Costs shall be shared equally by the parties. Each disputant shall also be responsible for fees and expenses of counsel and expert witnesses. The parties are giving up the right to bring suit in court, including trial by jury. Arbitration awards are generally final and binding, and a party's ability to appeal this decision is very limited. Use of arbitration to resolve a voting deadlock may require significant additional costs, time and resources, and does not guarantee a resolution in favor of the Independent Board Member. This provision does not abrogate a party's rights under Article 23-A of the New York General Business Law. This does not include any disputes regarding the Purchase Agreement. See Section "Rights & Obligations of Board of Managers, Summary of Bylaws" for details.

Interim Lease

33. In the event Purchaser-in-contract/interim lessee enters into an Interim Lease and Purchaser-in-contract/interim lessee defaults on the Purchase Agreement and fails to close, and after notice from Sponsor to vacate Purchaser-in-contract fails to vacate, Purchaser-in-contract/interim lessee will pay Sponsor $500.00 per day for each day he remains in possession beyond the thirtieth (30th) day following mailing of the Notice to Vacate. See sections "Interim Leases" and also see Part II, Document No. 10 for a form of said lease agreement.

An uncured default under the Purchase Agreement is a default under the lease and an uncured default under the lease is a default under the Purchase Agreement. If Sponsor desires to declare

a default of the Purchase Agreement as a result of an uncured default under the lease 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 contracted-for Unit.

Risk of Loss

34. The Sponsor prior to any Unit closing and the Unit Owners after the first Unit closes shall retain risk of loss to the Building from fire or other casualty. The Sponsor shall retain the risk of loss to the Unit from fire and other casualty until the Purchaser-in-contract/interim lessee shall be conveyed legal title or until the Purchaser-in-contract/interim lessee occupies the contracted-for Unit and assumes risk of loss from the Sponsor. Unit Owners should obtain the following at their own cost: homeowner's insurance including coverage for the contents of the Unit, personal property, and liability for personal injury as a result of occurrences in the individual Unit. See Sections "Procedure to Purchase" and "Terms of Sale."

35. Prior to the first closing, the entire building will be insured by the 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. Therefore, a purchaser who takes possession of the contracted-for-Unit prior to closing assumes the risk of losses not covered by insurance; if the Unit is damaged, through no fault of the Sponsor, prior to closing the purchaser in possession's failure to make repairs will not excuse them from paying the balance of the purchase price and accepting delivery of the deed for the contracted-for Unit. See Section "Interim Leases."

Additional Construction

36. The Balconies and Terraces may not be used for any type of use that is classified as habitable space as defined by the New York City Building Code, such uses include but are not limited to using a Terrace as a living room, bedroom or kitchen. To do so may result in a violation against the building being issued by the Buildings Department. See "Notes to Schedule A."

37. Unit owners shall not have any right to install structures or perform any construction on private balconies, terraces, roof areas, without approval of a third-party architect retained by the Condominium Board. See Section "Rights and Obligations of Unit Owners and Condominium Board."

38. Unit 203 is a duplex unit. The rear portion of the ground floor, a space of approximately 335 sq. feet, is uninhabitable as it does not have windows to provide light and ventilation, as required for habitable rooms. The room can be used for accessory residential usage only. See Part II "Description of Property."

Façade Inspection Safety Program

39. The Façade Inspection Safety Program (formerly Local Law 11.98), which has been incorporated into the Administrative Code as section 28.302.1 ("FISP") shall apply to the Building, as the Building is higher than six (6) stories. Façade Inspection Safety Program requirement is for building facades to be inspected every 5 years starting on date of Temporary Certificate of Occupancy. TCO is expected to be obtained in June of 2026, and therefore the first façade

inspections cycle will take place in June of 2031. The cost and expense thereof, including the cost of any repairs or maintenance to the façade or other parts of the Building as a result of such inspections, shall be borne by the Condominium and shall be charged to all Unit Owners as a Common Expense (subject to any rights by the Condominium Board to draw from the Working Capital Fund, in its sole discretion). See Part II "Description of Property."

Unit Measurement

40. The approximate area (within reasonable tolerances) calculates the square footage as the area of each Unit consisting of the area measured horizontally from the outside face of the glass window and/or exterior walls to the centerline of the partitions separating one Unit from another Unit or to the center line of the partitions separating a Unit from corridors, stairs, elevators and other mechanical equipment spaces that are not part of the Unit. Each Unit consists of the area measured vertically from the top of the floor to the underside of the ceiling. The Square footages in the Schedule A is not based upon measurements from interior surfaces or interior walls, and the usable floor areas comprising the Unit are significantly less than the area listed in Schedule A. There is a rebuttable presumption that a Unit size that is diminished by five percent (5%) or less is not material.

Dimensions shown on the floor plans reflect the approximate interior dimensions of main areas of the Unit. The Square footage shown in the Schedule A are within reasonable tolerances of the true measurements of the observable living spaces. Purchasers should verify each room and closet dimensions to their liking prior to closing. Purchasers are also advised that, after the closing, disputes related to room dimensions shall not be considered as a basis for rescission. Please consult with your attorney and engineer/architect on this issue prior to closing. See "Schedule A" for further details.

First Closing and Subsequent Closings

41. Purchasers should note that even if the first closing occurs on or before October 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-month period thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In such case, provided that sponsor is diligently pursing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against the sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See sections "Procedure to Purchase" and "Effective Date" for further details.

Sponsor's Limited Warranty

42. Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering as the Building height is greater than five (5) stories. Sponsor makes no other warranties, express or implied, in connection with this offering of the

Units and all such warranties are excluded, except as provided in the limited warranty ("Limited Warranty") set forth in this Section. Sponsor will correct, repair, or replace any and all defects relating to construction of the Building, Common Elements or the Units or in the installation or operation of any appliances, fixtures, or equipment therein, or will cause the same to be corrected, repaired, or replaced, but only if:

(I) such defects are due to substantially improper workmanship or construction practices or the use of materials that are substantially and materially at variance with the Plans and Specifications for the same; and

(II) Sponsor is notified by the Condominium Board or the affected Unit Owner, as the case may be, of the same in accordance with the following, which notice shall be by certified mail, return receipt requested:

(a) with respect to any latent defect (that is, a defect that is not visually ascertainable) in the construction of a Unit, within 1 year of the earlier to occur of the (a) the Closing of Title to the Unit or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing;

(b) with respect to any patent defect (that is, a defect that is ascertainable through inspection) in the construction of a Unit within 6 months of the earlier to occur of the (a) the Closing of Title to the Unit, or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing, provided, in each instance such patent defect is not caused by the Unit Owner or other occupant of the Unit;

(c) with respect to any defects (patent or latent) in the construction of the Common Elements, within 1 year from the date of substantial completion of the portion of the Common Elements claimed to be defective. The issuance of a TCO or FCO covering such Common Elements shall be presumptive evidence that the construction of the Common Elements has been substantially completed.

The method of correcting any defect will be selected by Sponsor in its sole discretion. The quality of construction as to any such correction will be comparable to local standards customary in the particular trade or trades involved and will be in accordance with the Plans and Specifications.

Sponsor will be conclusively considered to have discharged any obligation that it may have with respect to the repair of a defect or replacement of a defective item, whether patent or latent, if:

(i) Sponsor is not notified of the existence of such defect, in the manner and within the appropriate time period specified above;

(ii) The Condominium Board and/or Managing Agent and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors; or

(iii) Sponsor has corrected, or caused the correction of, the defect in accordance with the practice of the industry, as determined by Sponsor's general contractor, architect, or engineer, in their sole judgment.

(iv) Purchaser, through any act or omission (i) is the cause of such defect, (ii) obstructs, delays, prevents or hinders Sponsor from gaining access to the Unit to repair a defect or replace a defective item, or (iii).

This Limited Warranty is only available to the first Purchaser of the Unit and Sponsor shall have no liability to any subsequent Purchaser with respect to any claimed defects relating to the construction of the Units, the Common Elements or the Building.

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

Temporary Certificate of Occupancy

43. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell Units. In New York City, it is common for Sponsors to commence Unit closings when some or all Units are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two-year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO for the entire building and shall exercise best efforts to obtain the FCO within such two-year period while keeping the TCO current. Unit owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

As described in greater detail in the plan, Sponsor will maintain sufficient funds in escrow to cover the anticipated costs of obtaining a PCO. However, the TCO may lapse for reasons outside the Sponsor's control. In the absence of a PCO or TCO it is unlawful to reside in or rent a Unit and will be difficult for owners or purchasers to obtain financing or pass clear title.

Buyers are advised to visit the DOB website for further recommendations when purchasing

a Unit in a building that does not have an FCO. A guide on Certificate of Occupancy is available on the DOB website at: https://www1.nyc.gov/assets/buildings/pdf/cofo_guide.pdf

Furthermore, because Sponsor and the by-laws of the Condominium may permit Unit owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO. See Section "Procedure to Purchase" for further details.

SALT Deduction

44. On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. The Internal Revenue Code was further changed by the One Big Beautiful Bill Act, passed on July 4, 2025, which changed the limits on the taxes and deductions related to homeownership through 2029. Accordingly, it is our opinion that a Unit Owner who itemizes deductions will be entitled to deduct, for federal income tax purposes, real estate taxes in the amount of up to $40,000.00 a year assessed against his Unit. Purchasers should note, that the $40,000.00 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $40,000.00 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $40,000.00 threshold. In addition, a Unit Owner who itemizes deductions will be entitled to deduct, for federal income tax purposes, interest on any acquisition indebtedness up to $750,000.00. See Sections 163 (interest) and 164 (taxes) of the Internal Revenue Code of 1986, as amended (the "Code"). These expenses will be deductible when paid or accrued in accordance with the Unit Owner's method of accounting. See Section "Counsel's Income Tax Opinion."

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

Real Estate Tax Projection

45. The projected real estate taxes for the first year of operation contained in Schedule A are based on an assessment of the building before construction is complete. Purchasers should be aware that real estate taxes may increase materially when the building is reassessed after construction or rehabilitation is complete.

46. DUE TO POSSIBLE FURTHER INCREASES IN THE TAX RATE OR THE PROPERTY'S ASSESSED VALUATION OR CHANGES IN THE STATUTES GOVERNING THE TAXES, REAL ESTATE TAXES MAY BE HIGHER THAN SET FORTH HEREIN FOR THE FIRST YEAR OF OPERATION AND IN FUTURE YEARS AND ACCORDINGLY INDIVIDUAL CARRYING COSTS FOR THE UNITS WOULD ALSO BE HIGHER.

Legally-Compliant Window Guards / Window Stops

47. Each Unit Owner shall notify the Condominium Board or the Managing Agent, 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, designed specifically to prevent a child from falling out of the 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. For further discussion, see the By-Laws and the Addendum to By-Laws in Part II of the Offering Plan.

Wood Products

48. The Units are being delivered with wood floors. Wood is a natural product and expands and contracts with weather conditions, which causes the floor's appearance to change. Moreover, in order to maintain the quality of the floor, floors should be maintained and cleaned in accordance with the manufacturer's recommendations Care instructions can be found on the website of the National Wood Flooring Association (http://www.nwfa.org/). See Part II, Document No. 1 "Description of Property."

Principal of Sponsor Has Executed the Certification of Sponsor and Principal for Compliance with the Martin Act and Governing Regulations

49. Consistent with recent First Department and Second Department decisions, the principal of Sponsor expressly disclaims the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principal, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of Bayard Views Condo v. FPG Bayard, LLC, 187 A.D.3d 697 (2nd Dept. 2020) and Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al, 106 A.D. 3d 542 (1st Dept. 2013). (See the form of "Purchase Agreement" set forth in Part II of the Plan.)

Broker

50. The Purchaser will represent to Sponsor that he or she has not dealt with any broker other than the Selling Agent in connection with the acquisition of his or her Unit and will indemnify the Sponsor against the claims of any other broker, if such broker is not disclosed to the Sponsor at the time of the contract. If the purchaser has dealt with a broker other than the Selling Agent, a co-broker agreement will be executed, between the brokers. See Section "Procedure to Purchase" for further details.

Smoking Policy

51. Smoking, which includes carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, cigars, pipes or electronic cigarettes, shall be permitted only inside a Unit or in an outdoor Limited Common Element that is connected to a Unit. Smoking anywhere else in the Condominium shall

be prohibited, including, but not limited to, in indoor and outdoor Common Elements. No Unit Owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property except in their Unit or in any outdoor Limited Common Element that is connected to the Unit. Smoking in violation of this rule shall constitute a nuisance pursuant to the terms and provisions of the By-Laws and shall be subject to a fine as reasonably determined by the Condominium Board. See Section "Rights and Obligations of Unit Owners and Condominium Board.

Smoke and Carbon Monoxide

52. The combined smoke and carbon monoxide detectors come equipped with a battery backup. Each Unit owner shall be responsible for keeping and maintaining the detectors in good repair and to replace any detectors which have been removed, found missing or rendered inoperable. Sponsor makes no representation whether Unit Owners will comply with the foregoing obligations. For further discussion, see the By-Laws and the Addendum to By-Laws in Part II of the Offering Plan.

Financial Crimes Enforcement Network Disclosure

53. As per a recent Rule issued by the Financial Crimes Enforcement Network (FinCEN), entitled "Residential Real Estate Rule", for all closings on residential properties taking place on or after March 1, 2026, United States title insurance companies are now required to collect and report information regarding purchasers in residential real estate transactions where:

    (a) the purchaser is 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; and

    (b) the purchaser purchases residential real property located in the United States; and

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

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

    As per the Rule, in Covered Transactions, title companies must duly file a FinCEN Currency Transaction Report (the "Report") within thirty (30) days of the closing of the Covered Transaction (the contents of the Report and the requirements for filing are contained in the Order). See Section "Unit Closing Costs and Adjustments."

Sponsor Veto Control Period

54. During only the Sponsor Veto Control Period (defined below), the Condominium Board and the Unit Owners (as to any vote or action by them) must obtain Sponsor's prior written Discretionary Approval or Consent to do any of the following (collectively. "Sponsor Veto Control"):

    (a) To raise Common Charges or levy a Special Assessment for any of the following purposes:

(1) to make an Alteration to the Common Elements, the Association's Properties (including any Unit owned, leased or otherwise held or Operated by the Board, or its nominee or designee);

(2) to increase or decrease or eliminated the mandated minimum ten percent (10%) Reserve for Capital Replacements to be included in each Budget in accordance with this Plan and the Condominium Documents (see below);

(3) to increase, decrease or eliminate Building services set forth in said First year's budget or otherwise; or

(4) to increase, decrease, eliminate or otherwise change the amount or types of insurance coverage from those set forth in said first year's budget.

(b) to borrow money on behalf of the Condominium Association.

The Sponsor Veto Control Period will end on the earlier of: (a) the date that the Common Interest appurtenant to the Unsold Units constitute less than twenty-five (25%) of the aggregate Common Interests of all Units; or (b) the fifth (5th) anniversary of the First closing of a Unit under this plan. See Section "Control by Sponsor."

Pets

55. No bird, reptile, or animal, including cats and dogs, shall be permitted, raised, bred, kept, or harbored in the Building unless, in each instance, the same shall have been expressly consented to in writing by the Condominium Board or the Managing Agent, which consent shall not be unreasonably withheld. See Section "Rights and Obligations of Unit Owners & Condominium Board."

Force Majeure

56.

(a) 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 G-d, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials, or supplies in the open market, failure of transportation, strike, lock-out, action of labor unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused. See Part II "Form of Purchase Agreement."

(b) Purchasers may be excused from their obligations under this Plan and the Purchase Agreement if it becomes impossible for them to fulfill their obligations due to an act of God. Purchasers shall have the same tolling rights as the Sponsor. The purchasers' time to perform their obligations under the purchase agreement also may be tolled during the tolling period. Purchasers are advised that executing a purchase agreement that includes the foregoing provisions may impact the 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. See Part II "Form of Purchase Agreement."

B. INTRODUCTION

Purpose of the Offering Plan

The purpose of the Plan is to set forth all the material terms of the offer to sell these apartments as condominium Units. The Plan may be amended from time to time to reflect changes which materially affect the offering. All amendments will be filed with the New York State Department of Law and will thereafter be served upon purchasers who have executed and delivered Purchase Agreements to the Sponsor or Selling Agent, Unit Owners and any other person entitled to service pursuant to local law or regulation.

The Offer

The Sponsor presents this Offering Plan (the "Plan") for the establishment of condominium ownership of the Property (as hereinafter defined) pursuant to and in compliance with Article 9-B of the Real Property Law of the State of New York, as amended (the "Condominium Act"). The condominium shall be known as The 37 Walton Street Condominium (the "Condominium").

The offering plan encompasses the land, the structures and all appurtenances thereto at the following address: 37 Walton Street, Brooklyn, New York (the "Building"). The Sponsor is 33 Walton Holdings LLC, a New York Limited Liability Company, with an address at 92 Emerson Place, Brooklyn, NY 11205 (the "Sponsor"). The Sponsor acquired title to the property on November 4, 2025. The Sponsor/Developer is in the process of constructing the new Building on the Premises with plans filed with and approved by the Department of Buildings of the City of New York. The building and land are hereinafter collectively referred to as the "Property."

The Sponsor will endeavor in good faith to sell all the Units. The Sponsor is reserving the unconditional right to rent Units rather than sell Units after consummation of the Offering Plan. Accordingly, there is no commitment by Sponsor or the Sponsor's successor to sell more than 15% or four (4) Units, which is necessary to declare the plan effective. Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, Sponsor must re-declare the plan effective in order to consummate the offering plan in accordance with 13 N.Y.C.R.R. § 20.1(c)(6). If all purchase agreements are either rescinded or terminated prior to the date of first Unit closing, regardless of whether the condominium declaration has been recorded, sponsor must re-declare the offering plan effective.

The Sponsor has secured financing with BCC Funding II LLC, a Delaware limited liability company, having an address at 241 37th Street, Suite A-305, Unit 12, Brooklyn, New York 11232. Sponsor believes said financing will be sufficient to complete construction of the Building. The Unit shall be released upon payment to the lender the amount equal to 93% of the gross sales proceeds for any Unit, as applicable; it being agreed that (i) the minimum gross sales proceeds for any residential Unit (other than a duplex residential Unit) shall be equal to no less than $875.00 per square foot multiplied by the net sellable square footage for such Unit as set forth in the Plan (or, in the case of any parking space which is sold as a license, the actual square footage, if no square footage is stated in the Plan), (ii) the minimum gross sales proceeds for any duplex residential Unit shall be equal to no less than $5,250,000.00, and (iii) the minimum gross sales

proceeds for a commercial Unit shall be equal to no less than $5,250,000.00.

The Sponsor hereby offers twenty-four (24) residential Units and one (1) commercial Unit for sale, as well as twenty-four (24) Storage Lockers, twelve (12) Bicycle Storage Spaces, and nine (9) Parking Spaces for sale via license. The Storage Lockers, Bicycle Storage Spaces and Parking Spaces are collectively referred to as "Ancillary Amenities." The purchase prices and estimated Common Charges for each of the Units are listed in "Schedule A - Offering Prices and Related Information." THE PRICES CONTAINED IN THE PLAN HAVE BEEN SET BY SPONSOR WITHOUT ARMS LENGTH NEGOTIATION AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY GOVERNMENTAL AGENCY.

Sponsor hereby offers the Ancillary Amenities for sale pursuant to the Plan. The Ancillary Amenities will be conveyed pursuant to a license agreement, the form of which is set forth in Part II of the Plan ("Ancillary Amenity License"). An Ancillary Amenity may only be purchased by a Purchaser of a Residential Unit. The Purchase Price for each of the Ancillary Amenities is listed in Schedule "A." THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY. The Condominium Board has the right to impose and/or regulate license fees and Special Assessments in connection with the Ancillary Amenity licenses. Any monthly license fees imposed shall constitute "additional Common Charges" under the terms of the Condominium Documents.

Although the Ancillary Amenity Area(s) are Residential Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell licenses for Ancillary Amenities located therein and retain all proceeds of such sale. The Condominium will not be entitled to any of the proceeds from the sale of the Ancillary Amenity licenses. An Ancillary Amenity may only be licensed or sublicensed to another Residential Unit Owner or a Purchaser who is simultaneously purchasing a Residential Unit and in no event shall be transferred independently of the ownership of a Residential Unit.

Sponsor reserves the unconditional right to sell the Ancillary Amenities in such order of priority as it may determine and to delay the sale of one or more Ancillary Amenities. In addition, Sponsor reserves the unconditional right to limit the number of Ancillary Amenities sold to any Purchaser and to make bulk sales.

Based upon market conditions, until such time as Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity, Sponsor reserves the right to withdraw the offering of any particular Ancillary Amenity category and/or to reduce the number of Ancillary Amenities offered within any such category. After such time that Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity in any particular Ancillary Amenity category, Sponsor may withdraw or reduce the offering of any Ancillary Amenities in such category but only to the extent that such withdrawal or reduction does not affect any Ancillary Amenities already under contract. If, subject to the foregoing limitations, Sponsor elects to withdraw or reduce the offering of any Ancillary Amenities, then such withdrawal or reduction shall be disclosed by Sponsor in an amendment to the Plan, and Sponsor shall have the right to utilize such Ancillary Amenity Area(s) for any use as determined by Sponsor in its sole discretion.

Furthermore, in the event of such withdrawal or reduction, with respect only to Purchasers (i) who have not entered into Purchase Agreements for Ancillary Amenities and (ii) who have entered into Purchase Agreements for Ancillary Amenities unaffected by the withdrawal or reduction, such Purchasers shall not be relieved of any of their obligations under their respective Purchase Agreements as a result of such withdrawal or reduction, including, without limitation, the obligation to purchase the Residential Unit.

This Offering Plan including all Schedules and Parts A, B, C and D of the Exhibits constitute the entire Offer of the Sponsor, and copies of the Offering Plan and Parts A, B, C and D of the Exhibits will be available for inspection by prospective purchasers without charge during regular business hours at the office of the attorneys for the Sponsor, the office of the selling agent, the office of the Sponsor and the on-site office whenever the on-site office is open.

Basic Aspects of Condominium Ownership

The ownership of a condominium Unit is similar in many respects to the ownership of a private home. Each purchaser owns his Unit outright, in fee simple absolute, and is entitled to exclusive possession of his Unit together with an interest in and right to use the Common Elements and the Limited Common Elements, if any. The Common Elements essentially consist of all parts of the Property other than the Units themselves, are owned by all of the Unit Owners as tenants in common, each having an undivided interest therein.

The Common Elements consist of all portions of the Condominium Property that are not designated as Units or parts thereof. The Common Elements include, generally, but without limitation, the Condominium Property including the portions on which the Building is erected. See Section "Definitions" for further details.

A Residential Unit shall be used for residential purposes only, including permitted "home occupation" as defined in the Zoning Resolution (except as described below), and not more than one family may occupy a Residential Unit at one time. A Residential Unit may not be used for any "dormitory," "bed and breakfast" or other transient hotel-type use. A Residential Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments) may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, a member of such limited liability company, the fiduciary or beneficiary of such fiduciary, a principal or employee of such other entity, respectively, or by members of the immediate family or guests of any of the foregoing. A Residential Unit may be used for any other purpose, provided that such use is permitted by, and complies with Law and does not violate the then existing TCO or FCO covering the Building and that the Condominium Board, in its sole discretion, grants permission for such use. Use and occupancy of the Residential Unit shall be subject to the Residential Rules and Regulations of the Condominium which may be amended from time to time.

A Storage Locker may be used only for the storage of personal effects of a Residential Unit Owner, and in no event shall any food or other perishable item be stored therein. Purchasers are advised that field conditions may require that certain Storage Lockers contain mechanical

equipment, including without limitation pipes, ducts, ductwork, conduits, shafts, shaftways, chases, and chaseways. In such event, Purchasers will not be entitled to any credit, offset, or reduction in the Purchase Price of the Residential Unit or otherwise be relieved from any obligation under the Purchase Agreement.

A Parking Space may be used only for parking passenger automobiles and motorcycles. No representation is made as to the type or size of vehicles that can be accommodated in any particular Parking Space.

A Bicycle Storage Space License shall not be attributable to any specific area within the Bicycle Storage Room, but rather the purchase of a Bicycle Storage Space License will entitle such licensee the right to use the Bicycle Storage Room for the parking of one bicycle. A Bicycle Storage Space may be only used for the storage of one standard-sized bicycle of the licensee, and may not be used for the storing of scooters, mopeds, or other motorized vehicles or any personal property belonging to any occupants. The areas within the Bicycle Storage Room shall be available on a first-come, first-serve basis. The Bicycle Storage Room shall not include a rack system or otherwise any mounting or parking installations. Each licensee shall remain solely responsible to purchase and equip their own bicycle locks or otherwise provide for any security with respect to their bicycle, with the understanding that neither Sponsor nor the Condominium Board shall be responsible for any loss or theft relating to any bicycles or other personal property stored in the Bicycle Storage Room.

No Ancillary Amenity may be used for any Prohibited Use. The use of an Ancillary Amenity for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of an Ancillary Amenity shall be borne by such Residential Unit Owner.

Notwithstanding anything to the contrary, Sponsor may, without the consent of either the Condominium Board or the Unit Owners, use any Unsold Ancillary Amenity for any purpose permitted by Law or to change the permitted use of an Unsold Ancillary Amenity, subject to the provisions of the By-Laws.

In the event of a Bulk Sale by the Sponsor of all or some of its unsold Units, the transferee successor Sponsor will be bound by the same rights and obligations of the Sponsor. A Bulk Sale shall be the sale of ten (10) or more Units to a single purchaser.

Limited Common Elements

Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more Units.

The Limited Common Elements in this Condominium are the balconies and terraces allocated to the Units as shown on the Floor Plans. See Schedule A for additional information regarding the Limited Common Elements.

The Common and Limited Common Elements are not subject to partition nor are they

severable from the Units except in accordance with The Condominium Act (Article 9-B of the Real Property Law).

Common Charges

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

All Unit owners are obligated to comply with the Declaration of the Condominium, the By Laws of the Condominium and any other requirements laid out by the Condominium Board.

Ownership/Leasing of Units

Other than as set forth herein, there is no restriction upon ownership of a Unit.

Any Unit Owner may sell or lease his or her Unit to anyone, without restriction or limitation, subject only to Civil Rights laws (i.e.: Seller will not discriminate in the sale or lease of Units on the basis of race, creed, sex, color, disability, marital status, sexual orientation, or national origin, or other grounds prohibited by law). Note that the following is merely a summary of conditions for the resale or lease of a Unit, and you are referred to Article 7 of the By-Laws attached hereto for detailed restrictions on sale, resale or leasing of Units. Any deed to a subsequent purchaser must provide that the acceptance thereof by the grantee constitutes an assumption of the provisions of the Declaration, the By-Laws, and the rules and regulations of the Condominium as they may be amended from time to time.

No Unit Owner may convey or mortgage title to his Unit without including therein the appurtenant interest.

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

Powers/Duties of Condominium Board

The Condominium Board has the power and responsibility for the operation of the Condominium. These responsibilities include, among other things, the care, upkeep and maintenance of the Common Areas, collection of Common Charges from the Unit Owners, employment of personnel, adoption and amendment of rules and regulations, maintenance of bank accounts, obtaining insurance, making repairs, additions, improvements or alterations to the Common Elements, repair, reconstruction and restoration of damage by fire or other casualty, and such other functions as may be required in connection with the operation and maintenance of the

Property. The Condominium Board will elect a President, a Secretary and a Treasurer. No member of the Board nor any officer will receive any compensation for acting in such capacity. The Board may engage a manager or managing agent to perform any of its delegable duties as provided in the By-Laws of the Condominium and may pay such manager or managing agent such compensation as the Board deems desirable. See Section "Rights and Obligations of Condominium Board."

Voting

Each Unit is entitled to vote as follows: all Unit Owners will be entitled to one (1) vote for each Unit owned in all matters which require a vote of the Unit Owners, including Board elections. Except in those instances where the New York Condominium Act, the Declaration or the By-Laws provide otherwise, all matters to be decided by the vote of Unit Owners will be decided by a majority vote thereof.

All conflicts that may be resolved by arbitration pursuant to NYS law, between Unit owners and the Condominium Board, between Condominium Board Members, or between sponsor and the board, with respect to the Condominium, or to break any deadlock in voting in any matter, must be submitted to arbitration for resolution by a single arbitrator in a proceeding in Kings County or other mutually agreed to location in accordance with the existing rules of the AAA or any successor organization within 90 days of the dispute. The arbitrator shall be a third party mutually agreed upon by affected parties and shall be neutral and independent of any parties involved. Costs shall be shared equally by the parties. Each disputant shall also be responsible for fees and expenses of counsel and expert witnesses. The parties are giving up the right to bring suit in court, including trial by jury. Arbitration awards are generally final and binding, and a party's ability to appeal this decision is very limited. This provision does not abrogate a party's rights under Article 23-A of the New York General Business Law. This does not include dispute between a Purchaser and the Sponsor with respect to the Purchase Agreement. In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium, or to break any deadlock in voting, any disputes involving the condominium shall seek to be settled by arbitration. The Arbitration provisions do not preclude an owner from exercising their rights under Article 23-a of the General Business Law and the regulations promulgated thereunder. The arbitrator shall be a third party mutually agreed upon by affected parties. See Section "Rights & Obligations of Condominium Board, Summary of Bylaws" for details.

Real Estate Taxes

Each Unit will be separately taxed for real estate tax purposes and, therefore, no Unit Owner is liable for the payment of real estate taxes on any Unit other than his own. No Unit is subject to the lien of a mortgage on any other Unit.

Insurance

Fire and liability insurance covering the entire Condominium are included with other items as part of the Common Charges, but fire and liability insurance for the purchaser's personal effects in the interior of each Unit, including, but not limited to decorations, painting, furniture or improvements made by the Unit Owner, should be carried out by the individual purchaser. Each

Unit Owner desiring such coverage on his personal effects must purchase his own policy at his own cost and expense. All policies purchased by Unit Owners must contain waivers of subrogation and must contain provisions to the effect that the liability of the carriers issuing insurance procured by the Condominium Board shall not be affected or diminished by reason of the policy or policies carried by Unit Owners.

Painting/Decoration of Common Elements and Units

All painting and decorating of exterior portions of the Building and Common Elements as well as all repairs and replacements to the Common Elements shall be made by the Condominium Board through its officers, its manager or managing agent. No further approval of the Unit Owners shall be required for the foregoing, regardless of the cost, and such costs will be charged to the Unit Owners as Common Charges, except to the extent that the same may be charged to a particular Unit Owner if such costs are necessitated by his negligence or misuse.

Each Unit Owner may decorate the interior of his or her Unit in any manner that he or she desires, subject to compliance with the Condominium's By-Laws and the Rules and Regulations promulgated pursuant thereto and will be solely responsible for the cost and expense of maintaining, repairing, painting and maintaining casualty and liability insurance on his or her Unit.

Appliances

Sponsor is not providing laundry or kitchen appliances, blinds, or shades to the residential Units; it will be the responsibility of each Unit owner to provide them at his or her own cost, separate from the Unit's purchase price. The Sponsor will provide hook-ups for a stacked domestic type electric washer and vented gas dryer for all residential Units except Unit 704. All residential Units will have a laundry closet space for stacked washers and dryers, except Unit 704, which does not have a laundry closet. Unit Owners shall be responsible for purchasing laundry equipment. The Sponsor will provide each Unit with a hookup for a refrigerator, microwave, dishwasher and stove in the kitchen for each residential Unit, except Units 204, 304, 404, 504, 604 and 704, which are not equipped with electrical or plumbing hookups for a dishwasher. Auxiliary kitchens will have a hookup for a stovetop/oven. A stove is not required to receive a Certificate of Occupancy or a Temporary Certificate of Occupancy from the DOB. Only a gas line signoff is needed. Sponsor will comply with all applicable laws, regulations, and rules concerning procuring the gas-line sign-off. In the event that a stove installation is needed to procure the gas line signoff, the Sponsor will install a stove temporarily to obtain the signoff and remove it after signoff is procured and Purchaser installs a stove, or Purchaser may have a stove installed as an upgrade at Purchaser's expense. See Part II, "Description of Property" for further details.

Carbon Monoxide Detectors

The Sponsor is providing combination carbon monoxide/smoke detectors in each Unit at each level in accordance with the Administrative Code of the City of New York. See Part II, "Description of Property" and "Definitions" for further details.

Purchasers for Occupancy or Investments

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

Limitations on Purchase of Units

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

Contents of Part II

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

The form of Unit Owner's Power of Attorney that each Unit Owner will be required to give to the Condominium Board and to Sponsor pursuant to Article 14 of the Declaration, set forth as Document No. 6 in Part II of the Plan. The Power of Attorney permits the Condominium Board to file an instrument affecting the condominium with respect to compliance with laws, zoning, easements, etc. For more details, see the form annexed as Document No. 4 in Part II of the Plan. The form of deed that Sponsor will issue to purchasers of Units is set forth as Document No. 5 in Part II. A detailed description of the physical condition of the Property is set forth in Part II as Document No. 1, entitled "Description of Property", which includes an architect's/engineer's report describing the property, and should be reviewed carefully by prospective purchasers.

Floor plans of the Units are set forth in Part II as part of Document Number 1.

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

Parts I and II constitute the entire offering and contain all the detailed terms of the offer and all the material items of the transaction. The exhibits submitted to the Department of Law in connection with the filing of the Plan contain additional supporting documentation. All of these are available for inspection and copying to prospective purchasers and their attorneys during

regular business hours at the office of the attorneys for the Sponsor, the office of the selling agent, the office of the Sponsor and the on-site office whenever the on-site office is open. There will be no charge for inspection. However, there will be a charge of forty cents ($0.40) per page for copying. The Plan and exhibits are also available for inspection and copying by appointment (at a current charge of $0.25 per page) at the Department of Law, 28 Liberty Street, 21st Floor, New York, New York 10005. There is a $25.00 deposit required for each copy of the book, which will be refunded if it is returned to the Sponsor in good condition, normal wear and tear excepted.

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

C. DEFINITIONS

The following words as hereinafter referred to shall be defined as follows:

1. Ancillary Amenities: shall mean the Storage Lockers, Bicycle Storage Spaces, and Parking Spaces. All Ancillary Amenities are Residential Common Elements.

2. Ancillary Amenity Areas: shall mean, collectively, all areas in the Building containing Ancillary Amenities. All Ancillary Amenity Areas are Residential Common Elements.

3. Ancillary Amenity Escrow: shall mean that escrow account in which proceeds from the sale of the Ancillary Amenity are held.

4. Ancillary Amenity License: shall mean the agreement pursuant to which an Ancillary Amenity is licensed to a Residential Unit Owner.

5. Ancillary Amenity Licensee: shall mean any Residential Unit Owner who licenses an Ancillary Amenity at the time in question. All such Residential Unit Owners are collectively referred to as "Ancillary Amenity Licensees."

6. Below Grade: means below first floor or ground floor level.

7. Bicycle Storage Space: shall mean of the available areas in the Bicycle Storage Room. Each Bicycle Storage Space shall be a Residential Common Element. Any reference in the Plan to "owning a Bicycle Storage Space" means that the Unit Owner has entered into a Bicycle Storage Space License for the right to use the Bicycle Storage Room for the storing of one bicycle for each Bicycle Storage Space License purchased.

8. Bicycle Storage Room: shall mean an area located in the cellar of the Building containing the Bicycle Storage Spaces. The Bicycle Storage Room is a Residential Common Element.

9. Bulk Sale: shall be the sale of 20% or more of the Units in the building by a single purchaser for investment purposes.

10. Common Charges: Assessments by the Condominium Board of the Condominium upon the Unit Owners, in proportion to their respective interests in the Common Elements for the purpose of paying common Expenses. **NOTE**: These charges are payable by the Unit Owners of the building on a monthly basis.

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

12. Common Expenses: Expenses for which Unit Owners shall be proportionately liable and includes the actual and estimated expenses of operating the property, assessments relating to repair, maintenance, replacements, management and operation of each individual Condominium, and reasonable reserves for such purposes as found and determined by the Condominium Board, and sums designated as Common Expenses by or pursuant to the Condominium Documents.

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

14. The Condominium: The 37 Walton Street Condominium, proposed to be created and organized as provided for in this Offering Plan, consisting of land, building, and appurtenances of the building.

15. Condominium Board: The governing body of the Condominium, being the group selected, authorized and directed to manage and operate the Condominium individually as provided by the New York Condominium Act, the Declaration and the By-Laws. The Condominium Board will manage and operate the building as provided by the New York Condominium Act, the Declaration and the By-Laws.

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

17. Consummation of the Plan: means filing the declaration of condominium and the first transfer of title to a condominium Unit to at least one purchaser under the plan following a declaration of effectiveness by the Sponsor and acceptance of the amendment by the Department of Law confirming or declaring that the plan is effective.

18. Contract Date: the date Purchaser's attorney receives a fully executed Purchase Agreement.

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

20. Downpayment: means the amount deposited by the Purchaser with the escrow agent at the time of the execution of the Purchase Agreement. The amount shall be no greater than 10% of the purchase price for the contracted-for Unit.

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

22. Financing Contingency Expiration Date: means forty-five (45) days from the Contract Date.

23. First Class Condition: shall mean same as new, excepting normal wear and tear.

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

25. General Common Charges: Assessments by the Condominium Board of the Condominium upon all Unit Owners and Ancillary Amenity Licensees, in proportion to their respective interests in the General Common Elements for the purpose of paying General Common Expenses.

26. General Common Elements: shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration and the Tax Lot Drawings except with respect to the Ancillary Amenities, which are available only for use by the licensee of the particular Ancillary Amenity.

27. General Common Expenses: shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the General Common Elements; or (ii) the establishment and/or maintenance of a general operating reserve fund for working capital, for replacements with respect to the General Common Elements.

28. Independent Board Member: shall mean Condominium Board members elected to the Condominium Board and not appointed to the Condominium Board by the Sponsor.

29. "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.

30. Lender: Either of Sponsor's Preferred Mortgagees or Purchaser's Preferred Lender.

31. Limited Common Elements: Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more Units. The Limited Common Elements in this Condominium are the balconies and terraces allocated to the Units as shown on the Floor Plans. See Section "Introduction" for information regarding the Limited Common Elements in this Condominium.

32. Liquidated Damages: shall mean the Downpayment plus any Sponsor expenditures for special work or upgrades to the Unit ordered by Purchaser.

33. Lot Line: shall mean the boundaries of the tax lot as determined by the City of New York Department of Finance, Real Property Assessment Bureau. Lot line windows, if any, are windows located on the edge of the lot, in the event the building is constructed on the lot lines.

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

35. Parking Space: shall mean any parking space located in the Parking Space Area. Each Parking Space is a Residential Common Element. Any reference in the Plan to "owning a Parking Space" means that the Residential Unit Owner has entered into a license for the Parking Space.

36. Parking Space Area: shall mean an unattended area located in the cellar of the Building containing the Parking Spaces. The Parking Space Area is a Residential Common Element.

37. Property: The land described in the Declaration (see Document No. 6) which is subject to the Condominium Act by the Declaration, together with all improvements thereon and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof.

38. Purchaser's Preferred Lender: Any Institutional Lender that is not either of Sponsor's Preferred Mortgagees.

39. Residential Common Charges: Assessments by the Condominium Board of the Condominium upon only the Residential Unit Owners, in proportion to their respective interests in the Residential Common Elements for the purpose of paying Residential Common Expenses.

40. Residential Common Elements: shall mean those portions of the Common Elements either existing for the common use of the Residential Units or the Residential Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Residential Units, as more particularly described in the Declaration and the Tax Lot Drawings, except with respect to the Ancillary Amenities, which are available only for use by the licensee of the particular Ancillary Amenity.

41. Residential Common Expenses: shall mean all costs and expenses to be incurred generally by the Residential Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Residential Common Elements and/or the Residential Limited Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or Residential Limited Common Elements.

42. Residential Common Interest: shall mean the proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals 100%. The Residential Common Interest is the basis for determining a Residential Unit Owner's liability for such Unit Owner's share of the Residential Common Expenses.

43. Sponsor: As used in New York State regulations pertaining to newly constructed and vacant condominium, the word "Sponsor" means "any person, partnership, joint venture, corporation, company, trust, association or other entity or agent thereof who makes or takes part in a public offering or sale in or from the State of New York of participation interests or investments in real estate including condominium interests in realty." The Sponsor of this offering plan is 33 Walton Holdings LLC.

44. Sponsor Board Member: means any Condominium Board member appointed and designated by the Sponsor.

45. Sponsor's Preferred Mortgagees: shall mean ABC Mortgage Corp., 791 Kent Avenue, Brooklyn, NY 11205, (718) 923-9000 ext. #216, Att.: Eli Katz, eli@abcmortgageny.com.

46. Successor Sponsor: shall refer to a purchaser of Units sufficient to constitute a Bulk Sale. In this plan a Successor Sponsor shall refer to an owner that purchases two (2) or more Units.

47. TIME IS OF THE ESSENCE: means one party must fulfill his or her obligations within a certain time frame. Failure to complete the required task on time is regarded as a breach of contract.

48. Unit: Any space designated as such in the Declaration of the Condominium consisting, generally, of the floor space described in the floor plans to be filed simultaneously with the Declaration.

49. Unit Owner: The person or persons owning a Unit in fee simple absolute.

50. Unsold Ancillary Amenity shall mean an Ancillary Amenity owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of Sponsor at the time in question. All such Unsold Ancillary Amenities are collectively referred to as the "Unsold Ancillary Amenities."

51. Unsold Unit: shall mean a Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of Sponsor at the time in question. All such Unsold Units are collectively referred to as the "Unsold Units."

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

D. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

This description of the property and improvements is intended to provide a general outline of the land, building and Units, but shall not be interpreted as enlarging in any manner, directly or by reference, the obligations or liability of the Sponsor as set forth in this Plan. A more detailed description of the building and property, including the Engineer's Report and floor plans is set forth in the "Description of Property", Document No. 1 in Part II of the Plan.

The land is known by street address as 427 Marcy Avenue, Brooklyn, New York. The building is located at the northwesterly corner, formed by Marcy Avenue and Walton Street. The land is located in a C2-4 commercial overlay in R7A residential district and permits commercial and residential use as of right.

Environmental

Sponsor has retained Brussee Environmental Corp. ("BEC") to prepare a summary of the environmental status of the property located at 37 Walton Street, Brooklyn, New York 11206 (Block 2245, Lots 1 and 5) (the "Site").

Site History

Prior to redevelopment, the Site consisted of two lots (former lot 1 and former lot 5). Former lot 5 was developed with a one-story commercial building utilized as a grocery store and former lot 1 was a vacant one-story warehouse building. Former uses of the two lots includes an iron works operation (1887), smelting and refining (1904), metal door manufacturer (1918, rubbish/junk storage (1918), auto body repair shop (1949), garage and drum storage and cleaning (1947), Charles Pfizer Co. Inc, (1965), warehouse and auto sales (1980s), office furniture supply and electric supply (1990s), plastic bag company (2000s), and grocery store (2000s).

Areas of concerns outlined in the Phase I Screening report included the following:

Former Auto Repair Use: An auto repair use was identified for Lot 5 in the 1940s. Auto repair facilities are involved with the storage and use of hazardous materials, such as petroleum and petroleum-containing products and solvents.

Historic Site Uses: Some of the past uses identified for the Site (former lot 1), including an iron works; smelting and refining company; metal door manufacturer; a steel drum cleaning use; and a chemical company (Pfizer) may have been associated with the use and storage of hazardous materials, including solvents and metals. No violations or hazardous materials in connection with the historical manufacturing operations were identified for the Site in the regulatory database; however, due to the long duration of manufacturing uses at the Site and the likely use of other petroleum products and hazardous substances, it is likely that the historical use of the property for manufacture and industrial uses has resulted in a release of hazardous substances to the subsurface and represents a recognized environmental concern. In

addition, a fuel company was identified for former lot 5 in 1985. It could not be determined whether this use was an office use or whether fuel delivery trucks and were stored on-site.

Underground Gasoline Storage Tank: An underground gasoline storage tank was identified for former lot 1 on the 1947 Sanborn map. All underground storage tanks encountered during inspection have been excavated.

The property was assigned an E-designation (E-282) for Hazmat, Noise and Air. Hazmat RAR was submitted to and approved by OER. Site achieved a Track 2 Restricted Residential Cleanup. Because a Track 2 Restricted Residential Remedial Action was achieved, no restrictions no Engineering Controls or Institutional Controls are required for this project, and a Site Management Plan is not required.

Description of E designation for noise and air quality, requirements and compliance:

Noise Compliance:

Noise E requires residential interior noise level of 45 dBA and installation of an alternate means of ventilation (AMV). An interior Noise Test was performed by Longman Lindsey (an acoustical consultant) within four of the worst case scenario rooms (as determined by rooms with largest area of windows/doors) in June 2024. The test results as noted in the Interior Noise Testing Results Ver2 report dated July 14, 2024 confirm all four measurement locations conform to the required interior level of 45 dBA. The Rooftop Energy Recovery Ventilator (ERV-2) and Rooftop Make up Air Unit (RTU-1) installed on the roof and stair bulkhead, respectively provides AMV by operating continually to provide fresh outdoor air into the building. The rate of outside air (cfm) delivered to each residential unit meets or exceeds the values specified in the 2014 New York City Mechanical Code Table 403.3. The Noise E-designation will remain.

Air Quality Compliance:

(i) Air requires flues/exhausts for gas fired HVAC/hot water equipment to be installed at a minimum height above grade and specific distances from lot lines to avoid any potential significant adverse air quality impact. The stack location requirements were modified according to a study conducted by Joel Soden dated February 11, 2026. Based on the modifications approved by the Department of Housing Preservation and Development (HPD) on February 25, 2026, the updated requirements are: RTU exhaust stack must be located at least 97.3 feet above local NAVD88 grade, no more than 36 feet 1 inch from the lot line facing Marcy Avenue and 24 feet 3 inches from the lot line facing Walton Street. The center of the hot water HWHs exhaust vent(s) must be located at least 103.4 feet above local NAVD88 grade, no more than 27 feet 5 inches from the lot line facing Marcy Avenue and 51 feet 9 inches from the lot line facing Walton Street.

(ii) The flue associated with the Rooftop Make up Air Unit (RTU-1) model RN-025-3-

H-DABY-V0-21-000-e exhausts directly from the side of the heater at a height of 97 feet 3 inch above grade (meets requirement). It is 31 feet 5 inches from the lot line facing Marcy Avenue and 24 feet 3 inches from the lot line facing Walton Street (meets requirement).

(iii) The flues associated with the hot water heater tanks installed in each residential unit all enter the adjacent shafts and terminate on the roof at a height of at least 103 feet 4 inches above grade (meets requirement). They are all at least 27 feet 5 inches from the lot line facing Marcy Avenue (meets requirement) and at least 51 feet 9 inches from the lot line facing Walton Street (meets requirement). The Air E-designation will remain.

Hazardous materials: Because a Track 2 Restricted Residential Remedial Action was achieved, no Engineering Controls or Institutional Controls are required for this project, and a Site Management Plan is not required.

Summary of the work performed at the site / cleanup description:

Excavation to a depth of approximately 9 ft below grade was performed in the area of the building with additional deeper excavation to 14 ft for the elevator pit. To eliminate the need for underpinning of the adjacent building to the north, the top 4 ft of soil/fill along the northern property line was removed to install the mat slab at the same elevation of the adjacent building. Excavation to a depth of 4 ft below grade was performed in the rear courtyard to remove soil/fill above Residential SCOs and to install a drywell. Removed three underground storage tanks (one 2,000-gallon No. 2 fuel oil tank, one 2,000-gallon (previously abandoned in place) on the property boundary, and one 550-gallon No. 2 fuel oil tank) and properly removed petroleum contaminated soil encountered below the 2,000-gallon No. 2 fuel oil tank to the satisfaction of the NYSDEC (Spill No. 1808166 closed on 10/17/2025). All tanks were properly removed and clean end point samples were obtained from soils below the tanks. FDNY tank removal affidavit was obtained. Transported and disposed of 7,983.22 tons of soil/fill material at permitted facilities. Collected and analyzed endpoint soil samples to determine the performance of the remedy with respect to attainment of SCOs. Metals and SVOCs slightly exceeded Unrestricted Use SCOs, but all results were below Restricted Residential Use SCOs. A Track 2 Restricted Residential Cleanup was achieved for the Site. As part of the construction, a composite cover system was installed consisting of the building's concrete slab, and rear courtyard's concrete slab, and installed a 20-mil vapor barrier behind all exterior foundation walls to grade, building slab and below/around the elevator pit.

There are no restrictions other than, as with all city projects, the prohibition from groundwater use.

The remediation is completed, and the site has achieved a Track 2 Restricted Residential Cleanup as per Hazmat Remedial Action Report approved by OER. NYC OER EPIC website link for the property is available at: NYC OER / EPIC https://a002-epic.nyc.gov/app/workspace/3263/docrepository.

Soil/fill results collected as part of Remedial Investigation before Remedial Action showed the following:

(1) No pesticides concentrations.
(2) Trace concentrations of several VOCs were detected; however, only acetone (71 µg/kg) was detected above Unrestricted Use SCOs;
(3) Trace concentrations of several VOCs were detected; however, only acetone (71 µg/kg) was detected above Unrestricted Use SCOs;
(4) One PCB, PCB-1260 was detected above the Unrestricted Use SCO (420 µg/kg) in one shallow soil sample;
(5) Several metals including arsenic (14.9 mg/kg), barium (max. of 537 mg/kg), copper (max of 169 mg/kg), lead (max. of 1,040 mg/kg), mercury (max. of 9.04 mg/kg), and zinc (max. of 831 mg/kg) were detected at concentrations exceeding Unrestricted Use SCOs. Barium, lead and mercury exceeded Restricted Residential Use SCOs in three shallow samples; and

Overall, the soil results were consistent with data identified at sites with urban fill material in NYC.

Soil vapor samples collected during the RI before Remedial Action showed the following:

(1) Moderate levels of petroleum related VOCs and chlorinated VOCs. The total concentration of petroleum-related VOCs (BTEX) ranged from 16.72 µg/m3 to 252.08 µg/m3. Highest concentrations were detected for chloroform at 1,480 µg/m3;

(2) Trichloroethylene (TCE) was detected in four of the five soil gas samples at a concentration ranging from 0.95 µg/m3 to 173 µg/m3; carbon tetrachloride was detected in all five samples with a maximum concentration of 10.2 µg/m3; tetrachloroethylene (PCE) was detected in all five samples with a concentration ranging from 2 µg/m3 to 426 µg/m3; and 1,1,1-trichloroethane (TCA) was detected in all five soil gas samples with a maximum concentration of 238 µg/m3; and

(3) Concentrations of the chlorinated VOCs (PCE, TCE, TCA, and Carbon Tetrachloride) were above the monitoring and mitigation level ranges established within the NYSDOH soil vapor guidance matrix.

A Track 2 Restricted Residential Remedial Action was achieved. Therefore no Engineering Controls or Institutional Controls are required for this project, and a Site Management Plan is not required. OER will remove the E-designation for Hazardous Materials. A vapor barrier and composite cover system were installed as part of building construction and do not require inspections and/or certification reports.

Remediation was completed in 2025, and a Notice of Satisfaction is projected to be received by July 2026.

There will be one (1) building on the site which is currently being constructed and when complete will consist of seven (7) stories and a cellar and contain twenty-four (24) residential Units and one (1) commercial Unit. The building will have an elevator. See "Schedule A - Offering Prices and Related Information" and the Architect's Report and Floor Plans in Part II of the Plan for further details.

There will be twenty-four (24) Residential Units located on Floor 2 through Floor 7, the square footages of which are set forth on Schedule A.

Purchasers are urged to consult the Floor Plans and Description of Property and Improvements contained in Part II of the Plan for details regarding the Residential Units.

The Building will contain twenty-four (24) Storage Lockers. The approximate square footages and Purchase Prices of the Storage Lockers are set forth in the section of the Plan entitled "Schedule A – Purchase Prices of Units and Related Information." A Storage Locker may be used only for the storage of personal effects of a Residential Unit Owner, and in no event shall any food or other perishable item be stored therein. Purchasers are advised that field conditions may require that certain Storage Lockers contain mechanical equipment, including without limitation pipes, ducts, ductwork, conduits, shafts, shaftways, chases, and chaseways. In such event, Purchasers will not be entitled to any credit, offset, or reduction in the Purchase Price of the Residential Unit or otherwise be relieved from any obligation under the Purchase Agreement.

The Building will contain twelve (12) Bicycle Storage Spaces. The Purchase Prices of the Bicycle Storage Spaces are set forth in the section of the Plan entitled "Schedule A – Purchase Prices of Units and Related Information." A Bicycle Storage Space License shall not be attributable to any specific area within the Bicycle Storage Room, but rather the purchase of a Bicycle Storage Space License will entitle such licensee the right to use the Bicycle Storage Room for the parking of one bicycle. A Bicycle Storage Space may be only used for the storage of one standard-sized bicycle of the licensee, and may not be used for the storing of scooters, mopeds, or other motorized vehicles or any personal property belonging to any occupants. The areas within the Bicycle Storage Room shall be available on a first-come, first-serve basis. The Bicycle Storage Room shall not include a rack system or otherwise any mounting or parking installations. Each licensee shall remain solely responsible to purchase and equip their own bicycle locks or otherwise provide for any security with respect to their bicycle, with the understanding that neither Sponsor nor the Condominium Board shall be responsible for any loss or theft relating to any bicycles or other personal property stored in the Bicycle Storage Room.

The Building will contain nine (9) Parking Spaces. Parking Spaces will be located in the Parking Space Area of the Building, shown on the Floor Plans set forth in Part II of the Plan. The approximate square footages and Purchase Prices of the Parking Spaces are set forth in the section of the Plan entitled "Schedule A – Purchase Prices of Units and Related Information." Licensees shall pay their pro-rata shares of the projected costs incurred by the Condominium attributable to operation of the Parking Space Area, including without limitation labor, electricity, insurance, management fee, cleaning, maintenance, and/or other associated costs, to the extent applicable ("Parking Space License Fees"). The Parking Space License Fees shall be payable and collected in the same manner as Common Charges. Purchaser hereby expressly acknowledges and agrees

that failure to pay its share of the Parking Space License Fees will be treated by the Condominium Board in the same manner as failure to pay Common Charges.

A Parking Space may be used only for parking passenger automobiles and motorcycles. Due to variances in dimensions, each Parking Space may vary in terms of its capability to accommodate vehicles of different sizes. No representation is made as to the type or size of vehicles that can be accommodated in any particular Parking Space.

Although the Ancillary Amenity Area(s) are Residential Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell licenses for Ancillary Amenities located therein and retain all proceeds of such sale. The Condominium will not be entitled to any of the proceeds from the sale of the Ancillary Amenity licenses. An Ancillary Amenity may only be licensed or sublicensed to another Residential Unit Owner or a Purchaser who is simultaneously purchasing a Residential Unit and in no event shall be transferred independently of the ownership of a Residential Unit.

Based upon market conditions, until such time as Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity, Sponsor reserves the right to withdraw the offering of any particular Ancillary Amenity category and/or to reduce the number of Ancillary Amenities offered within any such category. After such time that Sponsor has entered into a Purchase Agreement with respect to the sale of an Ancillary Amenity in any particular Ancillary Amenity category, Sponsor may withdraw or reduce the offering of any Ancillary Amenities in such category but only to the extent that such withdrawal or reduction does not affect any Ancillary Amenities already under contract. If, subject to the foregoing limitations, Sponsor elects to withdraw or reduce the offering of any Ancillary Amenities, then such withdrawal or reduction shall be disclosed by Sponsor in an amendment to the Plan, and Sponsor shall have the right to utilize such Ancillary Amenity Area(s) for any use as determined by Sponsor in its sole discretion. Furthermore, in the event of such withdrawal or reduction, with respect only to Purchasers (i) who have not entered into Purchase Agreements for Ancillary Amenities and (ii) who have entered into Purchase Agreements for Ancillary Amenities unaffected by the withdrawal or reduction, such Purchasers shall not be relieved of any of their obligations under their respective Purchase Agreements as a result of such withdrawal or reduction, including, without limitation, the obligation to purchase the Residential Unit.

An Ancillary Amenity License shall automatically terminate at such time as the Licensee no longer owns a Residential Unit, unless the Ancillary Amenity License is assigned to and assumed by another Residential Unit Owner in accordance with the terms of the Ancillary Amenity License and the Condominium Documents. A Licensee may also voluntarily surrender an Ancillary Amenity License to the Condominium Board. Ancillary Amenity Licensees shall be responsible for any and all Ancillary Amenity License fees associated with their respective Ancillary Amenity in addition to Common Charges. The Condominium Board may elect to terminate an Ancillary Amenity License in the event that the Licensee defaults in its obligations under the Ancillary Amenity License beyond any applicable cure periods or as otherwise provided for in the Ancillary Amenity License. Upon the surrender or termination (for any reason whatsoever) of an Ancillary Amenity License, the Condominium Board shall have the right in its sole discretion to issue a new Ancillary Amenity License for the Ancillary Amenity to another

Residential Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate the former Licensee therefor.

Purchasers should not purchase a Unit in reliance on the use or availability of any Ancillary Amenity and Sponsor does not make any representation of the availability of any particular Ancillary Amenity.

The Condominium will contain one (1) commercial Unit. The commercial Unit is being offered for sale.

Purchasers should refer to the section of the Plan entitled "Commercial Unit" for a detailed description of the commercial Unit.

The cellar, which contains accessory space for Unit C1, utility rooms and storage rooms retained by the Sponsor, may not be used for bedrooms, dining rooms, or any other use considered to be a "habitable space" as defined by the New York State Building Code. Additionally, spaces in the cellar may not be rented independently. Rental or use by the owner as living or sleeping quarters may result in an Environmental Control Board (ECB) violation being issued by the New York City Department of Buildings, which would be the responsibility of the Unit owner to cure. Purchasers should note that cellar space has less light and air and is more susceptible to dampness.

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

Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more Units. The Units will be allocated Limited Common Elements as follows: Units 201 and 603 are each allocated two (2) terraces; Units 202-204, 602 and 604 are each allocated a terrace; Units 302, 304, 404, 504 and 704 are each allocated a balcony; Units 301, 303, 401-403, 501-503 are each allocated two (2) balconies; Units 601, 701 and 703 are each allocated a balcony and a terrace. See Part II, "Description of Property" for further details.

Sponsor is not providing laundry or kitchen appliances, blinds, or shades to the residential Units; it will be the responsibility of each Unit owner to provide them at his or her own cost separate from the Unit's purchase price. The Sponsor will provide hook-ups for a stacked domestic type electric washer and vented gas dryer for all residential Units except Unit 704. All residential Units will have a laundry closet space for stacked washers and dryers, except Unit 704, which does not have a laundry closet. Unit Owners shall be responsible for purchasing laundry equipment. The Sponsor will provide each Unit with a hookup for a refrigerator, microwave, dishwasher and stove in the kitchen for each residential Unit, except Units 204, 304, 404, 504, 604 and 704, which are not equipped with electrical or plumbing hookups for a dishwasher. Auxiliary kitchens will have a hookup for a stovetop/oven. Purchasers should note that the Sponsor is not providing a

stove. A stove is not required to receive a Certificate of Occupancy or a Temporary Certificate of Occupancy from the DOB. Only a gas line signoff is needed. Sponsor will comply with all applicable laws, regulations, and rules concerning procuring the gas-line sign-off. In the event that a stove installation is needed to procure the gas line signoff, the Sponsor will install a stove temporarily to obtain the signoff and remove it after signoff is procured and Purchaser installs a stove, or Purchaser may have a stove installed as an upgrade at Purchaser's expense. See Part II, "Description of Property" for further details.

The property will be improved, and the Units built in accordance with all applicable zoning and building laws, regulations, codes, and other government requirements. The proposed project is governed by New York City zoning laws and the Building Code.

The Units and Common Elements will be built in accordance with this Plan and with the Plans and Specifications filed with the Department of Buildings as the same may be amended. The Units, when fully completed, will comply with all applicable rules, regulations, laws and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction. The Plans and Specifications will be available for inspection at the Sponsor's office on the Property.

The approximate area (within reasonable tolerances) calculates the square footage as the area of each Unit consisting of the area measured horizontally from the outside face of the glass window and/or exterior walls to the centerline of the partitions separating one Unit from another Unit or to the center line of the partitions separating a Unit from corridors, stairs, elevators and other mechanical equipment spaces that are not part of the Unit. Each Unit consists of the area measured vertically from the top of the floor to the underside of the ceiling. The Square footage in the Schedule A is not based upon measurements from interior surfaces or interior walls, and the usable floor areas comprising the Units are significantly less than the areas listed in Schedule A. Dimensions shown on the floor plans reflect the approximate interior dimensions of main areas of the Unit.

No Unit Owner shall be deemed to own the structural walls, supporting columns, pipes, wires, conduits or other public lines running through the Unit which are utilized for or serve more than one (1) Unit. Any area or installation which is designated on the Floor Plans as part of a Unit shall be considered as part of said Unit.

The Sponsor reserves the right to amend or modify such plans, specifications and description of property (including changes in area, floor plans and allocation of space, changes in materials, and other construction details) and substitute in place of any materials and other construction details set forth herein or in Document No. 1 in Part II of this Plan, materials and other construction details of Equal or Better Quality; provided that the Sponsor may not change the size, location of buildings or Units, other improvements or common elements if such changes affect the percentage of common interests or adversely affect the value of any Unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected Unit owners and contract vendees consent in writing to such change, and provided that the approval of any governmental authority having jurisdiction thereover, if necessary, is first obtained. A decrease in area of 5% or less could be material and trigger a right of rescission. However, there

is a rebuttable presumption that an area that is diminished by 5% or less is not material. See Section "Changes in Prices and Units" for further details. All references in this Plan to "Plans and Specifications" shall mean the aforesaid plans and specifications for the Building prepared by the Sponsor's Architects and Engineers as the same may have, from time to time, been amended or changed, or may, from time to time, hereafter be amended or changed in accordance with the provisions of this paragraph.

Water is provided by the City of New York, and the Units will be billed together for water consumption as a Common Charge. Natural gas is provided by National Grid Corporation. Each Unit will be separately metered and billed. Telephone service will be provided by local telephone service providers, and each Unit Owner will be billed directly by the provider. Electricity is provided by Consolidated Edison Co. Each Unit is metered and billed separately. Storm water is carried into the New York sewer system as is the entire sanitary waste from the building.

The Building is subject to Local Law 97 (LL97) of 2019, which mandates that most buildings over 25,000 square feet reduce greenhouse gas emissions by 40% by 2030 and reach net-zero by 2050. The Building will comply with LL97.

Estimate of Completion

The building and Units are presently under construction. The Sponsor projects that the building and Units will be completed by August 2026. However, Sponsor makes no warranty or guarantee that the building and Units will be completed by said date.

E. LOCATION AND AREA INFORMATION

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

The land is known by street address as 427 Marcy Avenue, Brooklyn, New York. The building is located at the northwesterly corner formed by Marcy Avenue and Walton Street. The land is located in a C2-4 commercial overlay in R7A residential district and permits commercial and residential use as of right. The Building is situated in the section of Brooklyn known as Williamsburg.

The primary access roads are Flushing Avenue, Union Avenue and Park Avenue. The Williamsburg Bridge, Manhattan Bridge, Brooklyn Bridge, the Prospect and Gowanus Expressways, and the Hugh L. Carey Tunnel are closely accessible via the Brooklyn-Queens Expressway which is accessible via Broadway.

The Condominium is located in a primarily residential neighborhood with convenient residential amenities. The immediate area consists of multi-occupancy housing with elementary schools within walking distance. Located nearby are public, private and parochial schools, religious institutions, synagogues, day care centers and senior citizen centers. The nearest police station is the 90th Precinct, 211 Union Avenue, Brooklyn, NY 11211, approximately four tenth (4/10) of a mile away. The Fire Department has FDNY Engine 230, 701 Park Avenue, Brooklyn, NY 11206, approximately three tenth (3/10) of a mile away. The Woodhull Medical and Mental Health Center, 760 Broadway, Brooklyn, NY 11206, approximately one half (1/2) of a mile and away.

Many retail facilities such as supermarkets, fruit and vegetable stores, meat and fish stores and bakeries exist on the surrounding streets. Complete shopping needs and services are available nearby. The Condominium is within walking distance of banks, restaurants, hotels, parks and subway and bus transit. The MTA subway station, Flushing Avenue Station, on the G subway line is accessible from Union Avenue approximately one tenth (1/10) of a mile away. The B48 bus line can be accessed on Marcy Avenue.

The City of New York provides police, fire, sanitation, snow removal and road maintenance services.

There are no Sponsor projects that are pending adjacent to, or in the immediate vicinity of, the premises. There are no undeveloped areas adjoining the Building. Sponsor is not aware of any publicly announced development projects adjacent to or directly across from the premises. If Sponsor becomes aware of any such development projects while sales are continuing, Sponsor will disclose such information within thirty (30) days after the information becomes known in an amendment to the offering plan. There are no adjoining areas that are undeveloped.

F. SCHEDULE A
OFFERING PRICES AND RELATED INFORMATION
The 37 Walton Street Condominium
37 Walton Street, Brooklyn, New York 11206
Year Projected: October 1, 2026 - September 30, 2027

Unit No.	Initial Purchaser Unit	Location	Approx. Square Footage (1)	Approx. Outdoor/ Limited Square Footage (1)	No. of Bedooms/ Bathrooms (1)	Offering Price (2)	General Percent Common Interest (3)	Residential Percent Common Interest (3)	Projected Monthly Common Charges (4)	Projected Real Estate Taxes (Monthly) (5)	Projected Real Estate Taxes (Annual) (5)	Projected Carrying Charges (Monthly) (6)
C1	I	Cellar* First Floor	2291 8448	-	0/3 Half Baths	$10,000,000.00	17.84%	N/A	$1,437.87	$7,908.42	$94,901.00	$9,346.29
201	I	Second Floor	2347	1395 (T)	5/2.5	$2,347,000.00	5.46%	6.65%	$857.96	$3,219.51	$38,634.07	$4,077.47
202	I	Second Floor	2026	156 (T)	4/2.5	$2,026,000.00	4.04%	4.92%	$634.80	$2,381.95	$28,583.40	$3,016.75
203	I	First Floor Second Floor	3064	952 (T)	4/3.5	$3,064,000.00	6.47%	7.87%	$1,016.04	$3,810.15	$45,721.83	$4,826.19
204	I	Second Floor	925	599 (T)	2/1.5	$925,000.00	2.18%	2.65%	$342.23	$1,282.96	$15,395.53	$1,625.19
301	I	Third Floor	2347	268 (B)	5/2.5	$2,347,000.00	4.74%	5.77%	$744.63	$2,793.47	$33,521.59	$3,538.10
302	I	Third Floor	2026	151 (B)	4/2.5	$2,026,000.00	4.04%	4.92%	$634.80	$2,381.95	$28,583.40	$3,016.75
303	I	Third Floor	2024	150 (B)	4/2.5	$2,024,000.00	4.03%	4.91%	$633.36	$2,377.11	$28,525.31	$3,010.47
304	I	Third Floor	925	93 (B)	2/1.5	$925,000.00	1.86%	2.26%	$291.94	$1,094.15	$13,129.77	$1,386.09
401	I	Fourth Floor	2534	288 (B)	5/2.5	$2,534,000.00	5.12%	6.23%	$804.17	$3,016.17	$36,194.03	$3,820.34
402	I	Fourth Floor	2026	156 (B)	4/2.5	$2,026,000.00	4.04%	4.92%	$634.80	$2,381.95	$28,583.40	$3,016.75
403	I	Fourth Floor	2024	95 (B)	4/2.5	$2,024,000.00	4.00%	4.87%	$628.43	$2,357.74	$28,292.92	$2,986.17
404	I	Fourth Floor	786	55 (B)	2/1	$786,000.00	1.57%	1.91%	$246.57	$924.70	$11,096.40	$1,171.27
501	I	Fifth Floor	2085	144 (B)	4/2.5	$2,085,000.00	4.15%	5.05%	$651.83	$2,444.89	$29,338.66	$3,096.72
502	-	Fifth Floor	2026	103 (B)	4/2.5	$2,026,000.00	4.01%	4.88%	$629.87	$2,362.59	$28,351.02	$2,992.46
503	I	Fifth Floor	2024	95 (B)	4/2.5	$2,024,000.00	4.00%	4.87%	$628.43	$2,357.74	$28,292.92	$2,986.17
504	I	Fifth Floor	1160	73 (B)	3/2	$1,160,000.00	2.30%	2.80%	$361.33	$1,355.58	$16,266.98	$1,716.91
601	I	Sixth Floor	1696	314 (T) 57 (B)	4/2	$1,696,000.00	3.54%	4.31%	$556.17	$2,086.63	$25,039.53	$2,642.80
602	I	Sixth Floor	1247	244 (T)	2/2	$1,247,000.00	2.58%	3.14%	$405.27	$1,520.19	$18,242.25	$1,925.46
603	I	Sixth Floor	1634	343 (T)	4/2	$1,634,000.00	3.40%	4.14%	$534.20	$2,004.32	$24,051.89	$2,538.52
604	-	Sixth Floor	937	194 (T)	2/1.5	$937,000.00	1.95%	2.37%	$306.10	$1,147.40	$13,768.83	$1,453.50
701	-	Seventh Floor	1600	69 (T) 58 (B)	3/2	$1,600,000.00	3.04%	3.70%	$477.53	$1,791.30	$21,495.65	$2,268.83
702	-	Seventh Floor	1159	99 (B)	2/1	$1,159,000.00	2.21%	2.69%	$347.17	$1,302.33	$15,627.92	$1,649.50
703	-	Seventh Floor	1479	147 (T)	3/2	$1,479,000.00	2.83%	3.44%	$444.27	$1,665.43	$19,985.14	$2,109.70
704	-	Seventh Floor	326		Studio/1	$326,000.00	0.60%	0.73%	$94.23	$353.42	$4,241.03	$447.65
TOTAL			51166	6298		$50,427,000.00	100.00%	100.00%	$14,344.00	$56,322.05	$675,864.47	$70,666.05
24 Residential Units and 1 Commercial Unit Offered for Sale. 9 Parking Spaces, 24 Storage Lockers and 12 Bike Spaces Offered for Sale via License												

Note: Terrace (T); Balcony (B); Initial Purchaser Unit (I)

Note: Units 201, 603 and 703 are each allocated two (2) terraces as Limited Common Element. See "Floor Plans."

Note: Units 202-204, 602 and 604 are each allocated a terrace as Limited Common Element. See "Floor Plans."

Note: Unit 303 is allocated three (3) balconies as Limited Common Element. See "Floor Plans."

Note: Units 304, 404, 504 and 702 are each allocated a balcony as Limited Common Element. See "Floor Plans."

Note: Units 301-302, 401-403, 501-503 are each allocated two (2) balconies as Limited Common Element. See "Floor Plans."

Note: Units 601 and 701 are each allocated a balcony and a terrace as Limited Common Element. See "Floor Plans."

Note: Units C1-501, 503-603 are subject to a purchase option by an Initial Purchaser. These Units will not be offered to the public unless the purchase option is declined by the Initial Purchaser. See "Special Risks."

Note: At closing, each Purchaser shall deposit an Initial Capital Payment equal to two (2) months' estimated monthly common charges for the unit. See Section "Working Capital Fund."

Note: At closing, each Purchaser shall pay an additional $3,500.00 to defray Sponsor's costs of forming the condominium. See Section "Unit Closing Costs and Adjustments."

Note: Unit 203 is a duplex unit. The rear portion of the ground floor, a space of approximately 335 sq. feet, is uninhabitable as it does not have windows to provide light and ventilation, as required for habitable rooms. The room can be used for accessory residential usage only.

Note: The balconies/terraces may not be used for any type of use that is classified as habitable space as defined by the New York City Building Code, such uses include but are not limited to using a balcony or terrace as a living room, bedroom or kitchen. To do so may result in a violation against the building being issued by the Buildings Department.

*Note: Purchasers are advised that the cellar space, which shall include accessory space for Unit C1, and equipment spaces and storage spaces for the building, may not be 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. Any use of the cellar as a living or sleeping space may result in a violation being issued against the Building and/or the imposition of fines against the Building. Cellar space has less light and air than ordinary living space and is more susceptible to dampness.

F1. SCHEDULE A-1
LICENSING PRICES AND RELATED INFORMATION

Unit No.	Location	Offering Price	Percentage Common Interest	Projected Monthly Licensing Fee
		(2)	(3)	(4)
P1	Cellar	$50,000.00	N/A	$50.00
P2	Cellar	$50,000.00	N/A	$50.00
P3	Cellar	$50,000.00	N/A	$50.00
P4	Cellar	$50,000.00	N/A	$50.00
P5	Cellar	$50,000.00	N/A	$50.00
P6	Cellar	$50,000.00	N/A	$50.00
P7	Cellar	$50,000.00	N/A	$50.00
P8	Cellar	$50,000.00	N/A	$50.00
P9	Cellar	$50,000.00	N/A	$50.00
S1	Cellar	$25,000.00	N/A	$25.00
S2	Cellar	$25,000.00	N/A	$25.00
S3	Cellar	$25,000.00	N/A	$25.00
S4	Cellar	$25,000.00	N/A	$25.00
S5	Cellar	$25,000.00	N/A	$25.00
S6	Cellar	$25,000.00	N/A	$25.00
S7	Cellar	$25,000.00	N/A	$25.00
S8	Cellar	$25,000.00	N/A	$25.00
S9	Cellar	$25,000.00	N/A	$25.00
S10	Cellar	$25,000.00	N/A	$25.00
S11	Cellar	$25,000.00	N/A	$25.00
S12	Cellar	$25,000.00	N/A	$25.00
S13	Cellar	$25,000.00	N/A	$25.00
S14	Cellar	$25,000.00	N/A	$25.00
S15	Cellar	$25,000.00	N/A	$25.00
S16	Cellar	$25,000.00	N/A	$25.00
S17	Cellar	$25,000.00	N/A	$25.00
S18	Cellar	$25,000.00	N/A	$25.00
S19	Cellar	$25,000.00	N/A	$25.00
S20	Cellar	$25,000.00	N/A	$25.00
S21	Cellar	$25,000.00	N/A	$25.00
S22	Cellar	$25,000.00	N/A	$25.00
S23	Cellar	$25,000.00	N/A	$25.00
S24	Cellar	$25,000.00	N/A	$25.00
B1	Cellar	$5,000.00	N/A	$0.00
B2	Cellar	$5,000.00	N/A	$0.00
B3	Cellar	$5,000.00	N/A	$0.00
B4	Cellar	$5,000.00	N/A	$0.00
B5	Cellar	$5,000.00	N/A	$0.00
B6	Cellar	$5,000.00	N/A	$0.00
B7	Cellar	$5,000.00	N/A	$0.00
B8	Cellar	$5,000.00	N/A	$0.00
B9	Cellar	$5,000.00	N/A	$0.00
B10	Cellar	$5,000.00	N/A	$0.00
B11	Cellar	$5,000.00	N/A	$0.00
B12	Cellar	$5,000.00	N/A	$0.00
Total		$1,110,000.00		$1,050.00

Note: Licensee will be responsible to pay all maintenance costs imposed by the Condominium Board with respect to the Parking and Storage Spaces.

Note: Licensee shall be solely responsible for the space and for any belongings located in the portions of the space. Storage spaces may only be used for Storage and parking spaces may only be used for parking a vehicle.

Note: Storage area may not be used as dwelling space: negligence to this requirement may result in violation placed against the building which will be the obligation of the individual Unit Owner responsible for such negligence to remove.

G. NOTES TO SCHEDULE A

1. When the Units are completed, the layout and dimensions may be different than the Floor Plans shown in the offering plan. Accordingly, each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. The areas shown are, within reasonable tolerances, the usable floor spaces of the Units. The number of bedrooms in each Unit is computed in accordance with the standards established by the New York City Building Code. See the "Description of Property" set forth in Part II for a more detailed description of the Units and the rooms, including floor plans of the Units.

   The approximate area (within reasonable tolerances) calculates the square footage as the area of each Unit consisting of the area measured horizontally from the outside face of the glass window and/or exterior walls to the centerline of the partitions separating one Unit from another Unit or to the center line of the partitions separating a Unit from corridors, stairs, elevators and other mechanical equipment spaces that are not part of the Unit. Each Unit consists of the area measured vertically from the top of the floor to the underside of the ceiling. The Square footage in the Schedule A is not based upon measurements from interior surfaces or interior walls, and the usable floor areas comprising the Units are significantly less than the areas listed in Schedule A. Dimensions shown on the floor plans reflect the approximate interior dimensions of main areas of the Unit.

   The cellar may not be used for bedrooms, dining rooms, or any other use considered to be a "habitable space" as defined by the New York State Building Code. Additionally, spaces in the cellar may not be rented independently. Rental or use by the owner as living or sleeping quarters may result in an Environmental Control Board (ECB) violation being issued by the New York City Department of Buildings, which would be the responsibility of the Unit owner to cure. Purchasers should note that cellar space has less light and air and is more susceptible to dampness.

2. Prices are negotiable. The Sponsor reserves the right to change the offering prices set forth in Schedule A. These offering prices, however, may only be changed by a duly filed amendment to this Plan when the change in price is an across-the-board change affecting one or more lines of Units or is to be advertised or is a price increase for an individual purchaser. However, the prices for the Units are negotiable and the Sponsor may enter into an agreement with a purchaser to sell one or more Units at prices lower than those set forth in Schedule A. See Section "Changes in Prices and Units."

   See Section "Unit Closing Cost and Adjustments" which discloses and explains the closing costs and adjustments that a purchaser will be required to pay.

   Sponsor reserves the right to negotiate with purchasers all aspects of the purchase price of the Unit, including but not limited to: renovations or improvements to the apartments or the fixtures or equipment contained therein or credits or allowances therefor; amount of down payment; the terms of financing contingency in the event the Sponsor agrees to permit the same; extension of period to secure financing; default clause; application of the interim lease rental payment towards the purchase price;

payment of all or part of purchaser's closing or financing costs such as closing costs, attorneys' fees, origination fees, commitment fees and waiver or reduction of the attorney's fees set forth in the offering plan; and any and all other costs relating to the cost of acquiring title to the Unit. Furthermore, the Sponsor reserves the right to from time to time to add and/or delete negotiable terms, however, any changes to the negotiable terms shall be previously disclosed in an amendment to the plan.

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

4. Common charges have been estimated by the Sponsor and include fire insurance for the Units and liability insurance for the Common Elements, and maintenance and operation of the Common Elements. If the purchaser obtains financing, the purchaser's debt service will be an additional expense. Projected carrying charges do not include certain costs for which the Unit owner is responsible such as repairs to the interior of the Unit, separately metered gas, electricity, hot water, heat, air conditioning and cable television service. See Schedule B-1 for individual Unit's projected gas and electricity costs.

5. The real estate tax estimates set forth in Schedule A are based on the opinion letter, located after Section "Real Estate Taxes", dated March 4, 2026, by RE Tax Service, 670 Myrtle Avenue PBM 260, Brooklyn, NY 11205. As per Rules and Regulations set by the Department of Finance multiple residential Class A Units would be categorized as a tax Class 2, with the current tax rate of 12.439%. The community portion of the property would be categorized as a tax Class 4 with the current tax rate of 10.8480% (i.e., $12.439 per $100 of assessed value, and $10.8480 per $100 of assessed value, the final 2024/2025 tax rates). Purchasers should note that the tax estimates provided are based on current tax rates and may be subject to change based on the fluctuation of tax rates.

   The projected real estate taxes for the first year of operation contained in the Schedule A are based on an assessment of the building before construction is complete. Purchasers should be aware that real estate taxes may increase materially when the building is reassessed after construction or rehabilitation is complete.

   Based on the expert's letter, the New York Department of Finance estimated assessed value of the residential portion of the property for the 2026/2027 tax year, which is prior to the building reassessment post-construction is projected to be $4,466,565.00, and the New York Department of Finance estimated assessed value of the residential portion of the property following completion of construction for the 2027/2028 tax year is projected to be $5,282,305.00. The building is projected for post construction reassessment for the 2027/2028 fiscal year beginning July 2027. Accordingly, the estimated assessed value of the property for the first year of Condominium operations beginning October 1, 2026, for the residential portion of the property is projected to be $4,6750,500.00 based on the blended tax year for the first year of condominium operations including the last nine (9) months of the 2026/2027 tax year and the first three (3) months of the 2027/2028 tax year.

Using the foregoing estimates of assessed value, the total estimated real estate tax liabilities for the 2026/2027 tax year, for the residential portion of the building, prior to the building reassessment post-construction is projected to be $555,596.00 and the total estimated real estate tax liabilities following completion of construction for the 2027/2028 tax year, for the residential portion of the building, is projected to be $660,288.00. Accordingly, the total projected real estate tax liabilities for the first year of Condominium operations beginning October 1, 2026, for the residential portion of the building, is projected to be $580,963.00 based on the blended tax year for the first year of condominium operations including the last nine (9) months of the 2026/2027 tax year and the first three (3) months of the 2027/2028 tax year.

The New York Department of Finance estimated assessed value of the commercial portion of the property for the 2026/2027 tax year, which is prior to the building reassessment post-construction is projected to be $818,685.00, and the New York Department of Finance estimated assessed value of the commercial portion of the property following completion of construction for the 2027/2028 tax year is projected to be $1,043,235.00. The building is projected for post construction reassessment for the 2027/2028 fiscal year beginning July 2027. Accordingly, the estimated assessed value of the property for the first year of Condominium operations beginning October 1, 2026, for the commercial portion of the property is projected to be $874,823.00 based on the blended tax year for the first year of condominium operations including the last nine (9) months of the 2026/2027 tax year and the first three (3) months of the 2027/2028 tax year.

Using the foregoing estimates of assessed value, the total estimated real estate tax liabilities for the 2026/2027 tax year, for the commercial portion of the building, prior to the building reassessment post-construction is projected to be $88,811.00 and the total estimated real estate tax liabilities following completion of construction for the 2027/2028 tax year, for the commercial portion of the building, is projected to be $112,273.00. Accordingly, the total projected real estate tax liabilities for the first year of Condominium operations beginning October 1, 2026, for the commercial portion of the building, is projected to be $94,901.00 based on the blended tax year for the first year of condominium operations including the last nine (9) months of the 2026/2027 tax year and the first three (3) months of the 2027/2028 tax year.

IN THE EVENT THAT THERE ARE INCREASES IN THE TAX RATE OR THE PROPERTY'S ASSESSED VALUATION OR IN THE STATUTES GOVERNING THE TAXES, REAL ESTATE TAXES MAY BE HIGHER THAN SET FORTH HEREIN FOR THE FIRST YEAR OF OPERATION AND IN FUTURE YEARS AND ACCORDINGLY INDIVIDUAL CARRYING COSTS FOR THE UNITS WOULD ALSO BE HIGHER. See Section "Real Estate Taxes."

Estimated real estate tax assessments are determined using various factors including sales price, square footage, location of the Unit, availability of limited common elements and/or access to common elements. No assurances can be given that the taxing authorities will assess the building and allocate the assessments in the same manner and the actual assessments may not be in the same proportion as the common interests set forth in Schedule A. See section "Real Estate Taxes" for further details.

Purchasers should note that the IRS allows homeowners to make the following deductions on their federal income tax returns: Any amount spent on property taxes, state and local income taxes up to cumulative amount of $40,000.00; All mortgage interest paid on mortgages valued at less than $750,000.00 for not more than two homes.

Since no mortgage financing is offered by Sponsor, the only deductible item is real estate taxes. If a Purchaser obtains a mortgage loan, interest on such loan is deductible under current law. The projected amount deductible may vary in future years due to changes in the assessed value, the tax rate or in the method of assessing real property which result in a change in real property taxes, or due to changes in interest rates or in the allocation of constant debt service payments to interest and principal, or such other changes as may reasonably be expected to affect deductions.

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.

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

6. All projected total carrying charges are for the projected first year of operation beginning October 1, 2026. Carrying Charges exclude repair or decoration to the inside of the Units, electricity for each Unit and insurance for personal effects. Carrying charges have been estimated by the Sponsor based on the estimated operating budgets annexed as Schedule B to this Plan. See Schedule B-1 for individual electricity expenses for the Units. **NOTE**: Sponsor has not obtained, nor is it offering, permanent financing commitments to purchasers. Therefore, if a purchaser obtains financing, debt service on such financing will be a monthly expense additional to the total charge listed. In addition, prospective purchasers will be required to pay at closing, among other things: (i) two (2) months' common charges to be used as working capital; (ii) New York City and State transfer taxes; (iii) $3,500.00 to defray Sponsor's costs of creating the condominium. See section entitled "Closing Costs and Adjustments" below.

H. SCHEDULE B
BUDGET OF CONDOMINIUM OPERATION
THE 37 WALTON STREET CONDOMINIUM
YEAR PROJECTED: OCTOBER 1, 2026 – SEPTEMBER 30, 2027

INCOME:

Total Common Charges:	$186,165.00
General Common Charges (A):	$110,045.00
Residential Common Charges (B):	$76,120.00
License Fees (C):	$1,400.00

EXPENSES:	**Residential**	**General**
Janitorial Services (1):		
Management (2):		$19,000.00
Gas/Heating (3):		$6,468.00
Electricity (4):		$24,532.00
Water & Sewer (5):		$20,645.00
Elevator (6):	$6,800.00	
Repairs, Services & Supplies (7):	$43,200.00	
Insurance (8):		$35,000.00
Audit Fees (9):	$1,000.00	
Legal Fees (9):	$2,500.00	
Building Phone Line (10)		$900.00
Fire Alarm Monitoring (11)		$1,800.00
Local Law Expenses (12):		$1,700.00
Taxes (13):	$2,000.00	
Contingency (14):	$2,000.00	
Reserve Fund (15):	$18,620.00	
General Total:		**$110,045.00**
Residential Total:	**$76,120.00**	
Total Expenses:	**$186,165.00**	

In the event that the actual or anticipated date of commencement of condominium operation differs from the budget year projected herein by more than six (6) months from the anticipated date of the closing of the first Unit, this plan will be amended to include a revised budget which will disclose new projection. If such new projections exceed the projections contained herein by twenty-five percent (25%) or more, the Sponsor will offer all purchasers the right for fifteen (15) days following the presentation of such amendment within which to rescind their offer to purchase and have their down payments refunded.

H1. NOTES TO SCHEDULE B

A. General Common Charges

Assessments by the Condominium Board of the Condominium upon all Unit Owners, including the commercial Unit Owner, and Ancillary Amenity Licensees, in proportion to their respective interests in the General Common Elements for the purpose of paying General Common Expenses. There are no Common Charges or Common Expenses solely attributable to the commercial Unit and/or the Ancillary Amenity Spaces.

B. Residential Common Charges

Assessments by the Condominium Board of the Condominium upon only the Residential Unit Owners, in proportion to their respective interests in the Residential Common Elements for the purpose of paying Residential Common Expenses.

C. License Income

During the First Year of Condominium Operation, the aggregate income from Ancillary Space Licenses is anticipated to be $1,400. The income is projected to cover the projected cost of the proportional utility cleaning costs for the Ancillary Amenity Spaces.

1. Labor Salaries and Wages, Payroll Taxes and Benefits, Superintendent

The Administrative Code of the City of New York, § 27-2052, et seq., requires one of the following when a building has 9 or more (rental) units: (1) that the owner perform the janitorial services; or (2) that there be a full-time superintendent who resides in the building or within 200 feet of the building; or (3) that there be a janitorial service approved by the Department of Buildings available 24 hours per day.

The Condominium will meet the requirements of the New York City Department of Housing Preservation and Development ("HPD") pursuant to Section 27- 2053(3) of the New York City Administrative Code by providing twenty-four-hour-a-day janitorial call service. Repair and janitorial work will be done by the service or company determined by the Managing Agent as needed. The approximate cost of the janitorial service is included in Footnote 7: Repairs Services and Supplies based on the estimate, dated July 7, 2026, from Stone Edge Management, with an address of 670 Flushing Avenue, Brooklyn, NY 11206.

Each Unit Owner will be responsible for his own refuse removal.

2. Management

Stone Edge Management, with an address of 670 Flushing Avenue, Brooklyn, NY 11206, will be the Managing Agent of the Building for the projected First Year of Condominium Operation for a fee of $19,000.00. The budgeted figure is based upon the management agreement, dated July 7, 2026, and is the prevailing cost for managing a Building of this size. In subsequent years of operation, the fee charged may be higher and the Unit

Owners may choose to enter into a contract with another Managing Agent. In either case, the Common Charges may need to be increased. This Common Expense will be a General Common Expense.

3. Gas/ Heating

Each Unit will be individually heated and cooled. Common heating will be provided. This is based upon a survey and estimate, dated July 6, 2026, by Mehandes Engineering, having an office at 800 2nd Avenue, Suite 800, New York, NY 10017:

Estimated usage in Therms	4,000	
Cost per KwH:	$1.83	
Estimated total annual cost with 10% increase for		**$2,928.00**

Hot water will be provided to each Unit individually. Projected amounts for individual Unit heating, cooling and hot water costs are set forth in and are included in the electricity estimates for the individual Units. This Common Expense will be a General Common Expense.

4. Electricity

The budgeted amount is based upon the cost of electricity for lighting the common areas. This is based upon a survey and estimate, dated July 6, 2026, by Mehandes Engineering, having an office at 800 2nd Avenue, Suite 800, New York, NY 10017:

Estimated usage in KwH:	161,323
Cost per KwH:	$0.29
Estimated total annual cost with 10% increase:	**$46,359.00**

The cost of electricity to the Units is separately metered and the charges therefor will be paid directly to the utility company by Unit Owners. A projection is set forth in Schedule B-1, inclusive of consumption, rates, sales tax and a 10% increase anticipated increase due to inflation. This Common Expense will be a General Common Expense.

5. Water and Sewer

The Building will be metered for water and sewer usage by the City of New York Department of Environmental Protection in accordance with current law. The amount budgeted for this item is $63,717.00. The estimate, dated July 6, 2026, is provided by Mehandes Engineering, having an office at 800 2nd Avenue, Suite 800, New York, NY 10017. This Common Expense will be a General Common Expense.

Estimated Annual Usage	=	505,154 CF
Average Cost per unit ($)	=	$0.13 $/CUft.
Water Cost $/yr*	=	$63,717.00

6. Elevator

There is one (1) elevator provided for all residential Units. The approximate cost for elevator maintenance, based on an estimate, dated July 7, 2026, by Skyline Elevator Services, 185 Marcy Avenue, Brooklyn, NY, is anticipated to be $6,800.00 for the projected First Year of Condominium Operation for Monthly inspections and required city tests. This Common Expense will only be included as a Residential Common Expense.

7. Repairs and Maintenance; Services and Supplies

The projected amount does not include repairs, painting, maintenance, or supplies for the interior of the Units, all of which are the responsibility of the individual Unit Owners.

The budgeted amount is based upon an estimation, dated April 10, 2026, by Stone Edge Management, with an address of 670 Flushing Avenue, Brooklyn, NY 11206, and includes repairs to the interior of the Building, the roof, the exterior of the Building (including walls, foundations, windows, doors, and locks), the plumbing and electrical systems, and electric costs, and includes various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies), painting of common areas Repair and janitorial work will be done by the service or company determined by the Managing Agent as needed, based on the management agreement to be executed at the start of condominium operations,. The approximate cost of the janitorial service is anticipated to be $36,000 annually based on twenty (20) hours of weekly service at a $34.60 hourly rate, which is the prevailing rate. No provision has been made to cover the cost of any capital expenditure. At the present time there are no maintenance contracts other than disclosed herein. This Common Expense will be a Residential Common Expense.

The following is a breakdown of the repairs and maintenance:

Exterminating	$2,200.00
Repairs	$3,000.00
Supplies	$2,000.00
Janitorial	$36,000.00
TOTAL:	**$43,200.00**

8. Insurance

The following insurance is available for the Property for the projected First Year of Condominium Operation as set forth in the insurance proposal letter, dated April 15, 2026, issued by Gold River Insurance Brokerage, a licensed insurance broker with an address at 60 Rutledge Street, Brooklyn, NY 11249.

Items Covered	Coverage Limits
Building	$14,000,000.00 All Risk, 100% Replacement Cost No Co-Insurance
Deductible:	$2,500.00

General Liability	$1,000.000.00 Each Occurrence $2,000,000.00 Aggregate
Flood	$1,000,000.00
Equipment Breakdown	Included
Projected Annual Premium	**$35,000.00**

Coverage for the following items is not included and may be available at extra cost: rent insurance; water damage; excess liability; auto liability; fidelity bond; and garage keeper's liability.

The coverage limits for the Building are based upon the current replacement cost for the Building (excluding excavation and foundation) estimated by a licensed insurance broker, which, in their opinion is adequate so that the insured shall not be a co-insurer. The following items are not included in the budget and may be available at extra cost: (i) excess liability; and (ii) worker's compensation for a part time employee, if applicable. In order to safeguard the investment of its Unit Owners, in the event of a substantial or total destruction of the Building, the Condominium Board should periodically review the amount of casualty insurance for the Building to ensure that the amount of coverage equals the Building's then replacement cost. The insurance coverage will meet the requirements of the Sponsor or any mortgage lender procured by the Sponsor.

The fire, casualty and general liability insurance will be on terms that provide: (1) that each Unit Owner is an additional insured party; (2) that there will be no cancellation without notice to the Condominium Board and the Unit Owners; (3) a waiver of subrogation; (4) a waiver of invalidity because of the acts of the insured and Unit Owners; and (5) a waiver of pro rata reduction if Unit Owners obtain additional coverage. The Condominium will have public liability insurance at closing.

This coverage does not include claims for personal injury or property damage resulting from occurrences in a Unit or in any Residential limited common elements, nor does it include coverage of the furniture or personal property of Unit Owners.

This quotation is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what premiums will be for the First Year of Condominium Operation.

There is no provision for insurance covering indemnification of Condominium Board members. It is at the discretion of the Condominium Board to obtain such coverage, the cost of which will be borne by the Unit Owners as a common expense. This Common Expense will be a General Common Expense.

9. Legal Fees and Audit Fees

A portion ($2,000.00) of the budgeted item will be used for auditing fees in connection with the preparation of the first year of condominium operation audited financial statements of the Condominium and its Federal, State and City income tax returns. The estimate for accounting fees is based on a letter, dated October 25, 2025, from Chaim Blumberg, Certified Public Accountant, 2110 Aqueduct Lane, Cherry Hill, NJ 08002. An

allowance ($2,500.00) is provided for miscellaneous legal services to be rendered in connection with the operation of the Building such as attendance at Condominium Board meetings, and/or negotiation of minor agreements. These Common Expenses will be a Residential Common Expense.

10. Building Phone Line

This item includes the cost of a dedicated phone line for the use of the building in case of emergency located next to the elevator. Service to be provided by local telephone service provider.

11. Fire Alarm Monitoring

The budgeted item is for monthly monitoring service from Gem Fire & Security, 445 Park Avenue Ste 225, Brooklyn, NY 11205, based on the service contract dated May 19, 2026, for the fire alarm which includes as part of its system, a required dedicated phone line which was installed in the equipment room.

12. Taxes

This item is to provide funds for the possibility of income taxes being paid by the Condominium due to the Condominium not meeting the requirements for election of Section 528. This Common Expense will be a General Common Expense.

13. Contingency Fund

This item is to provide funds for possible increases in one or more items of operating expense above the amounts projected or for unanticipated expenses. The budget may be modified from time to time prior to the commencement of, or during, condominium operation to add new items of expense or to increase one or more items of operating expense. The funds for such modifications may be provided by decreasing this budget item or by decreasing one or more items of expense, or both.

14. Reserve Fund

This item is to be used as a yearly reserve fund to be set aside and used for periodic major capital repairs or replacements, or necessary repairs of common elements. The basis of the figure projected for this item is approximately ten percent (10%) of the entire budget. At this time the Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of condominium operation. The annual Reserve Fund is projected to be sufficient to pay for any major capital repairs or replacement items likely to be needed within the first five (5) years of Condominium operation.

IN THE OPINION OF STONE EDGE MANAGEMENT, HAVING AN OFFICE AT 670 FLUSHING AVE #312, BROOKLYN, NY 11206, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE CONDOMINIUM BOARD' FIRST YEAR OF OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE FISCAL YEAR COMMENCING OCTOBER 1, 2026, THE FOREGOING SCHEDULE,

HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR EXPENSES FOR THE FIRST YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE BUILDING BY THE CONDOMINIUM BOARD WILL BE AS SET FORTH IN SAID SCHEDULE AND IT IS LIKELY THAT THE ACTUAL ANNUAL COMMON CHARGES OR EXPENSES WILL VARY FROM THE ACTUAL AMOUNTS SHOWN IN THE SCHEDULE. THE AMOUNTS SHOWN ARE THE SPONSOR'S PROJECTION OF WHAT THE COMMON CHARGES WILL BE DURING THE FIRST YEAR OF CONDO OPERATIONS.

THE SPONSOR HAS RESERVED THE RIGHT TO MODIFY, RENEW AND REPLACE EXISTING SERVICE, MAINTENANCE, EMPLOYMENT CONCESSIONAIRE AND OTHER AGREEMENTS AND INSURANCE POLICIES, AND TO ENTER INTO NEW AGREEMENTS AND POLICIES THAT WILL BE BINDING ON THE CONDOMINIUM BOARD ON THE CLOSING DATE. ANY SUCH NEW AGREEMENT WHICH HAS THE EFFECT OF MATERIALLY INCREASING COMMON CHARGES OR IS BINDING ON THE CONDOMINIUM BOARD FOR MORE THAN TWO YEARS WILL BE DISCLOSED BY A DULY FILED AMENDMENT TO THIS PLAN.

IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION DIFFERS FROM THE BUDGET YEAR PROJECTED HEREIN BY MORE THAN SIX (6) MONTHS FROM THE ANTICIPATED DATE OF THE CLOSING OF THE FIRST UNIT, THIS PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET WHICH WILL DISCLOSE NEW PROJECTION. IF SUCH NEW PROJECTIONS EXCEED THE PROJECTIONS CONTAINED HEREIN BY TWENTY-FIVE PERCENT (25%) OR MORE, THE SPONSOR WILL OFFER ALL PURCHASERS THE RIGHT FOR NOT LESS THAN FIFTEEN (15) DAYS FOLLOWING THE PRESENTATION OF SUCH AMENDMENT TO RESCIND THEIR OFFER TO PURCHASE AND HAVE THEIR DOWN PAYMENTS REFUNDED.

IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION IS DELAYED BY TWELVE (12) MONTHS OR MORE FROM THE ANTICIPATED DATE OF CLOSING, THE SPONSOR WILL AMEND THE PLAN TO OFFER ALL PURCHASERS THE RIGHT FOR NOT LESS THAN FIFTEEN (15) DAYS FOLLOWING THE PRESENTATION OF SUCH AMENDMENT TO RESCIND THEIR OFFER TO PURCHASE AND TO HAVE THEIR DOWN PAYMENTS REFUNDED. IF SUCH RIGHT TO RESCIND IS EXERCISED, THE DOWNPAYMENT WILL BE REFUNDED WITHIN TEN (10) DAYS OF THE SPONSOR'S RECEIPT OF THE NOTICE OF RESCISSION.

I. SCHEDULE B-1
ENERGY COSTS FOR UNITS DURING FIRST YEAR OF CONDOMINIUM OPERATION OF THE 37 WALTON STREET CONDOMINIUM
37 WALTON STREET BROOKLYN, NEW YORK
FOR THE YEAR: OCTOBER 1, 2026 – SEPTEMBER 30, 2027

Unit	Estimated Yearly Electric Usage (KwH)	Cost Per KwH	Estimated Electric Cost (Yr.)	Estimated Yearly Gas Usage (Therms)	Cost Per Therm	Estimated Gas Cost (Yr.)
201	24,786	$0.29	$6,994.00	1667	$1.83	$2,847.00
202	22,649	$0.29	$6,419.00	1137	$1.83	$2,081.00
203	31,097	$0.29	$8,695.00	1413	$1.83	$2,480.00
204	10,993	$0.29	$3,277.00	843	$1.83	$1,656.00
301	25,050	$0.29	$7,066.00	1667	$1.83	$2,847.00
302	23,368	$0.29	$6,612.00	1413	$1.83	$2,480.00
303	23,420	$0.29	$6,626.00	1413	$1.83	$2,480.00
304	10,993	$0.29	$3,277.00	843	$1.83	$1,656.00
401	24,008	$0.29	$6,785.00	1413	$1.83	$2,480.00
402	23,368	$0.29	$6,612.00	1413	$1.83	$2,480.00
403	23,420	$0.29	$6,626.00	1413	$1.83	$2,480.00
404	12,605	$0.29	$3,712.00	1137	$1.83	$2,081.00
501	24,046	$0.29	$6,795.00	1413	$1.83	$2,480.00
502	23,368	$0.29	$6,612.00	1413	$1.83	$2,480.00
503	23,420	$0.29	$6,626.00	1413	$1.83	$2,480.00
504	15,313	$0.29	$4,441.00	1137	$1.83	$1,587.00
601	19,737	$0.29	$5,634.00	1413	$1.83	$2,480.00
602	15,408	$0.29	$4,467.00	1137	$1.83	$2,081.00
603	19,800	$0.29	$5,651.00	1413	$1.83	$2,480.00
604	11,028	$0.29	$3,287.00	843	$1.83	$1,656.00
701	19,179	$0.29	$5,483.00	1137	$1.83	$2,081.00
702	15,408	$0.29	$4,467.00	1137	$1.83	$2,081.00
703	19,546	$0.29	$5,582.00	1413	$1.83	$2,480.00
704	8,665	$0.29	$2,650.00	328	$1.83	$912.00

NOTES TO SCHEDULE B-1

1. Each Unit Owner will be responsible for the cost of electricity service supplied to his Unit. The building contains electric and gas meters for each of the Units and one electric meter for the common areas (common electric charges are set forth in Schedule B). Charges for each Unit will be payable directly to the utility company. Electric usage and costs include central or individual air conditioning and heating for each Unit.

2. Mehandes Engineering, having an office at 800 2nd Avenue, Suite 800, New York, NY 10017 provided the following estimate, dated October 30. 2025, of annual electric energy costs for lighting and for operating the typical electrical appliances located in each Residential Unit. The projected rates are not guaranteed, and it must be expected that these rates will increase with the passage of time and may be affected by many factors which are beyond the control of Sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of Residential Unit Owners and weather conditions. The building uses gas for cooking, drying and hot water and electricity for all power needs. Usage and costs vary based on the location and area of the Units. For example, the yearly electricity costs for Unit 202 are estimated based on current Con Edison rates of $0.29 per KWH and projected usage of 22,649 KWH per year, for approximately $6,419.00 including a 10% increase. Yearly gas costs for Unit 202 are estimated based on current National Grid rates of $1.83 per therm and projected usage of 1,137 therms for approximately $2,081.00 including a 10% increase. The figures for the other Units have been calculated accordingly.

3. The estimated costs are subject to change based on changes in the electric and gas companies' delivery rates.

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

STONE EDGE MANAGEMENT

670 Flushing Ave Suite #313
Brooklyn, NY 11206
718-302-5800

COMPLIANCE WITH REAL PROPERTY LAW § 339-i

October 30, 2025

Re: The 37 Walton Street Condominium
37 Walton Street
Brooklyn, New York

To Whom It May Concern,

I am not the selling agent or managing agent for this property. I do not have beneficial interest in Sponsor or in the profitability of this project. My experience in this field includes: I have been engaged in the real estate business for over twelve (12) years in the State of New York, during which time I have been involved in the purchase, sale, and management of real property. My management experience includes both residential rental and condominium properties, as well as commercial properties. I have consulted with and advised other sponsors as to the allocation of their interests in the common elements.

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

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

The percentages of interest in the common elements in this condominium have been allocated to the units in accordance with the above factors in compliance with Real Property Law Section 339-i (1) (iv).

Stone Edge Management

By: _____
Barry Ekstein

J1. COMMERCIAL UNIT

The commercial Unit is located on the first floor and may be used for its legal commercial use, respectively. The Unit is expected to be used for retail. The Unit as finished will conform to applicable zoning and legal requirements for the use of such spaces and may be used for any permitted use which conforms with the Certificate of Occupancy. The Sponsor reserves the right to change the use of the Units to any use permitted by the New York City Building Code. Notwithstanding the foregoing, the commercial Unit shall not be used for uses that are commonly considered offensive, such as pornography stores, massage parlors, drug treatment facilities and homeless shelters.

The basis for projecting the share of expenses attributable to the commercial Unit is estimated in accordance with the common interest of the Units. Pursuant to N.Y. Real Prop. Law ("RPL") § 339-m, the Common Expenses and Common Charges are being specially allocated by the Condominium Board to the commercial Unit due to limited use. As such, certain Common Expenses in the Schedule B will not be paid by the commercial Unit. Only General Common Expenses, as determined in the Schedule B, will be payable by the commercial Unit Owner. The Common Charges payable by the owner of the commercial Unit will be sufficient to cover the expenses fairly attributable to such Unit.

Any disputes between the commercial Unit Owner and the Condominium Board concerning any special allocations will be resolved through arbitration pursuant to the "Rights and Obligations of the Condominium Board, Summary of By-Laws" section and the By-Laws included herein in Part II of the plan.

The commercial Unit shall have the right to designate one member of the Condominium Board. These Unit Owners shall have the right without the consent of the board to make alterations and repairs in their Units. The Condominium Board will have no right to restrict or limit any uses of these Units which are permitted by law and the New York City Zoning Resolution. The commercial Unit may be further subdivided by this Unit Owner without the consent of the Condominium Board. All or any part of these Units may be sold, leased or subleased by the Unit Owners without prior notice. Any such sale or lease shall be disclosed in a duly filed amendment to the Plan. Residential Unit Owners will not have any interest in the rents, profits or revenues from the rental use of any space in these Units. No representation is made with respect to the continued ownership by the Sponsor of all or any portion of these Units or as to who the tenants or occupants of these Units may be at any time or as to the uses to which any portion of these Units may be put at any time (except that these Units may be used for a lawful purpose only) and no assurance is given that such tenants, occupants or uses will not be objectionable to residential Unit Owners or other parties.

The Condominium Board will not have the right to restrict these Unit Owners to erect, maintain, repair and replace any signs, awnings, tables, chairs, or the like on the property.

The portion of the insurance premiums paid by these Unit Owners will not be less than the estimated amount allocated to these Units by the insurance carrier.

K. CHANGES IN PRICES AND UNITS

Changes in Purchase Price

The Sponsor reserves the right at any time and from time to time prior and subsequent to the date of transfer of title to the first Unit, to increase or decrease the amount of the purchase price of one or more Units from the amounts shown in the Section entitled "Schedule A--Offering Prices and Related Information."

The offering prices set forth in Schedule A of the offering plan may be changed only by a duly filed amendment to the Plan when the change in price is: (i) an across-the-board increase or decrease affecting one (1) or more lines of Units or Unit models; (ii) is to be advertised; (iii) is a price increase for an individual purchaser. However, the prices for the Units are negotiable and the Sponsor may enter into an agreement with a purchaser to sell one or more Units at prices lower than those set forth in Schedule A.

No change will be made in the size or number of Units and/or their respective percentages of common interest, and no material change will be made in the size or quality of common elements, except by amendment to the plan, and, when applicable, to the Declaration. A decrease in area of 5% or less could be material and trigger a right of rescission. However, there is a rebuttable presumption that an area that is diminished by 5% or less is not material.

Unless an affected purchaser consents, no material change will be made in Unit size, layout, or percentage of common interest if a purchase agreement has been executed and delivered to the Sponsor for that Unit. 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.

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

Changes in Size, Layout and Number of Units

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective purchasers, or for any other reason, Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units and (b) the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit(s), or otherwise, including, without limitation, the use of any portion(s) of the Common Elements adjacent to such Unsold Units to the extent that such portion(s) are not required by law to be maintained as Common Elements pursuant to the terms of the By-Laws. Subject to the terms of this section, such right may be exercised by Sponsor from time to time, both before and after the First Closing, and without the consent or approval of the Selling Agent, the Managing Agent, the

Condominium Board, any Unit Owner, or any mortgagee, so long as such changes do not compromise the structural integrity of the building. However, Sponsor shall first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by law. In addition, there may be no change in the number of Units at any time without an amendment to the offering plan.

No change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid, or otherwise, nor may the Common Interest of any Unit be changed, unless reflected in a duly recorded amendment to the Offering Plan and the Declaration. As more particularly provided in the Declaration, Sponsor or its designee, as the Owner of an Unsold Units, will have the right itself to so amend the Declaration to effectuate such change, without the Condominium Board, the other Unit Owners, or any mortgagee consenting to, or executing, such amendment. However, no change of a Unit's Common Interest will be made without obtaining the prior consent of all affected Unit Owners. In addition, no change will be made in the Unit size, layout or Common Interest of any Unit for which a Purchase Agreement is in effect, without obtaining the prior written consent of the Purchaser thereof, unless the Purchaser is in default. Additionally, no material change will be made in the size or layout and no material adverse change will be made in the quality of the Common Elements unless all purchasers who have signed Purchase Agreements, that are not in default, have consented thereto. Therefore, Sponsor must first obtain consent of all purchasers who have signed Purchase Agreements and are not in default before amending the Declaration to reflect such change.

The provisions set forth in this section of the Plan shall also apply to Ancillary Amenities, as applicable.

L. INTERIM LEASES TO PURCHASERS

All Units will be delivered vacant by the Sponsor unless the purchaser has entered into an interim lease. No purchaser shall have the right to occupy the Unit purchased by him prior to the closing unless Sponsor-Seller agrees to permit such occupancy under an interim lease or other written rental agreement. The purchaser may not occupy the Unit or perform any work in the Unit prior to closing without the prior consent of the Sponsor. Such event shall constitute a default under the terms of the Purchase Agreement. In the event Purchaser enters into an Interim Lease and Purchaser defaults on the Purchase Agreement and fails to close, and after notice form Sponsor to vacate Purchaser fails to vacate, Purchaser will pay Sponsor $250.00 per day for each day he remains in possession beyond the 30th day following mailing of the Notice to Vacate. See Section "Procedure to Purchase" and the general form of lease as set forth as Document No. 10 in Part II of the Plan for further details.

These Units are not subject to rent stabilization or rent protection laws. The lease shall be prepared substantially in accordance with Document No.10 in Part II of the plan. The terms of such lease shall be subject to negotiation. No Units will be leased before consummation of the plan unless it is an interim lease in combination with a purchase agreement.

If Sponsor-Seller elects to lease a contracted-for Unit, the lease will be for such rent and other terms as may be mutually agreed upon. Such lease will also provide that an uncured default by the purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (i.e., Sponsor-Seller), at its sole option, to immediately terminate such lease. The Purchase Agreement contains a similar cross-default provision entitling the Sponsor to cancel the Purchase Agreement in the event the purchaser fails to cure a default under his lease within the applicable grace period (if any) and purchaser has vacated the contracted-for Unit. Before the Sponsor may utilize the default under the lease to declare a default under the purchase agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit. The interim lessee will have thirty (30) days to vacate the contracted-for Unit after a default under the Purchase Agreement or in the event the lessee rescinds the Purchase Agreement.

Prior to the first closing, the entire building will be insured by the 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. Therefore, a purchaser who takes possession of the contracted-for-Unit prior to closing assumes the risk of losses not covered by insurance; if the Unit is damaged prior to closing the purchaser in possession's failure to make repairs will not excuse them from paying the balance of the purchase price and accepting delivery of the deed for the contracted-for Unit.

Smoking anywhere else in the Condominium shall be prohibited, including, but not limited to, in indoor and outdoor Common Elements.

M. PROCEDURE TO PURCHASE

A person desiring to purchase a Unit will be required to execute, in triplicate, a Purchase Agreement in the form set forth as Number 2 in Part II of the Plan. Purchaser also interested in acquiring an Ancillary Amenity will be required to execute the form of Rider annexed to the Purchase Agreement set forth in Part II of the Plan. Purchaser must deliver all of the above documents to the Selling Agent, together with a check for the down payment payable to the order of "The Law Office of Jay Lichtman, P.C. as Escrow Agent." The down payment shall be 10% of the purchase price and is subject to negotiation; however, in no event shall the down payment be less than $5,000.00. The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and should be read carefully by the prospective Purchaser and his or her legal or financial representative before being executed.

A purchaser seeking financing will be responsible for all fees and costs imposed by the lender, including (but not limited to) appraisal and origination fees (if any). It is possible that a purchaser's financing commitment may expire prior to the Closing and purchaser will incur additional costs.

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

A Purchase Agreement submitted by any prospective purchaser will not be binding on the Sponsor until a fully executed duplicate original of such Purchase Agreement is returned to such prospective purchaser. Within twenty (20) days after the purchaser delivers an executed Purchase Agreement together with the required deposit, the Sponsor will either accept the Purchase Agreement and return a fully executed counterpart to the purchaser, or if not returned within such time, the Purchase Agreement will be deemed rejected and all monies submitted with such Purchase Agreement will be promptly returned to such prospective purchaser, with interest, if any. Sponsor may reject any Purchase Agreement without cause or explanation so long as such rejection is not based upon race, creed, color, national origin, ancestry, sex, or any other ground prohibited by law.

Notice of Closing

After the Plan is declared effective, Sponsor will give each Purchaser not less than thirty (30) days' prior written notice of the date, time and place (in The City of New York) for the transfer of title to his or her Unit TIME OF THE ESSENCE. Such notice will be served in compliance with Section 20.1(d)(1) no less than thirty (30) days before the date set for the closing of the Units. Purchaser at his option may waive this thirty (30) day notice provision as provided for in the Purchase Agreement.

At title closing, such Purchaser shall pay the balance of the Purchase Price stated in the Purchase Agreement by his or her unendorsed certified personal check or by official cashier's check drawn on a New York bank, a member of the New York Clearing House Association, and execute a Unit Owner's Power of Attorney to the Condominium Board which provides for the Condominium Board to acquire a Unit from an individual Unit owner if such owner sells the Unit to the Condominium Board. Paying the balance of the Purchase Price and returning the Unit Owner's Power of Attorney are conditions precedent to closing

and must be completed at or before the closing in order to close on a Unit.

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

Terms of Purchase Agreement

The following is a summary of certain material provisions of the Purchase Agreement but is not intended as a complete statement of these or other important provisions of the same. Reference should be made to the form of Purchase Agreement set forth as Document No. 2 of the Plan for the complete terms of these and other material provisions:

(a) Incorporation of the Plan. The Plan (including, without limitation, the Condominium Documents contained in Part II of the Plan) and any amendments thereto duly filed by Sponsor are incorporated into each Purchase Agreement by reference. The execution and submission of a Purchase Agreement constitutes Purchaser's acceptance of the Plan (Parts I and II) and his or her agreement to abide and be bound by the terms of the same, as well as all amendments to the Plan duly filed by Sponsor. No Purchaser shall have the right to approve or consent to any amendments duly filed before Purchaser entered into a Purchase Agreement, including, without limitation, any changes, modifications, or updating of the estimated Common Charges or estimated real estate taxes and assessments to be paid by the Purchaser on Schedule B -- "Budget for First Year of Condominium Operation" and no amendments duly filed before Purchaser entered into a Purchase Agreement will excuse a purchaser from performing his or her obligations under a Purchase Agreement or entitle such purchaser to any credit or offset against the purchase price set forth therein, except as provided for under applicable law. However, if an amendment materially adversely affects the rights, obligations, or liabilities of then existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements by notifying Sponsor within thirty (30) days of presentation of such amendment and will receive a refund of their Down Payments, without interest (unless interest is earned), within ten (10) days after Sponsor's receipt of Purchaser's election to rescind.

(b) Funds. All funds received from prospective purchasers by the Sponsor will be handled in accordance with the provisions of Sections 352-h and 352-e(2)(b) of the General Business Law and Section 71-a(3)(a) of the Lien Law and shall be used by the Sponsor only in connection with the consummation of the Plan. Section 71-a(3) of the Lien Law requires, at the purchaser's option, that the deposit funds be placed in an escrow account in a bank trust company, savings bank, or state or federal savings and loan association located in New

York State. Said monies must be deposited within five (5) business days of the Sponsor's receiving them. The Sponsor must advise the purchaser in writing within ten (10) business days after the deposit has been made of the name of the depository where the funds have been placed.

All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account. However, purchasers should note as a special risk that such funds may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrades or extras. As a result, in the event a purchaser is entitled to rescission, the purchaser will not receive a refund of any funds used for upgrades or extras, unless said Purchase Agreement is cancelled as a result of the Sponsor abandoning the Plan.

(c) Financing Contingency: The obligations of a purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing. The Sponsor may in its sole discretion consent to a Financing Contingency Rider attached hereto in Part II of the Offering Plan Document No. 2 Exhibit B.

Purchasers should note that in the current market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in 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 may also be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

The Sponsor's Preferred Mortgagee (ABC Mortgage Corp., 791 Kent Avenue, Brooklyn, NY 11205, (718) 923-9000 ext. #216, Att.: Eli Katz, eli@abcmortgageny.com), requires that at least 30% percent of the Units be in-contract with purchasers who intend to be owner-occupants before it will close a loan. As the closing of the purchaser's is contingent upon the satisfaction of this condition, even if a purchaser obtains and satisfies all conditions of the financing commitment applicable to the purchaser, the closing of the loan may be delayed or may not occur if the minimum sales and owner-occupancy requirements are not satisfied. Sponsor will apprise Purchaser of the number of Units that have been sold and are owner-occupied prior to execution of a Purchase Agreement. Even if the required percentages have been achieved prior to Purchaser's execution of a Purchase Agreement, the foregoing risks are still applicable as the purchase agreements could be terminated or rescinded. If the Sponsor's Preferred Mortgagee does not close a purchaser's loan for this reason, the sponsor shall grant to such purchaser a right of rescission and a reasonable period of time to exercise such right.

The Condominium declaration and by-laws contain provisions typically required by Freddie Mac, Fannie Mae and FHA loan requirements. However, the Sponsor has not made an application to such agencies for their respective approvals of the condominium, and no representations are made that the condominium satisfies the requirements of such agencies.

In the event that Sponsor consents to financing, a Financing Contingency Rider must be executed by both parties. The following are the terms of the Financing Contingency Rider:

1. The obligations of Purchaser hereunder are conditioned upon issuance on a date which is on or before the Financing Contingency Expiration Date, of a written commitment from any Lender pursuant to which such Lender agrees to make a first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of an amount equal to 75% of the purchase price or such lesser sum as Purchaser shall be willing to accept, at prevailing interest rates for a term of at least thirty (30) years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Lender.

2. Within two (2) weeks of the Contract Date, Purchaser must make a mortgage application to a Lender. Within seven (7) days thereafter, the Purchaser must provide the Seller and/or Seller's attorney with the name and address of the Lender to which the application has been made. Failure to send such notice will be considered to be a waiver of the Financing Contingency Rider. Purchaser shall authorize the Lender to talk directly to Seller's attorney regarding the status of the mortgage application. Purchaser shall (a) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (b) pay all fees, points and charges required in connection with such application and loan, including (but not limited to) appraisal and origination fees (if any), (c) pursue such application with diligence, and (d) cooperate in good faith with such Lender to obtain such commitment. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof.

3. If Purchaser only applies to Purchaser's Preferred Lender and a commitment is not issued or a rejection is received, Purchaser shall within five (5) days of the Financing Contingency Expiration Date or rejection date, notify the Seller of the failure to receive a commitment or of the rejection. At such time, the Seller may, at its option, within fifteen (15) days of receiving notice from Purchaser, cause the Purchaser to submit an application together with the required fees to said Preferred Mortgagee, and Purchaser shall be required to accept the commitment if issued by Sponsor's Preferred Mortgagee under the same terms and conditions as stated above. Purchaser shall have forty-five (45) days from the date Seller caused the Purchaser to submit an application together with the required fees to said Preferred Mortgagee (the "2nd Financing Contingency Expiration Date") to obtain a mortgage commitment from said Preferred Mortgagee. If such Preferred Mortgagee issues a commitment, the terms of such commitment being substantially similar to the terms originally sought by the Purchaser, Purchaser must close with said commitment. Purchaser is required to pay all applicable fees in connection with the mortgage application with the Preferred Mortgagees. If Seller fails to cause Purchaser to make such application to Sponsor's Preferred Mortgagee within fifteen (15) days of receiving notice from Purchaser of the failure to receive a commitment or of the rejection,

or if the Preferred Mortgagee failed to provide a commitment by the 2nd Financing Contingency Expiration Date, or denied the Purchaser's mortgage application, Purchaser may cancel this contract by giving notice to Seller within five (5) days of Financing Contingency Expiration Date or the 2nd Financing Contingency Expiration Date (as applicable), in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract and the down payment shall be promptly refunded to Purchaser.

4. If Purchaser applied to Purchaser's Preferred Lender and one of Sponsor's Preferred Mortgagees and fails to receive a commitment or receives a rejection from Purchaser's Preferred Lender but received a commitment at prevailing rates from Sponsor's Preferred Mortgagee, Purchaser must close with Sponsor's Preferred Mortgagee. If Purchaser applied to Purchaser's Preferred Lender and one of Sponsor's Preferred Mortgagees and either a commitment is not issued or a rejection is received from both, Purchaser shall within five (5) days of the Financing Contingency Expiration Date or rejection date, notify the Seller of the failure to receive a commitment or of the rejection, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract and the down payment shall be promptly refunded to Purchaser.

5. If Purchaser fails to give notice of cancellation, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the down payment by reason of the contingency contained in the Financing Contingency Rider and the mortgage contingency will no longer apply. In addition, if Purchaser fails to notify Seller within fifty (50) days of the Contract Date that he has received a commitment, Seller may at its option cancel the contract and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract, and upon cancellation the down payment shall be promptly refunded to Purchaser.

Provided that the Sponsor consents to permit a financing contingency in accordance with the above terms and the Purchaser complies with all of such terms, if the commitment lapses or expires prior to closing and Purchaser has made a good faith effort to extend the commitment, the Sponsor will grant Purchaser a right of rescission and ten (10) days after expiration to exercise such right. If Sponsor does grant Purchaser a financing contingency, and the commitment is not fulfilled through no fault of the Purchaser, under New York law performance is excused. If Purchaser acts in good faith and lender revokes the commitment after the contingency period expires, performance is excused.

Purchaser should note that even if a mortgage commitment is secured, said mortgage commitment may expire or change prior to the actual closing. Any risks related to the expiration or change to the mortgage commitment shall be borne by the Purchaser, if Purchaser is at fault.

In accordance with the Financing Contingency Rider, Purchaser will have the right to terminate the Purchase Agreement and be refunded all monies deposited thereunder, without interest, in the event:

(i) A Lender fails, through no fault of the Purchaser, to issue its commitment on the terms described above by the Financing Contingency Expiration Date or the 2nd

Financing Contingency Expiration Date (as applicable), or such greater period as the Sponsor may permit in Sponsor's sole discretion, provided the Purchaser gives notice of termination not later than five (5) days after the expiration of the aforementioned dates; or

(ii) the commitment issued by the Lender is not funded by the closing through no fault of the Purchaser, provided the Purchaser gives notice of termination no later than ten (10) days before the closing, provided the lender has given Purchaser more than ten (10) days' notice.

In the event Purchaser fails to exercise the right of termination within time periods set forth above or has failed to satisfy the conditions set forth in the Financing Contingency Rider, then, in either case, the Purchase Agreement shall remain in full force and effect.

(d) Escrow and Trust Fund Requirements

The Escrow Agent:

The Law office of Jay Lichtman, P.C., with an address at 99 West Hawthorne Avenue Ste 520, Valley Stream, NY 11580, telephone number 347-504-1724, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated Jay Lichtman to serve as signatory for the escrow account. The designated signatory is admitted to practice law in the State of New York. Neither the Escrow Agent nor the authorized signatory on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at Chase Bank. N.A., located at 136 Front Street, Brooklyn, NY 11201 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Law Office of Jay Lichtman, P.C. Attorney Escrow Account" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions. If purchasers have accounts at the same bank that holds escrowed funds, purchaser's funds at the escrow bank factor into the $250,000 insurance limit.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Law Office of Jay Lichtman, P.C., as Attorney.

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

The Escrow Account is an IOLA account with no interest accrued to the benefit of either the Sponsor or the purchaser. An IOLA account is a special segregated escrow account

maintained by an attorney in which the interest earned is paid to the State of New York. It is not anticipated that any interest will be earned thereon. If at some future point, the Offering Plan is amended to provide that the account will be a non-IOLA account, then the interest rate for all deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The escrow agent shall maintain all records concerning the escrow account for seven years after release of the funds. Upon the dissolution of any law firm which was the escrow agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

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

The Purchase Agreement:

The Purchase Agreement is attached hereto as Document No. 2 Part II of the Plan. The relevant escrow trust fund provisions are included in Section 5 of the Purchase Agreement, which must be executed by the Escrow Agent.

The signing of the Purchase Agreement signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan), including, but not limited to, the Unit, the Ancillary Amenities, the Building and all Common Elements. In the event of any inconsistency between the provisions of the Purchase Agreement and the Plan, the provisions of the Plan will govern and be binding. The Purchase Agreement shall not contain, and shall in no event be modified to contain, a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under the Plan or under Article 23-A of the General Business Law of the State of New York.

Notification to Purchaser:

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

with the terms of the Purchase Agreement,

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

Escrow Agent is acting solely as a stakeholder at the parties' request and for their convenience and that Escrow Agent shall not be liable to either party for any act or omission in its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of the Escrow Agent. Escrow Agent will be compensated by the Sponsor for acting as such. Escrow Agent shall have a fiduciary duty to the depositor of the funds, which is the Purchaser.

Additionally, Escrow Agent or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Down payment or any other dispute between the parties whether or not Escrow Agent is in possession of the Downpayment and continues to act as Escrow Agent.

Before funds are transferred to a new escrow account or if the escrow agent is replaced, the plan must be amended to provide the same full disclosure with respect to the new account, the escrow agent and the escrow agreement as was originally provided.

Release of Funds:

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money until employed in connection with the consummation of the transaction, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Such funds shall not be a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

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

The Sponsor shall not object to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or (b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

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

Waiver Void:

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

The Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto.

(e) Events of Default. In the event that a Purchaser (i) defaults in paying the balance of the Purchase Price on the date scheduled by Sponsor for closing title to his or her Unit; or (ii) defaults in performing some other obligation under the Purchase Agreement and fails to cure such default within thirty (30) days after Sponsor sends written notice to such Purchaser specifying the nature of the default, then Sponsor's remedy shall be the cancellation of the Purchase Agreement and the retention of the Liquidated Damages. Sponsor must provide (30) days' written notice to Purchaser of the cancellation of the Purchase Agreement and the retention of the Liquidated Damages. If such Purchaser shall fail to cure such default or fails to send written notice of objection to the release of the Downpayment within the said thirty (30) day period, TIME IS OF THE ESSENCE, Sponsor

may retain Liquidated Damages. The Sponsor may not retain more than 10% of the purchase price (regardless of the amount deposited with the Escrow Agent) plus any amounts paid for any special work or extras. Any payments received by Sponsor in excess of the Downpayment plus the actual cost incurred by Sponsor for any special work or upgrades together with any interest earned on such excess payments, if any, shall be refunded to the Purchaser within fifteen (15) days after cancellation. The Sponsor may not seek specific performance of the Purchase Agreement.

In the event a purchaser does not close on the Closing Date set forth in the Notice of Closing and the Sponsor elects not to cancel the Purchase Agreement or if the Sponsor approves the Purchaser's request to adjourn the Purchaser's closing to his apartment, interest shall accrue on the unpaid amount of the purchase price from the Closing Date or adjourned closing date until such amount is paid. The interest rate shall be ten percent (10%) per annum calculated at a daily rate of approximately 0.0277%. This rate shall be in effect for as long as there are any unpaid amounts owing towards the full purchase price. The interest rate charged will not exceed New York State usury charges.

If a Purchaser-in-contract/interim lessee is or becomes a tenant under an interim lease and fails to pay rent or otherwise to comply with his or her lease obligations or vacates or abandons his or her contracted-for Unit, then Sponsor may cancel his or her Purchase Agreement as set forth above whether or not such Purchaser-in-contract/interim lessee is evicted from the Building by reason thereof. Before the Sponsor may utilize the default under the lease to declare a default under the purchase agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the contracted-for Unit. However, if such Purchaser-in-contract/interim lessee is not evicted from the Building by reason of such default, vacating or abandonment, Sponsor shall return to such Purchaser-in-contract/interim lessee all monies deposited under the Purchase Agreement, together with the interest earned thereon, if any. See Section "Interim Leases."

The purchaser may not occupy the Unit or perform any work in the Unit prior to closing without the prior consent of the Sponsor. In the event the purchaser occupies the Unit or performs any work in the Unit prior to closing without the prior consent of the Sponsor, such event shall constitute a default under this section.

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

(f) Fixtures and Appliances. Sponsor is not providing laundry or kitchen appliances, blinds, or shades to the residential Units; it will be the responsibility of each Unit owner to provide them at his or her own cost. The Sponsor will provide hook-ups for a stacked domestic type electric washer and vented gas dryer for all residential Units except Unit 704. All residential Units will have a laundry closet space for stacked washers and dryers, except Unit 704, which does not have a laundry closet. Unit Owners shall be responsible for purchasing laundry equipment. The Sponsor will provide each Unit with a

hookup for a refrigerator, microwave, dishwasher and stove in the kitchen for each residential Unit, except Units 204, 304, 404, 504, 604 and 704, which are not equipped with electrical or plumbing hookups for a dishwasher. Auxiliary kitchens will have a hookup for a stovetop/oven. Purchasers should note that the Sponsor is not providing a stove. A stove is not required to receive a Certificate of Occupancy or a Temporary Certificate of Occupancy from the DOB. Only a gas line signoff is needed. Sponsor will comply with all applicable laws, regulations, and rules concerning procuring the gas-line sign-off. In the event that a stove installation is needed to procure the gas line signoff, the Sponsor will install a stove to obtain the signoff and remove it after signoff is procured or Purchaser may have a stove installed as an upgrade at Purchaser's expense. Furniture, wall coverings, furnishings, decorations and the like in or about any model are not included in the sale. There will be no modifications or extras unless agreed to in writing by the parties.

(g) Fee to The Law Office of Jay Lichtman, P.C. Purchaser shall be obligated to pay a fee of (i) $3,500.00 to the law firm of Sponsor's attorney for services rendered in connection with recording the Declaration of Condominium and the preparation of documents (ii) $500.00 for the preparation of the licensing documents, if the purchaser purchases a license (iii) $500.00 if the closing is held at any location other than Sponsor's attorney's office at the request of the Purchaser; (iv) $450.00 if Purchaser applies for and closes with a mortgage; (v) $350.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor's attorney; and (vi) $500.00 for each time the closing is rescheduled at the request of the Purchaser (for the costs to fix a new Closing Date and time, to coordinate the attendance of all persons, to re-date the closing documents and to recalculate the closing apportionments).

(h) Closing of Title. The closing of title to each Unit will be held at the office of the Sponsor's attorney, on such date and at such hour as the Sponsor shall designate to the Purchaser of such Unit on not less than thirty (30) days' prior written notice. The Purchaser may waive this notice provision. Sponsor has the right to postpone the closing date and to fix a new closing date within a reasonable time period. In such event, Sponsor shall give the Purchaser not less than ten (10) days' notice of the new date and time of closing. The closing shall take place only after or concurrently with the occurrence of the events set forth in Section "Unit Closing Costs and Adjustments". Purchasers desiring to arrange for such closing to take place at another location in New York City should promptly notify Counsel for Sponsor of that address and, in addition, will be responsible for the payment of an attendance fee to such Counsel (See Section "Unit Closing Costs and Adjustments").

The foregoing shall not act to extend Sponsor's time to declare the Plan effective as set forth in the Section entitled "Effective Date" and shall not affect the Sponsor's right to abandon the Plan as set forth in such section. In the event that the Plan is so abandoned, the Purchase Agreement will be deemed cancelled and all monies paid by the Purchaser thereunder, together with interest earned thereon, if any, shall be disbursed as discussed in the subsection entitled "Release of Funds" of the Plan. After the funds are so disbursed, neither the Purchaser nor Sponsor shall have any claims against each other or against the Selling Agent in connection with the Purchase Agreement or the Plan, and all of the same shall be released and discharged from all liabilities under the Purchase Agreement and the Plan.

(i) Broker. The Purchaser will represent to Sponsor that he or she has not dealt with any broker other than the Selling Agent in connection with the acquisition of his or her Unit and will indemnify the Sponsor against the claims of any other broker, if such broker is not disclosed to the Sponsor at the time of the contract.

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

(k) Survival of Obligations. All representations set forth in the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the Closing Date shall survive delivery of the deed. However, no provisions of the Purchase Agreement shall survive the delivery of the deed, except those obligations expressly stated therein or to be performed subsequent to the closing.

(l) DAMAGE TO UNITS. THE SPONSOR PRIOR TO ANY UNIT CLOSING AND THE CONDOMINIUM BOARD AFTER THE FIRST UNIT CLOSES SHALL RETAIN RISK OF LOSS TO THE BUILDING FROM FIRE OR OTHER CASUALTY. THE SPONSOR SHALL RETAIN THE RISK OF LOSS TO THE UNIT FROM FIRE AND OTHER CASUALTY UNTIL THE PURCHASER-IN-CONTRACT/INTERIM LESSEE SHALL BE CONVEYED LEGAL TITLE OR UNTIL THE PURCHASER-IN-CONTRACT/INTERIM LESSEE OCCUPIES THE CONTRACTED-FOR UNIT AND ASSUMES RISK OF LOSS FROM THE SPONSOR. UNIT OWNERS SHOULD OBTAIN THE FOLLOWING AT THEIR OWN COST: HOMEOWNER'S INSURANCE INCLUDING COVERAGE FOR THE CONTENTS OF THE UNIT, PERSONAL PROPERTY, AND LIABILITY FOR PERSONAL INJURY AS A RESULT OF OCCURRENCES IN THE INDIVIDUAL UNIT.

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. Therefore, a purchaser/interim lessee who takes possession of the contracted-for-Unit prior to closing assumes the risk of losses not covered by insurance; if the Unit is damaged prior to closing the purchaser/interim lessee in possession's failure to make repairs will not excuse them from paying the balance of the purchase price and accepting delivery of the deed for the contracted-for Unit.

(m) Purchaser's Remedy. In the event that the Sponsor shall for any reason (except for willful default) be unable to convey and deliver the Units in accordance with the terms of the Purchase Agreement, (except for any failure to perform any obligation imposed by applicable statute or regulation, or a failure to perform his obligations under the offering plan) the sole remedy of the purchaser shall be to rescind the Purchase Agreement and be refunded the entire down payment with interest plus the cost of title searches, if any, and any monies which have been paid to Sponsor for Unit upgrades, if any.

Except as set forth in paragraph (l) above, all other risk of loss or damage prior to Closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair the damage. The Sponsor will make a determination whether or not to repair damages within fifteen (15) days. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not

elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the purchaser will be refunded all purchase monies paid to Sponsor with any interest earned thereon. If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and purchaser shall not be required to pay the balance of the purchase price unless and until (i) the Unit has been repaired in compliance with the offering plan and the repairs done with equal quality or in better condition than immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the tenant to cure or that are caused by the act or omission of the tenant. Subsequent to closing, Sponsor will remove all violations of record it is obligated to correct.

The Purchase Agreement is not assignable without the consent of the Sponsor. Sponsor may not withhold permission for assignment of the Purchase Agreement based upon race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

If there is any conflict between the Plan and the Purchase Agreement, it will be resolved in favor of the Plan. The Purchase Agreement does not contain, nor will it be modified to contain a provision waiving a purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law.

(n) Sponsor Fee: At closing, each purchaser shall pay to the Sponsor the sum of $3,500.00 to defray the Sponsor's costs of creating the condominium, e.g., architectural costs, filing fees, legal fees and other costs incurred in creating the condominium.

N. ASSIGNMENT OF PURCHASE AGREEMENT

The Sponsor is not obligated to consent to any assignment, and, if Sponsor refuses to consent, the Purchaser will not be excused from his or her obligations under the Purchase Agreement. In the event that Sponsor consents to an assignment, a Purchase Agreement may be assigned one time only by the Purchaser thereunder upon payment of a fee of $500.00 to Sponsor's counsel and execution of all assignment documents prepared by such counsel. If a Purchaser desires to take title in the name of an entity to, or controlled by the Purchaser that differs from the name on the Purchase Agreement, or to add, delete, or substitute the name of a member of Purchaser's family, then, if such alteration, addition, deletion, or substitution is permitted by Sponsor (in Sponsor's sole discretion), the Purchaser will be required to deliver to the Selling Agent or Sponsor's counsel, four (4) signed assignments of the Purchase Agreement (in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8 (Certificate of Foreign Status), as applicable, must be delivered to the Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $500.00 made payable to Sponsor's counsel (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for Purchaser's closing. In no event will the Purchaser have the right to postpone the closing as a result of such change in name or assignment. Sponsor is not obligated to consent to any such assignment, and, if Sponsor refuses to consent, the Purchaser will not be excused from his or her obligations under the Purchase Agreement. Sponsor may not withhold permission for assignment of the Purchase Agreement based upon race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

O. EFFECTIVE DATE

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

1. The Plan may be declared effective by personal service of the notice of effectiveness on every purchaser or by commencement of service of the notice by mail addressed to the offeree at the last known residence of such offeree, and submitting an amendment to the Department of Law within five (5) days confirming that the plan was declared effective on a specified date. Notwithstanding that some of the purchasers used to declare the plan effective may not actually close, Sponsor will re-declare the plan effective if all purchase agreements are either rescinded or terminated prior to the date of the first Unit closing, regardless of whether the condominium declaration has not been recorded.

2. The Plan may not be declared effective unless bona fide purchasers, including investors, have signed purchase agreements for at least fifteen percent (15%) of the residential Units offered under the Plan. In this Offering, the Sponsor may declare effective by selling four (4) residential Unit, which is seventeen (17%) of the residential Units being offered. Ancillary Amenities, which are Common Elements, may not be counted towards effectiveness.

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

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

   (b) if the purchaser did not have three (3) business days to review the offering plan and all filed amendments prior to executing a purchase agreement; or

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

4. The Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for 80% of the residential Units offered under the Plan. In this Offering, the Sponsor must declare effective when accepting purchase agreements for twenty (20) residential Units, which eighty three percent (83%).

5. The Sponsor may, at its option, declare the Plan abandoned for any reason whatsoever before it is declared effective. If the offering plan is to be abandoned after filing and the Sponsor has accepted purchase agreements, the Sponsor shall promptly submit an amendment to the Office of the Attorney General together with form RS-3 as promulgated by the Office of the Attorney General. If payments under the purchase

agreements have been received, Sponsor shall refund them in full, with interest earned, if any, within five (5) days after abandonment via overnight mail. If there are no outstanding purchase agreements the Sponsor need not submit an amendment but shall submit a form RS-3 to the Office of the Attorney General which shall be served simultaneously by the Sponsor on all commercial or professional tenants, if any, in the manner specified by Section 20.1(d)(1). If the offering plan is to be abandoned after filing and the Sponsor has accepted purchase agreements, all purchasers will be so notified in writing, and the Sponsor shall promptly within fifteen (15) days of abandonment submit an amendment to the Office of the Attorney General together with form RS-3 as promulgated by the Office of the Attorney General. If payments under purchase agreements have been received, Sponsor shall refund them in full, with interest earned, if any, within five (5) days after the amendment for abandoning the plan has been accepted for filing via overnight mail.

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 one percent of the total offering amount, or (b) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than one-half of one percent of the total offering amount, or (c) the taking of any material portion of the Property in condemnation proceedings or by eminent domain. Any amount relied upon as a basis for abandonment after effectiveness excludes attorney fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the plan and are either known to the Sponsor or are a matter of public record.

   Subsequent to the First Closing, this Plan may not be abandoned unless at least eighty percent (80%) of the Unit Owners vote to terminate the Condominium (twenty (20) Units). See Section, “Rights and Obligations of Unit Owners” for further discussion.

P. TERMS OF SALE

1. Deed and State of Title. Upon delivery to Sponsor of: (i) the balance of the Purchase Price, (ii) a Unit Owner's Power of Attorney in favor of the Condominium Board and Sponsor and (iii) a transferee affidavit or a transfer tax return in the form required to be filed with The City of New York, each of which must be executed and acknowledged by the Purchaser, the Sponsor will execute, acknowledge and deliver to the Purchaser a Bargain and Sale Deed with covenant against grantor's acts, conveying title to such Unit and its appurtenant interest in the common elements to Purchaser free and clear of all liens, encumbrances and title exceptions subject only to the title conditions set forth in Exhibit A to the Purchase Agreement. Title exceptions may include the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable. The Unit Owner's Power of Attorney and Deed will be substantially in the forms set forth in Documents No. 4 and No. 5 in Part II of the Plan.

2. At any time after the execution of a purchase agreement, the Sponsor may give the Purchaser thirty (30) days' Notice of Closing. The thirty-day notice may not be served until a temporary or permanent certificate of occupancy has been issued and the Plan has been declared effective. The actual closing of title to each Unit shall take place only after, or concurrently with, the latest of the following events to occur:

   (i) issuance of a temporary or permanent certificate of occupancy for the Property or a temporary or permanent certificate of occupancy covering the Unit being purchased.

   (ii) the Plan has been declared effective and an effectiveness amendment has been accepted for filing by the Department of Law;

   (iii) the recording or filing, as required by law, of the Declaration, the By-Laws and the Floor Plans and such other documents as may be required by law; The Declaration of Condominium, By-Laws and floor plans for the condominium and such other documents as required by law, will be recorded or filed in accordance with the New York Condominium Act or applicable state and local law in the Office of the City Register of the County in which the Condominium is located.

   (iv) the existing mortgagee at the time of the conveyance of the first Unit and at the time of the conveyance of each Unit will either: consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium Units; subordinate the lien of its mortgage to the declaration of condominium; or release its lien on the condominium Unit being conveyed and its interest in the common elements;

   (v) The Sponsor has secured financing with BCC Funding II LLC, a Delaware limited liability company, having an address at 241 37th Street, Suite A-305, Unit 12, Brooklyn, New York 11232. Sponsor believes said financing will be sufficient to complete construction of the Building. The Unit shall be released upon payment to the lender the amount equal to 93% of the gross sales proceeds for any Unit, as applicable; it being agreed that (i) the minimum gross sales proceeds for any

residential Unit (other than a duplex residential Unit) shall be equal to no less than $875.00 per square foot multiplied by the net sellable square footage for such Unit as set forth in the Plan (or, in the case of any parking space which is sold as a license, the actual square footage, if no square footage is stated in the Plan), (ii) the minimum gross sales proceeds for any duplex residential Unit shall be equal to no less than $5,250,000.00, and (iii) the minimum gross sales proceeds for a commercial Unit shall be equal to no less than $5,250,000.00. See Section "Rights and Obligations of Sponsor."

(vi) if the purchaser of such Unit so requests, the issuance of a title insurance binder insuring fee title to such Unit in the purchaser, at purchaser's expense, subject only to the encumbrances set forth in such purchaser's Purchase Agreement (all other liens will be removed or insured against enforcement or collection out of the Unit by Purchaser's title company prior to or at closing), which binder will also insure that a valid condominium has been created pursuant to the terms of the Condominium Act. (See Section "Unit Closing Costs and Adjustments" for an estimate of the cost to the purchaser to obtain such title insurance);

(vii) purchaser being given the opportunity to inspect such Unit and other portions of the Property subject to the Declaration;

(viii) the assignment by Sponsor of any manufacturers' warranties with respect to equipment and appliances in the Unit to the Unit Owner and with respect to the equipment and appliances in the General Common Elements or Limited Common Elements, to the Condominium Board.

3. Title to each Residential Unit and its Common Interest will be conveyed at the closing of title to such Residential Unit free and clear of all liens, encumbrances, and title exceptions other than those described in the proposed Unit Deed, if any, and the title exceptions and other matters set forth below and in Schedule A of the Purchase Agreement (collectively the "Permitted Encumbrances"):

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

(ii) Title exceptions may include the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable.

(iii) Zoning regulations, ordinances, building restrictions and regulations;

(iv) Consents by Sponsor or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets that the Property may abut;

(v) Encroachments of the Building, walls, stoops, steps, balconies, ornamental columns, windows, door caps, keystones, ledges, pilasters, coping, trim and cornices, and any

other part thereof, if any, upon any street or highway or upon any adjoining property and similar encroachments upon the Property;

(vi) Sewer, water, electric, plumbing, heating, gas, telephone and other utility easements and consents, if any, then or thereafter recorded, including the right to maintain and operate lines, wires, cables, amplifiers, transformers, pipes, conduits, poles, meters and distribution boxes in, over, under and upon the Property and the Building;

(vii) The lien of any mortgage, lien or other encumbrance granted, created, or obtained by the Purchaser;

(viii) Easements for ingress and egress for construction, installation, operation and maintenance of municipal service facilities and utilities. Any easement or right of use in favor of handicapped persons or any easement or right of use in favor of any utility company for electricity, steam, gas, telephone, water, or other service, and the right to construct, use, maintain, repair, and replace all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building.

(ix) Any Party walls and party wall agreements;

(x) Any other covenants, restrictions, easements, or any other encumbrance (other than for the payment of money), provided that they do not prohibit the existence and use of such Residential Unit;

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

(xii) The lien of any Common Charges and Special Assessments, real estate taxes, water frontage and/or meter charges, sewer rents, vault charges and assessments, provided that apportionment of such items is made as provided in the Section of the Plan entitled "Unit Closing Costs and Adjustments";

(xiii) Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements. Service, labor, concessionaire and maintenance agreements contemplated under the Plan;

(xiv) Any Interim Lease with the Purchaser for such Residential Unit;

(xv) Any lien, notice of pendency or other encumbrance either (i) for which the instrument required to remove said lien, notice of pendency or other encumbrance of record is delivered at or prior to the date of closing of title to the Residential Unit, together with the required recording or filing fee, to the proper party or to the Purchaser's title insurance company, or (ii) as to which the Purchaser's title insurance company will insure that the lien, notice of pendency or other encumbrance will not be collected out of or enforced against the Residential Unit;

(xvi) The lien of any assessment or assessments that are or may become payable in

annual installments of which any installment is then a charge or a lien, provided that apportionment thereof is made as provided in the Section of the Plan entitled "Unit Closing Costs and Adjustments";

(xvii) Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Sponsor or any of its principals, provided Sponsor or any such principals, as the case may be, deliver to the Purchaser or the Purchaser's title insurance company an affidavit showing that such judgments, bankruptcies or other returns are not against Sponsor or any such principals, as the case may be;

(xviii) Uniform Commercial Code financing statements or conditional bills of sale, provided that (i) such statements were filed on a date more than five years prior to the closing of title to the Unit, (ii) Sponsor executes and delivers to the Condominium an affidavit setting forth that the property covered thereby is no longer in the Residential Unit or is fully paid for, or (iii) a tenant is the debtor thereunder;

(xix) Sidewalk violations and any other violations against the Property that are the obligation of any Board or another Unit Owner to correct.

(xx) All of the terms, burdens, easements, covenants, restrictions, conditions and rules and regulations set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Residential Unit Owner's Power of Attorney and the Floor Plans, all as may be amended from time to time; and

(xxi) The standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring Purchaser's title to the Residential Unit.

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

(xxiii) Any lease covering the Unit.

(xxiv) Certificate of Occupancy to be issued covering the Unit if required.

(xxv) Any violations against the Property (other than the Unit) which are the obligation of the Condominium Board or another Unit Owner to correct.

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

any.

4. Damage to Units. The Sponsor prior to any Unit closing and the Condominium Board after the first Unit closes shall retain risk of loss to the Building from fire or other casualty. The Sponsor shall retain the risk of loss to the Unit from fire and other casualty until the Purchaser-in-contract/interim lessee shall be conveyed legal title or until the Purchaser-in-contract occupies the contracted-for Unit and assumes risk of loss from the Sponsor. 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. Therefore, a purchaser who takes possession of the contracted-for-Unit, as an interim lessee, prior to closing assumes the risk of losses not covered by insurance; if the Unit is damaged prior to closing the purchaser/interim lessee in possession's failure to make repairs will not excuse them from paying the balance of the purchase price and accepting delivery of the deed for the contracted-for Unit. Unit Owners should obtain the following at their own cost: homeowner's insurance including coverage for the contents of the Unit, personal property, and liability for personal injury as a result of occurrences in the individual Unit.

   Except as set forth in the preceding paragraph, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the Unit. The Sponsor will make a determination whether or not to repair the damage within fifteen (15) days. If Sponsor or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage, this agreement shall continue in full force and effect, Purchaser-in contract shall not have the right to reject title to the contracted-for Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements.

   If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the Purchaser-in contract will be refunded all purchase monies paid to Sponsor with interest earned thereon, if any, unless Purchaser-in contract is then in default thereunder (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed Liquidated Damages) will be retained by Sponsor as recompense. Purchaser-in contract shall not be required to pay the Balance unless and until (i) the contracted-for Unit has been repaired to as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or other Unit Owners) and if such proceeds are paid to Purchaser-in contract, Purchaser-in contract shall promptly upon receipt turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing.

5. Title to each Unit and its appurtenant interest in the common elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those described in the plan and the proposed Unit deed. Title exceptions include the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title

unmarketable. Other than the Condominium's governing documents which will be recorded prior to the first condominium Unit closing of title, each condominium will be conveyed free and clear of any leases and mortgages.

6. 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 of Condominium is filed, that is owned by the Sponsor or the owner of the property, is included in the conveyance unless specifically exempted in the offering plan.

Q. UNIT CLOSING COSTS AND ADJUSTMENTS

1. Closing Adjustments. At the closing of title to each Unit, Sponsor and the Purchaser shall apportion, as of midnight of the day preceding the closing: (i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the New York fiscal year beginning July 1 of the year for which assessed, including water charges and sewer rents (if separately assessed) and escrows for real estate taxes, if any; and (ii) rent and other charges, if any, pursuant to a lease for, or tenancy of, such Unit.

2. Closing Costs. At the time of title closing, each Purchaser of a Unit will pay certain closing costs in addition to the legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan.

   (i) If such Purchaser elects to obtain fee title insurance, he or she will pay a premium therefor to his or her title insurance company which will vary depending upon the amount of insurance requested. The premium for fee title insurance, if ordered through a title insurance company (the Purchaser is free to choose any title company without incurring additional fees from Sponsor), should be $773.00 for the first $100,000.00 of fee insurance plus $4.36 for each $1,000.00 or fraction thereof of additional fee insurance up to $500,000.00. The premium for mortgage title insurance should be $654.00 for the first $100,000.00 of insurance plus $3.64 for each $1,000.00 or fraction thereof of additional insurance up to $500,000.00. The Sponsor's Title Company: a) has updated the title search; and b) has been retained by the Sponsor to clear any title issues affecting the premises, and c) has been retained by the Sponsor to record the condominium declaration and any other documents requiring recording with respect to this offering plan. A copy of the title report will be furnished to the purchaser.

   (ii) A fee for recording the deed and Unit Owner's Power of Attorney of $32.00 for each instrument plus $5.00 per page, together with a service charge to the title company for such recording of approximately $185.00;

   (iii)If Purchaser obtains a mortgage loan, Purchaser will pay:

      (a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed;

      (b) Purchasers will pay a portion of the mortgage recording tax in the amount provided for by law (at the date of the Plan, the tax to the purchaser is 1.8% of the face amount of the mortgage for mortgages under $500,000.00, and 1.925% of the face amount of the mortgage for mortgages over $500,000.00). (Note: The Lending Bank pays an additional 0.25%);

      (c) Purchasers will pay a premium through the title insurance company for the mortgage title insurance policy.

(d) Purchasers shall pay Seller an equal to all of Purchaser's savings in the mortgage recording tax to which Purchaser is entitled, whether such savings result from an assignment of an existing mortgage on the Unit or is pursuant to Real Property Law 339-ee or otherwise. (Note: The Lending Bank pays an additional 0.25%);

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

(iv) Although statutorily a Seller's expense, Purchaser shall pay the Real Property Transfer Tax due to The City of New York. This tax is in the amount of 1% of the total purchase price of the Unit if the purchase price is $500,000.00 or less, 1.425% of the total purchase price if the purchase price is more than $500,000.00, and 2.625% if the Purchase is for more than one residential unit at one time [see (viii) below]. The Purchaser shall also pay for the New York State Real Estate Transfer Tax imposed by statute on transferors of property. New York State has recently adopted changes to the tax imposed. The changes went into effect on conveyances on or after July 1, 2019, for contracts entered into after April 1, 2019. The revised New York State tax is as follows: 0.4% of the total consideration for conveyances of a Unit with a purchase price of $2,999,999.99 or less, and 0.65% of the total consideration for conveyances of a Unit with a purchase price exceeding $3,000,000.00.

New York State Tax Law Section 1404(a) has recently been amended (the "Amended Tax Law"), effective as of July 1, 2021. The Amended Tax Law can be accessed at the following web address: https://www.nysenate.gov/legislation/laws/TAX/1404. Per the Amended Tax Law, in the case of a conveyance of residential real property, if the New York State transfer tax imposed by the law is paid by the Purchaser pursuant to a contract between the Sponsor and the Purchaser, the amount of such tax shall be excluded from the calculation of consideration subject to tax. Therefore, as the Plan and Purchase Agreement calls for the Purchaser to pay for both New York State and New York City transfer taxes, for purposes of calculating the transfer taxes to be paid, total consideration includes the following transfer taxes paid by the Purchaser:

(a) For New York City Taxes: New York City and New York State Transfer Taxes (i.e.: consideration equals the purchase price plus NYC and NYS transfer taxes);

(b) For New York State Taxes: New York City Transfer Taxes only (i.e.: consideration equals the purchase price plus NYC transfer taxes).

(v) Under Section 1402-a of the New York Tax Law, a "Mansion Tax" of one percent (1%) of consideration is payable by the grantee (Purchaser) on each conveyance of residential real property, including condominium units where the consideration for the entire conveyance is $1,000,000.00 or more. Residential real property includes a one to three family house, an individual condominium unit, and a cooperative unit

that is or may be used, in whole or in part, as a personal residence. As per the law, the Purchaser shall be responsible for the payment of the Mansion Tax.

(vi) New York State recently implemented a "Supplemental Tax" (in addition to the Mansion Tax, statutorily paid by the Purchaser) for transfers of residential real property in New York City, as detailed below. As per the recently enacted law, the Purchaser shall be responsible for the payment of the Supplemental Tax. The Supplemental Tax adds a tax on the Purchaser for purchases starting with a purchase price of $2,000,000.00 or more according to the following chart:

Purchase Price	**Supplemental Tax Rate**
$2,000,000.00 to $2,999,999.99	.25% of the purchase price
$3,000,000.00 to $4,999,999.99	.50% of the purchase price
$5,000,000.00 to $9,999,999.99	1.25% of the purchase price
$10,000,000.00 to $14,999,999.99	2.25% of the purchase price
$15,000,000.00 to $19,999,999.99	2.50% of the purchase price
$20,000,000.00 to $24,999,999.99	2.75% of the purchase price
$25,000,000.00 and above	2.90% of the purchase price

(vii) If a Purchaser purchases two (2) or more residential Units that have not been physically combined into a single residence or Unit before the transfer (a "combined sale"), The New York City Department of Finance may impose the New York City Transfer taxes at higher, commercial rates, i.e., where the consideration is $500,000 or less, the rate will be 1.425% of the purchase price, and where the consideration exceeds $500,000, the rate will be 2.625% of the purchase price. This may be the case even if the residential Units are transferred to the Purchaser pursuant to separate sales contracts with separate closing dates. The Department of Finance has taken the position that the consideration for the transfer of each residential Unit under a deed in a combined sale is not aggregated with the consideration for the other such deeded transfers in the same combined sale for purposes of determining the rate to be applied to each residential Unit transfer (i.e., the 1.425% rate or the 2.625% rate). The Department of Finance has stated that the application of the "bulk sale rule" is made on a case-by-case basis depending on the particular facts and circumstances and there is no guarantee that the Department of Finance will not change its position with respect to the foregoing. Consideration is also not aggregated for Mansion Tax purposes. Purchasers will be required to pay the Mansion Tax on each residential Unit in a combined sale, if the total consideration attributable to each such Unit is $1,000,000.00 or more.

(viii) Purchaser shall pay all governmental fees and title company service charges associated with discharging and recording a mortgage lien release and UCC-3 termination statement or other appropriate instruments discharging the Unit and its contents from any mortgage lien and security interest other than the lien of any mortgage loan Purchaser obtains.

(ix) Purchaser will be required to deposit with the Condominium Board two (2) months estimated monthly common charges for his Unit for the Working Capital fund.

(x) Purchaser shall be obligated to pay a fee of (i) $3,500.00 to the law firm of Sponsor's attorney for services rendered in connection with recording the Declaration of Condominium and the preparation of documents (ii) $500.00 for the preparation of the licensing documents, if the purchaser purchases a license (iii) $500.00 if the closing is held at any location other than Sponsor's attorney's office at the request of the Purchaser; (iv) $450.00 if Purchaser applies for and closes with a mortgage; (v) $350.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor's attorney; and (vi) $500.00 for each time the closing is rescheduled at the request of the Purchaser (for the costs to fix a new Closing Date and time, to coordinate the attendance of all persons, to re-date the closing documents and to recalculate the closing apportionments).

(xi) At closing, each purchaser shall pay to the Sponsor the sum of $3,500.00 to defray the Sponsor's costs of creating the condominium, e.g., architectural costs, filing fees, legal fees and other costs incurred in creating the condominium.

All fees are cumulative to the extent applicable to an individual Purchaser. If, for example, Unit 302 has a purchase price of $2,026,000.00, a mortgage of $1,3600,000.00, and title insurance, the following closing costs are estimated:

Owner's liability:	$7,851.00
Loan liability:	$1,613.00
Mansion Tax	$25,787.18
Mortgage Tax Buyer's Portion:	$31,170.40
NY State Transfer Tax:	$8,252.00
NYC Tax:	$29,397.39
Municipals:	$295.00
Bankruptcy Search:	$50.00
Patriot's Search:	$20.00
Overnights:	$50.00
Endorsements:	$150.00
Escrow Service Fee:	$50.00
Mortgage Recording Fee:	$200.00
Deed Recording Fee:	$145.00
E- Forms:	$125.00
Transfer Tax Filing Fee:	$350.00
2 months' est. comm. Charges:	$1,778.30
Legal fee to Sponsor's Attorney:	$3,950.00
Paid to Sponsor for costs:	$3,500.00
TOTAL:	**$114,734.27**

However, the closing costs for more expensive Units will be higher than those in the example.

3. In the event that Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first Unit, the Sponsor shall place in escrow in the name of

the Condominium Board an amount equal to the real estate taxes which will be levied against the property for the six (6) month period following the first closing and will collect at each Unit closing the estimated amount of taxes attributable to such Unit. The Condominium Board will pay the real estate taxes from the escrow account when taxes are due and payable, and the funder of the escrow account will be entitled to reimbursement from Unit owners to the extent of the actual assessment. The amount deposited in escrow for real estate taxes will be disclosed in all post-closing amendments until the Units are separately assessed. Until the Units have been separately assessed, all post-closing amendments shall disclose the amount of the funds deposited in escrow for the payment of real estate taxes.

In the event that the Unit has not been separately assessed for the then current fiscal tax year at the time of closing title, the apportionment of real estate taxes shall be based on the Unit's pro rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. Installments for tax assessments due after delivery of the deed (if any) shall be paid by the Purchaser and shall not be considered a defect in title.

4. As per a recent Rule issued by the Financial Crimes Enforcement Network (FinCEN), entitled "Residential Real Estate Rule", for all closings on residential properties taking place on or after March 1, 2026, United States title insurance companies are now required to collect and report information regarding purchasers in residential real estate transactions where:

   (a) the purchaser is 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; and

   (b) the purchaser purchases residential real property located in the United States; and

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

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

   As per the Rule, in Covered Transactions, title companies must duly file a FinCEN Currency Transaction Report (the "Report") within thirty (30) days of the closing of the Covered Transaction (the contents of the Report and the requirements for filing are contained in the Order).

R. RIGHTS AND OBLIGATIONS OF SPONSOR

1. The Sponsor will endeavor in good faith to sell all of the Units in a reasonably timely manner. The Sponsor is reserving the unconditional right to rent Units rather than sell Units after Consummation of the Plan. Accordingly, there is no commitment by Sponsor to sell more than 15% or four (4) Units, which is necessary to declare the plan effective.

   The Sponsor has secured financing with BCC Funding II LLC, a Delaware limited liability company, having an address at 241 37th Street, Suite A-305, Unit 12, Brooklyn, New York 11232. Sponsor believes said financing will be sufficient to complete construction of the Building. The Unit shall be released upon payment to the lender the amount equal to 93% of the gross sales proceeds for any Unit, as applicable; it being agreed that (i) the minimum gross sales proceeds for any residential Unit (other than a duplex residential Unit) shall be equal to no less than $875.00 per square foot multiplied by the net sellable square footage for such Unit as set forth in the Plan (or, in the case of any parking space which is sold as a license, the actual square footage, if no square footage is stated in the Plan), (ii) the minimum gross sales proceeds for any duplex residential Unit shall be equal to no less than $5,250,000.00, and (iii) the minimum gross sales proceeds for a commercial Unit shall be equal to no less than $5,250,000.00.

   In addition, the By-laws do not contain a provision that, after the Sponsor Board Control Period, a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principal(s). Purchasers should note that owner-occupants may never gain effective control of the condominium.

   In the event of a Bulk Sale by the Sponsor of all or some of its unsold Units, the transferee successor Sponsor will be bound by the Sponsor's representations regarding its commitment to sell Units.

2. Sponsor shall be obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions and to indemnify the board of managers and the Unit owners.

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

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

5. Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to unsold Units. Sponsor represents that it has the financial resources to meet its obligations with respect to unsold Units. Such obligations shall be funded through the rentals and sales of unsold Units and from other funds of the Sponsor. No bond or other security has been posted to secure Sponsor's obligations.

6. The Sponsor will cause the Board of Managers to maintain the property in substantially the same condition and manner as on the date of first closing until the Sponsor no longer controls the Board of Managers.

7. If the Purchaser is or becomes the tenant or the occupant of the Unit, as an interim lessee, before the closing of title thereto and, before such closing, the Unit is damaged by casualty or otherwise, such Purchaser/interim lessee shall assume the risk of loss and the obligation to repair the damage to his/her personal belongings and any other property not covered by the insurance for the condominium, unless the cause thereof originated outside of the Unit and did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees, or workmen. Additionally, if before closing, the Unit is damaged by casualty or otherwise, a purchaser will not be able to close a loan on the damaged Unit and insurance proceeds will not be made available to a purchaser to restore a Unit prior to closing.

   Except as set forth in the preceding paragraph, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the same. The Sponsor will make a determination whether or not to repair such damage within fifteen (15) days after the date of the casualty. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the Purchaser will be refunded all purchase monies paid to Sponsor with interest earned thereon, if any, within thirty (30) days after the date of the casualty, unless Purchaser is then in default thereunder (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed Liquidated Damages) will be retained by Sponsor as recompense. If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacements.

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

9. In the event of dissolution or liquidation of the Sponsor or the transfer of twenty percent (20%) or more of the total number of Units in the condominium to one purchaser, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the offering plan, applicable laws or regulations and in the event of dissolution or liquidation, the principals of the Sponsor shall guarantee the performance of such obligations.

10. Construction

    Sponsor is obligated to build and complete the condominium in accordance with the building plans and specifications disclosed in the Plan and will, at its sole cost and expense, perform or cause to be performed such work, and will supply or cause to be supplied all materials, necessary to complete the Building and its appurtenances substantially in accordance with the "plans and specifications" (as hereinafter defined)

and with a quality of construction comparable to currently prevailing local standards, however, the Sponsor may not substitute equipment or materials of lesser quality or design.

All references in this Plan to "Plans and Specifications" shall mean the plans and specifications for the Building disclosed in the Plan and filed with the Department of Buildings and other appropriate governmental authorities (some of which are summarized in Document Number 1 of Part II of the Plan), as the same may be amended or changed from time to time in accordance with the provisions of the following sentence.

Sponsor reserves the right to amend or modify from time to time the Plans and Specifications (including, without limitation, changes in layouts and designs or changes affecting the materials, appliances, equipment, fixtures and other construction details) and to substitute materials, appliances, equipment and fixtures in place of those described in the plans and specifications, provided such substitutions are of Equal or Better Quality and design. The foregoing notwithstanding, 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. There is a rebuttable presumption that a Unit size that is diminished by five percent (5%) or less is not material. Unless all affected Unit Owners and affected contract vendees consent in writing to such change, no material change will be made in Unit size, layout, or percentage of common interest if a purchase agreement has been executed and delivered to the Sponsor for that Unit and the purchaser is not in default, and 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.

Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of: (i) any immaterial variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan; or (ii) immaterial variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of Equal or Better Quality than as set forth in the Description of Property and Specifications as set forth as Exhibit 1 in Part II of the Plan. Any such variation which is material will be disclosed in a duly filed amendment to the Plan. Sponsor is obligated to complete construction in accordance with all applicable laws and codes in accordance with filed building Plans and Specifications.

The issuance of a temporary or permanent Certificate of Occupancy for all or any portion of the Building shall be deemed rebuttable evidence that the construction of the Building or such portion and its appurtenances and all of the Units has been substantially completed in accordance with this Plan and the Plans and Specifications approved by the DOB. However, notwithstanding the foregoing, Sponsor or its representatives will correct, repair or replace all defects in the construction of the Building and its appurtenances and the Units offered hereby, or in the installation or operation of any appliances, fixtures or equipment in the same, or will cause the same to be corrected, repaired or replaced, but only if such defects are due to improper workmanship or

material substantially at variance with the Plans and Specifications in any material respect, and Sponsor is notified by the Condominium Board or the affected Unit Owner in writing of such defect: (i) as to the Common Elements, within one (1) year from the earlier of the issuance of a temporary Certificate of Occupancy for the portion of the Building subject to such defect or the date of substantial completion of the portion(s) of the Common Elements which is claimed to be defective; or (ii) as to any Unit, on or prior to the date of closing for such Unit, except that if any such defect in a Unit can be detected only by occupancy of the Unit, Sponsor will correct such defect if notified in writing by the Unit Owner within one (1) year from the earlier of the closing of title to such Unit or the commencement date of an interim lease for such Unit. Notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in construction or installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen or others are assigned to the Condominium Board or Unit Owners; or for any condition resulting from normal wear and tear or natural deterioration or from normal settling or shifting of the Building, or for defects of an insubstantial nature, such as, without limitation, partial or total demise of any landscape improvements, nail pops, ridging on gypsum board or sheet rock walls, lumber shrinkage, doors or windows sticking due to weather, door warpage, grouting cracks, scratches in stone, formica or porcelain surfaces, bath and kitchen tile grouting cracks, adjustment of any bi-fold doors, walls not square, electrical plates not straight, discolorations or shrinkages, normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, ceiling imperfections, slight separation in joints of kitchen tile or wood flooring, warping, cupping or creaking of wood flooring or any nicks, scratches, gouges, imperfections or discolorations thereof, floors out of level, variations in width, length or tone of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, ceiling imperfections, painting defects, alignment of bathroom finishes, air infiltration from windows, any consequential damage resulting from settling (including, without limitation, concrete or drywall cracks which do not impair the structural soundness of the Building), existence of mold, normal plumbing, heating and air conditioning noises, or carpet discoloring and stretching; or for paint touch-ups or for repair of chips, mars, breaks or other defects in windows, and window sashes, sliding glass doors, lighting fixtures and globes, interior painted surfaces, sinks, tubs, bowls, shower doors, kitchen cabinets, counter tops, vanity tops and bases, medicine cabinets, doors, mirrors, saddles, appliances, woodwork, doors, hardware, flooring and appliance cabinets, salting, or color variation in exterior colored mortar and deep colored brick, ponding and/or controlled drainage on the roof finish, or cracks in any pressure treated wood or redwood used or intended for use outside the Building. Sponsor shall be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair shall be made by filling the stone or formica or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, formica or porcelain surfaces. Except as expressly set forth herein, Sponsor has no obligation to make any repairs of any kind. In no event shall Sponsor be liable for special or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan shall be to repair or, at Sponsor's option, replace any defective item of construction (whether arising as a result of defects in material or improper workmanship

or material substantially at variance with the Plans and Specifications), subject to the terms and conditions set forth in this paragraph, provided, however, that nothing contained herein is intended to relieve Sponsor of liability for actual damages resulting from property damage or personal injury arising as a result of negligence of Sponsor or its authorized agents or employees in connection with the transactions contemplated in the Plan.

In addition, in no event shall Sponsor or any contractor or supplier of the Sponsor, be required as a condition to closing, to correct any of the following: (i) any condition resulting from normal wear and tear or natural deterioration or from the normal settling or shifting of the Building, (ii) defects of an immaterial nature, such as, without limitation, nail pops, ridging on sheet-rock walls and ceilings, lumber shrinkage, door or window sticking due to weather, door warpage, including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size, weight and quality, slight scratches in plastic laminate, porcelain, or other surfaces, imperfect bath and kitchen tile grouting, adjustment of bi-fold doors, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation in joints of flooring or between base and floor, (iii) normal settlement and deflection or any consequential damage resulting therefrom, including, without limitation, cracks in concrete roof pavers (if any), or concrete cracks (if any) which do not impair the structural soundness of the Building, (iv) variations in floor levels, (v) ceiling imperfections, (vi) painting defects, (vii) alignment of bathroom finishes, (viii) air infiltration from windows, (ix) normal plumbing, elevator, trash chute, heating and air-conditioning noises, (x) normal floor noises and creaking, (xi) floor discoloring, (xii) variations in width, length or tone of wood floors, (xiii) repair of chips, scratches, mars, breaks or other defects in any windows, window sashes, sliding glass doors, shower doors, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, medicine cabinets, ceramic tile, marble floors and walls, resilient flooring, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets and flooring, (xiv) subsequent to the closing of title to the Unit, paint touch-ups, repairs of dented appliances, carpet discoloration, stretching or shrinkage, or replacement of fluorescent light ballasts in such Unit, (xv) variations in tone or color of marble or stone used in bathrooms or variations in tone or color of vanity tops or other marble or stone aggregate surfaces, (xvi) salting or color variation in exterior colored mortar and deep colored brick, (xvii) ponding and/or controlled drainage on the roof surface, (xviii) cracks in pressure treated wood used or intended for use outside the Building, (xix) seepage through masonry walls, (xx) the partial or total death of any trees, shrubs, bushes, ground cover, grass or other landscape improvements including any such landscape improvements in the garden, (xxi) damage to walkways or other concrete areas caused by the application of deicers, (xxii) water problems caused by ice dams, normal plumbing and heating noises, (xxiii) carpet stretching, normal settlement cracks on concrete foundations, patios, terraces, sidewalks and other flat work, (xxiv) basement leaks resulting from acts of God or alteration of landscaping or grading, leakage resulting from "ice dams" forming on roofs, shading variations of the exterior siding straining (on the face surface or grooves), and shading variations on fasciae from staining. Sponsor shall be obligated to repair abnormal scratches by filling any plastic laminate scratches or refinishing any porcelain scratches, but Sponsor shall not be obligated to replace such plastic laminate or porcelain surfaces. References in this Section or elsewhere this Plan

to excluded repairs or excluded conditions with respect various items listed shall not be construed to imply an obligation on the part of Sponsor to do any work or construction or to install any equipment, fixtures or appliances or other items except, in each case, as expressly provided in the Section entitled "Description of Property and Specifications" contained in Part II of this Plan.

Each Unit offered hereby, and the fixtures and personal property contained therein, are being sold and delivered "AS IS," as described in the Plan at the time of transfer of title to such Unit, unless Sponsor and the Purchaser of such Unit otherwise agree in writing (subject to Sponsor's obligation to deliver the Unit in the condition set forth in the Section of Part II of the Plan entitled "Description of Property"). The Purchaser of a Unit shall inspect such Unit prior to the closing date and shall execute at such time an inspection statement attached to Document No. 2 in Part II of the Plan acknowledging the Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. See the Purchase Agreement annexed as Document No. 2 in Part II of the Plan. However, if a Purchaser finds that Sponsor's improvements as described in the Plan or in the Purchase Agreement for such Unit or other writing duly executed and delivered by Sponsor, have not been fully completed, although such improvements have been substantially completed, then Sponsor or its designated representative and the Purchaser will at the time of such execution agree upon and set forth in the inspection statement a list of the incomplete work to be completed in the Unit by Sponsor following the closing for such Unit. Sponsor reserves the right to limit the number of individuals who may accompany Purchaser(s) in its inspection of the Unit. Prior to the closing of a Unit, Purchaser shall not be entitled to conduct any invasive testing in the Unit including, without limitation, making holes in the walls or ceiling and/or removing sheet rock, tiles, wood flooring, windows or windowpanes to test for mold, asbestos, lead paint, mildew, spores, fungi or other toxins or for any other purpose.

11. Sponsor's Limited Warranty

Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering as the Building height is greater than five (5) stories. Sponsor makes no other warranties, express or implied, in connection with this offering of the Units and all such warranties are excluded, except as provided in the limited warranty ("Limited Warranty") set forth in this Section. Sponsor will correct, repair, or replace any and all defects relating to construction of the Building, Common Elements or the Units or in the installation or operation of any appliances, fixtures, or equipment therein, or will cause the same to be corrected, repaired, or replaced, but only if:

A. such defects are due to substantially improper workmanship or construction practices or the use of materials that are substantially and materially at variance with the Plans and Specifications for the same; and

B. Sponsor is notified by the Condominium Board or the affected Unit Owner, as the case may be, of the same in accordance with the following, which notice shall be by certified mail, return receipt requested:

(i) with respect to any latent defect (that is, a defect that is not visually ascertainable) in the construction of a Unit, within 1 year of the earlier to occur of the (a) the Closing of Title to the Unit or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing;

(ii) with respect to any patent defect (that is, a defect that is ascertainable through inspection) in the construction of a Unit within 6 months of the earlier to occur of the (a) the Closing of Title to the Unit, or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing, provided, in each instance such patent defect is not caused by the Unit Owner or other occupant of the Unit;

(iii) with respect to any defects (patent or latent) in the construction of the Common Elements, within 1 year from the date of substantial completion of the portion of the Common Elements claimed to be defective. The issuance of a TCO or FCO covering such Common Elements shall be presumptive evidence that the construction of the Common Elements has been substantially completed.

The method of correcting any defect will be selected by Sponsor in its sole discretion. The quality of construction as to any such correction will be comparable to local standards customary in the particular trade or trades involved and will be in accordance with the Plans and Specifications.

Sponsor will be conclusively considered to have discharged any obligation that it may have with respect to the repair of a defect or replacement of a defective item, whether patent or latent, if:

(a) Sponsor is not notified of the existence of such defect, in the manner and within the appropriate time period specified above;

(b) The Condominium Board and/or Managing Agent and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors; or

(c) Sponsor has corrected, or caused the correction of, the defect in accordance with the practice of the industry, as determined by Sponsor's general contractor, architect, or engineer, in their sole judgment.

(d) Purchaser, through any act or omission (i) is the cause of such defect, or (ii) obstructs, delays, prevents or hinders Sponsor from gaining access to the Unit to repair a defect or replace a defective item.

C. This Limited Warranty is only available to the first Purchaser of the Unit and Sponsor shall have no liability to any subsequent Purchaser with respect to any claimed defects relating to the construction of the Units, the Common Elements or the Building.

REGARDLESS OF ANY LIMITATION IN THIS OFFERING PLAN THE SPONSOR IS OBLIGATED TO RENOVATE THE BUILDING IN ACCORDANCE WITH ALL APPLICABLE CODES, FILED PLANS, AND SPECIFICATIONS. ANY CONFLICT BETWEEN THE DISCLAIMERS LISTED IN THE OFFERING PLAN AND THE SPONSORS OBLIGATION TO RENOVATE THE PREMISES IN ACCORDANCE WITH APPLICABLE CODES, FILED PLANS, AND SPECIFICATIONS SHALL BE RESOLVED IN FAVOR OF THE LATTER.

THE FULL TEXT OF SPONSOR'S LIMITED WARRANTY IS ANNEXED TO THE PURCHASE AGREEMENT AND SET FORTH IN PART II OF THIS PLAN. PURCHASERS ARE URGED TO REVIEW THE SPONSOR'S LIMITED WARRANTY CAREFULLY BEFORE EXECUTING A PURCHASE AGREEMENT.

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

Sponsor will not be obligated to correct and will not be liable to any Unit purchaser as a result of: (i) any immaterial variations from filed building plans or the description of the Building set forth in the Plan; or (ii) minor variations from filed building plans or the description of the Building set forth in the Plan which are neither in violation of applicable building codes nor require the approval of any governmental authority having jurisdiction or which are necessitated by site conditions or job requirements, or (iii) immaterial variations in the dimensions or arrangement of rooms, walls or other areas within Units, provided (A) such variations are of Equal or Better Quality and design than that originally set forth in said plans or description, and (B) such changes did not affect the common interests or adversely affect the value of any Unit to which title has closed or for which a purchase agreement has been executed and is in effect, unless all Unit Owners affected by such change consent in writing to such change and all contract vendees directly affected by such change are given the right to rescind their purchase agreements and have their down payments returned to them.

Sponsor has no obligation to correct or repair any other defect or conditions in the Units, the Common Elements or the Building, or any other installations, apparatuses, fixtures or appurtenances. The representations set forth in this Plan and applicable law set forth the entire obligation of Sponsor to correct any defects and none other shall be implied. Except as provided in this Plan or under applicable law, each Purchaser of a Unit shall be required to complete the payment of the purchase price (without the provision of an escrow) and accept title at the time of closing, notwithstanding Sponsor's failure to complete the construction, finishing and decorating of such Unit or other Units or hallways or the Common Elements, so long as a temporary or permanent certificate of occupancy has been issued covering such Unit and such Unit's kitchen and bathroom appliances and fixtures are operable and its windows, interior walls and floors are installed in accordance with this Plan.

12. Prior to closing the first Unit Sponsor shall obtain a temporary certificate of occupancy

for the Unit. The Sponsor and its principals agree to obtain a permanent certificate of occupancy for the Unit within two (2) years after closing the first Unit.

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell Units. In New York City, it is common for Sponsors to commence Unit closings when some or all Units are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two-year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS 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 principals are obligated to procure the FCO.

Buyers are advised to visit the DOB website for further recommendations when purchasing a Unit in a building that does not have an FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at: https://www1.nyc.gov/assets/buildings/pdf/cofo_guide.pdf.

13. If the first closing takes place prior to the issuance of a permanent certificate of occupancy for the Building, Sponsor will maintain all deposits and funds in the special escrow account required by GBL Section 352-e(2)(b) unless the Sponsor's engineer, architect or other expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent certificate of occupancy, in which case the sum exceeding the amount so certified by the Sponsor's engineer or architect may be released from the special escrow account. Alternatively, the Sponsor must deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the

amount so certified. Any amount retained in escrow pending the delivery of a permanent certificate of occupancy, and the architect's certification certifying such amounts as sufficient, will be included in the initial post-closing amendment, and, if applicable, in subsequent amendments to reflect any changes in the amount escrowed. The use of any alternate security, if approved by the Attorney General, will be disclosed in an amendment to the Plan.

14. Prior to the closing of a 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 equipment and appliances installed in the Common Elements to the Board of Managers.

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

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

17. No bond or other security has been furnished to secure Sponsor's obligations including Sponsor obligations to complete construction of the condominium. If at any time while Sponsor is making an offering or making sales pursuant to the Plan Sponsor's financial condition does not permit it to perform its obligations hereunder, Sponsor will amend the Plan to disclose such change in financial condition and to offer Purchasers with outstanding Purchase Agreements a right to rescind such Purchase Agreements and will cease making sales pursuant hereto until Sponsor's financial condition shall again permit it to perform its obligations hereunder.

18. Sponsor and its contractors, subcontractors, agents and employees will have a right of reasonable access to each Unit and its appurtenant Limited Common Elements and to all of the Common Elements and to all of the Common Elements for purposes of completing construction of the Building or performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan, provided (i) Sponsor repairs any resulting damage to the Unit and restores it to substantially the condition it was in prior to Sponsor's entry and (ii) Sponsor provides reasonable prior notice to the Owner of the Unit to which access is required.

19. <u>General</u>

Except for Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to any Unsold Units (for so long as Sponsor owns same), The representations set forth in this Plan sets forth the entire extent of the obligations of Sponsor under this Plan and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of purchasers relative to their Units under their respective Purchase Agreements and applicable law. Sponsor makes no warranties other than as set forth in this section. The obligations of Sponsor under this section shall survive the delivery of the deeds to the respective Units. Sponsor shall not be liable for, or obligated to defend, any suits or claims with respect to any Unit arising out of any occurrence taking place on or

after the date of the closing of title to such Unit or the leasing thereof to any purchaser or, with respect to the Common Elements, or Limited Common Elements, arising out of any occurrence taking place on or after the date of the First Closing, except suits or claims arising out of the acts or omissions of Sponsor or the representations made by Sponsor in this Plan or any obligations imposed by statutes and/or regulations.

Enforcement of Sponsor's Obligations

Obligations of Sponsor under this section with respect to the Condominium, the Common Elements or the Limited Common Elements shall be enforceable only by the Condominium Board on behalf of all Unit Owners. During the Sponsor Board Control Period, the obligations by the Sponsor shall be enforceable by the Independent Board Members on behalf of all Unit Owner through binding arbitration. Any provisions that give Sponsor control of the enforcement of the Sponsor's obligations are not lawful. If there is a vote on whether to sue the Sponsor, the Sponsor's board representative cannot lawfully vote on that issue. In no event shall any obligations of Sponsor to the Condominium be enforceable by individual Unit Owners unless the Condominium Board fails to take reasonable action to enforce such obligations within ninety (90) days following the giving of written notice of such claim by any Unit Owner to the Condominium Board.

Sponsor agrees to indemnify the Condominium Board and the residential Unit Owners against, hold them harmless from and defend on their behalf any suits, proceedings, or claims arising out of any acts or omissions by Sponsor or any default by Sponsor in performing its obligations under this Plan or any breach of any representation expressly made by Sponsor in this Plan.

Sponsor's Right of Access

Sponsor and its contractors, subcontractors, agents and employees will have a right of reasonable access to each Unit and to the Common Elements for purposes of completing construction of the Building or performing certain alterations and repairs in or about Units owned by Sponsor and in fulfilling Sponsor's obligations under the Plan, provided (i) Sponsor repairs any resulting damage to the Unit and restores it to substantially the condition it was in prior to Sponsor's entry, and (ii) Sponsor provides reasonable prior notice to the Owner of the Unit to which access is required.

Sponsor and its invitees, licensees, contractors, subcontractors, agents and employees will have a right of access to each Unit and all of the Common Elements for purposes of completing construction of the Building or performing repairs in or about Units owned by Sponsor or in fulfilling Sponsor's obligations under the Plan or for any lawful purpose, provided (i) Sponsor repairs any resulting damage to the Unit or the Common Elements, as the case may be, and restores the Unit or the Common Elements, as the case may be, to substantially the condition they were in prior to Sponsor's entry and (ii) Sponsor provides reasonable prior notice to the owner of the Unit to which access is required or the applicable Board in the case of the Common Elements.

For additional special rights of Sponsor under the Declaration with respect to the combining and subdividing of Units, designation of any of the Common Elements and other

matters, please see the Section of the Plan entitled "Rights and Obligations of Unit Owners and Condominium Board; Summary of By-Laws" and the copy of the Declaration and By-Laws contained in Part II of the Plan.

Sponsor's Liability

Except for Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to the Units that remain unsold from time to time (for so long as Sponsor owns same), the representation set forth in the Plan sets forth the entire extent of the obligations of Sponsor under this Plan and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers relative to their Units under their respective Purchase Agreements and applicable law.

Sponsor makes no undertakings or warranties except as hereinabove set forth and none should be implied. Sponsor does not warrant or guarantee the materials, workmanship or any other aspect of the Units or the Common Elements, any personal property or any portion thereof, except to the extent expressly provided in this Plan.

NOTWITHSTANDING ANYTHING STATED ABOVE, SPONSOR HAS AN ABSOLUTE DUTY TO CONSTRUCT THE BUILDING IN ACCORDANCE WITH THIS PLAN, ALL APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

Survival of Sponsor's Obligations

Sponsor's obligations and representations under the Plan or under the GBL that are to be performed subsequent to the closing of title to a Unit shall survive delivery of the deed to the Unit affected by such obligation for the limited time periods set forth in the Plan.

Sponsor's Obligations for Retained Units

So long as Sponsor retains title to any Units, Sponsor shall pay all Common Charges, Special Assessments and real estate taxes with respect to such Units. Sponsor represents that its financial resources will be sufficient to meet its obligations described above and its other obligations described in this Plan. Sponsor intends at present to meet its financial obligations under the Plan through profits generated from sales of Unsold Units and income generated from the rental of Unsold Residential Units. Sponsor has not furnished any bond or other security for the performance of its obligations under the Plan. If at any time while Sponsor is making an offering or making sales pursuant to the Plan Sponsor's financial condition does not permit it to perform its obligations hereunder, Sponsor will amend the Plan to disclose such change in financial condition and to offer Purchasers with outstanding Purchase Agreements a right to rescind such Purchase Agreements and will cease making sales pursuant hereto until Sponsor's financial condition shall again permit it to perform its obligations hereunder.

Dissolution of Sponsor

If Sponsor shall be dissolved or liquidated or shall transfer in bulk ten (10) or more Units or twenty percent (20%) or more of the total number of Units in the Condominium, whichever is less, Sponsor shall provide one or more financially responsible entities or individuals who will assume the status and obligations of Sponsor under the Plan and Applicable Law.

Insurance Described in Condominium Budget

Sponsor shall cause the Condominium to obtain and have in effect as of the date of the First Closing the insurance described in the Footnotes to Schedule B.

S. CONTROL BY SPONSOR

Voting Control Period

Sponsor as Owner of Unsold Units shall have "voting control" (defined below) of the Condominium Board for five (5) years from the first closing of a Unit or whenever the unsold units constitute less than twenty-five (25%) in Common Interest of all Units, whichever is sooner (i.e. the Sponsor Board Control Period). The term 'Voting Control' means Sponsor's exclusive right during only the Sponsor Board Control Period, as Owner of Unsold Units: (a) to appoint and designate three (3) Sponsor Board Members who will constitute the majority of the Condominium Board; and (b) to vote for the Independent Board Members (who shall have no family, employment or business relationship or affiliation with Sponsor or an Unsold Unit Owner or a related party to Sponsor or an Unsold Unit Owner) After the Sponsor Board Control Period, Sponsor shall continue to have the right, for so long as Sponsor owns at least at least one (1) unsold residential Unit, to vote for all Independent Board Members and to exclusively appoint and designate one (1) Sponsor Board Member.

Constitution of the Condominium Board

Until the first meeting of the Unit Owners, to be held within six (6) months after the first closing of a residential Unit under the Plan, the Condominium Board shall consist of three (3) individuals to be appointed and designated from time to time exclusively by Sponsor. After the first meeting of Unit Owners following the first residential Unit closing and at all subsequent meetings of Unit Owners to elect the Condominium Board during the Sponsor Board Control Period, the Board shall be composed of five (5) Board Members, three (3) of which shall be Sponsor Board Members who will constitute the majority of the Condominium Board, one Independent Board Member voted on by the Unit Owners, and one (1) Board Member appointed by the community facility Unit Owner.

Within thirty (30) days after the expiration of the Sponsor Board Control Period, Sponsor will cause the Condominium Board to call a special meeting of Unit Owners to be held. At such meeting, two (2) Independent Board Members (i.e., individuals who are unrelated to Sponsor and Sponsors principals) will be elected to replace two (2) of the Sponsor Board Members (who will resign effective at the date of such election), except a new five (5) member Condominium Board will be elected if this is the first meeting of Unit Owners. At such time, the Board shall be composed of three (3) Independent Board Members, one (1) Board Member appointed by the community facility Unit Owner, and one (1) Sponsor Board Member.

In the event Sponsor sells all the residential Units, a meeting will be held to elect new board members unrelated to the Sponsor within thirty (30) days of the last residential closing or sooner. At such time there will be four (4) Independent Board Members and one (1) Board Member appointed by the community facility Unit Owner. The By-Laws do not require that a majority of the board be owner-occupants unrelated to Sponsor. Accordingly, Purchasers for their own occupancy may never gain control of the board of directors and owner-occupants and non-resident owners may have inherent conflicts on management of the condominium.

Consequences of Sponsor's Voting Control

As a result of Sponsor's voting control of the Board during only the Sponsor Board Control Period, Sponsor will be able to control the decisions to be made by the Condominium Board, including those concerning:

(a) the Building's operations and services, which are nonetheless to be maintained and provided in accordance with the buildings maintenance standard and the level of standards, quality and requirements of Sponsor in accordance with, and as stated in this Plan;

(b) the amount of the Common Charges, which are, nonetheless, to be in an amount sufficient to provide the level of Building services, amenities (if any) and facilities in accordance with, and as stated in, this Plan; and

(c) the expenditures of the Working Capital Fund (which may be used for operating or working capital and to defray increases in common charges but may not be used to reduce common charges below the projected common charges in the SCHEDULE B as explained below.

Sponsor Veto Control

During only the Sponsor Veto Control Period (defined below), the Condominium Board and the Unit Owners (as to any vote or action by them) must obtain Sponsor's prior written Discretionary Approval or Consent to do any of the following (collectively. "Sponsor Veto Control"):

(a) to raise Common Charges or levy a Special Assessment for any of the following purposes:

(1) to make an Alteration to the Common Elements, the Association's Properties (including any Unit owned, leased or otherwise held or Operated by the Board, or its nominee or designee);

(2) to increase or decrease or eliminate the mandated minimum ten percent (10%) Reserve for Capital Replacements to be included in each Budget in accordance with this Plan and the Condominium Documents (see below);

(3) to increase, decrease or eliminate Building services set forth in said First year's budget or otherwise; or

(4) to increase, decrease, eliminate or otherwise change the amount or types of insurance coverage from those set forth in said first year's budget.

(b) to borrow money on behalf of the Condominium Association.

Sponsor, however, will give its Discretionary Approval or Consent if the Costs and Expenses (as determined by Sponsor, in its sole and absolute judgment) of the proposed

action requiring Sponsor's Discretionary Approval or Consent, when added to all other budgeted Common Expenses (as applicable), will not increase the Common Charges, inclusive of any Special Assessment of the Condominium Board, for any budget year of the Condominium, by more than five percent (5%) above the Common Charges for the immediately preceding budget year of the Condominium.

Sponsor will have the exclusive right to exercise veto control only during the Sponsor Veto Control Period. A Successor Sponsor Owner has the same rights and obligations afforded to the Sponsor; therefore, a Successor Sponsor (if any) will have the same right of veto control as Sponsor during the Sponsor Veto Control Period. See Section "Definitions."

Limitations of Veto Control

Sponsor may not exercise veto control over expenses described in the First Year's Budget (Schedule B) or over expenses required: (a) to comply with applicable laws or regulations; (b) to remedy a government notice or violation; (c) to remedy a work order by an insurer of the Building, or any matter concerning the health and safety of the occupants of the building.

Veto Control Period

The Sponsor Veto Control Period will end on the earlier of: (a) the date that the Common Interest appurtenant to the Unsold Units constitute less than twenty-five (25%) of the aggregate Common Interests of all Units; or (b) the fifth (5th) anniversary of the First closing of a Unit under this plan.

T. RIGHTS & OBLIGATIONS OF CONDOMINIUM BOARD, SUMMARY OF BYLAWS

A. The Board of Directors

1. Board Members

The affairs of the Condominium shall be governed by the Condominium Board, which shall consist initially of members designated by the Sponsor. The first three anticipated board members will be Abraham Brach, the principal of the Sponsor, and Ben Brach and Solomon Gluck, two (2) business associates of the Sponsor. Each member of the Board shall have one (1) vote. As provided in the By-Laws, the initial Condominium Board shall consist of three (3) members, each of whom will have one (1) vote. The first meeting to elect board members will be held within six (6) months after the first closing and thereafter, board elections shall take place annually. The term of office of each member of the Condominium Board shall continue for one (1) year. After the initial period of Sponsor control, board members may be a Unit Owner, or a person designated by a Unit Owner. Any member of the Condominium Board may resign his or her membership at any time by giving written notice thereof to the Condominium Board and, with respect to members of the Condominium Board designated as such. Notwithstanding anything to the contrary, however, each Condominium Board shall serve until a successor Board is elected and qualified.

After the initial period of Sponsor control, a majority of the Condominium Board need not be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Purchasers for their own occupancy may never gain control of the Condominium Board and that owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on the management of the condominium.

There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Condominium Board may serve. In addition, special meetings of Unit Owners may be held from time to time, pursuant to the By-Laws, whenever necessary for the affairs of the Condominium.

2. Officers of the Condominium

The officers of the Condominium shall consist of the President, the Secretary and the Treasurer, all of whom shall be elected by the Condominium Board which may also appoint additional officers. All officers shall serve without compensation from the Condominium. At least two (2) officers must be members of the Condominium Board and Unit Owners (or officers, directors, partners, employees, beneficiaries (or members of their family) of corporations, partnerships, fiduciaries, or mortgagees that are Unit Owners). Any officer may be removed, without cause, by vote of a majority of the Condominium Board at a meeting called for such purpose.

3. Liability of the Condominium Board and the Unit Owners

The members of the Condominium Board will have no liability to Unit Owners for errors of judgment, negligence, or otherwise, except that individual members will be liable

for their own bad faith, willful misconduct or gross negligence.

Every contract made by the Condominium Board, by any officer of the Condominium, or by any superintendent or Managing Agent of the Building, shall state (if obtainable) that (a) it is made only as agent for all Unit Owners, and the members of the Condominium Board or such officer, superintendent, or Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners), and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and (ii) such Unit Owner's interest in his or her Unit and its appurtenant Common Interest, unless otherwise provided by law.

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

There is no provision for insurance covering indemnification of Board Members. It is at the discretion of the Condominium Board to obtain such coverage, the cost of which will be borne by the Unit Owners as a common expense.

4. Compensation

All members of the Condominium Board shall serve without compensation.

5. Board Member Removal

During the Sponsor Board Control Period, any officer may be removed, with cause, by vote of a majority of the Condominium Board at a meeting called for such purpose. After the Sponsor Board Control Period, a Condominium Board member may be removed by a majority of the Unit Owners with or without cause.

6. Voting

When votes of the Unit Owners are required, each Residential Unit Owner shall exercise his vote in the manner set forth in the By-Laws, which provides as follows: each Residential Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own at least one (1) Unit) shall be entitled to cast one (1) vote for each Unit owned.

The presence, in person or by proxy, of a 2/3 majority of all Unit Owners shall constitute a quorum at all meetings of Unit Owners, and unless otherwise provided, the decision of a majority of the Unit Owners at a meeting at which a quorum shall be present shall be binding upon all of the Unit Owners. See Sections 4.4, 4.5 and 4.8 of the By-Laws attached as Document No. 7 in Part II of the Offering Plan.

7. Amendments to the Condominium Documents

Generally, subject to certain exceptions and provided that any required consent of the mortgage representatives is obtained, any provision of the Declaration, the By-Laws, or the Rules and Regulations may be amended, modified, added to or deleted by the affirmative vote of 66 2/3% of the Unit Owners, taken in accordance with the By-Laws. However, for so long as Sponsor or its designee is the owner of one (1) or more Units in the entire Condominium, the Declaration, the By-Laws and the Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or such designee without the prior written consent of every Unit Owner affected by such amendment. See Section 5.10 of the By-Laws attached as Document No. 7 in Part II of the Offering Plan.

B. Powers and Duties of the Condominium Board

The Condominium Board has a fiduciary duty to act in the best interest of the Condominium. The Condominium Board shall have the powers and duties necessary for administration of the affairs of the Condominium (subject to the limitations set forth in the By-Laws), including, without limitation, the following:

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

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

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

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

(v) to determine the amount and establish the means and methods of payment of, and to collect, the Common Charges and Special Assessments from the Unit Owners;

(vi) to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and

replacement of the Common Elements, provided, however, that: (a) with respect to the borrowing of any sum in excess of $25,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years) in addition to the affirmative consent of a majority of the members of the Condominium Board, the affirmative consent of a majority of all Unit Owners shall be required; (b) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (c) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (vi) shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit;

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor;

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 of the By-Laws which can be found in Part II of this plan;

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 of the By-Laws which can be found in Part II of this plan, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws;

(xii) to accept the surrender of any Unit pursuant to the terms of paragraph (C) of Section 6.2 of the By-Laws which can be found in Part II of this plan, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiii) to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

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

(xvi) to adopt and amend the Rules and Regulations and to levy and collect fines against Unit Owners for violations of the same;

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

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

(xix) to organize corporations to act as the designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a residential condominium;

(xx) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, renovation, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate;

(xxi) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or the By-Laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the same; and

(xxii) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and the By-Laws.

C. Meeting and Votes of the Unit Owners.

Under the Condominium By-Laws, set forth in Part II of the Plan, until the first sale of a Unit, the initial three (3) member Condominium Board shall be designated by the Sponsor. Within six (6) months of the first closing, a meeting will be held to elect a new Condominium Board consisting of five (5) Board Members. At such time, the Sponsor shall designate three (3) of the five (5) Board Members, who shall serve for a period of five (5) years. The other Board Member shall be elected by all Unit Owners, for a term of one (1) year. Elections for this seat on the Condominium Board shall be held annually. After the Sponsor Board Control Period, Sponsor shall continue to have the right, for so long as Sponsor owns at least at least one (1) Unsold Unit, to vote for all Independent Board Members and to exclusively appoint and designate one (1) Sponsor Board Member. After all Units are sold, a meeting will be held to elect new board members unrelated to the Sponsor within thirty (30) days of the last closing or sooner. After the initial period of Sponsor control, the Condominium Board shall consist of five (5) members, each of whom will have one (1) vote. Board elections shall take place annually. The term of office of each member of the Condominium Board shall continue for one (1) year. Any member of the Condominium Board may resign his or her membership at any time by giving written notice thereof to the Condominium Board and, with respect to members of the Condominium Board designated as such. Notwithstanding anything to the contrary, however, each Condominium Board shall serve until a successor Board is elected and qualified.

(a) Meeting. Except for the first meeting, the Unit Owners shall hold annual meetings on or about the anniversary of the first meeting and every anniversary thereafter, unless such date shall occur on a legal holiday, in which event the meeting shall be held on the succeeding business day. At each annual meeting, the Unit Owners shall conduct such business as may properly be conducted. In addition, special meetings of Unit Owners may be held from time to time, pursuant to Article 2 of the By-Laws, whenever necessary for the affairs of the Condominium.

(b) Quorum. The presence, in person or by proxy, of a 2/3 majority of all Unit Owners shall constitute a quorum at meetings of Unit Owners.

(c) Voting. In votes of the Unit Owners, each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one (1) vote for each Unit owned. Unless otherwise provided, the affirmative 2/3 majority vote of the Unit Owners at which a quorum is present shall be binding upon all of the Unit Owners.

(d) Designation of Board Members. Board Members are elected annually by a majority vote of all Unit owners present at a regular or special meeting at which a quorum is present.

D. Condominium Board Meetings and Voting:

(a) Quorum. A quorum for meetings of the Condominium Board consists of a majority of the members of the Condominium Board.

(b) Voting. All decisions or acts requiring a vote, resolution, approval, agreement or consent of the Condominium Board must be made by the affirmative vote,

approval, resolution, agreement, or consent of a majority of the Board Members at which a quorum is present.

E. Repairs, Alterations and Improvements to Common Elements

All painting, decorating, maintenance, repairs and replacements to the Common Elements, whether located inside or outside of Units, shall be made by the Condominium Board, which need not obtain the approval of the Unit Owners or of mortgagees of Units (regardless of the cost thereof), and the cost of the same shall be a Common Expense (unless necessitated by the negligence, misuse, or neglect of a Unit Owner, in which case such Unit Owner will bear the entire cost thereof). It should be noted that windows and entrance doors to the Units shall be deemed part of their respective Unit. In connection with the foregoing, the exterior glass surfaces of all windows located in any Unit are to be washed and cleaned by the owner of such Unit, at such Unit Owner's sole cost and expense.

The cost of snow removal from Common Elements shall be a Common Expense. All maintenance and repairs to the Common Elements shall be performed by employees of the Condominium or by independent contractors.

Whenever, in the judgment of the Condominium Board, the Common Elements shall require additions, alterations, or improvements costing more than $25,000.00, in the aggregate, in any calendar year, such additions, alterations, or improvements shall not be made unless the same have been approved by a majority vote of all the Unit Owners (including Sponsor, if it then owns any Unit) at a duly constituted Unit Owner's meeting and by the representatives of mortgagees of Units, if any, appointed pursuant to the By-Laws (the "Mortgage Representatives"). If approved, the Condominium Board may, in its discretion, assess each Unit Owner his or her pro rata share of the cost of such additions, alterations, or improvements according to his or her Common Interest, as part of the Common Charges. Any additions, alterations, or improvements costing $25,000.00 or less, in the aggregate, in any calendar year may be made by the Condominium Board without the approval of the Unit Owners or the Mortgage Representatives, if any, and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing, for a period of five (5) years after the closing of the first Unit, or as long as Sponsor or its designee or both shall collectively own Units representing at least twenty-five percent (25%) or more in number or in common interests, no additions, alterations, or improvements shall be made to the Common Elements, regardless of the cost thereof, unless the consent of the Sponsor or its designees is first obtained, unless same is required by law or is necessary for the health or safety (but not the general comfort or welfare) of the residents of the Building.

F. Insurance

The Condominium Board shall maintain fire insurance policies insuring the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, or other personal property supplied or installed by the Unit Owners or tenants of Unit Owners), and covering the interests of the Condominium, the Condominium Board, a majority the Unit Owners and the holders of all Permitted Mortgages (the "Permitted Mortgagee"), as their replacement value of the Building

(exclusive of excavation and foundations), without deduction for depreciation. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the loss proceeds, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear; subject, however, to the loss payment provisions in favor of the Condominium Board and the Insurance Trustee (hereinafter defined) as set forth below. The cost of all such insurance shall be paid by the Condominium Board and shall be borne by the Unit Owners as part of the Common Charges.

The following insurance is available for the Property for the projected First Year of Condominium Operation as set forth in the insurance proposal letter dated January 15, 2025, issued by Gold River Insurance Brokerage, a licensed insurance broker with an address at 60 Rutledge Street, Brooklyn, NY 11249.

Items Covered	Coverage Limits
Building	$14,000,000.00 All Risk, 100% Replacement Cost No Co-Insurance
Deductible:	$2,500.00
General Liability	$1,000.000.00 Each Occurrence $2,000,000.00 Aggregate
Flood	$1,000,000.00
Equipment Breakdown	Included
Projected Annual Premium	**$35,000.00**

Coverage for the following items is not included and may be available at extra cost: rent insurance; water damage; excess liability; auto liability; fidelity bond; and garage keeper's liability.

The proceeds of all such policies of physical damage insurance shall be payable to the Condominium Board. Such proceeds shall be applied for the purpose of repairing, restoring or rebuilding the Building, unless otherwise determined by Unit Owners. In no event shall such proceeds be paid to the holder of any mortgage placed by a Unit Owner on his or her Unit unless, in accordance with the provisions of Section 5.5 of the By-Laws, there shall be a determination not to rebuild the Building.

All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance or on invalidity arising from any acts of the insured and of pro rata reduction of liability and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' written notice to all of the insured, including Unit Owners, the Condominium Board and Permitted Mortgagees. Each Unit Owner shall be named as an additional insured on all such policies. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Permitted Mortgagees ten (10) days prior to expiration of the then current policies, and Unit Owner shall receive a certificate of such insurance.

The Condominium Board shall also maintain, to the extent obtainable: (a) public liability insurance as to personal injury and property damage in such limits and amounts as

the Condominium Board may from time to time determine, covering each member of the Condominium Board, and the Managing Agent or manager (if any) and each of the Unit Owners; (b) rent insurance in an amount equal to the Common Charges for one (1) year; (c) workers' compensation and New York State disability benefits insurance; (d) hazard insurance; and (e) such other insurance as the Condominium Board may from time to time determine. Such public liability insurance will also cover cross-liability claims of one insurer against another. However, such insurance will not cover the individual liability of a Unit Owner arising from any occurrence within his or her own Unit.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board may determine. The cost of all such insurance shall be paid by the Condominium Board and shall be borne by all Unit Owners as part of the Common Charges. In the event of any uncovered claim or damage the Board may need to assess a special assessment to the Unit owners to be able to pay for the claim and or damage.

Until the first meeting of the Condominium Board elected by the Unit Owners, the public liability insurance will be in an amount of $1,000,000.00 per occurrence or $2,000,000.00 aggregate covering all claims for personal injury or property damage in respect of any one occurrence, and the fire insurance will be at least in the amount set forth in Schedule B, the "Budget for the First Year of Condominium Operation." The Condominium Board shall review such limits annually.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation and provided, further, that the liability of the carriers issuing insurance procured by the Condominium Board shall not be affected or diminished by reason of any Unit Owner's other insurance. A Unit Owner should consider maintaining, at his or her own expense: (a) separate insurance on the contents (i.e., furniture and other personal property and belongings) in his or her Unit, in such amount as will be adequate to insure against loss by reason of fire or other casualty; and (b) liability insurance against claims for personal injury or property damage resulting from occurrences in his or her Unit.

G. Repair or Restoration after Fire or Other Casualty

Except as set forth in the next paragraph, in the event that the Building or any of the Common Elements thereof is damaged or destroyed by fire or other casualty, the Condominium Board will arrange for the prompt repair and restoration thereof.

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

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

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

H. Units Acquired by the Condominium Board

All Units acquired or leased by the Condominium Board or its designee shall be held by the Condominium Board or its designee on behalf of all Unit Owners. Any rent, purchase price, closing costs and closing adjustments payable in connection therewith shall be assessed against all Unit Owners as a Common Expense. No Units held by the Condominium Board or its designee shall carry voting rights. The Condominium Board shall not have any right of first refusal for the purchase of any Unit.

I. Termination of Condominium; Partition of Common Elements

The Condominium shall continue (unless terminated by casualty loss, condemnation, or eminent domain as provided by the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so by at least eighty percent (80%) of the vote, taken in accordance with the By-Laws. In addition, the written consent of the Mortgage Representatives, if any, shall be required before such vote is effective. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale resulting therefrom shall be divided among all Unit Owners in accordance with the value of each of the Units. In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. Before paying any of the proceeds to a Unit owner, the shares of such proceeds payable to such Unit owner shall first be applied to the payment of any liens on his or her Unit, in the order of priority of such

liens.

J. Reports to Unit Owners

All Unit Owners will receive annually copies of an annual report of the Condominium including a balance sheet and profit and loss statement certified by a certified public accountant (as long as the Sponsor is in control of the Condominium Board), a statement regarding any taxable income attributable to the Unit Owners and ten (10) to thirty (30) days prior notice of the holding of the Annual Unit Owners' meeting. In addition, it is the obligation of the Condominium Board to give all Unit Owners annually a copy of the proposed annual budget of the condominium ten (15) days prior to the date set for the adoption of such budget.

K. Review of Real Estate Assessments

The Condominium Board will be responsible for reviewing, appealing and filing any documents necessary for obtaining a reduction in the tax assessment and will file such documents on behalf of all of the owners. Such owners shall execute any documents required for such filing.

After the Units have been separately assessed, tax review for each Unit will be the responsibility of the Unit Owner.

L. Covenant against Partition of Common Elements

The Common Elements are not subject to partition nor are they severable from the Units except in accordance with the Real Property Law.

M. Capital Reserves

The Condominium Board has the power to accumulate reserve funds for capital replacements or other purposes in accordance with the Declaration and By-Laws, as set forth in Documents 6 and 7 in Part II of the Offering Plan.

N. Arbitration

In order to resolve any dispute, controversy, claim or question arising with respect to the Condominium, or to break any deadlock in voting, the parties shall submit such dispute or question to arbitration. If the parties cannot agree on the arbitrators or if the arbitration procedure has not commenced for any other reason within ninety (90) days of the original notice, then such dispute or question shall be submitted to the American Arbitration Association, which will give any party the rights he is entitled to under New York law. The decision of the arbitrators so chosen shall be given within thirty (30) days after their selection or appointment. The fees, costs and expenses of the arbitrators shall be shared equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses. Nothing contained in this paragraph shall be construed to preclude any purchaser's rights under Article 23-A of the GBL.

The Condominium Board shall follow the directions of the Arbitrators. The panel will have the authority to file their decision with the Court under the New York Arbitration Law and Article 75 of the CPLR. Any decision or award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The decision shall be enforceable in a court of competent jurisdiction. See Article 10 of the By-Laws attached as Document No. 7 in Part II of the Offering Plan.

U. RIGHTS AND OBLIGATIONS OF UNIT OWNERS & CONDOMINIUM BOARD

Sales and Leases of Units

Each owner of a Unit may sell his or her Unit, or lease his or her Unit for a minimum term of thirty (30) days; provided, however, that such owner first gives the Condominium Board written notice of his or her intention to do so, which notice shall be accompanied by a fully executed copy of the contract of sale or lease, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or lessee.

Mortgages of Units

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

(a) no Unit Owner shall be permitted to mortgage, pledge or hypothecate his or her Unit unless and until he or she shall have paid in full to the Condominium Board all unpaid Common Charges and special assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit;

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

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

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

Sponsor or its designee, as the owner of Unsold Units, shall have the right to mortgage the Unsold Units without any restriction or limitation, except that the Condominium Board is required to be notified in writing of the making of such mortgage and is to be given a copy thereof.

Capital Reserves

The Condominium Board has the power to accumulate reserve funds for capital

replacements or other purposes to meet the needs of the Condominium in accordance with the Declaration and By-Laws, as set forth in Documents 6 and 7 in Part II of the Offering Plan. There are no restrictions on these powers.

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

The Condominium Board will commence to collect the Common Charges upon the closing of title to the first Unit. Furthermore the Condominium Board will prepare and distribute to all Unit Owners, at least annually, a budget setting forth its projection of the Common Expenses for the coming fiscal year of the Condominium. Such Common Expenses will include, among other things:

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

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

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

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

Based upon such budget, the Condominium Board will promptly determine and advise each Unit Owner of the Common Charges payable by such Unit Owner during the ensuing fiscal year, which Common Charges shall represent a portion of the projected Common Expenses of the Condominium assessed to such Unit Owner prorated according to the Common Interest of his or her Unit.

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

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

Any Unit Owner may, by conveying his or her Unit, without consideration, to the

Condominium Board and complying with certain conditions set forth in the By-Laws in connection therewith, exempt himself or herself from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to his or her Unit and such Unit being free and clear of all liens and encumbrances other than any statutory lien for unpaid Common Charges. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing, unless:

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

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

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

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

Under the provision of Section 339-z of the Real Property Law, and Article 6 of the By-Laws, the Condominium Board will have a lien, on behalf of all Unit Owners, on each Unit for unpaid Common Charges and expenses assessed against such Unit together with interest and costs thereon. All such liens, however, will be subordinate, to the extent required by applicable law, to any liens for real estate taxes and assessments on such Unit.

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

In accordance with Section 339-aa of the Real Property Law, while the Sponsor is in control of the Condominium Board, the Sponsor will cause the Condominium Board to file a lien on Units in which Sponsor is more than thirty (30) days in arrears of common charges.

Failure by Non-Occupying Owner to Make Payments on its Unit

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

> For purposes of this section, "non-occupying owner" means a condominium Unit owner who does not occupy the dwelling Unit.
>
> If a non-occupying owner rents any dwelling Unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such Unit within 60 days of the expiration of any grace period after they are due, the Condominium Board shall provide written notice to the tenant and the non-occupying owner that rental payments from the tenant shall be paid directly to the Condominium Board.
>
> Such notice shall provide that commencing immediately and until such time as all such payments are made current, all rental payments due subsequent to the issuance of such notice are to be made to the Condominium Association at the address listed on the notice. However, where a majority of the Condominium Board has been elected by Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Condominium Board.
>
> When such payments from the non-occupying owner are once again current, written notice of this 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 Board's claim to rental payments pursuant to Section 339-kk shall be entitled to present facts supporting such position at the next scheduled meeting of the Condominium Board, which must be held within thirty (30) days of the date that such Board receives notice that such owner seeks to dispute such claim.
>
> Nothing in Section 339-kk shall limit any rights of Unit Owners or of the Condominium Board existing under any other law or agreement.
>
> Payment by a rental tenant to the Condominium Board made in connection with Section 339-kk shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-

occupying owner against such tenant for such rent.

Repair and Maintenance of Units and Common Elements

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

Subject to the rights of existing tenants and other occupants of Unsold Units, each Unit Owner shall grant to the Condominium Board, the Managing Agent and/or any other person authorized by any of the foregoing a right of access (to be exercised in a reasonable manner) to his or her Unit for the purposes of: making inspections, removing violations against the Common Elements or any part of the Property, making general repairs, curing defaults by the Unit Owner and for other purposes permitted by the By-Laws.

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary: (a) in or to any Unit (other than the Common Elements contained therein) shall be performed by the Owner of such Unit at his or her sole cost and expense; (b) in or to the Common Elements shall be performed by the Condominium Board as a Common Expense; (c) in or to the Limited Common Elements shall be performed (i) by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense, if involving structural or extraordinary maintenance, repair or replacement, (except if necessitated by the negligent act or omission of the Unit Owner) or (ii) by the Unit Owner having direct and exclusive access thereto at such Unit Owner's sole cost and expense, if involving painting, decorating, and non-structural ordinary maintenance, repairs and replacements.

If the hallway appurtenant to a Unit is utilized by a single Unit Owner, such Unit Owner shall have the right to modify the decor of such hallway, provided that such decor is in keeping with the décor of the Condominium. Such Unit Owner shall be responsible, at its sole cost and expense, for all maintenance, repairs, replacements and upkeep of the common hallway and the furnishings located thereon.

Any Unit Owner having access to an outdoor Limited Common Element shall keep such area free of snow, ice and accumulation of water. In order to promote a consistent appearance of the Building from the outside, no Unit Owner shall be permitted to enclose, erect a greenhouse and/or alter a Limited Common Element appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior approval of the Condominium Board.

In connection with the foregoing, it should be noted that the exterior glass surfaces

of all windows located in any Unit are to be washed and cleaned by the owner of such Unit, at such Unit Owner's sole cost and expense.

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

Alterations and Improvements of Units, Limited Common Elements and Common Elements

Upon Condominium Board approval, each Unit Owner shall have the right to:

(i) change the layout, make alterations, additions, or improvements in the interior of his Unit;

(ii) make alterations, additions, or improvements in the interior (i.e. enclosed storage spaces and other spaces that have no effect on the aesthetic of the Building) of any part of the property allocated to his Unit;

(iii) change the layout of his Unit;

(iv) if such Unit or Units are the only Unit or Units serviced or benefited by any Common Elements adjacent or appurtenant thereto (for example, that portion at the end of a hallway that is directly adjacent to the Unit or Units located at the end of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements shall, with the consent of the Board (which consent shall be in the Condominium Board's sole discretion and shall not be required if the Unit Owner or Owners shall be Sponsor or its designees), have the exclusive right of use of such portion of the Common Elements as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be required by reason thereof; provided, however that, notwithstanding anything to the contrary herein or in the By-Laws, such Unit Owner or Owners agrees, at their sole cost and expense to: (a) be responsible for the operation, maintenance and repair of that portion of the Common Elements for so long as such Unit Owner or Owners exercise such exclusive right of use; and (b) restore that portion of the Common Elements to its original condition, reasonable wear and tear excepted, after such Unit Owner or Owners cease to exercise such exclusive right of use.

provided, however, that, with respect to any such alteration, addition, improvement or change in, to, of or upon a Unit:

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

(2) the Unit Owner shall agree to hold the Condominium Board and all other Unit

Owners harmless from any liability arising therefrom; and

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

In the event that any Unit is subdivided, the subdivided Units shall jointly exercise and share the vote allocated to the original Unit.

In connection therewith, the Condominium Board, on behalf of the Unit Owner, shall execute any applications to any departments or to any governmental agencies having jurisdiction thereof, for any and all permits required in connection the making of alterations, additions, improvements, or repairs in or to a Unit, provided however that Condominium Board approval shall be required prior to any work of a structural nature.

Alterations and Improvements of Common Elements:

Generally, all alterations, additions, or improvements in or to the Common Elements will be made by the Condominium Board, and the cost and expense thereof will be charged to the Unit Owners as a Common Expense.

Except as otherwise provided in the By-Laws, no Unit Owner may make any alteration, addition, improvement, or repair in or to the Common Elements.

Sponsor or its designee or the owners of the Units shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, other Unit Owners, or representatives of holders of mortgages on Units to:

(a) make alterations, additions, improvements, or repairs in or to any Unsold Unit or Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and

(b) subdivide, combine and change the boundary walls of Unsold Unit or Units. (See Section Changes in Prices and Units" for further discussion.)

However, no change will be made in the size or number of Units and/or their respective percentages of common interest, and no material change will be made in the size or quality of common elements, except by amendment to the Plan and, when applicable, the declaration.

In addition, the Sponsor may not substitute equipment or materials of lesser quality and design, nor may the Sponsor change the size, location of building or Units, other improvements or common elements if such changes affect the percentage of common interests or adversely affect the value of any Unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change.

At the request of the Sponsor or its designee or the Unit Owner, the Condominium

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

Insurance Coverage

If a Unit is damaged by casualty and the proceeds of insurance obtained by the Condominium Board are not sufficient to cover the repair of the Unit, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Building will be an expense of the individual Unit Owner. In order to protect himself against the possibility of such an expense, the Unit Owner should obtain additional fire insurance coverage above and beyond that coverage maintained by the Condominium Board. In the event of any uncovered claim or damage the Board may need to assess a special assessment to the Unit owners to be able to pay for the claim and or damage. See subsection "Repair or Restoration after Fire or Other Casualty", under the Section entitled: "Rights and Obligations of the Condominium Board."

The Insurance policy listed in the section "Schedule B" includes the following coverage:

Items Covered	Coverage Limits
Building	$14,000,000.00 All Risk, 100% Replacement Cost No Co-Insurance
Deductible:	$2,500.00
General Liability	$1,000.000.00 Each Occurrence $2,000,000.00 Aggregate
Flood	$1,000,000.00
Equipment Breakdown	Included
Projected Annual Premium	**$35,000.00**

Coverage for the following items is not included and may be available at extra cost: rent insurance; water damage; excess liability; auto liability; fidelity bond; and garage keeper's liability.

Except as set forth in the next paragraph, in the event that the Building or any of the Common Elements thereof is damaged or destroyed by fire or other casualty, the Condominium Board will arrange for the prompt repair and restoration thereof.

If the insurance proceeds are insufficient to cover the cost of repairs or restorations of the building or any Common Elements thereof, the Condominium Board may assess all Unit Owners for such deficit as a Common Expense. Any surplus insurance proceeds shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to reduce unpaid liens on his or

her Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

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

(I) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable to the Condominium Board. In either instance, all such monies actually received (hereinafter referred to as the "Trust Funds") shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section. Notwithstanding anything to the contrary contained either in this paragraph (I) or elsewhere in this Section, however, no Unit Owner whose Unit, or any portion thereof, is taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

(II) Subject to the terms of paragraph (IV) hereof, the Condominium Board shall arrange for the prompt repair or restoration (hereinafter referred to as the "Work" of: (i) in the event of a Casualty Loss, the portion(s) of the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the Common Elements affected by such Taking. If, pursuant to the immediately preceding sentence, work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the work shall be performed, to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. In addition, each Unit Owner whose Unit, or any portion thereof, shall be the subject of all or part of any Work shall have the right, subject to the terms of Section 5.2 of the By-Laws in Part II, to supervise any redecorating of his or her Unit.

(III) In the event that Work shall be performed pursuant to the terms of paragraphs (II) and (IV) of this Section, the Condominium Board or the Insurance

Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, and all proceeds of such Special Assessment shall become part of the Trust Funds. However, if the insurance proceeds are not sufficient to discharge the cost and expense of performing any work attributable to any part of the building which is not a "Common Element", such cost and expense must be paid by the owner or owners of the Units or Limited Common Element which were damaged and no special assessment may be levied against the Unit Owners. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to the Unit Owner of the damaged Unit, except that no payment shall be made to a Unit Owner until there has first been paid, out of said excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph (III) for any projected deficiency in the amount of the Trust Funds available to the Condominium Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remains unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, free of any claim of any lienor (including, without limitation, any Permitted Mortgagee).

In the event that the damage is caused to both a Unit and Common Elements, the Condominium Board shall retain the services of an insurance adjuster to determine the amount of damages caused separately by the Unit and Common Element and all the underpayments and overpayments shall be subject to provisions in paragraph (IV).

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

Permitted Mortgages) in the order of the priority of such liens. If Sponsor or its designee is then a Unit owner, it will have the right to vote at any meeting of Unit Owners called for the purpose of deciding whether or not to proceed with the restoration or repair of the Building.

Restrictions on the Use of Units

As more fully set forth in the Declaration and in the By-Laws, each Unit may be used in accordance with the use permitted by local law and zoning regulations and the Certificate of Occupancy.

No bird, reptile, or animal, including cats and dogs, shall be permitted, raised, bred, kept, or harbored in the Building unless, in each instance, the same shall have been expressly consented to in writing by the Condominium Board or the Managing Agent, which consent shall not be unreasonably withheld. There are no aesthetic controls in the building. The Units and common elements are limited to residential use and no business or professional use may be carried on in the Units. Such limitations are more restrictive than those applicable to the Sponsor. The Sponsor may, without obtaining the consent of the Condominium Board or the other Unit Owners, use any one or more of such Units as model Units and sales and/or promotion offices in connection with the sale of the Unsold Units or for any other purpose, subject only to compliance with current laws, statutes or regulations.

A Unit may be used only as a residence and, subject to compliance with the Condominium By-Laws, for a lawful home occupation. Each such Unit may only be occupied by: (i) any individual who is a Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Unit Owner or permitted lessee; provided that in each instance in clauses (i) through (vi) above: the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Unit and is not being designated to use the Unit on a transient basis or as other than the primary occupant; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Subject to the foregoing, the Units may only be leased in accordance with the By-Laws and the Rules and Regulations. Notwithstanding the foregoing, the Condominium Board may, in its sole discretion, permit Persons other than those set forth above to occupy a Unit. However, the foregoing restriction shall not apply to Unsold Units.

No nuisance, or immoral, improper, offensive, or unlawful use, shall be allowed in the Building or any portion thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whomever shall have the obligation to maintain or repair such portion of the Property. The Rules and Regulations of the Condominium, which govern the use of all of the Units, may be amended from time to time by the Condominium Board, provided that copies of such

amendments are furnished to each Unit Owner prior to the time that they become effective. For further discussion, see the "Addendum to the Bylaws - Rules and Regulations" attached as part of Document No. 7 in Part II of the Plan.

Smoking, which includes carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, cigars, pipes or electronic cigarettes, shall be permitted only inside a Unit or in an outdoor Limited Common Element that is connected to a Unit. Smoking anywhere else in the Condominium shall be prohibited, including, but not limited to, in indoor and outdoor Common Elements. No Unit Owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property except in their Unit or in any outdoor Limited Common Element that is connected to the Unit. Smoking in violation of this rule shall constitute a nuisance pursuant to the terms and provisions of the By-Laws and shall be subject to a fine as reasonably determined by the Condominium Board.

Rights of Access

As more fully set forth in the By-Laws, the Condominium Board, and the Managing Agent, superintendent and other persons authorized by the Condominium Board, will have a right of access to any Unit for the purposes, among others, of making inspection of, or removing violations of governmental laws or regulations against any part of the Property, curing defaults committed by the owner of such Unit under the Condominium Documents, or correcting conditions originating in any Unit and threatening another Unit or any Common Element. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan. The foregoing rights of access shall be exercised only upon not less than one day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present as they pertain to the self-help rights disclosed herein.

Self-Help

In the event that any Unit Owner fails to maintain or repair parts of the Building required to be maintained or repaired by such Unit Owner, or in the event of any breach of the Condominium Documents, then, as set forth in Article 9 of the By-Laws, the Condominium Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

Mechanic's Liens

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the Common Elements except with the unanimous consent of all Unit Owners. Liens may arise or be created against only the several Units and their respective Common Interests. A lien for labor performed in, or materials supplied to, a Unit may be filed against the Unit of an owner who has expressly requested or consented to the

performance of such work or the supplying of such materials but may not be filed against the Unit of any other owner who has not expressly requested or consented to the same, except in the case of emergency repairs. No labor performed in, or materials furnished to, the Common Elements shall be the basis for a lien thereon, but all Common Charges received by the Condominium Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request, or with the consent of, the Condominium Board or the Managing Agent.

Compliance with the Terms of the Declaration, the By-Laws and the Rules and Regulations

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

Restrictions on Selling/Leasing of Units

Other than as set forth herein, there is no restriction upon ownership or sale of a Unit. Any Unit Owner may sell or lease his or her Unit to anyone, without restriction or limitation, subject only to as set forth in the By-Laws and Civil Rights laws (i.e.: Seller will not discriminate in the sale or lease of Units on the basis of race, creed, sex, color, disability, marital status, sexual orientation, or national origin, or other grounds prohibited by law). Every lease shall be for a period of at least 30 days.

V. REAL ESTATE TAXES

After tax lots are apportioned and the Units are separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit owner will not be responsible for the payment or non-payment of taxes on any other Units, nor will his or her Unit be subjected to any lien arising from the same. In the event that the Units are not separately assessed at the time of the closing, the following procedure will be applicable:

1. To the extent that the taxes have been paid by the condominium for the initial period, there will be an adjustment made at the time of the closing in the amount of the prepaid taxes with respect to this Unit. The adjustment will be based on the percentage common interest allocated to the Unit.

2. The Unit owner will be required to pay the entire amount of tax allocated to his Unit at the time that the Condominium Board is required to make its real estate tax payment to the City of New York. The allocation for taxes will be based on the unit's percentage of common interest allocated to the Unit.

   Taxes are assessed by the Real Property Assessment Bureau of the Department of Finance of the City of New York. The tax assessments of condominium apartment buildings are governed by Section 581 of the Real Property Tax Law. This law requires the tax assessor to disregard the condominium form of ownership in valuing such properties and to value the building in the same manner as similar but non-condominium owned rental buildings.

   In the event that Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first Unit, the Sponsor shall place in escrow in the name of the Condominium Board an amount equal to the real estate taxes which will be levied against the property for the six (6) month period following the first closing and will collect at each Unit closing the estimated amount of taxes attributable to such Unit. The Condominium Board will pay the real estate taxes from the escrow account when taxes are due and payable, and the funder of the escrow account will be entitled to reimbursement from Unit owners to the extent of the actual assessment. The amount deposited in escrow for real estate taxes will be disclosed in all post-closing amendments until the Units are separately assessed. Until the Units have been separately assessed, all post-closing amendments shall disclose the amount of the funds deposited in escrow for the payment of real estate taxes.

3. The real estate tax estimates set forth in Schedule A are based on the opinion letter, located after Section "Real Estate Taxes", dated March 4, 2026, by RE Tax Service, 670 Myrtle Avenue PBM 260, Brooklyn, NY 11205. As per Rules and Regulations set by the Department of Finance multiple residential Class A Units would be categorized as a tax Class 2, with the current tax rate of 12.439%. The community portion of the property would be categorized as a tax Class 4 with the current tax rate of 10.8480% (i.e., $12.439 per $100 of assessed value, and $10.8480 per $100 of assessed value, the final 2024/2025 tax rates). Purchasers should note that the tax estimates provided are based on current tax rates and may be subject to change based on the fluctuation of tax rates.

The projected real estate taxes for the first year of operation contained in the Schedule A are based on an assessment of the building before construction is complete. Purchasers should be aware that real estate taxes may increase materially when the building is reassessed after construction or rehabilitation is complete.

Based on the expert's letter, the New York Department of Finance estimated assessed value of the residential portion of the property for the 2026/2027 tax year, which is prior to the building reassessment post-construction is projected to be $4,466,565.00, and the New York Department of Finance estimated assessed value of the residential portion of the property following completion of construction for the 2027/2028 tax year is projected to be $5,282,305.00. The building is projected for post construction reassessment for the 2027/2028 fiscal year beginning July 2027. Accordingly, the estimated assessed value of the property for the first year of Condominium operations beginning October 1, 2026, for the residential portion of the property is projected to be $4,6750,500.00 based on the blended tax year for the first year of condominium operations including the last nine (9) months of the 2026/2027 tax year and the first three (3) months of the 2027/2028 tax year.

Using the foregoing estimates of assessed value, the total estimated real estate tax liabilities for the 2026/2027 tax year, for the residential portion of the building, prior to the building reassessment post-construction is projected to be $555,596.00 and the total estimated real estate tax liabilities following completion of construction for the 2027/2028 tax year, for the residential portion of the building, is projected to be $660,288.00. Accordingly, the total projected real estate tax liabilities for the first year of Condominium operations beginning October 1, 2026, for the residential portion of the building, is projected to be $580,963.00 based on the blended tax year for the first year of condominium operations including the last nine (9) months of the 2026/2027 tax year and the first three (3) months of the 2027/2028 tax year.

The New York Department of Finance estimated assessed value of the commercial portion of the property for the 2026/2027 tax year, which is prior to the building reassessment post-construction is projected to be $818,685.00, and the New York Department of Finance estimated assessed value of the commercial portion of the property following completion of construction for the 2027/2028 tax year is projected to be $1,043,235.00. The building is projected for post construction reassessment for the 2027/2028 fiscal year beginning July 2027. Accordingly, the estimated assessed value of the property for the first year of Condominium operations beginning October 1, 2026, for the commercial portion of the property is projected to be $874,823.00 based on the blended tax year for the first year of condominium operations including the last nine (9) months of the 2026/2027 tax year and the first three (3) months of the 2027/2028 tax year.

Using the foregoing estimates of assessed value, the total estimated real estate tax liabilities for the 2026/2027 tax year, for the commercial portion of the building, prior to the building reassessment post-construction is projected to be $88,811.00 and the total estimated real estate tax liabilities following completion of construction for the 2027/2028 tax year, for the commercial portion of the building, is projected to be $112,273.00. Accordingly, the total projected real estate tax liabilities for the first year

of Condominium operations beginning October 1, 2026, for the commercial portion of the building, is projected to be $94,901.00 based on the blended tax year for the first year of condominium operations including the last nine (9) months of the 2026/2027 tax year and the first three (3) months of the 2027/2028 tax year.

DUE TO POSSIBLE FURTHER INCREASES IN THE TAX RATE OR THE PROPERTY'S ASSESSED VALUATION OR CHANGES IN THE STATUTES GOVERNING THE TAXES, REAL ESTATE TAXES MAY BE HIGHER THAN SET FORTH HEREIN FOR THE FIRST YEAR OF OPERATION AND IN FUTURE YEARS AND ACCORDINGLY INDIVIDUAL CARRYING COSTS FOR THE UNITS WOULD ALSO BE HIGHER.

Estimated real estate tax assessments are determined using various factors including sales price, square footage, location of the Unit, availability of limited common elements and/or access to common elements. No assurances can be given that the taxing authorities will assess the buildings and allocate the assessments in the same manner and the actual assessments may not be in the same proportion as the common interests set forth in Schedule A.

See Schedule A for the estimated real estate taxes for the Units for the first year of condominium operation. Since actual figures are not currently available, the figures set forth in Schedule A are based on estimated data.

As of August 2026, no tax certiorari proceedings are pending on the premises.

Review of Real Estate Assessments

The Condominium Board will be responsible for reviewing, appealing and filing any documents necessary for obtaining a reduction in the tax assessment for the entire building and will file such documents on behalf of all of the owners. Such owners shall execute any documents required for such filing.

After the Units have been separately assessed, tax review for each Unit will be the responsibility of the Unit Owner.

THERE IS NO ASSURANCE THAT THE TAXING AUTHORITY WILL ASSESS THE MINIMUM TAX PAYABLE WITH RESPECT TO THE UNITS, IF ANY, IN PROPORTION TO EACH UNIT'S COMMON INTEREST (AND IF NOT SO ASSESSED, UNITS HAVING THE SAME COMMON INTEREST MAY PAY DIFFERENT REAL ESTATE TAXES).

Tax Treatment of Condominium and Board of Managers

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

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

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

The Internal Revenue Service, however, may take the position that the Unit Owners, acting through the Condominium Board, constitute an association taxable as a corporation and that some or all of its income (including the Common Charges, and income described above, less expenses related to such income) which is deemed to constitute gross income is subject to Federal corporate income tax, New York State Corporation Franchise Tax, and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners.

In an effort to resolve the above uncertainty, Section 528 was added to the Code, pursuant to which the Condominium Board may, if qualified, elect to exclude from income the Common Charges payable by Unit Owners. (New York State and New York City have not adopted a similar statute.) In order for the Association to qualify as an exempt organization for federal income tax purposes under Code Section 528, it must meet the following six conditions:

(1) The Association must be organized and operated to provide for the acquisition, construction, management, maintenance, and care of the Association's property;

(2) 60% or more of the gross income for the taxable year is received as fees or assessments from owners of Units ("Exempt Function Income");

(3) 90% or more of the expenditures for the taxable year are for management, acquisition, maintenance and care of the Common Elements;

(4) 85% or more of the total square footage of the Condominium must be used for residential purposes, including areas with auxiliary purposes within the Condominium such as laundry areas, recreational rooms, swimming pools, storage rooms, and areas used by maintenance personnel;

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

(6) The Association must properly elect to have Code Section 528 apply for the taxable year.

An Association meeting the requirements of Section 528 of the Code and electing to be exempt from federal income tax on Exempt Function Income would be taxable at a flat corporate rate, with some minor modifications, on the amount by which its non-exempt

function income exceeds the amount of allowable deductions which are directly connected with the production of such income.

The Association will not meet the requirements for election of Section 528 during its first year of operation pursuant to the requirements as set forth herein above. Thus, the Association may not make such election during the first year if it is advantageous. However, since the requirements for election under Section 528 are applied annually it cannot now be determined whether the Association may elect Section 528 treatment in any subsequent tax year. Accordingly, the Unit Owners, acting through the Condominium Board, may constitute an Association taxable as a corporation and that some or all of its income (including the Common Charges, and income described above, less expenses related to such income) which is deemed to constitute gross income is subject to Federal corporate income tax, New York State Corporation Franchise Tax, and New York City Corporate Franchise or Unincorporated Business Tax.

RE TAX SERVICE
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March 4, 2026

33 Walton Holdings LLC "Sponsor"
92 Emerson Place
Brooklyn, NY 11205

Reference: 37 Walton St.
Brooklyn, NY 11206
Block 2245 Lot 5 "Property"

To Whom This May Concern,

Pursuant to Sponsor's request, RE Tax Service, LLC a tax Certiorari firm was retained to perform an analysis, in connection with the projected real estate taxes at the Property for the projected First of Year of Condominium Operation commencing on October 1, 2026, to September 30, 2027.

The Property at 37 Walton St., Brooklyn, NY 11206, is currently undergoing new construction. Upon completion, it will consist of 24 residential condominium units and 1 retail unit. The building will total 72,900 gross square feet (GSF). Each unit will have a separate tax lot. The residential lots will be classified under tax class 2 and the commercial under tax class 4.

The 2026/27 tentative assessed value for the subject property is $5,285,250. The current 2025/26 class 2 tax rate is 12.4390% ($12.4390 per $100 of assessed value). The current 2025/26 class 4 tax rate is 10.8480% ($10.8480 per $100 of assessed value). Assuming the tax rates will remain unchanged, the 2026/27 total taxes will be $644,407. See values per usage below.

Usage	Tentative Value	Proposed Taxes
Residential	$4,466,565	$555,596
Commercial	$818,685	$88,811
Total	**$5,285,250**	**$644,407**

The post-completion value is expected to reflect the 2027/28 assessment. It is projected to be $6,325,540, based on similar recently built comparable properties within the subject area. The current 2025/26 class 2 tax rate is 12.4390% ($12.4390 per $100 of assessed value). The current 2025/26 class 4 tax rate is 10.8480% ($10.8480 per $100 of assessed value). Assuming the tax rates will remain unchanged, the total post completion taxes will be $772,561. See values per usage below.

Usage	Projected Value	Projected Taxes
Residential	$5,282,305	$660,288
Commercial	$1,043,235	$112,273
Total	**$6,325,540**	**$772,561**

Tax years run from July through June, therefore, each calendar year will have partial taxes of the 2 tax years it covers. Since the projected First Year of Condominium Operation is scheduled to commence on October 1, 2026, 9 months of the 2026/27 tax year and 3 months of the 2027/28 tax year will be payable in the first year of operation. The total taxes will be $675,864 for the projected First Year of Condominium Operation. See values per usage below for 10/1/2026 – 9/30/2027.

Usage	2026/27	9 months	2027/28	3 months	Annual Tax
Residential	$4,466,565	$3,349,924	$5,282,305	$1,320,576	$580,963
Commercial	$818,685	$614,014	$1,043,235	$260,809	$94,901
Total	**$5,285,250**	**$3,963,938**	**$6,325,540**	**$1,581,385**	**$675,864**

The aggregate real estate taxes payable with respect to all Units for the First Year of Condominium Operation will be $675,864, based on the final taxable assessed valuation for the Property of $5,285,250 for the first nine (9) months of the 2026/27 tax year reflecting the assessment for a partially completed property, and an estimated taxable assessed valuation for the Property of $6,325,540 for the last three (3) months of the 2027/28 tax year reflecting the assessment for a completed property, and (b) estimated tax rates of (i) $12.4390 per $100 of assessed valuation for the residential component and $10.8480 per $100 of assessed valuation for the non-residential component for the 2025/2026 tax year and (ii) $12.4390 per $100 of assessed valuation for the residential component and $10.8480 per $100 of assessed valuation for the non-residential component for the 2026/2027 tax year.

Purchasers are advised that the value of the Building will increase once the Building is assessed as being fully constructed, which means that the real estate taxes may be significantly higher than those projected in the Plan for the First Year of Condominium Operation. Purchasers should note that once the Building is assessed as being fully constructed, it is estimated that the real estate taxes will total approximately $772,561, assuming no change in certain tax rate assessments.

This letter was prepared at the client's request with the client's info. However, we make no representation that the tax rates set each year by the City Council, or the assessed valuation determined by the city's assessors will reflect our projected estimate. In no event will my firm, the Sponsor, or any other person be accountable if the assessed valuation when actually made is lesser or greater than predicted.

May you have any additional questions, please feel free to contact me at 718-222-3500 Ext 106.

Sincerely,

Moshe Gutman

RE Tax Service, LLC

The Law Office of Jay Lichtman P.C.
99 West Hawthorne Avenue Suite 520
Valley Stream, NY 11580

W. COUNSEL'S INCOME TAX OPINION

August 13, 2026

The 37 Walton Street Condominium
37 Walton Street, Brooklyn, New York

Re: Offering Plan ("Plan") for the Condominium Ownership of the Premises known as 37 Walton Street, Brooklyn, NY (the "Property")

Gentlemen:

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

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

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

I. Tax Deductions for Unit Owners

Under the Plan:

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

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

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

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

Phone: (347) 504-1724 **EFax: (917) 688-2553** **E-mail: Jay@Jaylichtmanlaw.com**

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. The Internal Revenue Code was further changed by the One Big Beautiful Bill Act, passed on July 4, 2025, which changed the limits on the taxes and deductions related to homeownership through 2029. Accordingly, it is our opinion that a Unit Owner who itemizes deductions will be entitled to deduct, for federal income tax purposes, real estate taxes in the amount of up to $40,000.00 a year assessed against his Unit. Purchasers should note, that the $40,000.00 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $40,000.00 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $40,000.00 threshold. In addition, a Unit Owner who itemizes deductions will be entitled to deduct, for federal income tax purposes, interest on any acquisition indebtedness[1] up to $750,000.00.[2] See Sections 163 (interest) and 164 (taxes) of the Internal Revenue Code of 1986, as amended (the "Code").[3] These expenses will be deductible when paid or accrued in accordance with the Unit Owner's method of accounting.

In addition to the interest and real estate tax deductions discussed above, a Unit Owner who uses all or part of his Unit in the conduct of his trade or business, or for the production of income, may deduct a portion of common charges allocable to such use. Each such Unit Owner who uses all or part of his Unit in the conduct of his trade or business will be entitled to deduct cost recovery on his Unit (similar to depreciation), computed separately and based upon the cost of his Unit (see Code Section 1012). Such deduction may be determined under Code Section 168 by using the straight-line method or under ACRS tables which approximate the use of 175% declining balance method, switching to straight-line recovery in later years. The excess of accelerated cost recover deductions over deductions computed using the straight-line method is an item of tax preference and may result in Unit Owners incurring alternative minimum tax. The amount of permitted deductions has been

[1] Per the Internal Revenue Code of 1986 section 163 (h) B (i), as amended, "acquisition indebtedness" means any indebtedness which: (I) is incurred in acquiring, constructing, or substantially improving any qualified residence of the taxpayer; and (II) is secured by such residence. Such term also includes any indebtedness secured by such residence resulting from the refinancing of indebtedness meeting the requirements.

[2] However, the Internal Revenue Code of 1986, as amended, provides that if the Unit Owner has more than two (2) residences, he will not be able to deduct his interest on more than two (2) of his residences. See section "Real Estate Taxes."

[3] The New York State and City tax laws incorporate by reference Federal itemized deductions in regard to resident individuals (see N.Y. Tax Law Section 615; N.Y.C. Admin. Code Section 11-1715) and for corporations (see N.Y. Tax Law Section 208.9; N.Y.C. Admin. Code Section 11-600). Hence, all Federal authorities hereinafter referred to should, for the most part, apply under the New York State and/or City income tax statutes and to the extent that deductions are permitted for Federal tax purposes, they will be permitted for New York State and New York City tax purposes. As of the date hereof, it is unclear at this time if the State and City income tax deductions for real estate taxes are now also capped at the $10,000.00 threshold. It should be noted, however, that for Federal income tax purposes, the interest and real estate tax deductions discussed herein may be reduced for a taxpayer who has certain specified items of tax preference for Federal income tax purposes (including but not limited to holders subject to the alternative minimum tax, insurance companies, pensions, trusts partnerships and U.S. expatriates). Accordingly, a Unit Owner who is liable for an alternative minimum tax will not receive the full benefits of certain tax deductions (including interest on mortgages) (see Section 55 of the Internal Revenue Code).

modified by the Internal Revenue Code 1986. The deduction of Common Charges for a Unit Owner who uses all or part of his Unit in the conduct of his trade or business is limited to that portion which does not exceed the Unit Owners' share of expenses paid or incurred through the Condominium and which would constitute trade or business expenses under Code Section 162 or would constitute expenses for the production of income under Code Section 212, if they were paid directly by the Unit Owner. Common Charges may exceed the deductible amount to the extent that Common Charges are used by the Condominium Board to finance capital expenditures or reserves. The amount used to fund capital expenditures or reserves are not deductible and must be capitalized by Unit Owners, increasing the basis in the Unit and thus the cost recovery deduction available for that Unit.

II. Tax Treatment of Condominium and Condominium Board

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

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

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

The Internal Revenue Service, however, may take the position that the Unit Owners, acting through the Condominium Board, constitute an association taxable as a corporation and that some or all of its income (including the Common Charges, and income described above, less expenses related to such income) which is deemed to constitute gross income is subject to Federal corporate income tax, New York State Corporation Franchise Tax, and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners.

In an effort to resolve the above uncertainty, Section 528 was added to the Code, pursuant to which the Condominium Board may, if qualified, elect to exclude from income the Common Charges payable by Unit Owners. (New York State and New York City have not adopted a similar statute.) In order for the Association to qualify as an exempt organization for federal income tax purposes under Code Section 528, it must meet the following six conditions:

(1) The Association must be organized and operated to provide for the acquisition, construction, management, maintenance, and care of the Association's property;

(2) 60% or more of the gross income for the taxable year is received as fees or assessments from owners of Units ("Exempt Function Income");

(3) 90% or more of the expenditures for the taxable year are for management, acquisition, maintenance and care of the Common Elements;

(4) 85% or more of the total square footage of the Condominium must be used for residential purposes, including areas with auxiliary purposes within the Condominium such as laundry areas, recreational rooms, swimming pools, storage rooms, and areas used by maintenance personnel;

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

(6) The Association must properly elect to have Code Section 528 apply for the taxable year.

An Association meeting the requirements of Section 528 of the Code and electing to be exempt from federal income tax on Exempt Function Income would be taxable at a flat corporate rate, with some minor modifications, on the amount by which its non-exempt function income exceeds the amount of allowable deductions which are directly connected with the production of such income.[4]

It is our opinion that the Association will not meet the requirements for election of Section 528 during its first year of operation pursuant to the requirements as set forth herein above. However, since the requirements for election under Section 528 are applied annually it cannot now be determined whether the Association may elect Section 528 treatment in any subsequent tax year. Accordingly, the Unit Owners, acting through the Condominium Board, may constitute an Association taxable as a corporation and that some or all of its income (including the Common Charges, and income described above, less expenses related to such income) which is deemed to constitute gross income is subject to Federal corporate income tax, New York State Corporation Franchise Tax, and New York City Corporate Franchise or Unincorporated Business Tax.

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

[4] If in the future an Association does meet the substantially all test and elects tax treatment under Code Sec. 528, all amounts received by the Association as exempt function income will be exempt from federal income tax. This consists of amounts received as membership dues, fees, or assessments from owners of Residential Units. However, the Association would be subject to tax on income which is not exempt function income to the extent such income exceeds expenses properly allocable to such income. Examples of income which is not exempt function income are interest earned on reserve funds, amounts received from persons who are not members of the Association amounts received for work done on privately owned property which is not Association property, and amounts received from members for special use of the Association's facilities, the use of which is not available to all members as a result of having paid the dues, fees, or assessments required to be paid by all members.

advise each person contemplating the purchase of a Unit to consult his own tax advisor as to all such tax matters (including the tax matters discussed in this opinion).

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

THIS OPINION IS NOT A GUARANTEE IT IS BASED UPON EXISTING RULES OF LAW APPLIED TO THE FACTS AND DOCUMENTS REFERRED TO ABOVE. NO ASSURANCES CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASE THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL THE SPONSOR, THE SPONSOR'S COUNSEL, THE CONDOMINIUM BOARD, COUNSEL TO THE CONDOMINIUM BOARD, THE SELLING AGENT OR ANY OTHER PERSON BE LIABLE IF THERE ARE CHANGES IN THE FACTS ON WHICH COUNSEL RELIED IN ISSUING THIS OPINION, OR IF THERE ARE CHANGES IN THE APPLICABLE STATUTES, REGULATIONS, DECISIONAL LAW OR INTERNAL REVENUE SERVICE RULINGS ON WHICH COUNSEL RELIED WHICH CAUSE THE CONDOMINIUM TO CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE NEW YORK STATE TAX LAW, AS AMENDED. ALL UNIT OWNERS, POTENTIAL UNIT OWNERS AND THE CONDOMINIUM ARE HEREBY INFORMED THAT (I) ANY TAX ADVICE CONTAINED IN THIS OPINION IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXES AND PENALTIES UNDER THE INTERNAL REVENUE CODE, (II) THE ADVICE IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THE PLAN, AND (III) EACH UNIT OWNER, EACH POTENTIAL UNIT OWNER, AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

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

Very truly yours,

The Law Office of Jay Lichtman P.C.

By: _____
Jay Lichtman, Esq.

Phone: (347) 504-1724 **EFax: (917) 688-2553** **E-mail: Jay@Jaylichtmanlaw.com**

The Law Office of Jay Lichtman P.C.
99 West Hawthorne Avenue Suite 520
Valley Stream, NY 11580

August 13, 2026

Re: 37 Walton Street, Brooklyn New York
Condominium Offering Plan
Compliance with Real Property Law § 339-i

To Whom It May Concern;

Pursuant to your request, I have received the allocation of Percent Common Interests (PCI) as set forth on the Schedule A to the offering Plan.

Based solely on my review of the Schedule A of the Offering Plan, the New York State Condominium Act and the Rules and Regulations, as well as the validity and correctness, without further independent investigation, of an opinion letter set forth in the Offering Plan as required by NYCRR section 20.3(i), from Stone Edge Management, 670 Flushing Avenue, Brooklyn, NY 11206, I have determined that the method selected for calculating the percentage of common interests in the condominium is in accordance with the Real Property Law section 339-i(1) is subparagraph (iv), which provides:

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

Very truly yours,

The Law Office of Jay Lichtman P.C.

By: _____
Jay Lichtman

Phone: (347) 504-1724 **EFax: (917) 688-2553** **E-mail: Jay@Jaylichtmanlaw.com**

X. RESERVE FUND

A reserve fund will be established in the budget. See Section 2.4 of the By-Laws attached as Document No. 7 in Part II of the Offering Plan. The basis of the figure projected for this item is approximately ten percent (10%) of the entire budget. The funds will be deposited in a separate reserve fund account. This fund shall be used as a reserve to pay for periodic capital replacements or repairs. The Reserve Fund is projected to be sufficient for needed capital improvements for the first five years of condominium operations. At this time the Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of condominium operation. Funds will be available to the Condominium Board within seven (7) days after the first closing.

In the event there is a need for major capital expenditures in excess of the funds available from the contingency and or reserve fund the Condominium Board will assess a charge to each Unit Owner in accordance with its percentage of common interest.

While the Sponsor is in control of the Condominium Board, the reserve fund may not be used to reduce common charges.

Neither the department of law nor any government agency passed upon the adequacy of the Reserve Fund.

Y. WORKING CAPITAL FUND

The Sponsor, as agent of the Condominium Board, will collect from each original purchaser at the time of the Closing an "Initial Capital Payment" equal to two (2) months' estimated common charges for each Unit. The Sponsor will deliver the funds so collected to the Condominium Board to provide the necessary working capital for the Condominium. Such funds may be used for certain prepaid items, organizational costs, and for such other purposes as the Condominium Board may determine and may be replenished as the Board sees fit. There are no anticipated net closing adjustments to the Working Capital Fund in favor of Sponsor. While the Sponsor is in control of the Condominium Board, the Working Capital Fund shall not be used to reduce estimated Common Charges. NO REPRESENTATION IS MADE THAT THE INITIAL WORKING CAPITAL FUND WILL BE ADEQUATE TO COVER CURRENT OR FUTURE EXPENSES, INCLUDING REPAIRS OR REPLACEMENTS, AND IF ADDITIONAL FUNDS ARE REQUIRED OVER AND ABOVE THE INITIAL CAPITAL FUND, IT MAY BE NECESSARY FOR THE CONDOMINIUM BOARD TO INCREASE THE CHARGES.

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

Z. MANAGEMENT AGREEMENT

1. On or about the closing of title to the first Unit, the Condominium Board shall enter into an agreement to manage the property with Stone Edge Management ("Managing Agent"), having an office at 670 Flushing Avenue, Suite 312, Brooklyn, NY, for the first year of condominium operation, for an annual fee of $19,000.00, the prevailing cost for management services. The term of the agreement is for one year. After the first year, the fee charged may be higher and the Unit owners may choose to manage the condominium themselves or enter into a contract with an independent managing agent. In the event that an outside managing agent is retained, the common charges may need to be increased. The Managing Agent will work in the best interest of the condominium and its unit owners. The Sponsor and/or its Principals will not engage in sweetheart deals.

2. The managing agent's main duties, among others, will be:

   (a) Bill and collect common charges and other charges and, if authorized by the Condominium Board, institute summary proceedings to recover possession of Units against Unit owners in default of common charges and other charges.

   (b) Cause the building to be maintained, repaired and altered in the condition deemed advisable by the Condominium Board.

   (c) Contract for necessary services for the building, such as electricity, gas, window cleaning, exterminator service, elevator maintenance and cleaning service.

   (d) Purchase all supplies necessary to properly maintain and operate the building.

   (e) Check all bills received in connection with the operation of the building and cause to be paid all such bills and other expenses such as water charges etc.

   (f) Supervise, pay, hire and discharge employees.

   (g) Enter into contract with elevator Company to perform monthly maintenance service I tests as required by law.

   (h) Obtain and maintain (to the extent obtainable) fire, liability and other insurance, and in such amounts, as may be required.

   (i) Maintain an accurate set of books and orderly files of common charge records, insurance policies, receipted bills, etc.

   (j) Meet with Board of Directors to discuss financial and operating issues.

3. All expenses incurred by the Managing Agent in performance of its duties shall be paid by the Condominium, which will also indemnify the Managing Agent against any liability for acts properly performed by it pursuant to the agreement of the Condominium's instructions or for injury to the person or property not resulting from the

Managing Agent's gross negligence or willful failure to comply with its obligations under the Management Agreement.

4. The management agreement is assignable.

5. Either party has the right to cancel the agreement without cause upon providing 60 days written notice to the managing agent.

6. The management agreement shall be deemed to be automatically renewed for an additional period of one year unless either party, within 60 days prior to the expiration of the agreement, delivers written notice of non-renewal.

7. Refuse must not be placed on the sidewalk except on the days of collection under penalty of fine.

8. There are no other agreements or contracts binding on the condominium. Any additional agreements or contracts entered into by the or for the condominium will be disclosed in an amendment to the Plan.

AA. IDENTITY OF PARTIES

Sponsor and Selling Agent

The Sponsor of this project is 33 Walton Holdings LLC, a New York Limited Liability Company, with an address at 92 Emerson Place, Brooklyn, NY 11205. The principal of Sponsor is Abraham Brach, having an office address c/o Sponsor at 92 Emerson Place, Brooklyn, NY 11205. Abraham Brach is the founder and president of real estate holdings and manufacturing companies. In 2001, Abraham Brach started building his real estate portfolio, which is heavily diversified and includes various asset classes including commercial, residential rental, residential development, retail shopping centers, and industrial. The major concentration of these assets is in the New York and New Jersey markets, with select investments in other states such as Michigan, Rhode Island, Mississippi, and Pennsylvania. Abe is a visionary who invests in up-and-coming areas with long term holding and value add in mind. His assets exceed $1 billion. Abraham Brach prioritizes a hands-on approach to each business and project and therefore self manages these properties. He recently completed four ground up development condo projects in Brooklyn, NY including 242 Wallabout Street Condominium, Cascade Development site on multiple lots including 875 Myrtle Avenue, a prime development site that sits on top of a G train that contains 300 condo apartments, 814 Bedford Avenue, 33 Gerry Street, and 58 Gerry Street. Neither the Sponsor nor its principal have any convictions, bankruptcies, injunctions or judgments which are material to the Offering Plan or an offering of securities generally, nor any felony convictions.

There is a civil judgment in Kings County Supreme Court, dated January 14, 2025, which is not material to the Offering Plan, against the principal, Abraham Brach, of the Sponsor in the amount of $1,612,949.25, which the principal is appealing and has bonded the judgment pending appeal.

There is a matter entitled *Wells Fargo Bank, National Association, as Trustee for Morgan Stanley Capital I Trust 2021-I7, Commercial Mortgage Pass-Through Certificates, Series 2021-L7 v. SIG 106, LLC, et al.* (the "Action") currently pending in the Superior Court of New Jersey, Law Division. The principal of the Sponsor, Abraham Brach is a respondent on this matter. No judgment has been entered in the Action. The Action involves an alleged default on a loan held by Wells Fargo Bank, National Association, as Trustee for Morgan Stanley Capital I Trust 2021-I7, Commercial Mortgage Pass-Through Certificates, Series 2021-L7 (the "Lender"), which loan is secured by a mortgage on three properties. In connection with such loan, the principal of the Sponsor, Abraham Brach, provided the Lender a limited guaranty. The parties remain in active negotiations to resolve the Loan. The outcome will not materially affect the offering, the property, or Sponsor's capacity to perform all of its obligations under the plan, the condominium or the operation of the condominium.

In the past five (5) years the Principal of the Sponsor has been the principal of the Sponsor for, and owns an interest of greater than 10% in the properties for the following offering plans that have been accepted for filing:

PLAN	FILE NUMBER	ACCEPTED

The Cascade F Condominium	CD21-0335	3/22/2022
The 316 Rutledge Street Condominium	CD24-0374	6/20/2025

An Offering Plan for the above properties submitted is on file with the Department of Law and is either available for public inspection or will be available upon acceptance for filing. The Principal of Sponsor are current in their obligations to the same and do not own an interest of 10% or greater in any other condominiums or cooperatives.

Sponsor will not be using a Selling Agent for this project. Sponsor will act as selling agent for the condominium. The Principal of the Sponsor has prior experience as a selling agent for his prior condominium offerings.

Managing Agent

The managing agent for the Condominium will be Stone Edge Management, having an office at 670 Flushing Avenue, Suite 312, Brooklyn, NY 11206 ("Managing Agent"). Managing Agent is a real estate and management firm that has been in business for more than 15 years. It currently provides property management services for many residential cooperatives and condominiums. There have been no prior felony convictions of Managing Agent or any principals of Managing Agent and no prior convictions, bankruptcies, injunctions and judgments that may be material to the Plan or an offering of securities generally that occurred within 15 years prior to the submission of the Plan against Managing Agent or any principal of Managing Agent.

Attorneys

The Sponsor is represented by The Law Office of Jay Lichtman P.C., 99 West Hawthorne Avenue Ste 520, Valley Stream, NY 11580 in connection with this Offering Plan and recording of the Declaration of Condominium and the sales and closing of the Units as Escrow Agent. Neither the Sponsor nor its principal thereof has a beneficial interest in The Law Office of Jay Lichtman, P.C.

The Condominium does not have independent legal counsel. IT IS SUGGESTED AND EXPECTED THAT EACH PURCHASER WILL CONSULT WITH AND BE REPRESENTED BY HIS/HER OWN COUNSEL IN CONNECTION WITH THIS OFFERING.

Construction Professionals

Sponsor has retained the following professionals in connection with the construction of the Building ("Construction Professionals"):

(a) Architect of Record: Vincent Martineau Architect P.C., having an office at 254 36th Street, Suite C249, Brooklyn, NY 11232 is the architect of record for the Building ("Architect"). Architect prepared the Floor Plans of Units set forth in Part II of the Plan and the Tax Lot

Drawings which will be filed with the Department of Finance of the City of New York required in order to create the Condominium. Architect has also examined the physical condition of the Building and has rendered its report thereof together with a certification, both of which are set forth in Part II of the Plan. Architect has been providing architectural services since 2007 and has been the architect of many buildings, including 1520 Fulton Street (Brooklyn), 585 Albany Avenue Apartments (Brooklyn), 571 Albany Apartments (Brooklyn), Harmony Condominiums (Queens), 640 Broadway (Brooklyn), 203 Sutter Avenue (Brooklyn) and Nyack College Dormitory Apartments (Jersey City).

(b) Structural Engineer: Titan Engineering, having an office at 2003 Morris Avenue, Union, NJ 07083, is the structural engineer for the Building ("Structural Engineer"). Structural Engineer has been providing structural engineering services since 2005 and has been the structural engineer of the following buildings: the William Vale in Williamsburg, 329 Broadway in Williamsburg, 1134 Fulton Street in Bed-Stuy, 10-27 Jackson Avenue in Long Island City, Halo Long Island in Long Island City, and 125 Borinquen Place in Williamsburg.

(c) Mechanical Engineer: Mehandes Engineering, having an office at 800 2nd Avenue, Suite 800, New York, NY 10017, is the mechanical engineer for the Building. Mechanical Engineer has been providing engineering services since 1983 and has been the mechanical engineer for the following buildings: 50 Bayard Street (North Williamsburg), Coney on the Park (Coney Island), Nassau Condos (Downtown Brooklyn), and Tower 56 on Pearson Street (Long Island City).

Sponsor's Preferred Mortgagees

The Sponsor's Preferred Mortgagee is Sponsor's Preferred Mortgagees: shall mean ABC Mortgage Corp., 791 Kent Avenue, Brooklyn, NY 11205, (718) 923-9000 ext. #216, Att.: Eli Katz, eli@abcmortgageny.com. Neither the Sponsor nor the principals of the Sponsor have a beneficial interest with Sponsor's Preferred Mortgagee or its principal thereof.

AB. REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board of the condominium to give all Units owners annually the following documentation:

(a) Within (4) four months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, a financial statement of the condominium prepared by a certified public accountant or public accountant; such statement shall be certified while the Sponsor is in control of the Condominium Board.

(b) Ten (10) to thirty (30) days prior notice of the annual Unit owners' meeting.

(c) A copy of the proposed annual budget of the condominium by fifteen (15) days prior to the date set for adoption thereof by the Condominium Board; such budget shall be certified while the Sponsor is in control of the Condominium Board.

AC. DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits and documents referred to herein shall be available for inspection by prospective purchasers and by any person who shall have purchased a Unit offered under the Plan or shall have participated in the offering of such Unit, at the office of The Law Office of Jay Lichtman, P.C. attorneys for the Sponsor, 99 West Hawthorne Avenue Ste 520, Valley Stream, NY 11580, during convenient weekday hours and shall remain available for such inspection for a period of six (6) years from the First Closing. There will be a charge of forty cents ($0.40) per page for copying any documents. The Plan and all other exhibits and documents referred to herein shall also be available for inspection without charge and copying by appointment (at a current charge of $0.25 per page) at the Department of Law, 28 Liberty Street, 21st Floor, New York, New York 10005. In addition, a set of the floor plans showing the layout, locations, and approximate dimensions of each Unit and its Unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed with the Register's Office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-Laws will be recorded in the Register's Office prior to or concurrently with the First Closing and a copy of same will be provided to the Condominium Board. All deeds conveying, and all mortgages covering, individual Units will also be recorded in such office.

AD. GENERAL

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

The property, 37 Walton Street A/K/A 427 Marcy Avenue, Brooklyn, NY was subject to a prior offering plan submitted, January 4, 2021, under CD21-0004, as The 427 Marcy Avenue Condominium (the "Prior Plan"). The Prior Plan was not accepted for filing by the Department of Law and was withdrawn on February 26, 2026.

All of the Units in the building which is the subject of this offering plan are vacant of tenants as of the date of submission of the plan to the Department of Law.

In accordance with the provisions of the laws of the State and City of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person because of sex, race, creed, color, national origin, ancestry, or other ground prescribed by law in the sale of the Units offered by the Sponsor pursuant to the Plan or in the leasing of any such Units or any other portion of the Building.

Purchasers have a right to rescind purchase agreements following material adverse amendments. Affected Purchasers will be given, for not less than fifteen (15) days after the presentation of the amendment, the right to rescind by sending written notice to the Sponsor. Sponsor will return any deposit or down payment to purchasers who rescind within fifteen (15) days of the receipt of written notice of rescission. No deposit or down payment shall be returned to interim lessees prior to their vacating of the apartment. See Section "Interim Leases."

The Sponsor reserves the right to revise, from time to time, the terms and conditions upon which the Units are to be sold and to otherwise revise the Plan, including revisions affecting the rights, obligations, and liabilities of Sponsor, purchasers, or prospective purchasers, without obtaining the consent of purchasers or others. However, the Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in the case of an uncured default), nor unilaterally change the purchase price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then existing purchasers or reducing the undertakings or obligations of Sponsor, such purchasers will be given the right to rescind their Purchase Agreements and be refunded all monies paid thereunder, with interest earned thereon, if any. Unless an affected purchaser consents, no material change will be made in Unit size, layout or percentage of common interest if a purchase agreement has been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default. 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.

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents and, in the case of any such documents

executed by or with the written consent of a purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

The Plan is offered only to persons eighteen (18) years of age or over and entities. Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine, or neuter, includes the other two.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

AE. RESERVATION OF AIR AND DEVELOPMENT RIGHTS

The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution (the "Development Air Rights") shall be retained by Sponsor or any entity to whom Sponsor conveys said Development Air Rights for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar and related agreements. Sponsor or any entity to whom Sponsor conveys Development Air Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Air Rights (the "Air Rights Amendment"). Sponsor or any entity to whom Sponsor conveys the Development Air Rights shall have the right to complete and file the Air Rights Amendment with the City of New York without the consent of the owners of the Condominium Units or the Board of Managers or any parties in interest to the Common Elements. The owners of the Condominium Units, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Air Rights as described in the Air Rights Amendment and shall execute any documents evidencing said consent as are reasonably requested by Sponsor. In the event Development Air Rights are transferred to an adjoining premise, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the Development Air Rights may utilize the Development Air Rights to increase the size, height, bulk or density of any portion of the Property. Sponsor does not anticipate any Development Air Rights to be available upon completion of the Building.

AF. SPONSOR'S STATEMENT OF BUILDING'S CONDITION

The Sponsor adopts the "Description of Property and Building Condition" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the property as set forth in the Description of Property and Building Condition.

The number and usage of the Units shall be identical to the number and usage of the Units as approved by the Building Department.

There will be no lead paint used in the construction of the Condominium in part or in whole. For further details see Part II Description of Property.

AG. ASBESTOS STATEMENT

Part II of the Plan includes an Asbestos Report that states that there is no Asbestos Containing Material (ACM) present in insulating or fireproofing material that is being affected by the work being done on the building, anywhere in the building.

Dated:

SPONSOR:
33 Walton Holdings LLC
92 Emerson Place
Brooklyn, NY 11205

PART II

DOCUMENT NUMBER 1

DESCRIPTION OF PROPERTY

WALTON CONDOMINIUM
37 Walton Street, Brooklyn, NY 11206

August 13, 2026

General:

The property described herein will contain a ground-up new 7 story building with 1 retail unit and residential lobby on the 1st floor, and 24 residential units on the floors above. The cellar will include a car garage for residents of the building, as well as accessory residential and retail storage areas and mechanical, utilities and building systems rooms.

Notwithstanding anything to the contrary set forth herein, where materials, appliances, equipment, fixtures, and/or other construction or design details are specified herein, Sponsor reserves the right to substitute, in each instance, one of comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable

A. Location and Use of Property:

1. Property and proposed use will comply with zoning and use requirements at closing.

2. The property includes the following legal addresses:
   I. 33 - 37 Walton Street, Brooklyn, NY 11206
   II. 415 – 419 – 425 – 427 Marcy Avenue, Brooklyn, NY 11206

3. Block No. / Lot No.:
   I. 2245 / 05

4. Zoning District:
   I. C2-4 commercial overlay in R7A residential district

5. Permitted Uses:
   I. Use Groups I-II; Residential uses including residential units and accessory spaces such as storage lockers and parking spaces for the residential and retail unit owners.
   II. Use Groups III-IV; Community facilities including schools, medical diagnostic facilities, house of worship and other community facility uses, and their accessory spaces.
   III. Use Groups V-IX; Convenience retail and personal service establishments including local retail, offices, food stores, and other local oriented commercial uses.

6. Landmark Status:
   I. N/A

7. Restrictive Declaration:
   I. The site is subject to a restrictive declaration. The property will be fully remediated as part of the construction of the new development. Remediation project filed with New York City Office of Environmental Remediation, reference Project Number 16EHAN044K. A Certificate of Remediation and a Certificate of Completion will be issued upon NYC OER signoff.

8. CRFN# Lot Merger:
   I. Applicable recorded Zoning Lot Declaration CRFN 201500041393 which declares Lot 1 and 5 on block 2245 as a single Zoning Lot. Said Declaration is no longer applicable since Lots 1 and 5 have since been merged and are now known as Lot 5.

9. Housing Zoning Requirements:
   I. Interior Refuse Storage: A refuse room is provided on each residential floor.

II. Laundry Facilities: private laundry closet provided in each dwelling unit, with the exception of Unit 704 which does not have laundry facilities.
III. Recreation space: Interior recreation rooms meeting the spatial requirements of the zoning resolution are provided on the 6th and 7th floors.
IV. Planting Areas: There are not plantings on the property, including the rear yard.
V. Safety and Security: low density building - 4 dwelling units per floor; Each corridor has a window providing natural light to the elevator lobby.
VI. Accessory Parking: Parking not required / 9 parking spaces provided.

B. <u>Status of Construction:</u>

1. The building will be new construction. It is anticipated that the building will be substantially completed (i.e., the first Temporary Certificate of Occupancy will be issued) on or around June 1 2026, unless delayed by weather (including, without limitation, hurricanes), strikes, lockouts, acts of God, shortages or inability to obtain materials, equipment or labor, governmental restrictions or preemption, pandemics, epidemics, damage by fire or the elements or any other cause over which the Sponsor has no control and subject further to the rights of Sponsor, as set forth in the Offering Plan, as amended ("Offering Plan" or "Plan").

2. Class of Construction: The Building will be classified as Class IB (Non-Combustible), with the following construction fire resistance:
   - Primary structural frame: 2hour fire rated
   - Exterior load bearing walls: 2 hour fire rated
   - Interior load bearing walls: 2 hour fire rated
   - Non bearing exterior walls: Based on fire separation distance
   - Non bearing interior walls and partitions: 0 hour rated
   - Floor construction: 2 hour fire rated
   - Roof construction: 1 hour fire rated

3. and will conform to all applicable regulations of the Building code of the City of New York ("Building Code").

4. Certificate of Occupancy: After completion of construction, the Sponsor will apply for a Certificate of Occupancy for the Building from the Department of Buildings of the City of New York ("Department of Buildings"). The Sponsor makes no representation as to the exact time of the delivery of the Certificate of Occupancy. The Sponsor will obtain a Temporary Certificate of Occupancy prior to the first residential unit closing. The Sponsor will obtain a Permanent Certificate of Occupancy within 2 years of the first residential unit closing.

5. The Building is filed under the 2014 NYC Building Code. It is filed with the NYC DOB as a New Building following the standard plan review process, and there are no self-certification of plans or Directive 14 filings. Plans are filed under job application number 321276445 approved on 02/10/2020. An amendment to the plans was approved by NYC DOB on 11/09/2020, under the same job number. Plumbing plans were filed under job number 340685262, approved on 11/19/2020 and amended on 01/07/2021. Refer to list of plans filed with the Department of Buildings below:
   I. 321276445 – Permit Entire – Approved 02/10/2020 – New Building
   II. 321276445 – Permit - Approved 02/03/2021 - Sprinklers
   III. 321535237 - Permit Entire – Approved 3/7/2017 -- Demolition
   IV. 340535512 - Permit Entire – Approved 8/17/2017 – Sidewalk Shed
   V. 340685262 - Permit Entire – Approved 7/2/2019 -- Plumbing
   VI. 340682425 - Under Review – Filed 8/8/2019 – Sidewalk Plan
   VII. B00261372 – Permit Entire -- Approved - 1/14/2020 – Mechanical Systems
   VIII. B00273267 - Permit Entire – Approved 12/4/2019 – Sidewalk Shed
   IX. B00233021 - Under review – Filed 1/21/2021 – Curb Cut
   X. B00317271 - Permit Entire – Approved 2/19/2020 -- Scaffolds
   XI. B00365778 - Permit Entire – Temporary scaffold
   XII. B00419517 - Permit Entire – Elevator permit

XIII. B00422871 - Permit Issued – MRL elevator permit
XIV. B00443169 - Permit Issued – New service risers

C. Site

1. The total site area is approximately 13,748.7 square feet. This is a single building with retail unit and accessory parking at the 1st floor and residential units on the 2nd through 7th Floors.

2. Distribution:
   I. Retail unit, residential lobby on the 1st floor; lower part of 2nd floor duplex residential unit.
   II. Six (6) floors of residential units above for a total of 24 residential units.
   III. Accessory commercial storage, utility rooms, accessory residential storage in the cellar.

3. Residential Units:
   I. Floors 2 through 7 will be comprised of residential units. One unit is a duplex unit with the lower portion on the 1st floor and the main portion on the second floor.
   II. The floors will be designated as, B (cellar), 1, 2, 3, 4, 5, 6 and 7.
   III. The cellar will be used for condo unit owner storage and Retail unit usage. Storage units will be offered by license.
   IV. The lobby and parking garage will be located on the 1st floor.

4. Retail Unit:
   I. 1st floor of the building will include a local retail with frontage on Marcy Avenue.
   II. Cellar level will have storage space accessory to the 1st floor retail unit space with access from a lobby on Walton Avenue.

5. Parking Garage / Bicycle parking:
   I. The first floor of the building will enclose a parking garage accessory to the residential unit owners. A bicycle storage room will be located at cellar level.

6. Streets:
   I. The property has 128’-0” feet of frontage on Marcy Avenue and 100 feet of frontage on Walton Street..
   II. The fronting streets are paved with asphalt topping and in good condition.
   III. The existing curbs are in concrete and will be replaced with concrete and metal curbs.
   IV. The streets are presently pitched to drain via catch basins into the New York City storm water drainage system.
   V. The street lighting is provided by the City of New York.
   VI. The building conforms to local fire district and municipal codes.

7. Sidewalks
   I. The existing concrete sidewalks and curbs on Marcy Avenue and on Walton Street will be replaced.
   II. The existing concrete curbs will be replaced with new curbs.
   III. The sidewalk will pitch to the street.
   IV. The street is presently pitched to drain via catch basins into the New York City storm water drainage system.
   V. The street lighting is provided by the City of New York.
   VI. The building conforms with local fire district and municipal codes.

D. Utilities:

1. Sewer service to the building is by two combined building sewers each connected to the public sewer at March Ave. In accordance with NYC DEP Site connection proposal/house connection approval dated 1/8/25 No. SCK-2304/24.
2. Building will be serviced to the water supply provided by the City of New York with a 3” pipe for fire service and a 3” pipe for domestic water service. Domestic Water will be master metered in accordance with approved NYC DEP Bureau of Water and Sewer Operations Cross Connections Unit dated 12/11/24, approval no. 24101524.

3. Gas and electrical service will be provided by National Grid. Gas and Electricity will be supplied and individually metered for each residential unit. Individual Gas meters are for cooking, hot water, and clothes dryers. Electricity for the retail units will be supplied and individually metered. Retail and residential units are metered by a dedicated 800 amp electric meter.
4. Telephone service will be provided by a telephone/cable company to be selected by each residential unit owner. One cable line will be provided to each residential unit.

E. <u>Sub-soil Conditions:</u>

1. A new poured-in-place concrete foundation will be constructed with floor at the cellar level. New perimeter foundation walls up to grade level will be poured concrete.

2. Foundations are located above the water table and there is no evidence of moisture or seepage or ground water infiltration. As part of environmental remediation work the cellar slab on grade will be protected with a waterproofing membrane and the foundation walls will be protected with a waterproofing membrane. Refer to environmental remediation work description above.

3. The property is located in Flood Zone X, which is outside the special flood risk zone. There is no apparent danger of damage to the building from natural flooding, soil erosion or mud slides.

4. Sub-soil will be excavated as required to sit building footings on soil with appropriate bearing capacity as per geotechnical consultant's analysis. There is no presence of expansive soils, hazardous materials, or restrictions other than environmental remediation work referred to above. Building foundations are located above the water table.

5. Building foundation systems is accurately sized to support the calculated load.

6. The site is subject to a restrictive declaration relative to environmental contamination.
   I. Areas of concerns outlined in the Phase I report included:
      1. The presence of historic fill material to depths as great as 3 feet;
      2. The historic usage of the Site Lot as an auto repair shop, iron works, smelting and refining company, metal door manufacturer, a steel drum cleaning use, and a chemical company (Pfizer);
      3. The potential presence of a gasoline UST identified for Lot 1 on Sanborn maps.

7. Environmental description:
   I. The property was assigned an E-designation (E-282) for Hazmat, Noise and Air. Hazmat RAR was submitted to and approved by OER. Site achieved a Track 2 Restricted Residential Cleanup. Because a Track 2 Restricted Residential Remedial Action was achieved, no Engineering Controls or Institutional Controls are required for this project, and a Site Management Plan is not required.
   II. Description of E designation for noise and air quality, requirements and compliance:
      1. Noise Compliance:
         Noise E requires residential interior noise level of 45 dBA and installation of an alternate means of ventilation (AMV). An interior Noise Test was performed by Longman Lindsey (an acoustical consultant) within four of the worst case scenario rooms (as determined by rooms with largest area of windows/doors) in June 2024. The test results as noted in the Interior Noise Testing Results Ver2 report dated July 14, 2024 confirm all four measurement locations conform to the required interior level of 45 dBA. The Rooftop Energy Recovery Ventilator (ERV-2) and Rooftop Make up Air Unit (RTU-1) installed on the roof and stair bulkhead, respectively provides AMV by operating continually to provide fresh outdoor air into the building. The rate of outside air (cfm) delivered to each residential unit meets or exceeds the values specified in the 2014 New York City Mechanical Code Table 403.3. The Noise E-designation will remain.
      2. Air Quality Compliance:
         Air requires flues/exhausts for gas fired HVAC/hot water equipment to be installed at a minimum height above grade and specific distances from lot lines to avoid any potential significant adverse air quality impact. The stack location requirements were modified according to a study conducted by Joel Soden dated February 11, 2026. Based on the modifications approved by the Department of Housing Preservation and Development (HPD) on February 25, 2026, the updated requirements are:

RTU exhaust stack must be located at least 97.3 feet above local NAVD88 grade, no more than 36 feet 1 inch from the lot line facing Marcy Avenue and 24 feet 3 inches from the lot line facing Walton Street. The center of the hot water HWHs exhaust vent(s) must be located at least 103.4 feet above local NAVD88 grade, no more than 27 feet 5 inches from the lot line facing Marcy Avenue and 51 feet 9 inches from the lot line facing Walton Street.

The flue associated with the Rooftop Make up Air Unit (RTU-1) model RN-025-3-H-DABY-V0-21-000-e exhausts directly from the side of the heater at a height of 97 feet 3 inch above grade (meets requirement). It is 31 feet 5 inches from the lot line facing Marcy Avenue and 24 feet 3 inches from the lot line facing Walton Street (meets requirement).

The flues associated with the hot water heater tanks installed in each residential unit all enter the adjacent shafts and terminate on the roof at a height of at least 103 feet 4 inches above grade (meets requirement). They are all at least 27 feet 5 inches from the lot line facing Marcy Avenue (meets requirement) and at least 51 feet 9 inches from the lot line facing Walton Street (meets requirement). The Air E-designation will remain.

III. Hazardous materials: Because a Track 2 Restricted Residential Remedial Action was achieved, no Engineering Controls or Institutional Controls are required for this project, and a Site Management Plan is not required. OER will remove the E designation for Hazardous Materials.

IV. Summary of the work performed at the site / cleanup description:
Excavation to a depth of approximately 9 ft below grade was performed in the area of the building with additional deeper excavation to 14 ft for the elevator pit. To eliminate the need for underpinning of the adjacent building to the north, the top 4 ft of soil/fill along the northern property line was removed to install the mat slab at the same elevation of the adjacent building. Excavation to a depth of 4 ft below grade was performed in the rear courtyard to remove soil/fill above Residential SCOs and to install a drywell. Removed three underground storage tanks (one 2,000-gallon No. 2 fuel oil tank, one 2,000-gallon (previously abandoned in place) on the property boundary, and one 550-gallon No. 2 fuel oil tank) and properly removed petroleum contaminated soil encountered below the 2,000-gallon No. 2 fuel oil tank to the satisfaction of the NYSDEC (Spill No. 1808166 closed on 10/17/2025). All tanks were properly removed and clean end point samples were obtained from soils below the tanks. FDNY tank removal affidavit was obtained. Transported and disposed of 7,983.22 tons of soil/fill material at permitted facilities. Collected and analyzed endpoint soil samples to determine the performance of the remedy with respect to attainment of SCOs. Metals and SVOCs slightly exceeded Unrestricted Use SCOs, but all results were below Restricted Residential Use SCOs. A Track 2 Restricted Residential Cleanup was achieved for the Site. As part of construction, installed a composite cover system consisting of the building's concrete slab, and rear courtyard's concrete slab, and installed a 20-mil vapor barrier behind all exterior foundation walls to grade, building slab and below/around the elevator pit.

V. There are no restrictions. However, all city projects are prohibited from groundwater use.

VI. The remediation is completed, and the site has achieved a Track 2 Restricted Residential Cleanup as per Hazmat Remedial Action Report approved by OER.

VII. NYC OER EPIC website link for the property is available at: NYC OER / EPIC https://a002-epic.nyc.gov/app/workspace/3263/docrepository.

VIII. Soil/fill results collected as part of Remedial Investigation before Remedial Action showed the following:

1. No pesticides concentrations.
2. Trace concentrations of several VOCs were detected; however, only acetone (71 µg/kg) was detected above Unrestricted Use SCOs;
3. Trace concentrations of several VOCs were detected; however, only acetone (71 µg/kg) was detected above Unrestricted Use SCOs;
4. One PCB, PCB-1260 was detected above the Unrestricted Use SCO (420 µg/kg) in one shallow soil sample;
5. Several metals including arsenic (14.9 mg/kg), barium (max. of 537 mg/kg), copper (max of 169 mg/kg), lead (max. of 1,040 mg/kg), mercury (max. of 9.04 mg/kg), and zinc (max. of 831 mg/kg) were detected at concentrations exceeding Unrestricted Use SCOs. Barium, lead and mercury exceeded Restricted Residential Use SCOs in three shallow samples; and
6. Overall, the soil results were consistent with data identified at sites with urban fill material in NYC.

IX. Soil vapor samples collected during the RI before Remedial Action showed the following:

1. • Moderate levels of petroleum related VOCs and chlorinated VOCs. The total concentration of petroleum-related VOCs (BTEX) ranged from 16.72 µg/m3 to 252.08 µg/m3. Highest concentrations were detected for chloroform at 1,480 µg/m3;
2. Trichloroethylene (TCE) was detected in four of the five soil gas samples at a concentration ranging from 0.95 µg/m3 to 173 µg/m3; carbon tetrachloride was detected in all five samples with a maximum concentration of 10.2 µg/m3; tetrachloroethylene (PCE) was detected in all five samples with a concentration ranging from 2 µg/m3 to 426 µg/m3; and 1,1,1-trichloroethane (TCA) was detected in all five soil gas samples with a maximum concentration of 238 µg/m3; and
3. Concentrations of the chlorinated VOCs (PCE, TCE, TCA, and Carbon Tetrachloride) were above the monitoring and mitigation level ranges established within the NYSDOH soil vapor guidance matrix.

X. A Track 2 Restricted Residential Remedial Action was achieved. Therefore no Engineering Controls or Institutional Controls are required for this project, and a Site Management Plan is not required. OER will remove the E-designation for Hazardous Materials. A vapor barrier and composite cover system were installed as part of building construction and do not require inspections and/or certification reports.

F. <u>Landscape & Enclosure:</u>

1. Grass cover
   I. None

2. Plantings
   I. There will be no plantings on the property, including the rear yard which is fully covered with concrete.

3. Trees
   I. Three (3) new trees will be planted along Walton Avenue, and there will be five (5) trees along Marcy Avenue, including two (2) new trees and three (3) existing trees. The above is as required by New York City Zoning Resolution.

4. Gates:
   I. N/A. There are no garden walls.

5. Fencing:
   I. An approximately 6'-0" tall plastic covered wire mesh fence (Frost fence type) will be installed along the side and rear yard boundaries with adjacent properties.

6. Retaining Wall:
   I. N/A

7. Display Pools & Fountains:
   I. N/A

G. <u>Building Size and Distribution</u>

1. Building Height:
   I. The maximum height of the building will be approx. 104'-8" from average sidewalk to the top of the elevator bulkhead roof.
   II. The building has one cellar located approximately 6'-0" below grade level.
   III. The cellar includes one low clearance space along the north wall adjacent to the elevator hoistway. The space is fully enclosed in concrete floor, ceiling and walls and is protected with sprinklers. The space is not intended to be occupied. There is one unexcavated area at the north-west corner of the site.

2. Equipment Rooms:
   I. Equipment rooms are located on the cellar floor, as shown on the plans, including:
      1. The water service room.
      2. Electrical service room
      3. Electrical meter room

4. Gas room

II. The roof will have a bulkhead enclosing a mechanical room, the stairs and the elevator control room.

III. On each residential floor there will be a water heater utility closet containing water heaters and tank equipment.

3. Parapets: Height from top of roof finish to top of parapet coping or railings will be a minimum of approximately 3'-6".

H. Building and Structural Systems

I. The structural system for this new building will consist of a "flat plate" concrete structure with concrete columns, shear walls and flat plate concrete slab floors and roof.

II. Floors slabs are 2 hour fire rated cast in place concrete construction with a minimum thickness of 8 inches, and will be finished with wood flooring. Floors will be insulated acoustically with acoustical membrane underneath the hardwood sub-floor, to achieve an impact noise insulation rating of IIC 50 or more, as required by the NYC Building Code.

III. Sub-grade drainage system for foundation: N/A

IV. Waterproofing for foundation walls and cellar floor slab is provided by waterproofing sheet membrane on exterior face of the foundation walls and a waterproofing membrane under the structural mat slab ~~on grade~~.

V. Underpinning will not be required.

VI. Foundation walls are cast in place reinforced concrete walls anchored into the concrete mat slab foundation footing system.

VII. The cellar slab is a mat slab, there is no slab on grade on the property. The slab is poured over a waterproofing membrane. Waterproofing membrane is used as a vapor barrier; there is no cover system.

2. Exterior Walls:

I. The exterior walls facing on Marcy Avenue will be constructed with brick veneer, air cavity, approximately 2 inches rigid insulation panel (R10) installed over a fluid applied air barrier on exterior sheathing with a cold formed metal framing backup wall system. The metal framed wall cavity will be filled with 6" glass fiber insulation and finished with painted drywall on the interior side.

II. The rear walls will be constructed 4" EIFS (R16) applied to an exterior sheathing with a cold formed metal framing backup wall system. The metal framed wall cavity will be filled with 6" glass fiber insulation with a foil face (R19) and finished with painted drywall on the interior side.

III. The walls facing the adjacent property lines will be constructed of 2-hour fire resistant construction. Portion of the walls will be composed of concrete shear walls with an exterior insulation finish system (EIFS) with an R value of R16. Other walls built at the property line will be metal framed walls constructed with a 2 hour fire resistance rating.

IV. Local Law 11 of 1998, now known as the Façade Inspection Safety Program (FISP) is applicable to buildings higher than 6 stories in height and will apply to this building. Façade Inspection Safety Program requirement is for building facades to be inspected every 5 years starting on date of Temporary Certificate of Occupancy. TCO is expected to be obtained in June of 2026, and therefore the first façade inspections cycle will take place in June of 2031.

3. Exterior Windows and Doors:

I. Windows were designed so that exterior window-wall construction system achies OITC 28 dBA in all facades in order to maintain an interior noise level of 45 dBA.

II. Windows at residential floors:

1. Vinyl clad wood out-swing casement windows. Windows are 400 series fabricated by Anderson Windows
2. Insulated double glazed units with Low-E coating and argon gas filled cavity.
3. U factor of approx. U-0.30 and SHGC of approx. 0.35 or better, subject to architect's approval.
4. Insect screens not provided.

III. Sliding doors:

1. Sliding vinyl clad wood doors, E-Series manufactured Eagle Windows, a subsidiary of Anderson Windows.
2. Insulated double glazed units with Low-E coating and argon gas filled cavity.
3. U factor of U-0.33 and SHGC of approx. 0.35 or better, subject to architect's approval.
4. Insect screens not provided.

IV. Warranty:
1. Window and sliding door systems include Anderson Windows 20 year manufacturer's warranty for glazed components and 10 year manufacturer's warranty for interior wood and exterior composite wood components, starting from the date of windows purchase. Window warranty is subject to manufacturer's terms and conditions.
2. Installation has a one year warranty from the time of construction completion.

V. Building does not have lot-line windows.

4. Parapets and Copings:

I. The roofs and terrace parapets will be solid masonry walls reinforced with vertical steel dowels embedded into the concrete slab. The parapet coping will be metal. The interior face of the parapet walls will be masonry or stucco finish.

II. Flashing:
1. Exposed exterior flashing for the building will be stainless steel or aluminum.

5. Chimneys and Flues:

I. Residential units on the 2nd to 7th floors will have a total of 24 flues from each of the water heaters, terminating on the roof. They will be made of polypropylene and shall be approximately 4" in dia., sized and installed accordance with manufacturer's instructions.

II. The hot water heaters will have air intake PVC vents sized at 3" or 4" dia., as required.

III. In the 1st floor parking garage, one gas unit heater has a 5" diameter flue that terminates 3 feet above the 2nd floor roof. It will be made of polypropylene and shall by sized and installed accordance with manufacturer's instructions.

IV. The refuse chute will terminate at a roof level to a heavy gauge galvanized steel vent.

V. Metal chimneys: N/A

6. Balconies and Terraces:

I. Terraces are located on 2nd floor, 6th floor and 7th floor. All terraces appurtenant to certain residential units with the exception of the south-west terrace on the 6th floor that serves as an amenity terrace.

II. Balconies are located on the 3rd, 4th, 5th, 6th, and 7th floors. All balconies are appurtenant to certain residential units. They are smaller in size than terraces and do not cover conditioned space below.

III. Terrace Finish:
1. The amenity terrace located on floor 6 are provided with waterproofing membrane with granular cap sheet over tapered insulation on the structural concrete deck, finished with approximately 2-inches thick concrete pavers on pedestals.
2. All terrace roofing membrane are provided finished with pavers. Occupancy of the roof without installation of pavers or other approved roof wear and protection material will void the terrace roofing warranty.

IV. Balcony Finish: Concrete deck finished with a waterproof slip resistant coating.

V. Balcony soffits will be exposed concrete either clear sealed or painted.

VI. Railings: all terrace and balcony railings shall be 3 feet 6 inches tall vertical picket metal railings that do not create a ladder effect.

VII. Copings: Metal copings at all parapets.

VIII. Doors to balconies and terraces:
1. Vinyl clad wood doors with insulated thermal glass panels
2. Thermally broken system, provided by Eagle Windows and Doors, a subsidiary of Anderson Windows.

IX. All residential terraces and balconies are separated from each other via exterior walls or 4 feet high privacy fences.

X. Roof terraces enclosed with parapets will be equipped with one approximately 3 inch controlled flow cast iron drain and one approximately 3 inch standpipe type cast iron emergency overflow drain each, with the exception of the second floor rear roof terrace which will be drained with two approximately 4 inch controlled flow cast iron drains and two approximately 4 inch cast iron standpipe type emergency overflow drains. Secondary emergency drains are located approx. 2'-0" from main drains.

XI. Leak management system: Not provided.

7. Fencing at terraces:

I. Fencing refers to dividers at the residential and roof terraces. The 4 feet tall steel fence shall have vertical pickets spaced a maximum of 4 inches o.c.

8. Retaining Wall:
   I. N/A

9. Exterior Entrance and 1st Floor Public Areas
   I. Exterior Entrance Doors and frames:
      1. The main entrances at the Residential Lobby and Retail Facility vestibule to be aluminum storefront system with transparent insulated glass panels with mortise locks. System 451T by Kawneer and system 1600 by Kawneer, as dictated by the locations of the units.
      2. Exterior entrance doors will be swing type doors with insulated clear tempered glass with "low-e" coating and argon filled cavity; frames shall be thermally broken aluminum sections, finished with a Kynar finish and mortise locks.
      3. Vestibule doors will be swing type doors with tempered glass; frames shall be thermally broken aluminum sections, finished with a Kynar finish and mortise locks.
      4. Entrance door to unit 203 is a glazed aluminum clad wood door.
      5. The warranty for the exterior glass and aluminum storefront system is of one year, for parts and labor.
   II. Entrance Public Stairs / Exterior Ramp:
      1. Exterior stairs and ramps: located at entrance to retail unit (corner of Marcy and Walton), at entrance to Unit 203 on Walton, and at exit from building on Marcy Avenue. An accessible ramp to enter the retail unit is located at the corner of Marcy and Walton. The ramp has a slope of 1 in 12.
      2. Exterior stairs will be concrete stairs finished with stone tiles, with a slip resistant texture over a waterproofing membrane, installed on the structural concrete deck.
      3. The exterior accessible ramp will be exposed concrete with a waterproofing traffic coating by Soprema.
   III. Handrails / Guardrails:
      1. Entrance railings and handrails are provided at the ramp and steps from street level to first floor level, at the retail entrance on Marcy Avenue, at the exit from the building, also on Marcy Avenue, as well as handrails provided at the entrance to Unit 203, on Walton Street.
      2. Guardrails and handrails will be steel fabrications with a painted finish. Vertical guardrail pickets will be spaced approximately 4 inches on center. Guardrails are at a 3 feet 6 inches minimum height, while handrails are at a height of 36 inches.
      3. Handrails at building entrance at the building retail entrance, at the exit stair discharge door and at the entrance to the duplex unit on Walton stairs will be approximately 1 ½" steel pipes, painted finish.
   IV. Mail Boxes:
      1. There will be 25 mailboxes.
      2. Front Loading Double Width Horizontal Mailboxes, manufactured by Bommer Industries.
      3. Mailboxes are located in the Lobby at the 1st Floor and will be U.S. Government approved.
      4. Mailboxes will be in metal, with a finish as selected by the architect.
   V. Lighting:
      1. Exterior light at all main entrances shall be provided. Lighting will be provided in the lobby, public corridors and exit stairs. Exterior illumination shall be provided and charged to Owners Association.

10. Service Entrances
   I. Service Entrance:
      1. A service entrance is provided to enter the cellar level directly from street level on Walton Street. Access to the cellar is via a concrete stair on Walton or using the building elevator.
      2. The street level door will be a double-glazed glass and aluminum door with a mortise lockset. At the bottom of the ramp will be a fire rated steel door with closer and panic device so it can be operated at all time.
   II. Garage door:
      1. Motorized roll down steel garage door with remote operator, by Cornell Industries.
   III. Exterior doors:
      1. Exit stair doors and exit door on Marcy Avenue will be cold rolled steel frame with insulated steel doors with a 90-minutes fire rating. The door locks will be arranged to provide un-encumbered exit with panic devices from the exit stairs to the public way. Door remains locked with a key on the street side.

2. An exterior door is located at the rear of the Commercial space for maintenance access to the rear yard, and via a ladder, access to the portion of second floor roof occupied by mechanical equipment serving the building and first floor commercial space. The door will be locked at all times and will be operated with a keyed lock for maintenance personnel use only.
3. The handrails at service entrance stairs will be steel pipes, with a painted finish.

11. Roof and roof structures

I. Roof material (all roofs, including bulkhead roof):
1. The roofing system product manufacturer is Firestone and the roofing products will be installed in compliance with the manufacturer's recommendations and installation details.
2. The main roofing system will be a modified bitumen roofing system with tapered insulation atop an approximately 8 inches thick concrete slab floor.
3. The bulkhead roofing system will be a modified bitumen roofing system with tapered insulation atop an approximately 8" concrete slab.
4. Insulation:
a. Insulation shall be polyisocyanurate, sloped to a minimum of approximately 4.5 inches at the drains.
b. The product used must meet local codes and standards and will be approved by the Department of Buildings of the City of New York.
c. The "R" value of the roof insulation is of an average of R30 or greater, as required to meet the NYC Energy Conservation Code, 2016 edition.
5. Surface Finish: The surface finish will be comprised of granulated surface modified Bitumen Cap Sheet.
6. The specified roofing material may be covered with approved pavers where installed in accordance with the manufacturer's details and where roof drainage will not be obstructed.
7. Expected Useful Life: The roofing system shall have a minimum life of up to 10 years.
8. The roofing product is manufactured by Firestone and has a 10-year warranty for products and labor. Warranty to be issued by manufacturer and commences on final inspection's date of approval, anticipated to occur in April 1 2025.
9. Flashing Material: There will be stainless steel or aluminum counter flashing and membrane base flashing as required and will be compatible with the roofing manufacturer's recommendations.

II. Skylights: No skylights on the building.

III. Roof Drains:
1. Main roof: Six approximately four inch primary controlled flow drains and six approximately four inch standpipe type emergency overflow roof drains
2. Private roof terraces (2nd fl. front, 6th and 7th floors): nine approximately three inch controlled flow and nine approximately three inch emergency roof drains
3. 2nd Floor Rear Terrace: two approximately four-inch controlled flow and two approximately four-inch emergency roof drains are provided at the 2nd floor rear roof terraces. They are cast iron drains.
4. Emergency overflow drains are located approx. two feet from the primary drain.
5. Leak management system: Not provided.
6. Scuppers and Leaders are provided at roof bulkheads and are made of galvanized steel material.

IV. Skylights: N/A.

V. Bulkheads:
1. The elevator overrun and control closet will be part of roof bulkhead, which will consist of a poured-in-place concrete floor with a masonry enclosure with an insulated stucco plaster finish.
2. Stair Bulkhead: Exterior Enclosure will be approximately 8" concrete block with synthetic plaster finish.

VI. Metal Work at Roof Levels
1. Vertical Ladders: One exterior stair shall be provided to gain access to the bulkhead roof level and a ladder will provide access to access panels required in the elevator bulkhead.
2. Railings: Metal balcony railings with painted finish shall be provide at balconies and terraces on their respective levels. An approximately 4'-0" concrete masonry wall or a steel railing will enclose the building perimeter at roof and elevator bulkheads.
3. Hatches to Elevator Roof: N/A

VII. Rooftop Facilities:
1. The building includes a main roof over the top of the building's seventh floor. Main rooftop areas are un-occupied spaces. No floor area may be added on the roofs. Any additional un-built development right on the property will remain the property of the sponsor of the project.

2. Access to the main roof is designed in compliance with the 2014 NYC Fire Code, Section FC 504.4
3. The building includes a roof terrace over the first-floor commercial space. Part of this roof will be designated as limited common element(s) appurtenant to unit(s) 201, 203, and 204, and a part of this roof will be designated as a building Common Element. The Building Common Element portion of the low roof is accessed via a caged ladder from the first floor commercial space rear exterior door.
4. The building does not include green roof systems or solar photovoltaic electricity generating systems. The building was filed with DOB prior to the applicable regulation.

VIII. Private Terraces and Balconies:
1. The 2nd floor roof terrace and other individual balconies are residential limited common elements and will be for use by the residential units with such terraces and balconies (as applicable) as reflected on the floor plans.
2. 2nd Floor private terrace consists of concrete slab with, roofing membrane, roof insulation and concrete pavers. Concrete pavers may not be removed unless replaced with equivalent material in weight.
3. Use of 2nd floor roof partly as private terraces will be indicated on the certificate of occupancy. The occupancy load is not indicated, but based on an approximate aggregate residential terrace area of 2,762 sf the maximum occupancy will be 14 occupants.

12. Fire Escapes
I. There are no fire escapes. Fire escapes are not permitted by the building code, of the City of New York for new construction.

13. Yards:
I. The rear yard is located behind the building. It is a common element. It is only accessible from the commercial space. A steel stair landing and stair provide access to the yard level from the commercial space; a steel ladder provides access to the second floor roof from the rear yard level. The yard is paved in concrete and has a drain.
II. Yard is enclosed by existing adjacent buildings CMU walls.
III. EIFS faced walls at the yard Facade

14. Interior Public Stairs:
I. Interior Residential Stairs
1. The building is served by 2 exit stairs. The stairs extend from 1st floor to the main roof level. Three Fire stairs provide egress from the cellar.
2. Enclosure: The stairs will be enclosed with a min. 2-hour rated concrete construction. Stair bulkhead projecting through the roofs will be constructed from masonry units with insulated stucco finish system. All stair walls will be painted.
3. Stair Construction: All stairs will be concrete stairs.
4. Stringers: N/A
5. Treads: Exposed concrete with slip resistant nosing.
6. Risers: Exposed concrete.
7. Hand Rails: There shall be a steel pipe handrail in each stair in accordance with the NYC Building Code.
8. Balustrade: N/A
9. Unit 203 has an internal stair. The stair is constructed in concrete. Stair finishes will be by the unit owner.
II. Retail Unit Stair:
1. There are three private exit stairs from the commercial space level down to street level; one is located at the north corner facing Marcy Avenue, another stair is at the corner of Marcy and Walton and the third stair exits onto Walton Street.
2. There are three exit stairs from the cellar shared by commercial tenant and residential spaces.
3. Stair Construction: Concrete stair.
4. Stringers: N/A.
5. Treads: Concrete with slip resistant nosing.
6. Risers: Exposed concrete.
7. Hand Rails: There shall be a steel pipe handrail in each stair in accordance with the NYC Building Code.
8. Balustrade: Steel bars or pipe rail as required.
III. All stairs in compliance with NYC 2014 Building Code

15. Interior Doors and Frames:

I. Unit Entrances: The Residential units shall be accessed from the corridor through insulated fire rated self closing steel doors and frame that meets the New York City Building Code requirements.
II. Corridor Doors and Frames: All doors to be hollow metal steel doors and frames shall be hollow-metal and will meet the New York City Building Code requirements. Doors and frames to be 45 minutes fire resistance rated.
III. Stair Doors and Frames: All doors and frames shall be self-closing 90-minute fire-rated hollow-metal and will meet the New York City Building Code requirements.
IV. Roof Doors and Frames: These doors and frames shall be thermally insulated self-closing 90-minute fire-rated hollow-metal and will meet the New York City Building Code requirements.
V. Cellar level doors and frames will be either 1 or 2 hour fire rated self-closing hollow metal steel doors and frames.
VI. Residential unit interior doors will be solid core wood doors with wood frames.

16. Elevators:
I. There will be one (1) Residential passenger elevator servicing the building from the Cellar to the Roof level. There is no separate service elevator. The passenger elevator will be manufactured by Hollister Whitney.
II. The elevator will also be used by commercial space tenant to have access to the cellar.
III. The elevator will have a capacity of 3,500 pounds / 200 foot per minute.
IV. The type of operation will be Selected Collective Operation.
V. The residential elevator will be a Gearless Machine Room Less (MRL) type.
VI. The elevator doors will be single speed Doors.
VII. The elevator control room will be located at the elevator bulkhead roof next to the elevator overrun and is accessed via an exterior steel stair.
VIII. Elevator power will be 12.5 hp, 208 volts, 3-phase, 60 Hz; machine will be Imperial Electric Nidec type.
IX. Elevator car call button security will be limited access system to the commercial unit. Residential tenants will not be given access to the commercial unit space; a limited number of commercial tenant users will be given a Frequency Operated Button key (FOB) allowing a limited use of the elevator to the two commercial floors.

17. Elevator Cab:
I. Elevator cab will be manufactured by Columbia Elevators and will be in conformance with applicable code provisions.
II. The floor material will be metal with a stone finish on setting bed.
III. The walls for elevator cab will be covered with plastic laminate panels.
IV. The ceiling for elevator cabs will be a stainless-steel panel.
V. The lighting of the cab will be recessed lighting.
VI. Elevator will be equipped with a hands-free emergency two-way communication system connecting directly to a monitoring service. Elevator will have a backup power supply and an automatic location identification system. In the event of a fire, smoke detectors will force an elevator recall so that firefighters will take manual control of the elevator car. Elevator safety fire alarm system and elevator recall will comply with NYC DOB regulations, Fire Code and NFPA 72.

I. Auxiliary Facilities:

1. Residential Lobby:
I. The floor shall be finished with stone flooring.
II. Walls shall be finished with a gypsum wallboard finish, wall covering, wood paneling or other material, as indicated.
III. Reception Desk: N/A.
IV. Entry doors to aluminum curtain wall storefront framing will be aluminum framed doors with clear tempered glazing.
V. Ceiling lighting shall be recessed fixtures as selected.

2. Common laundry room:
I. N/A

3. Private Laundry Room:

I. One in-unit laundry closet with laundry hook-up per residential unit is provided, with exception of unit 704 that does not have a laundry room. There are 23 laundry closets in total.
II. Laundry closets sized for a stacked washer/dryer unit. Any dryer unit must have a gas hookup and exhaust ventilation.
III. Washer/Dryer unit to be provided and installed by unit owner.

4. Refuse Disposal:
I. Each residential floor will have a refuse chute access room with storage for recyclables. A compactor is provided in the compactor room at cellar level. Compactor to be Model CE-150 by Chutes Enterprises with a capacity of 11 Cubic yards per hour, cycle time 27 seconds, compaction ratio 4:1.
II. The building does not have an incinerator.
III. Refuse Storage: A common residential refuse storage room is located in the compactor room in the cellar.
IV. Refuse pickup and schedule: determined by New York City Department of Sanitation.
V. Commercial unit refuse storage is separate from residential and refuse pickup is by private carting service.

5. Mechanical Rooms:
I. The water and gas service rooms, electrical room, as well as other accessory mechanical spaces are located in the Cellar.
II. The elevator control room and other accessory mechanical spaces are located on the roof bulkhead.
III. A mechanical closet will be located on each residential floors; the mechanical closet will be used for the water heater tanks and equipment accessory to the units on each floor.

6. Storage rooms:
I. There are 24 individual storage lockers located inside a large storage space in the cellar Storage lockers are offered via license to residential unit owners. Refer to plans for specific storage unit layout. Floor area figures shown on storage unit layout is measured from face of wall to face of wall and includes any column located inside the space.
II. Storage lockers are enclosed in fire rated drywall partitions. The door to the storage space will be keyed and the door to individual storage lockers will have their own key.
III. Walls will be finished with paint, ceilings sealed or painted concrete and floors sealed concrete.

7. Bicycle Storage:
I. There is a common bicycle storage room located in the cellar. The room has a capacity to store 12 bicycles, and is equipped with 12 vertical bicycle wall mounts by Wallmaster.
II. Bike storage spaces will be for residential tenant use only and will be offered by license.
III. The door to the bicycle storage room will be a heavy gauge steel door equipped with a keyed lockset. Unit Owner will provide their own locks to attach the bicycles to the racks.
IV. Walls will be finished with paint, ceilings sealed or painted concrete and floors sealed concrete.

8. Parking Garage:
I. The building includes a car parking garage fr 9 cars, at cellar level. Two of the parking spaces are accessible, one of which is sized for an accessible van.

J. Plumbing and Drainage:

1. Water Supply:
I. A 3” metered domestic cold water service with a curb valve is connected to the street water main on Marcy Avenue. The service line enters into the building’s Plumbing / Sprinkler Service room.
II. The metered domestic cold-water supply will be extended to a RPZ and then to the duplex domestic water booster pumps located in the cellar and serving the building. Booster water pumps shall provide water pressure to equipment and to the fixtures in all of the residential units.
III. All cold water, hot water, and recirculating water pipe and fittings shall be insulated with pre-formed fiberglass sections with all service jacket with vapor barrier. insulation manufacturer: Manville micro-lok 25/50. Insulation thickness conductivity for service water heating piping is accordance with ASHRAE/IES standard 90.1-2013 with 2016 NYC amendments.

IV. A water dispenser will be provided with street pressure cold water, in an accessible common area, so that in an emergency, if the domestic water booster pump system is not operational, unit owners will have access to domestic water.

V. Cold-water to residential units will be supplied from the cellar booster pumps, through a cold-water riser located in the hallway mechanical closet on each residential floor (2nd -7th floor) and distributed from there to residential unit hot water heaters. Each unit will have a dedicated water supply shut off valve, located near the water heater.

I. Individual gas hot water heaters, in the mechanical closet on each floor supply hot water to each unit. Each unit is supplied with a hot water temperature maintenance system consisting of a dedicated hot water return pipe extending from the last supplied fixture and circulation pump to the water heater. Janitor's sinks, two at cellar and one at 1st floor, are served, per floor, by a dedicated electric, 30 gal water heater. Each public lavatory is served by a tankless electric water heater.

2. Fire Protection System:

I. A approximately 3" incoming fire protection water service from Marcy avenue, equipped with approximately 3" double detector back flow preventor, serves an automatic sprinkler system and Manual standpipe system. In case of fire two fire department connections: approximately 3"x3"x6" (one on Marcy side of the building and the second on Walton side of the building) will give access to NYC FD to pump water through a 6" cross connection, running in the cellar, in the building risers.

II. The building fire protection system will supply all floors of the building trough two approximately 4" risers SD/1 and CFR/1 and one approximately 1.5" riser in the trash chute. One of the risers, CFR/1, is a combined sprinkler and standpipe riser and is located in stair A extending from the cellar to the roof. The riser will serve sprinkler systems throughout each floor. Each floor will have sprinkler floor control assembly. This riser will have standpipe hose valve in stair on each floor as well.

III. Stair B will be served by standpipe riser SD/1 with hose valves in stair on each floor, extending from cellar to roof level.

IV. Stair C, G, D, will be served by a total of three approximately 4" standpipe risers, SD/2, SD/3 and SD/4 with hose valves from cellar to 1st floor.

V. The sprinkler system will be provided throughout the entire building except for residential toilet rooms < 55 SF and closets/pantries < 24 SF with a least dimension of 3 feet or less as per NFPA13 8.5.3.1.3 and NFPA13 8.5.3.2.1. All residential units, the 1st floor residential lobby, the retail unit spaces, and all below grade areas, will be protected with a wet sprinkler system. The sprinkler system is fed by a 16" street city main. The sprinkler system pressure will be maintained by a sprinkler booster pump: 400 gpm @ 56 psi. Sprinkler booster pump manufacturer is A-C Fire Pumps, Series 1580 VL (vertical inline pump); model / pump size 4 x 4 x 7F, UL listed and FM approved. Warranty for the sprinkler booster pump is 1 year from date of operation, or 18 months from the date of shipment.

~~VI.~~ Approved upright, pendent and flush type heads will be provided throughout. Approved residential model sprinkler fast response will be installed in all residential units.

VII. The flush type Siamese connections facing Marcy Avenue and another one on Walton Street are secondary source of supply for the automatic sprinkler system and primary source of supply for the manual standpipe system.

VIII. All hose valves on manual standpipe system are exposed in stairs, except first floor where fire hose cabinets will be installed. Additional Fire Department Lobby cabinet with equipment is provided in residential lobby as required per NYC Building code.

IX. Sprinkler plans issued under job #321276445 approved 02/03/2021.

3. Domestic hot water:

I. Domestic hot water will be provided for the residential units by twenty-four (24) individual gas-fired domestic hot water heaters.

II. Refer to the 2nd to 7th floor DOB approved plumbing drawings for the location of the heaters for each residential unit.

III. The gas storage type heaters will be manufactured by State model SGS6 50 YRPDTL 5. The heaters will have a capacity of 50 gallons each, a gas input of 62,000 BTU/H, and an energy efficiency Uniform Energy Factor (UEF) of .73. State heaters have a 6 year limited tank and parts Warranty.

IV. The water heaters for residential units are located on each floor, off of the common corridor in the mechanical closet.

V. Domestic hot water will be provided for retail unit public lavatories by three(3) electrical instant-flow hot water heaters, Chronomite model M-20L-208 with a 99% energy efficiency rating. Chronomite heater is warrantied against defective material or poor workmanship for a period of one year from date of shipment.

VI. Electric storage water heater(AO Smith model DEL-30) supplies domestic hot water to janitor's sinks on cellar floor. Electric storage water heater(AO Smith model DEL-30) supplies domestic hot water to service sink on 1st floor. The AO Smith DEL 30 has a Uniform Energy Factor (UEF) of .92, and a 3 year limited tank warranty and 1 year limited parts warranty.

4. Water Pressure:
   I. Domestic water pressure is maintained by a domestic water booster pump system located at the cellar level. Grundfos Hydro Multi E-2 CRE 20-2, 5 HP each rated for a capacity of 115 GPM at 90 FT head. Grundfos pump is warrantied for 24 months from installation / 30 months from manufacture.

5. Sanitary Sewage System:
   I. A complete sanitary drainage system will convey all soil and waste from plumbing fixtures, drains and equipment. The sanitary system is designed for gravity flow through vented branches, stacks and building drains. Drainage piping to fixtures located in the cellar area will flow by gravity to a duplex sewage ejector, Liberty model PRG101A 1 HP with a 25 GPM 22 FT Head capacity, including all remote fixtures that cannot drain by gravity. The pump has a limited warranty of 18 months from the date of installation or 24 months from the manufacturing date. The ejector discharge pipe connects on the downstream side of the building house trap.
   II. Sanitary piping above ground shall be cast iron piping with no-hub fitting. Piping below grade is cast iron service weight pipe with Bell and Spigot fittings and neoprene gasket joints.
   III. The building sanitary drainage flows to either of the two 8" combined building sewers to the city public sewer at Marcy Avenue.

6. Storm Drainage System:
   I. A complete storm water drainage system designed for gravity flow will convey storm water drainage from the building roofs, and terraces. Roof drains will be the control type, allowing the retainage of up to approximately 3" of storm water on the roofs, and controlling the discharge flow into the storm leaders.
   II. In the elevator pit, a submersible sump pump is provided. Liberty pump model FL102A 1 HP with a capacity of 50 GPM 20 Ft Head. Rear drain on 1st floor is connected to duplex storm sump pump, Libery model LE104M3-2 1 HP, on cellar level under the accessory parking entrance ramp. Liberty pumps have a limited warranty of 18 months from the date of installation or 24 months from the manufacturing date.
   III. Dedicated stormwater house drains will connect on same horizontal plane through a single-wye fitting to either of the two 8" combined building sewers at the foundation wall and will flow to the combined public sewer on Marcy Avenue.
   IV. The piping material above the floor will be cast iron with no-hub joints. Piping below the cellar slab will be cast iron. Sump pumps and sewage ejector discharge piping will be galvanized steel pipe.
   V. Plumbing plans filed under job #340685262, approved 7/2/2019.

K. Heating

1. Method
   I. The primary heat source for the building is provided by individual variable refrigerant flow (VRF) split system air conditioners/heat pump units located inside each residential unit which provide both heating and cooling. A floor or above-the-ceiling mounted air handler in each residential unit distributes conditioned air via ductwork to all the spaces within the residential unit. A similar system serves all residential common area recreation and exercise rooms. The outdoor condensing unit connected to these air handlers with refrigerant pipes will be mounted on the roof. The HVAC Equipment Table below lists the indoor and outdoor models used on the project as well as the efficiency and warranty details for each model.
   II. The locations of the air handler closets are shown on the floor plans. The HVAC condensers are shown on the roof plans. The detail of the distribution of the condensing units for each residential unit is shown in the Condensing Unit Zone Schedules in the Approved HVAC plans, on the HVAC Schedule Sheet #2 listing air handler and condenser marks for each residential unit.
   III. The manufacturer of the VRF systems is Mitsubishi approved by the engineer of record. The approximate useful life of split system is 15-20 years.

IV. Heating for the entrance vestibules and stair bulkheads is provided using electric cabinet unit heaters.
V. The elevator bulkhead is heated by a Thru-the-wall air conditioning unit with electric heat.
VI. Mechanical spaces in the cellar are heated using electric cabinet unit heaters or electric unit heaters.
VII. Retail unit owner will install their own VRF heat pump systems for heating and cooling.

2. Residential Common Area Heating:
   I. The heating system are designed to maintain a temperature of 72 deg. F indoor temperature when the outside temperature is 15 deg. F under normal conditions. The system is designed to follow the New York State Energy Conservation Code. Indoor temperature can vary depending on actual outside temperature as well as indoor conditions.
   II. .

3. Type of Controls:
   I. Each residential unit is provided with a local wall mounted programmable thermostat to control heating and cooling of the VRF unit.

HVAC Equipment Tables

VRF Indoor Air Handling Units Manufactured by Mitsubishi Electric			
Model	Cooling Capacity (BTU/hr)	Heating Capacity (BTU/hr)	Warranty
PEFY-P08NMAU-E3	8,000	9,000	5 years parts
PEFY-P12NMAU-E3	12,000	13,500	5 years parts
PEFY-P15NMAU-E3	15,000	17,000	5 years parts
PEFY-P18NMAU-E3	18,000	20,000	5 years parts
PEFY-P24NMAU-E3	24,000	27,000	5 years parts
PEFY-P30NMAU-E3	30,000	34,000	5 years parts
PEFY-P36NMAU-E3	36,000	40,000	5 years parts
PVFY-P12NAMU-E1	12,000	13,500	5 years parts
PVFY-P18NAMU-E1	18,000	20,000	5 years parts
PVFY-P24NAMU-E1	24,000	27,000	5 years parts
PVFY-P30NAMU-E1	30,000	34,000	5 years parts
PVFY-P36NAMU-E1	36,000	40,000	5 years parts
PVFY-P48NAMU-E1	48,000	54,000	5 years parts
PEAD-A24KA7	24,000	26,000	5 years parts
PKA-A24KA7	24,000	26,000	5 years parts
PEFY-P12NMSU-ER2	12,000	13,500	5 years parts

VRF Outdoor Condensing Units Manufactured by Mitsubishi Electric					
Model	Cooling Capacity (BTU/hr)	Cooling Efficiency (EER)	Heating Capacity (BTU/hr)	Heating Efficiency (COP/HSPF)	Warranty
PUMY-HP36NKMU	36,000	12.6	42,000	3.7/11.7	5 years parts, 7 years Compressor
SUZ-KA18NAHZ	18,000	12.7	21,600	3.2/9.5	5 years parts, 7 years Compressor
MXZ-SM60NAM2	60,000	13.3	66,000	4.1/10.5	5 years parts, 7 years Compressor
PUZ-HA24NHA	24,000	11.5	26,000	3.8/11.0	5 years parts, 7 years Compressor
MXZ-SM36NAMHZ2	36,000	15.0	42,000	4.0/12.0	5 years parts, 7 years Compressor
MXZ-SM48NAMHZ2	48,000	13.1	54,000	4.0/11.5	5 years parts, 7 years Compressor

Rooftop Energy Recovery Units (ERV) Manufactured by Aldes			
Model	Supply Airflow (CFM)	Exhaust Airflow (CFM)	Warranty
PE20e	1,000	1,225	2 years on components
PE40e	3,255	3,390	2 years on components

Rooftop Dedicated Outdoor Air Unit Manufactured by Aaon					
Model	Cooling Capacity (BTU/hr)	Cooling Efficiency (EER)	Heating Capacity (BTU/hr)	Heating Thermal Efficiency (Et%)	Warranty
RN0253HDABYV021000A	308,500	10.9	218,700	81%	1 years parts, 5 years Compressors, 10 years heat exchanger

L. Gas Supply

1. Gas is supplied by National Grid and utilized for cooking, domestic hot water, clothes dryers, and heating for the corridor and apartments.
   I. Type - natural gas.
   II. Meter: The gas service will be individually metered to all twenty-four (24) residential unit owners. Retail units are not furnished with gas service. A dedicated house meter will serve the fresh air RTU unit on roof for heating apartments and corridors.
   III. Piping - approximately 1¼" metallic black steel Schedule 40

M. Air Conditioning

1. Method
   I. The primary cooling source for the building is provided by individual variable refrigerant flow (VRF) split system air conditioners/heat pump units. A floor or above-the-ceiling mounted indoor air handler in each residential distributes conditioned air via ductwork to all the spaces within the residential unit. A similar system will also serve the residential common area recreation and exercise rooms. The outdoor condensing unit connected to these air handlers with refrigerant pipes will be mounted on the roof. The HVAC Equipment Table above lists the indoor and outdoor models used on the project as well as the efficiency and warranty details for each model.
   II. The locations of the air handler closets are shown on the unit plans. The HVAC condensers are shown on the roof plans. The detail of the distribution of the condensing units for each residential unit is shown in the Condensing Unit Zone Schedules in the Approved HVAC plans, on the HVAC Schedule Sheet #2 listing air handler and condenser marks for each residential unit.
   III. The elevator bulkhead will be provided with a thru-the-wall air conditioning unit.

2. Cooling:
   I. The cooling systems are designed to maintain a temperature of 75 deg. F indoor temperature when the outside temperature is 89 deg. F under normal conditions. The system is designed to follow the New York State Energy Conservation Construction Code. Indoor temperature can vary depending on actual outside temperature as well as indoor conditions.
   II. The manufacturer of the residential system is Mitsubishi, approved by the engineer of record. The approximate useful life of split system is 15-20 years.
   III. The outdoor condensing units of the residential system shall be secured to field fabricated dunnage with corrosion protected vibration isolation mounts with a minimum of 90% efficiency to prevent transmission of vibration noise to the building structure.

IV. Refrigerant piping shall be insulated with approximately 1" thick fiberglass pipe insulation: one-piece molded sectional fiberglass insulation, with 4 lb./cu. ft. density with a thermal conductivity of 0.22 to 0.28 (BTU x in.)/(hr x ft^2 x °F) mean. Outdoor piping insulation shall be provided with factory-applied all service jacket and double adhesive self-sealing lap.
V. Retail unit owner will install their own VRF heat pump systems for heating and cooling.

3. Type of Controls:
   I. Each indoor unit will be provided with a wall mounted programmable thermostat.

N. Ventilation

1. Each residential unit is provided with exhaust from the toilets, with 50 cubic feet per minute (CFM) per bathroom, via a common toilet exhaust system. The toilet exhaust air is ducted to an energy recovery ventilation unit on the roof.
2. Each residential unit kitchen is provided with kitchen exhaust via local exhaust fan, with 160 cubic feet per minute (CFM) per kitchen fan being exhausted. The local exhaust connects to a central building kitchen exhaust duct system and passed through a rooftop energy recovery ventilation unit (ERV). The kitchen exhaust for a portion of the auxiliary kitchens is ducted to a dedicated roof top exhaust fan or individual rooftop gooseneck termination.
3. Refuse rooms are provided with general exhaust via a common duct riser that terminates on the roof with a utility type general exhaust fan.
4. The residential unit's clothes dryers are provided with exhaust via common duct risers that terminates on the roof with a central dryer exhaust fan.
5. The cellar MER space and residential accessory storage are provided with general exhaust and tempered makeup air via a system of ductwork and a roof mounted energy recovery ventilation unit.
6. All the residential units, corridors, entrance vestibules, all residential common area recreation and exercise rooms are provided with conditioned (Heating/Cooling/Dehumidifying) outside air via a system of ductwork and a rooftop dedicated outdoor air unit located on the roof bulkhead.
7. A dedicated continuous garage exhaust fan provides minimum ventilation to the cellar garage, and a second dedicated intermittent garage fan operates based on local gas monitoring sensors in the garage space. The fans are located on the 2nd floor roof. Makeup air to the garage is ducted directly to the space from the low 2nd floor roof with motorized dampers interlocked with the garage fans operation.

O. Electrical

1. Con Edison Co. will provide electrical service to the building at 120/208V, 3 phase, 4 wire to electric service equipment and distribution panels throughout the building. The service is as follows:
   I. 2700 amps for house, retail area, and Residential units electrical requirements.
   II. Typical residential unit: 125-Amp 120/208-Volts 1-Phase 3 wires 42 poles Panel.
   III. Units shall individually metered and charged by Con Edison.
   IV. All service equipment located in the Electric Service Room at Cellar level.

2. Residential Units
   I. The service to each residential unit will be single phase, 60 Hz. 120/208V AC. Electric service will be supplied to each residential unit via a unit owner meter bank at cellar Electric Service Room.
   II. Each unit will be supplied with a 3 wire, copper #2 AWG feeder with THHN insulation, and is protected by a 125A main circuit breaker located at the meter bank.
   III. The meter bank is fed from the main service switchgear, fed by 2 sets of 4 wire #400MCM copper feeders with THHN insulation, protected by an 800A fusible switch on the switchgear.
   IV. All residential units are designed with the proper number of wall receptacles, switches, appliance receptacles, etc. as required by the NYC Electrical Code, and are adequate to handle the modern residential loads as described in the following sub-sections.
      1. Receptacles are provided in all rooms. Ground fault interrupter (GFI) receptacles have been provided in bathrooms, laundry rooms and kitchens where required by code.
      2. Bedrooms are provided with approx. 5 receptacles; living/dining rooms are provided with approx. 7 receptacles.

V. Switches lighting fixtures are provided in bathrooms, walk-in closets, foyers and kitchens. Switched ceiling lighting is provided in bedrooms. Fixtures are fluorescent and/or LED type in foyers, dining areas, and walk-in closets, corridors and kitchens.
VI. 20 amp, 120V circuit have been provided to handle lighting and general purpose receptacles.
VII. 20 amp, 120V circuits have been provided in the kitchen area for 120V kitchen appliances. Each appliance outlet is on separate circuits.
VIII. 40 Amp/208 single phase for each air-cooled VRF condenser from the roof.
IX. 15 Amp/208 single phase for the residential unit indoor evaporator units.
X. 20 amp, 120V circuits have been provided for washer and gas clothes dryers.

3. Retail Unit
   I. The service to the retail ~~space~~ Unit will be three phase, 60 Hz. 120/208VAC. Service will be supplied via an individual meter in the Electric Service Room.
   II. The retail l Unit will be supplied with 2 sets of 4 wire #400MCM copper feeders with THHN insulation from the switchgear to the meter and from the meter to the distribution panel, and is protected by an 800A fusible switch on the switchgear.
   III. The main service equipment shall be a fusible switch as required by code, rated for and fused at 800 Amps.
   IV. The retail Unit is served with one panel on the first floor and one panel in the cellar. Each of the panel is supplied from the distribution panel with 4 wire #400MCM copper feeders with THHN insulation, and is protected by a 400A fusible switch.
   V. All spaces within the retail unit are designed with the proper number of wall receptacles, switches, appliance receptacles, etc. as required by the NYC Electrical Code, and are adequate to handle the modern loads for which the space is designed.
      1. Retail Unit and the associated storage space are each provided with 8 receptacles. The final number and layout of receptacles in these spaces shall be determined by the future unit owner.

4. Emergency Power: N/A

P. Audio visual Intercom and security system

1. The building will be equipped with an intercom system, talk/listen connected to the entrance station.
   I. Intercom indoor model number AKUVOX C313W, and outdoor model AKUVOX R29S.
   II. CCTV Camera Model Number HIKVISION DS-2CD2142FWD-IS with NVR model Number HIKVISION DS-7608NI-Q2/8P.
   III. Intercom and CCTV systems covered with a one (1) year labor and installation warranty and a two (2) year manufacturer's and parts warranty.

2. TV Reception Facilities and Telephone Services:
   I. Television service will be available to each unit owner on an individual subscription basis (separate charge).
   II. The building will be pre-wired for telephone/cable services.

Q. Public area lighting

1. All lighting in public areas except the stairwells, utility areas and Cellar will be recessed ceiling mounted. Lighting stairwells, utility areas and Cellar will be surface mounted or chain hung from the ceiling.

2. Building Public Light and Power Distribution:
   I. Emergency Lighting Provisions:
   II. Entrance halls, corridors, stairs and basements are provided with lighting for egress and security in compliance with all applicable codes. Emergency lighting in all public corridors, fire stairs, egress paths, mechanical equipment rooms, electric service room and elevator machine rooms are provided.
      1. Entrance Hall: Candelier by Prestige
      2. Corridor and Stairs/Egress Paths:
         4" recessed downlight by RAB

89286-MKS by MKSLED

III. Emergency lighting shall be provided through the use of emergency ballast battery packs in fluorescent light fixtures where possible, integral battery backup in LED light fixtures, and through self contained type wall mounted emergency lights where necessary.
   1. NY EMERGENCY LIGHTING, mini 2 rotable heads, NICAD by Eaton.

IV. Exit signs will be provide throughout as required by code for egress path indication. Exit sign will be LED illuminated type with integral battery backup.

R. Garage and parking areas:

1. Parking garage:
   I. An enclosed unheated parking garage is provided in the cellar level, with a capacity for 9 cars including 2 accessible parking spaces, one of which is sized for an accessible van with 8 feet 2 inches minimum headroom clearance from the garage point of entry to the van accessible parking space.
   II. Per zoning, parking is not required on the property, and is provided as a permitted accessory use. Car spaces will all be approximately 8'-6" w. x 18'-0" d., as required by the zoning resolution.
   III. Parking will not be attended. Parking spaces are available for the building residents and are available to the retail unit owner and residential unit owners. Parking spaces are limited to 1 per retail unit and residential unit owner. Parking is not intended to be for retail customer parking use.
   IV. Accessible parking spaces will be offered by license.
   V. As required by the building code, one space is designated as an accessible space and another one is designated as a van accessible space. Parking spaces are not designated for a particular car size.
   VI. Materials and finishes:
      1. The exterior walls and ceiling will be exposed structural concrete and concrete masonry with a painted finish. The garage floor will be finished with a traffic protection coating.
      2. Parking spaces and pedestrian circulation lanes will be striped.
      3. Garage floor will be sloped to floor drains.
   VII. There are no electrical charging stations in the garage
   VIII. Fire protection:
      1. Garage is protected with a dry sprinkler system.

S. Swimming Pools: N/A

T. Tennis courts, playgrounds and recreation facilities

1. Tennis Courts: N/A

2. Playgrounds: N/A

3. Recreational Facilities:
   I. One recreation room is provided on the 6th floor and two other recreation rooms are located on the 7th floor.
   II. 6th floor recreation room will be listed for 8 occupants on the C of O; 7th floor has two recreation rooms for a total of 21 occupants for light exercise activities.
   III. Recreation rooms are required by the Quallty Housing regulations of the Zoning Resolution. Recreation rooms are designed to the spatial requirements outlined in the Zoning Resolution.
   IV. Recreation rooms will be used for standard activities such as sitting, walking and reading.
   V. Recreation rooms will be provided with painted finish at walls and ceilings, and with a red oak hardwood floor finish.
   VI. Recreation rooms will be provided un-furnished. There will be no TV monitors or other equipment. Spaces will be provided with heat and ventilation, as required by code use.

U. Permits / Inspections / Certificates

1. Conducted concurrently with construction with final sign-off at the issuance of the Certificate of Occupancy. The following inspections:
   I. NYC Department of Buildings
   II. Elevator
   III. Mechanical and Plumbing
   IV. Boiler
   V. Compactor
   VI. Electrical
   VII. Fire Department
   VIII. NYC Office of Environmental Remediation.

1. Among other inspections performed after initial inspections:
   I. Elevator - Monthly, Cat 1 and Cat 5.
   II. Backflow prevention test.
   III. Benchmark (LL84).
   IV. Energy Audit (LL87).
   V. Gas inspection (LL152)
   VI. Facade inspection.
   VII. NYC Office of Environmental Remediation.
   VIII. Fire Department
      1. Fire alarm
      2. Sprinkler
      3. NFPA 80

V. Violations

1. Any Building Code Violations will be corrected prior to the issuance of the Permanent Certificate of Occupancy.
   I. Violation #35444674L, Issued by the Department of Buildings, Infraction Code 206, issued 08/30/2019. Violation of the condition of the New Building Permit. Remedy by filing work permit to allow concrete placement and steel reinforcement. Violation to be closed by week of January 27 2025.
   II. Violation #35444673J, Issued by the Department of Buildings, Infraction Code B207, issued 08/30/2019. Violation of expired permit for construction fence. Remedy by renewing fence permit. Violation to be resolved when L2 is approved and corrections submitted.
   III. Violation #35544690J, Issued by the Department of Buildings, Infraction Code B106, issued 11/20/2020. Violation of protecting roof of neighboring properties. Remedy by providing and maintaining adequate roof protection. Work in progress with no timeline for date of completion.

W. Unit Information:

1. Unit Measurements:
   I. Each Unit is measured horizontally from the exterior side of the exterior walls to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit or to the exterior side of the opposite exterior walls; provided, however, that all columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit. Each Unit is measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling. Any and all measurements are approximations within reasonable tolerances.

2. Terrace measurements:
   I. Terraces are measured from the exterior face of the exterior walls of the building to the exterior face of the parapet or balcony floor.

3. Storage locker measurements:
   I. Lockers are measured from the interior face of exterior walls to the centerline of locket partitions.

4. Residential Units:
   I. There will be 24 residential units in the new building.
   II. The residential units will be adaptable Type B residential units, as defined by NYC building code.
   III. The number of units complies with the requirements of the New York City Zoning Resolution.
   IV. Unit 203 is a duplex unit. The rear portion of the ground floor, a space of approximately 335 sq. feet, is non-habitable as it does not have windows to provide light and ventilation, as required for habitable rooms. The room can be used for accessory residential usage only.

5. Retail Unit:
   I. There is one retail unit located on the first floor, with accessory storage at cellar level.
   II. Zoning Commercial use group is VI Retail, and occupancy group is M, retail.
   III. Frontage and access to the unit is from Marcy Avenue, with a secondary entrance on Walton.
   IV. Spaces were reviewed by the architect of record during periodic construction site visits.
   V. Ceiling Heights:
      1. Ceiling height at first floor is 10 feet clear.
      2. Ceiling height at cellar level is approximately 8 feet 2 inches measured to the underside of the first floor slab.
   VI. Systems will be designed and provided by the unit owner and connected to the building services and utilities.
   VII. The space is provided with temporary electric heating, active louver sections for additional air conditioning and ventilation, and sprinklers. The unit owner will provide the fit-outs of the interior spaces, and the lighting grid.

6. Finishes:
   I. Unit is provided with limited temporary finishes, to be finished by unit owner.
   II. Finished materials will be as follows:
      1. Floors: exposed raw concrete slab
      2. Walls and partitions: primed painted sheetrock demising walls and partitions
      3. Ceilings: primed painted sheetrock ceilings.
   III. Bathrooms:
      1. Provided with toilet model Cadet series by American Standard,
      2. Toilet basin will be Cadet series by American Standard.
      3. All bathroom fixtures will be new fixtures.
      4. Bathrooms will be provided with a porcelain tile floor over a waterproofing membrane.
      5. Bathroom walls and ceiling will be primed painted.

7. Residential Unit Description:
   I. All units have been reviewed periodically during construction site visits.

8. Finishes /Appliances:
   I. The residential unit and facilities will be finished and furnished as described below;
   II. Kitchens, auxiliary kitchens and laundry rooms Finishes and Appliances:
      1. No appliances are provided in any kitchen, auxiliary kitchen or laundry closet. The sponsor is providing hookups for the following appliances. The actual appliances will be the sole responsibility of the purchasers. The following hookups will be provided at locations designated on the plans:
         a. Refrigerator – electrical hookup
         b. Microwave – electrical hookup
         c. Dishwasher – electrical hookup
         d. Range/Oven – gas and electrical hookups
         e. Auxiliary kitchen stovetop – electrical and gas hookup
         f. Laundry washer / dryer – Water / drain / gas / electrical hookups
      2. Note that units 204, 304, 404, 504, 604 and 704 are not equipped with electrical or plumbing hookups for a dishwasher.
      3. All kitchens will come equipped with the following:
         a. Quartz engineered stone countertops

b. Each kitchen will have two (2) undermount single stainless steel kitchen sinks, approximately 17"d. x 18"w., by Kohler.
c. Each kitchen sink will be equipped with 1 hole kitchen faucet, Stainless Steel, by Delta.
d. Plywood or solid wood kitchen cabinets with plastic laminate finished surfaces.

III. Interior of Residential Units, General Requirements (equal or better as certified by architect of record):

Item Finish	**Material**	**Comments**
Ceiling	Painted	Gypsum wall board -Painted, 2 coats
Walls	Painted	Gypsum wall board -Painted, 2 coats
Floors - General	Hardwood floor	approximately ¾" Red oak Common No. 1 Common Grade hardwood floor, approximately 2 ½" wide t and g planks.
Floors - Kitchens	Porcelain tile	By Daltile
Floors - Bathrooms	Porcelain tile	By Daltile

IV. Bathroom (equal or better as certified by architect of record):
1. Sponsor will provide the following bathroom fixtures:
(a) approximately 32" x 66" Bathtub without apron, by American Standard.
(b) Bathtub/shower control and faucets, by Delta
(c) approximately 24" Shawbridge vanities and vanity tops
(d) Undermount bathroom basin by American Standard.
(e) Bathroom faucets will be stainless steel, by Delta.
(f) Showerhead 14 Series by Trinsinc
(g) Toilets will be Cadet by American Standard.

X. Finish schedule of spaces other than residential units and corridors:

Room	**Floor**	**Walls**	**Ceiling**	**Remarks**
Residential Lobby:	-Concrete. -Porcelain tile; color to be selected by architect.	-Porcelain tile; color to be selected by architect.	Ceiling lighting shall be recessed fixtures as selected.	Porcelain tiles by Daltile
Cellar - mechanical rooms	Concrete	Painted Concrete Masonry Unit.	Exposed structure	
Public corridors and stairs	Sealed concrete.	finished with painted gypsum wallboard.	finished with a hung gypsum ceiling, painted finish	
Storage Rooms / Bicycle storage	Sealed concrete	painted gypsum wallboard	Sealed exposed concrete	

Y. Safety and Warning Devices:

1. Photoelectric type combination smoke/co detectors, hard wired, 120 volt will be provided inside each bedroom and within 15' from the outside of each bedroom in accordance with NYC Building Code. Detectors will be tandem wired to ensure simultaneous alarm within each residential unit.

2. Fire Alarm
   I. Fire alarm with central station monitoring
      1. Area smoke detectors in elevator lobbies, mechanical rooms, tops of stairwells and elevator shafts.
      2. Duct detectors on HVAC fan systems with airflow of more than 2,000 CFM.
      3. Sprinkler system waterflow and tamper alarms.
      4. Heat detection in hot water heater rooms.
   II. Control panel located in the Electric Service room in the Cellar with a remote annunciator in the Lobby.

3. Emergency Power
   I. Emergency power is not required by New York City Building Code and an emergency generator is not provided for the building.

Z. Other Information:

1. Asbestos: No asbestos containing material is present in insulating or fireproofing material anywhere in the building.

2. Lead based paint will not be used anywhere in the building.

3. Occupancy load of retail unit: First floor retail unit occupancy load of 282 occupants, as indicated on plans and on the Schedule A, as filed with Department of Buildings. Actual occupancy load may vary due to final type of occupancy and space layout, as per unit owner's fit-out. Any change of occupancy of the retail unit must be approved by the Condo Board and filed with the Department of Buildings.

4. Exclusive of dropped ceiling areas at kitchens, bathrooms, halls (or other areas), soffits, mechanical equipment including ducts and plumbing elements, and structural offsets and boxed-out structural beams, the ceiling heights in Residential Units located in the Building will be approximately 9'-6".

5. The property is fully built up and no future enlargement is possible on the lot.

Seal



Vincent Martineau, Architect
August 13, 2026

Scale:

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



37 WALTON ST. BROOKLYN NY 11206

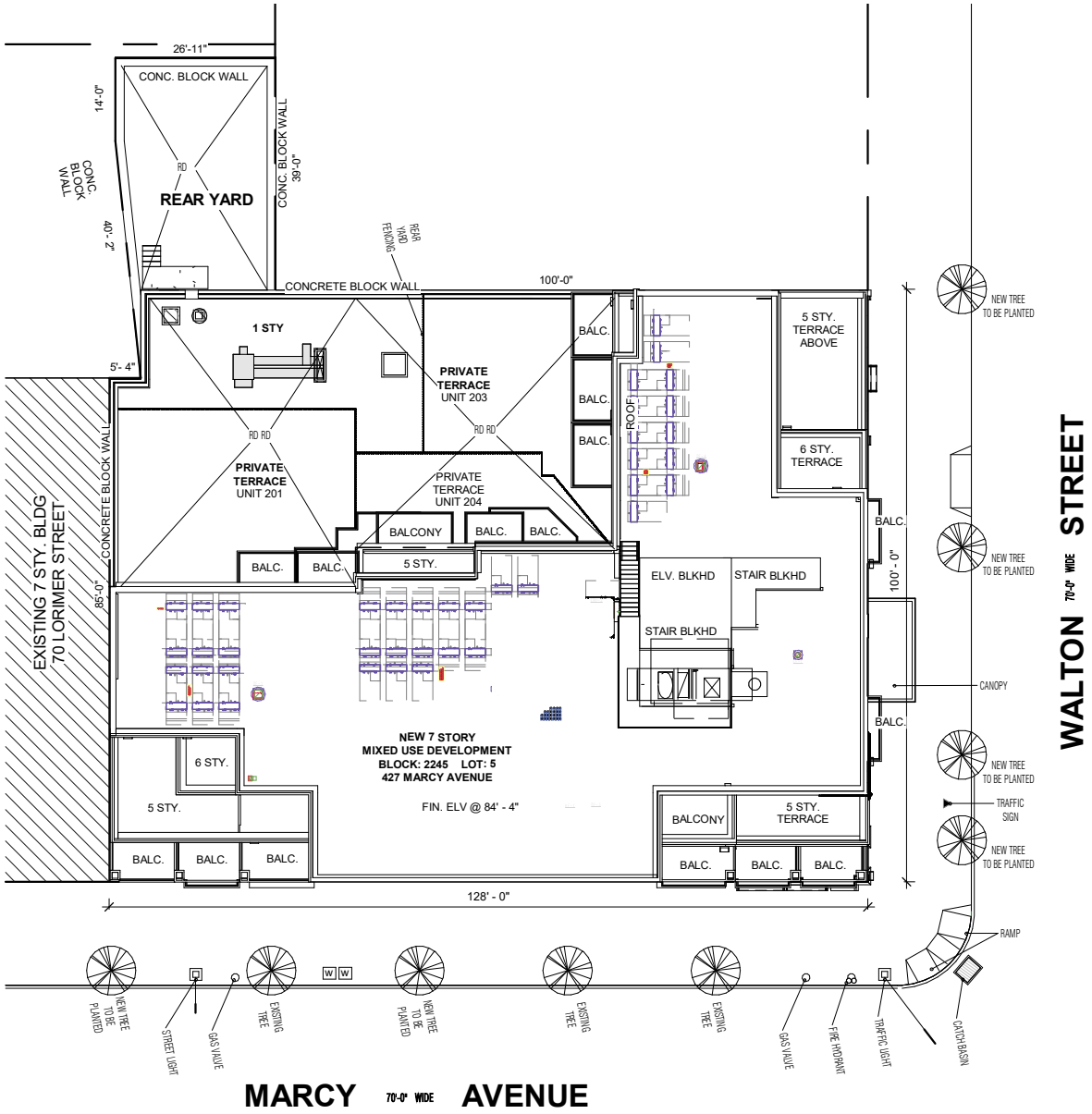
PROPOSED 7-STORY MIXED -USE RESIDENTIAL DEVELOPMENT

ATTORNEY GENERAL REPORT

ISSUED: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



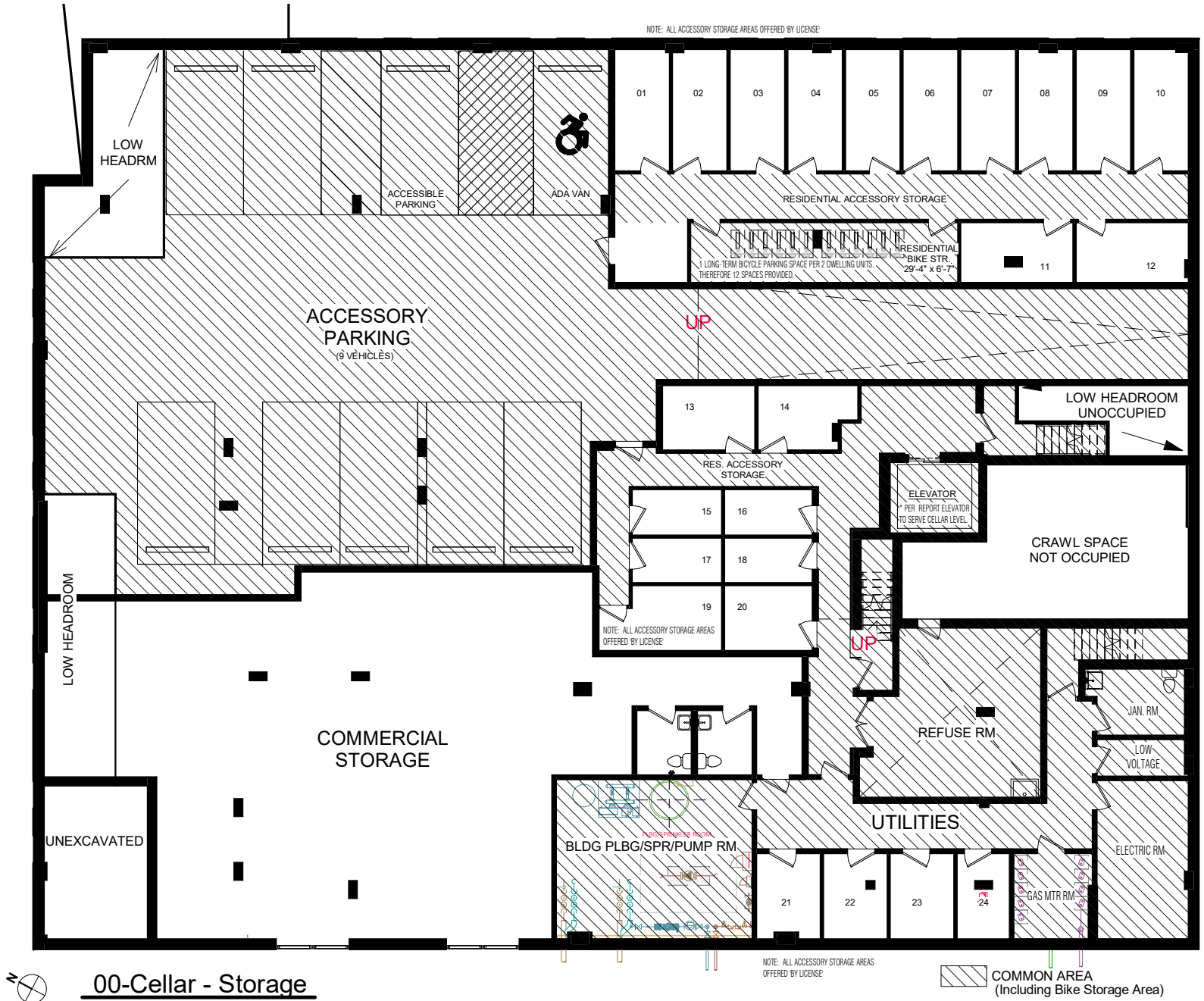
Site Plan
1" = 30'-0"

Scale: 1" = 30'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



00-Cellar - Storage

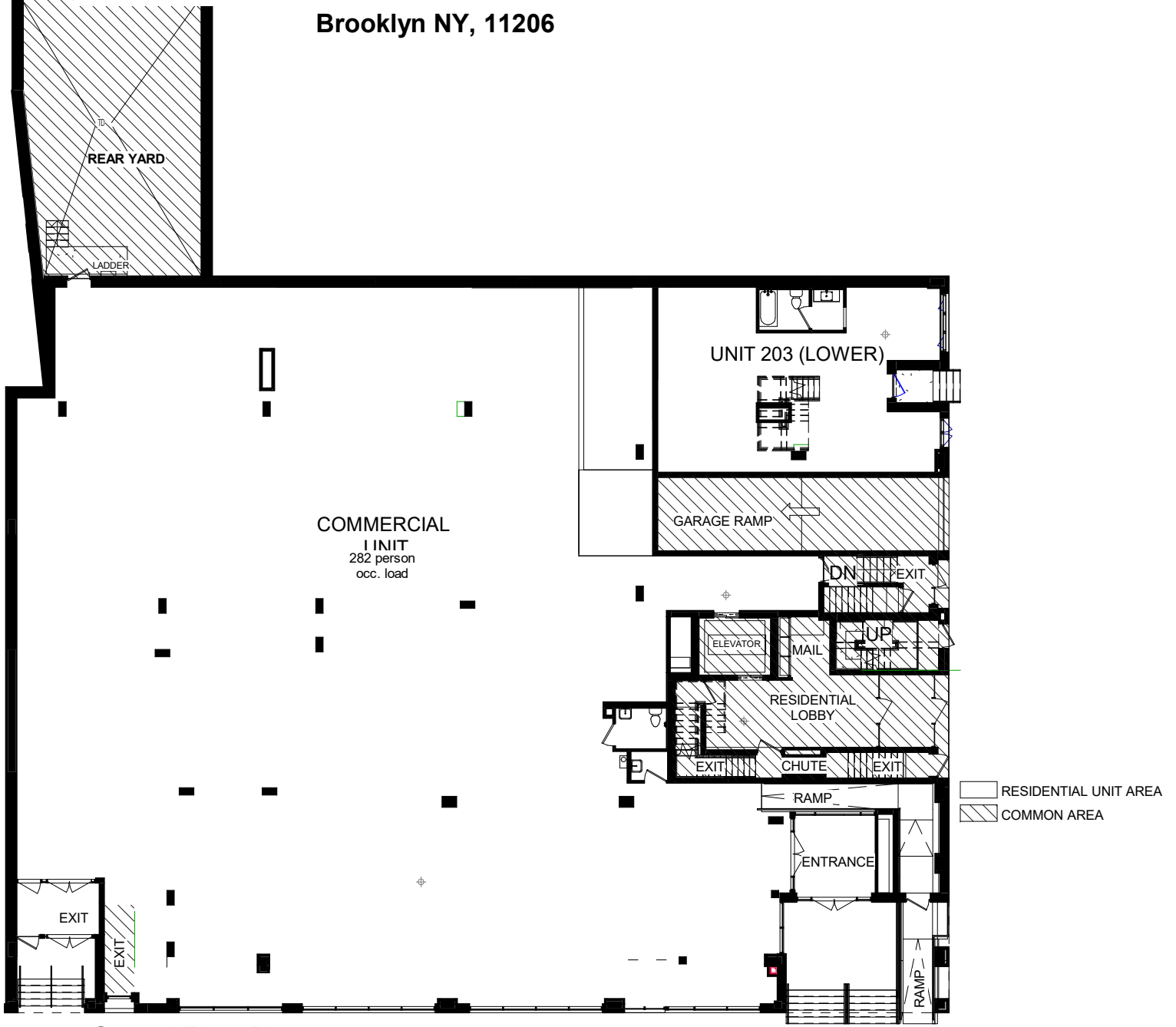
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Scale: 1/16" = 1'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



Ground Floor Plan

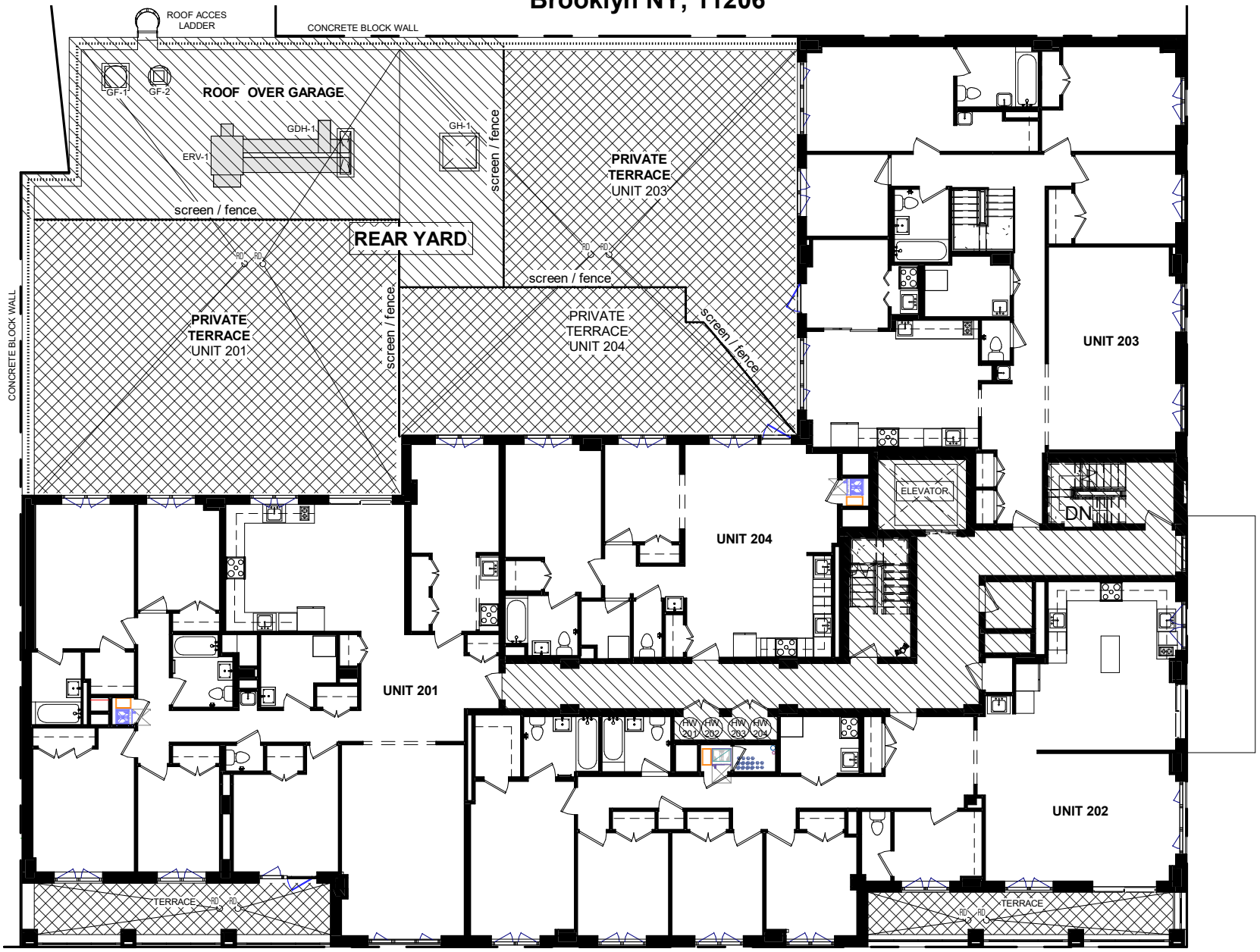
1" = 20'-0"

Scale: 1" = 20'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



RESIDENTIAL UNIT AREA
COMMON AREA
LIMITED COMMON AREAS

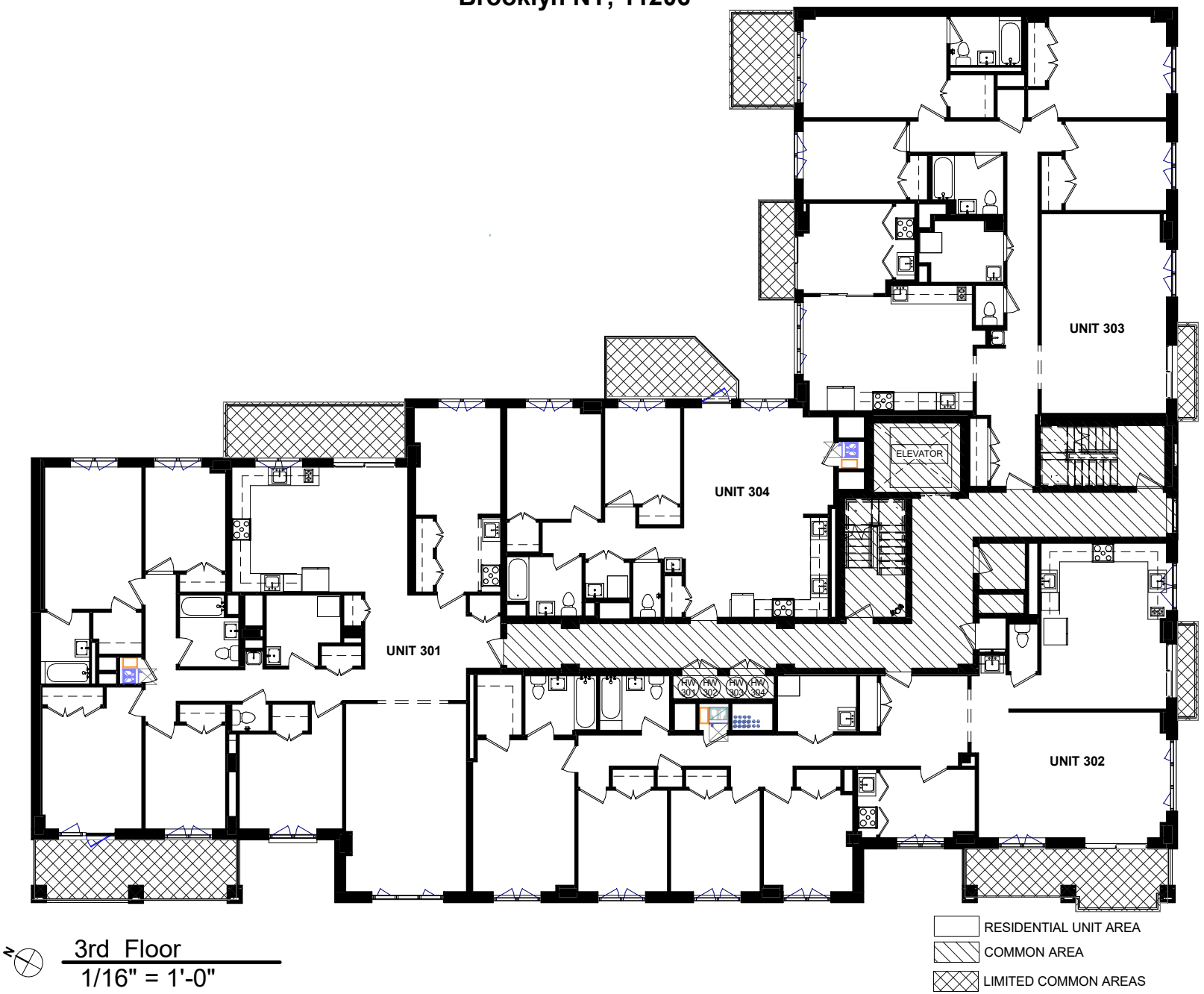
2nd Floor
1/16" = 1'-0"

Scale: 1/16" = 1'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



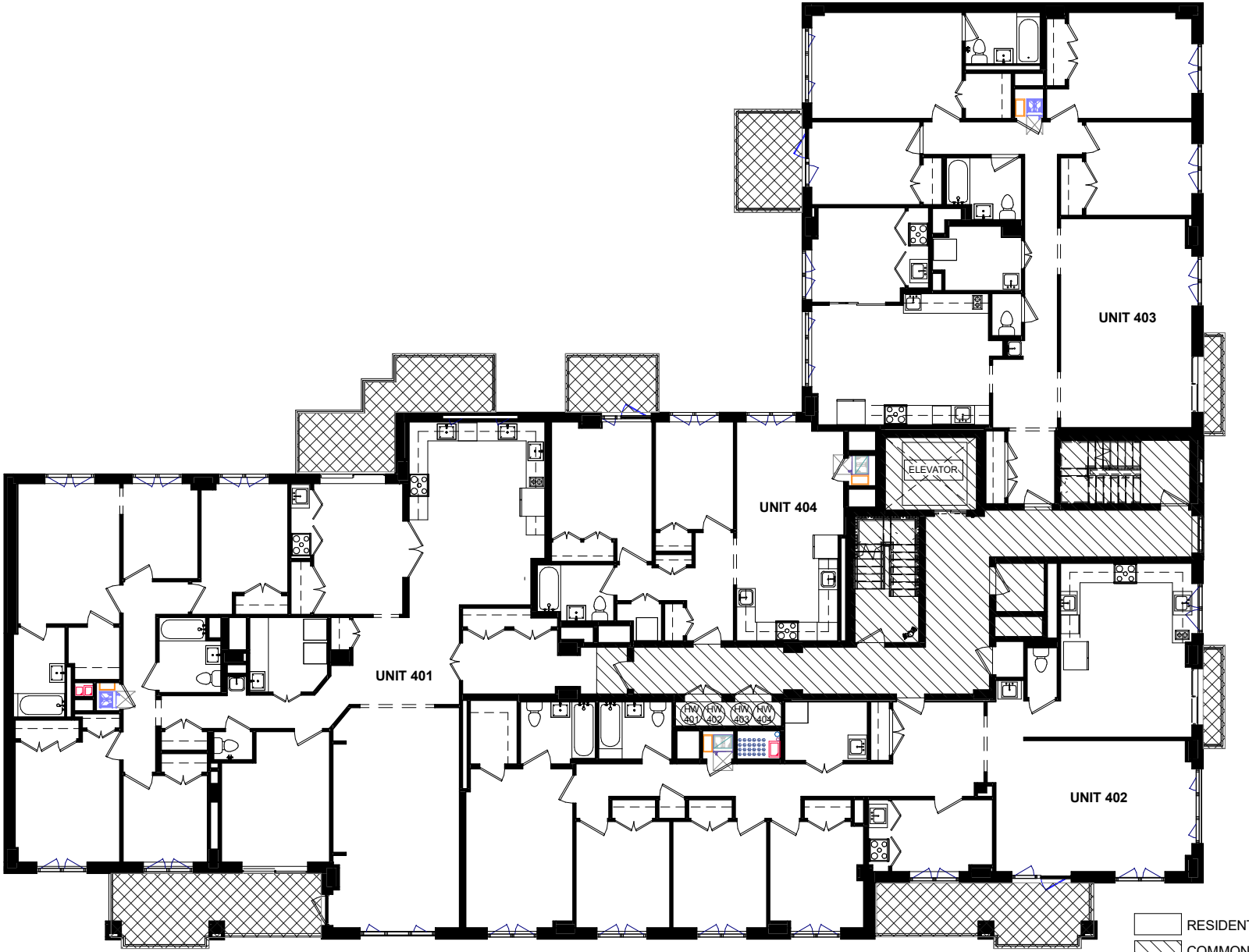
3rd Floor
1/16" = 1'-0"

Scale: 1/16" = 1'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



N

4th Floor Plan

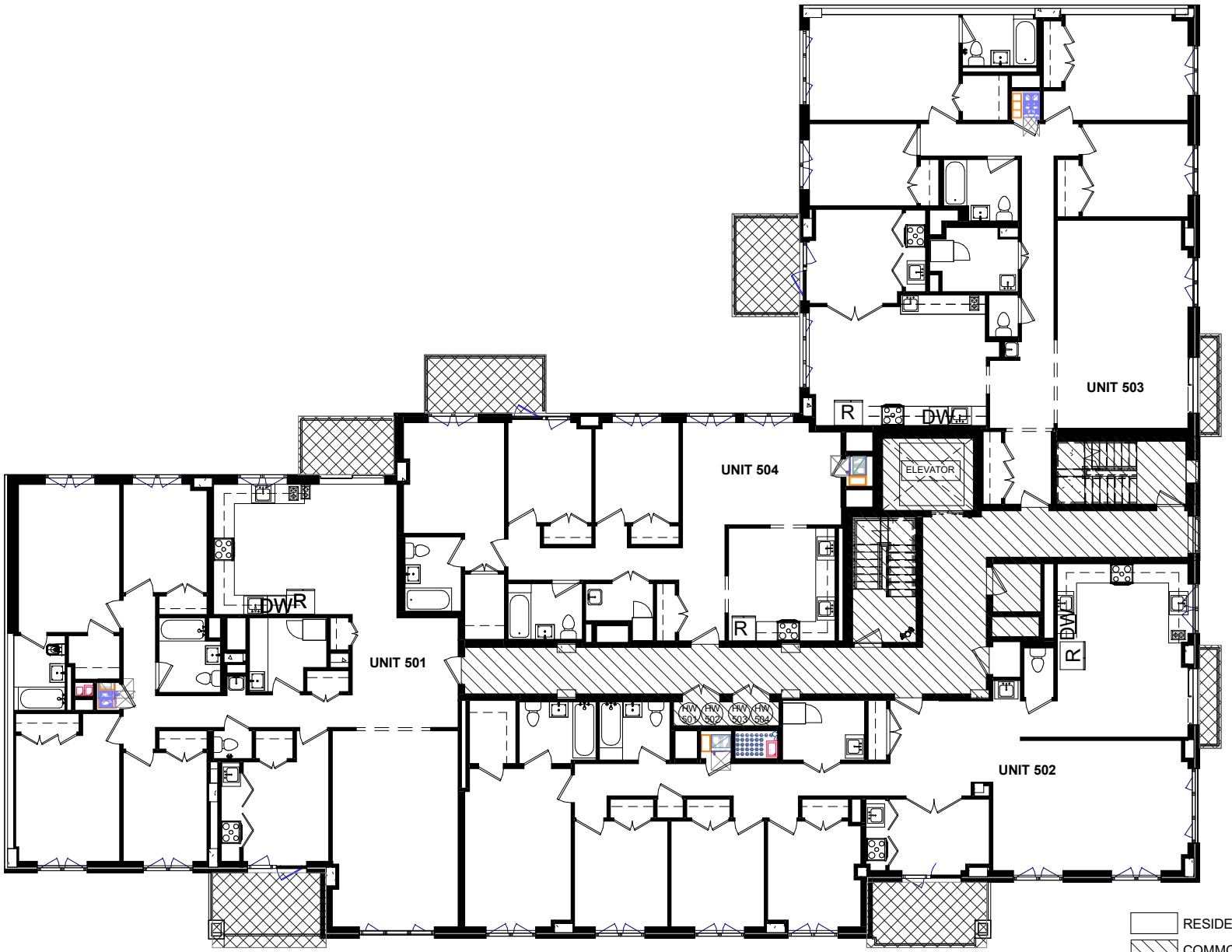
1/16" = 1'-0"

Scale: 1/16" = 1'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



5th Floor Plan

1/16" = 1'-0"

Scale: 1/16" = 1'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



6th Floor Plan

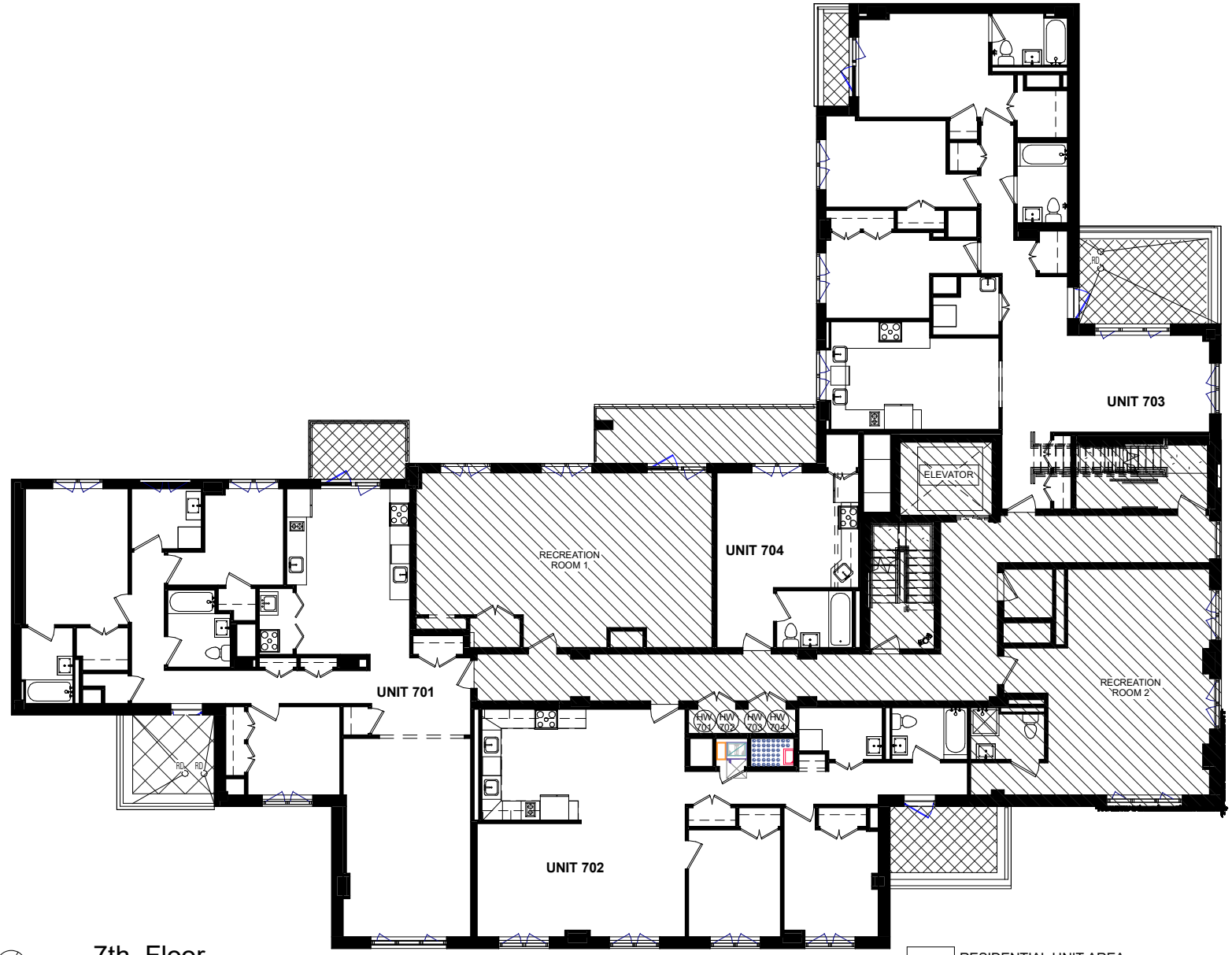
1/16" = 1'-0"

Scale: 1/16" = 1'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



7th Floor
1/16" = 1'-0"

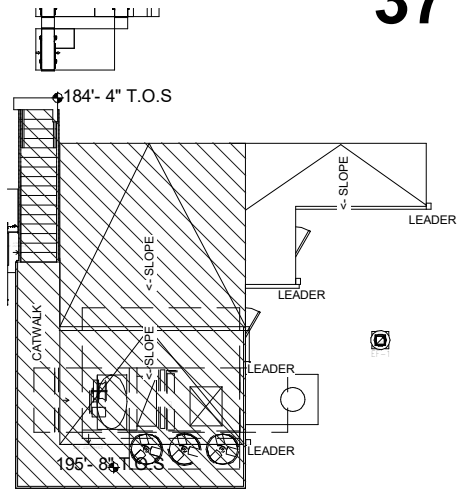
RESIDENTIAL UNIT AREA
COMMON AREA
LIMITED COMMON ELEMENTS

Scale: 1/16" = 1'-0"

Date: 08/13/2026

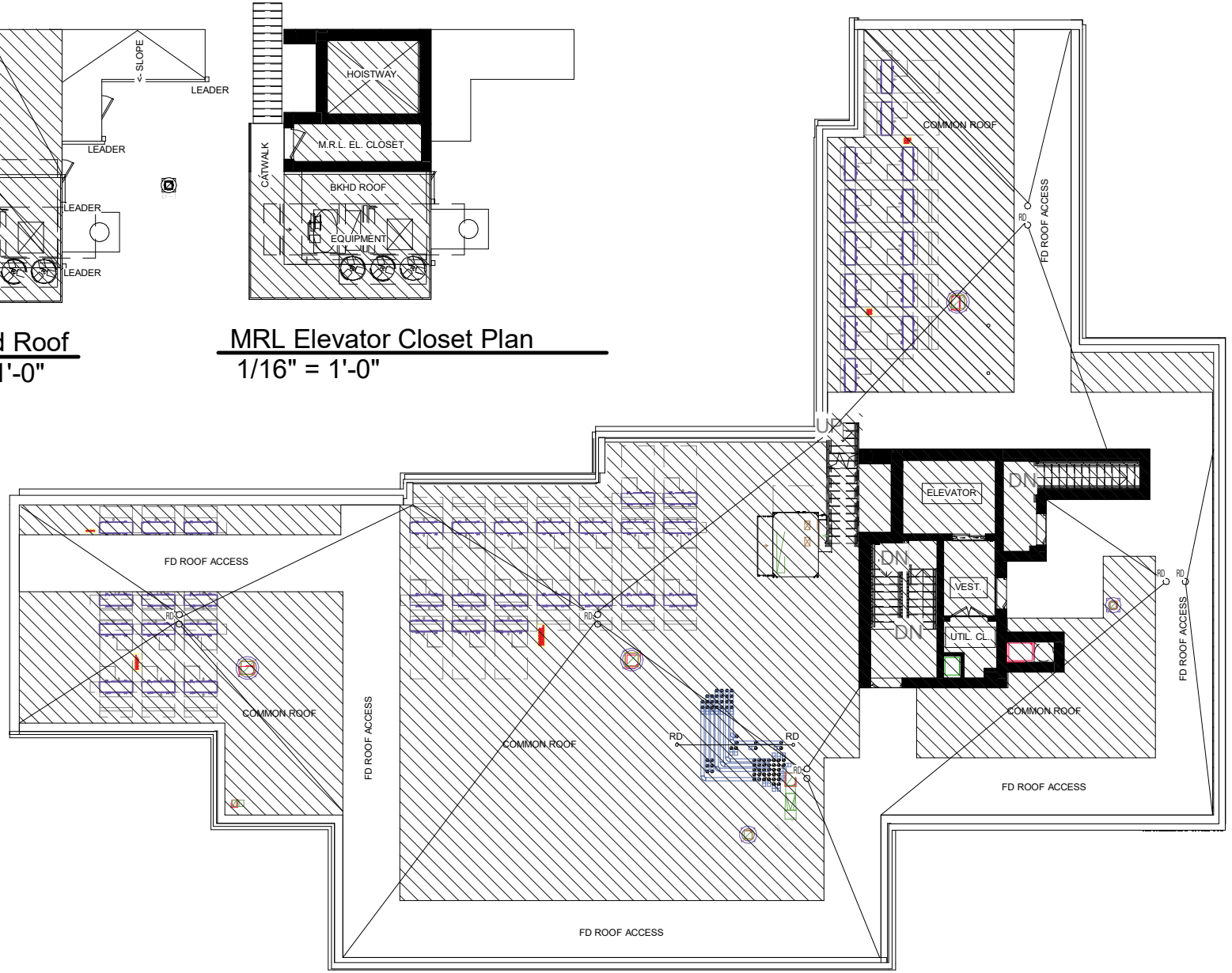
37 Walton Street Condominiums

Brooklyn NY, 11206



Bulkhead Roof
1/16" = 1'-0"

MRL Elevator Closet Plan
1/16" = 1'-0"



Main Roof Plan
1/16" = 1'-0"

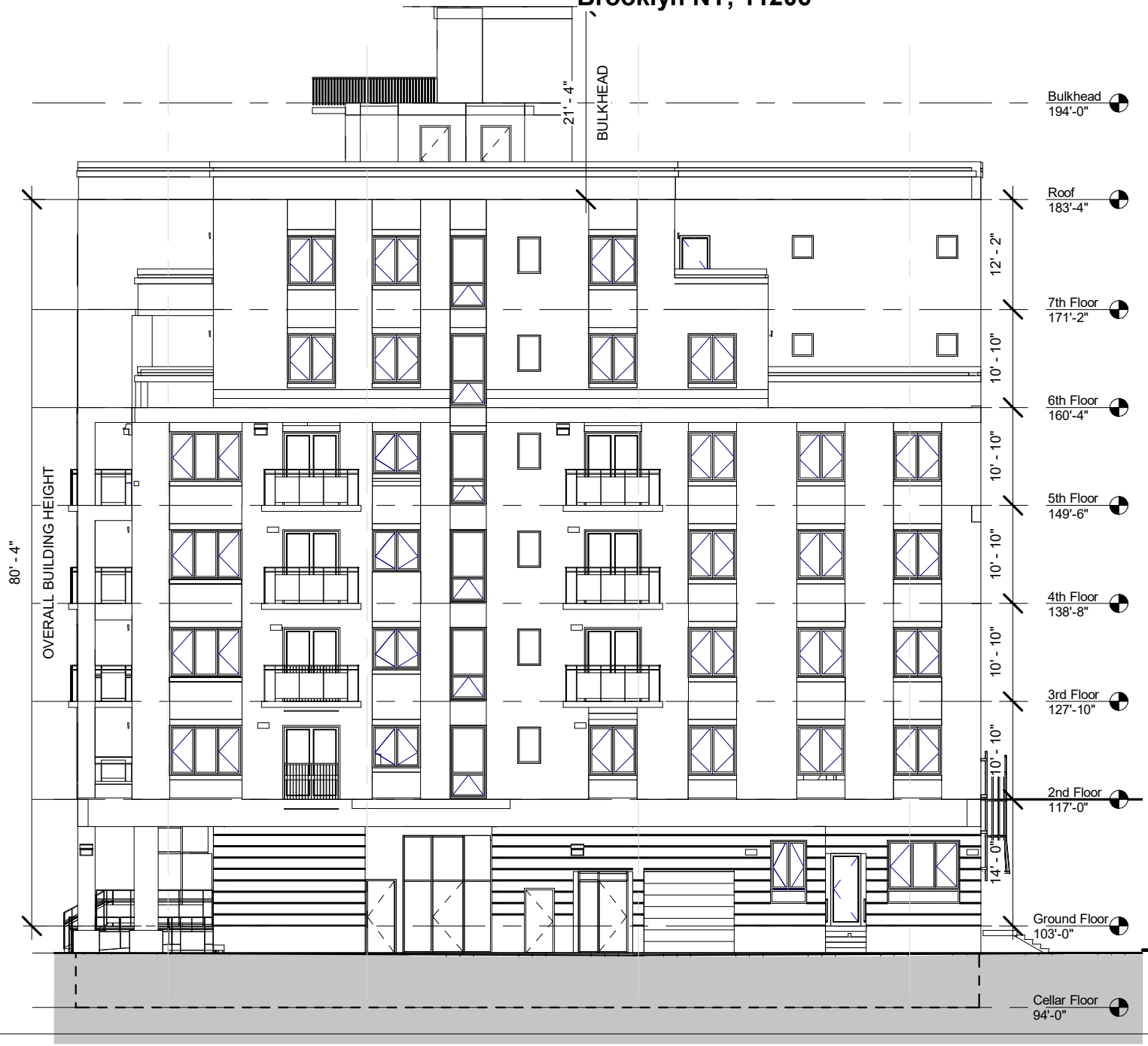
COMMON AREA = 492 SF
(enclosed space, excluding open roof area)

Scale: 1/16" = 1'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



South Elevation

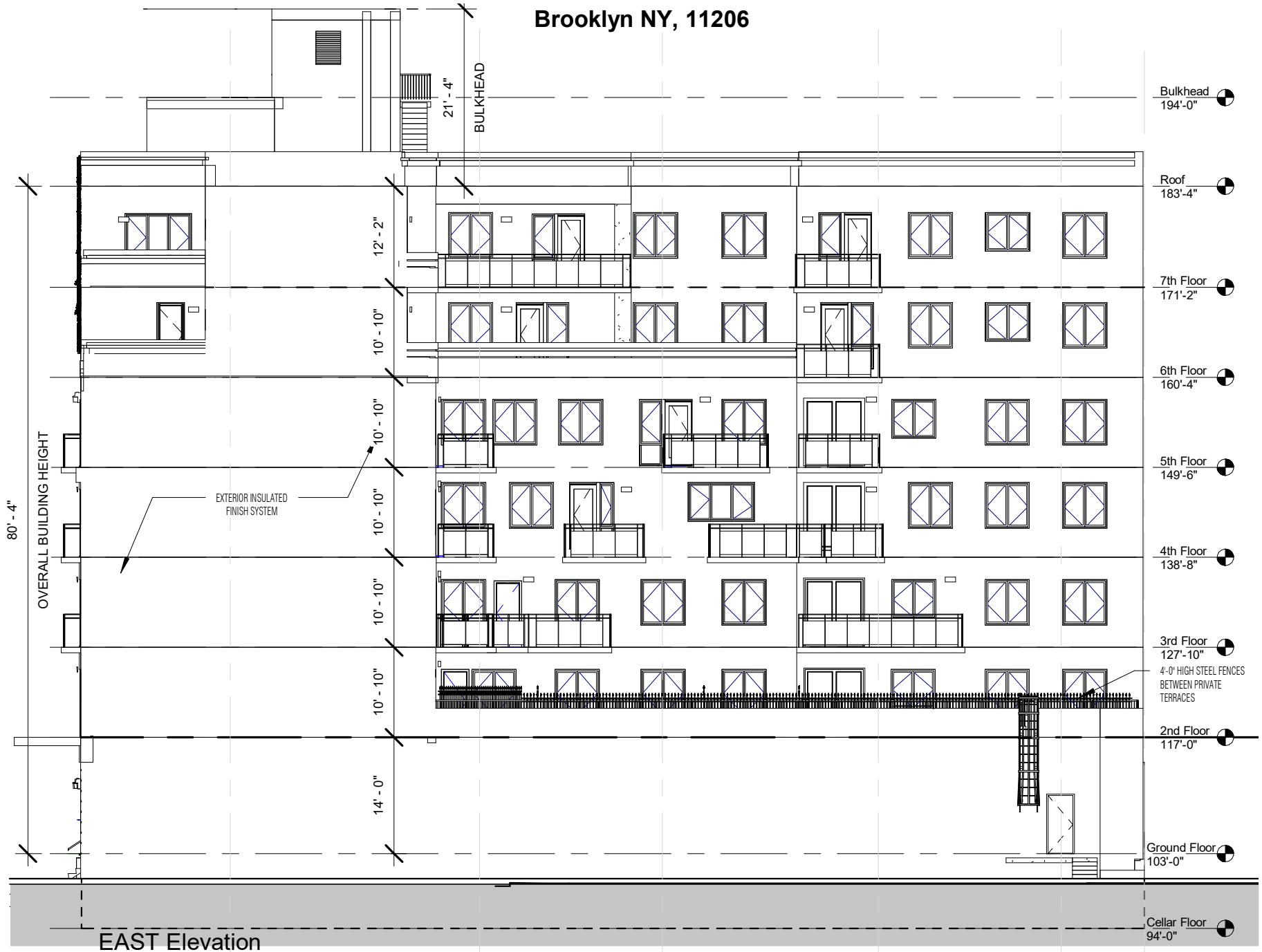
1/16" = 1'-0"

Scale: 1/16" = 1'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



EAST Elevation

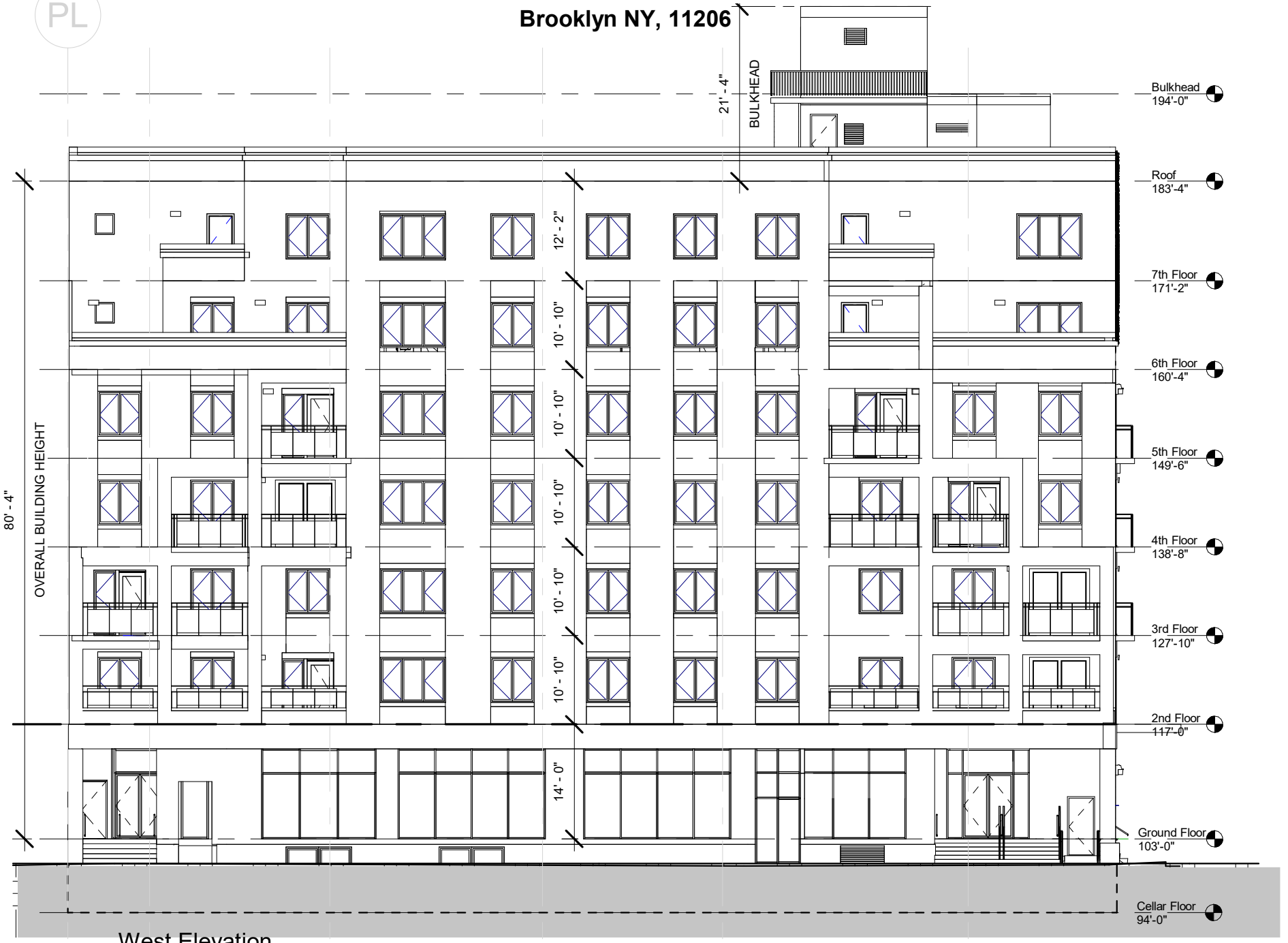
1/16" = 1'-0"

Scale: 1/16" = 1'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



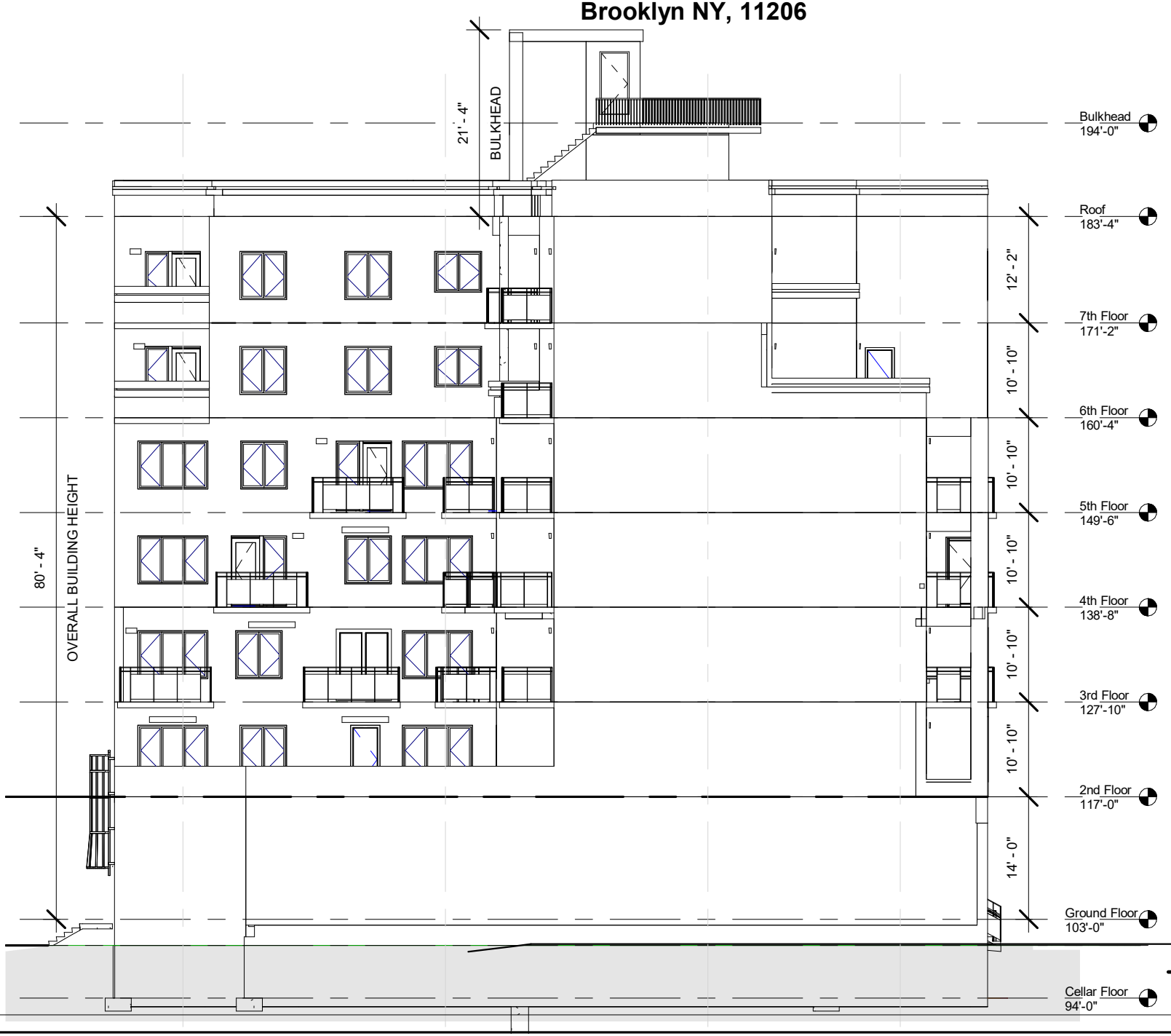
West Elevation
1/16" = 1'-0"

Scale: 1/16" = 1'-0"

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206



North Elevation

1/16" = 1'-0"

Scale: 1/16" = 1'-0"

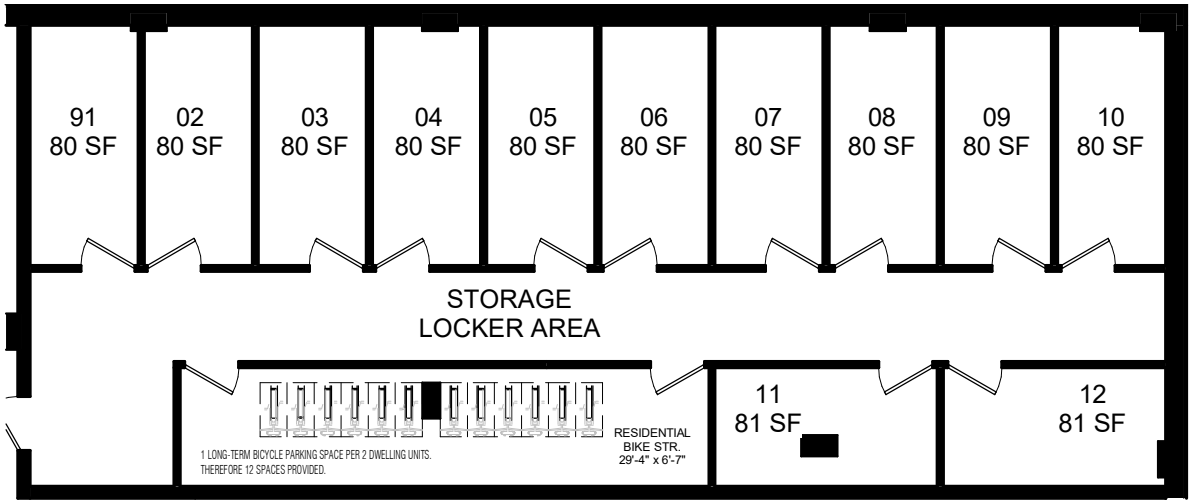
Date: 08/13/2026

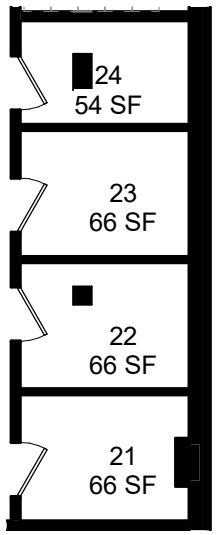
37 Walton Street Condominiums

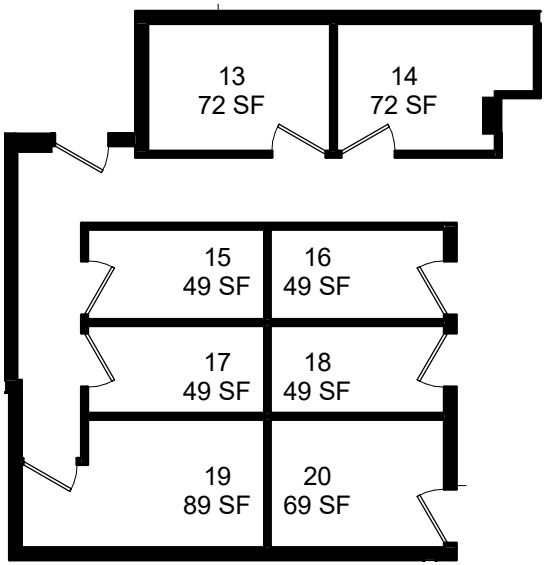
Brooklyn NY, 11206

STORAGE LOCKER AREA

Floor: Cellar



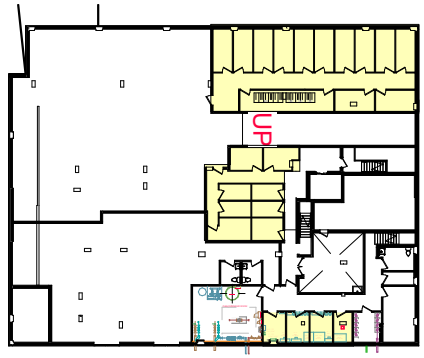




00-Cellar - Storage(24)

3/32" = 1'-0"

NOTE: ALL ACCESSORY STORAGE AREAS OFFERED 'BY LICENSE'



Scale: As indicated

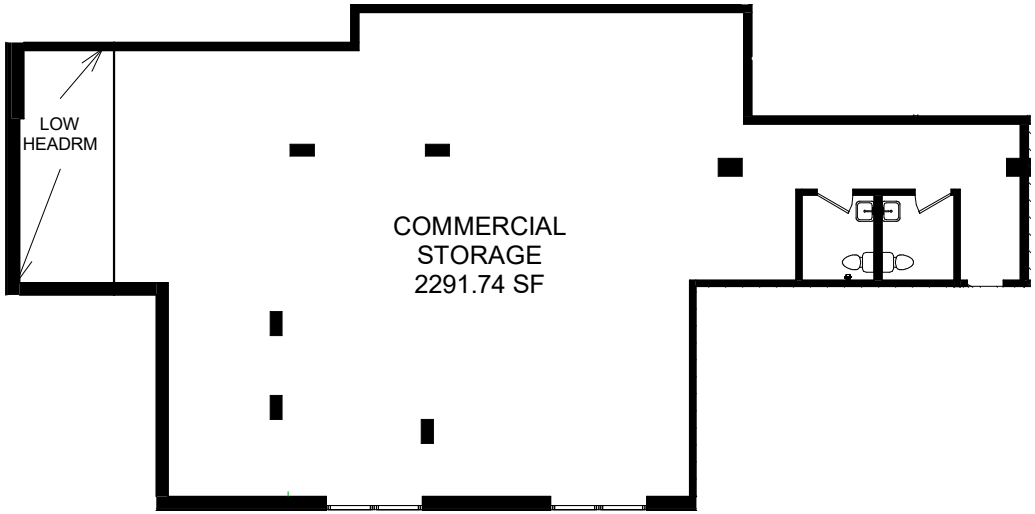
Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206

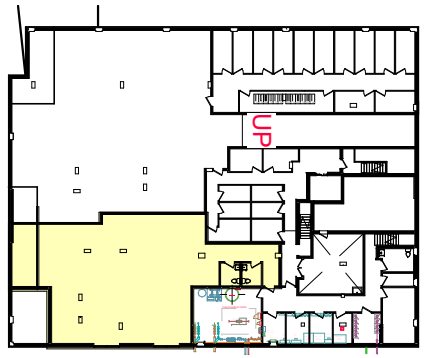
COMMERCIAL UNIT - LOWER LEVEL

Floor:	Area:
Cellar	2291.74 SF
Total:	2291.74 SF



Cellar - Lower Commercial Unit

1/16" = 1'-0"



Scale: As indicated

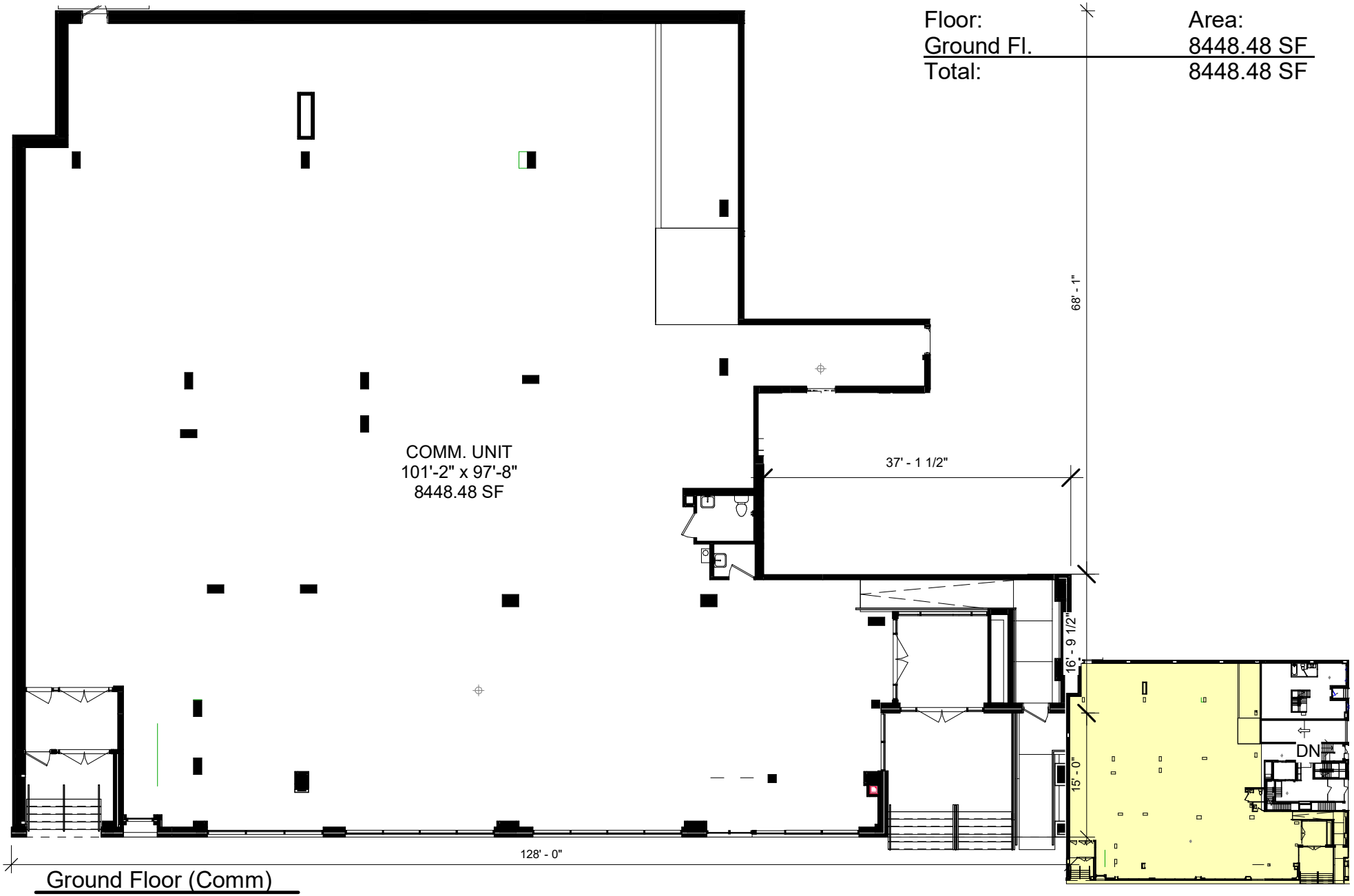
Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206

COMMERCIAL UNIT - UPPER LEVEL

Floor:	Area:
Ground Fl.	8448.48 SF
Total:	8448.48 SF



Ground Floor (Comm)
1/16" = 1'-0"

Scale: As indicated

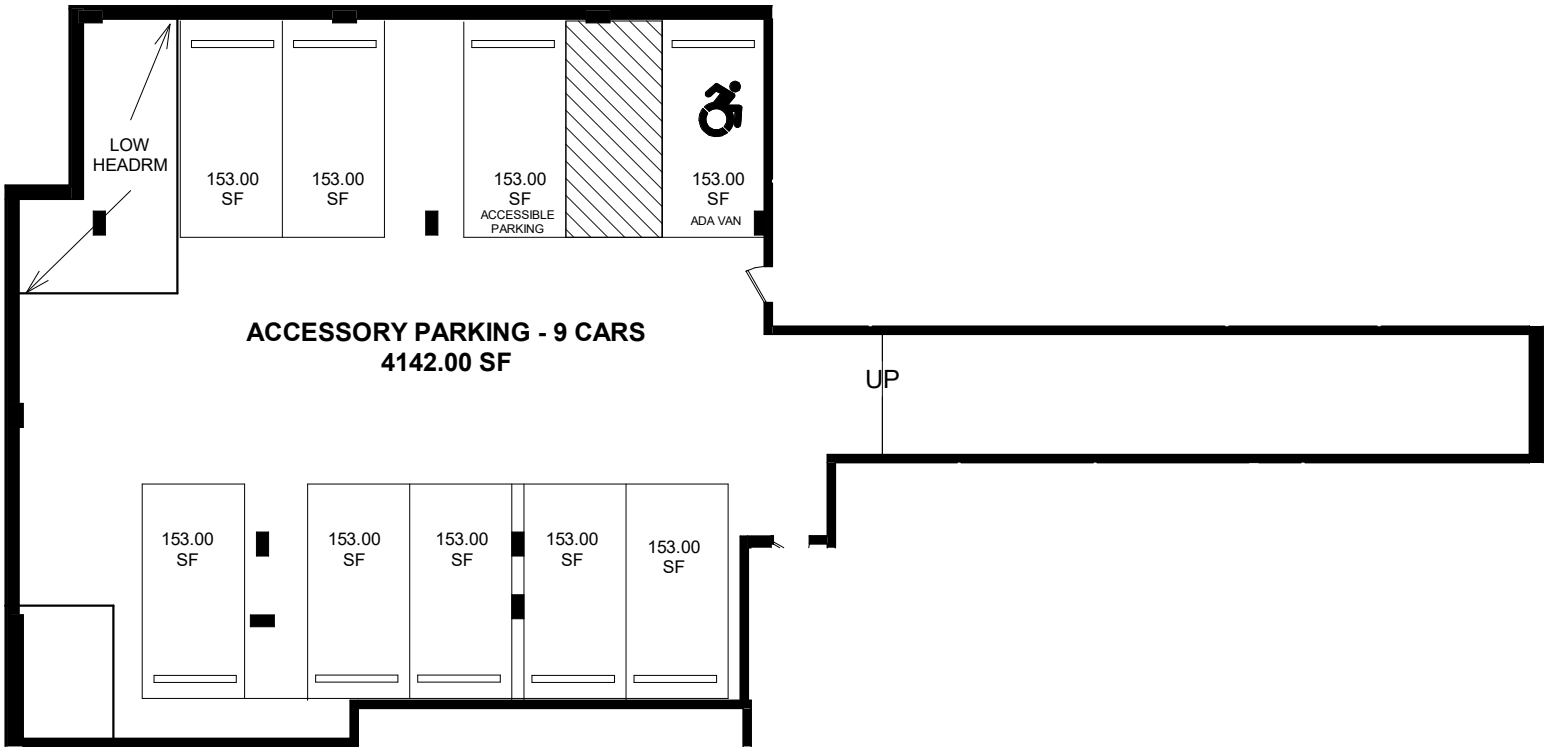
Date: 08/13/2026

37 Walton Street Condominiums

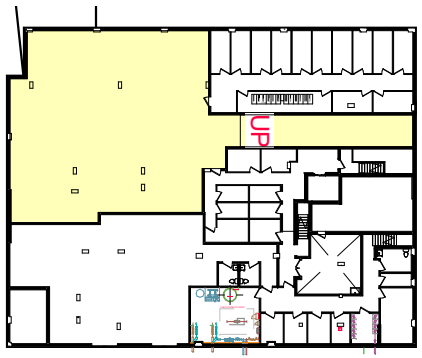
Brooklyn NY, 11206

Cellar Floor Parking

Floor:	Area:
Cellar	153 SF (EACH)



Cellar - Acc. Parking
1/16" = 1'-0"



Scale: As indicated

Date: 08/13/2026

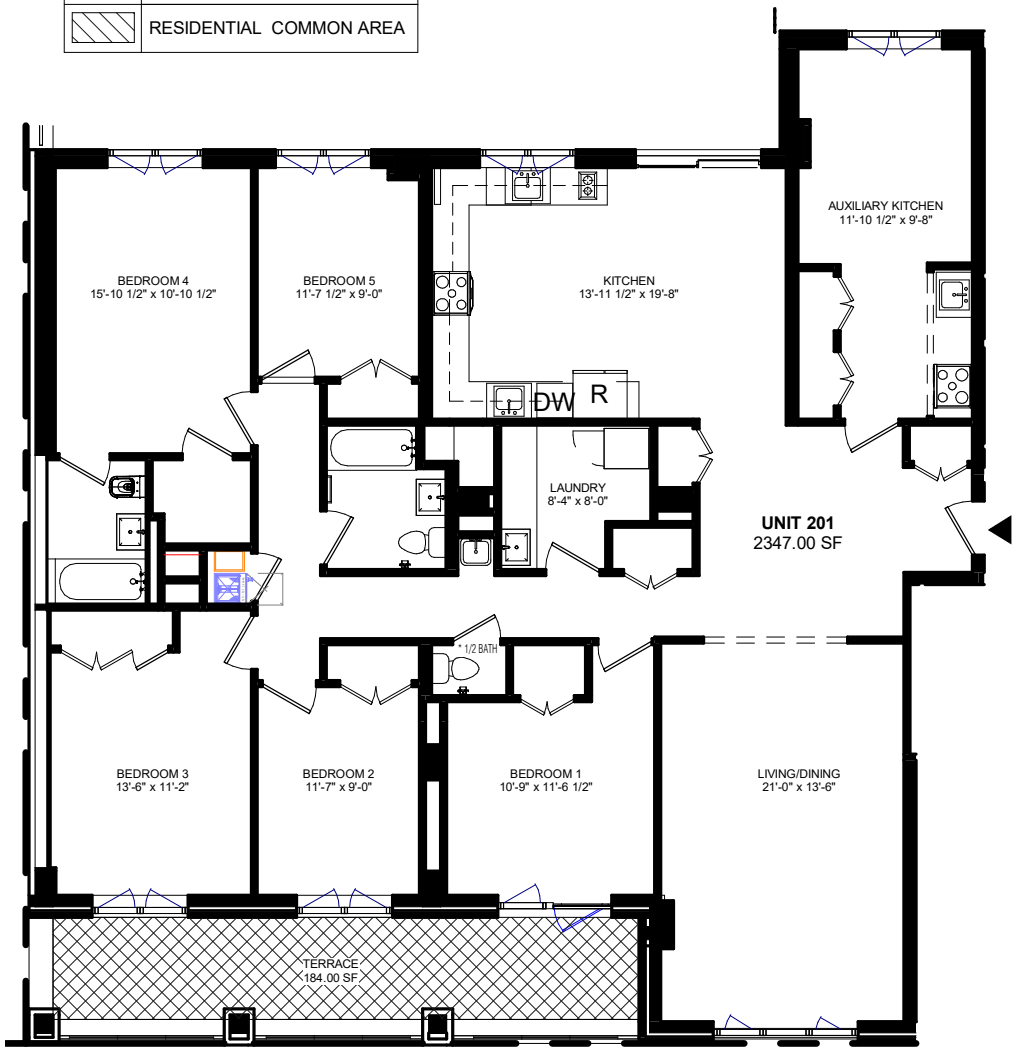
37 Walton Street Condominiums

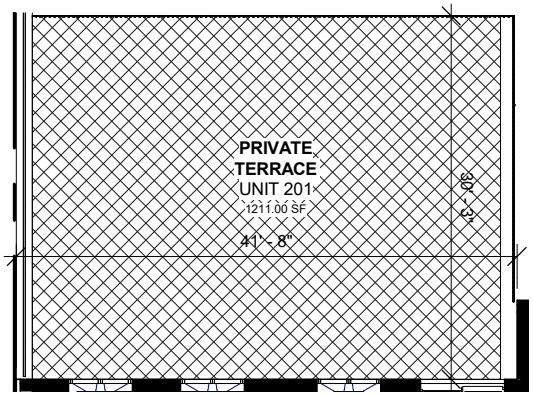
Brooklyn NY, 11206

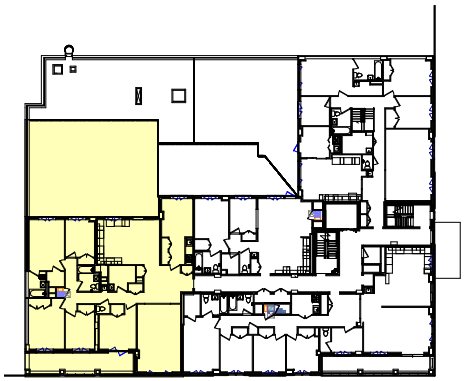
AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 201 (5 BED, 2.5 BATH)

Floor:	Area:
2nd Fl.	2347 SF
Terrace	1395 SF
Total:	3742 SF







2nd Floor Unit 201

3/32" = 1'-0"

- Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
- Appliances shown are for hookup locations only.
- Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

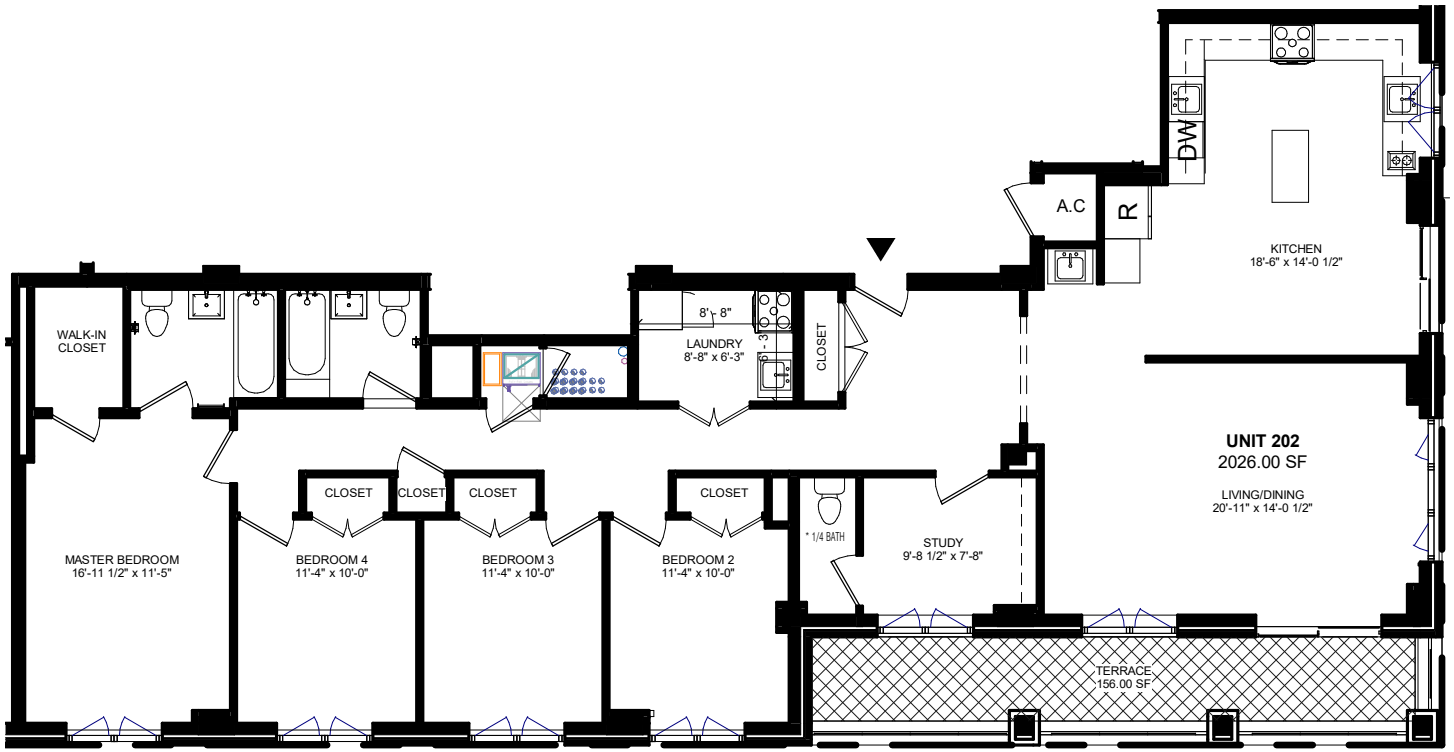
37 Walton Street Condominiums

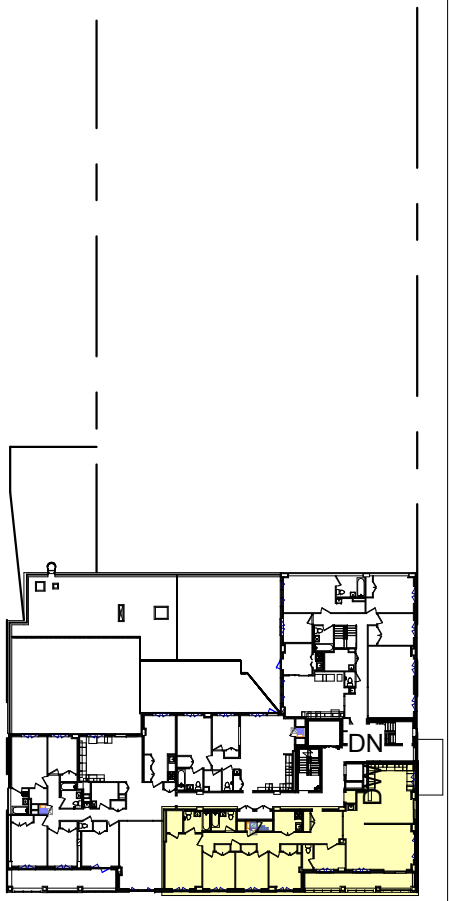
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 202 (4 BED, 2.25 BATH)

Floor:	Area:
2nd Fl.	2026 SF
Terrace	156 SF
Total:	2182 SF





2nd Floor Unit 202

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

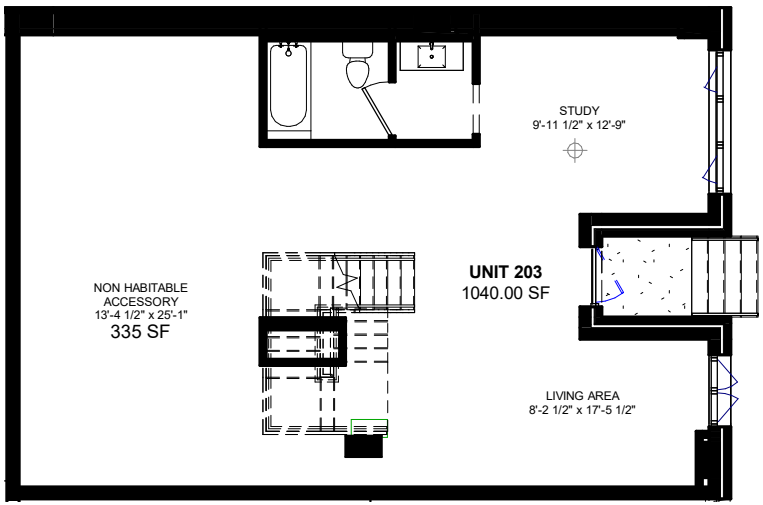
37 Walton Street Condominiums

Brooklyn NY, 11206

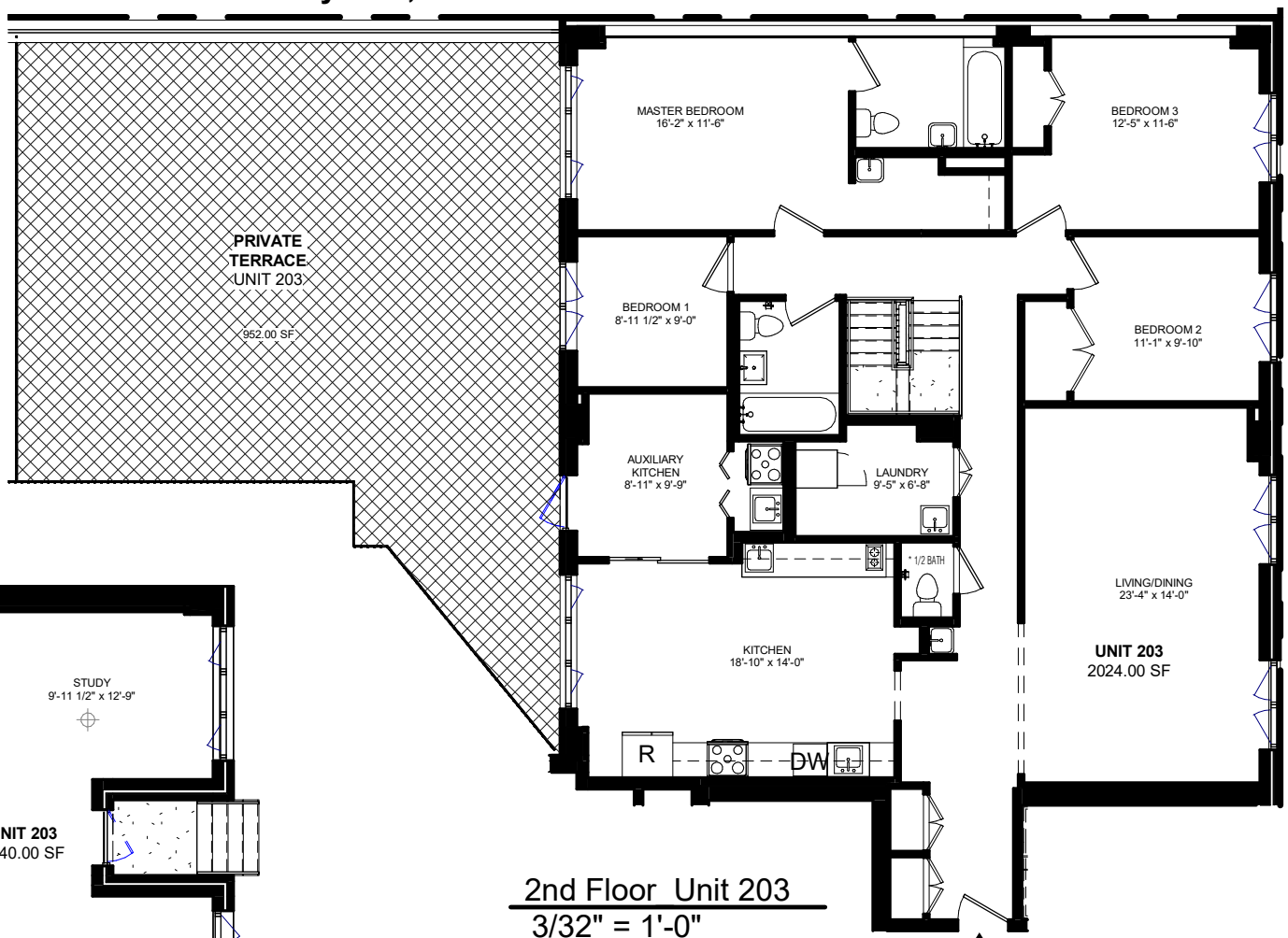
UNIT 203 (4 BED, 3.5 BATH)

Floor:	Area:
1st Fl.	1040 SF
2nd Fl.	2024 SF
Terrace	952 SF
Total:	4016 SF

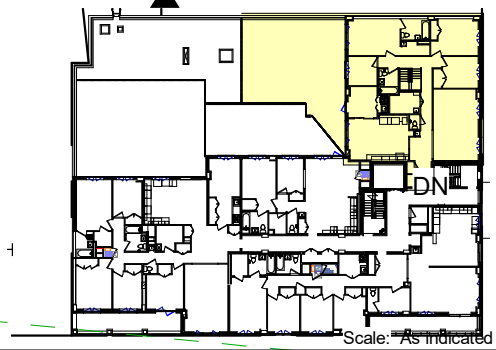
AREA LEGEND	
KEY	AREA
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA



01-Ground Floor Plan
3/32" = 1'-0"



2nd Floor Unit 203
3/32" = 1'-0"



Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

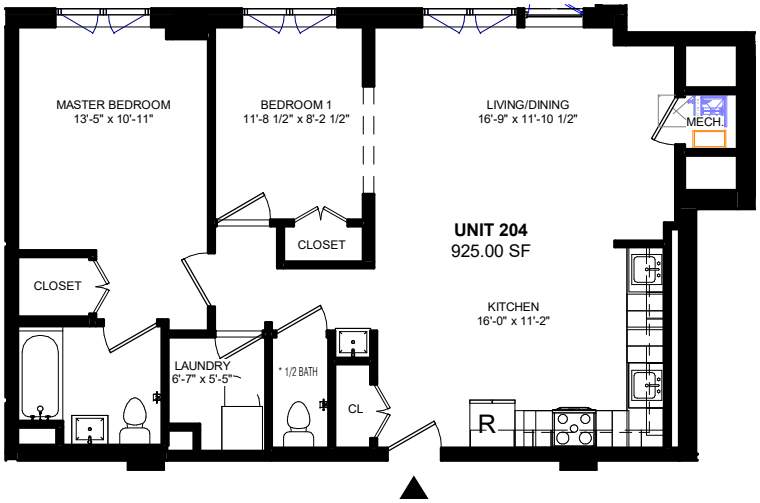
37 Walton Street Condominiums

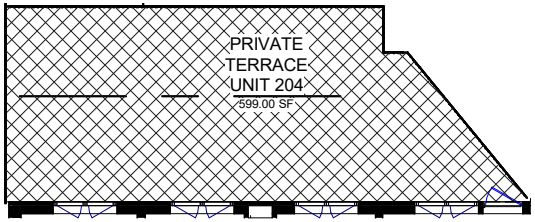
Brooklyn NY, 11206

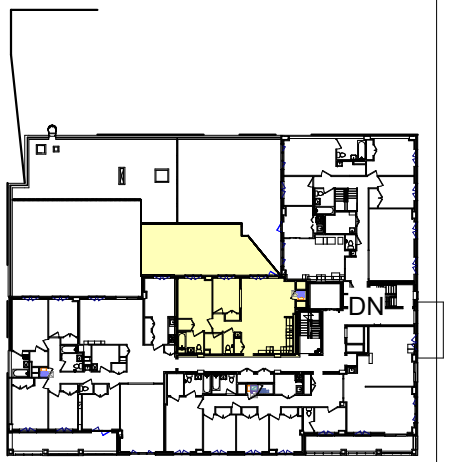
AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 204 (2 BED, 1.5 BATH)

Floor:	Area:
2nd Fl.	925 SF
Terrace	599 SF
Total:	1524 SF







2nd Floor Unit 204
3/32" = 1'-0"

- Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
- Appliances shown are for hookup locations only.
- Hookup locations provided with electrical, gas, water and drainage connections.

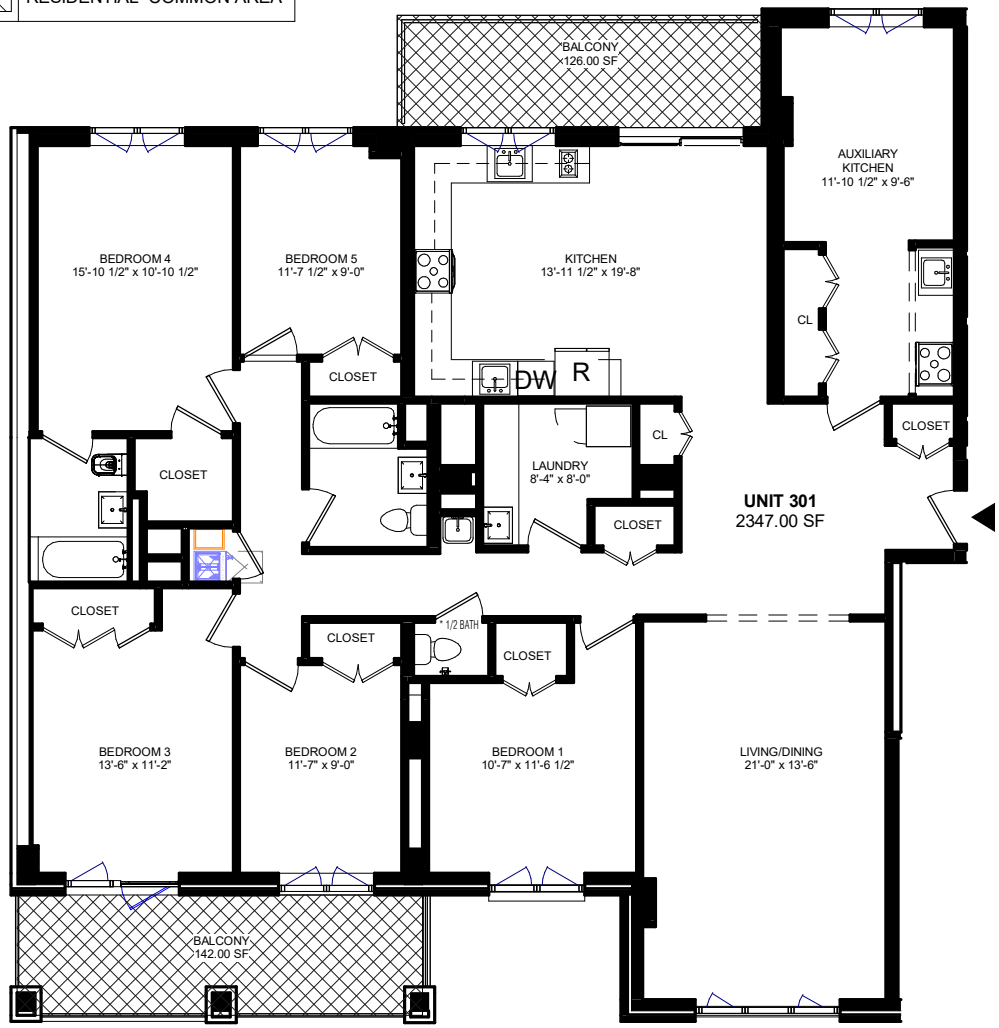
Scale: As indicated

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206

AREA LEGEND	
KEY	AREA
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA



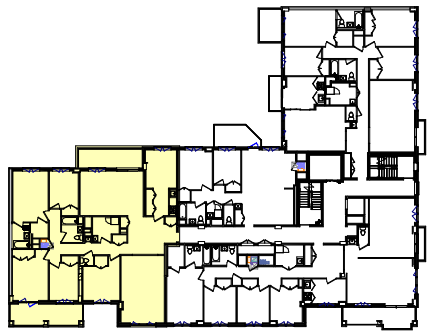
UNIT 301 (5 BED, 2.5 BATH)

Floor:	Area:
3rd Fl.	2347 SF
Balcony	126 SF
Balcony	142 SF
Total:	2615 SF

3rd Floor Unit 301

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.



Scale: As indicated

Date: 08/13/2026

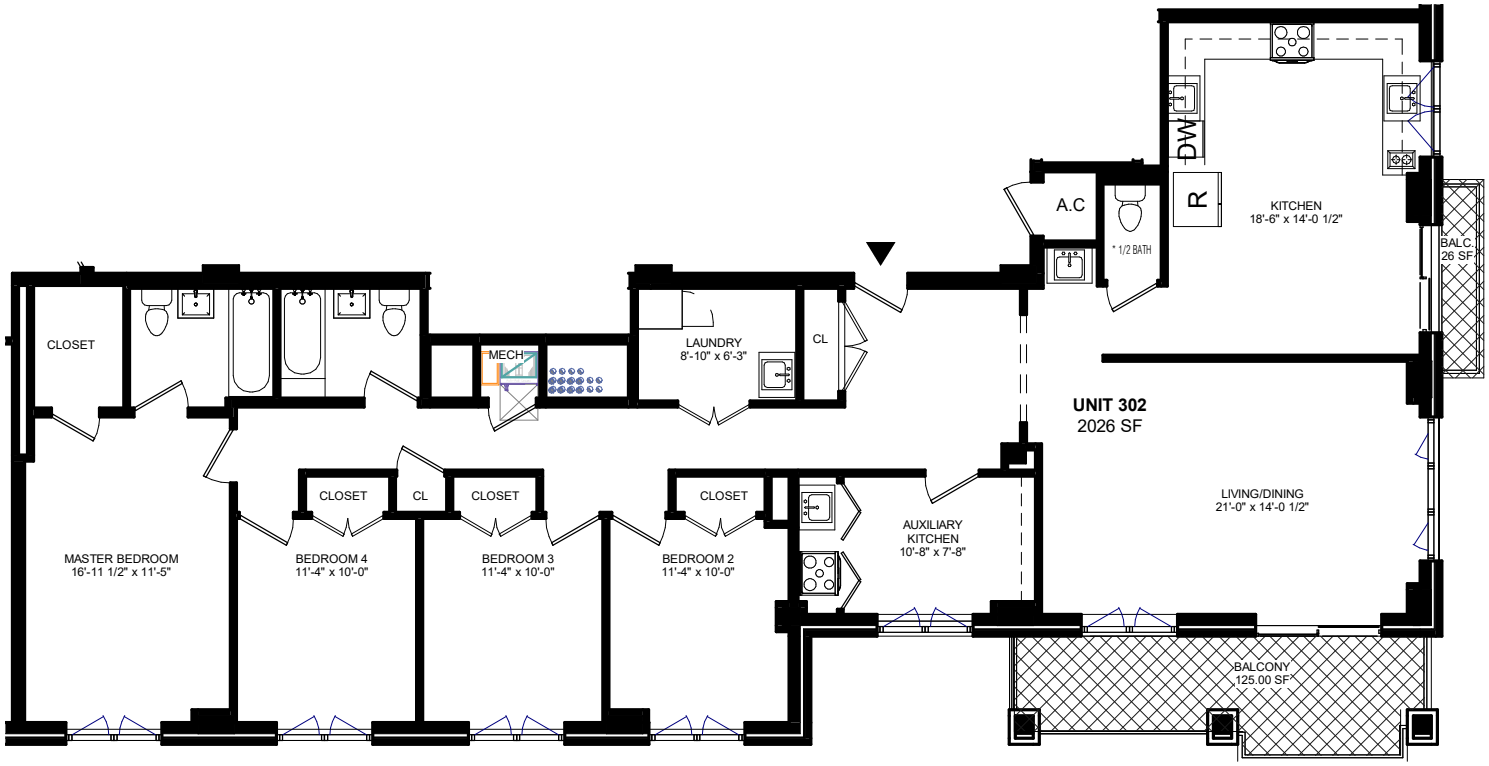
37 Walton Street Condominiums

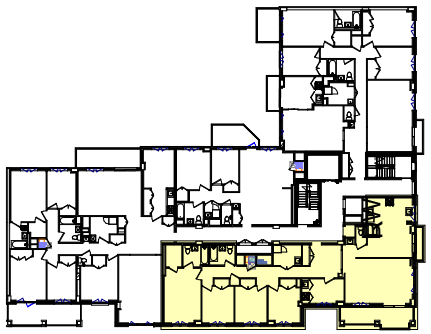
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 302 (4 BED, 2.5 BATH)

Floor:	Area:
3rd Fl.	2026 SF
Balcony	125 SF
Balcony	26 SF
Total:	2177 SF





3rd Floor Unit 302

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

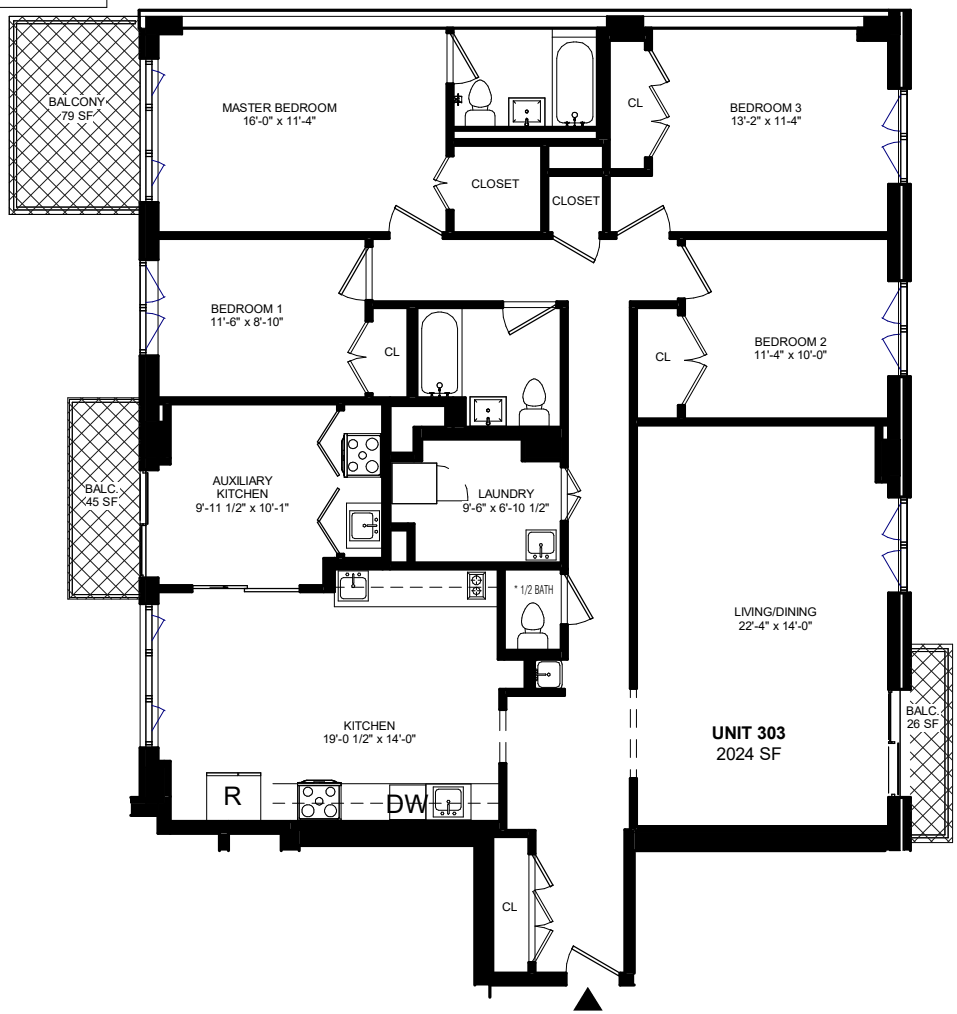
Scale: As indicated

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA



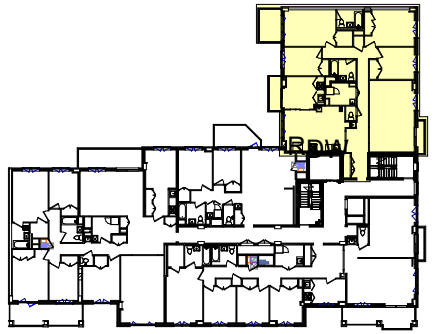
UNIT 303 (4 BED, 2.5 BATH)

Floor:	Area:
3rd Fl.	2024 SF
Balcony	150 SF
Total:	2174 SF

3rd Floor Unit 303

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.



Scale: As indicated

Date: 08/13/2026

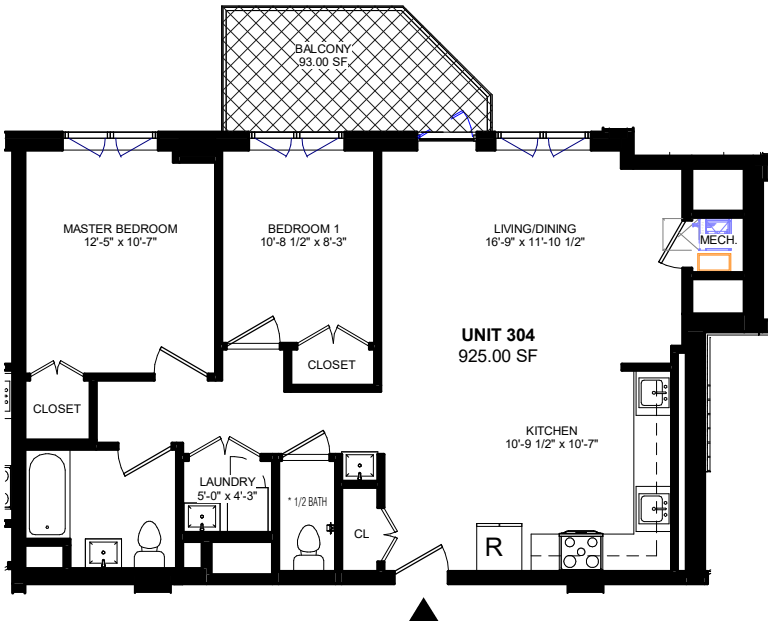
37 Walton Street Condominiums

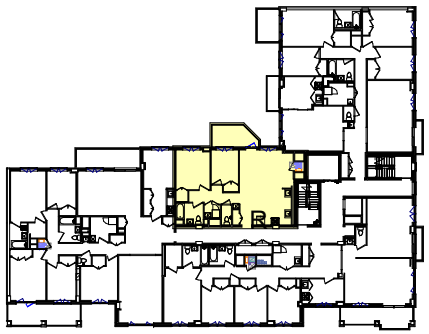
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 304 (2 BED, 1.5 BATH)

Floor:	Area:
3rd Fl.	925 SF
Balcony	93 SF
Total	1018 SF





3rd Floor Unit 304

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206

AREA LEGEND	
KEY	AREA
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA



UNIT 401 (5 BED, 2.5 BATH)

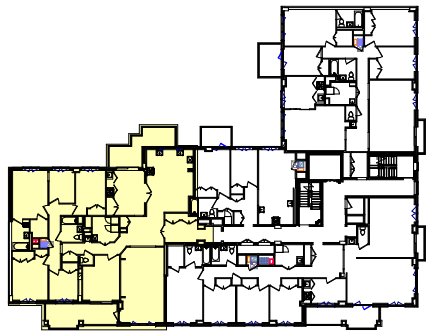
Floor:	Area:
4th Fl.	2534 SF
Balcony	288 SF
Total:	2822 SF

N

4th Floor Unit 401

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.



Scale: As indicated

Date: 08/13/2026

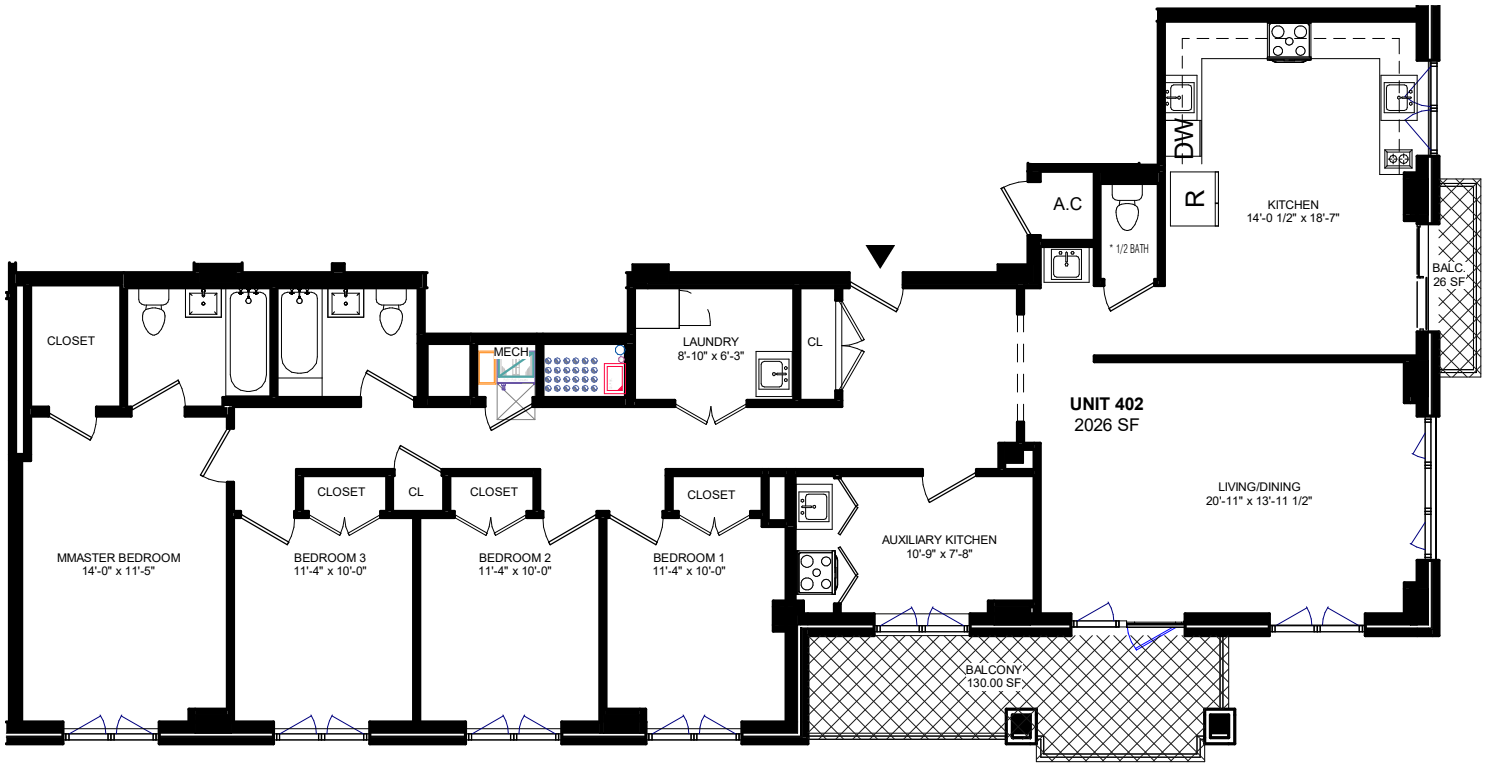
37 Walton Street Condominiums

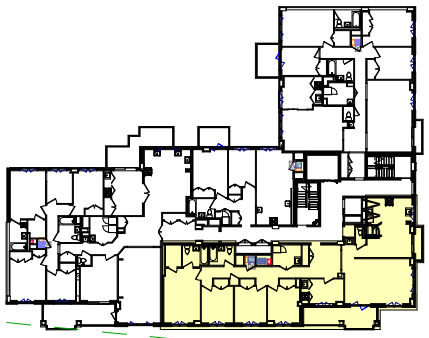
Brooklyn NY, 11206

AREA LEGEND	
KEY	AREA
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 402 (4 BED, 2.5 BATH)

Floor:	Area:
4th Fl.	2026 SF
Balcony	156 SF
Total:	2182 SF





4th Floor Unit 402

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

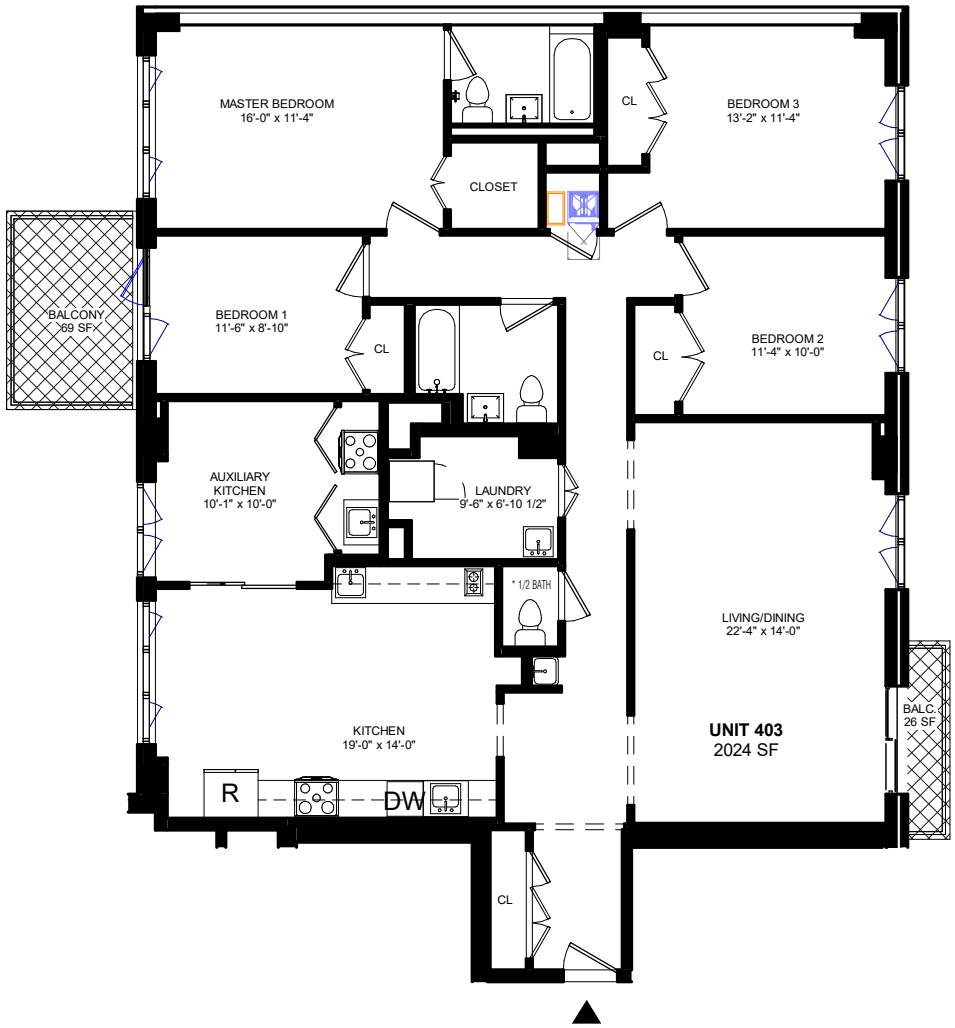
37 Walton Street Condominiums

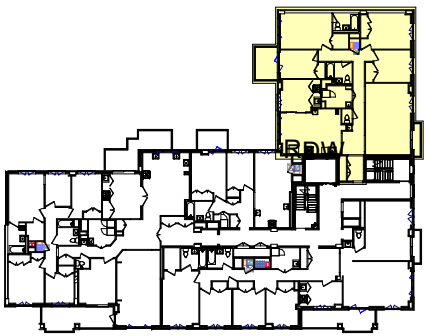
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 403 (4 BED, 2.5 BATH)

Floor:	Area:
4th Fl.	2024 SF
Balcony	95 SF
Total:	2119 SF





Scale: As indicated

4th Floor Unit 403

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Date: 08/13/2026

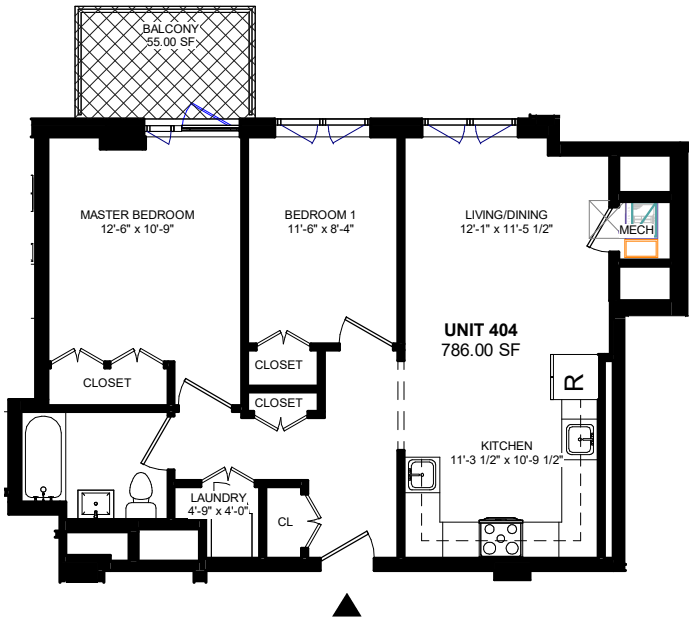
37 Walton Street Condominiums

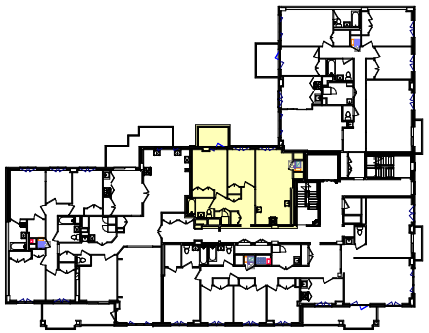
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 404 (2 BED, 1 BATHROOM)

Floor:	Area:
4th Fl.	786 SF
Balcony	55 SF
Total:	841 SF





4th Floor Unit 404

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

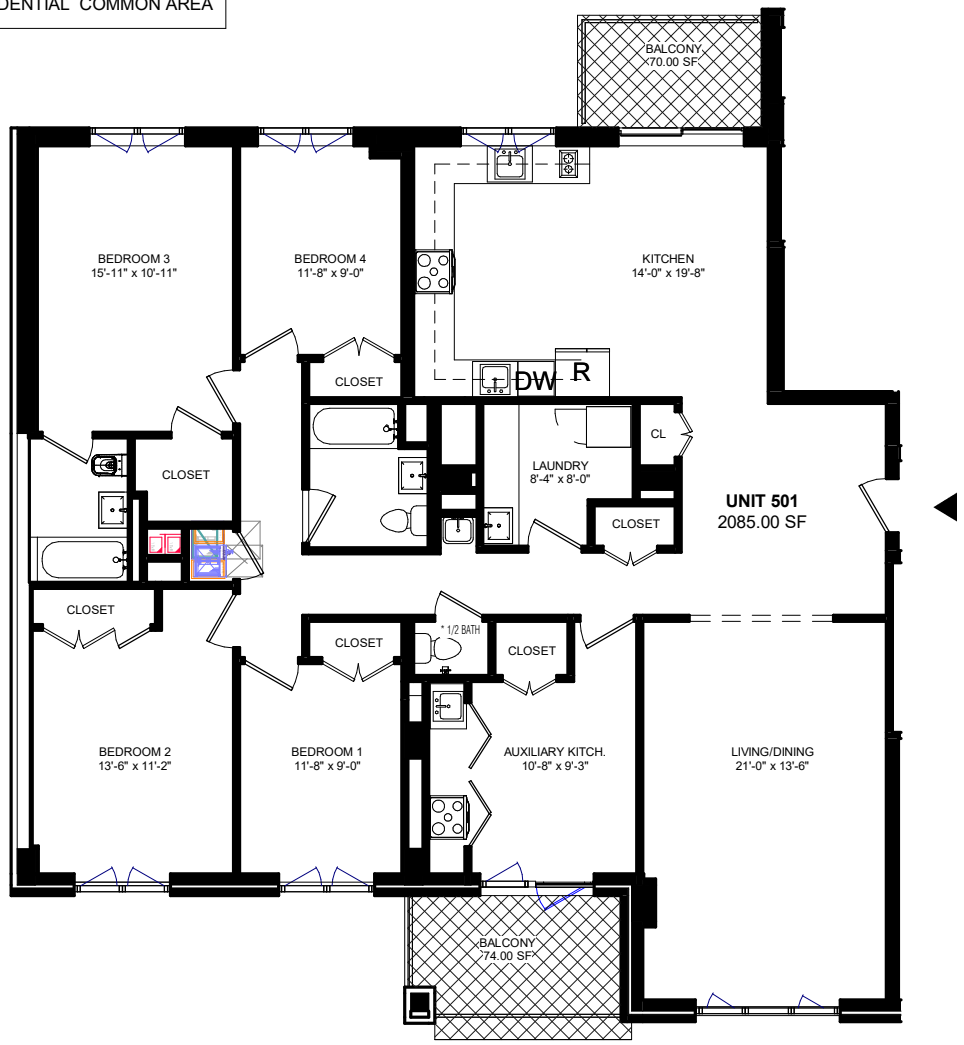
37 Walton Street Condominiums

Brooklyn NY, 11206

AREA LEGEND	
KEY	AREA
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

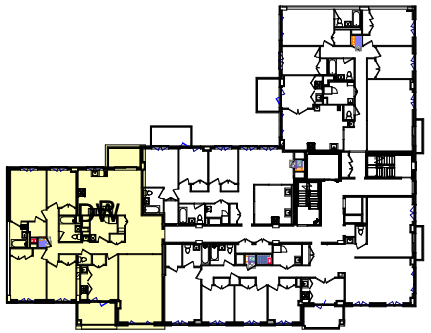
UNIT 501 (4 BED, 2.5 BATH)

Floor:	Area:
5th Fl.	2085 SF
Balcony	144 SF
Total:	2229 SF



5th Floor Unit 501
3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.



Scale: As indicated

Date: 08/13/2026

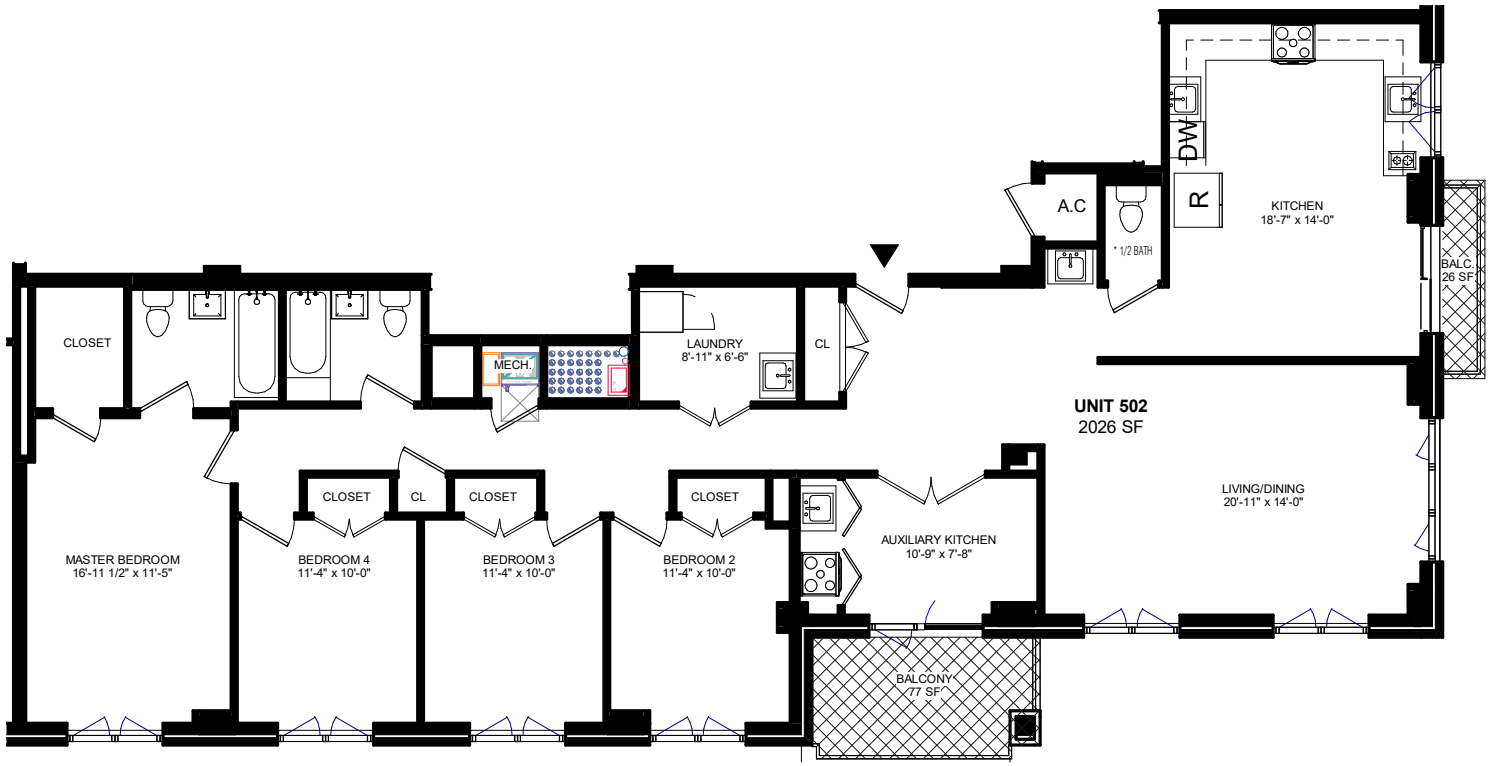
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AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 502 (4 BED, 2.5 BATH)

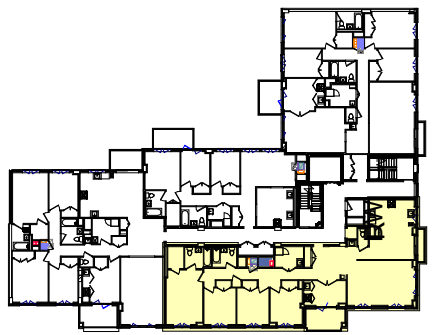
Floor	Area
5th Fl.	2026 SF
Balcony	103 SF
Total	2129 SF



5th Floor Unit 502

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.



Scale: As indicated

Date: 08/13/2026

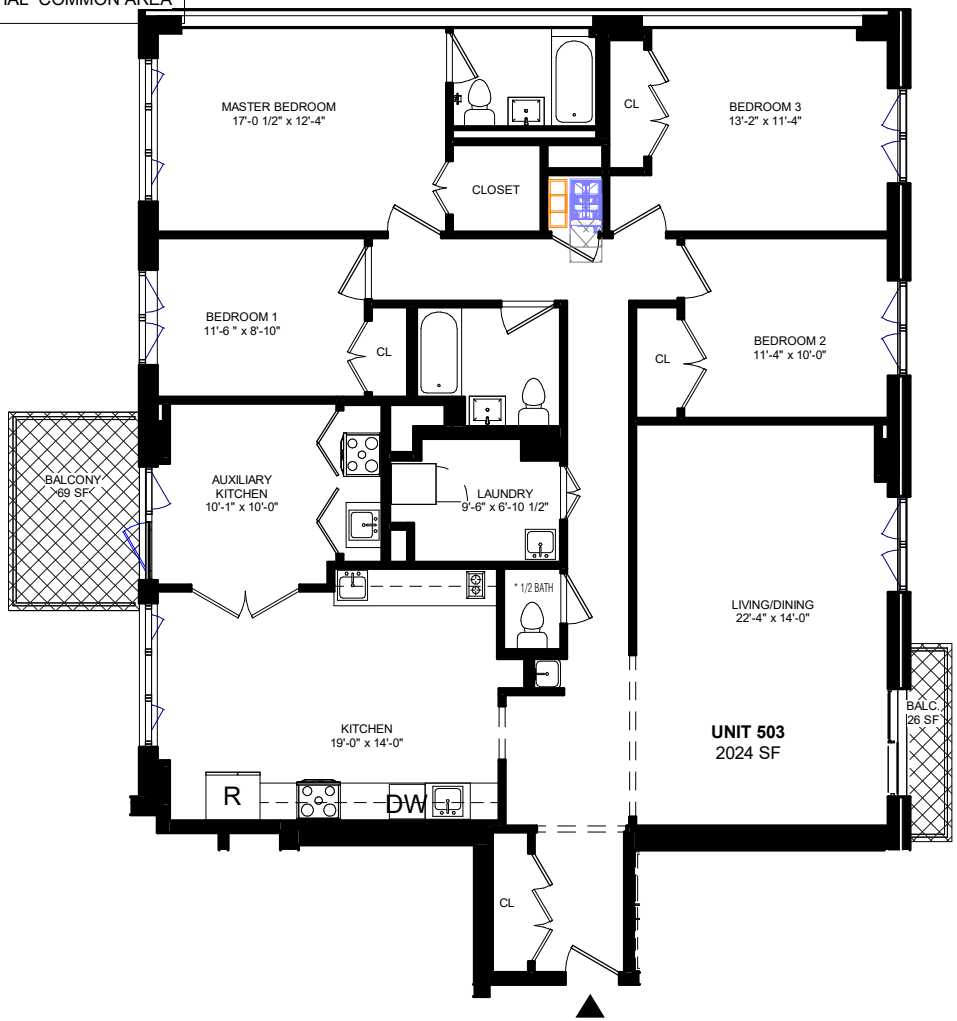
37 Walton Street Condominiums

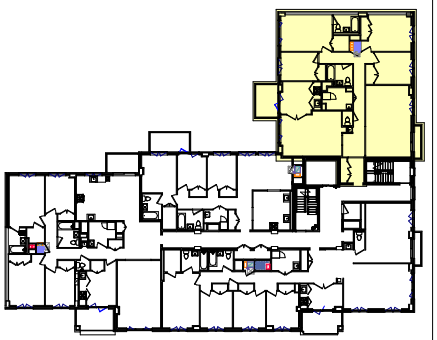
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 503 (4 BED, 2.5 BATH)

Floor:	Area:
5th Fl.	2024 SF
Balcony	95 SF
Total:	2119 SF





Scale: As indicated

5th Floor Unit 503

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Date: 08/13/2026

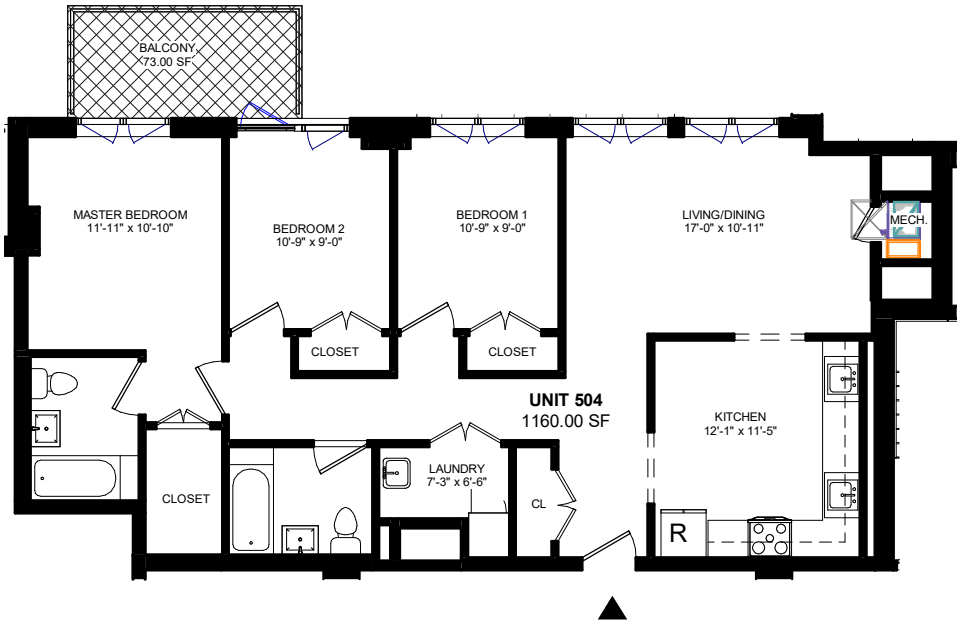
37 Walton Street Condominiums

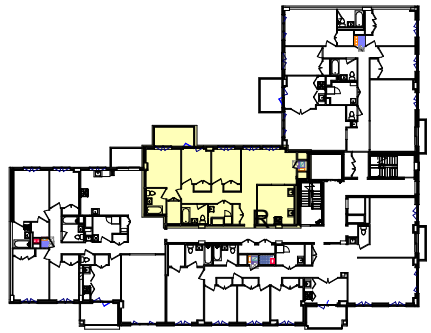
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 504 (3 BED, 2 BATHROOM)

Floor:	Area:
5th Fl.	1160 SF
Balcony	73 SF
Total:	1233 SF





5th Floor Unit 504

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

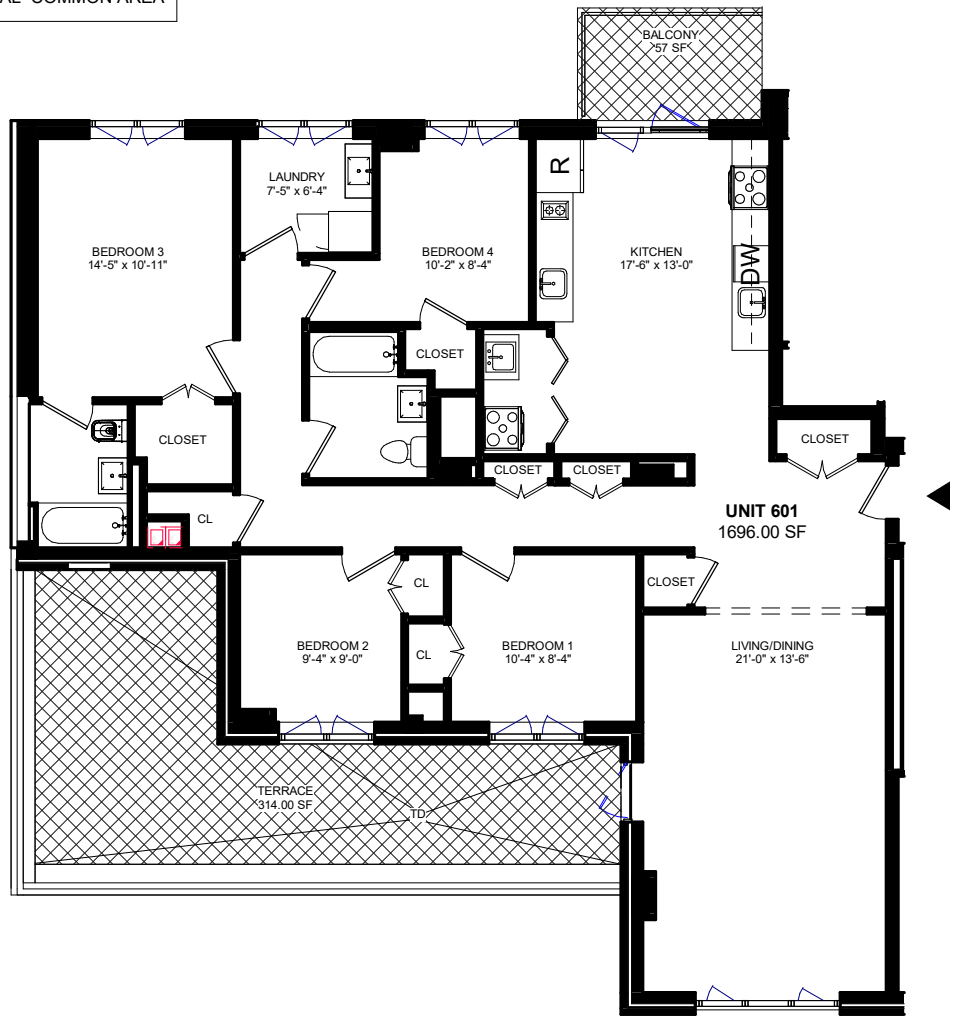
37 Walton Street Condominiums

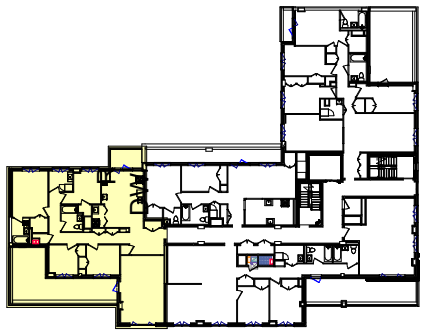
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 601 (4 BED, 2 BATHROOM)

Floor:	Area:
6th Fl.	1696 SF
Balcony	57 SF
Terrace	314 SF
Total:	2067 SF





6th Floor Unit 601

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

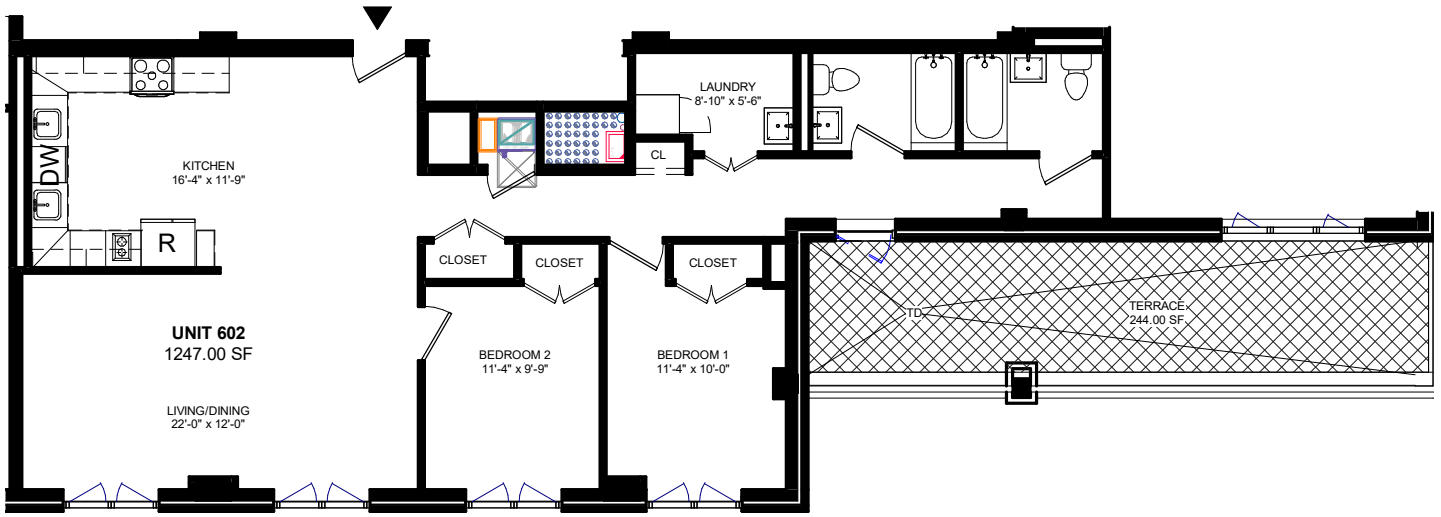
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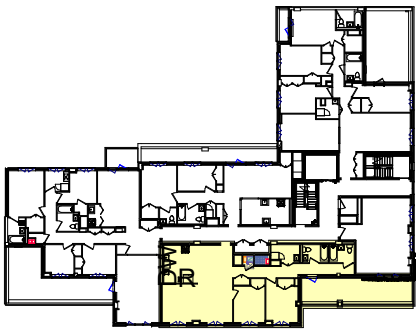
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 602 (2 BED, 2 BATHROOM)

Floor:	Area:
6th Fl.	1247 SF
Terrace	244 SF
Total:	1491 SF





6th Floor Unit 602
3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

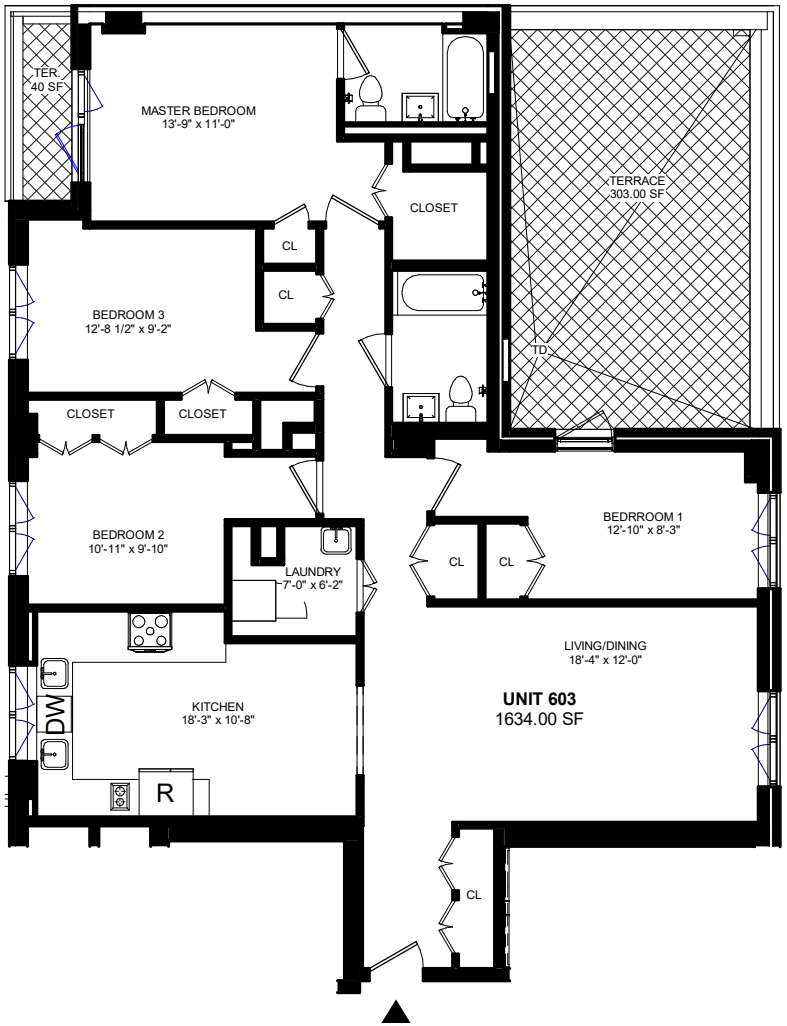
37 Walton Street Condominiums

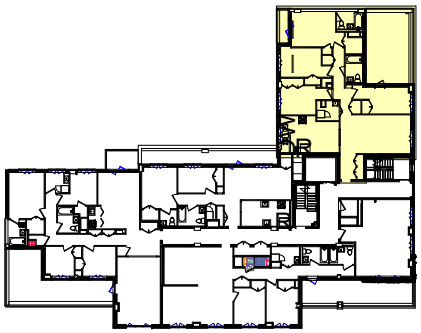
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 603 (4 BED, 2 BATHROOM)

Floor:	Area:
6th Fl.	1634 SF
Terrace	343 SF
Total:	1977 SF





6th Floor Unit 603

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

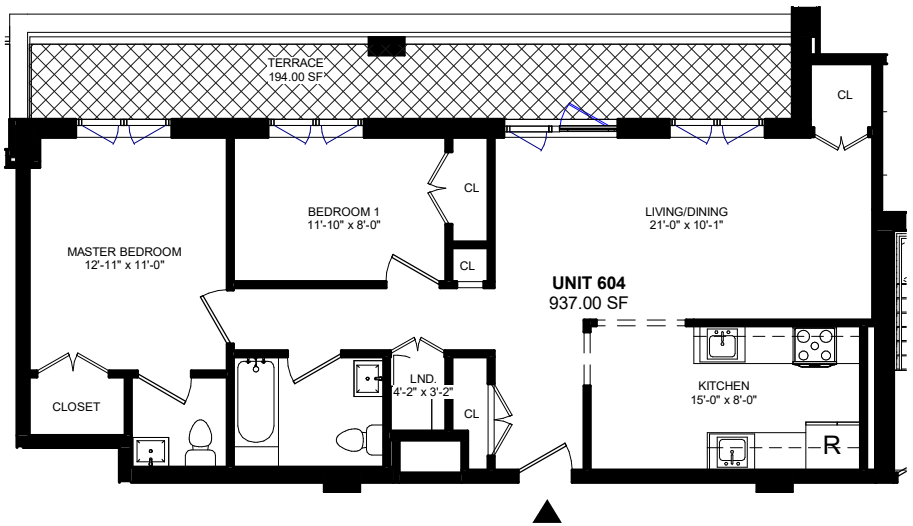
37 Walton Street Condominiums

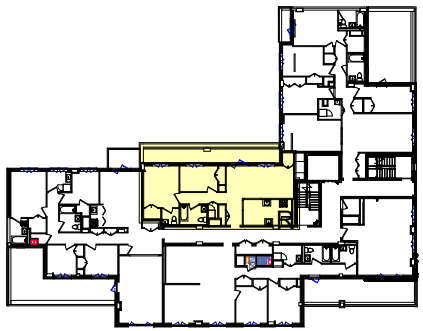
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 604 (2 BED, 1.5 BATH)

Floor:	Area:
6th Fl.	937 SF
Terrace	194 SF
Total:	1131 SF





6th Floor Unit 604

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

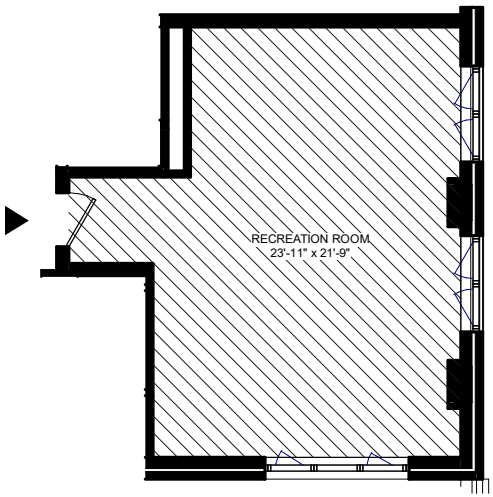
37 Walton Street Condominiums

Brooklyn NY, 11206

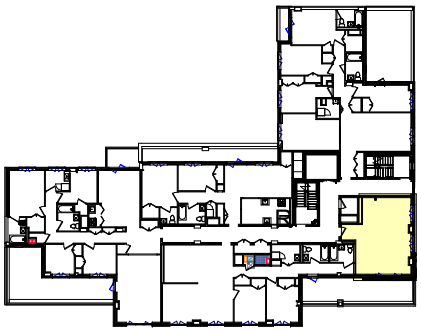
AREA LEGEND	
KEY	AREA
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

6TH FLOOR RECREATION ROOM

Floor	Area
6th Fl.	477.00 SF
Total	477.00 SF



6th Floor REC
3/32" = 1'-0"



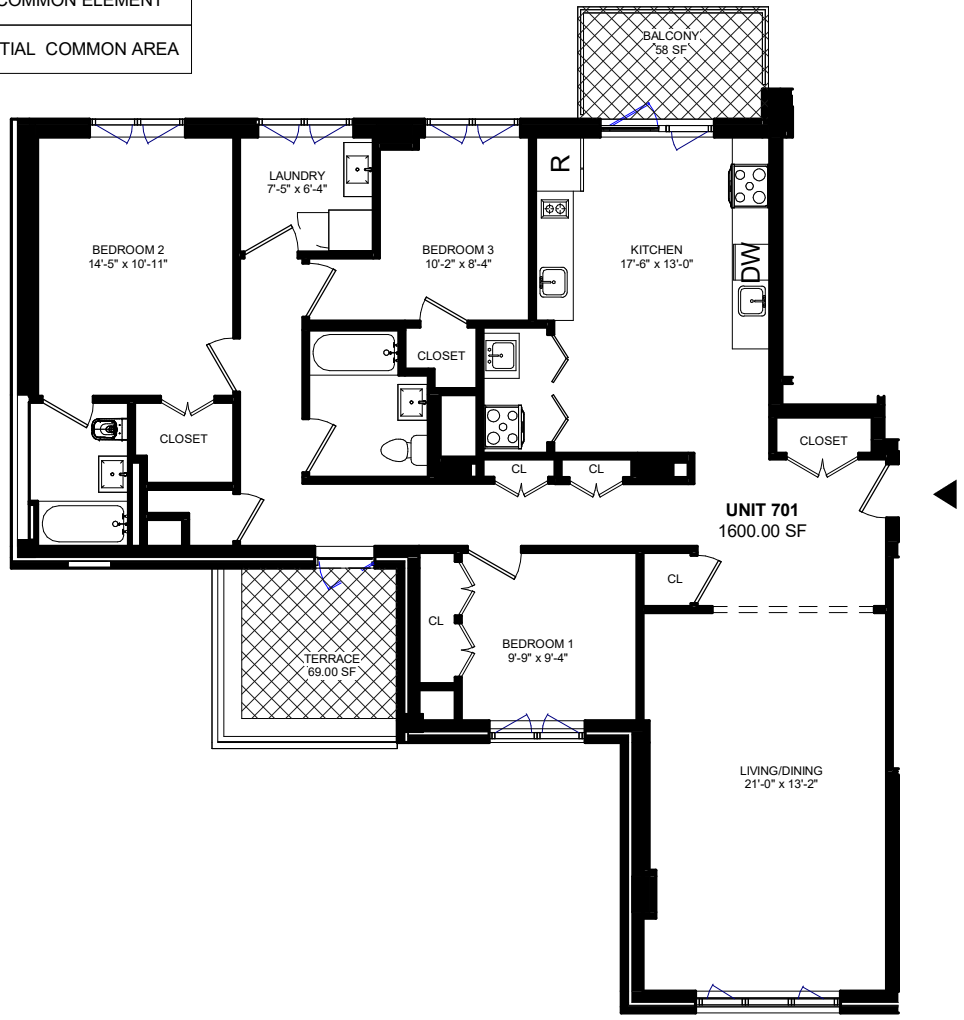
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Date: 08/13/2026

37 Walton Street Condominiums

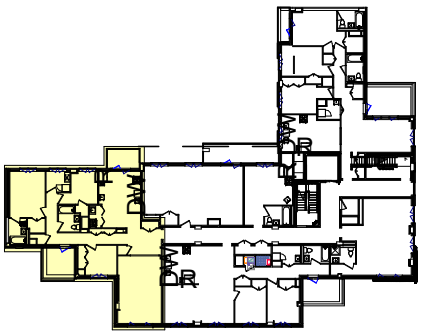
Brooklyn NY, 11206

AREA LEGEND	
KEY	AREA
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA



UNIT 701 (3 BED, 2 BATHROOM)

Floor:	Area:
7th Fl.	1600 SF
Balcony	*58 SF*
Terrace	69 SF
Total	1727 SF



7th Floor Unit 701
3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

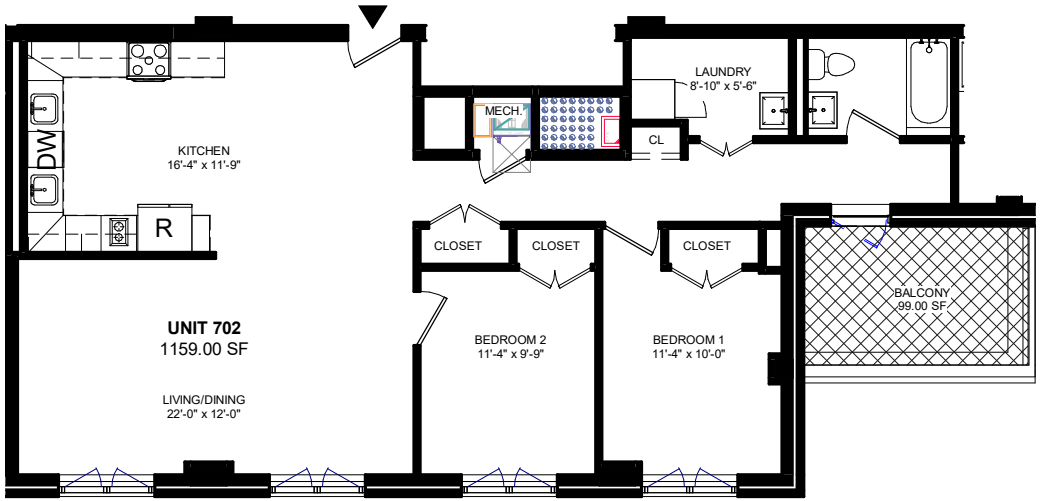
37 Walton Street Condominiums

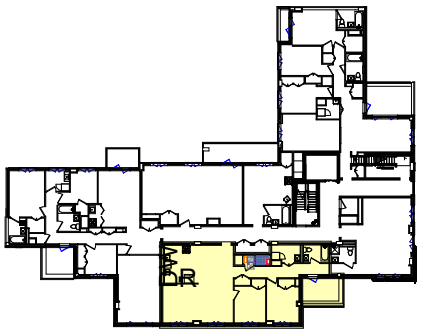
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 702 (2 BED, 1 BATHROOM)

Floor:	Area:
7th Fl.	1159 SF
Balcony	99 SF
Total	1258 SF





7th Floor Unit 702
3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

Date: 08/13/2026

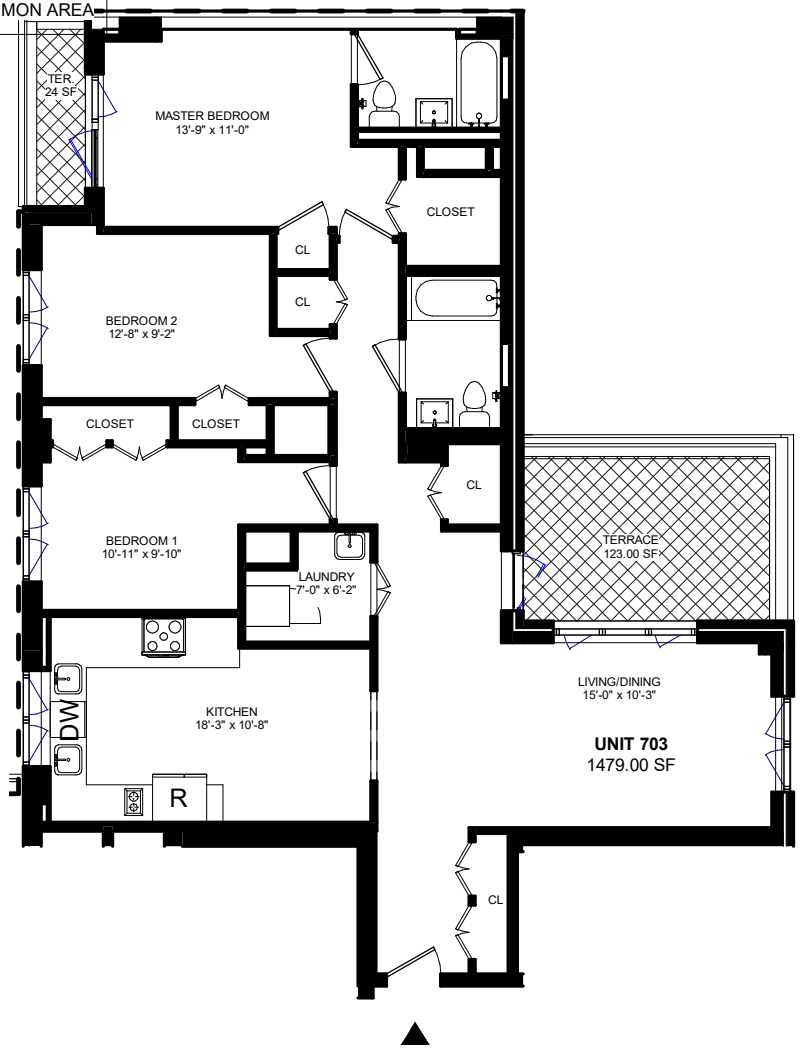
37 Walton Street Condominiums

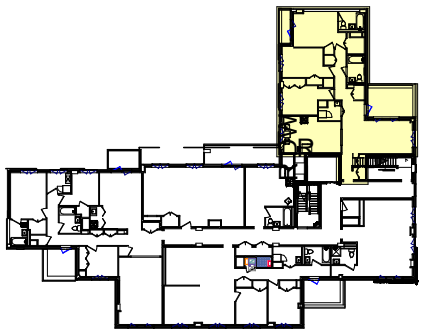
Brooklyn NY, 11206

AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

UNIT 703 (3 BED, 2 BATH)

Floor{	Area:
7th Fl.	1479 SF
Terrace	147 SF
Total:	1626 SF





7th Floor Unit 703

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.

Scale: As indicated

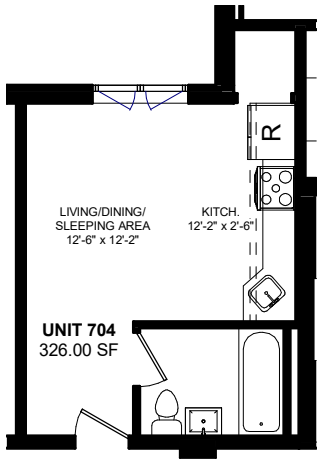
Date: 08/13/2026

37 Walton Street Condominiums

Brooklyn NY, 11206

UNIT 704 (STUDIO UNIT, 1 BATH)

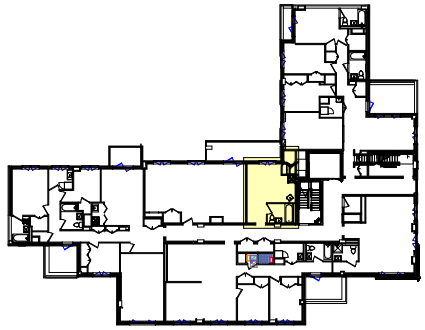
Floor:	Area:
7th Fl.	326 SF
Total:	326 SF



7th Floor Unit 704

3/32" = 1'-0"

Appliances at kitchens, auxiliary kitchens and laundry closets are not included.
Appliances shown are for hookup locations only.
Hookup locations provided with electrical, gas, water and drainage connections.



Scale: As indicated

Date: 08/13/2026

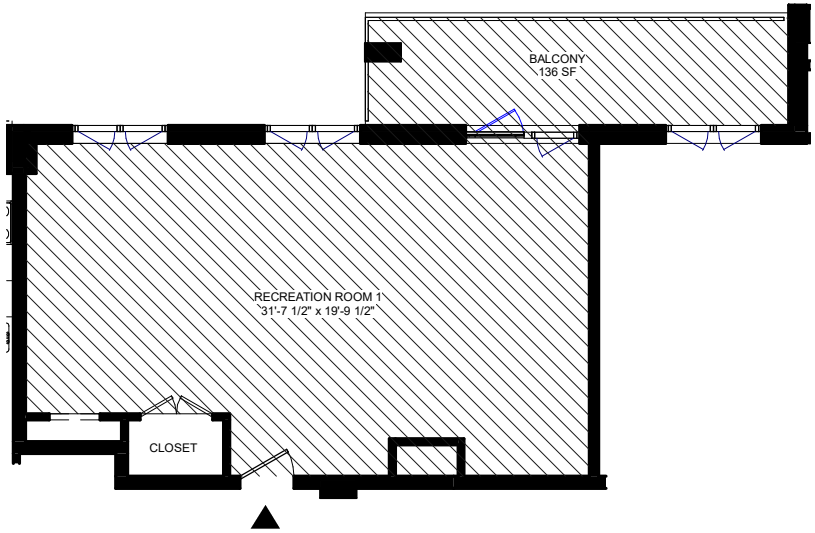
37 Walton Street Condominiums

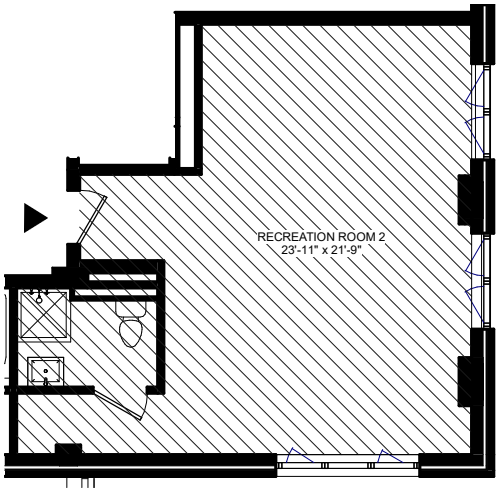
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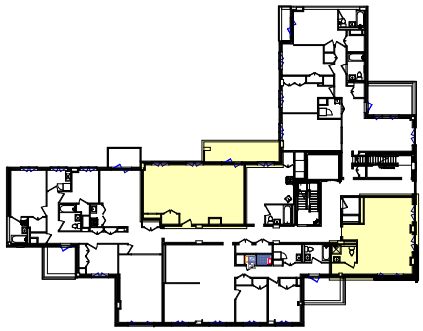
AREA LEGEND	
KEY	**AREA**
	LIMITED COMMON ELEMENT
	RESIDENTIAL COMMON AREA

7TH FLOOR RECREATION ROOM

Floor:	Area:
7th Fl.	618 SF
7th Fl.	569 SF
Balcony	136 SF
Total:	1323 SF







7th Floor Recreation
3/32" = 1'-0"

Scale: As indicated

Date: 08/13/2026

DOCUMENT NUMBER 2

PURCHASE AGREEMENT

The Law Office of Jay Lichtman, P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

PURCHASE AGREEMENT

between

33 Walton Holdings LLC

and

_____

For Unit Number __ in
THE 37 WALTON STREET CONDOMINIUM
37 Walton Street
Brooklyn, New York

TABLE OF CONTENTS

1. Definitions 1
2. Plan 2
3. Agreement to Purchase and Sell 3
4. Purchase Price 3
5. Procedure to Purchase 4
6. Closing Contingent on Plan Being Declared Effective 7
7. Closing Date and Place 7
8. The Deed 7
9. State of Title 8
10. Title Company Approval 8
11. Sponsor's Inability to Convey Title 9
12. Purchaser's Remedies 9
13. Closing Adjustments 9
14. Purchaser's Closing Costs 10
15. Rent Security Deposit 13
16. Power of Attorney to Board of Managers and Sponsor 14
17. Transfer Tax Return 14
18. Events of Default 14
19. Appliances and Equipment 16
20. Construction 16
21. Inspection of Unit 17
22. Possession; Risk of Loss 17
23. No Representation 18
24. Notices 18
25. Broker 19
26. No Lien; Agreement Subject to Mortgage 19
27. Entire Agreement 20
28. Joint Purchasers 20
29. Liability of Sponsor 20
30. Further Assurances 20
31. Severability 21
32. Strict Compliance 21
33. Governing Law 21
34. Gender 21
35. Certain References 21
36. Captions 21
37. Successors and Assigns 21
38. No Oral Changes 21
39. Acceptance of Purchase Agreement 22
40. Purchase Agreement Not Conditioned on Financing 22
41. Building Smoking Policy 22
42. Agreement Not Assignable; Binding Effect 24

EXHIBIT A: PERMITTED ENCUMBRANCES 25
EXHIBIT B: TERMS OF FINANCING CONTINGENCY RIDER 28
EXHIBIT C: INSPECTION STATEMENT 32

ADJUSTMENTS AND/OR REPAIRS 34

PURCHASE AGREEMENT

For Unit Number ____ in
THE 37 WALTON STREET CONDOMINIUM
37 Walton Street
Brooklyn, New York

(Please execute in quadruplicate)

THIS AGREEMENT is made as of _____, 20___ between 33 Walton Holdings LLC (hereinafter called the "Sponsor"), having an address at 92 Emerson Place Brooklyn, NY 11205, and _____ (hereinafter called the "Purchaser"), having an address at _____, and The Law Office of Jay Lichtman P.C., (hereinafter called the "Escrow Agent"), having an address at 99 West Hawthorne Avenue Ste 520, Valley Stream, NY 11580.

1. Definitions

The following terms shall have the meanings ascribed to them:

(i) "Agreement": This Purchase Agreement. "Amendment": An amendment to the offering Plan accepted for filing by the Attorney General, or if applicable an amendment to the recorded condominium Declaration.

(ii) "Attorney General": The Attorney General of the State of New York.

(iii) "Balance": the amount set forth in paragraph 4.

(iv) "Building": shall mean the structure known as 37 Walton Street, Brooklyn, New York.

(v) "Business day": Any day that is not a Saturday or Sunday or legal holiday of the State of New York or U.S. Government.

(vi) "Claim": any kind of claim, right or cause for Lawsuit or Lawsuit.

(vii) "Closing Date", "closing", "closing of title": and words of similar import are used synonymously and mean the settlement of the mutual obligations of the Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.

(viii) "Commitment": A written offer to make a loan to Purchaser, with or without recourse, whether or not conditional upon any factor, secured by a first mortgage on the Unit.

(ix) "Condominium": shall mean THE 37 WALTON STREET CONDOMINIUM.

(x) "Declaration": shall mean the Declaration of THE 37 WALTON STREET CONDOMINIUM establishing ownership of the Property.

(xi) "Deed": The deed described in paragraph 8 conveying the Unit to the Purchaser.

(xii) "Department of Law": The Department of Law of the State of New York, which is administered by the Attorney General.

(xiii) "Include", "includes", "including", "such as", "for example" and similar words: Whenever these words precede a list of one or more items, the list is not to be limited to the item(s) mentioned and shall always be construed as though followed by the words "but not limited to".

(xiv) "Indemnify": or a derivation thereof: this includes to defend and hold harmless.

(xv) "Institutional Lender": A bank, saving bank, savings and loan association, trust company, credit union of which Purchaser is a member, licensed mortgage banker, insurance or governmental entity duly authorized to make a loan secured by a first mortgage on the unit.

(xvi) "Plan": shall mean the Offering Plan to convert the Property to condominium ownership and any Amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(xvii) "Property": shall mean the Building and the land on which it is erected, which are to be submitted to condominium ownership pursuant to Article 9-b of the Real Property Law.

(xviii) "Purchase Price": The Purchase Price of the Unit set forth in paragraph 4.

(xix) "Notice": to Purchaser shall include facsimile transmission to Purchaser or Purchaser's attorney. Seller's attorney may send all notices to Purchaser's attorney and/or Purchaser via facsimile. A facsimile confirmation printout by Seller's attorney showing transmission was complete is sufficient evidence that the facsimile has been transmitted and the notice has been served.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

2. Plan

Purchaser acknowledges having received and read the Plan at least three (3) full business days prior to Purchaser's signing this Purchase Agreement. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the proposed Condominium Documents

contained in Part II of the Plan) and agrees to abide and be bound by the terms and conditions thereof, as well as all Amendments to the Plan duly filed by Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the estimated Common Charges, the estimated real estate taxes to be paid by Purchaser, or the "Schedule B--Budget for First Year of Condominium Operation" of THE 37 WALTON STREET CONDOMINIUM. Any such amendments shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchase Price and may be made by Sponsor without Purchaser's consent or approval. The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full opportunity to examine all documents, and investigate all statements, made herein and in the Plan.

3. Agreement to Purchase and Sell

Purchaser agrees to purchase from Sponsor, and Sponsor agrees to sell to Purchaser, for the Purchase Price Stated in paragraph 4, the unit designated as Unit Number _____ (hereinafter called the "Unit") in the Declaration, together with its appurtenant interest (hereinafter called the "Common Interest") in the Common Elements, on and subject to, the terms and conditions set forth herein.

4. Purchase Price

A. The purchase price for the Unit (exclusive of closing adjustments and costs referred to in Paragraphs 13 and 14 below) is $ _____ (hereinafter called the "Purchase Price"), which Purchaser agrees to pay to the Sponsor, as follows:

(i) $ _____ (hereinafter called the "Down Payment") is due on Purchaser's signing and submitting of this Agreement and is to be paid by Purchaser's personal check, receipt of which (subject to collection) is hereby acknowledged by Sponsor;

(ii) $ _____ (hereinafter called the "Balance"), constituting the balance of the Purchase Price, is due on the delivery to Purchaser of the deed to the Unit and must be paid by Purchaser's certified check or official cashier's check, in either event drawn on a bank that is a member of the New York Clearing House Association.

B. Purchaser is not required to pay the Balance or accept title to the Unit unless concurrently with, or prior to, closing all the prerequisites set forth under "Closing and Terms of Sale" in Part I of the Plan are met.

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

THIS PURCHASE AGREEMENT IS NOT CONDITIONED UPON A PURCHASER SECURING SATISFACTORY FINANCING. THE SPONSOR MAY, AT ITS OPTION, CONDITION THE CONTRACT UPON FINANCING, PROVIDED THAT PURCHASER AND SPONSOR BOTH PROPERLY COMPLETE AND INITIAL A FINANCING CONTINGENCY RIDER, THE FORM OF WHICH IS ANNEXED HERETO AS EXHIBIT "B".

SPONSOR IS NOT OBLIGATED TO EXTEND OR ARRANGE FINANCING. NO REPRESENTATION IS MADE THAT BANK FINANCING WILL BE AVAILABLE TO PURCHASER OR AS TO THE AMOUNT, TERMS AND CONDITIONS UPON WHICH SUCH FINANCING MAY BE GRANTED OR THE COST TO OBTAIN SAME.

5. Procedure to Purchase

(i) The Law Office of Jay Lichtman P.C., with an address at 99 West Hawthorne Avenue Ste 520, Valley Stream, NY 11580, telephone number (347) 504-1724, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Jay Lichtman, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(ii) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

(iii) The Escrow Agent has established the escrow account at J.P. Morgan Chase Bank, N.A., located at 136 Front Street, Brooklyn, NY 11201 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "The Law Office of Jay Lichtman P.C. Attorney Escrow Account" ("Escrow Account"). The Escrow Account is an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions. Additionally, if Purchasers have accounts at the same bank that holds escrowed funds, Purchaser's funds at the escrow bank factor into the $250,000.00 insurance limit.

(iv) All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other valid instruments, and shall be made payable to or endorsed by the Purchaser to the order of "The Law Office of Jay Lichtman as Attorney."

(v) The Escrow Account is an IOLA account with no interest accrued to the benefit of the either the Sponsor or the purchaser. An IOLA account is a special segregated escrow account maintained by an attorney in which the interest earned is paid to the State of New York. It is not anticipated that any interest will be earned thereon. If at some future point, the Offering Plan is amended to provide that the account will be a non-IOLA account, then the interest rate for all deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the deposit into the Escrow

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

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

(vii) The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

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

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

(x) The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in 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 the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit,

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

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

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

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

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

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

(xii) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(xiii) A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

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

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

(xvi) Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

(xvii) 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.

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

6. Closing Contingent on Plan Being Declared Effective

The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan, as same may be amended from time to time. Purchaser understands and agrees that the Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter, in certain limited cases set forth in the Plan (see the section in the Plan entitled "Effective Date" for full details). The Plan will be abandoned or deemed abandoned if it has not been declared effective within the time limits prescribed in the Plan. The Sponsor shall notify Purchaser, in writing or by a duly filed Amendment to the Plan, when the Plan becomes effective or is abandoned.

7. Closing Date and Place

The closing of title shall occur on the date and at the time and place in the State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice. Sponsor shall have the right, from time to time, to adjourn such date and time for closing written notice to Purchaser. If adjourned, Sponsor shall fix a new date and time for title closing and shall give Purchaser not less than ten (10) business days' prior written notice of the new scheduled date and time for closing. Purchaser may waive this thirty (30) day provision by initialing below.

I hereby waive the provision requiring thirty (30) days' notice of closing _____

8. The Deed

At closing, Sponsor shall deliver to Purchaser a Bargain and Sale Deed with covenant against grantor's acts transferring to Purchaser full ownership (fee simple title) to the Unit. The deed shall be substantially in the form reproduced as Document Number 5 in Part II of the Plan

and shall be executed and acknowledged by Sponsor in form for recording. Such executed deed shall be delivered immediately to the representative of the title company insuring Purchaser's title (or, if no such representative is present, to Purchaser or Purchaser's attorney).

9. State of Title

Legal ownership to the Unit shall be transferred to Purchaser at closing subject only to the liens, encumbrances and title conditions (hereinafter called the "Permitted Encumbrances") enumerated in Exhibit A to this Agreement.

A. Any encumbrance to which title is not to be subject shall not be an objection to title if (i) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (ii) such title insurance company as Purchaser may utilize, is or would be willing, in a fee policy issued by it to the 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. The parties agree that the Sponsor may pay and discharge any liens and encumbrances upon the Property, not provided for in the Plan or this Purchase Agreement, out of the monies to be paid by the Purchaser at the time of closing title.

B. Notwithstanding anything else to the contrary in this Purchase Agreement or the Plan, if Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Purchase Agreement and the Plan, Sponsor shall not be obligated to bring any action, suit or other 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, and, in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be either (i) to take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (ii) to terminate this Purchase Agreement. If Purchaser so elects to terminate this Purchase Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited by Purchaser hereunder (except for funds released to Sponsor to be used for special work, upgrades or extras), together with interest earned thereon, if any, and, upon the making of such payment, this Purchase Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Purchase Agreement or the Plan except for provisions hereof that by their terms survive the termination hereof. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within fifteen (15) days after the giving of Sponsor's notice of refusal to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (i) above (i.e., to acquire title subject to such inability).

10. Title Company Approval

Sponsor shall give, and Purchaser shall accept such title as any member of the New York Board of Title Underwriters will approve and insure, provided only the liens, encumbrances and

conditions affecting title shall be the Permitted Encumbrances. Sponsor shall not be obligated to satisfy any exceptions to title raised by any other title insurance company that would be insured at no additional cost to Purchaser by Sponsor's title company. Purchasers are free to use a title company of their choosing without incurring additional costs or a penalty.

11. Sponsor's Inability to Convey Title

Sponsor may not abandon the plan after effectiveness for any reason other than a defect in title which cannot be cured without litigation or cannot be cured for less than a stated amount which shall not be less than one-half of one percent of the total offering amount.

12. Purchaser's Remedies

In the event that the Sponsor shall for any reason (except for willful default) be unable to convey and deliver the apartments in accordance with the terms of the Purchase Agreement, (except for any failure to perform any obligation imposed by applicable statute or regulation, or a failure to perform Sponsor's obligations under the Offering Plan) the sole remedy of the purchaser shall be to rescind the Purchase Agreement and be refunded the entire Down Payment with interest plus the cost of title searches, if any.

Any conflict between the Plan and the Purchase Agreement shall be resolved according to the terms of the Plan.

Nothing contained in the Purchase Agreement or in the Plan shall be construed to waive a purchaser's rights or abrogate Sponsor's obligations under Article 23-A of the GBL.

13. Closing Adjustments

A. At closing, Sponsor and Purchaser shall apportion, as of midnight of the day preceding the closing:

(i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the fiscal or calendar year for which assessed, including water charges and sewer rents (if separately assessed) and any escrows for real estate taxes;

(ii) Common Charges for the month in which title closes; and

(iii) rent and other charges, if any, pursuant to a lease for, or tenancy of, the Unit.

(iv) insurance apportioned to unit until the policy expiration date.

The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

B. In the event the Unit has not been separately assessed for the then current fiscal tax year at

the time of title closing, the apportionment of real estate taxes shall be based on the Unit's pro-rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. If the Unit has been separately assessed but the closing occurs before the tax rate is fixed, then the apportionment of real estate taxes shall be based upon the latest tax rate applied to the most recent assessed valuation.

C. Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. This provision shall survive the closing.

D. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by the Purchaser without abatement, set off or credit against the Purchase Price, without recourse of any kind against the Seller and shall not be considered a defect in title.

14. Purchaser's Closing Costs

At the time of title closing, Purchaser will pay the balance of the Purchase price along with certain closing costs in addition to the legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan and are subject to change without prior notice or amendment:

(i) If such Purchaser elects to obtain fee title insurance, he or she will pay a premium therefor to his or her title insurance company which will vary depending upon the amount of insurance requested. The premium for fee title insurance, if ordered through a title insurance company (the Purchaser is free to choose any title company), should be $773.00 for the first $100,000.00 of fee insurance plus $4.36 for each $1,000.00 or fraction thereof of additional fee insurance up to $500,000.00. The premium for mortgage title insurance should be $654.00 for the first $100,000.00 of insurance plus $3.64 for each $1,000.00 or fraction thereof of additional insurance up to $500,000.00. Sponsor's Title Company: a) has updated the title search; and b) has been retained by the Sponsor to clear any title issues affecting the premises, and c) has been retained by the Sponsor to record any documents requiring recording with respect to the offering plan. A copy of the title report will be furnished to the purchaser. In the event that Purchaser's title company refuses to accept Sponsor's undertaking in lieu of an escrow, then the Purchaser shall be required to accept title insurance from the title company procured by Sponsor provided that such title company will accept such undertaking.

(ii) A fee for recording the deed and Unit Owner's Power of Attorney of $32.00 for each instrument plus $5.00 per page, together with a service charge to the title company for such recording of approximately $185.00;

(iii) Purchaser shall pay all governmental fees and title company service charges associated with discharging and recording a mortgage lien release and UCC-3 termination statement or other appropriate instruments discharging the unit and its contents from any mortgage lien and security interest other than the lien of any mortgage loan Purchaser obtains.

(iv) If Purchaser obtains a mortgage loan, Purchaser will pay:

(a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed;

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

(c) Purchasers shall pay Seller an equal to all of Purchaser's savings in the mortgage recording tax to which Purchaser is entitled, whether such savings result from an assignment of an existing mortgage on the unit or is pursuant to Real Property Law 339-ee or otherwise. (Note: The Lending Bank pays an additional 0.25%);

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

(v) Although statutorily a Seller's expense, Purchaser shall pay the Real Property Transfer Tax due to The City of New York. This tax is in the amount of 1% of the total purchase price of the Unit if the purchase price is $500,000.00 or less, 1.425% of the total purchase price if the purchase price is more than $500,000.00, and 2.625% if the Purchase is for more than one residential unit at one time [see (viii) below]. The Purchaser shall also pay for the New York State Real Estate Transfer Tax imposed by statute on transferors of property. New York State has recently adopted changes to the tax imposed. The changes went into effect on conveyances on or after July 1, 2019, for contracts entered into after April 1, 2019. The revised New York State tax is as follows: 0.4% of the total consideration for conveyances of a Unit with a purchase price of $2,999,999.99 or less, and 0.65% of the total consideration for conveyances of a Unit with a purchase price exceeding $3,000,000.00.

New York State Tax Law Section 1404(a) has recently been amended (the "Amended Tax Law"), effective as of July 1, 2021. The Amended Tax Law can be accessed at the following web address: https://www.nysenate.gov/legislation/laws/TAX/1404. Per the Amended Tax Law, in the case of a conveyance of residential real property, if the New York State transfer tax imposed by the law is paid by the Purchaser pursuant to a contract between the Sponsor and the Purchaser, the amount of such tax shall be excluded from the calculation of consideration subject to tax. Therefore, as the Plan and Purchase Agreement calls for the Purchaser to pay for both New York State and New York City transfer taxes, for purposes of calculating the transfer taxes to be paid, total consideration includes the following transfer taxes paid by the Purchaser:

(a) For New York City Taxes: New York City and New York State Transfer Taxes (i.e.: consideration equals the purchase price plus NYC and NYS transfer taxes);

(b) For New York State Taxes: New York City Transfer Taxes only (i.e.: consideration equals the purchase price plus NYC transfer taxes).

(vi) Under Section 1402-a of the New York Tax Law, a "Mansion Tax" of one percent (1%) of consideration is payable by the grantee (Purchaser) on each conveyance of residential real property, including condominium units where the consideration for the entire conveyance is $1,000,000.00 or more. Residential real property includes a one to three family house, an individual condominium unit, and a cooperative unit that is or may be used, in whole or in part, as a personal residence. As per the law, the Purchaser shall be responsible for the payment of the Mansion Tax.

(vii) New York State recently implemented a "Supplemental Tax" (in addition to the Mansion Tax, statutorily paid by the Purchaser) for transfers of residential real property in New York City, as detailed below. As per the recently enacted law, the Purchaser shall be responsible for the payment of the Supplemental Tax. The Supplemental Tax adds a tax on the Purchaser for purchases starting with a purchase price of $2,000,000.00 or more according to the following chart:

Purchase Price	**Supplemental Tax Rate**
$2,000,000.00 to $2,999,999.99	.25% of the purchase price
$3,000,000.00 to $4,999,999.99	.50% of the purchase price
$5,000,000.00 to $9,999,999.99	1.25% of the purchase price
$10,000,000.00 to $14,999,999.99	2.25% of the purchase price
$15,000,000.00 to $19,999,999.99	2.50% of the purchase price
$20,000,000.00 to $24,999,999.99	2.75% of the purchase price
$25,000,000.00 and above	2.90% of the purchase price

(viii) If a Purchaser purchases two (2) or more residential Units that have not been physically combined into a single residence or Unit before the transfer (a "combined sale"), The New York City Department of Finance may impose the New York City Transfer taxes at higher, non-residential rates, i.e., where the consideration is $500,000 or less, the rate will be 1.425% of the purchase price, and where the consideration exceeds $500,000, the rate will be 2.625% of the purchase price. This may be the case even if the residential Units are transferred to the Purchaser pursuant to separate sales contracts with separate closing dates. The Department of Finance has taken the position that the consideration for the transfer of each residential Unit under a deed in a combined sale is not aggregated with the consideration for the other such deeded transfers in the same combined sale for purposes of determining the rate to be applied to each residential Unit transfer (i.e., the 1.425% rate or the 2.625% rate). The Department of Finance has stated that the application of the "bulk sale rule" is made on a case-by-case basis depending on the particular facts and circumstances and there is no guarantee that the Department of Finance will not change its position with respect to the foregoing. Consideration is also not aggregated for Mansion Tax purposes. Purchasers will be required to pay the Mansion Tax on each residential Unit

in a combined sale, if the total consideration attributable to each such Unit is $1,000,000.00 or more.

(ix) Purchaser will be required to deposit with the Board of Managers two (2) months' estimated monthly common charges for his unit to be used as working capital.

(x) Purchaser shall be obligated to pay a fee of (i) $3,500.00 to the law firm of Sponsor's attorney for services rendered in connection with recording the Declaration of Condominium and the preparation of documents (ii) $500.00 for the preparation of the licensing documents, if the purchaser purchases a license (iii) $500.00 if the closing is held at any location other than Sponsor's attorney's office at the request of the Purchaser; (iv) $450.00 if Purchaser applies for and closes with a mortgage; (v) $350.00 if e-forms for New York City Real Property Transfer Tax are prepared by Sponsor's attorney; and (vi) $500.00 for each time the closing is rescheduled at the request of the Purchaser (for the costs to fix a new Closing Date and time, to coordinate the attendance of all persons, to re-date the closing documents and to recalculate the closing apportionments).

(xi) At closing, each purchaser shall pay to the Sponsor the sum of $3,500.00 to defray the Sponsor's costs of creating the condominium, e.g., architectural costs, filing fees, legal fees and other costs incurred in creating the condominium.

(xii) At closing, the Sponsor will collect each purchaser's pro-rated share in the first year's insurance premium from the date of the closing until the end of the first year of condominium operation. This amount will be calculated in proportion to each purchaser's common interest and will be used to reimburse the Sponsor for payment of the first year's premium. Insurance premiums paid as part of common charges from closing until the end of the budget year will be retained by the Board to pay toward the premium for the next year. The pro-rated insurance adjustment collected by Sponsor will be in lieu of any other closing adjustments with the Board for insurance.

15. Rent Security Deposit

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

The Purchaser may not occupy the Unit or perform any work in the Unit prior to closing

without the prior consent of the Sponsor. In the event the Purchaser occupies the Unit or performs any work in the Unit prior to closing without the prior consent of the Sponsor, such event shall constitute a default under Section 18 of this Agreement.

It is expressly understood and agreed that the Purchaser shall in no event take possession of the Unit prior to the time of the delivery of the deed (unless Seller agrees to give Purchaser an interim lease, which Seller is not obligated to give), and full compliance by the Purchaser with the terms of this Purchase Agreement, and should the Purchaser violate this provision, the Purchaser consents that the Sponsor shall have the right to remove him or her from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Sponsor, and if the Sponsor so elects, the Sponsor may cancel this Purchase Agreement and the amount deposited hereunder shall belong to the Sponsor as liquidated damages deemed earned hereunder, but not more than ten percent (10%) of the purchase price, together with amounts (if any) released to Sponsor to be used for special work, upgrades or extras, shall be paid over to the Sponsor as liquidated damages. Notwithstanding the above, the Sponsor may receive the actual costs incurred for any special work, upgrades or extras ordered by Purchaser as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds ten percent (10%) of the purchase price plus interest. It is further understood and agreed that the Sponsor will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the Property before, on or after the closing of title herein. Sponsor may, in its discretion, grant Purchaser possession of the Unit prior to Closing under an Interim Use and Occupancy Agreement, if the Unit is currently or hereafter becomes vacant.

16. Power of Attorney to Board of Managers and Sponsor

At closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or if no representative is present, then to Sponsor's attorney) for recording in the Kings County Clerk's Office, a power of attorney in favor of the Board of Managers relative to purchasing or leasing of Units and in favor of Sponsor relative to amending the Condominium Documents to the extent permitted in the power of attorney. The power of attorney shall be substantially in the form set forth in Document Number 4 in Part II of the Plan. After being recorded, the power of attorney shall be sent to the Condominium Board.

17. Transfer Tax Return

At closing, Sponsor and Purchaser shall each duly complete and sign before a Notary Public the transfer tax return required to be filed with The State of New York. The transfer tax return shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer.

18. Events of Default

A. The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 7 herein;

(ii) Purchaser's failure to duly sign, notarize and deliver at closing the power of attorney pursuant to paragraph 16 above or the New York State transfer tax return pursuant to Paragraph 17 above;

(iii) If Purchaser is or becomes a tenant of the Building, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations, which results in Purchaser's eviction from Purchaser's Unit (either by voluntary removal or by court order); or

(iv) If Purchaser occupies the unit or performs any work in the unit prior to closing without the prior consent of the Sponsor;

(v) The failure to pay, perform or observe any of the Purchaser's other obligations hereunder, which is not cured within thirty (30) days after the mailing of written notice specifying the nature of such default.

B. Upon the occurrence of an Event of Default, the Sponsor's sole remedy shall be to cancel the Purchase Agreement by sending Purchaser thirty (30) days' prior written notice of its intention to do so. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the cancellation notice within which time Purchaser must cure the specified default. If the default is not timely cured, then Sponsor shall have the right to retain, as and for liquidated damages, the Down Payment (but in no event to exceed ten percent (10%) of the Purchase Price of the unit) plus the cost of any special work in the Unit ordered by Purchaser and expended by the sponsor from the amount Purchaser delivered therefore, (hereinafter called the "Liquidated Sum") and any sums in excess thereof (together with any interest earned thereon) shall be returned to Purchaser promptly thereafter. Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

C. In the event that a purchaser does not close on the Closing Date set forth in the Notice of Closing, and Sponsor elects not to cancel the Purchase Agreement or if the Sponsor approves the Purchaser's request to adjourn the Purchaser's closing to his apartment, interest shall accrue on the unpaid amount of the purchase price from the Closing Date until such amount is paid. The interest rate shall be ten percent (10%) per annum calculated at a daily rate of approximately 0.0277%. This rate shall be in effect for as long as there is any unpaid amount owing towards the full purchase price.

D. Notwithstanding the occurrence of an Event of Default Sponsor may, in its sole discretion, keep this Agreement in effect and proceed to close title without prejudicing Sponsor's right to recover from Purchaser's damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, legal fees and costs of collection).

E. If Purchaser is or becomes a tenant of the Building and Purchaser fails to pay rent or otherwise comply with Purchaser's lease or tenancy obligations, or Purchaser vacates or abandons the leased premises, then such failure, vacating or abandonment (as the case may be) shall constitute a default hereunder entitling Sponsor, at its sole option, to cancel this Agreement, even though Purchaser is not evicted from the leased premises as a result thereof. However, in the event Sponsor elects to so cancel, unless Purchaser is evicted, Sponsor shall refund to Purchaser all monies deposited hereunder together with any interest earned thereon. Upon such refund being made, Sponsor and Purchaser will be released and discharged of all further liability and obligations under this Agreement and the Plan. However, in no event shall Purchaser be released or excused from paying and performing Purchaser's lease or tenancy obligations.

19. Appliances and Equipment

A. The Unit is being sold unfurnished, without window blinds or shades and will contain only the appliances and equipment described in the Plan. Furniture, wall coverings, furnishings, decorations, and the like in or about any model Unit are for display purposes only and are not included in this sale. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement, and Purchaser should not rely thereon. Sponsor shall not be liable for immaterial variations from any floor plans or sketches.

B. There will be no modifications or extras unless agreed to in writing by the parties. All modifications and alterations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expenses (payable in the manner to be set forth in an addendum to this Agreement or separate agreement).

20. Construction

A. The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be in accordance with the Plan and the architectural "plans and specifications" (defined in the Plan), subject to the right reserved by Sponsor to modify and amend the Plan and the "plans and specifications" in order to substitute materials, equipment or fixtures of equal or better quality and design, provided only that the approval of any governmental authorities having jurisdiction thereover and the construction lender are first obtained (if required). The issuance of a Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the "plans and specifications". However, nothing herein contained shall excuse Sponsor from its obligations to correct any defects in construction in accordance with the conditions set forth in the Plan in the section entitled "Rights and Obligations of the Sponsor."

B. The construction of the Building and the Unit and the correction of any defects in construction to the extent required under the Plan are the sole responsibility of the Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain immaterial variations from the Plan and "plans and

specifications" as indicated in the Plan in the "Rights and Obligations of Sponsor--Construction Obligations" 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 said section.

21. Inspection of Unit

At least ten (10) days before the Balance is to be paid, the Selling Agent shall notify the Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Exhibit C to this Agreement) and deliver same to the Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the completed Inspection Statement, shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in the "Rights and Obligations of Sponsor -- Construction Obligations" as set forth in the offering plan.

22. Possession; Risk of Loss

A. The sponsor assumes the risk of loss from fire or other casualty until the purchaser assumes the risk of loss by taking possession of the unit. Unless Purchaser now resides in the Unit, Purchaser shall not be entitled to occupy the Unit until the deed is delivered to Purchaser at closing. Sponsor may, in its discretion, grant Purchaser possession of the Unit prior to the closing under an interim lease, if the Unit is currently, or hereafter becomes, vacant.

B. If Purchaser is given possession of the Unit prior to Closing under an interim lease or otherwise, the Purchaser shall be solely responsible for any damage to, or loss or other condition in the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its installations as a Purchaser that takes possession of a Unit assumes the risk of loss not covered by insurance. However, until closing Sponsor will remain responsible to make those repairs required of it as a landlord under any existing or interim lease and, after closing, the Condominium Board will be responsible to make those repairs required of it under the Condominium Documents.

C. If during Purchaser's occupancy the Unit is damaged by casualty or otherwise, the Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside the Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If Purchaser is obligated to repair the damage, then Purchaser's failure to make such repair shall not excuse Purchaser from paying the Balance and accepting delivery of the deed. Purchasers should note that a Purchaser that takes possession prior to closing assumes the risk of losses not covered by insurance.

D. Except as provided in the preceding subparagraph C, all other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair

the damage or restore the Unit. If Sponsor or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage, this agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been repaired to as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or other Unit Owners) and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing.

E. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Condominium's By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited hereunder, without interest (unless interest is earned), whereupon the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain the Liquidated Sum pursuant to Paragraph 19 above. The Sponsor will notify the Purchaser within fifteen (15) days of its decision with respect to repairing the unit.

23. No Representation

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the estimated Common Charges and estimated real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as may be specifically represented herein or in the Plan; Purchaser having relied on Purchaser's own examination and investigation thereof. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans, is accurate or correct, provided the layouts and dimensions conform to such Floor Plans and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial inaccuracy or error. The provisions of this Paragraph 23 shall survive the closing of title.

24. Notices

All notices, elections, consents, demands and communications (collectively called "notices" or individually called "notice") shall be delivered personally or given in writing by registered or certified mail, return receipt requested, postage prepaid, and, if sent to Purchaser, addressed to Purchaser at Purchaser's address given in the preamble to this Agreement and, if sent to Sponsor, addressed to the Sponsor.

Notice to Purchaser shall include facsimile transmission to Purchaser or Purchaser's attorney. Seller's attorney may send all notices to Purchaser's attorney and/or Purchaser via facsimile at the following number(s):
_____.

A facsimile confirmation printout by Seller's attorney showing transmission was complete is sufficient evidence that the facsimile has been transmitted and the notice has been served.

25. Broker

Purchaser represents to Sponsor that _____ and _____ is/are the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction. Sponsor agrees to pay the commission due the aforementioned selling agent(s) pursuant to separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the aforementioned selling agent(s), on account of any acts of Purchaser or of Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from any and all liabilities and expenses in connection therewith, including (without limitation) reasonable legal fees and disbursements. The provisions of this Paragraph 25 shall survive the closing.

26. No Lien; Agreement Subject to Mortgage

A. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder. This Agreement shall not be recorded and any purported recordation hereof by Purchaser shall constitute an Event of Default.

B. In furtherance and not in limitation of the provisions of the preceding subparagraph A, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date unless Purchaser assumes such mortgages. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration and the Unit

is released from the lien of such mortgage at closing.

27. Entire Agreement

This Purchase Agreement, together with the Plan, as the Plan may be amended from time to time, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understandings and agreements.

28. Joint Purchasers

The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

29. Liability of Sponsor

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

B. Notwithstanding the forgoing, disclaimers or limitations of liability on the part of the Sponsor or its principals for failure to perform any obligation imposed by applicable statute or regulation may not be included. The plan may not include any financial limitation on Sponsor's liability for failure to perform its obligations under the offering plan. The Sponsor cannot limit any rights which the purchaser may have pursuant to Article 23A of the GBL, 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 and that Purchaser may be entitled to.

C. Purchasers may be excused from their obligations if it becomes impossible for them to fulfill their obligations due to an act of God, and that under these circumstances, Purchasers should speak to their attorneys. The Purchaser's time to perform its obligations under the purchase agreement may also be tolled during the tolling period.

30. Further Assurances

Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. Severability

If any provision of this Agreement or the Plan is invalid or unenforceable as against person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

32. Strict Compliance

Any failure by Sponsor to insist upon strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Sponsor, notwithstanding any failure, shall have the right thereafter to insist upon strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

33. Governing Law

The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York.

34. Gender

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

35. Certain References

The term “herein”, “hereof” or “hereunder” or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Paragraphs, subparagraphs or other provisions are references to Paragraph, subparagraphs or other provisions of this Agreement.

36. Captions

The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof.

37. Successors and Assigns

The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser’s heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

38. No Oral Changes

This Agreement cannot be changed, nor any provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

39. Acceptance of Purchase Agreement

A. On or prior to Purchaser's signing and delivering this Purchase Agreement, Purchaser agrees (if requested) to complete, sign and deliver to the Selling Agent an application form furnished by Sponsor. Such application shall be used to determine Purchaser's qualification to purchase and own the Unit but does not constitute a reservation or binding obligation on either the applicant or Sponsor.

B. The submission of such application or this Purchase Agreement to Purchaser does not constitute a binding obligation on either Purchaser or Sponsor. No such binding obligation shall arise until duplicates of this Purchase Agreement are executed by, and delivered to, both Purchaser and Sponsor (or Sponsor's duly authorized agent). If, within twenty (20) days after the Selling Agent receives this Purchase Agreement signed by Purchaser, a duplicate of this Agreement signed by Sponsor or its authorized agent is not sent or delivered to Purchaser, then it shall be deemed rejected and of no force or effect, and all monies paid by Purchaser shall be promptly refunded, without interest. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status or other ground proscribed by law.

40. Purchase Agreement Not Conditioned on Financing.

Purchaser may partially finance the purchase of this unit by obtaining a mortgage loan for the purchase price. However, the obligations of purchaser under this Purchase Agreement are not conditional on the purchaser's obtaining financing unless Sponsor agrees to condition the contract upon financing and both Sponsor and Purchaser execute the Financing Contingency Rider.

41. Building Smoking Policy

By signing this Agreement, Purchaser represents that he/she is informed that Smoking, which includes carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, cigars, pipes or electronic cigarettes, shall be permitted only inside a Unit or in an outdoor Limited Common Element that is connected to a Unit. Smoking anywhere else in the Condominium shall be prohibited, including, but not limited to, in indoor and outdoor Common Elements. Purchaser agrees that Purchaser shall not smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property except in Purchaser's Unit or in any outdoor Limited Common Element that is connected to the Unit. Purchaser is aware that Smoking in violation of this rule shall constitute a nuisance pursuant to the terms and provisions of the By-

Laws and shall be subject to a fine as reasonably determined by the Condominium Board.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

42. Agreement Not Assignable; Binding Effect

This Purchase Agreement is not assignable without the consent of the Sponsor.

This Purchase Agreement shall bind and apply to Purchaser and Purchaser's executors, administrators, legal representatives, heirs, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Purchaser:

_____L.S.

_____L.S.

Purchaser's Address:

_____

Accepted and Agreed to:

By: _____

Date Accepted:

_____

Receipt of the Down Payment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 5 above.

_____

The Law Office of Jay Lichtman P.C., Escrow Agent

EXHIBIT A: PERMITTED ENCUMBRANCES

Title to each Residential Unit and its Common Interest will be conveyed at the closing of title to such Residential Unit free and clear of all liens, encumbrances, and title exceptions other than those described in the proposed Unit Deed and the title exceptions and other matters set forth below (collectively the "Permitted Encumbrances"):

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

2. Title exceptions may include the state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable.

3. Zoning regulations, ordinances, building restrictions and regulations;

4. Consents by Sponsor or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets that the Property may abut;

5. Encroachments of the Building, walls, stoops, steps, balconies, ornamental columns, windows, door caps, keystones, ledges, pilasters, coping, trim and cornices, and any other part thereof, if any, upon any street or highway or upon any adjoining property and similar encroachments upon the Property;

6. Sewer, water, electric, plumbing, heating, gas, telephone and other utility easements and consents, if any, then or thereafter recorded, including the right to maintain and operate lines, wires, cables, amplifiers, transformers, pipes, conduits, poles, meters and distribution boxes in, over, under and upon the Property and the Building;

7. The lien of any mortgage, lien or other encumbrance granted, created, or obtained by the Purchaser;

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

9. Any Party walls and party wall agreements;

10. Any other covenants, restrictions, easements, or any other encumbrance (other than for the payment of money), provided that they do not prohibit the existence and use of such Residential Unit;

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

12. The lien of any Common Charges and Special Assessments, real estate taxes, water frontage and/or meter charges, sewer rents, vault charges and assessments, provided that apportionment of such items is made as provided in the Section of the Plan entitled "Unit Closing Costs and Adjustments";

13. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements. Service, labor, concessionaire and maintenance agreements contemplated under the Plan;

14. Any Interim Lease with the Purchaser for such Residential Unit and any other leases, tenancies and occupancies permitted by the Purchase Option Agreement for such Residential Unit;

15. Any lien, notice of pendency or other encumbrance either (i) for which the instrument required to remove said lien, notice of pendency or other encumbrance of record is delivered at or prior to the date of closing of title to the Residential Unit, together with the required recording or filing fee, to the proper party or to the Purchaser's title insurance company, or (ii) as to which the Purchaser's title insurance company will insure that the lien, notice of pendency or other encumbrance will not be collected out of or enforced against the Residential Unit;

16. The lien of any assessment or assessments that are or may become payable in annual installments of which any installment is then a charge or a lien, provided that apportionment thereof is made as provided in the Section of the Plan entitled "Unit Closing Costs and Adjustments";

17. Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Sponsor or any of its principals, provided Sponsor or any such principals, as the case may be, deliver to the Purchaser or the Purchaser's title insurance company an affidavit showing that such judgments, bankruptcies or other returns are not against Sponsor or any such principals, as the case may be;

18. Uniform Commercial Code financing statements or conditional bills of sale, provided that (i) such statements were filed on a date more than five years prior to the closing of title to the Unit, (ii) Sponsor executes and delivers to the Condominium an affidavit setting forth that the property covered thereby is no longer in the Residential Unit or is fully paid for, or (iii) a tenant is the debtor thereunder;

19. Sidewalk violations and any other violations against the Property that are the obligation of any Board or another Unit Owner to correct.

20. All of the terms, burdens, easements, covenants, restrictions, conditions and rules and regulations set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Residential Unit Owner's Power of Attorney and the Floor Plans, all as may be amended from time to time; and

21. The standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring Purchaser's title to the Residential Unit.

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

23. Any lease covering the Unit.

24. Certificate of Occupancy to be issued covering the unit if required.

25. Any violations against the Property (other than the Unit) which are the obligation of the Condominium Board or another Unit Owner to correct.

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

Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense in excess of its obligations under the Plan to cure any inability to deliver title to a Residential Unit in accordance with the Plan and the terms of the Purchase Agreement for such Residential Unit. If Sponsor notifies a Purchaser of its refusal to cure any such inability, then such Purchaser's sole remedy will be either (a) to take such title as Sponsor is able to deliver without abatement in or credit against the Purchase Price for the Residential Unit and without any claim or right of action against Sponsor for damages or otherwise or (b) to terminate his Purchase Option Agreement and receive a refund of his Down Payment and any interest earned thereon. A Purchaser must notify Sponsor in writing as to which option such Purchaser elects within ten (10) days after the giving of Sponsor's notice of refusal to cure such inability, with **TIME BEING OF THE ESSENCE**. If a Purchaser fails to timely deliver such notice, it will be conclusively deemed that such Purchaser has elected to acquire title to the Unit subject to such inability as set forth in clause (a).

EXHIBIT B: TERMS OF FINANCING CONTINGENCY RIDER

THE TERMS SET FORTH IN THIS FINANCING CONTINGENCY RIDER SHALL APPLY, AT SELLER'S SOLE OPTION, ONLY IF AGREED TO BY THE SPONSOR IN THE SPACE PROVIDED BELOW. PURCHASER'S SIGNATURE ALONE DOES NOT EFFECTUATE THIS FINANCING CONTINGENCY RIDER.

THIS RIDER IS ANNEXED TO AND FORMS A PART OF THE PURCHASE AGREEMENT, DATED _____, 20___ BETWEEN 33 WALTON HOLDINGS LLC, SELLER, AND _____, PURCHASER, RELATIVE TO THE SALE OF UNIT _____ AT THE 37 WALTON STREET CONDOMINIUM, 37 WALTON STREET, BROOKLYN, NEW YORK.

As used in the Financing Contingency Rider, the following terms as hereinafter referred to, shall be defined as follows:

A. Contract Date: the date Purchaser's attorney receives a fully executed Purchase Agreement.

B. Institutional Lender: 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.

C. Lender: either of Sponsor's Preferred Mortgagees or Purchaser's Preferred Lender.

D. Financing Contingency Expiration Date: forty-five (45) days from the Contract Date.

E. Purchaser's Preferred Lender: any Institutional Lender that is not either of Sponsor's Preferred Mortgagees.

F. Sponsor's Preferred Mortgagees: shall mean ABC Mortgage Corp., 791 Kent Avenue, Brooklyn, NY 11205, (718) 923-9000 ext. #216, Att.: Eli Katz, eli@abcmortgageny.com.

The following are the terms of the Rider:

1. The obligations of Purchaser hereunder are conditioned upon issuance on a date which is on or before the Financing Contingency Expiration Date, of a written commitment from any Lender pursuant to which such Lender agrees to make a first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of an amount equal to 75% of the purchase price or such lesser sum as Purchaser shall be willing to accept, at prevailing interest rates for a term of at least thirty (30) years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Lender.

2. Within two (2) weeks of the Contract Date, Purchaser must make a mortgage application to a Lender. Within seven (7) days thereafter, the Purchaser must provide the Seller and/or Seller's attorney with the name and address of the Lender to which the application has been made. Failure to send such notice will be considered to be a waiver of the financing contingency. Purchaser shall authorize the Lender to talk directly to Seller's attorney regarding the status of the mortgage application. Purchaser shall (a) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (b) pay all fees, points and charges required in connection with such application and loan, including (but not limited to) appraisal and origination fees (if any), (c) pursue such application with diligence, and (d) cooperate in good faith with such Lender to obtain such commitment. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof.

3. If Purchaser only applies to Purchaser's Preferred Lender and a commitment is not issued or a rejection is received, Purchaser shall within five (5) days of the Financing Contingency Expiration Date or rejection date, notify the Seller of the failure to receive a commitment or of the rejection. At such time, the Seller may, at its option, within fifteen (15) days of receiving notice from Purchaser, cause the Purchaser to submit an application together with the required fees to said Preferred Mortgagee, and Purchaser shall be required to accept the commitment if issued by Sponsor's Preferred Mortgagee under the same terms and conditions as stated above. Purchaser shall have forty-five (45) days from the date Seller caused the Purchaser to submit an application together with the required fees to said Preferred Mortgagee (the "2nd Financing Contingency Expiration Date") to obtain a mortgage commitment from said Preferred Mortgagee. If such Preferred Mortgagee issues a commitment, the terms of such commitment being substantially similar to the terms originally sought by the Purchaser, Purchaser must close, either, with said financing commitment, with another financing commitment Purchaser receives from another Lender, or without financing, or risk losing the Downpayment. Purchaser is required to pay all applicable fees in connection with the mortgage application with the Preferred Mortgagees. If Seller fails to cause Purchaser to make such application to Sponsor's Preferred Mortgagee within fifteen (15) days of receiving notice from Purchaser of the failure to receive a commitment or of the rejection, or if the Preferred Mortgagee failed to provide a commitment by the 2nd Financing Contingency Expiration Date, or denied the Purchaser's mortgage application, Purchaser may cancel this contract by giving notice to Seller within five (5) days of Financing Contingency Expiration Date or the 2nd Financing Contingency Expiration Date (as applicable), in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract and the Down Payment shall be promptly refunded to Purchaser.

4. If Purchaser applied to Purchaser's Preferred Lender and one of Sponsor's Preferred Mortgagees and fails to receive a commitment or receives a rejection from Purchaser's Preferred Lender but received a commitment at prevailing rates from Sponsor's Preferred Mortgagee, Purchaser must close with Sponsor's Preferred Mortgagee. If Purchaser applied to Purchaser's Preferred Lender and one of Sponsor's Preferred Mortgagees and either a commitment is not issued or a rejection is received from both, Purchaser shall within five (5) days of the Financing Contingency Expiration Date or rejection date, notify the Seller of the

failure to receive a commitment or of the rejection, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract and the Down Payment shall be promptly refunded to Purchaser.

5. If Purchaser fails to give notice of cancellation, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Down Payment by reason of the contingency contained in this Rider and the financing contingency will no longer apply. In addition, if Purchaser fails to notify Seller within fifty (50) days of the Contract Date that he has received a commitment, Seller may at its option cancel the contract and thereafter neither party shall have any further rights against or obligations or liabilities to, the other by reason of this contract, and upon cancellation the Down Payment shall be promptly refunded to Purchaser.

Provided that the Sponsor consents to permit a financing contingency in accordance with the above terms and the purchaser complies with all of such terms, if the financing commitment lapses or expires prior to closing and Purchaser has made a good faith effort to extend the commitment, the Sponsor will grant Purchaser a right of rescission and ten (10) days after expiration to exercise such right. If Sponsor does grant Purchaser a financing contingency, and a mortgage commitment is not fulfilled through no fault of the Purchaser, under New York law performance is excused. If Purchaser acts in good faith and lender *revokes* the commitment after the contingency period expires, performance is excused.

Purchaser should note that even if a mortgage commitment is secured, said mortgage commitment may expire or change prior to the actual closing. Any risks related to the expiration or change to the mortgage commitment shall be borne by the Purchaser, if Purchaser is at fault.

In accordance with this Rider, Purchaser will have the right to terminate the Purchase Agreement and be refunded all monies deposited thereunder, without interest, in the event:

(i) a Lender fails, through no fault of the Purchaser, to issue its commitment on the terms described above by the Financing Contingency Expiration Date or the 2nd Financing Contingency Expiration Date (as applicable), or such greater period as the Sponsor may permit in Sponsor's sole discretion, provided the Purchaser gives notice of termination not later than five (5) days after the expiration of the aforementioned dates; or

(ii) the commitment issued by the Lender is not funded by the closing through no fault of the Purchaser, provided the Purchaser gives notice of termination no later than ten (10) days before the closing, provided the lender has given Purchaser more than ten (10) days' notice.

In the event Purchaser fails to exercise the right of termination within time periods set forth above or has failed to satisfy the conditions set forth in the Financing Contingency Rider, then, in either case, the Purchase Agreement shall remain in full force and effect.

SELLER:

By: _____

PURCHASER:

_____

_____

EXHIBIT C: INSPECTION STATEMENT

_____, 20___

33 Walton Holdings LLC

Re: The 37 Walton Street Condominium
37 Walton Street, Brooklyn, NY
Unit No. ___

Ladies and Gentlemen,

As a result of my/our final inspection on this date, please be advised that, except as otherwise noted on the attached sheet, I/we found the Unit in good condition:

I/we understand that to avoid the risk of pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs, mechanical chimes, plumbing fittings, light fixtures, electrical receptacles, toilet room accessories, door hardware and _____, may be installed just prior to my/our date of moving. I/we agree and I/we will sign off on each item requiring adjustment or repairs, if any, as it is completed.

I/We agree that I/we will promptly initial each item set forth on the attached inspection sheet as it is completed to acknowledge completion. My/Our failure to respond to you within five (5) business days of your written request for such acknowledgment shall be deemed to mean that I/we have accepted and acknowledged the work as complete. I/We understand that work indicated on the inspection sheet shall be performed in accordance with the practice of the industry. In the event of a dispute, Sponsor's contractor, architect or engineer shall determine whether or not such work was performed according to such standard and his or her decision shall be binding on the parties hereto.

You agree to complete all items listed on this inspection statement within a reasonable period of time following closing to my/our Unit, subject to delays for work or materials beyond your control.

This Inspection Statement shall survive closing of title to my/our Unit.

_____
Purchaser's Signature[1]

_____
Purchaser's Signature

33 Walton Holdings LLC

By: _____
Sponsor's Representative

[1] If one purporting to be the Purchaser's agent signs to acknowledge completion, the Sponsor shall be entitled to rely on such signature as acknowledgment of completion and Purchaser shall be bound thereby.

EXCEPTION SHEET
AND CERTIFICATE OF COMPLETION, ADJUSTMENT AND/OR REPAIRS

Re: 37 Walton Street, Brooklyn, New York
Purchaser: _____
Unit No.: _____
Date: _____
Time: _____

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_____

Sponsor's Representative Purchaser's Representative

100% Sign off on All Items: _____ Date: _____

_____

Sponsor's Representative Purchaser's Representative

ADJUSTMENTS AND/OR REPAIRS

Signature	Item Number	Dates Completed

EXHIBIT D: SPONSOR'S LIMITED WARRANTY

Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering as the Building is a greater than five (5) stories. Sponsor makes no other warranties, express or implied, in connection with this offering of the Units and all such warranties are excluded, except as provided in the limited warranty ("Limited Warranty") set forth in this Section. Sponsor will correct, repair, or replace any and all defects relating to construction of the Building, Common Elements or the Units or in the installation or operation of any appliances, fixtures, or equipment therein, or will cause the same to be corrected, repaired, or replaced, but only if:

(1) such defects are due to substantially improper workmanship or construction practices or the use of materials that are substantially and materially at variance with the Plans and Specifications for the same; and

(2) Sponsor is notified by the Condominium Board or the affected Unit Owner, as the case may be, of the same in accordance with the following, which notice shall be by certified mail, return receipt requested:

(i) with respect to any latent defect (that is, a defect that is not visually ascertainable) in the construction of a Unit, within 1 year of the earlier to occur of the (a) the Closing of Title to the Unit or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing;

(ii) with respect to any patent defect (that is, a defect that is ascertainable through inspection) in the construction of a Unit within 6 months of the earlier to occur of the (a) the Closing of Title to the Unit, or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing, provided, in each instance such patent defect is not caused by the Unit Owner or other occupant of the Unit;

(iii) with respect to any defects (patent or latent) in the construction of the Common Elements, within 1 year from the date of substantial completion of the portion of the Common Elements claimed to be defective. The issuance of a TCO or FCO covering such Common Elements shall be presumptive evidence that the construction of the Common Elements has been substantially completed.

The method of correcting any defect will be selected by Sponsor in its sole discretion. The quality of construction as to any such correction will be comparable to local standards customary in the particular trade or trades involved and will be in accordance with the Plans and Specifications.

Sponsor will be conclusively considered to have discharged any obligation that it may have with respect to the repair of a defect or replacement of a defective item, whether patent or latent, if:

(a) Sponsor is not notified of the existence of such defect, in the manner and within the appropriate time period specified above;

(b) The Condominium Board and/or Managing Agent and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors; or

(c) Sponsor has corrected, or caused the correction of, the defect in accordance with the practice of the industry, as determined by Sponsor's general contractor, architect, or engineer, in their sole judgment.

(d) Purchaser, through any act or omission (i) is the cause of such defect, (ii) obstructs, delays, prevents or hinders Sponsor from gaining access to the Unit to repair a defect or replace a defective item, or (iii).

This Limited Warranty is only available to the first Purchaser of the Unit and Sponsor shall have no liability to any subsequent Purchaser with respect to any claimed defects relating to the construction of the Units, the Common Elements or the Building.

SELLER:

By: _____ _____
Purchaser

_____
Purchaser

RIDER TO PURCHASE AGREEMENT

RE: STORAGE LOCKER

This Rider is made as of _____, between Sponsor and Purchaser.

Re: Residential Unit No: ("Unit")
The 37 Walton Street Condominium
37 Walton Street Brooklyn, NY 11206 ("Condominium")

1. STORAGE LOCKER LICENSE

1.1 Sponsor agrees to sell and Purchaser agrees to purchase storage locker # ___("Storage Locker") for a purchase price of $____ ("Purchase Price"). At Closing, Purchaser shall enter into a Storage Locker License to use the Storage Locker, the form of which is set forth in Part II of the Plan.

1.2 The Purchase Price is payable as follows:

(a) $_____ ("Deposit"), due upon Purchaser's signing and delivering this Rider; and

(b) $_____ ("Balance of the Purchase Price"), due upon the delivery of the deed to the Unit.

1.3 Payment by Purchaser of any Deposit or the Balance of the Purchase Price due under this Rider shall be subject to the same terms and conditions set forth in subsection 4.2 of the Purchase Agreement.

2. RE-DESIGNATION OF STORAGE LOCKER

Sponsor reserves the right at or prior to Closing to designate a different Storage Locker in lieu of the Storage Locker set forth above, provided the new Storage Locker is equal to or greater in size and has the same Purchase Price.

3. CONSTRUCTION

Purchaser agrees and accepts that Purchaser will be required to consummate the purchase of the Unit and the Storage Locker simultaneously at Closing, even if the construction of the Storage Locker Area or Storage Locker is not yet completed and access to the Storage Locker by Purchaser is not yet available. The issuance of a TCO or PCO for the Storage Locker Area is not a prerequisite that must occur before Sponsor may require the closing of title to the Unit and the Storage Locker. [In such event, the proceeds from the sale of the Storage Locker will be held in escrow ("Storage Locker Escrow") until such time as access to the Storage Locker Area and Storage Locker is made available to Purchaser by Sponsor. The Storage Locker Escrow will not be held in an interest-bearing escrow account, and therefore Purchaser will earn no interest on the Storage Locker Escrow.]

4. DAMAGE TO THE STORAGE LOCKER AREA

If there is a fire or other casualty to the Storage Locker Area and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Purchase Agreement shall be deemed modified to provide for the Closing of Title with respect to the Unit only. **[**In such event, the Balance of the Purchase Price of the Unit shall be reduced by the amount of the Deposits paid pursuant to the terms of this Rider.]

5. MISCELLANEOUS

Purchasers are advised that the Storage Locker and the Storage Locker License may not be mortgageable or insurable for title insurance purposes. Additionally, Purchaser shall be responsible for the payment of any State Transfer Tax, RPT Tax, or any other tax (including Mansion Tax or Additional Mansion Tax, if applicable) imposed in connection with the sale or conveyance of the Storage Locker or Storage Locker License. This provision shall survive Closing.

6. DEFINITIONS

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

7. CONFLICTS

In the event of any inconsistency between the provisions of this Rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

8. FORCE MAJEURE

Notwithstanding anything set forth in this Rider to the contrary, the provisions of this Rider are subject in their entirety to the section of the Purchase Agreement entitled "Force Majeure," which shall apply with respect to any obligations or undertakings required by Sponsor pursuant to this Rider.

9. FULL FORCE AND EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

10. COUNTERPARTS

This Rider may be executed in any number of original, email, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Rider.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO STORAGE RIDER]

Purchaser(s):

_____
Purchaser's Signature

_____
Purchaser's Signature

33 Walton Holdings LLC

By: _____
Sponsor's Representative

RIDER TO PURCHASE AGREEMENT

RE: BICYCLE STORAGE SPACE

This Rider is made as of _____ between Sponsor, Purchaser and Escrow Agent.

Re: Residential Unit No: ("Unit")
The 37 Walton Street Condominium
37 Walton Street
Brooklyn, NY 11206 ("Condominium")

1. BICYCLE STORAGE SPACE LICENSE

1.1 Sponsor agrees to sell and Purchaser agrees to purchase a bicycle storage space ("Bicycle Storage Space") for a purchase price of $_____ ("Purchase Price"). At Closing, Purchaser shall enter into a Bicycle Storage Space License to use the Bicycle Storage Space, the form of which is set forth in Part II of the Plan. A Bicycle Storage Space License shall not be attributable to any particular Bicycle Storage Space, but rather the purchase of a Bicycle Storage Space License will entitle such Purchaser the right to use the Bicycle Storage Room for the storing of one bicycle for each Bicycle Storage Space License purchased.

1.2 The Purchase Price is payable as follows:

(a) $_____ ("Deposit"), due upon Purchaser's signing and delivering this Rider; and

(b) $_____ ("Balance of the Purchase Price"), due upon the delivery of the deed to the Unit.

1.3 Payment by Purchaser of any Deposit or the Balance of the Purchase Price due under this Rider shall be subject to the same terms and conditions set forth in Paragraph 4.2 of the Purchase Agreement.

2. DAMAGE TO THE BICYCLE STORAGE SPACE AREA

If there is a fire or other casualty to the Bicycle Storage Room and Sponsor does not elect to repair or restore the Bicycle Storage Room following such fire or casualty, then the Purchase Agreement shall be deemed modified to provide for the closing of title with respect to the Unit only. In such event, the Purchase Price shall be reduced by the amount of the Purchase Price allocated to the Bicycle Storage Space.

3. WITHDRAWAL OF BICYCLE STORAGE SPACES

As set forth in the Plan, Sponsor reserves the right to withdraw the offering of the Bicycle Storage Spaces. The withdrawal of the offering of the Bicycle Storage Spaces will be disclosed by

Sponsor in an amendment to the Plan and Purchaser shall only be relieved of Purchaser's obligation to purchase the Bicycle Storage Space, but shall remain obligated to purchase the Unit. At Closing, Purchaser will receive a credit against the Balance of the Purchase Price equal to the amount allocated to the withdrawn Bicycle Storage Space, to the extent any such money has been delivered to Sponsor.

4. DEFINITIONS

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

5. CONFLICTS

In the event of any inconsistency between the provisions of this Rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

6. FULL FORCE & EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO BICYCLE RIDER]

Purchaser(s):

_____
Purchaser's Signature

_____
Purchaser's Signature

33 Walton Holdings LLC

By: _____
Sponsor's Representative

RIDER TO PURCHASE AGREEMENT

RE: PARKING SPACE

This Rider is made as of _____ between Sponsor, Purchaser and Escrow Agent.

Re: Residential Unit No: ("Unit")
The 37 Walton Street Condominium
37 Walton Street
Brooklyn, NY 11206 ("Condominium")

1. PARKING SPACE LICENSE

1.1 Sponsor agrees to sell and Purchaser agrees to purchase parking space # ("Parking Space") for a purchase price of $_____ ("Purchase Price"). At Closing, Purchaser shall enter into a Parking Space License to use the Parking Space, the form of which is set forth in Part II of the Plan.

1.2 The Purchase Price is payable as follows:

(a) $_____ ("Deposit"), due upon Purchaser's signing and delivering this Rider; and

(b) $_____ ("Balance of the Purchase Price"), due upon the delivery of the deed to the Unit.

1.3 Payment by Purchaser of any Deposit or the Balance of the Purchase Price due under this Rider shall be subject to the same terms and conditions set forth in Paragraph 4.2 of the Purchase Agreement.

2. RE-DESIGNATION OF PARKING SPACE

Sponsor reserves the right at or prior to Closing to designate a different Parking Space in lieu of the Parking Space set forth above, provided the new Parking Space is equal to or greater in size and has the same Purchase Price.

3. CONSTRUCTION

Purchaser agrees and accepts that Purchaser will be required to consummate the purchase of the Unit and the Parking Space simultaneously at Closing, even if the construction of the Parking Space Area or the Parking Space is not yet completed and access to the Parking Space by Purchaser is not yet available. The issuance of a TCO or PCO for the Parking Space Area is not a prerequisite that must occur before Sponsor may require the closing of title to the Unit and the Parking Space. [In such event, the proceeds from the sale of the Parking Space will be held in escrow ("Parking Space Escrow") until such time as access to the Parking Space Area and Parking Space is made available to Purchaser by Sponsor. The Parking Space Escrow will not be held in an interest-

bearing escrow account, and therefore Purchaser will earn no interest on the Parking Space Escrow.]

4. DAMAGE TO THE PARKING SPACE AREA

If there is a fire or other casualty to the Parking Space Area and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Purchase Agreement shall be deemed modified to provide for the Closing of Title with respect to the Unit only. **[**In such event, the Balance of the Purchase Price of the Unit shall be reduced by the amount of the Deposits paid pursuant to the terms of this Rider.]

5. ADDITIONAL COMMON CHARGES

In addition to the Purchase Price of the Parking Space, Purchaser shall pay its pro-rata share of the projected costs incurred by the Condominium attributable to operation of the Parking Space Area, including without limitation labor, electricity, insurance, management fee, cleaning, maintenance, and/or other associated costs, to the extent applicable ("Parking Space License Fees"). The Parking Space License Fees shall be payable and collected in the same manner as Common Charges. Purchaser hereby expressly acknowledges and agrees that failure to pay its share of the Parking Space License Fees will be treated by the Condominium Board in the same manner as failure to pay Common Charges.

6. PERSONAL PROPERTY

Purchaser acknowledges and accepts that the Parking Space License is being considered personal property for the purposes of the Purchase Agreement and accordingly, is not mortgageable, insurable for title insurance purposes, or otherwise subject to the imposition of transfer taxes. In the event that the transfer taxes are imposed on the sale of the Parking Space License, payment of such taxes shall be the obligation of Purchaser. This provision shall survive Closing.

7. DEFINITIONS

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

8. CONFLICTS

In the event of any inconsistency between the provisions of this Rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

9. FORCE MAJEURE

Notwithstanding anything set forth in this Rider to the contrary, the provisions of this Rider are subject in their entirety to the section of the Purchase Agreement entitled "Force Majeure," which

shall apply with respect to any obligations or undertakings required by Sponsor pursuant to this Rider.

10. FULL FORCE AND EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

11. COUNTERPARTS

This Rider may be executed in any number of original, email, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Rider.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO BICYCLE RIDER]

Purchaser(s):

_____
Purchaser's Signature

_____
Purchaser's Signature

33 Walton Holdings LLC

By: _____
Sponsor's Representative

DOCUMENT NUMBER 3

NEW YORK STATE AND NEW YORK CITY TAX FORMS

New York State
Real Estate Transfer Tax Return
Credit Line Mortgage Certificate (TP-584)

and

New York Department of Finance
Real Property Transfer Tax Return (RPT)

Finance

NYC-RPT

Form and Instructions

What's inside?

Form NYC-RPT (Real Property Transfer Tax Return). Pages 1 - 11

Smoke Detector Affidavit for one-and two-family dwellings. Page 12

Instructions for Form NYC-RPT. Pages 13 - 17

What is the Tax Rate? Page 14

Who is exempt from the transfer tax? Page 16

What is the filing fee? Page 16

Where and when do I have to file? Page 17

Use this application only if filing a Property Transfer Tax Return for Staten Island. All other boroughs must file via ACRIS at nyc.gov/finance

New York City Department of Finance

Revised 04.06.2015

NEW YORK CITY DEPARTMENT OF FINANCE

NYC - RPT

Finance

REAL PROPERTY TRANSFER TAX RETURN

(Pursuant to Title 11, Chapter 21, NYC Administrative Code)

Instructions: If you are filing this form as part of a Non-Recorded Transfer, mail your completed RPT form to: **NYC Dept. of Finance, Non-Recorded RPTT Return Processing, 66 John Street, 13th Floor, New York, NY 10038.** See Instructions on page 17 of this form for further details.

▲ DO NOT WRITE IN THIS SPACE ▲
FOR OFFICE USE ONLY

GRANTOR

● Name

● Grantor is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantor is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

SINGLE MEMBER EIN OR SSN

GRANTEE

● Name

● Grantee is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantee is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

SINGLE MEMBER EIN OR SSN

PROPERTY LOCATION

LIST EACH LOT SEPARATELY. ATTACH A RIDER IF ADDITIONAL SPACE IS REQUIRED

● Address (number and street)	Apt. No.	Borough	Block	Lot	# of Floors	Square Feet	● Assessed Value of Property

● DATE OF TRANSFER TO GRANTEE: _____ ● PERCENTAGE OF INTEREST TRANSFERRED: _____%

CONDITION OF TRANSFER. See Instructions

● Check (✓) all of the conditions that apply and fill out the appropriate schedules on pages 5-11 of this return. Additionally, Schedules1 and 2 **must** be completed for all transfers.

a. ☐.....Arms length transfer
b. ☐.....Transfer in exercise of option to purchase
c. ☐.....Transfer from cooperative sponsor to cooperative corporation
d. ☐.....Transfer by referee or receiver (complete Schedule A, page 5)
e. ☐.....Transfer pursuant to marital settlement agreement or divorce decree (complete Schedule I, page 9)
f. ☐.....Deed in lieu of foreclosure (complete Schedule C, page 6)
g. ☐.....Transfer pursuant to liquidation of an entity (complete Schedule D, page 6)
h. ☐.....Transfer from principal to agent, dummy, strawman or conduit or vice-versa (complete Schedule E, page 7)
i. ☐.....Transfer pursuant to trust agreement or will (attach a copy of trust agreement or will)
j. ☐.....Gift transfer not subject to indebtedness
k. ☐.....Gift transfer subject to indebtedness
l. ☐.....Transfer to a business entity in exchange for an interest in the business entity (complete Schedule F, page 7)
m. ☐.....Transfer to a governmental body
n. ☐.....Correction deed
o. ☐.....Transfer by or to a tax exempt organization (complete Schedule G, page 8).
p. ☐.....Transfer of property partly within and partly without NYC
q. ☐.....Transfer of successful bid pursuant to foreclosure
r. ☐.....Transfer by borrower solely as security for a debt or a transfer by lender solely to return such security
s. ☐.....Transfer wholly or partly exempt as a mere change of identity or form of ownership. Complete Schedule M, page 9)
t. ☐.....Transfer to a REIT or to a corporation or partnership controlled by a REIT. (Complete Schedule R, pages 10 and 11)
u. ☐.....Other transfer in connection with financing (describe): _____
v. ☐.....A grant or assignment of a leasehold interest in a tax-free NY area
w. ☐.....Other (describe): _____

● TYPE OF PROPERTY (✓)

a. ☐ ..... 1-3 family house
b. ☐ ..... Individual residential condominium unit
c. ☐ ..... Individual cooperative apartment
d. ☐ ..... Commercial condominium unit
e. ☐ ..... Commercial cooperative
f. ☐ ..... Apartment building
g. ☐ ..... Office building
h. ☐ ..... Industrial building
i. ☐ ..... Utility
j. ☐ ..... OTHER. (describe):

_____

● TYPE OF INTEREST (✓)

Check box at LEFT if you intend to record a document related to this transfer. Check box at RIGHT if you do not intend to record a document related to this transfer.

	REC.		NON REC.
a.	☐	Fee	☐
b.	☐	Leasehold Grant	☐
c.	☐	Leasehold Assignment or Surrender	☐
d.	☐	Easement	☐
e.	☐	Subterranean Rights	☐
f.	☐	Development Rights	☐
g.	☐	Stock	☐
h.	☐	Partnership Interest	☐
i.	☐	OTHER. (describe):	☐

_____

SCHEDULE 1 - DETAILS OF CONSIDERATION

COMPLETE THIS SCHEDULE FOR ALL TRANSFERS AFTER COMPLETING THE APPROPRIATE SCHEDULES ON PAGES 5 THROUGH 11. ENTER "ZERO" ON LINE 11 IF THE TRANSFER REPORTED WAS WITHOUT CONSIDERATION.

1. Cash	● 1.		
2. Purchase money mortgage	● 2.		
3. Unpaid principal of pre-existing mortgage(s)	● 3.		
4. Accrued interest on pre-existing mortgage(s)	● 4.		
5. Accrued real estate taxes	● 5.		
6. Amounts of other liens on property	● 6.		
7. Value of shares of stock or of partnership interest received	● 7.		
8. Value of real or personal property received in exchange	● 8.		
9. Amount of Real Property Transfer Tax and/or other taxes or expenses of the grantor which are paid by the grantee	● 9.		
10. Other (describe):_____	● 10.		
11. **TOTAL CONSIDERATION** (add lines 1 through 10 - must equal amount entered on line 1 of Schedule 2) (see instructions)	● 11.	$	

See instructions for special rules relating to transfers of cooperative units, liquidations, marital settlements and transfers of property to a business entity in return for an interest in the entity.

SCHEDULE 2 - COMPUTATION OF TAX

A. **Payment**	Pay amount shown on line 12 - *See Instructions*	Payment Enclosed	

1. Total Consideration (from line 11, above)	● 1.		
2. Excludable liens (see instructions)	● 2.		
3. Consideration (Line 1 less line 2)	● 3.		
4. Tax Rate (see instructions)	● 4.		%
5. Percentage change in beneficial ownership (see instructions)	● 5.		%
6. Taxable consideration (multiply line 3 by line 5)	● 6.		
7. Tax (multiply line 6 by line 4)	● 7.		
8. Credit (see instructions)	● 8.		
9. Tax due (line 7 less line 8) (if the result is negative, enter zero)	● 9.		
10. Interest (see instructions)	● 10.		
11. Penalty (see instructions)	● 11.		
12. **Total Tax Due** (add lines 9, 10 and 11)	● 12.	$	

SCHEDULE 3 - TRANSFERS INVOLVING MULTIPLE GRANTORS AND/OR GRANTEES

NOTE If additional space is needed, attach copies of this schedule or an addendum listing all of the information required below.

GRANTOR(S)

● Name

● Grantor is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantor is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER ___ - ___ - ____

OR

EMPLOYER IDENTIFICATION NUMBER ___ - ____

SINGLE MEMBER EIN OR SSN ____

● Name

● Grantor is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantor is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER ___ - ___ - ____

OR

EMPLOYER IDENTIFICATION NUMBER ___ - ____

SINGLE MEMBER EIN OR SSN ____

GRANTEE(S)

● Name

● Grantee is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantee is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER ___ - ___ - ____

OR

EMPLOYER IDENTIFICATION NUMBER ___ - ____

SINGLE MEMBER EIN OR SSN ____

● Name

● Grantee is a(n): (check one) ☐ individual ☐ partnership (see instructions) ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other_____ | Telephone Number

● Permanent mailing address after transfer (number and street)

● City and State | Zip Code

● Single member's name if grantee is a single member LLC (see instructions)

SOCIAL SECURITY NUMBER ___ - ___ - ____

OR

EMPLOYER IDENTIFICATION NUMBER ___ - ____

SINGLE MEMBER EIN OR SSN ____

GRANTOR'S ATTORNEY

Name of Attorney	Telephone Number
	( )

Address (number and street)	City and State	Zip Code

EMPLOYER IDENTIFICATION NUMBER ___ - ___ **OR** SOCIAL SECURITY NUMBER ___ - ___ - ___

GRANTEE'S ATTORNEY

Name of Attorney	Telephone Number
	( )

Address (number and street)	City and State	Zip Code

EMPLOYER IDENTIFICATION NUMBER ___ - ___ **OR** SOCIAL SECURITY NUMBER ___ - ___ - ___

CERTIFICATION

I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

GRANTOR

Sworn to and subscribed to

before me on this _____ day

of _____, _____.

_____
Signature of Notary

Notary's stamp or seal

_____
EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

_____
Name of Grantor

_____
Signature of Grantor

GRANTEE

Sworn to and subscribed to

before me on this _____ day

of _____, _____.

_____
Signature of Notary

Notary's stamp or seal

_____
EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

_____
Name of Grantee

_____
Signature of Grantee

GRANTEE: To ensure that your property and water/sewer tax bills are sent to the proper address, please visit the Finance website at nyc.gov/finance. If you do not have internet access, call 311.

SCHEDULE A - TRANSFER BY REFEREE OR RECEIVER

NOTE The consideration for a transfer by a referee or receiver under foreclosure or execution is the amount bid for the property or economic interest therein and the costs paid by the purchaser, plus the amount of any pre-existing mortgages, liens or other encumbrances remaining on the property after the transfer, whether or not the underlying indebtedness is assumed.

1. Was this transfer the result of a court ordered sale pursuant to foreclosure or execution? (✓) ..... ☐ YES ☐ NO
If "YES," complete lines 2a through 2f below. If "NO," complete line 3 below.

2a. Status of grantee: (✓)
☐ Nominee of plaintiff ☐ Plaintiff in foreclosure action ☐ Assignee of plaintiff ☐ Transferee of successful bidder
☐ Other (describe): _____

2b. Priority of mortgage foreclosed upon: ☐ first ☐ second ☐ third or other

2c. Amount of foreclosure judgment .....2c. $ _____

2d. Price bid by grantee (enter here and on Schedule 1. See instructions) .....2d.	$	
2e. Costs paid by grantee (enter here and on line 10, Schedule 1).....2e.	$	
2f. Amount of remaining mortgages, liens or other encumbrances (enter here and on Schedule 1. See instructions) .....2f.	$	

3. If the answer to line 1 above is "NO", state the reason for this transfer:_____

_____

_____

SCHEDULE B - TRANSFER OF SHARES OF STOCK IN A COOPERATIVE HOUSING CORPORATION

A. Name and address of cooperative housing corporation: _____

_____ Zip Code: _____

B. 1) Is this an initial transfer of shares from either a cooperative housing corporation or a sponsor? (✓) ☐ YES ☐ NO

2) If "YES," enter the date the NYC Real Property Transfer Tax was paid on the transfer of land and/or building to the cooperative housing corporation ..... MONTH ____ DAY ____ YEAR ____

If this initial transfer is more than 2 years from the above date, enter the date the first of these initial transfers was made ..... MONTH ____ DAY ____ YEAR ____

C. Is this a transfer of an individual unit in a housing company organized and operating pursuant to the provisions of articles two, four, five, or eleven of the Private Housing Finance Law? (✓) ☐ YES ☐ NO

If "YES," you are not subject to the Real Property Transfer Tax. However, you must file a return.

NOTE If you answered "YES," to question B above, you may be entitled to a credit. Complete lines 1 through 4 below.
If you answered "NO," to question B above, you are not entitled to a credit.

CREDIT CALCULATION

1. Enter the amount of NYC Real Property Transfer Tax paid on conveyance of underlying real property to cooperative housing corporation .....1.	$	
2. Enter the number of shares transferred in this transaction .....2.		
3. Enter the total number of outstanding shares of the cooperative housing corporation including any shares held by the corporation .....3.		
4. Amount of credit (divide line 2 by line 3 and multiply the result by line 1. Enter here and on line 8, Schedule 2) .....4.	$	

SCHEDULE C - TRANSFER IN LIEU OF FORECLOSURE

NOTE A conveyance by a defaulting mortgagor to the mortgagee (or to a nominee or assignee of the mortgagee) in consideration of the cancellation of the mortgage debt is taxable. The consideration is the amount of the outstanding mortgage debt and unpaid accrued interest, plus the amount of any other mortgages, liens or encumbrances remaining on the property or economic interest or the underlying real property after the transfer, whether or not the underlying indebtedness is assumed and irrespective of whether the cancellation of the mortgage was recorded.

1. Status of grantee: (✓)

☐ Mortgagee ☐ Nominee of mortgagee ☐ Assignee of mortgagee

☐ Other (describe):_____

2. Priority of mortgage in default: ☐ first ☐ second ☐ third or other

3. Amount of debt owed by grantor to mortgagee at time of transfer:		
a. Outstanding principal (enter here and on line 3 of Schedule 1) .....3a.	$	
b. Accrued interest (enter here and on line 4 of Schedule 1) .....3b.	$	
4. Amount of mortgages, liens or other encumbrances remaining on the real property or economic interest therein after the transfer (enter here and on Schedule 1. See instructions).....4.	$	

SCHEDULE D - TRANSFER PURSUANT TO PARTIAL OR COMPLETE LIQUIDATION OF CORPORATION, PARTNERSHIP OR OTHER ENTITY

SEE INSTRUCTIONS AND SCHEDULE M.

NOTE A distribution of real property or an economic interest therein within 12 months of liquidation of the distributing entity is presumed to be a distribution in liquidation. *Attach a balance sheet reflecting the grantor's assets and liabilities at the time of the liquidation.*

COMPUTATION OF TAX BASE

1. Fair market value of real property or economic interest therein at the time of liquidation.....1.	$	
2. Amount of mortgages or other liens or encumbrances on real property or economic interest therein.....2.	$	
3. Tax base: Compare line 1 and line 2, enter the greater of the two here and on line 11, Schedule 1 .....3.	$	

IF, PURSUANT TO THE INSTRUCTIONS, YOU ARE FILING MORE THAN ONE SCHEDULE D, IDENTIFY THE PROPERTY THAT THIS SCHEDULE D REFERS TO.

BOROUGH	BLOCK	LOT	ADDRESS	FAIR MARKET VALUE

SCHEDULE E - TRANSFER BY OR TO AN AGENT, DUMMY, STRAWMAN OR CONDUIT

NOTE A transfer from an agent, dummy, strawman or conduit to a principal or from a principal to an agent, dummy, strawman or conduit is exempt from the Real Property Transfer Tax. Complete questions 1 through 8 below to establish the claim of exemption.

1. Name and address of party from whom the property or economic interest was acquired by grantor.

   Name: _____

   Address: _____
   NUMBER AND STREET CITY STATE ZIP CODE

2. Date of acquisition: | | | |

3. Is this conveyance either a transfer from an agent to a principal or from a principal to an agent? (✓) ..... ☐ YES ☐ NO
   If "YES," attach a copy of agency agreement or affidavit of explanation.

4. Amount of Real Property Transfer Tax paid upon acquisition by grantor..... | | |

5. Is this transfer part of a transfer to and from a corporation for the sole purpose of acquiring mortgage financing? (✓). ☐ YES ☐ NO

6. Is this transfer to a dummy, strawman, or conduit from a principal or vice versa? (✓) ..... ☐ YES ☐ NO

7. If this is a transfer to an agent, dummy, strawman, or conduit, is the grantee actively engaged in a business? (✓)..... ☐ YES ☐ NO

8. If the answers to questions 3, 5, 6 and 7 above are all "NO," describe the relationship of the grantor and the grantee and the purpose of the transfer:

   _____

   _____

   _____

   _____

SCHEDULE F - TRANSFER TO BUSINESS ENTITY IN RETURN FOR AN INTEREST IN THE BUSINESS ENTITY

SEE SCHEDULE M AND INSTRUCTIONS.

NOTE A transfer of property or an economic interest therein to a corporation in exchange for shares of its capital stock may be taxable, even where there is no simultaneous exchange of shares of stock for the real property or economic interest therein, if the transfer is part of a plan to form a corporation for the purpose of holding the property or economic interest therein. A transfer to a partnership as a contribution of partnership assets may be similarly taxable.

1. Relationship of grantee to grantor(s) immediately after the transfer: (✓)

   ☐ Corporation wholly owned by grantor(s)
   ☐ Partnership consisting wholly of grantor(s)
   ☐ Corporation owned by grantor(s) and other(s)
   ☐ Partnership consisting of grantor(s) and other(s)
   ☐ Other (describe): _____

2. If this transfer has more than one grantor, state the percentage of interest transferred by each grantor. (If the grantor is a partnership or limited partnership, state the percentage of interest transferred by each individual partner or limited partner.)

Name of Grantor/Partnership	Percentage of interest
	%
	%
	%

3. Date of formation of grantee business	3.	
4. Fair market value of the real property or economic interest therein at time of transfer	4.	$
5. Basis used for depreciation of the real property on federal tax return by the grantor before this transfer	5.	
6. Basis to be used for depreciation of the real property on federal tax return by the grantee after this transfer	6.	
7. Amount of mortgages, liens or encumbrances on the real property transferred	7.	$
8. Other consideration received from the business entity (attach schedule)	8.	$
9. Value of shares of stock or partnership interest received in exchange for the real property or interest therein (line 4 less the sum of lines 7 and 8) (enter here and on line 7, Schedule 1)	9.	$

SCHEDULE G - TRANSFER BY OR TO A TAX EXEMPT ORGANIZATION

NONPROFIT ORGANIZATIONS PLEASE REFER TO THE INSTRUCTIONS "EXEMPTIONS FROM THE TRANSFER TAX"

NOTE A transfer by or to an eligible tax exempt organization is exempt from the Real Property Transfer Tax. To be eligible, an organization must be operated exclusively for religious, charitable or educational purposes and must provide proof of the organization's tax exempt status. If claiming tax exempt status, please answer questions 1 and 2. Additionally, the organization must provide copies of any letters granting an IRS or New York State sales tax exemption or New York City exemption and ATTACH AN AFFIDAVIT stating whether such an exemption remains in effect.

1. Is the grantor or grantee an organization exempt from taxation pursuant to IRS Code Section 501(c)(3)? (✓)..... ☐ YES ☐ NO
   If "YES", attach a copy of of the letter from the U. S. Treasury Department granting the exemption.
2. Has the grantor or grantee received an exemption from sales tax from the NYS Department of Taxation and Finance? (✓) .. ☐ YES ☐ NO
   If "YES", attach a copy of the letter from the NYS Department of Taxation and Finance granting the exemption.

SCHEDULE H - TRANSFER OF CONTROLLING ECONOMIC INTEREST

A. Indicate name, address and Employer Identification Number (EIN) of entity with respect to which a controlling economic interest has been transferred:

Name : _____

Address: _____
NUMBER AND STREET CITY STATE ZIP CODE

Employer Identification Number: ☐☐ - ☐☐☐☐☐☐☐

NOTE If the real property that is the subject of this transfer is owned by an entity other than the entity listed above, check (✓) the box and attach a schedule listing the name, address and Employer Identification Number of the entity. ..... ☐

B. Total percentage of economic interest transferred in this transaction	B.	%
C. Total percentage of economic interest transferred by this grantor(s) or others in related transfers or pursuant to plan (including this transaction)	C.	%
D. Total percentage of economic interest transferred by this grantor(s) or others within the preceding three years (including this transaction)	D.	%
E. Total percentage of economic interest acquired by this grantee(s) or others in related transfers or pursuant to plan (including this transaction)	E.	%
F. Total percentage of economic interest acquired by this grantee(s) or others within the preceding three years (including this transaction)	F.	%

NOTE If any of the above percentages is 50% or more, complete lines 1 and 2 below and Schedules 1 and 2. Attach a rider explaining apportionment of consideration.

COMPUTATION OF CONSIDERATION

1. Total consideration for this transfer	1.	$	
2. Amount apportioned to item of NYC real property or interest therein (see instructions)	2.	$	

SCHEDULE I - TRANSFERS PURSUANT TO A SEPARATION AGREEMENT, MARITAL SETTLEMENT AGREEMENT OR DIVORCE DECREE

NOTE The consideration for a transfer pursuant to a separation agreement, marital settlement agreement or divorce decree includes the value of any marital rights exchanged for the property or economic interest as well as any other types of consideration paid by the grantee for the transfer. The consideration **will be presumed to be equal to the fair market value of the portion of the property or interest transferred,** unless you establish the consideration to be a different amount.

1. What was the fair market value of property at the time of transfer? ..... $ _____

2. Is the property a 1, 2 or 3 family house, residential condominium or residential cooperative apartment? .. ☐ YES ☐ NO

   If yes, was there a mortgage on the property at the time of transfer? ..... ☐ YES ☐ NO

   If yes, what was the balance due? (Enter also on Schedule 2, line 2) ..... $ _____

3. What was the Grantor's percentage of ownership at the time of the transfer? ..... _____%
   If the transfer was between husband and wife jointly as Grantor and either husband or wife individually as Grantee it is presumed that the percentage of ownership transferred will be 50% unless the deed specifies another percentage.

4. ***Rebuttable Presumption of Fair Market Value:*** if the marital settlement agreement, separation agreement or divorce decree specifies a value for the portion of the property or interest transferred that is different from fair market value, enter that value here. You may choose to submit relevant portions of your separation agreement, marital settlement agreement or divorce decree, or any other information in support of the value attributed to the transferred property if you have evidence that the consideration was other than fair market value ..... $ _____

PLEASE LIST AND ATTACH ANY ADDITIONAL INFORMATION SUBMITTED

SCHEDULE M - MERE CHANGE OF FORM TRANSFERS

For transfers occurring on or after June 9, 1994, a transfer that represents a mere change in identity or form of ownership or organization is not taxable to the extent the beneficial ownership of the real property or economic interest therein remains the same. *(See instructions)* ATTACH COPIES OF ALL RELEVANT DOCUMENTS.

- For each person or entity who, prior to the transaction being reported on this Schedule M, owned a beneficial interest in the property or economic interest therein transferred, report above the percentage of beneficial interest in that real property or economic interest therein owned by that owner before and after the transfer, and describe the relationship of each beneficial owner to the grantor and grantee. Attach additional pages, if necessary.
- If, for any owner, the amount reported in column D is less than the amount reported in column E, enter zero in column F.

A 1. NAME OF BENEFICIAL OWNER	B (attach rider if necessary) RELATIONSHIP TO GRANTOR	C RELATIONSHIP TO GRANTEE	D PERCENTAGE INTEREST BEFORE	E PERCENTAGE INTEREST AFTER	F CHANGE *D minus E*
			%	%	
2. TOTAL CHANGE *(total of column F) Enter here and on Schedule 2, line 5.*					

SCHEDULE R - REAL ESTATE INVESTMENT TRUST TRANSFERS

Real Estate Investment Trust Transfers ("REIT Transfers") are taxed at one-half of the otherwise applicable rate. (NYC Administrative Code Section 11-2102(e)) **Attach a copy of the prospectus to Form NYC-RPT and write "REIT Transfer" on the top of the first page of Form NYC-RPT.** If you are filing Form NYC-RPT reporting a REIT Transfer that qualifies as a mere change in identity or form of ownership or organization, you must also complete Schedule M.

General Information

REIT TRANSFER

A REIT Transfer is any deed or other instrument or transaction conveying or transferring real property or an economic interest in real property to a Real Estate Investment Trust as defined in Section 856 of the Internal Revenue Code (a 'REIT"), or to a partnership or corporation in which a REIT owns a controlling interest immediately following the transaction and any issuance or transfer of an interest in a REIT or in such a partnership or corporation in connection with such a transaction, provided either:

1. the transaction occurs on or after June 9, 1994 in connection with the initial formation of the REIT and conditions 1(a), 2 and 3 below are met, or

2. the transaction occurs on or after July 13, 1996 and before September 1, 2002 (or after August 30, 2002 if the transfer is made pursuant to a binding written contract entered into before September 1, 2002, with a REIT or a partnership or corporation in which the REIT owns a controlling interest, and the date of execution of that contract is confirmed by independent evidence satisfactory to the Department), and conditions 1 (b) and 2 below are met.

For a definition of "controlling interest", see General Information for Form NYC-RPT, "Imposition of Tax."

CONDITIONS

1a. The value of the ownership interests in the REIT or in the partnership or corporation controlled by the REIT received by the grantor as consideration for the transaction must be equal to 40 percent or more of the excess of the value of the total consideration received over the amount of mortgages and other liens and encumbrances on the property or on the grantor's economic interest in the property, other than mortgages and other liens and encumbrances created in contemplation of the formation of the REIT.

b. This condition is the same as Condition 1(a), except that the value of the ownership interests received as consideration must be equal to at least 50 percent rather than 40 percent of the excess of the total consideration received over mortgages and other liens and encumbrances on the property or economic interest transferred excluding mortgages and other liens or encumbrances created in contemplation of the transaction reported on this Schedule R.

Use the worksheet on the following page of this Schedule to make this determination.

2. The interests in the REIT or in the partnership or corporation controlled by the REIT may not be transferred by the grantor or owners of the grantor within two years following the date of the transaction other than transfers within the two-year period resulting from the death of an individual grantor or owner of a grantor.

3. At least 75 percent of the cash proceeds of the initial public offering of REIT shares must be used for the following:

   a. payments on loans secured by an interest in the real property or an economic interest therein owned directly or indirectly by the REIT, or payments into reserves therefor;

   b. capital improvements to real property owned directly or indirectly by the REIT, or payments into reserves therefor;

   c. brokerage fees and commissions, professional fees and payments to or on behalf of a tenant as an inducement to enter into a lease or sublease of real property owned directly or indirectly by the REIT, or payments into reserves therefor; or

   d. payments to acquire real property or an economic interest therein other than an acquisition that would qualify as a REIT Transfer without regard to this condition 3.

If condition 2 or 3, where applicable, ceases to be met after this Schedule R is filed, an amended Form NYC-RPT must be filed and any additional tax due must be paid.

WORKSHEET FOR CONDITIONS 1(a) and 1(b)

1. Add lines 1, 2, 7, 8, 9 and 10 from Form NYC-RPT, Schedule 1 and enter total here ..... **1.** $ _____

2 a. Enter total number of REIT shares received ..... **a.** _____

b. Enter maximum number of REIT shares into which ownership interests may be converted ..... **b.** _____

c. Add lines a and b ..... **c.** _____

d. Enter offering price per share of REIT shares on the date of the transaction reported ..... **d.** _____

e. Multiply line 2c by line 2d ..... **e.** _____

f. Enter value of ownership interests received not convertible into REIT shares ..... **f.** _____

g. Add lines e and f ..... **2g.** _____

3. Multiply line 1 by .40 for condition 1(a) or .50 for condition 1(b) ..... **3.** _____

- If line 3 is greater than line 2g, the transaction does not qualify as a REIT transfer. DO NOT FILE THIS SCHEDULE. You must file Form NYC-RPT and compute your tax due on Schedule 2.
- If line 3 is less than or equal to line 2g, the transaction will qualify as a REIT Transfer, provided the other conditions are met. You should complete Form NYC-RPT substituting on line 4 of Schedule 2:
  - **.5%** instead of 1%;
  - **.7125%** instead of 1.425%;
  - **1.3125%** instead of 2.625%

SEE INSTRUCTIONS TO DETERMINE WHICH TAX RATE APPLIES

Instructions for Completing Worksheet

LINE 1

Where the value of the underlying property transferred or interest therein is used in determining the consideration for a REIT Transfer, you may, but are not required to, report as the value of the real property or interest therein (Form NYC-RPT, Schedule 1, line 7), the estimated market value as determined by the Department of Finance as reflected on the most recent Notice of Assessment issued by the Department. *(See Statements of Audit Procedure 93-2-GCT/RPTT, 3/1/93 and 95-1-GCT/RPTT, 7/28/95)* Add to the amount reported on line 1 the amount of any mortgages and other liens and encumbrances created in contemplation of the formation of the REIT in the case of condition 1(a) or in contemplation of the transaction reported on this Schedule R in the case of condition 1(b).

LINE 2

If the grantor received REIT shares as consideration for the transfer, enter on line 2a the number of REIT shares received. If the grantor received interests in a partnership or corporation controlled by the REIT that may be converted into REIT shares, enter on line 2b the maximum number of REIT shares into which such interests may be converted and attach an explanation of the terms of the conversion. If the grantor received interests that may be converted into REIT shares but you believe that the offering price for the REIT shares into which such interests may be converted is not a proper measurement of the value of the interests received, do not complete line 2b. Instead, attach an explanation of the terms of the conversion and enter on line 2f the fair market value of the interests received. If the grantor received interests in a partnership or corporation controlled by the REIT that cannot be converted into REIT shares at any time, enter on line 2f the fair market value of the interests received. If you enter an amount on line 2f, attach an explanation of the method used for determining the value of the interests received.

Certification

I swear or affirm under penalties of perjury that the grantor has no present intention to transfer or convey the REIT shares or interests in a partnership or corporation controlled by the REIT received by the grantor as consideration in the transaction reported on this Schedule R within two years of the date of the transfer, other than a distribution of such shares or interests to the partners or shareholders of the grantor, and that, to the best of my knowledge, condition 3 above regarding the use of the cash proceeds of the REIT offering will be satisfied, if applicable. I further swear or affirm that I will file an amended Form NYC-RPT and pay any additional tax due if any such transfer or conveyance occurs within such two-year period or if condition 3 above, if applicable, ceases to be met.

GRANTOR

Sworn to and subscribed to before me on this _____ day of _____, _____

_____
Signature of Notary

Notary's stamp or seal

_____
Name of Grantor

_____
Signature of Grantor

GRANTEE

Sworn to and subscribed to before me on this _____ day of _____, _____

_____
Signature of Notary

Notary's stamp or seal

_____
Name of Grantee

_____
Signature of Grantee

AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York
County of } **SS.:**

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

_____ , _____ ,
Street Address **Unit/Apt.**

_____ New York, _____ _____ (the "Premises");
Borough **Block** **Lot**

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

_____ **Name of Grantor** (Type or Print)	_____ **Name of Grantee** (Type or Print)
_____ **Signature of Grantor**	_____ **Signature of Grantee**
Sworn to before me this _____ **date of** _____ **20** _____	**Sworn to before me this** _____ **date of** _____ **20** _____

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

Instructions for Form NYC-RPT

Real Property Transfer Tax Return

IMPORTANT

1. **Always submit pages 1-4 of the return and Smoke Detector Requirement Affidavit . Attach Schedules A through I, Schedule M and Schedule R as required.**
2. **Where the consideration is $400,000 or more, a copy of the Contract of Sale or closing statement must be attached to the return.**
3. **Please file your return at the correct office. See FILING OF RETURN on pages 16 and 17.**
4. **A fee of one hundred dollars ($100) must be paid upon the filing of the form NYC-RPT for those transactions for which the filing of a New York State Real Property Transfer Report (RP-5217NYC) is not required to be filed. Such transactions include, but are not limited to, transfers of co-ops, leaseholds and controlling economic interests.**

IMPOSITION OF TAX

The tax is imposed on conveyances of real property or interests therein, on certain grants, assignments or surrenders of leasehold interests, on transfers of controlling economic interests in real property and on all transfers of shares of stock in a cooperative housing corporation or an entity formed for the purpose of cooperative ownership of real property when the consideration as entered on Schedule 2, Computation of Tax, line 3 exceeds $25,000.

An ***economic interest*** in real property means:

- the ownership of shares of stock in a corporation which owns or leases real property;
- the ownership of an interest or interests in a partnership, association, or other unincorporated entity which owns or leases real property; and
- the ownership of a beneficial interest or interests in a trust which owns or leases real property.

A ***controlling interest*** in the case of a *corporation* means:

- 50% or more of the total combined voting power of all classes of stock of the corporation; or
- 50% or more of the total fair market value of all classes of stock of the corporation.

A ***controlling interest*** in the case of a ***partnership, association, trust or other unincorporated entity*** means:

- 50% or more of the capital, profits or beneficial interest in the partnership, association, trust or other unincorporated entity.

NAME AND ADDRESS BOX

Print or type the names, addresses, and social security or employer identification numbers of the grantor and grantee as they appear in your deed, lease, or other instrument that conveys the interest in real property. If the grantor or grantee is a single member LLC, enter the names and identification numbers (SSN and/or EIN) for both the LLC and the single member. If the conveyance is pursuant to a mortgage foreclosure or any other action governed by the Real Property Actions and Proceedings Law, the defaulting mortgagor or debtor is the grantor. If this transaction includes more than one grantor or grantee, complete Schedule 3 and provide the requested information for all such grantors or grantees that are not listed on page 1 of this form. For any grantor and grantee that is a partnership or a multiple member LLC, provide the requested information for each general partner or member (name and SSN/EIN) in a supporting document with a separate page for each partnership or LLC, including the name of the partnership or LLC. If the social security number or employer identification number is not provided for each grantor and grantee, the general partners of a partnership or members of an LLC which is either a grantor or grantee, or the single member of single member LLC, attach an affidavit attesting to the reasons that information is missing.

PROPERTY LOCATION

Enter the location of the property that is transferred or the location of the property in which an economic interest is transferred. If the transfer involves more than one property, list the properties separately. Attach additional sheets if necessary.

CONDITION OF TRANSFER - Check all boxes that apply

g. Check here if the transfer was pursuant to a partial or complete liquidation of a corporation, partnership or other entity. See instructions for Schedule D.

k. A gift of real property (or an interest therein) that is subject to indebtedness may be subject to tax because the indebtedness is deemed to be consideration for the transfer. However, see instructions for Schedule 2, line 2, transfers of interests in residential property on or after August 28, 1997.

o. Nonprofit organizations should see instructions, page **17** for information on exemption from Real Estate Tax and related charges.

v. Check this box if the conveyance involved the grant or assignment of a leasehold interest in real property located in a tax-free New York area to an approved business participating in the START-UP NY program. These transfers are exempt from the New York City Real Property Transfer Tax. See NYS Tax Law §39(g) and New York State Tax Form TP-584-SNY.

Type of Property

Check the type of property that is transferred or in which an interest is transferred.

Type of Interest

For any transfer where you intend to record a deed or other document you should check the relevant box at the left and file your return pursuant to the instructions on pages 16 and 17 of this booklet.

If you are not recording a deed or other document in connection with this transaction, check the box at the right and file your return with the New York City Department of Finance, Non-Recorded RPTT Return Processing, 66 John Street, 13th Floor, New York, NY 10038, pursuant to the instructions on pages 16 and 17 of this booklet.

If this is a transfer of stock in a cooperative housing corporation, complete Schedule B. If this is a transfer of stock or of partnership interests or other controlling economic interest in real property, complete Schedule H.

SCHEDULE 1
DETAILS OF CONSIDERATION

Cooperatives. In the case of a transfer of an individual residential cooperative unit (other than the original transfer of the unit by the cooperative corporation or cooperative plan sponsor) the consideration does not include any portion of the mortgage on the underlying real property. In the case of an original transfer of any cooperative unit, or of a subsequent transfer of a cooperative unit other than an individual residential unit, a proportionate share of any preexisting mortgage(s) on the underlying real property must be included in the consideration. An individual unit that is used for residential purposes by the occupant shall be presumed to be residential unless such residential use is *de minimis*.

Liquidations. In the case of a liquidation of a corporation, partnership, or other entity, if the fair market value of the property or interest therein distributed exceeds the consideration received, such fair market value is the measure of the tax. Enter the amount from Schedule D, line 3 on Schedule 1, line 11.

Marital Transfers. In the case of a transfer pursuant to a separation agreement, marital settlement agreement or divorce decree, consideration will be presumed to be equal to the fair market value of the portion of the property or interest transferred unless you establish the consideration to be a different amount.

If the measure of consideration is fair market value, the fair market value amount should not be reduced by any mortgages on the property. The fair market value amount should be inserted on Line 10 of Schedule 1.

If the measure of consideration is a value for the property that is specified in an agreement or decree, this value should reflect the portion of any mortgage the grantee may have assumed and/or taken subject to rather than reflect only the equity transferred. The specified value should be inserted on Line 10 of Schedule 1. If the specified value does not include mortgages, the mortgage amounts must be added as appropriate on line(s) 2, 3, 4, or 6 of Schedule 1.

In either situation, if the real property is encumbered by any mortgages that qualify as excludible liens, you may deduct the percentage of any excludible liens equal to the percentage of the interest in the real property that is transferred on Line 2 of Schedule 2.

In addition, you must complete Schedule I.

Transfers to Business Entities. In the case of a transfer of property or interest therein to a business entity in exchange for an interest in the entity, the value of such interest in the entity is equal to the fair market value of the property or interest therein less the amount of mortgages, liens or encumbrances thereon. (See Schedules F and M)

SCHEDULE 2
COMPUTATION OF TAX

PAYMENT -
If the real property is located in Staten Island (Richmond County), make check or money order payable to: **Richmond County Clerk.**

For real property not located in Staten Island, make check or money order payable to: **NYC Department of Finance.**

LINE 1 - Total Consideration
Enter the amount from line 11, Schedule1, page 2.

LINE 2 - Excludible liens- Transfers involving certain residential property or interest therein
With certain exceptions, the amount of mortgages, liens or encumbrances is excluded from consideration for the transfer on or after August 28, 1997 of a one-, two-, or three-family house, an individual residential cooperative apartment or individual residential condominium unit, or economic interest in such property if the mortgage, lien or encumbrance existed before the date of the transfer and remains on the property or interest after the date of the transfer. This provision does not apply to any mortgage, lien or encumbrance placed on the property or interest in connection with, or in anticipation of, the transfer, or by reason of deferred payments of the purchase price. This exclusion also does not apply to a transfer to a mortgagee, lienor or encumbrancer of the property or interest, or to a qualifying real estate investment trust transfer. Recently adopted rules govern the application of the exclusion. Under the rules, an existing mortgage will be excluded in all transfers pursuant to gifts or divorce. In any other transfer, an examination time period beginning six months prior to, and ending three months after, the transfer is established. Mortgages placed on the property or discharged outside that time period will be excluded unless there is documentary evidence that the mortgage was placed or discharged in connection with the transfer. Mortgages placed or discharged within the examination period will be excluded unless the facts and circumstances indicate that the mortgage was placed or discharged in connection with the transfer. Mortgages that are modified will be excluded in all cases except where the modifications occur within the examination period AND result in a change in the identity of the lender PLUS a change of at least ten percent in either the interest rate or term of the mortgage loan. See Title 19 of the Rules of the City of NY §23-03(k) for more information.

Enter on line 2 of Schedule 2 the amount of any mortgage, lien or encumbrance included in the amount entered on line 3 of Schedule 1 that is eligible for the exclusion described above.

NOTE: *You may not enter any amount online 2 if you have not checked box a, b or c under "Type of Property" on page 2 of Form NYC-RPT or you HAVE checked box d, f, q or t under "Condition of Transfer".*

LINE 4 - Tax Rate

Insert the appropriate tax rate based on the consideration on line 3. Note: the tax rate is determined after certain liens are excluded but before taking into account the mere change of form exemption. Tax rates depend on the kind of real property that is transferred or is held by the entity whose stock or partnership interest is the subject of this transfer.

Effective for transfers on or after August 1, 1989, the tax rates are as follows:

Certain Residential Property and Interests
1% of the consideration where the consideration is $500,000 or less or 1.425% of the consideration where the consideration is greater than $500,000 in the following instances:

- conveyances where the real property transferred, or the real property in which the economic interest is transferred, is a one-, two-, or three family house, an individual cooperative apartment, an individual residential condominium unit, or an individual dwelling unit in a dwelling which is to be occupied as the residence or home of four or more families living independently of each other; and
- grants, assignments or surrenders of leasehold interests in a one-, two-, or three-

family house, or an individual dwelling unit in a dwelling which is to be occupied or is occupied as the residence or home of four or more families living independently of each other.

An individual condominium that is used for residential purposes by the occupant shall be presumed to be residential, unless such residential use is *de minimis*. (For illustrations, see RCNY Section 23-03(b)(9) and (10).)

Other Transfers

- For all transfers involving property or interests in property other than the residential property specified above, the rate is 1.425% of the consideration where the consideration is $500,000 or less or 2.625% of the consideration where the consideration is greater than $500,000.

LINE 5

If you qualify for the "Mere Change In Form Exemption", enter the percentage from Schedule M, line 2, Column f. If you do not qualify for the Mere Change In Form Exemption, enter 100%.

LINE 7 - Tax

Attach additional schedules 1 and 2 if varying tax rates apply.

LINE 8 - Credit

a. **Liquidations** - If a purchaser acquires a controlling economic interest in a corporation, partnership, association, trust or other entity owning real property in a transaction subject to the Real Property Transfer Tax and within 24 months of such acquisition the entity owning the real property or interest therein is liquidated and the real property or interest therein is conveyed to the purchaser of the controlling economic interest, a credit is available against the transfer tax due on the liquidation in the amount of the transfer tax paid with respect to the original acquisition of the controlling economic interest. In no event shall this credit be greater than the tax payable upon the conveyance in liquidation.

b. **Original Co-op Transfer** - In the case of the original transfer of cooperative housing corporation stock by a cooperative corporation or cooperative plan sponsor in connection with the grant or transfer of a proprietary leasehold, a credit is allowed for a proportionate part of the amount of any tax paid upon the conveyance to the cooperative housing corporation of the land and building or buildings comprising the cooperative dwelling or dwellings. This credit applies only for original transfers of stock by the cooperative housing corporation or cooperative plan sponsor. It does not apply to taxable resales of cooperative housing corporation stock.

No credit is allowed for any tax paid more than 24 months prior to the date on which occurs the first in a series of transfers of shares of stock in the initial offering of cooperative housing corporation shares.

Attach a detailed schedule to support the credit claimed on this line.

LINE 10 - Interest

If the tax is not paid on or before the due date (determined without regard to any extension of time), interest must be paid on the amount of the underpayment from the due date to the date paid. For information as to the applicable rate of interest call *(212) 504-4036*.

LINE 11 - Penalties

a) If you fail to file a return when due, add to the tax 5% for each month or partial month the form is late up to 25%, unless the failure is due to reasonable cause.

b) If you fail to pay the tax shown on the return by the prescribed filing date, add to the tax (less any payments made) 1/2% for each month or partial month the payment is late up to 25%, unless the failure is due to reasonable cause.

c) The total of the additional charges in a) and b) may not exceed 5% for any one month.

SCHEDULE 3

If this transaction includes more than one grantor or grantee, complete this schedule and provide the requested information for all such grantors or grantees that are not listed on page 1 of this form. For any grantor and grantee that is a single member LLC, provide the requested information for the single member (name and EIN or SSN). For any grantor and grantee that is a partnership or multiple member LLC, provide the requested information for each general partner or member (name and SSN) on a supporting document with a separate page for each partnership or LLC, including the name of the partnership or LLC. If the social security number or employer identification number is not provided for each grantor and grantee, the single member of a single member LLC or a general partner of a partnership or a member of a multiple member LLC which is either a grantor or grantee, attach an affidavit attesting to the reasons that information is missing.

SCHEDULE A

Line 2d

If bid price is paid in cash, enter here and on Schedule 1, line 1. If other than cash, enter here and on the appropriate line on Schedule 1.

Line 2f

Enter remaining mortgages, liens or encumbrances here and on Schedule 1, line 3, 4, 5, 6 or 10 as appropriate.

SCHEDULE C

Line 4

Enter remaining mortgages, liens or encumbrances here and on Schedule 1, line 3, 4, 5, 6 or 10 as appropriate.

SCHEDULE D

In a liquidation, the measure of the tax is the greater of fair market value or consideration. The greater of fair market value or consideration, and the applicable rate of tax are determined separately for each parcel of real property or economic interest in a parcel of real property that is distributed in a liquidation. If this transaction involves the distribution in liquidation of more than one such parcel or economic interest, complete a separate Schedule D for each such property or interest. Attach additional schedules 1 and 2 as necessary. (See §23-03 (g) of the rules of the City of New York for examples of calculation of the tax base in liquidations.)

SCHEDULE F

Line 8

If you received other property in exchange for the real property or interest therein that was transferred to the business entity, enter the value of the other property here. If assets other than real property or interests therein were transferred to the business entity in connection with this transaction, the consideration received must be apportioned among the assets transferred. Attach schedule.

SCHEDULE H

If the entity named in A owns assets in addition to real property or interests therein, the consideration subject to tax is deemed equal to the fair market value of the entity's real property or interests therein multiplied by the percentage of the ownership interest that is transferred. See Administrative Code §11-2102(d). Consideration should be entered on Schedule 1 on appropriate lines.

If the entity named in A owns more than one parcel of real property or economic interest therein, the consideration and the applicable rate of tax is determined separately for each parcel of property or economic interest. Attach separate Schedules H, 1 and 2, as necessary.

If any of the percentages in B, C, D, E or F is 50 percent or more, a return must be filed and tax paid with respect to any transaction reflected in items B, C, D, E or F. The tax rate applicable to each item of real property or economic interest therein is based on its proportionate share of the aggregate consideration for all transactions reflected in items B, C, D, E or F.

SCHEDULE M - MERE CHANGE OF FORM TRANSFERS

For transfers occurring on or after June 9, 1994, a transfer that represents a mere change in identity or form of ownership or organization is not taxable to the extent the beneficial ownership of the real property or economic interest therein remains the same. (NYC Administrative Code Section 11-2106 (b) (8)). However, a transfer to a cooperative housing corporation, other than a corporation formed under Articles 2, 4, 5, or 11 of the Private Housing Finance Law, of the property that will comprise the cooperative dwelling will not qualify for this exemption.

The following are types of transfers that may qualify for the mere-change exemption in whole or in part. If you checked condition "g", "i", or "l" on Form NYC-RPT, page 1, the transfer may qualify for this exemption in whole or in part. Transfers other than those listed may also qualify for the exemption in whole or in part.

a. A transfer of property or interest therein to a new or pre-existing corporation in which the owners of the property or interest therein prior to the transfer are shareholders;

b. A transfer of property or interest therein by one wholly-owned subsidiary of a corporation to another wholly-owned subsidiary of the same corporation;

c. A transfer of property or interest therein to a new or pre-existing partnership in which the owners of the property or interest therein prior to the transfer are partners; or

d. A distribution of property or interest therein by a corporation or partnership to its shareholders or partners.

Examples:

1. A transfer of property owned by three individuals as equal tenants-in common to a corporation or partnership in which the same three individuals are equal shareholders or partners will be fully exempt as a mere change of form of ownership.

2. A transfer of a cooperative apartment owned by an individual to a corporation in which the individual is a 25 percent shareholder will be exempt to the extent that the individual retains a 25% beneficial interest in the coop after the transfer.

3. Corporation X is owned 25% by individual A and 75% by individual B. If Corporation X distributes New York City real property to A and B as equal tenants-in-common, the transfer will be exempt to the extent A retains the same 25 percent interest in the property and B retains a 50 percent interest in the property. The transfer will be taxable to the extent of the additional 25 percent interest in the property transferred to A

For additional information, see Title 19 of the Rules of the City of NY §23-05(b)(8).

EXEMPTIONS FROM THE TRANSFER TAX

A. The following parties are exempt from the payment of the tax and from filing a return:

1. The State of New York, its agencies, instrumentalities, public corporations (including a public corporation created pursuant to agreement of compact with another state or Canada) or political subdivisions.

2. The United States of America and its agencies and instrumentalities, insofar as they are immune from taxation.

   The exemption of such governmental bodies does not relieve a grantee from them of liability for the tax or from filing a return.

B. The tax imposed does not apply to any of the following deeds:

1. A deed, instrument or transaction by or to the United Nations or any other world-wide international organization of which the United States is a member.

2. A deed, instrument or transaction by or to any corporation, association, trust, community chest, fund or foundation, organized and operated exclusively for religious, charitable, or educational purposes, or for the prevention of cruelty to children or animals, and no part of the net earnings of which inures to the benefit of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, provided, however, that nothing in this paragraph shall include an organization operated for the primary purpose of carrying on a trade or business for profit, whether or not all of its profits are payable to one or more organizations described in this paragraph.

3. A deed, instrument or transaction to any governmental body listed in "A" above.

4. A deed or instrument given solely as security for a debt, or a deed or instrument given solely for the purpose of returning such security.

5. A deed or instrument or transaction from a mere agent, dummy, strawman or conduit to a principal, or a deed from the principal to an agent, dummy, strawman or conduit.

Where a tax does not apply to any deed, neither the grantor nor the grantee is required to pay the tax. However, a return relating to the deed must be filed.

C. The tax does not apply to the grant or assignment of a leasehold interest in real property located in a tax-free New York area to an approved business participating in the START-UP NY program. See NYS Tax Law §39(g) and New York State Tax Form TP-584-SNY.

FILING OF RETURN AND PAYMENT OF FILING FEE AND TAX

A notarized joint return shall be filed by both the grantor and the grantee for each deed, instrument, or transaction, whether or not a tax is due. Thus, a return must be filed although the consideration for the transaction is $25,000 or less. Where the total consideration is $400,000 or more, a copy of the contract of sale or closing statement must be attached to the return. A return need not be filed for the grant of a leasehold interest in a 1-, 2-, or 3-family house or an individual dwelling unit except where tax is owed or the lease is to be recorded.

FILING FEE

A fee of one hundred dollars ($100) must be paid upon the filing of the form NYC-RPT for those transactions for which the filing of a New York State Real Property Transfer Report (RP-5217NYC) is not required to be filed. Such transactions include, but are not limited to, transfers of co-ops, leaseholds and controlling economic interests.

RECORDED TRANSFERS

Returns relating to a transfer in Manhattan, the Bronx, Brooklyn or Queens, where a deed or other document is recorded, must be filed via ACRIS (nyc.gov/finance). **Any tax due is required to be paid at the office of the City Register in the county where the deed is recorded within 30 days of the delivery of the deed.**

In Staten Island, returns relating to a transfer in Staten Island where a deed or other document is recorded, are required to be filed using the paper original and any tax due is required to be paid at the Office of the County Clerk for Richmond County within 30 days of the delivery of the deed.

The locations of the offices of the City Register are as follows:

MANHATTAN (New York County)
66 John Street, 13th Floor
New York, New York 10038

BRONX (Bronx County)
3030 Third Avenue, 2nd Floor
Bronx, New York 10455

BROOKLYN (Kings County)
210 Joralemon Street, Room 2
Brooklyn, New York 11201

QUEENS (Queens County)
144-06 94th Avenue
Jamaica, NY 11435

The location of the Richmond County Clerk is as follows:

STATEN ISLAND (Richmond County)
Richmond County Clerk
County Court House, Room 103
Staten Island, New York 10301
(718) 390-5386

NON-RECORDED TRANSFERS

In the case of transfers where no document is recorded, including but not limited to transfers of controlling economic interests in real property or transfers of interests in entities formed for cooperative ownership of real property, returns must be filed within 30 days of the transfer with:

NYC Department of Finance
Non-Recorded RPTT Return Processing
66 John Street, 13th Floor
New York, NY 10038

The tax may be paid by certified check, or an Attorney's Trust Account check, drawn on a U.S. bank, or money order made payable to the order of:

NYC Department of Finance.

Returns filed on or after February 6, 1990, in connection with a conveyance of a one- or two-family dwelling or a cooperative apartment or condominium unit in a one- or two-family dwelling must be accompanied by an Affidavit of Compliance with Smoke Detector Requirement.

NYC-RPT returns are available at City Register offices, the office of the Richmond County Clerk or online at **nyc.gov/finance**.

IMPORTANT REAL ESTATE TAX INFORMATION FOR NONPROFIT ORGANIZATIONS

If you are a nonprofit organization you should know:

1. You must apply for an exemption from Real Estate Tax with the Payment Operations Division. Exemption forms can be obtained online at **nyc.gov/finance**, or any of the Borough Offices of the Property Division.

MANHATTAN
66 John Street, 13th Floor
New York, NY 10038

BRONX
3030 Third Avenue, 2nd Floor
Bronx, NY 10455

BROOKLYN
210 Joralemon St., Room 200
Brooklyn, NY 11201

QUEENS
144-06 94th Avenue
Jamaica, NY 11435

STATEN ISLAND
350 St. Marks Place
Staten Island, NY 10301

2. Once you have received an exemption, you must renew it every year with the Payment Operations Division.

3. Many groups are exempt from property taxes but still may be required to pay water and sewer charges. You must file separately for an exemption from water and sewer charges with the Bureau of Customer and Conservation Services. Applications can be obtained from any of the Bureau's borough offices (call (718) 595-7000 for addresses). Once granted, this exemption need not be renewed annually.

EVEN IF THIS TRANSFER OF REAL PROPERTY IS FROM ANOTHER NONPROFIT ORGANIZATION, YOU MUST STILL COMPLY WITH THE ABOVE REQUIREMENTS.

For more information call 311, or visit our website at **nyc.gov/finance**

PRIVACY ACT NOTIFICATION

The Federal Privacy Act of 1974, as amended, requires agencies requesting Social Security Numbers to inform individuals from whom they seek this information as to whether compliance with the request is voluntary or mandatory, why the request is being made and how the information will be used. The disclosure of Social Security Numbers for grantors and grantees is mandatory and is required by section 11-102.1 of the Administrative Code of the City of New York. Disclosure by attorneys is voluntary. Such numbers disclosed on any report or return are requested for tax administration purposes and will be used to facilitate the processing of tax returns and to establish and maintain a uniform system for identifying taxpayers who are or may be subject to taxes administered and collected by the Department of Finance. Such numbers may also be disclosed as part of information contained in the taxpayer's return to another department, person, agency or entity as may be required by law, or if the taxpayer gives written authorization to the Department of Finance.

FOR CITY USE ONLY

C1. County Code ____ **C2. Date Deed Recorded** ____/____/____ (Month / Day / Year)

C3. Book ____ **C4. Page** ____

OR

C5. CRFN ____

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location ____ (STREET NUMBER) ____ (STREET NAME) ____ (BOROUGH) ____ (ZIP CODE)

2. Buyer Name ____ (LAST NAME / COMPANY) ____ (FIRST NAME)

____ (LAST NAME / COMPANY) ____ (FIRST NAME)

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

____ (LAST NAME / COMPANY) ____ (FIRST NAME)

____ (STREET NUMBER AND STREET NAME) ____ (CITY OR TOWN) ____ (STATE) ____ (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed ____ # of Parcels **OR** ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

Check the boxes below as they apply:

5. Deed Property Size ____ (FRONT FEET) **X** ____ (DEPTH) **OR** ____ (ACRES)

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name ____ (LAST NAME / COMPANY) ____ (FIRST NAME)

____ (LAST NAME / COMPANY) ____ (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☐ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date ____/____/____ (Month / Day / Year)

11. Date of Sale / Transfer ____/____/____ (Month / Day / Year)

12. Full Sale Price $ ____,____,____.0

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale ____,____,____

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type **not** Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☐ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class ____

16. Total Assessed Value (of all parcels in transfer) ____,____,____.0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

____ ____ ____

Draft - Required Fields Not Completed

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE | DATE

STREET NUMBER | STREET NAME (AFTER SALE)

CITY OR TOWN | STATE | ZIP CODE

BUYER'S ATTORNEY

LAST NAME | FIRST NAME

AREA CODE | TELEPHONE NUMBER

SELLER

SELLER SIGNATURE | DATE

TP-584 (4/13)

New York State Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A — Information relating to conveyance

Grantor/Transferor	Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantor)*	Social security number
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Single member's name if grantor is a single member LLC *(see instructions)*	Single member EIN or SSN

Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantee)*	Social security number
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Single member's name if grantee is a single member LLC *(see instructions)*	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County

Type of property conveyed *(check applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Other _____

Date of conveyance
month day year

Percentage of real property conveyed which is residential real property _____ %
(see instructions)

Condition of conveyance *(check all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☐ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part III)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other *(describe)* _____

For recording officer's use	Amount received Schedule B., Part I $ Schedule B., Part II $	Date received	Transaction number

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)* ☐ **Exemption claimed**	**1.**	
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	**2.**	
3	Taxable consideration *(subtract line 2 from line 1)*	**3.**	
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	**4.**	
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1,* Schedule G*)*	**5.**	
6	Total tax due* *(subtract line 5 from line 4)*	**6.**	

Part II – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from* Part I*, line 1)*	**1.**	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in* Schedule A*)*	**2.**	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	**3.**	

Part III – Explanation of exemption claimed on Part I, line 1 *(check any boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) *(attach documents supporting such claim)* ..... k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the ***NYC Department of Finance*****.** If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance*****,** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
   - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
   - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
   - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
   - ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

     Please note: for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
   - ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
   - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
   - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance.**)*

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the ***NYC Department of Finance***? If no recording is required, send your check(s), made payable to the ***Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax,* on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

DOCUMENT NUMBER 4

UNIT OWNER'S POWER OF ATTORNEY

The Law Office of Jay Lichtman, P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

UNIT OWNER'S POWER OF ATTORNEY

THE 37 WALTON STREET CONDOMINIUM

Any terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of the premises known as The 37 Walton Street Condominium and by the street number 37 Walton Street, Brooklyn, New York, under Article 9-B of the Real Property Law of the State of New York, dated _____ and recorded in the Kings County office of the Register in The City of New York (hereinafter referred to as "Declaration"), or (b) in the By-Laws of The 37 Walton Street Condominium (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, with an address of 37 Walton Street, Unit ____, Brooklyn, NY 11206, the owner(s) of Condominium Unit No. __ in the Condominium known as The 37 Walton Street Condominium, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York, pursuant to Declaration recorded the ___ day of _____, in the Kings County Office of the Register, under CFRN # _____ and in the floor plan of file as Condo Plan No. _____, do hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the condominium Board of Managers of The 37 Walton Street Condominium jointly true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with powers of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units whose Owner in said Property, in accordance with their Common Interests, any Unit whose owner desired to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale of such Unit Owner in any other Units theretofore acquired by the Board of Managers or its designee on behalf of all Unit Owners in all other assets of the Condominium as defined in the aforementioned Declaration, or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do, if the undersigned were personally present. In more particular delineation of, but not in derogation or limitation of, the power set forth above, the Board of Managers, notwithstanding bankruptcy of any Unit Owner, specifically has the power to do any act or thing, and execute any document necessary to effectuate the purposes set forth in the Declaration referenced above including but not limited to, Amendment of said Declaration, execution of the Deed conveying condominium property, filing for a severance of tax lots, and any other document or thing reasonable or necessary to effectuate the aforementioned purposes.

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

The Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned have executed this Unit Owner's Power of Attorney as of the ____ day of _____.

_____

STATE OF NEW YORK)
COUNTY OF KINGS) SS:

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

_____
Notary Public

POWER OF ATTORNEY

TO

THE BOARD OF MANAGERS OF
THE 37 WALTON STREET CONDOMINIUM

Premises:

37 Walton Street, Unit ___
Brooklyn, NY 11206

County: Kings

Section:

Block: _____

Lot: _____

Record and return to:

DOCUMENT NUMBER 5

CONDOMINIUM UNIT DEED

The Law Office of Jay Lichtman, P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

CONDOMINIUM UNIT DEED

THIS INDENTURE, made as of the ___ day of _____, 20___ by and between 33 Walton Holdings LLC, a New York Limited Liability Company having a business address at 92 Emerson Place, Brooklyn, NY 11205 (the "Grantor"); and _____, with an address of 37 Walton Street, Unit ___, Brooklyn, NY 11206 (hereinafter referred to as the "Grantee").

W I T N E S S E T H:

That the Grantor, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit known as Unit No. ___ (hereinafter called "the Unit") in the building known as THE 37 WALTON STREET CONDOMINIUM, and by the street number 37 Walton Street, Borough of Brooklyn, County of Kings, City and State of New York designated and described by the above unit number in a certain declaration dated _____, made by the Grantor pursuant to Article 9-B of the Real Property Law of the State of New York ("the Condominium Act") establishing a plan for condominium ownership of the Building and the land ("Land") upon which the Building is situate (which land is more particularly described in the Schedule A annexed hereto and by this reference made a part hereof), which declaration was recorded in the County of Kings Office of the Register of The City of New York ("Register's Office") on _____, under CFRN # _____ ("Declaration"). The Unit is also designated as Tax lot ____ in Block _____ of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the Building, certified by the architect as Condominium Plan _____.

TOGETHER with an undivided _____ % interest, in the Common Elements of the Property (hereinafter called "the Common Elements"), as defined in the Declaration.

The Property is described as follows:

SEE SCHEDULE "A"

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

Together with, and subject to, the rights, obligations, easements, restrictions, agreements and other provisions set forth in the Declaration and By-Laws of The 37 Walton Street Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute the covenants running with the Land, and shall bind any person having at any time, any title, interest or estate in the Unit as though recited and stipulated at length herein;

TOGETHER with an easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements now existing as a result of construction of the Building,

of which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit, after damage or destruction by fire or other casualty, or any taking in condemnation or eminent domain proceeds, or by alteration or repair to the Common Elements made by or with the consent of the board of Managers, so that any such encroachment may remain as long as the units stand.

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.

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, the Land and/or the Building (which Land and Building are collectively referred to as "the Property");

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 also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units.

SUBJECT to variations between tax map and lines of record title;

SUBJECT to variations between fences and walls and record lines;

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 Kings County Office of the 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 and as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws);

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 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 improvements at the Property and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The Grantee has examined the Unit and is purchasing the same in its existing condition.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

This conveyance is made in the regular course of business actually conducted by the Grantor.

All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of The 37 Walton Street Condominium (said By-Laws, as the same may be amended from time to time, are hereinafter referred to as "the By-Laws");

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR:
33 Walton Holdings LLC

GRANTEE:

By: _____

_____

STATE OF NEW YORK)
COUNTY OF KINGS) SS:

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

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF KINGS) SS:

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

_____
Notary Public

SCHEDULE A

DESCRIPTION OF THE UNIT

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit No. __ in the building (hereinafter referred to as the "Building") known as The 37 Walton Street Condominium and by the street number, 37 Walton Street, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit No. __ in a certain declaration dated _____ made pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Property") upon which the Building is situate (which Land is more particularly described in this Schedule A and by this reference made a part hereof), which declaration was recorded in the Kings County office of the Register of The City of New York as Condominium Plan No. ___ on _____ as Document ID No. _____, City Register File No. _____, together with Map No. ____. This Unit is also designated as Tax Lot ___ in Block ___ in the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by _____, [R.A.][P.E.], and filed with the Real Property Assessment Department of The City of New York as Condominium No. ____.

TOGETHER with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration) and situated on the land described as follows:

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northeasterly side of Marcy Avenue with the northwesterly side of Walton Street;

RUNNING THENCE northeasterly along the northwesterly side of Walton Street, 100.00 feet;

THENCE northwesterly approximately parallel with Marcy Avenue, 100.00 feet;

THENCE northeasterly approximately parallel with Marcy Avenue, 39.47 feet;

THENCE northwesterly approximately parallel with Marcy Avenue, 26.96 feet;

THENCE southwesterly approximately parallel with Marcy Avenue, 14.00 feet;

THENCE southwesterly at an interior angle, 40.21 feet to a point that is 122.67 feet northwesterly from the northwesterly side of Walton Street and 85.00 feet northeasterly from the northeasterly side of Marcy Avenue;

THENCE northwesterly approximately parallel with Marcy Avenue, 5.33 feet;

THENCE southwesterly approximately parallel with Walton Street, 85.00 feet;

THENCE southeasterly along the northeasterly side of Marcy Avenue, 128 feet, to the point or place of BEGINNING.

CONDOMINIUM UNIT DEED

GRANTOR:

33 Walton Holdings LLC

GRANTEE:

_____

Premises:

37 Walton Street, Unit ___
Brooklyn, NY 11206

County: Kings

Section:

Block: ____

Lot: ____

Record and return to:

_____

_____

DOCUMENT NUMBER 6

DECLARATION OF CONDOMINIUM

The Law Office of Jay Lichtman, P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

DECLARATION

Establishing a Plan for Condominium Ownership of the Premises known as

37 Walton Street
Brooklyn, New York 11206

Pursuant to Article 9-B of the Real Property Law of the State of New York

Name:

THE 37 WALTON STREET CONDOMINIUM

Declarant:

33 Walton Holdings LLC
92 Emerson Place
Brooklyn, NY 11205

Date of Declaration:

_____

Record & return to:

_____

The Law Office of Jay Lichtman P.C.
99 West Hawthorne Avenue Suite 520
Valley Stream, NY 11580
(347) 504-1724

_____

The land affected by the within instrument lies in Block _____
formerly known as Lot ____ and now known as Lots _____-_____
on the Tax Map of the Borough of Brooklyn, City and State of New York

TABLE OF CONTENTS

Article 1 Definitions 1
Article 2 Submission of the Property 1
Article 3 Description of the Land 1
Article 4 Description of the Building 1
Article 5 Name of the Condominium 2
Article 6 The Units 2
Article 7 The Common Elements 3
Article 8 Determination of Common Interests 3
Article 9 Use of Units 4
Article 10 Easements for the Enjoyment of Common Elements 4
Article 11 Other Easements 5
Article 12 Alterations, Addition, Improvements and Changes to Units 7
Article 13 Acquisition of Units by the Condominium Board 7
Article 14 Power of Attorney to the Condominium Board 8
Article 15 Termination of Condominium 8
Article 16 Covenant of Further Assurances 8
Article 17 Covenants to Run with the Land 9
Article 18. Excess Development Rights 10
Article 19 Amendments to this Declaration 11
Article 20 Consents of Sponsor 15
Article 21 Person to Receive Service 15
Article 22 Incorporation by Reference 16
Article 23 Waiver 16
Article 24 Severability 16
Article 25 Gender 16
Article 26 Captions 17
EXHIBIT A 18
DESCRIPTION OF PROPERTY 18
EXHIBIT B 19
DESCRIPTION OF UNITS 19

* Reproduced in full in as Exhibit D

DECLARATION

OF

THE 37 WALTON STREET CONDOMINIUM

Pursuant to Article 9-B of the Real Property Law of the State of New York

33 Walton Holdings LLC, with an address at 92 Emerson Place Brooklyn, NY 11205 (the "Declarant"), hereby declares as follows:

Article 1 Definitions

All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof shall have the meanings set forth in Exhibit C annexed hereto, unless the context in which the same are used shall otherwise require. All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Article 2 Submission of the Property

The Declarant hereby submits the land (the "Land") hereinafter described, together with the building and improvements thereon erected (the "Building") owned by the Declarant in fee simple absolute (the Land and Building being hereinafter referred to collectively as the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act").

Excluded from the Property are any Excess Development Rights, if any, which shall be retained by Sponsor, who shall have the exclusive right to utilize, sell or otherwise transfer any Excess Development Rights. Excess Development Rights shall inure solely to the benefit of Sponsor or other Development Rights Owner.

Article 3 Description of the Land

The land is located in the Borough of Brooklyn, County of Kings, in the City and State of New York, and is designated on the Tax Map of Kings County as Block ____ formerly known as Lots __ and being designated herein as Lots ____-____. See Exhibit A attached hereto for a metes and bounds description of the land.

Article 4 Description of the Building

The newly constructed building consists of seven (7) above-grade stories, one (1) below-grade level, and one (1) roof level and contains (24) Residential Units, 24 Storage Lockers, 12 Bicycle Storage Spaces, 9 Parking Spaces, and a Commercial Unit. The building will have an elevator. The principal materials of which it is constructed are block, brick, wood and steel.

4.1. The Residential Units will be located on Floors 2 through 7.
4.2 The Storage Lockers will be located on the cellar Floor.
4.3 The Bicycle Storage Spaces will be located on the cellar Floor.
4.4 The Parking Spaces will be located on Floor 1.
4.5 The Commercial Unit will be located on Floor 1.

Article 5 Name of the Condominium

The Condominium shall be known as THE 37 WALTON STREET CONDOMINIUM.

Article 6 The Units

(a) Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its designation number; (ii) its tax lot number; (iii) its approximate location in the Building; (iv) its approximate area; (v) the number of rooms contained therein; (vi) the portions of the Common Elements to which such Unit has immediate access; and (vii) the Common Interest appurtenant to such Unit. The precise location and areas of each Unit within the Building and all of the areas and installations which are included as part of the Units are shown on the Floor Plans of the Building, certified by the architect, intended to be filed in the Office of the City Register simultaneously with the recording of this Declaration and are made a part of this Declaration. The Floor Plans shall govern in the event of any inconsistency between the written part of the Declaration and the Floor Plans.

(b) Statement of Dimensions. Each Unit consists of the area measured horizontally from the outside face of the glass window and/or exterior walls to the center line of the partitions separating one Unit from another Unit or to the exterior line of the partitions separating a Unit from corridors, stairs, elevators and other mechanical equipment spaces that are not a part of the Unit. Each Unit consists of the area measured vertically from the top of the floor to the underside of the ceiling. The dimensions and arrangements may vary as referred to in the Offering Plan. All dimensions are approximate. Any common elements within any Unit shall not be considered as part of this Unit.

No Unit Owner shall be deemed to own the structural walls, supporting columns, pipes, wires, conduits or other public lines running through the Unit which are utilized for or serve more than one (1) Unit. Any area or installation which is designated on the Floor Plans as part of a Unit shall be considered as part of said Unit. Vertically, each unit consists of the space between the upper face of the subfloor and the upper face of the dry wall ceiling.

(c) Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner shall have the right, exercisable at any time and from time to time, to install, at such Unit Owner's sole cost and expense, such decorations, fixtures and coverings (including, without limitation, painting, finishing, wall papering, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity of such Unit or of the Building.

Article 7 The Common Elements

A. Common Elements. The Common Elements generally consist of the Land and those rooms, areas and corridors and other portions of the Building (other than the Units), as well as those Facilities therein, either currently or hereafter existing for the common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property. Without intention to limit the generality of the foregoing in any respect, and unless otherwise provided for in the Floor Plans, Common Elements include the following:

(i) The Land not specifically designated to any of the Condominium Units on the Floor Plans.

(ii) all foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, floors, roofs and ceilings in, on or under the Building, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof;

(iii) all vestibules, stairs, elevators, mechanical and electrical equipment spaces, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof;

(iv) All central and appurtenant installations and facilities for services such as power, light, telephone, gas, sewer, plumbing, drainage, hot and cold water distribution, ventilation, garbage disposal, and other mechanical and electrical systems to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof, if any.

(v) All sewer and drainage pipes.

(vi) All other parts of the Property and all apparatus and installations existing in the Buildings or Premises for common use of the Unit Owners or which are, or may be necessary or convenient for the existence, maintenance or safety of the Buildings.

B. Limited Common Elements.

(i) The Limited Common Elements in this Condominium are the balconies and terraces allocated to the Units as shown on the Floor Plans.

(ii) The Unit Owner's or Owners' right to make alterations, additions or improvements to the Limited Common Elements shall be subject to the provisions of Article 9 of this Declaration, which shall also govern alterations, additions, or improvements allocated to the Units.

C. The Common Elements shall remain undivided and are not subject to partition nor are they severable from the Units except in accordance with The Condominium Act (Article 9-B of the Real Property Law), or as expressly permitted pursuant to the terms of Section 5.5 of the By-Laws.

Article 8 Determination of Common Interests

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

Article 9 Use of Units

As more particularly set forth in the By-Laws, each Unit may be used in accordance with the use permitted by local law and zoning regulations and the Certificate of Occupancy, and not more than one family may occupy a Unit at one time. A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such Family Members or guests).

Article 10 Easements for the Enjoyment of Common Elements

10.1 Subject to the terms of this Declaration, the By-Laws and the Residential Rules and Regulations, if applicable, Sponsor, the Unit Owners, the Managing Agent, the Condominium Board and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

10.2 Subject to the terms of the By-Laws and the Residential Rules and Regulations, if applicable, Sponsor, the Residential Unit Owners, the Managing Agent, the Condominium Board and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Residential Common Elements, and the Residential Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no person shall use or enjoy the Residential Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other persons to do so.

10.3 The Commercial Unit Owner and its Permitted Users shall have an easement in, over, under, through or upon the Common Elements or elsewhere on the Property (i) for the purpose of accessing the Commercial Unit or any portion of the Building servicing the Commercial Unit, (ii) for the purpose of exiting the Building in the event of an emergency, and (iii) to install, operate, maintain, repair, alter, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or Facilities forming a part of or servicing the Commercial Unit. In addition to the foregoing, the Commercial Unit Owner and its Permitted Users shall have the right

and an easement, as applicable, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any, subject only to Sponsor's prior written consent in each instance for so long as Sponsor continues to own an Unsold Unit, to (i) alter, modify, and/or restore the exterior façade and/or the windows of the Commercial Unit, including, without limitation, any storefronts, (ii) create additional means of egress and ingress to the Commercial Unit, (iii) erect, maintain, repair and replace one or more signs and lighting, of such size and content as the Commercial Unit Owner shall determine on the facade or in the windows of the Commercial Unit, including, without limitation, any storefronts of the Commercial Unit, for the purposes of advertising (a) the sale or rental of all or any portion of the Commercial Unit or (b) the operation of any business for which the Commercial Unit is used, and (iv) use the sidewalk adjacent to the Commercial Unit for any purposes permitted by Law, including, without limitation, food and beverage services and the placement of outdoor seating, tables, lighting and signage on such sidewalk, provided that the entrances to the Building are not impeded by such use.

10.4 Each Residential Unit Owner whose Residential Unit has one or more appurtenant Residential Limited Common Elements shall have an exclusive easement for the use thereof. The Residential Units having the same are indicated on Exhibit B.

10.5 Sponsor and its Permitted Users shall have an easement in, over, under, through and upon the General Common Elements and Residential Common Elements (including but not limited to, residential lobbies, hallways, amenity areas, and corridors), to use the same, without being subject to any fee or charge and without the consent of the Condominium Board, Managing Agent, Unit Owners, or any other Person, for all purposes and activities in connection with the sale, promotion, or renting of Unsold Residential Units and Unsold Ancillary Amenities, including without limitation (i) for purposes of hosting small- and large-scale events (whether public or private), gatherings, media, press, and entertainment activities (including without limitation interviews, podcasts, and film/television/music productions), and other activities having direct or indirect promotional value or that are otherwise consistent with Sponsor’s rights to use the Unsold Residential Units and/or Common Elements under the By-Laws, and (ii), the right to erect, maintain, replace and/or repair any sign and/or lighting permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit, the promotion of events, or the operation of any business of a tenant or occupant of any Unit.

Article 11 Other Easements

(a) Subject to the terms of the By-Laws and to the Rules and Regulations, each Unit Owner shall have, in common with all other Unit Owners, an easement to use any of the Common Elements, and all pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Unit or the Common Elements to the extent that such Common Element and utility distribution system serves, or is necessary to the service of, his or her Unit, and each Unit and all of the Common Elements shall be subject to such easement. In addition, each Unit Owner shall have a reasonable right of access through any other Unit for the purpose of entry to any part of his Unit where there is no other means of access to such part of his Unit or Limited Common Elements allocated to his Unit. In addition, the Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements to inspect the same, to remove violations

therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and the rights of access granted in this paragraph shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted only upon reasonable notice, except that no such notice shall be necessary in the event of repairs or replacements immediately necessary or required for the preservation or safety of the Building, for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building. Each of the units may maintain or replace its porches or balconies.

(b) The Condominium Board shall have, on behalf of all Unit Owners, the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as the Condominium Board shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof or for the general health or welfare of the owners, tenants and occupants of the appropriate Units; provided, however, that the grant of such additional utility easements, or the relocation of existing utility easements, shall not unreasonably interfere with the use of the Units for their permitted purposes. Any utility company, as well as its officers, employees and agent, shall have the right of access to each Unit and to the Common Elements in furtherance of such easement. However, such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

(c) Each unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

(d) If (i) any portion of the Common Elements now encroaches upon any Unit or upon any other portion of the Common Elements, (ii) any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or (iii) any such encroachment shall hereafter occur as a result of (x) the settling or shifting of the Building, (y) any repair or alteration made to the Common Elements in accordance with the terms of this Declaration and the By-Laws, by, or with the consent of, the Condominium Board, or (z) any repair or restoration made to the Building or any portion thereof, to any Unit, or to the Common Elements in accordance with the terms of this Declaration and the By-Laws after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Building or the affected Unit or Common Elements shall stand.

(e) In addition, a right of access is hereby granted to the unit owners, their successors, heirs and assigns, for the purpose of gaining access to the following areas: common areas; mechanical areas of the building, including but not limited to the boiler room, storage room, meter room or any other facility to which each such unit owner has a right of use; or to any area of the property that such Unit Owner has a right to use as part of his Unit or as a Common Element. However, the right shall only be exercised in a reasonable manner.

(f) In addition to the specific easements set forth in this Article 11 and in Article 10 hereof, the Property and every portion thereof shall be subject to all easements and rights of access prescribed in the Condominium Act.

Article 12 Alterations, Addition, Improvements and Changes to Units

Upon Condominium Board approval, Unit Owner shall have the right to:

(i) make alterations, additions, or improvements in the interior of his unit;

(ii) make alterations, additions, or improvements in the interior of to any part of the property allocated to his unit;

(iii) change the layout of his unit;

provided, however, that, with respect to any such alteration, addition, improvement or change in, to, of or upon a Unit:

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

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

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

In the event that any unit is subdivided, the subdivided units shall jointly exercise and share the vote and the percentage of common interest allocated to the original unit. The Declarant has accepted the present use and construction of the building “as is”.

Article 13 Acquisition of Units by the Condominium Board

If (i) any Unit Owner surrenders his or her Unit, together with its Appurtenant Interests, to the Condominium Board pursuant to the terms of the By-Laws or of Section 339-x of the Condominium Act or (ii) the Condominium Board, pursuant to the terms of the By-Laws or otherwise, either (x) acquires or leases a Unit, together with its Appurtenant Interests or (y) purchases a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title or the leasehold estate, as the case may be, and to such Unit and such Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or such designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

Article 14 Power of Attorney to the Condominium Board

(a) Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution, the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(i) acquire or lease any Unit, together with its Appurtenant Interests, (1) whose owner desires to sell, convey, transfer, assign, lease, or surrender the same or (2) that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(ii) convey, sell, lease, mortgage, or otherwise deal with (but not to exercise the vote appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(iii) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate.

(b) In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Owner's Power of Attorney in the form provided in the Plan.

Article 15 Termination of Condominium

The Condominium shall continue until terminated by (i) casualty loss, condemnation, or eminent domain, as more particularly provided in the By-Laws or (ii) withdrawal of the Property from the provisions of the Condominium Act by at least eighty percent (80%) of the vote. In the event that said withdrawal is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in accordance with the factors set out in The New York State Condominium Act Section 339-i(1)(iv), which is based on floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, the overall dimensions of the particular unit and the fair market value of such unit. In the event of any dispute, the issue shall be presented for arbitration in accordance with Article 10 of the By-Laws. No payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens.

Article 16 Covenant of Further Assurances

(a) Any Person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or a sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action, as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Unit Owner or any other person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that such Unit Owner or Person is required to take pursuant to this Declaration, then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(c) If any Unit Owner or the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that the Condominium Board, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of the Managing Agent, then the Managing Agent is hereby authorized as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner, or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner, or other Person, as the case may be.

Article 17 Covenants to Run with the Land

(a) All provisions of this Declaration, the By-Laws and the Rules and Regulations, including, without limitation, the provisions of this Article 17, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon, and shall inure to the benefit of, the owner of all or any part thereof, or interest therein, and his or her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights, in, or for the benefit of, the general public. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, the entering into a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time, any

interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease.

This Declaration of Condominium is subject also to such other liens, covenants, easements, restrictions, consents, agreements, and other matters of record and any agreements as pertain to the Units, the Land and/or the Building.

(b) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be for the purposes of submitting the Property to the provisions of the Condominium Act.

(c) Subject to the terms of paragraph (b) of this Article 17, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

Article 18. Excess Development Rights

18.1 Any Excess Development Rights shall be retained by Sponsor, who shall have the exclusive right to utilize, sell or otherwise transfer any Excess Development Rights. Excess Development Rights shall inure solely to the benefit of Sponsor or other Development Rights Owner. Neither the Condominium Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights.

18.2 In connection with its utilization of Excess Development Rights, Sponsor or Development Rights Owner, among other rights, may cause the Property to be divided into two or more parcels which collectively are referred to as the "Combined Zoning Lot."

18.3 Each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the

Condominium Board, shall be deemed to have consented to and agreed that, if Sponsor or a Development Rights Owner seeks to enlarge the Combined Zoning Lot by adding other parcels of real property ("Additional Parcels") so as to create an enlarged Combined Zoning Lot, or seeks to utilize or transfer Excess Development Rights for the purposes and in accordance with the provisions of the Zoning Resolution or other applicable Law, the Condominium Board and the Unit Owner have (i) waived the right to execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air or other document or instrument and the right to appear in opposition before any community board or governmental or quasi-governmental authority to oppose in any manner the utilization, sale or transfer of Excess Development Rights or the establishment of the Combined Zoning Lot or any enlargement, division or proposed use thereof; and (ii) consented as a party in interest, to any declaration or other agreement utilizing the Excess Development Rights in any manner, including by effecting a transfer of Excess Development Rights or a merger or division of any of the parcels comprising the Combined Zoning Lot with any other tax lots in order to form a single zoning lot for the purpose of transferring all or any portion of the Excess Development Rights from Sponsor or a Development Rights Owner.
18.4 Notwithstanding the provisions of the immediately preceding paragraph, each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Condominium Board, shall be deemed to have granted to Sponsor and any Development Rights Owner an irrevocable power of attorney coupled with an interest, to execute, acknowledge and deliver any such declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument necessary or expedient to carry out the exercise of any rights, reserved, retained or granted to Sponsor or Development.

18.4 Notwithstanding the provisions of the immediately preceding paragraph, each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Condominium Board, shall be deemed to have granted to Sponsor and any Development Rights Owner an irrevocable power of attorney coupled with an interest, to execute, acknowledge and deliver any such declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument necessary or expedient to carry out the exercise of any rights, reserved, retained or granted to Sponsor or Development Rights Owner. Alternatively, upon demand of Sponsor or a Development Rights Owner, each Unit Owner and the Condominium Board shall execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument requested by Sponsor or Development Rights Owner in order that (i) Sponsor or Development Rights Owner may effectively utilize, sell or otherwise transfer Excess Development Rights to any Person designated by Sponsor or Development Rights Owner, and (ii) such Person may effectively utilize such Excess Development Rights.

18.5 Notwithstanding the foregoing, neither Sponsor nor any Development Rights Owner may utilize Excess Development Rights to increase the size, height, bulk or density of any portion of the Property.

18.6 All rights and obligations of Sponsor set forth in this Declaration with respect to the Excess Development Rights shall apply equally to any Development Rights Owner.

Article 19 Amendments to this Declaration

19.1 All the provisions of this subsection 19.1 are subject to the provisions contained in this Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, the Commercial Unit Owner, or any Permitted Mortgagee. Any provision of this Declaration and/or the Tax Lot Drawings affecting the (i) General Common Elements or all Unit Owners may be added to, amended, modified or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Unit Owners and (ii) Residential Common Elements or all Residential Unit Owners may be added to, amended, modified or deleted by affirmative vote of at least 66-2/3% in number and Residential Common Interest of all Residential Unit Owners, either taken at a duly constituted meeting thereof or given in writing without a meeting in accordance with the provisions of the By-Laws. Any such amendment, modification, addition or deletion shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. No such amendment, modification, addition or deletion shall be effective unless and until such instrument is duly recorded in the Register's Office.

19.2 (1) Sponsor shall have the right, at its sole cost and expense and without the vote or consent of any Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute and record (or, at Sponsor's sole option, to require the Condominium Board or any other Unit Owners to execute and record) in the Register's Office and elsewhere, if required by Law, by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest, one or more amendments to this Declaration (including without limitation to Exhibit B hereto), the Tax Lot Drawings, and any other such documents, plans and maps as Sponsor deems appropriate to effectuate the same:

(i) to reflect any changes in Unsold Residential Units and/or the reapportionment of the Common Interest of the affected Unsold Residential Units resulting therefrom made by Sponsor in accordance with the terms of Article 12 hereof; or

(ii) required by (x) an Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Unsold Residential Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Sponsor to insure title to any Unsold Residential Unit; or

(iii) to correct any inconsistencies or scrivener's errors; or

(iv) to relinquish any rights granted to Sponsor hereunder.

Provided, however, that any amendment made pursuant to the terms of provisions (i) or (ii) of this section shall not (1) change the Common Interest of any Unit other than a Unit owned by Sponsor, or (2) require a material, physical modification of any Unit other than a Unit owned by Sponsor, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in (1) or (2) of this section) or the holder of such mortgage (in the event described in (3) of this section) shall consent thereto by joining in the execution of such amendment.

(2) Sponsor or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, shall have the right, at its sole cost and expense and without the vote or consent of any Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute and record (or, at Sponsor's or the Development Rights Owner's sole option, to require the Condominium Board or any other Unit Owners to execute and record) in the Register's Office and elsewhere, if required by Law, by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest, one or more amendments to these By-Laws and/or the Residential Rules and Regulations as Sponsor or the Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, deems appropriate to effectuate the same, with respect to Excess Development Rights, to effectuate Sponsor's or any Development Rights Owner's utilization, sale or transfer of any Excess Development Rights in any manner permitted by Law, provided that no such amendment shall enable Sponsor or Development Rights Owner to utilize Excess Development Rights to increase the size, height, bulk, configuration and/or density of the Property.

19.3 The Commercial Unit Owner shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute and record in the Register's Office or elsewhere, if required by Law, by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest, one or more amendments to this Declaration (including without limitation to Exhibit B hereto), together with such documents, plans and maps as the Commercial Unit Owner deems appropriate to effectuate the same:

(i) to reflect any changes in the Commercial Unit and/or the reapportionment of the Common Interest of the Commercial Unit resulting therefrom made by the Commercial Unit Owner in accordance with the terms of Article 12 hereof; or

(ii) required by (x) an Institutional Lender designated by the Commercial Unit Owner to make a loan secured by a mortgage on the Commercial Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by the Commercial Unit Owner to insure title to the Commercial Unit, as such requirements relate solely to the Commercial Unit; or

(iii) to correct any inconsistencies or scrivener's errors; or

(iv) to reflect any changes that do not materially and adversely affect the Residential Units and/or the Residential Unit Owners; provided, however, that any such amendment shall not (1) change the Common Interest or Residential Common Interest of any other Unit, or (2) require a physical modification of any other Unit, or (3) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in provision (1) or (2) of this paragraph) or the holder of such mortgage (in the event described in provision (3) of this paragraph) shall consent thereto by joining in the execution of such amendment.

19.4 Any amendment to this Declaration and/or Tax Lot Drawings (as applicable) may be executed; (i) if on behalf of Sponsor or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, pursuant to the terms of section 19.2 hereof, by Sponsor or the Development Rights Owner, (ii) if on behalf of a Commercial Unit Owner pursuant to the terms of section 19.3 hereof, by the Commercial Unit Owner, or (iii) if on behalf of the Unit Owners or by the Condominium Board, by any officer of the Condominium. If the amendment requires the approval of a specific percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted pursuant to the terms of this Declaration or the By-Laws) in writing without a meeting, in which Certificate shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

19.5 Notwithstanding anything contained in the Condominium Documents to the contrary, if any Residential Unit Owner, with the prior approval of the Condominium Board changes the size and/or number of Residential Units owned by such Residential Unit Owner by either (w) subdividing a Residential Unit(s) into two or more separate Residential Units, (x) combining a Residential Unit into one or more Residential Units, (y) altering the boundary walls between any adjacent Residential Units owned by such Residential Unit Owner, or (z) otherwise, including incorporating Residential Common Elements (such as a portion of a hallway used exclusively by the owner of such Residential Unit) which exclusively benefit a Residential Unit into such Residential Unit, then the Condominium Board on behalf of such Residential Unit Owner and at the Residential Unit Owner's sole cost and expense, shall have the right to execute, and record in the City Register's Office and elsewhere, if required by Law, any amendment to this Declaration, the Tax Lot Drawings, and other documents which are necessary or appropriate to reflect the changes made by the Residential Unit Owner, all without the approval of the other Unit Owners, provided, however, that any such amendment shall not (1) change the Common Interest or Residential Common Interest of any other Unit, or (2) require a physical modification of any other Unit, or (3) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender, unless the owner of such affected Unit (in the event described in (1) or (2)) or the holder of such mortgage (in the event described in (3)) shall consent thereto by joining in the execution of such amendment.

19.6 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be effective in any respect against Sponsor, the Commercial Unit Owner, or (solely with respect to utilization, sale or transfer of Excess Development Rights) any Development Rights Owner, if the same would (i) unreasonably interfere with the sale, lease, or other disposition of any Unit owned by Sponsor, the Commercial Unit Owner, or (solely with respect to utilization, sale or transfer of Excess Development Rights) the Development Rights Owner, as the case may be, (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit granted to Sponsor, the Commercial Unit Owner, or (solely with respect to utilization, sale or transfer of Excess Development Rights) the Development Rights Owner, as the case may be, unless such amendment is consented to in writing by Sponsor, the Commercial Unit Owner, or (solely with respect to utilization, sale or transfer of Excess

Development Rights) the Development Rights Owner, as the case may be, (iii) adversely affect the use of the Commercial Unit and/or the rights of the Commercial Unit Owner, or (iv) impose any charge or fee against Sponsor, the Commercial Unit Owner, or (solely with respect to utilization, sale or transfer of Excess Development Rights) the Development Rights Owner, unless Sponsor, the Commercial Unit Owner, or the Development Rights Owner shall consent to such amendment in writing.

19.7 The provisions of this Article may not be modified, amended, added to or deleted, in whole or in part, without the consent of Sponsor or the Commercial Unit Owner if the same relate to Sponsor or the Commercial Unit Owner.

19.8 No amendment to the Condominium Documents which would materially and adversely affect the holder of any Permitted Mortgage shall be effective without the prior written consent of 51% of the Permitted Mortgagees or a majority of the Mortgage Representatives, if any. If the Permitted Mortgagees or Mortgage Representatives fail to respond within sixty (60) days after written receipt of the proposed amendment, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed.

19.9 Notwithstanding the provisions of section 19.1 hereof, the Common Interest appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in subsection (F) of section 5.5 of the By-Laws.

19.10 Subject to the rights of Sponsor set forth herein, the foregoing section 19.1 of this Declaration may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Mortgage Representatives, if any, as set forth above) 80% in number and in Common Interest of all Unit Owners affected thereby, approve such amendment, modification, addition or deletion in writing.

19.11 Where any consent is required under this Article 19 from Sponsor, a Commercial Unit Owner, a Development Rights Owner, or a Permitted Mortgagee, such consent may be reasonably or unreasonably withheld, conditioned, or delayed, in such party's sole and absolute discretion, unless expressly stated otherwise therein.

Article 20 Consents of Sponsor

Wherever the consent, approval, satisfaction, or permission of Sponsor or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction, or permission shall not be required when Sponsor or such designee no longer owns any Units.

Article 21 Person to Receive Service

The Secretary of State is designated as agent of the Condominium Board upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the Condominium Board served upon

him or her is: The 37 Walton Street Condominium, 37 Walton Street, Brooklyn, New York 11206.

Article 22 Incorporation by Reference

The terms, covenants, conditions, descriptions, and other information contained in (i) the Property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the table of definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; and (v) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if the same were set forth at length in the text hereof.

Article 23 Waiver

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Article 24 Severability

Subject to the provisions of paragraphs (b) and (c) of Article 17 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise provided herein, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provision of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

Article 25 Gender

A reference in this Declaration to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

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Article 26 Captions

The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first written above.

Declarant:
33 Walton Holdings LLC

By: _____

State of New York)
)
County of) ss.:

On the _____ day of _____ in the year 20___, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted and executed the instrument.

_____
Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

THE 37 WALTON STREET CONDOMINIUM
37 Walton Street, Brooklyn, NY 11206
Tax Block ____ f/k/a Lot ___ n/k/a Lots _____

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northeasterly side of Marcy Avenue with the northwesterly side of Walton Street;

RUNNING THENCE northeasterly along the northwesterly side of Walton Street, 100.00 feet;

THENCE northwesterly approximately parallel with Marcy Avenue, 100.00 feet;

THENCE northeasterly approximately parallel with Marcy Avenue, 39.47 feet;

THENCE northwesterly approximately parallel with Marcy Avenue, 26.96 feet;

THENCE southwesterly approximately parallel with Marcy Avenue, 14.00 feet;

THENCE southwesterly at an interior angle, 40.21 feet to a point that is 122.67 feet northwesterly from the northwesterly side of Walton Street and 85.00 feet northeasterly from the northeasterly side of Marcy Avenue;

THENCE northwesterly approximately parallel with Marcy Avenue, 5.33 feet;

THENCE southwesterly approximately parallel with Walton Street, 85.00 feet;

THENCE southeasterly along the northeasterly side of Marcy Avenue, 128 feet, to the point or place of BEGINNING.

EXHIBIT B

DESCRIPTION OF UNITS

THE 37 Walton Street CONDOMINIUM
37 Walton Street, Brooklyn, NY 11206
Tax Block ____ f/k/a Lot ____ n/k/a Lots _____

Unit No.	Tax Lot	Usage	% Common Interest	Bedrooms/ Baths	Location	Unit Area SF	LCE* Area SF	LCE* Type

EXHIBIT C

DEFINITIONS

THE 37 WALTON STREET CONDOMINIUM
37 Walton Street, Brooklyn, NY 11206
Tax Block ____ f/k/a Lot ___ n/k/a Lots _____

1. "Ancillary Amenities" shall mean the Storage Lockers, Bicycle Storage Spaces, and Parking Spaces. All Ancillary Amenities are Residential Common Elements.

2. "Ancillary Amenity Areas" shall mean, collectively, all areas in the Building containing Ancillary Amenities. All Ancillary Amenity Areas are Residential Common Elements.

3. "Ancillary Amenity Escrow" shall mean that escrow account in which proceeds from the sale of the Ancillary Amenity are held.

4. "Ancillary Amenity License" shall mean the agreement pursuant to which an Ancillary Amenity is licensed to a Residential Unit Owner.

5. "Ancillary Amenity Licensee" shall mean any Residential Unit Owner who licenses an Ancillary Amenity at the time in question. All such Residential Unit Owners are collectively referred to as "Ancillary Amenity Licensees."

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

7. "Balcony", "terrace", "porch", or "patio" generally defines an area adjoining a building at various levels of the building which is generally used by the adjoining Unit. The characterization of the above for the purposes of the Zoning Resolution is based on its location and description as set forth in the Floor Plans.

8. Bicycle Storage Space of the available areas in the Bicycle Storage Room. Each Bicycle Storage Space shall be a Residential Common Element. Any reference in the Plan to "owning a Bicycle Storage Space" means that the Unit Owner has entered into a Bicycle Storage Space License for the right to use the Bicycle Storage Room for the storing of one bicycle for each Bicycle Storage Space License purchased.

9. Bicycle Storage Room shall mean an area located in the cellar of the Building containing the Bicycle Storage Spaces. The Bicycle Storage Room is a Residential Common Element.

10. "Building" shall mean the building situated on the Land which is described in Exhibit A hereto.

11. "By-Laws" shall mean the by-laws of the Condominium, which are annexed as Exhibit D to the Declaration, as the same may be amended from time to time pursuant to the terms thereof.

12. "Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or the By-Laws), to meet the Common Expenses.

13. "Common Elements" shall mean those certain portions of the Land and the Building (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in Article 7 of the Declaration.

14. "Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); (iii) the purchase, lease, or sublease by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell, lease, transfer, or convey the same or that is to be sold at a foreclosure or other sale; and (iv) generally, the conduct of the affairs of the Condominium.

15. "Common Interest" shall mean the undivided percentage interest of each Unit in the Common Elements.

16. "Condominium" shall mean THE 37 WALTON STREET CONDOMINIUM which was established pursuant to the terms of the Declaration and is to be governed pursuant to the terms of the By-Laws.

17. "Condominium Act" shall mean Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

18. "Condominium Board" shall mean the governing body of the Condominium, whose members shall be selected pursuant to the terms of Articles 2 and 4 of the By-Laws.

19. "Condominium Documents" shall mean the Declaration, the By-Laws and Rules and Regulations.

20. "Declaration" shall mean the declaration executed by Declarant for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership of the property.

21. "Excess Development Rights" shall mean certain rights, as determined by the Zoning Resolution of the City of New York ("Zoning Resolution"), that are available as of the date of the Declaration or may become available thereafter by any means, and are appurtenant to a

zoning lot, whereby (a) contiguous tax lots may be merged into a single zoning lot ("Combined Zoning Lot") and the Combined Zoning Lot or a portion thereof may be developed by erecting thereon one or more structures with (i) "floor area" (as such term is defined in the Zoning Resolution); (ii) any bulk and density development rights permitted under the Zoning Resolution, (iii) any so-called bonus redevelopment rights hereafter appurtenant to the Property; or (b) excess "floor area" not utilized by the Building as of the date of the Declaration may be utilized on the zoning lot or transferred to other zoning lots as permitted by the Zoning Resolution.

22. "Family Members" shall mean the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner's Unit.

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

24. "General Common Elements" shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration and the Tax Lot Drawings except with respect to the Ancillary Amenities, which are available only for use by the licensee of the particular Ancillary Amenity.

25. "General Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the General Common Elements; or (ii) the establishment and/or maintenance of a general operating reserve fund for working capital, for replacements with respect to the General Common Elements.

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

27. "Institutional Mortgage" shall mean any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Sponsor or its designee or an Institutional Lender.

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

29. "Land" shall mean all that certain tract, plot, piece, and parcel of land situate, lying and being

in the County of Kings, City and State of New York, as more particularly described in Exhibit A to the Declaration.

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

31. "Limited Common Elements": Limited Common Elements generally are those Common Elements reserved for use and enjoyment by one or more Units.

32. "Managing Agent" shall mean a Person employed by the Condominium Board pursuant to pursuant to paragraph (C) of Section 2.6 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium Board shall delegate, subject to the limitations contained in paragraph (D) of Section 2.6 of the By-Laws.

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

34. "Parking Space" shall mean any parking space located in the Parking Space Area. Each Parking Space is a Residential Common Element. Any reference in the Plan to "owning a Parking Space" means that the Residential Unit Owner has entered into a license for the Parking Space.

35. "Parking Space Area" shall mean an unattended area located on the first floor of the Building containing the Parking Spaces. The Parking Space Area is a Residential Common Element.

36. "Permitted First Mortgage" shall mean a Permitted Mortgage that is a first mortgage lien against a Unit.

37. "Permitted First Mortgagee" shall mean any holder of a Permitted First Mortgage.

38. "Permitted Mortgage" shall mean any mortgage covering one or more Units that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws.

39. "Permitted Mortgagee" shall mean any holder of a Permitted Mortgage at the time in question.

40. "Person" shall mean any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

41. "Plan" shall mean that certain offering plan to convert the Property to condominium ownership filed with the Department of Law of the State of New York pursuant to Section 352-e of the

General Business Law of the State of New York.

42. "Property" shall mean the Land, the Building, all other improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

43. "Register's Office" shall mean the Office of the Register of the City of New York, Kings County.

44. "Residential Common Elements" shall mean those portions of the Common Elements either existing for the common use of the Residential Units or the Residential Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Residential Units, as more particularly described in the Declaration and the Tax Lot Drawings, except with respect to the Ancillary Amenities, which are available only for use by the licensee of the particular Ancillary Amenity.

45. "Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Residential Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Residential Common Elements and/or the Residential Limited Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or Residential Limited Common Elements.

46. "Residential Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals 100%. The Residential Common Interest is the basis for determining a Residential Unit Owner's liability for such Unit Owner's share of the Residential Common Expenses.

47. "Residential Unit" shall mean any of the Residential Units designated as a Residential Unit in the Declaration together with its Common Interest. All such Residential Units are collectively referred to as the "Residential Units."

48. "Residential Unit Owner" shall mean any Unit Owner of a Residential Unit at the time in question. All such Residential Unit Owners are collectively referred to as the "Residential Unit Owners."

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

50. "Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with

paragraph (C) of Section 6.1 of the By-Laws.

51. "Sponsor" As used in New York State regulations pertaining to newly constructed and vacant condominium, the word "sponsor" means "any person, partnership, joint venture, corporation, company, trust, association or other entity or agent thereof who makes or takes part in a public offering or sale in or from the State of New York of participation interests or investments in real estate including condominium interests in realty."

52. "Sponsor's Initial Control". The Sponsor will control the board of managers until whenever the unsold units constitute less than twenty five percent (25%) of the common interests.

53. "Storage Locker" shall mean any storage locker located in the Storage Locker Area and shall include the structural framework and materials out of which the storage locker is constructed. Each Storage Locker is a Residential Common Element. Any reference in the Plan to "owning a Storage Locker" means that the Residential Unit Owner has entered into a license for the Storage Locker.

54. "Storage Locker Area" shall mean the area containing the Storage Lockers. The Storage Locker Area is a Residential Common Element.

55. "Unit" shall mean any of the "Units" as such term is defined in the Condominium Act, located in the Building, which units are more particularly described in Article 6 of, and Exhibit B to, the Declaration and in the Floor Plans.

56. "Unit Owner" shall mean any Person who holds fee title, of record, to one or more Units at the time in question.

57. "Unsold Ancillary Amenity" shall mean an Ancillary Amenity owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of Sponsor at the time in question. All such Unsold Ancillary Amenities are collectively referred to as the "Unsold Ancillary Amenities."

58. "Unsold Units". This term shall only apply in the situation where there is a Sponsor that offers units for sale and shall mean any Unsold Unit owned by Sponsor or its designee at the time in question. It shall not apply to any unit occupied by the Sponsor or any member of his family.

59. "Zoning Resolution" shall mean the Zoning Resolution of the City of New York, as amended from time to time, or replacement rule, regulation or resolution pertaining to development of a zoning lot.

DECLARATION OF CONDOMINIUM

Declarant:

33 Walton Holdings LLC
92 Emerson Place
Brooklyn, NY 11205

Premises:

THE 37 WALTON STREET CONDOMINIUM
37 Walton Street
Brooklyn, New York

County: Kings

Block: _____

F/K/A Lot: _____

N/K/A Lots: _____

Record and return to:

THE LAW OFFICE OF JAY LICHTMAN P.C.
99 West Hawthorne Avenue Suite 520
Valley Stream, NY 11580
(347) 504-1724

DOCUMENT NUMBER 7

CONDOMINIUM BY-LAWS

The Law Office of Jay Lichtman, P.C.
68 Jay Street, Suite 420
Brooklyn, New York 11201

EXHIBIT D

TO THE DECLARATION OF

THE CONDOMINIUM

37 Walton Street
Brooklyn, NY 11206

BY-LAWS

of

THE 37 WALTON STREET CONDOMINIUM

37 Walton Street
Brooklyn, New York

The Law Office of Jay Lichtman P.C.
99 West Hawthorne Avenue Suite 520
Valley Stream, NY 11580

TABLE OF CONTENTS

ARTICLE 1 GENERAL 1

Section 1.1. Purpose. 1
Section 1.2. Definitions. 1
Section 1.3. Applicability of By-Laws. 1
Section 1.4. Application of By-Laws. 1
Section 1.5. Principal Office of the Condominium. 1

ARTICLE 2 BOARD OF MANAGERS 1

Section 2.1. General. 1
Section 2.2. Status of the Condominium Board. 2
Section 2.3. Principal Office of the Condominium Board. 2
Section 2.4. Powers and Duties of the Condominium Board. 2
Section 2.5. INTENTIONALLY OMITTED. 5
Section 2.6. Exercise and Delegation of Powers and Duties. 5
Section 2.7. Number, Election and Qualification of Members 6
Section 2.8. Term of Office of Members. 9
Section 2.9. Resignation of Members. 9
Section 2.10. Vacancies. 10
Section 2.11. INTENTIONALLY OMITTED. 10
Section 2.12. Regular Meetings of the Condominium Board. 10
Section 2.13. Special Meetings of the Condominium Board. 10
Section 2.14. Waiver of Notice of Meetings. 10
Section 2.15. Quorum of the Condominium Board. 10
Section 2.16. Conduct of Meetings. 10
Section 2.17. Decision by the Condominium Board. 10
Section 2.18. Compensation of Members. 11
Section 2.19. Common or Interested Members of the Condominium Board. 11
Section 2.20. Liability of the Condominium Board. 11

ARTICLE 3 OFFICERS 12

Section 3.1. General. 12
Section 3.2. President. 12
Section 3.3. Vice President. 12
Section 3.4. Secretary. 12
Section 3.5. Treasurer. 13
Section 3.6. Election, Term of Office and Qualifications of Officers. 13
Section 3.7. Removal and Resignation of Officers. 13
Section 3.8. Vacancies. 13
Section 3.9. Compensation of Officers. 13
Section 3.10. Liability of the Officers of the Condominium. 13

ARTICLE 4 UNIT OWNERS 14

Section 4.1. Annual Meetings of the Unit Owners. 14
Section 4.2. Special Meetings of Unit Owners. 14
Section 4.3. Place of Meetings. 14
Section 4.4. Notice of Meetings. 14

Section 4.5. Quorum of the Unit Owners. 15
Section 4.6 Conduct of Meetings. 15
Section 4.7. Order of Business. 15
Section 4.8. Voting at Meetings of Unit Owners. 15
Section 4.9. Election of Members of the Condominium Board. 16
Section 4.10. Action without a Meeting. 16
Section 4.11. Title to Units. 16
Section 4.12. Contractual Liability of Unit Owners. 16
ARTICLE 5 OPERATION OF THE PROPERTY 16
Section 5.1. Maintenance. 16
Section 5.2. Alterations, Additions, or Improvements in and to Units. 18
Section 5.3. Alterations, Additions, or Improvements to the Common Elements. 20
Section 5.4. Insurance. 21
Section 5.5. Casualty or Condemnation. 23
Section 5.6. Use of The Property. 25
Section 5.7. Use of the Units. 25
Section 5.8. Use of the Common Elements. 26
Section 5.9. Rights of Access. 26
Section 5.10. Modification of the Rules and Regulations. 27
Section 5.11. Real Estate Taxes, Water Charges and Sewer Rents. 28
Section 5.12. Use of the Ancillary Amenities. 28
Section 5.13. Gas and Electricity. 28
Section 5.14. Utilities Serving the Common Elements. 29
Section 5.15. Vault Charges. 29
Section 5.16. INTENTIONALLY OMITTED. 29
Section 5.17. Records and Audits. 29
ARTICLE 6 COMMON CHARGES 29
Section 6.1. Determination of Common Expenses and Fixing of Common Charges. 29
Section 6.2. Payment of Common Charges. 31
Section 6.3. Statement of Common Charges. 32
Section 6.4. Default in Payment of Common Charges. 32
Section 6.5. Failure by Non-Occupying Owner to Make Payments on its Unit 33
ARTICLE 7 SELLING AND LEASING OF UNITS 34
Section 7.1. General. 34
Section 7.2. No Severance of Ownership. 34
Section 7.3. Payment of Common Charges. 34
Section 7.4. Power of Attorney. 34
Section 7.5. Transfers by Sale, Gifts and Devises, Etc. 35
Section 7.6. Conveyance of Ancillary Amenity Licenses. 35
ARTICLE 8 MORTGAGING OF UNITS 36
Section 8.1. General. 36
Section 8.2. Restrictions on Mortgaging. 36
Section 8.3. Notice of Unpaid Common Charges and Default. 36
Section 8.4. Performance by Permitted Mortgagees. 37
Section 8.5. Examination of Books 37

Section 8.6 Additional Rights of Mortgagee. 37
ARTICLE 9 CERTAIN REMEDIES 38
Section 9.1. Self Help. 38
Section 9.2. Abatement and Enjoinment. 38
Section 9.3. Remedies Cumulative. 38
Section 9.4. Costs and Expenses. 38
ARTICLE 10 ARBITRATION 39
Section 10.1. Procedure. 39
Section 10.2. Variation by Agreement. 39
Section 10.3. Binding Effect. 39
Section 10.4. Costs and Expenses. 40
ARTICLE 11 NOTICES 40
Section 11.1. General. 40
Section 11.2. Waiver of Service of Notice. 40
ARTICLE 12 AMENDMENTS TO BY-LAWS 40
ARTICLE 13 FURTHER ASSURANCES 41
Section 13.1. General. 41
Section 13.2. Failure to Deliver or Act. 41
ARTICLE 14 MISCELLANEOUS 41
Section 14.1. Inspection of Documents. 41
Section 14.2. Waiver. 41
Section 14.3. Conflicts. 41
Section 14.4. Severability. 42
Section 14.5. Gender. 42
Section 14.6. Captions. 42
Section 14.7 Homeowners Associations. INTENTIONALLY OMITTED. 42
RULES AND REGULATIONS 43

BY-LAWS

OF

THE 37 WALTON STREET CONDOMINIUM

ARTICLE 1 GENERAL

Section 1.1. Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of: (i) the Land, which is described in Exhibit A to the Declaration of Condominium of THE 37 WALTON STREET CONDOMINIUM; (ii) the Building, which includes, without limitation, the Units, the Common Elements and all easements, rights and appurtenances belonging thereto; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-Laws form a part.

Section 1.2. Definitions. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Exhibit C to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3. Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 1.4. Application of By-Laws. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and employees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with.

Section 1.5. Principal Office of the Condominium. The principal office of the Condominium shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

ARTICLE 2 BOARD OF MANAGERS

Section 2.1. General. As more particularly set forth in Sections 2.4, 2.5 and 2.6 hereof, the affairs of the Condominium shall be governed by the Condominium Board. In exercising its

powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act as, and shall be, the agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By- Laws.

Section 2.2. Status of the Condominium Board. Unless and until the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Condominium Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3. Principal Office of the Condominium Board. The principal office of the Condominium Board shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

Section 2.4. Powers and Duties of the Condominium Board.

(A) The Condominium Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

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

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership and operation of the Property as a condominium;

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

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

necessary to discharge the same;

(v) to determine the amount and establish the means and methods of payment of, and to collect, the Common Charges and Special Assessments from the Unit Owners;

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

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor;

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 hereof;

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws;

(xii) to accumulate reserve funds for capital replacements or other purposes;

(xiii) to accept the surrender of any Unit pursuant to the terms of paragraph (C) of

Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiv) to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

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

(xvii) to adopt and amend the Rules and Regulations and to levy and collect fines against Unit Owners for violations of the same;

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

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

(xx) to organize corporations to act as the designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium;

(xxi) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate;

(xxii) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the same;

(xxiii) to execute, acknowledge and deliver any documents necessary for filing an appeal for reduction of assessment of real estate taxes on behalf of all units in the Condominium,

unless written notice is received by the Condominium Board from any Unit Owner not to so on behalf of his or her condominium unit;

(xxiv) unless and until real estate taxes, water charges and sewer rents are billed directly to the Unit Owners by the New York City Department of Finance and/or the Department of Environmental Protection, the Condominium Board shall promptly pay such taxes, charges and rents as a common expense. In the event there is a closing prior to the units being separately assessed for real estate taxes the Sponsor shall place in escrow in the name of the Board of Managers an amount equal to the real estate taxes which will be levied against the property for the six (6) month period following the first closing and will collect at each unit closing the estimated amount of taxes attributable to such unit. The unit owners(s) will be required to pay the entire amount of tax allocated to his unit at the time that the Board of Managers is required to make its real estate tax payment to the City of New York. The allocation for taxes will be based on the unit's percentage of common interest allocated to the unit; and

(xxv) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Section 2.5. INTENTIONALLY OMITTED.

Section 2.6. Exercise and Delegation of Powers and Duties.

(A) Any act within the power of the Condominium Board to perform and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Condominium Board.

(B) The Condominium Board may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise, all of the powers of the Condominium Board, subject to both the exceptions and limitations contained in paragraph (D) of this Section 2.6 and such additional exceptions and limitations as the Condominium Board may from time to time deem appropriate, during the intervals between the meetings of the Condominium Board. In addition, the Condominium Board may from time to time appoint, by duly adopted resolutions, such other committees as the Condominium Board may deem appropriate to perform such duties and services as the Condominium Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section 2.6.

(C) The Condominium Board may employ a Managing Agent to serve at a compensation to be established by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations

contained in paragraph (D) of this Section 2.6, the Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section 2.6, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the Condominium Board shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (vii), (x), (xiii), (xiv), (xv), (xvi), (xvii), (xix), (xx) and (xxi) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in Subsection (B) of this Section 2.6 shall have, or be entitled to exercise, any of the powers of the Condominium Board, except to the extent permitted by Law.

Section 2.7. Number, Election and Qualification of Members

Initial Board: Until the first meeting of the Unit Owners following the first closing of a residential Unit under the Plan is held, the Condominium Board shall consist of one (1) or more individuals to be appointed and designated from time to time exclusively by Sponsor.

First Elected Board: At such first meeting of Unit Owners following the First Unit Closing under the plan and at all subsequent meetings of Unit Owners to elect the condominium Board, the Board shall be composed of five (5) Board Members. For so long as there is at least (1) Unsold Unit, the Condominium Board shall consist of a specified number of Independent Board Members and a specified number of Sponsor Board Members, and one (1) Board Member designated and appointed by the owners of the Commercial Unit.

Sponsor Voting Control of Board: Sponsor shall have the exclusive right to designate and appoint three (3) Sponsor Board Members and vote for the Independent Board Member(s) thereby giving Sponsor "voting control" to the condominium Board for five (5) years from first closing of a residential Unit under the Plan or until the Unsold Units constitute less than twenty-five percent (25%) in Common Interest of all Units, whichever is sooner ("Sponsor Board Control Period"). At all elections held after the end of the Sponsor Board Control Period, Sponsor will no longer have the right to designate three (3) Sponsor Board Members, nor nominate candidates to serve as the Independent Board members, and thus Sponsor shall not thereafter exercise voting control of the Board. Sponsor, however, will continue to have the right, for as long as there is at least one (1) Unsold Unit, to vote for the Independent Board Member(s) and to exclusively designate and appoint one (1) Sponsor Board Member.

Voting Right of Commercial Unit Owner: The Sponsor, when owning the Commercial Unit as Unsold Units, or the owners of the Commercial Units, if sold, shall retain and hold the right to appoint and designate one (1) Board Member. This right shall be separate from Sponsor's right to exclusively appoint and designate one (1) Board Member as long as Sponsor owns any other Unsold Units, if any.

The Independent Board Members shall be elected by all Unit Owners, including Sponsor as Owner of any Unsold Units. The Sponsor Board Member shall be appointed and designated exclusively by Sponsor for so long as Sponsor owns at least one (1) Unsold Unit. The Commercial

Board Member shall be appointed and designated by the owner of the Commercial Unit. The Independent Board Member(s) shall represent the interest of the sold and Unsold Unit Owners on the Board. Both the Independent Board Member(s) and the Sponsor Board Member(s) shall make all decisions and conduct all transactions on behalf of the Board that affect the Common Elements, the Association's Properties, the Common Expenses or the Common Charges. The Sponsor Board Member(s) shall represent the interests of the Unsold Unit Owners and shall make all decisions and conduct all transactions on behalf of the Board that affects only the Unsold Units and do not affect the Common Elements, the Associations Properties, the Common Expenses or the Common Charges. The Commercial Board Member shall represent the interests of the Commercial Unit Owner and shall make all decisions and conduct all transactions on behalf of the Board that affects only the Commercial Unit and do not affect the Common Elements, the Associations Properties, the Common Expenses or the Common Charges.

Unit Owners should note that they may never gain control of the Board of Managers and owner-occupants and non-resident owners may have inherent conflicts on management of the condominium.

Sponsor will cause the Condominium Board to call a special meeting of Unit Owners to be held within approximately thirty (30) calendar days after the expiration of the Sponsor Board Control Period. At such meeting, additional Independent Board Members (i.e., individuals who are unrelated to Sponsor and Sponsors principals) will be elected to replace the Sponsor Board Members (who will resign effective at the date of such election). At such time the Independent Board Members will constitute a majority of all Board Members.

Composition, Nomination and Voting Rules for Condominium Board:

From and after the first meeting of Unit Owners following the first closing of a residential Unit, the condominium board shall consist of three (3) Sponsor Board Members, one (1) Board Member appointed by the Commercial Unit Owner and one (1) Independent Board Member. For so long as there is at least one (1) Unsold Unit, the composition of the Condominium board shall be as follows:

(a) at all elections held during only the Sponsor Board Control Period, the Condominium Board shall consist of three (3) Sponsor Board Members, one (1) Board Member appointed by the Commercial Unit Owner and one (1) Independent Board Member, as delineated above; and

(b) at all elections held after the end of the Sponsor Board Control Period, if Sponsor retains any Unsold Units, the Condominium Board shall consist of one (1) Sponsor Board Member (designated by Sponsor), three (3) Independent Board Member duly elected, and one (1) Commercial Board Member.

(c) at all elections held after the end of the Sponsor Board Control Period, if Sponsor no longer retains any Unsold Units, the Condominium Board shall consist of four (4) Independent Board Members, duly elected, and one (1) Commercial Board Member.

The following rules shall govern the nomination and voting for the election of the

Independent Board Members by the Unsold Unit Owners (including Sponsor):

(A) at all elections held during only the Sponsor Board Control Period, there is no restriction or limitation on the nomination and voting rights of Sponsor and other Unsold Unit Owners, who may both nominate and vote to elect any qualified candidates to serve as the Independent Board Member; and

(B) at all elections held after the end of the Sponsor Board Control Period, Sponsor and other Owners (if any) of Unsold Units shall have right to vote (without restriction or limitation) for any and all candidates nominated to serve as Independent Board Members; but they may NOT designate any candidates to serve as Independent Board Members.

The foregoing restriction limiting Sponsor's nomination rights after the end of the Sponsor Board Control Period applies only to nominating candidates to serve as Independent Board Members and does not apply to the Sponsor Board member to be appointed and designated exclusively by Sponsor, or to the Commercial Board Member, aforesaid.

Sponsor Veto Control Period Restrictions: Notwithstanding anything to the contrary contained in these By-Laws during only the Sponsor Veto Control Period (i.e., the period ending the earlier of: (a) the date that the Common Interests appurtenant to the Unsold Units constitute less than 25% of the aggregate Common Interests appurtenant to all Units; or (b) the fifth (5th) anniversary of the first Closing of a Unit under the Plan), the Condominium Board and Unit Owners shall and must obtain Sponsor's prior written discretionary approval or consent to do any of the following:

(a) To raise Common Charges or levy a Special Assessment for any of the following purposes:

(i) To make an Alteration to the Common Elements or the Association's Properties (the latter includes any Unit owner, leased licensed or otherwise held or operated by the condominium Board, or its nominee or designee);

(ii) to create a fund for reserves for non-capital Repairs, Alterations, unanticipated expenses and/or contingencies (i.e., a Reserve for Contingencies), which in the aggregate exceed five percent (5%) of the projected annual General Common Expenses or five percent (5%) of the projected annual Residential Common Expenses (as applicable) for any Budget Year of the Condominium Operation or increase, decrease, or eliminate the minimum ten percent (10%) Reserve for Capital Replacement to be included in each Budget in accordance with the Declaration.

(iii) To increase, decrease, eliminate or otherwise change the number, types, and calcification or working hours of the Buildings' service staff as set forth in the First Year's Budget.

(iv) to increase, decrease or eliminate building services by (for example) entering into contracts for new or additional services or maintenance work not included in said First Year's Budget, or failing to provide any service or maintenance contract set forth in such first

Year's Budget, or otherwise; or

(v) to increase, decease, eliminate or otherwise change the amounted or types of insurance coverage from those set forth in said First Year's Budget, or

(b) To borrow money on behalf of the Condominium.

Limit on Sponsor Veto Control Period Restrictions: Sponsor has the right to condition, delay, withhold or deny its approval or consent to any of the items in the preceding subsection without cause or explanation, and without liability for any Claims or Cost and Expenses or other recourse against Sponsor for conditioning delaying, withholding or denying its consent. Nevertheless, Sponsor will give its approval or consent if the Costs and Expenses (as determined by Sponsor, in its sole and absolute judgment) of the proposed action requiring Sponsor's approval or consent, when added to all other budgeted Residential Common Expenses or General Common Expenses (as applicable), will not increase the Residential Common Charges or General Common Charges (as applicable), inclusive of any Special Assessments of the Condominium Board, for the Budget year of the Condominium at issue, by more than 5% above the residential Common Charges or General Common Charges (as applicable) for the immediately preceding Budget Year of the condominium. In addition, Sponsor may not exercise veto control over expenses included in the first Year's Budget or over expenses required: (a) to comply with applicable Laws; (b) to remedy a governmental notice or violation or (c) to remedy a work order of an insurer of the Building, (d) or any matter concerning the health and safety of the occupants of the building.

Veto Control of Sponsor and Unsold Unit Owners: Sponsor's veto control, as set forth herein, may be exercised during only the Sponsor Veto Control Period and solely by Sponsor while Sponsor owns any Unsold Unit. If Sponsor no longer owns any Unsold Unit, each successor Unsold Unit Owner will have the same right of veto control as Sponsor during only the Sponsor Veto Control Period. In the event of two (2) or more Unsold Unit Owners, the required discretionary Consent of only those Owners of Unsold Units constituting a majority of the Common Interests of all Unsold Units will suffice. Nothing contained herein will extend the Sponsor Veto Control Period.

Section 2.8. Term of Office of Members. The term of office of each member of the Condominium Board shall continue for one (1) year. Notwithstanding anything to the contrary, however, each Condominium Board shall serve until a successor Board is elected and qualified.

There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Condominium Board may serve. In addition, special meetings of Unit Owners may be held from time to time, pursuant to the By-Laws, whenever necessary for the affairs of the Condominium.

Section 2.9. Resignation of Members. Any member of the Condominium Board may resign his or her membership at any time by giving written notice thereof to the Condominium Board.

After the initial period of Sponsor control, a majority of the board of managers need not be

owner-occupants or members of an owner- occupant's household who are unrelated to the Sponsor and its principals.

Section 2.10. Vacancies. Any vacancy on the Condominium Board shall be filled by calling a regular or special meeting to elect a new Board Member pursuant to Section 2.7 of these By-laws.

Section 2.11. INTENTIONALLY OMITTED.

Section 2.12. Regular Meetings of the Condominium Board. Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof, provided that at least one (1) such meeting shall be held during each fiscal year.

Section 2.13. Special Meetings of the Condominium Board. Any member of the Condominium Board may call a special meeting of the Condominium Board whenever he or she deems the same to be necessary or desirable.

Section 2.14. Waiver of Notice of Meetings. Any member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Condominium Board at any meeting thereof shall constitute a waiver by him or her of notice of the time and place thereof.

Section 2.15. Quorum of the Condominium Board. For purposes of all meetings of the Condominium Board, the attendance of a majority of all Board Members thereof shall be required for the transaction of business. In connection therewith, one or more members of the Condominium Board may participate in any meeting thereof by means of telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes.

Section 2.16. Conduct of Meetings. The minutes of the meetings of the Condominium Board shall be faithfully recorded, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of meetings of the Condominium Board unless the same shall be in conflict with the terms of the Declaration, these By-Laws or the Condominium Act.

Section 2.17. Decision by the Condominium Board. Except as otherwise expressly provided in the Declaration or these By-Laws, the affirmative vote of a majority of the members of the Condominium Board shall constitute the decision of the Condominium Board. Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Condominium in the minutes of the Condominium Board. In the event of a deadlock in voting between the two units or in the Condominium Board, such deadlock shall be submitted to an arbitration board in accordance with Article 10, "Arbitration", below.

Section 2.18. Compensation of Members. No member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.19. Common or Interested Members of the Condominium Board. Each member of the Condominium Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by law, no contract or other transaction between the Condominium Board and either (i) any of its members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the members of the Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniary or otherwise, shall be deemed either void or voidable because either (a) any such member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such member was counted for such purpose, provided, however, that either:

(x) the fact thereof is disclosed to, or known by, the Condominium Board or noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by vote of the Condominium Board;

(y) the fact thereof is disclosed to, or known by the Unit Owners, and the Unit Owners authorize, approve, or ratify such contract or transaction; or

(z) the contract or transaction is commercially reasonable to the Condominium Board at the time that the same is authorized, approved, ratified, executed, or otherwise consummated.

Any such member of the Condominium Board may be counted in determining the requisite attendance of any meeting of the Condominium Board that authorizes, approves, or ratifies any such contract or transaction.

Section 2.20. Liability of the Condominium Board.

(A) The members of the Condominium Board shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member of the Condominium Board shall be liable thereto for his or her own bad faith or willful misconduct.

(B) Every contract made, and other document executed, by or on behalf of the Condominium Board, any committee thereof, or the Managing Agent shall expressly state (if obtainable and in addition to the limitation of liability of the officers of the Condominium and the Unit Owners pursuant to the terms of Sections 3.10 and 4.12 hereof, respectively) that the same is made or executed by or on behalf of the Condominium Board, such committee, or the Managing Agent solely as agent for the Unit Owners and that the members of the Condominium Board or such committee or the Managing Agent shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(C) Neither the Condominium Board nor any member thereof shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense; or

(ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(D) The Unit Owners shall jointly and severally indemnify and hold each member of the Condominium Board harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact that such individual is or was, a member of the Condominium Board, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such member.

ARTICLE 3 OFFICERS

Section 3.1. General. The principal officers of the Condominium shall be the President, the Secretary and the Treasurer. The Condominium Board may appoint a Vice President, an Assistant Treasurer, an Assistant Secretary and such other officers as in its discretion may be necessary or desirable. Where necessary, one individual may act as or hold the office of more than one office. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by the officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2. President. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL", including, but not limited to, the power to appoint the members of all committees created by the Condominium Board from amongst the Unit Owners from time to time as he or she may decide, in his or her discretion, are appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Condominium Board shall appoint some other member of the Condominium Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him or her from time to time by the Condominium Board or by the President.

Section 3.4. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5. Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board or in the name of the Managing Agent in such depositories as may from time to time be designated by the Condominium Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6. Election, Term of Office and Qualifications of Officers. Each of the officers of the Condominium Board shall be elected annually by a majority vote of the Condominium Board taken at the organizational meeting of each new Condominium Board and shall serve at the pleasure of the Condominium Board. At least a majority of the officers shall be elected from amongst the members of the Condominium Board who are Unit Owners. The other officers of the Condominium, however, need not be Unit Owners or members of the Condominium Board and need not have any interest in the Condominium.

Section 3.7. Removal and Resignation of Officers. While the Sponsor is in control of the Board, any officer of the Condominium may be removed from office with cause, by an affirmative vote of a majority of the members of the Condominium Board. After initial period of Sponsor's control of the Board, any officer of the Condominium may be removed from office with or without cause, by an affirmative vote of a majority of the members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the Condominium Board. Finally, if the President or the Vice President of the Condominium shall cease to be a member of the Condominium Board during his or her term of office, such officer shall be deemed to have resigned his or her office effective upon the date upon which his or her membership shall cease.

Section 3.8. Vacancies. Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.9. Compensation of Officers. No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.10. Liability of the Officers of the Condominium.

(A) The officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each officer of the Condominium shall be liable thereto for his or her own bad faith or willful misconduct. In addition, every contract made, and other document executed, by one or more officers or other Persons on behalf of the Condominium shall expressly state (if obtainable and in addition to the limitation of liability of the members of the Condominium Board and the Unit Owners pursuant to the terms of Sections 2.20 and 4.12 hereof, respectively) that the same is made or executed by such officers or Persons on behalf of the Condominium solely as agent for the Unit Owners and that such officers or Persons shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(B) None of the officers of the Condominium shall be liable for either:

(i) Any failure or interruption of any utility or other services to be obtained by any such officer on behalf of the Condominium or to be paid for as a Common Expense; or

(ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(C) The Unit Owners shall jointly and severally indemnify and hold each officer of the Condominium harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact that such individual is or was, an officer of the Condominium, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such officer.

ARTICLE 4 UNIT OWNERS

Section 4.1. Annual Meetings of the Unit Owners. The first annual meeting of the Unit Owners shall be held approximately four (4) months after the first closing, as provided both in this Article 4 and in Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held within sixty (60) days of the anniversary date of the first meeting. At each such subsequent meeting, the Unit Owners shall transact such business as may properly come before such meeting. In the event that any annual meeting of members is delayed, the existing Condominium Board shall continue to serve.

Section 4.2. Special Meetings of Unit Owners. The Condominium Board shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt of a petition calling for such a meeting signed by a Unit Owner. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place as may be designated by the Condominium Board.

Section 4.4. Notice of Meetings. The Condominium Board shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail, telephone or telegram not later than five (5) business days prior to the day fixed for the meeting; however, the mailing of such notice to any Unit Owner, addressed to his or her address at the Property, at least ten (10) days prior to the day fixed for the meeting shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Any Unit Owner may designate an address for the giving of notice other than such

Unit Owner's address at the Property by giving written notice thereof to the Condominium Board not less than ten (10) days prior to the giving of notice of the applicable meeting.

Section 4.5. Quorum of the Unit Owners. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of a majority of all Unit Owners shall be required at all meetings of the Unit Owners.

Section 4.6 Conduct of Meetings. The minutes of all meetings of the Unit Owners shall be faithfully recorded, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat.

Section 4.7. Order of Business. The order of business at all annual meetings of the Unit Owners shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting;
(c) Reading of the minutes of the preceding meeting (unless waived);
(d) Reports of officers of the Condominium;
(e) Reports of committees;
(f) Reports of inspectors of election (when so required);
(g) Election or designation of members of the Condominium Board (if there is a vacancy);
(h) Unfinished business; and
(i) New business.

Section 4.8. Voting at Meetings of Unit Owners.

(A) Subject to the terms of Sections 2.7 and 4.9 hereof, at meetings of Unit Owners, each Unit Owner (including the Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one (1) vote for each unit owned.

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In addition, neither the Condominium Board nor any designee thereof shall be entitled to the vote appurtenant to any Unit owned by the Condominium Board or such designee. The vote of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (B) will be excluded when computing the results of voting.

(C) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two (2) or more Persons own a Unit, they shall designate one Person amongst them the vote appurtenant to their Unit in a writing given to the Condominium Board, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually exercise the vote appurtenant to such unit under one ballot without division, and the concurrence of all Persons shall be conclusively presumed if any one of them purports to exercise such vote without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the vote

appurtenant to such Unit shall be counted solely for the purpose of determining whether the required attendance is present for such voting.

(D) The owner(s) of any Unit may designate any Person to act as a proxy on his or her behalf. The designation of any such proxy shall be made in a writing both signed and dated by the designor and delivered to the Condominium Board at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Condominium Board; however, no revocation of such a designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Condominium Board.

Section 4.9. Election of Members of the Condominium Board. After the Sponsor Board Control Period, each Unit Owner shall be entitled to nominate one candidate to be a board member, whom, if elected to the Board in a Unit Owner's vote, shall represent him. See Section 2.7 above.

Section 4.10. Action without a Meeting. Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if the number of Unit Owners sufficient to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this Section 4.10 shall be retained in the records of the Condominium together with a true copy of the resolution to which they relate.

Section 4.11. Title to Units. Title to any Unit may be taken by any Person or by any two (2) or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners in severalty.

Section 4.12. Contractual Liability of Unit Owners. Every contract made by the Condominium Board, by any officer of the Condominium, or by any superintendent or Managing Agent of the Building shall state (if obtainable and in addition to the limitation of liability of the members of the Condominium Board and the officers of the Condominium pursuant to the terms of Section 2.20 and 3.10 hereof, respectively), that the liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) such Unit Owner's interest in his or her Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5 OPERATION OF THE PROPERTY

Section 5.1. Maintenance.

(A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, and replacements, whether structural or non-structural, ordinary or extraordinary, (i) in or to any Unit and all portions thereof (including, but not limited to, the interior walls, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors (entrance and terrace or patio, if any) and their frames and

saddles, exposed plumbing, gas and heating fixtures shall be performed by the owner of such Unit at such Unit Owner's cost and expense; (ii) in or to the Common Elements shall be performed by the Condominium Board as a Common Expense; and (iii) in or to the Limited Common Elements shall be performed (a) by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense, if involving structural or extraordinary maintenance, repair or replacement, (except if necessitated by the negligent act or omission of the Unit Owner) or (b) by the Unit Owner having direct and exclusive access thereto at such residential Unit Owner's sole cost and expense, if involving painting, decorating, and non-structural ordinary maintenance, repairs and replacements.

However, if any work is necessitated by any condition or occurrence in the individual unit such Unit Owner shall be liable for such costs which are not paid by the insurance carrier. Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect which the Condominium Board is responsible pursuant to the terms thereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, however, the exterior glass surfaces of all windows of each Unit are to be washed and cleaned by the owner of such Unit at such Unit Owner's sole cost and expense. In addition, if any painting, decorating, maintenance, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium Board as a Common Expense, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace his or her Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition and order (and free of snow, ice and accumulation of water with respect to any terrace, patio, roof, or other part of the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of terraces, patios, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her Unit.

The public areas of the Building as well as the private areas exposed to public view shall

be kept in good appearance, in conformity with the dignity and character of the Building, as determined by the Condominium Board in its sole discretion, by the Condominium Board, with respect to such parts of the Building required to be maintained by it. In order to promote a consistent appearance of the Building from the outside, no Unit Owner shall be permitted to enclose, erect a greenhouse and/or alter a Limited Common Element appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior approval of the Condominium Board.

If the hallway appurtenant to a Unit is utilized by a single Unit Owner, such Unit Owner shall have the right to modify the decor of such hallway, provided that such decor is in keeping with the décor of the Condominium. Such Unit Owner shall be responsible, at its sole cost and expense, for all maintenance, repairs, replacements and upkeep of the common hallway and the furnishings located thereon.

(D) In the event that any Unit Owner, after receipt of written notice from the Condominium Board, fails or neglects in any way to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Section 5.1 (or of any Common Elements for which such Unit Owner is responsible under the Declaration or these By-Laws), the Condominium Board may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within five (5) days after receiving notice of such default by the Condominium Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible, together with interest thereon at the rate of 2% per month (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Unit Owner to the Condominium Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

Section 5.2. Alterations, Additions, or Improvements in and to Units.

(A) Upon Condominium Board approval, each Unit Owner shall have the right to:

(i) make alterations, additions, or improvements in the interior of his unit;

(ii) make alterations, additions, or improvements in the interior of any part of the property allocated to his unit (i.e. enclosed storage spaces, if any, and other spaces that have no effect on the aesthetic of the Building); or

(iii) change the layout of his unit;

(iv) if such Unit or Units are the only Unit or Units serviced or benefited by any Common Elements adjacent or appurtenant thereto (for example, that portion at the end of a hallway that is directly adjacent to the Unit or Units located at the end of such hallway) and not affecting access or service (including, without limitation,

heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements shall, with the consent of the Board (which consent shall be in the Condominium Board's sole discretion and shall not be required if the Unit Owner or Owners shall be Sponsor or its designees), have the exclusive right of use of such portion of the Common Elements as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be required by reason thereof; provided, however that, notwithstanding anything to the contrary herein, such Unit Owner or Owners agrees, at their sole cost and expense to: (a) be responsible for the operation, maintenance and repair of that portion of the Common Elements for so long as such Unit Owner or Owners exercise such exclusive right of use; and (b) restore that portion of the Common Elements to its original condition, reasonable wear and tear excepted, after such Unit Owner or Owners cease to exercise such exclusive right of use.

provided, however, that, with respect to any such alteration, addition, improvement or change in, to, of or upon a Unit:

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

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

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

In the event that any unit is subdivided, the subdivided units shall jointly exercise and share the vote allocated to the original unit.

Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option, require the Unit Owner to procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and hours during which any such work may be done.

(B) All alterations, additions, and improvements by Unit Owners shall be made in compliance with laws. In connection therewith, the Condominium Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit, provided that, with respect to all such work of a structural nature (but other than that of the nature described in paragraph (B) hereof), the same

was approved by the Condominium Board pursuant to the terms of paragraph (A) hereof.

(C) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s)) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor, materialman, architect, or engineer on account of any alterations, improvements, additions, or repairs made or asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s) shall agree (in a writing executed and delivered to the Condominium Board, if the Condominium Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the members of the Condominium Board, the officers of the Condominium, and the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

(D) Sponsor, and any Commercial Unit Owner shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, or other Unit Owners, to:

(a) make alterations, additions, improvements, or repairs in or to any Unsold Residential Unit or Units, or to the Commercial Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary, including any alterations for which another Unit Owner would require Condominium Board approval; and

(b) subdivide, combine and change the boundary walls of its Units, provided the same does not materially interfere or affect any other Unit,

(c) Subdivide the percent common interest of any of its Units. In the event that any Unit is subdivided subject to the terms and conditions of any offering plan approved by the New York State Department of Law, in connection with a subdivision of the residential Unit, the Individual Units shall severally exercise and share the vote and the percentage of common interest allocated to each Individual Unit.

(d) erect, maintain, repair and replace any signs, awnings, tables, chairs, or the like on the property.

Section 5.3. Alterations, Additions, or Improvements to the Common Elements. Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a Common Expense. Notwithstanding the foregoing, however, whenever the cost and expense of any such alterations, additions, or improvements would, in the judgment of the Condominium Board, exceed $5,000.00 in the aggregate in any calendar year, such proposed alterations, additions, or improvements shall not be made unless first approved by all of the Unit Owners at a duly constituted meeting of the Unit Owners and by the Mortgagee Representatives, if any. Except as otherwise provided in the

Declaration and in these By-Laws, all such alterations, additions, or improvements costing $5,000.00 or less in the aggregate in any calendar year may be made as aforesaid without the approval of either the Unit Owners or any Mortgagee Representatives.

Section 5.4. Insurance.

(A) If the same shall be obtainable, the Condominium Board shall obtain, and shall maintain in full force and effect, fire insurance policies with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the Building (including the restoration of all Units to vanilla box condition, and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration, and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by Unit Owners or the tenants of Unit Owners) and covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear. Each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance or other insurance, (c) invalidity arising out of any acts of the insured, and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to either the Condominium Board or the Insurance Trustee, as provided in Section 5.5 hereof;

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Condominium Board and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either cancelled or substantially modified except upon at least ten days' prior written notice to all of the insureds, including all Permitted Mortgagees.

(v) Duplicate originals or certificates of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be sent to all Unit Owners and Permitted Mortgagees at least ten days prior to the expiration of the then current policies.

(B) The Condominium Board shall also obtain and maintain, to the extent practicable:

(i) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insureds (a) the Condominium Board and each member thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his or her own Unit);

(ii) rent insurance (if applicable);

(iii) workmen's compensation and New York State disability benefits insurance;

(iv) boiler and machinery insurance; and

(v) such other insurance as the Condominium Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to not less than eighty percent of the full replacement cost of the Building, exclusive of land, excavation and foundations, without deduction for depreciation, as approved by a fire insurance company, a qualified insurance broker, or another qualified source;

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than $500,000.00 in the aggregate until the first regular meeting of the first Condominium Board elected by the Unit Owners; and

(iii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (ii) of paragraph (B) hereof, the coverage shall be in an amount equal to the aggregate of all of the Unit Owners' Common Charges for one year.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trustee appointed by the Condominium Board pursuant to the terms of these By-Laws, shall be borne by the Condominium Board as a Common Expense.

(E) Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such, additional insurance carried by any Unit Owner.

Section 5.5. Casualty or Condemnation.

(A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable to the Condominium Board. In either instance, all such monies actually received (hereinafter referred to as the "Trust Funds") shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, or any portion thereof, is taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration (hereinafter referred to as the "Work" of: (i) in the event of a Casualty Loss, the portion(s) of the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the Common Elements affected by such Taking. If, pursuant to the immediately preceding sentence, work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the work shall be performed, to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. In addition, each Unit Owner whose Unit, or any portion thereof, shall be the subject of all or part of any Work shall have the right, subject to the terms of Section 5.2 hereof, to supervise any redecorating of his or her Unit.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section 5.5, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, and all proceeds of such Special Assessment shall become part of the Trust Funds. However, if the insurance proceeds are not sufficient to discharge the cost and expense of performing any work attributable to any part of the building which is not a "Common Element", such cost and expense must be paid by the owner or owners of the Units or Limited Common Element which were damaged, and no Special Assessment may be levied against the Unit Owners. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to the Unit Owner of the damaged unit, except that no payment shall be made to a Unit Owner until there has first been paid, out of said excess, such amounts as

may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph (C) for any projected deficiency in the amount of the Trust Funds available to the Condominium Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remains unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, free of any claim of any lienor (including, without limitation, any Permitted Mortgagee).

In the event that the damage is caused to both a Unit and any portion of the Common Elements, the Condominium Board shall retain the services of an insurance adjuster to determine the amount of damages caused separately to the Unit and the Common Element, and all the underpayments and overpayments shall be subject to provisions in paragraph (C).

(D) If either 75% or more of a Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of the Unit Owners of the Building shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

(E) INTENTIONALLY OMITTED.

(F) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of paragraph (D) hereof, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit after such Taking bears to the total floor area of such Unit prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Condominium Board and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

(G) As used in this Section 5.5, the terms:

"prompt repair or restoration" shall mean that the Work is to be commenced not more than sixty (60) days after the date on which the Condominium Board has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

"promptly resolve" shall mean that a resolution shall be duly made not more than sixty (60) days after the date on which the Condominium Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

(H) Any dispute that may arise under this Section 5.5 between Unit Owners or between any Unit Owner(s) and the Condominium Board shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

Section 5.6. Use of The Property.

(A) No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the Property by its residents or occupants. Any expense incurred by the Condominium due to the creation of a nuisance thereof by a Unit Owner or any occupant, agent, tenant, invitee, guest, friend, or family member, as determined by the Condominium Board, shall be paid by the offending Unit Owner, together with any fine, fee or penalty set forth by the Condominium Board. No immoral, improper, offensive, or unlawful use, as determined by the Condominium Board, shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit Owners or the Condominium Board, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

Section 5.7. Use of the Units.

(A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section 5.7. Each Unit may be used in accordance with the use permitted by local law and zoning regulations and the Certificate of Occupancy. Any Unit may be partially used as a professional office by the owner of such unit only.

(B) A Unit may be used only as a residence and for a lawful home occupation. Each such Unit may only be occupied by: (i) any individual who is a Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Unit Owner or permitted lessee; provided that in each instance in clauses (i) through (vi) above: the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Unit and is not being designated to use the Unit on a transient basis or as other than the primary occupant; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Subject to the foregoing, the Units may only be leased in accordance as stated herein and the Condominium Rules and Regulations. Notwithstanding the foregoing, the Condominium Board may, in its sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this paragraph (B)) may be accommodated therein. This paragraph in its entirety is not applicable to a Commercial Unit Owner.

Section 5.8. Use of the Common Elements. (A) Subject to the terms of paragraph (B) of this Section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. The lobbies, vestibules, public halls, stairways and shall be used only for normal passage through them. Accordingly, all Unit Owners shall require their tradesmen to utilize exclusively the entrance designated by the Condominium Board for transporting packages, merchandise, or other objects.

Use of the Limited Common Elements. The cost of maintenance, repair and replacement of Limited Common Elements shall be borne by the Unit Owner having the exclusive or shared use thereto if such Unit Owner or other person for whom s/he is legally responsible for has caused damage thereto. In the event that the damage caused to a limited common element was not brought about by the Unit Owner having exclusive or shared right thereto or such other person for whom s/he is legally responsible for, the Condominium Board shall be responsible for the cost of such maintenance, repair and replacement, if so necessary.

Section 5.9. Rights of Access.

(A) Subject to the rights of existing tenants and other occupants of Unsold Units, each Unit Owner shall grant to the Condominium Board, to the Managing Agent or manager (if any), to the superintendent and/or to any other Person authorized by any of the foregoing a right of access to his or her Unit for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental

authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in his or her Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the mechanical or electrical services, or other portions of the Common Elements located within his or her Unit or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to his or her Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than one day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) For purposes of paragraph (A), each Unit Owner shall grant to the Condominium Board a right of access to his or her Unit and the Condominium Board shall grant rights of access to the Common Elements, provided that access thereto shall not be exercised with respect to any Unit in such a manner as will unreasonably interfere with the use of such Unit for its permitted purposes.

(C) A right of access is hereby granted to the unit owners, their successors, heirs and assigns, for the purpose of gaining access to the following areas: common areas; mechanical areas of the building, including but not limited to the boiler room, storage room, meter room or any other facility to which each such unit owner has a right of use; or to any area of the property that such Unit Owner has a right to use as part of his Unit or as a Common Element. However, the right shall only be exercised in a reasonable manner.

Section 5.10. Modification of the Rules and Regulations. The Condominium Board shall have the right to amend, modify, add to or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by the vote of 66 2/3% of the Unit Owners. Copies of the text of any amendments, modifications, additions, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than thirty days prior to the effective date thereof.

Section 5.11. Real Estate Taxes, Water Charges and Sewer Rents. Water for the Building shall be supplied by the City of New York. Unless and until real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the City Collector, the Condominium Board shall promptly pay such taxes, charges and rents as a Common Expense. However, the Condominium Board shall have the right, exercisable in its sole discretion to require the installation of submeters to determine the consumption of water by each Unit. In the event of a proposed sale of any Unit, the Condominium Board (for so long as the Condominium Board is still paying such real estate taxes, water charges and sewer rents) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such owner's Unit to the date of the closing of title to such Unit.

Section 5.12. Use of the Ancillary Amenities.

(A) A Storage Locker may be used only for the storage of personal effects of a Residential Unit Owner, and in no event shall any food or other perishable item be stored therein.

A Bicycle Storage Space may be only used for the storage of one standard-sized bicycle of the licensee, and may not be used for the storing of scooters, mopeds, or other motorized vehicles or any personal property belonging to any occupants.

A Parking Space may be used only for the parking of passenger automobiles and motorcycles. No representation is made as to the type or size of vehicles that can be accommodated in any particular Parking Space.

(B)No Ancillary Amenity may be used for any Prohibited Use. The use of an Ancillary Amenity for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of an Ancillary Amenity shall be borne by such Residential Unit Owner.

(C) Notwithstanding anything to the contrary, Sponsor may, without the consent of either the Condominium Board or the Unit Owners, use any Unsold Ancillary Amenity for any purpose permitted by Law or to change the permitted use of an Unsold Ancillary Amenity, subject to the provisions of the By-Laws. An Ancillary Amenity may only be licensed or sublicensed to another Residential Unit Owner or a Purchaser who is simultaneously purchasing a Residential Unit and in no event shall be transferred independently of the ownership of a Residential Unit.

(D) The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the use of, insurance coverage for, and access to the Ancillary Amenities and Ancillary Amenity Area(s).

Section 5.13. Gas and Electricity. Gas and electricity shall be supplied to each Unit through a separate meter for such Unit, and each (Unit Owner shall be required to pay all charges for gas and electricity consumed or used in his or her Unit directly to the utility company servicing the Building as and when billed therefor. However, the Condominium Board shall have the right, exercisable in its sole discretion, to require that gas and electricity be supplied to the Condominium

through one or more common meters. In such an event, the cost thereof shall be borne by each Unit Owner based upon the consumption or usage of gas and electricity in his or her Unit, as determined by submetering, survey, or any other reasonable method prescribed by the Condominium Board and permitted by Law, and shall be payable either to the Condominium Board or to the utility company servicing the Building, as directed by the Condominium Board.

Section 5.14. Utilities Serving the Common Elements. The cost and expense of water, steam, electricity and gas serving or benefitting any Common Element shall be (i) considered part of the expense of maintaining such Common Elements, (ii) determined by the Board and (iii) charged to the Unit Owners as a Common Expense. The Condominium reserves the right to have sub-meters installed and bill unit owners for their allotted water use which shall be payable to the Condominium in addition to the regular monthly Common Charges.

Section 5.15. Vault Charges. All license fees, and all periodic taxes and charges, for vaults or other protrusions beyond the building line shall be paid by the Condominium Board as a Common Expense.

Section 5.16. INTENTIONALLY OMITTED.

Section 5.17. Records and Audits.

(A) The Condominium Board, or the Managing Agent, shall keep full, detailed and accurate records with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

(B) Within (4) four months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared by an independent accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a Common Expense.

ARTICLE 6 COMMON CHARGES

Section 6.1. Determination of Common Expenses and Fixing of Common Charges.

(A) From time to time, but not less frequently than once a year, the Condominium Board shall: (i) prepare and adopt and budget for the Condominium, subject, in all respects, to the strictures set forth in Section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in these By-Laws). Pursuant to N.Y. Real Prop. Law ("RPL") § 339-m, the Condominium Board shall specially

allocate Common Expenses and Common Charges to the Commercial Unit, as reasonably determined, annually, by the Condominium Board. The Condominium Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them and, not later than ten days next preceding the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees. The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

(B) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Condominium Board shall have the right, subject, in all respects, to the strictures contained in Section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments shall be levied against all Unit Owners in proportion to their respective Common Interests and may be payable either in one lump sum or in installments, as the Condominium Board shall determine, provided, however that the Condominium Board shall give each Unit Owner not less than fifteen (15) days' notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Condominium Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Section 6.4 hereof).

(D) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners, and shall be collected on behalf of the Unit Owners by the Condominium Board and applied against the Common Expenses for the year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Condominium Board against the Common Expenses for the next succeeding year(s) of operation, and no Unit Owner shall be entitled to a distribution of any portion of such excess unless the Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests. Notwithstanding any provision contained in these By-Laws or in the

Declaration to the contrary, however, in no event shall any rent, profit, or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings, or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

Section 6.2. Payment of Common Charges.

(A) All Unit Owners shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit.

(B) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against his or her Unit subsequent to a sale, transfer, or other conveyance by him or her of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his or her acquisition thereof, except that, to the extent permitted by Law, a Permitted First Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted First Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted First Mortgage and prior to the acquisition of title to such Unit by the Permitted First Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted First Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure. Any unpaid Common Charges and Special Assessments that are not collected from such defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time that the same is levied.

(C) Subject to the terms and conditions contained in these By-¬Laws, any Unit Owner may convey his or her Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted First Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit.

(D) No Unit Owner shall be exempted from liability for the payment of Common

Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his or her Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (C) hereof. Except as expressly provided to the contrary in paragraph (E) of Section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit Owner's Unit) pursuant to the terms of Sections 5.1, 5.2 or 5.3 hereof; or (iii) any action taken by the Condominium Board to comply with Law.

Section 6.3. Statement of Common Charges. The Condominium Board shall promptly provide a written statement of all unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 6.4. Default in Payment of Common Charges.

(A) In the event that any party defaults in performing any act or making any payment which is that party's responsibility hereunder and said default is not cured within fifteen (15) days of written notice of said default, then the Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board that remains unpaid for more than thirty days after the due date for the payment thereof. In connection therewith, the Condominium Board shall at its discretion or upon instruction by sponsor if sponsor is in control of the board, have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 399-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 399-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectable by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges. In accordance with Section 339-aa of the Real Property Law, the Sponsor while in control of the Board of Managers will cause the Board of Managers to file a lien on units in which the Sponsor is more than thirty (30) days in arrears of Common Charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay a penalty charge equal to 10% of the outstanding charge, together with all costs and expenses paid or incurred by the Condominium Board, the Managing Agent, or the manager (if any) in connection with collecting such aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs. In addition, if the Condominium Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner shall be required to pay a reasonable rental for the use of his or her Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such interest, costs and expenses and rentals shall be added to and shall constitute Common Charges payable by such Unit Owner.

(C) In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure sale shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

Section 6.5. Failure by Non-Occupying Owner to Make Payments on its Unit

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

> For purposes of this section, "non-occupying owner" means a condominium unit owner who does not occupy the dwelling unit.
>
> If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within 60 days of the expiration of any grace period after they are due, the Condominium Board shall provide written notice to the tenant and the non-occupying owner that rental payments from the tenant shall be paid directly to the Condominium Board.
>
> Such notice shall provide that commencing immediately and until such time as all such payments are made current, all rental payments due subsequent to the issuance of such notice are to be made to the Condominium Association at the address listed on the notice. However, where a majority of the Board of Managers has been elected by Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Condominium Board.
>
> When such payments from the non-occupying owner are once again current, written notice of this fact shall be given within 3 business days to the rental tenant and non-occupying owner; thereafter, all rental payments shall be made payable to the non-occupying owner or a designated agent.
>
> A non-occupying owner who disputes the Board's claim to rental payments pursuant to Section 339-kk shall be entitled to present facts supporting such position at the next scheduled meeting of the Board of Managers, which must be held within 30 days of the date that such Board receives notice that such owner seeks to dispute such claim.

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

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

Section 6.6 Reserve Fund. The budget for the Condominium shall include a yearly Reserve Fund. Such funds may be used only for capital expenditures.

ARTICLE 7 SELLING AND LEASING OF UNITS

Section 7.1. General. Subject to the terms of Section 7.5 hereof, no Unit Owner may sell or lease his or her Unit except in compliance with, the applicable provisions of this Article 7. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of the said Unit Owner as the owner or landlord, as the case may be. The said Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs. Every lease shall be for a period of at least thirty (30) days.

Section 7.2. No Severance of Ownership. No Unit Owner shall execute any deed or other instrument conveying title to his or her Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.2, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests. However, in no event shall any party which has use of the driveway be allowed to lease his interest in the driveway to a non-occupant of the property.

Section 7.3. Payment of Common Charges. No Unit Owner shall be permitted to convey or lease his or her Unit unless he or she shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit. Proceeds from lease payments may be used to satisfy the outstanding Common Charges.

Section 7.4. Power of Attorney. At the time of acquiring title to a Unit and as a condition

thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of his or her title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office, the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form set forth as Exhibit E to the Declaration.

Section 7.5. Transfers by Sale, Gifts and Devises, Etc. Any Unit Owner shall be free to sell, convey, gift or transfer his or her Unit, together with its Appurtenant Interests, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, all the provisions of this Declaration and By-Laws.

Section 7.6. Conveyance of Ancillary Amenity Licenses.

(A) Except for Sponsor, no Residential Unit Owner shall be permitted to assign, convey or lease any Ancillary Amenity to anyone other than a Residential Unit Owner or its Permitted User. An Ancillary Amenity License may be assigned by a Residential Unit Owner at any time (and not subject to any right of first refusal by the Condominium Board) provided (i) the assignee is another Residential Unit Owner at the Condominium or a purchaser who is simultaneously purchasing a Residential Unit; (ii) the assignee assumes the obligations under the Ancillary Amenity License; (iii) notification of the assignment is promptly delivered to the Condominium Board in compliance with its requirements; and (iv) all unpaid Common Charges and Special Assessments and other obligations due to the Condominium have been paid in full. Provided that the assignor and assignee are not in default under the Declaration, these By-Laws, and the Ancillary Amenity License and are in compliance with the policies and procedures under these By-Laws relating to assignments of Ancillary Amenities, the Condominium Board shall not unreasonably withhold, condition, or delay its signature on the Assignment and Assumption of Ancillary Amenity License.

(B) An Ancillary Amenity License shall automatically terminate at such time as the Licensee no longer owns a Residential Unit, unless the Ancillary Amenity License is assigned to and assumed by another Residential Unit Owner in accordance with the terms of the Ancillary Amenity License and these By-Laws. A Licensee may also voluntarily surrender an Ancillary Amenity License to the Condominium Board. Ancillary Amenity Licensees shall be responsible for any and all Ancillary Amenity License fees associated with their respective Ancillary Amenity in addition to Common Charges. The Condominium Board may elect to terminate an Ancillary Amenity License in the event that the Licensee defaults in its obligations under the Ancillary Amenity License beyond any applicable cure periods or as otherwise provided for in the Ancillary Amenity License. Upon the surrender or termination (for any reason whatsoever) of an Ancillary Amenity License, the Condominium Board shall have the right in its sole discretion to issue a new Ancillary Amenity License for the Ancillary Amenity to another Residential Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate the former Licensee therefor.

(C) The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the procedures for assigning, transferring, surrendering, terminating, and/or otherwise conveying the Ancillary Amenities.

ARTICLE 8 MORTGAGING OF UNITS

Section 8.1. General. Each Unit Owner shall have the right to mortgage his or her Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages his or her Unit, or the holder of such mortgage, shall supply the Condominium Board with the name and address of his or her mortgagee and shall file a confirmed copy of the note and mortgage with the Condominium Board. Any Unit Owner who satisfies a mortgage covering his or her Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units".

Section 8.2. Restrictions on Mortgaging.

(A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate his or her Unit unless and until he or she shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

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

(C) Any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions thereto as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association, or other institutional or non- institutional lender to make the mortgage loan or take an assignment thereof.

Section 8.3. Notice of Unpaid Common Charges and Default. Whenever requested in writing by a Permitted Mortgagee, the Condominium Board shall promptly report to such Permitted Mortgagee any default by his or her mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his or her Permitted Mortgagee, if so requested. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his or her mortgagor under the Condominium' Documents, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Condominium Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such

Permitted Mortgagee.

Section 8.4. Performance by Permitted Mortgagees. Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his or her Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5. Examination of Books. Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 8.6 Additional Rights of Mortgagee.

A. If the Declaration and the By-Laws of the Condominium are to be amended and such amendment would materially interfere with any right or interest of any mortgagee such amendment may only be filed upon approval of 51% of all mortgagees.

B. In addition to any other notices provided for in the Declaration and By-Laws, Notices will be sent to any mortgagee, by certified or registered mail return receipt requested, upon the happening of any of the following circumstances to either the building or to a mortgaged unit:

(1) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking") in accordance with section 5.5 of the By-Laws.

In addition to notice in the event of any happening in this subsection (1), when applicable (i) no termination of condominium shall occur (whether because of casualty, condemnation or other reasons) without 51% mortgagee approval; and (ii) no use of the insurance proceeds for any purpose other than to rebuild shall occur without 51% mortgagee approval.

(2) In the event that any party whose unit or interest is mortgaged to a mortgagee defaults in performing any act or making any payment which is that party's responsibility hereunder, including Common Charges and/or Special Assessments, for a period of sixty (60) days after the obligation to pay, and said default is not cured within fifteen (15) days of written notice of said default.

(3) If any insurance policies insuring the Building and all service machinery contained therein covering the interest of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear may not be either cancelled, or be allowed to lapse, or substantially modified except upon at least ten (10) days' prior written notice to all of the insureds, including all Permitted Mortgagees.

(4) If the Declaration and the By-Laws of the Condominium are to be amended and such amendment would materially interfere with any right or interest of any mortgagee.

C. Notwithstanding the foregoing provisions in the event a mortgagee fails to respond to written notice within sixty (60) days of said written notice, provided notice was delivered by certified or registered mail return receipt requested said silence shall be construed as an implied approval by said mortgagee.

ARTICLE 9 CERTAIN REMEDIES

Section 9.1. Self Help. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, including, without limitation, any breach of his or her obligation to paint, decorate, maintain, repair, or replace his or her Unit pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Condominium Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five (5) day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Condominium Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Condominium Board may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 9.2. Abatement and Enjoinment. In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, the Condominium Board shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 9.3. Remedies Cumulative. The remedies specifically granted to the Condominium Board in this Article 9 or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Condominium Board. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 9.4. Costs and Expenses. All sums of money expended, and all costs and expenses incurred, by the Condominium Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or paragraph (A) of Section 9.2 hereof or shall be immediately payable by such Unit Owner to the Condominium Board, which amount shall be paid within ten (10) days of receiving notice. In the event it is not paid within ten (10) days of receiving notice, a penalty charge equal to 10% of the outstanding charge shall be payable. All sums payable by a Unit Owner to the Condominium Board pursuant to the terms of this Section 9.3 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 10 ARBITRATION

Section 10.1. Procedure. Any matter or issue that may be resolved by arbitration pursuant to New York State law, or if there is a deadlock in any matter, must be submitted to arbitration. If the parties cannot agree on the arbitrator(s) or if the arbitration procedure has not commenced for any other reason within ninety (90) days of the original notice, then such dispute or question shall be submitted to the American Arbitration Association, under its Commercial Arbitration Rules, which will give any party the rights he is entitled to under New York law. The arbitrator shall be a third party mutually agreed upon by the affected parties. No party may commence a proceeding in any other forum other than to enforce these arbitration provisions. The decision of the arbitrator(s) so chosen shall be given within thirty (30) days after his/her/their selection or appointment. The decision shall be enforceable in a court of law of competent jurisdiction. In the event there is a deadlock in voting between the units, such deadlock shall be submitted to arbitration. The place of arbitration shall be Brooklyn, New York and New York State law shall apply. The arbitration board is hereby given the power to cast a deciding vote in order to break any deadlock, and shall render an arbitration decision in accordance with the best interests of the Condominium. The determination of said arbitration shall be binding and legally enforceable by the parties and the Condominium Board shall follow the directions of the Arbitrator(s). The panel will have the authority to file their decision with the Court under the New York Arbitration Law and Article 75 of the CPLR. The following language shall be signed to by the parties prior to the commencement of the arbitration proceedings (Note: capitalized terms shall have the meaning described to them in the Offering Plan for The 37 Walton Street Condominium [the "Plan"]):

> "We, the undersigned parties, hereby agree to submit to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules the following controversy: [Describe controversy, issue, or matter in which there is a deadlock in voting]. We have not reached an agreement as to the [determination of the controversy, issue or vote]. Therefore, we are submitting the matter to the arbitration under these terms. We further agree that the above controversy be submitted to one arbitrator and that in so doing, we are giving up the right to bring suit in court including the right to a trial by jury, concerning the [determination of the controversy, issue or vote], except as provided by the rules of the arbitration forum in which the determination is sought. The place of the arbitration shall be Brooklyn, New York, and New York State law shall apply. We further agree that we will faithfully observe this agreement and the rules, that we will abide by and perform any decision and action rendered by the arbitrator, and that the decision shall be legally enforceable in any court having jurisdiction in this matter."

Section 10.2. Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 10.3. Binding Effect. The decision in any arbitration conducted pursuant to the

terms of Sections 10.1 and 10.2 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 4.1 hereof shall be non-binding.

Section 10.4. 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 Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE 11 NOTICES

Section 11.1. General. All notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

A. if to the Condominium Board, to the Condominium Board at its principal office as set forth in Section 1.5 hereof, with a photocopy sent to the Managing Agent (if any) at its principal office address as aforesaid;

B. if to a Unit Owner, to such Unit Owner at his or her address at the Property; and

C. if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 11.1 shall be deemed given when deposited in a United States Postal Service depository located in the State of New York enclosed in a sealed, postage prepaid wrapper, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United State Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 11.2. Waiver of Service of Notice. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 12 AMENDMENTS TO BY-LAWS

Any provision of these By-Laws may be amended, modified, added to, or deleted by the

affirmative vote of 66 2/3% of all Unit Owners either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all Unit Owners, which power-of-¬attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.10 hereof, in which Secretary's Certification there shall be described the number and percentage of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

ARTICLE 13 FURTHER ASSURANCES

Section 13.1. General. Any Person that is subject to the terms of these By-laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for therein, and take such other action as such other Person may reasonable request in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2. Failure to Deliver or Act. If any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Condominium Board or its Managing Agent, is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

ARTICLE 14 MISCELLANEOUS

Section 14.1. Inspection of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 14.2. Waiver. No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 14.3. Conflicts. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of

the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control. All provisions of the Declaration and By-Laws are subject to any written agreement among the owners of the Units.

Section 14.4. Severability. If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5. Gender. A reference in these By-Laws to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.6. Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

Section 14.7 Homeowners Associations. INTENTIONALLY OMITTED.

ADDENDUM TO THE BY-LAWS OF

THE 37 WALTON STREET CONDOMINIUM

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used in any manner to impede the ingress and egress to the units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

3. Nothing shall be hung or shaken from any doors, window, or open terraces or patios, or placed upon the windowsills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

4. There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

5. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.

6. Nothing shall be done or be kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his or her Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

7. There shall be no barbecuing in the Units, or in the Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board. Porches, decks and backyards, if any, are designated for barbecuing.

8. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises (except for noises made by children under the age of ten (10) years) or odors to be produced upon or to emanate from his or her Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit

between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. The manner of dress of each unit owner, his family and guests and invitees shall be modest and inoffensive to the majority of the unit owners. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

9. Smoking, which includes carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, cigars, pipes or electronic cigarettes, shall be permitted only inside a Unit or in an outdoor Limited Common Element that is connected to a Unit. Smoking anywhere else in the Condominium shall be prohibited, including, but not limited to, in indoor and outdoor Common Elements. No Unit Owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property except in their Unit or in any outdoor Limited Common Element that is connected to the Unit. Smoking in violation of this rule shall constitute a nuisance pursuant to the terms and provisions of the By-Laws and shall be subject to a fine as reasonably determined by the Condominium Board.

10. 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.

11. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

12. Each Unit Owner shall keep his or her Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

13. The agents of the Condominium Board or the Managing Agent, R' Shayale ben R' Moshe, and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

14. The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit

Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry there is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

15. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as otherwise provided herein) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

16. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building.

17. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

18. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

19. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

20. Each Unit Owner shall notify the Condominium Board or the Managing Agent, 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, designed specifically to prevent a child from falling out of the 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 Condominium Board or the Managing Agent.

DOCUMENT NUMBER 8

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

AGREEMENT made this _____ day of _____, 20_____, by and among _____ ("PURCHASER"), 33 WALTON HOLDINGS LLC, ("SPONSOR"), as sponsor of The 37 Walton Street Condominium offering plan ("Plan") and The Law Office of Jay Lichtman P.C. ("ESCROW AGENT").

WHEREAS, SPONSOR has filed the Offering Plan with the Attorney General to offer for sale condominium ownership interests at the premises located at 37 Walton Street, Brooklyn, NY subject to the terms and conditions set forth in the Plan; and

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

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

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

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1. ESCROW AGENT has established an escrow account for the purpose of holding the Deposit made by PURCHASER pursuant to that certain purchase agreement for the purchase and sale of unit _____ (the "Purchase Agreement") at Chase Bank N.A. located at 136 Front Street, Brooklyn, New York 11201 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Law Office of Jay Lichtman P.C. Attorney Escrow Account" ("Escrow Account"). [The account number is _____.]

1.2 ESCROW AGENT has designated the following attorneys to serve as signatories: Jay Lichtman, Esq. All designated signatories are admitted to practice law in the State of New York and have an address of 99 West Hawthorne Avenue Suite 520, Valley Stream, New York 11580, and a telephone number of (347) 504-1724.

1.3 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising

out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

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

1.5 The Escrow Account is an IOLA account with no interest accrued to the benefit of the either the Sponsor or the purchaser. An IOLA account is a special segregated escrow account maintained by an attorney in which the interest earned is paid to the State of New York. It is not anticipated that any interest will be earned thereon. If at some future point, the Offering Plan is amended to provide that the account will be a non-IOLA account, then the interest rate for all deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

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

2.2 Within five (5) business days after the Purchase Agreement has been tendered to ESCROW AGENT along with the DEPOSIT, ESCROW AGENT shall 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. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law,

Real Estate Finance Bureau, 28 Liberty Street, 21st Floor New York, NY 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS

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

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

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

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

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

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

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

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

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

4. RECORDKEEPING.

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

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

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

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

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

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

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

6. RESPONSIBILITIES OF SPONSOR.

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

6.2 SPONSOR shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from PURCHASER

and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

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

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

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

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2 above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

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

9. GOVERNING LAW.

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

10. ESCROW AGENT'S COMPENSATION.

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

11. SEVERABILITY.

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

12. INDEMNIFICATION.

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

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13. ENTIRE AGREEMENT.

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

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

PURCHASER
[INSERT NAME]

By: _____
Name: _____
Title: _____

ESCROW AGENT:
The Law Office of Jay Lichtman P.C.

By: _____
Jay Lichtman, Esq

SPONSOR:
33 WALTON HOLDINGS LLC

By: _____
Name: Abraham Brach
Title: Principal of Sponsor

DOCUMENT NUMBER 9

FORM OF LEASE AGREEMENT

INTERIM LEASE

AGREEMENT made this _____ day of _____, 20___, between, 33 Walton Holdings LLC (hereafter SPONSOR) and _____, (hereinafter PURCHASER);

W I T N E S S E T H :

WHEREAS, SPONSOR is the Sponsor of a condominium conversion of premises located at 37 Walton Street, Brooklyn, New York 11206; and,

WHEREAS, PURCHASER has executed a Purchase Agreement for Unit _____ at said premises; and,

WHEREAS, PURCHASER wishes to occupy said apartment prior to the closing of the transaction;

NOW, THEREFORE, in conformity with the terms and conditions of the Offering Plan filed with the Attorney General of the State of New York, the parties agree as follows:

1. Commencing on the date of the execution of the Purchase Agreement, and terminating as hereinafter specified, PURCHASER shall have the right to use and occupy the aforementioned apartment.

2. PURCHASER shall have the right to occupy the apartment and PURCHASER shall pay a fee for use and occupancy of the apartment of $_____ per month starting _____ ____, 20___. It is understood that this use and occupancy fee is not rent, and that no landlord-tenant relationship has been created between the parties, and that this agreement is not governed or subject to any rent regulatory laws. If the unit fails to close within 90 days of _____ ____, 20___, the use and occupancy charge shall be increased $_____ a month unless the unit failed to solely through the fault of the Sponsor.

3. The use and occupancy fee for the month in which closing occurs shall not be adjusted for at closing. No portion of the use and occupancy fee will be applied to the purchase price of the apartment.

4. The terms of the Offering Plan and all related documents in effect as of the date hereof are incorporated in and made a part of this agreement.

5. As of the date of this Agreement, risk of loss to the apartment and its contents by fire or other hazard shall be determined pursuant to the terms of the Purchase Agreement for such apartment, as contained in the Offering Plan for the premises in effect as of the date hereof, as if PURCHASER was the owner of such apartment.

6. PURCHASER shall pay all utility costs and make any repairs to the apartment for which he would be obligated as owner. SPONSOR will not be responsible for ordinary wear and tear to the apartment during the PURCHASER'S occupancy.

7. PURCHASER may not make any alterations to the apartment without SPONSOR'S written consent.

8. This lease will terminate on the happening of the earliest of the following:

   (a) Closing

   (b) Rescission of the Purchase Agreement by PURCHASER

   (c) Default by PURCHASER

9. Upon a default by PURCHASER or Rescission of the subscription agreement by PURCHASER, which is not cured within 15 days after notice thereof, PURCHASER'S right to occupy the apartment will terminate, and PURCHASER must vacate the apartment within thirty (30) days after mailing of Notice to Vacate by the SPONSOR. Such notice must be by certified mail, return receipt requested, to the apartment. PURCHASER agrees to pay SPONSOR $500.00 per day for each day he remains in possession beyond the 30th day following mailing of the Notice to Vacate in conformity with this section. SPONSOR is hereby irrevocably authorized to deduct said per diem sum directly from any amounts being held as a security deposit hereunder, or from any sums being held in escrow pursuant to the contract of sale. Nothing contained herein shall be construed so as to limit SPONSOR's ability to have PURCHASER evicted from the premises and to pursue any other legal remedy available to SPONSOR; nor shall anything herein be construed as a waiver by the SPONSOR of his right to retain, as liquidated damages, the down payment deposited upon execution of the Purchase Agreement.

10. Any default under this agreement will be a default under the Purchase Agreement, and any default under the Purchase Agreement will be a default under this agreement. Any such default will terminate PURCHASER'S right to use and occupancy and will also terminate PURCHASER'S right to purchase the apartment and may result in loss of the down-payment.

11. This agreement may not be assigned, and may not be changed, except by signed, written instrument. This agreement is the entire agreement between the parties as regards use and occupancy of the apartment pending closing.

12. As of the date hereof PURCHASER confirms that all work required to be done in or about the subject apartment has been completed; and that in all respects PURCHASER agrees to accept the apartment in "as is" condition; subject to the "punch list", if any, attached hereto. As of the date hereof, PURCHASER waives any right whatsoever to cancel the contract, except for material change in the Offering Plan.

13. Before the Sponsor may utilize the default under the lease to declare a default under the purchase agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit.

14. Building Smoking Policy: By signing this Agreement, Purchaser represents that he/she is

informed that Smoking, which includes carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, cigars, pipes or electronic cigarettes, shall be permitted only inside a Unit or in an outdoor Limited Common Element that is connected to a Unit. Smoking anywhere else in the Condominium shall be prohibited, including, but not limited to, in indoor and outdoor Common Elements. Purchaser agrees that Purchaser shall not smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property except in Purchaser's Unit or in any outdoor Limited Common Element that is connected to the Unit. Purchaser is aware that Smoking in violation of this rule shall constitute a nuisance pursuant to the terms and provisions of the By-Laws and shall be subject to a fine as reasonably determined by the Condominium Board.

15. If any term of this agreement differs from the Offering Plan as accepted for filing by the Attorney General of the State of New York, the offering plan shall be controlling.

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

PURCHASER:

SPONSOR:

BY: _____

BY: _____

PURCHASER:

BY: _____

STATE OF NEW YORK,
COUNTY OF SS:

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

_____
Notary Public

STATE OF NEW YORK,
COUNTY OF SS:

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

_____
Notary Public

STATE OF NEW YORK,
COUNTY OF SS:

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

_____
Notary Public

DOCUMENT NUMBER 10

FORM OF ANCILLARY LICENSE AGREEMENT

STORAGE LOCKER LICENSE

AGREEMENT made this _____ day of _____ ("Storage Locker License") by and between 33 Walton Holdings LLC, having an office at 92 Emerson Place, Brooklyn, NY 11205 ("Sponsor"), and the Condominium Board of The 37 Walton Street Condominium on behalf of all Unit Owners, having an address at 37 Walton Street, Brooklyn, NY 11206 ("Condominium Board") (Sponsor and the Condominium Board are sometimes collectively referred to as "Licensor") and _____ having an address at 37 Walton Street, Unit _____, Brooklyn, NY 11206 ("Licensee");

W I T N E S S E T H:

WHEREAS, Walton Condominium ("Condominium") is governed by a certain Declaration of Condominium recorded in the Office of the Register of the City of New York, County of Kings as the same has been or may be amended from time to time ("Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time ("By-Laws") and the Rules and Regulations of the Condominium, as the same has been or may be amended from time to time ("Rules and Regulations") ("Declaration," the "By-Laws" and the "Rules and Regulations" are collectively referred to as the "Condominium Documents"); and

WHEREAS, the Condominium is located at 37 Walton Street, Brooklyn, NY 11206 ("Building"); and

WHEREAS, storage lockers are located in a portion of the Building ("Storage Locker Area"); and

WHEREAS, Licensee owns or simultaneously herewith is acquiring Residential Unit No. _____ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of that certain storage locker designated as Storage Locker #____ ("Storage Locker") for so long as Licensee owns a Residential Unit in the Condominium; and

WHEREAS, the Condominium Board granted Sponsor the exclusive right to sell, without charge, the Storage Locker pursuant to a storage locker license and the Condominium will not be entitled to any of the proceeds from such sale; and

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, its successors and assigns, a storage locker license for the exclusive use of the Storage Locker ("Storage Locker License") and Licensee hereby accepts the Storage Locker License from Licensor for a term commencing on the date hereof.

2. Licensee is responsible to pay monthly fees to Licensor in such amounts as may be established by the Condominium Board in accordance with the By-Laws from time to time. The Condominium Board has the right to withdraw, reinstate, and/or otherwise regulate license fees and Special Assessments in connection with the Storage Locker. Any fee and/or Special Assessment due hereunder or imposed by the Condominium Board in the future shall constitute

"additional Common Charges" under the terms of the Condominium Documents. Licensee's failure to pay the fee and/or Special Assessment due hereunder or imposed by the Condominium Board in the future shall constitute a material default under the terms of the Condominium Documents.

3. The Storage Locker may be used only for the storage of personal effects of a Residential Unit Owner, and in no event shall any food or other perishable item be stored therein. Licensee acknowledges that the Storage Locker may not be used for (a) storing any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt, or other sanitary problems or create a nuisance, or (b) sleeping or other occupancy uses (each, a "Prohibited Use") and that the use of the Storage Locker for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of the Storage Locker shall be borne by Licensee.

4. A Storage Locker may not be licensed independently of a Residential Unit. This Storage Locker License shall automatically terminate at such time as Licensee no longer owns a Residential Unit, unless this Storage Locker License is assigned to and assumed by another Residential Unit Owner in accordance with the terms of this Storage Locker License and the Condominium Documents. Licensee may also voluntarily surrender the Storage Locker License to the Condominium Board. Ancillary Amenity Licensees shall be responsible for any and all Ancillary Amenity License fees associated with their respective Ancillary Amenity in addition to Common Charges.

5. This Storage Locker License may be assigned by Licensee at any time provided that (i) the assignee is a Residential Unit Owner at the Condominium or simultaneously purchasing a Residential Unit, (ii) the assignee assumes the obligations hereunder in the form annexed hereto, (iii) the assignee delivers notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time, and (iv) the assignee and the Licensee do not owe any outstanding monies to the Condominium. Provided that the assignor and assignee are not in default under the Declaration, By-Laws, and this Storage Locker License and are in compliance with the policies and procedures under the By-Laws relating to assignments of Storage Locker Licenses, the Condominium Board shall not unreasonably withhold, condition, or delay its signature on the assignment form annexed hereto.

6. Licensee shall not store any property in the Storage Locker Area outside of the Storage Locker.

7. Licensee represents that Licensee has made a thorough inspection of the Storage Locker and the Storage Locker Area and agrees to take same in its "as is" condition as of the date of this Storage Locker License.

8. Licensee represents that Licensee shall, throughout the term of this Storage Locker License, maintain the Storage Locker with a proper manner of care. All obligations with respect to maintenance and repair in or to the Storage Locker shall be governed by the terms of the Condominium Documents.

9. Neither Licensor nor Licensor's agents or employees shall be liable for any theft or damage to any property stored in the Storage Locker and/or the Storage Locker Area. In the event of a power outage, any resulting loss or damage in or to the Storage Locker or the contents therein

will be at the sole cost of the Licensee. Licensor, Licensor's agents or employees, and Sponsor shall not be liable for any loss or damage caused by power outages, temperature fluctuations or other causes in the Storage Locker Area. Licensee acknowledges that the Storage Locker and the Storage Locker Area will not be serviced by an emergency generator.

10. The terms of this Storage Locker License are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Storage Locker License and the Condominium Documents shall be resolved in favor of the Condominium Documents.

11. If Licensee defaults in Licensee's obligations under this Storage Locker License or under the Condominium Documents, the Condominium Board may, in its sole discretion, elect by notice to Licensee to (i) deny access to and use of the Storage Locker until Licensee cures such default and/or (ii) terminate this Storage Locker License, in addition to the other rights and remedies that the Condominium Board has under the Condominium Documents. If the Condominium Board so elects, Licensee shall have a thirty (30) day period from the giving of notice of cancellation to cure the specified default. If the default is not cured within such thirty (30) day period, TIME BEING OF THE ESSENCE, then this Storage Locker License shall be deemed terminated. Upon the termination of this Storage Locker License, the Condominium Board will be released and discharged of all further liability and obligations under this Storage Locker License, and the Storage Locker may be licensed to another as though this Storage Locker License had never been made, and without any obligation to account to Licensee for any of the proceeds.

12. The Condominium Board and/or its agents shall have the right, but not the obligation, to open the Storage Locker in an emergency at any time, and, at other reasonable times upon prior notice to Licensee, to inspect and examine the Storage Locker and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

13. This Storage Locker License shall constitute a license only and shall not be construed under any circumstances to be a sale of the Storage Locker or conveyance of title thereto. Licensee acknowledges and agrees that this Storage Locker and Storage Locker License is being considered personal property and accordingly, is not mortgageable, insurable for title purposes, or otherwise subject to the imposition of transfer taxes. In the event that transfer taxes are imposed on the sale or transfer of this Storage Locker License, payment of such taxes shall be the obligation of Licensee. In no event shall a landlord/tenant relationship exist between Licensor and Licensee with respect to this Storage Locker License.

14. Licensee shall indemnify and hold Licensor and their respective officers, directors, shareholders, unit owners, members, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including legal fees and expenses, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family members, servants, employees, agents, guests and invitees in connection with this Storage Locker License.

15. Licensee shall be obligated at its sole cost and expense to obtain and maintain insurance in amounts sufficient to cover the property located in the Storage Locker, as determined by the Condominium Board.

16. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending the rights of Licensor under this Storage Locker License or, in the event Licensee defaults under this Storage Locker License beyond any applicable cure period, enforcing Licensee's obligations hereunder.

17. Neither this Storage Locker License nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

18. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Storage Locker License, which alone fully and completely express their agreement and that this Storage Locker License supersedes any and all such understandings and agreements with respect to the subject matter hereof.

19. If any provision of this Storage Locker License is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Storage Locker License and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Storage Locker License, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

20. 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 Storage Locker License 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.

21. Any failure by Licensor to insist upon strict performance by Licensee of any of the provisions of this Storage Locker License shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Storage Locker License to be performed by Licensee.

22. Licensee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Residential Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

23. The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the use of, insurance coverage for, and access to the Storage Locker and Storage Locker Area.

24. Upon the surrender or termination (for any reason whatsoever) of this Storage Locker License, the Condominium Board shall have the right in its sole discretion to issue a new Storage Locker License for the Storage Locker to another Residential Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate Licensee therefor. The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the procedures for assigning, transferring, surrendering, terminating, and/or otherwise conveying the Storage Lockers.

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

AGREED TO AND ACKNOWLEDGED BY:

LICENSOR:

33 WALTON HOLDINGS LLC

By:
Name: Abraham Brach
Title: Authorized Signatory

THE 37 WALTON STREET CONDOMINIUM

By:
Name: _____
Title: _____

LICENSEE:

(signature)

(signature)

ASSIGNMENT AND ASSUMPTION OF STORAGE LOCKER LICENSE

THIS ASSIGNMENT AND ASSUMPTION OF STORAGE LOCKER LICENSE made as of the _____ day of _____, _____ by and between _____ ("Assignor"), having an address at _____, and _____ ("Assignee"), having an address at _____.

W I T N E S S E T H:

WHEREAS, Assignor executed a certain Storage Locker License dated _____, _____ ("Storage Locker License") to have the exclusive right to use _____ # ___ ("Storage Locker") located in the Building known as Walton Condominium, located at 37 Walton Street, Brooklyn, NY 11206, in accordance with the terms of the Condominium Offering Plan for the Building ("Plan"), as amended; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Storage Locker License; and

WHEREAS, Assignee desires to assume all of the obligations and responsibilities of Assignor in and to the Storage Locker License; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment and Assumption of this Storage Locker License.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. ASSIGNMENT: Assignor hereby assigns to Assignee, from and after the date hereof, all of Assignor's right, title and interest in and to the Storage Locker License, a copy of which is attached hereto and made a part hereof, for a purchase price of $_____.

2. ASSUMPTION: Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of Assignor in and to the Storage Locker License as if Assignee had signed the Storage Locker License originally as "Licensee."

3. AUTHORIZATION AND DIRECTION: Assignor and Assignee hereby authorize and direct the Condominium to have the books and records of the Condominium reflect that Assignee has the exclusive right to use the Storage Locker.

4. EFFECTIVE DATE: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto.

5. DEFINED TERMS: All terms not defined herein shall have the meanings ascribed to them in the Plan.

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IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of Storage Locker License on the day and year first above written.

ASSIGNOR:

_____
(signature)

ASSIGNEE:

_____
(signature)

APPROVED BY:

The 37 Walton Street Condominium

By: _____
Name:
Title:

BICYCLE STORAGE SPACE LICENSE

AGREEMENT made this _____ day of _____ ("Bicycle Storage Space License") by and between 33 Walton Holdings LLC, having an office at 92 Emerson Place, Brooklyn, NY, 11205 ("Sponsor"), and the Condominium Board of the Walton Condominium on behalf of all Unit Owners, having an address at 37 Walton Street, Brooklyn, New York 11206 ("Condominium Board") (Sponsor and the Condominium Board are sometimes collectively referred to as "Licensor") and _____ having an address at 37 Walton Street, Unit _____, Brooklyn, NY 11206 ("Licensee");

W I T N E S S E T H:

WHEREAS, the Walton Condominium ("Condominium") is governed by a certain Declaration of Condominium recorded in the Office of the Register of the City of New York, County of Kings as the same has been or may be amended from time to time ("Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time ("By-Laws") and the Rules and Regulations of the Condominium, as the same has been or may be amended from time to time ("Rules and Regulations") ("Declaration," the "By-Laws" and the "Rules and Regulations" are collectively referred to as the "Condominium Documents"); and

WHEREAS, the Condominium is located at 37 Walton Street, Brooklyn, New York 11206 ("Building"); and

WHEREAS, bicycle storage areas are located in a certain room of the Building ("Bicycle Storage Room"); and

WHEREAS, Licensee owns or simultaneously herewith is acquiring Residential Unit No. _____ in the Condominium; and

WHEREAS, Licensee desires the right to use the Bicycle Storage Room for the storing of one (1) bicycle for so long as Licensee owns a Unit in the Condominium;

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensee acknowledges that this Bicycle Storage Space License is not attributed to any particular bicycle storage space, but rather this Bicycle Storage Space License entitles Licensee the right to use the Bicycle Storage Room for the storage of one bicycle.

2. The Condominium Board has the right to impose and/or regulate license fees and Special Assessments in connection with the Bicycle Storage Space. Any fee and/or Special Assessment due hereunder or imposed by the Condominium Board in the future shall constitute "additional Common Charges" under the terms of the Condominium Documents. Licensee's failure to pay the fee and/or Special Assessment due hereunder or imposed by the Condominium Board in the future shall constitute a material default under the terms of the Condominium Documents.

3. A Bicycle Storage Space may be only used for the storage of one standard-sized bicycle of the licensee, and may not be used for the storing of scooters, mopeds, or other motorized vehicles or any personal property belonging to any occupants. The areas within the Bicycle Storage Room shall be available on a first-come, first-serve basis. The Bicycle Storage Room shall not include a rack system or otherwise any mounting or parking installations. Licensee remains solely responsible to purchase and equip Licensee's own bicycle locks or otherwise provide for any security at Licensee's sole cost and expense with respect to Licensee's bicycle, with the understanding that neither Sponsor nor the Condominium Board shall be responsible for any loss or theft relating to any bicycles or other personal property stored in the Bicycle Storage Room. Licensee acknowledges that the Bicycle Storage Room may not be used for storing any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt, or other sanitary problems or create a nuisance (each, a "Prohibited Use") and that the use of the Bicycle Storage Space for a Prohibited Use can result in violations being posted against the Building.

4. Except for Sponsor and the Condominium Board, a Unit Owner may not hold a Bicycle Storage Space License without also owning a Residential Unit.

5. Licensee shall not (a) store any property outside in the Bicycle Storage Room with the exception of the bicycle itself, nor (b) allow any other Person to use or access the Bicycle Storage Room except in accordance with the terms hereof.

6. This Bicycle Storage Space License may be assigned by Licensee at any time provided the assignee (i) is a Unit Owner at the Condominium, (ii) assumes the obligations hereunder in the form annexed, (iii) notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time, and (iv) no outstanding monies are owed to the Condominium by Licensee and/or assignee. This Bicycle Storage Space License shall automatically terminate at such time as Licensee no longer owns a Unit in the Condominium unless this Bicycle Storage Space License is assigned to and assumed by another Unit Owner.

7. Licensee represents that Licensee has made a thorough inspection of the Bicycle Storage Room and agrees to take same in its "as is" condition as of the date of this Bicycle Storage Space License.
8. Licensor nor Licensor's agents or employees shall be liable for any theft or damage to any property stored in the Bicycle Storage Room.

9. The terms of this Bicycle Storage Space License are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Bicycle Storage Space License and the Condominium Documents shall be resolved in favor of the Condominium Documents.

10. If Licensee defaults in its obligations hereunder or under the Condominium Documents, the Condominium Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Bicycle Storage Space until Licensee cures such default or (ii) terminate this Bicycle Storage Space License upon written notice to Licensee.

11. The Condominium Board or its agents shall have the right, but not the obligation, to open the Bicycle Storage Room in an emergency at any time, and with the prior notice to Licensee, to inspect and examine the Bicycle Storage Space and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

12. This Bicycle Storage Space License shall constitute a license only and shall not be construed under any circumstances to be a sale of the Bicycle Storage Space or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between Licensor and Licensee with respect to this Bicycle Storage Space License.

13. Licensee shall indemnify and hold Licensor and their respective officers, directors, shareholders, Unit Owners, members, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including attorneys' fees and disbursements, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family members, servants, employees, agents, guests and invitees in connection with this Bicycle Storage Space License.

14. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending the rights of Licensor under this Bicycle Storage Space License or, in the event Licensee defaults under this Bicycle Storage Space License beyond any applicable grace period, enforcing Licensee's obligations hereunder.

15. Licensee shall be obligated at Licensee's sole cost and expense to obtain and maintain insurance covering the Bicycle Storage Space in amounts sufficient to cover the property located therein.

16. Neither this Bicycle Storage Space License nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

17. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Bicycle Storage Space License, which alone fully and completely express their agreement and that this Bicycle Storage Space License supersedes any and all such understandings and agreements with respect to the subject matter hereof.

18. If any provision of this Bicycle Storage Space License is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Bicycle Storage Space License and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Bicycle Storage Space License, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

19. 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 Bicycle

Storage Space License 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.

20. Any failure by Licensor to insist upon strict performance by Licensee of any of the provisions of this Bicycle Storage Space License shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Bicycle Storage Space License to be performed by Licensee.

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

AGREED TO AND ACKNOWLEDGED BY:

LICENSOR:

33 WALTON HOLDINGS LLC

By:
Name: Abraham Brach
Title: Authorized Signatory

THE 37 WALTON STREET CONDOMINIUM

By:
Name: _____
Title: _____

LICENSEE:

(signature)

(signature)

ASSIGNMENT AND ASSUMPTION OF BICYCLE STORAGE SPACE LICENSE

THIS ASSIGNMENT AND ASSUMPTION OF BICYCLE STORAGE SPACE LICENSE made as of the _____ day of _____, _____ by and between _____ ("Assignor"), having an address at _____, and _____ ("Assignee"), having an address at _____.

W I T N E S S E T H:

WHEREAS, Assignor executed a certain Bicycle Storage Space License dated _____, _____ ("Bicycle Storage Space License") to have the exclusive right to use _____ # ___ ("Bicycle Storage Space") located in the Building known as Walton Condominium, located at 37 Walton Street, Brooklyn, NY 11206, in accordance with the terms of the Condominium Offering Plan for the Building ("Plan"), as amended; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Bicycle Storage Space License; and

WHEREAS, Assignee desires to assume all of the obligations and responsibilities of Assignor in and to the Bicycle Storage Space License; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment and Assumption of this Bicycle Storage Space License.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. ASSIGNMENT: Assignor hereby assigns to Assignee, from and after the date hereof, all of Assignor's right, title and interest in and to the Bicycle Storage Space License, a copy of which is attached hereto and made a part hereof, for a purchase price of $_____.

2. ASSUMPTION: Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of Assignor in and to the Bicycle Storage Space License as if Assignee had signed the Bicycle Storage Space License originally as "Licensee."

3. AUTHORIZATION AND DIRECTION: Assignor and Assignee hereby authorize and direct the Condominium to have the books and records of the Condominium reflect that Assignee has the exclusive right to use the Bicycle Storage Space.

4. EFFECTIVE DATE: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto.

5. DEFINED TERMS: All terms not defined herein shall have the meanings ascribed to them in the Plan.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of Bicycle Storage Space License on the day and year first above written.

ASSIGNOR:

_____
(signature)

ASSIGNEE:

_____
(signature)

APPROVED BY:

The 37 Walton Street Condominium

By: _____
Name:
Title:

PARKING SPACE LICENSE

AGREEMENT made this _____ day of _____ ("Parking Space License") by and between 33 Walton Holdings LLC, having an office at 92 Emerson Place, Brooklyn, NY 11205 ("Sponsor"), and the Condominium Board of Walton Condominium on behalf of all Unit Owners, having an address at 37 Walton Street, Brooklyn, NY 11206 ("Condominium Board") (Sponsor and the Condominium Board are sometimes collectively referred to as "Licensor") and _____ having an address at 37 Walton Street, Unit _____, Brooklyn, NY 11206 ("Licensee");

W I T N E S S E T H:

WHEREAS, Walton Condominium ("Condominium") is governed by a certain Declaration of Condominium recorded in the Office of the Register of the City of New York, County of Kings as the same has been or may be amended from time to time ("Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time ("By-Laws") and the Rules and Regulations of the Condominium, as the same has been or may be amended from time to time ("Rules and Regulations") ("Declaration," the "By-Laws" and the "Rules and Regulations" are collectively referred to as the "Condominium Documents"); and

WHEREAS, the Condominium is located at 37 Walton Street, Brooklyn, NY 11206 ("Building"); and

WHEREAS, parking spaces are located in a portion of the Building ("Parking Space Area"); and

WHEREAS, Licensee owns or simultaneously herewith is acquiring Residential Unit No. _____ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of that certain parking space designated as Parking Space #____ ("Parking Space") for so long as Licensee owns a Residential Unit in the Condominium; and

WHEREAS, the Condominium Board granted Sponsor the exclusive right to sell, without charge, the Parking Space pursuant to a parking space license and the Condominium will not be entitled to any of the proceeds from such sale; and

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, its successors and assigns, a parking space license for the exclusive use of the Parking Space ("Parking Space License") and Licensee hereby accepts the Parking Space License from Licensor for a term commencing on the date hereof.

2. Licensee is responsible to pay monthly fees to Licensor in such amounts as may be established by the Condominium Board in accordance with the By-Laws from time to time. The Condominium Board has the right to withdraw, reinstate, and/or otherwise regulate license fees and Special Assessments in connection with the Parking Space. Any fee and/or Special Assessment due hereunder or imposed by the Condominium Board in the future shall constitute "additional Common Charges" under the terms of the Condominium Documents. Licensee's failure to pay the fee and/or Special Assessment due hereunder or imposed by the Condominium Board in the future shall constitute a material default under the terms of the Condominium Documents.

3. A Parking Space may be used only for the parking of passenger automobiles and motorcycles. Licensee acknowledges that the Parking Space may not be used for any other purpose, including without limitation for (a) storing any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt, or other sanitary problems or create a nuisance, or (b) sleeping or other occupancy uses (each, a "Prohibited Use") and that the use of the Parking Space for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of the Parking Space shall be borne by Licensee. No representation is made as to the type or size of vehicles that can be accommodated in any particular Parking Space.

4. Licensee shall not store any property in the Parking Space Area outside of the Parking Space.

5. A Parking Space may not be licensed independently of a Residential Unit. This Parking Space License shall automatically terminate at such time as Licensee no longer owns a Residential Unit, unless this Parking Space License is assigned to and assumed by another Residential Unit Owner in accordance with the terms of this Parking Space License and the Condominium Documents. Licensee may also voluntarily surrender the Parking Space License to the Condominium Board. Parking Space Licensees shall be responsible for any and all Parking Space License fees associated with their respective Parking Space in addition to Common Charges.

6. This Parking Space License may be assigned by Licensee at any time provided that (i) the assignee is a Residential Unit Owner at the Condominium or a purchaser who is simultaneously purchasing a Residential Unit, (ii) the assignee assumes the obligations hereunder in the form annexed hereto, (iii) the assignee delivers notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time, and (iv) the assignee and the Licensee do not owe any outstanding monies to the Condominium. Provided that the assignor and assignee are not in default under the Declaration, By-Laws, and this Parking Space License and are in compliance with the policies and procedures under the By-Laws relating to assignments of Parking Space Licenses, the Condominium Board shall not unreasonably withhold, condition, or delay its signature on the assignment form annexed hereto.

7. Licensee represents that Licensee has made a thorough inspection of the Parking Space Area and the Parking Space and agrees to take same in its "as is" condition as of the date of this Parking Space License.

8. Licensee represents that Licensee shall, throughout the term of this Parking Space License, maintain the Parking Space with a proper manner of care. All obligations with respect to maintenance and repair in or to the Parking Space shall be governed by the terms of the Condominium Documents.

9. Neither Licensor nor Licensor's agents or employees shall be liable for any theft or damage to any property stored in the Parking Space, in any vehicles in the Parking Space, and/or in Parking Space Area.

10. The terms of this Parking Space License are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Parking Space License and the Condominium Documents shall be resolved in favor of the Condominium Documents.

11. If Licensee defaults in Licensee's obligations under this Parking Space License or under the Condominium Documents, the Condominium Board may, in its sole discretion, elect by notice to Licensee to (i) deny access to and use of the Parking Space until Licensee cures such default and/or (ii) terminate this Parking Space License, in addition to the other rights and remedies that the Condominium Board has under the Condominium Documents. If the Condominium Board so elects, Licensee shall have a thirty (30) day period from the giving of notice of cancellation to cure the specified default. If the default is not cured within such thirty (30) day period, TIME BEING OF THE ESSENCE, then this Parking Space License shall be deemed terminated. Upon the termination of this Parking Space License, the Condominium Board will be released and discharged of all further liability and obligations under this Parking Space License, and the Parking Space may be licensed to another as though this Parking Space License had never been made, and without any obligation to account to Licensee for any of the proceeds.

12. This Parking Space License shall constitute a license only and shall not be construed under any circumstances to be a sale of the Parking Space or conveyance of title thereto. Licensee acknowledges and agrees that this Parking Space License is being considered personal property and accordingly, is not mortgageable, insurable for title purposes, or otherwise subject to the imposition of transfer taxes. In the event that transfer taxes are imposed on the sale or transfer of this Parking Space License, payment of such taxes shall be the obligation of Licensee. In no event shall a landlord/tenant relationship exist between Licensor and Licensee with respect to this Parking Space License.

13. Licensee shall indemnify and hold Licensor and their respective officers, directors, shareholders, unit owners, members, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including legal fees and expenses, asserted against or sustained by any of them in connection with any act,

omission, or negligence of Licensee or Licensee's family members, servants, employees, agents, guests and invitees in connection with this Parking Space License.

14. Licensee shall be obligated at its sole cost and expense to obtain and maintain insurance in amounts sufficient to cover Licensee's vehicle and all property contained therein, as determined by the Condominium Board.

15. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending the rights of Licensor under this Parking Space License or, in the event Licensee defaults under this Parking Space License beyond any applicable cure period, enforcing Licensee's obligations hereunder.

16. Neither this Parking Space License nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

17. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Parking Space License, which alone fully and completely express their agreement and that this Parking Space License supersedes any and all such understandings and agreements with respect to the subject matter hereof.

18. If any provision of this Parking Space License is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Parking Space License and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Parking Space License, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

19. 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 Parking Space License 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.

20. Any failure by Licensor to insist upon strict performance by Licensee of any of the provisions of this Parking Space License shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Parking Space License to be performed by Licensee.

21. Licensee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Residential Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

22. The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the use of, insurance coverage for, and access to the Parking Space and Parking Space Area.

23. Upon the surrender or termination (for any reason whatsoever) of this Parking Space License, the Condominium Board shall have the right in its sole discretion to issue a new Parking Space License for the Parking Space to another Residential Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate Licensee therefor. The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the procedures for assigning, transferring, surrendering, terminating, and/or otherwise conveying the Parking Spaces.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

AGREED TO AND ACKNOWLEDGED BY:

LICENSOR:

33 WALTON HOLDINGS LLC

By:
Name: Abraham Brach
Title: Authorized Signatory

THE 37 WALTON STREET CONDOMINIUM

By:
Name: _____
Title: _____

LICENSEE:

(signature)

(signature)

ASSIGNMENT AND ASSUMPTION OF PARKING SPACE LICENSE

THIS ASSIGNMENT AND ASSUMPTION OF PARKING SPACE LICENSE made as of the _____ day of _____, _____ by and between _____ ("Assignor"), having an address at _____, and _____ ("Assignee"), having an address at _____.

W I T N E S S E T H:

WHEREAS, Assignor executed a certain Parking Space License dated _____, _____ ("Parking Space License") to have the exclusive right to use _____ # ___ ("Parking Space") located in the Building known as Walton Condominium, located at 37 Walton Street, Brooklyn, NY 11206, in accordance with the terms of the Condominium Offering Plan for the Building ("Plan"), as amended; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Parking Space License; and

WHEREAS, Assignee desires to assume all of the obligations and responsibilities of Assignor in and to the Parking Space License; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment and Assumption of this Parking Space License.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. ASSIGNMENT: Assignor hereby assigns to Assignee, from and after the date hereof, all of Assignor's right, title and interest in and to the Parking Space License, a copy of which is attached hereto and made a part hereof, for a purchase price of $_____.

2. ASSUMPTION: Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of Assignor in and to the Parking Space License as if Assignee had signed the Parking Space License originally as "Licensee."

3. AUTHORIZATION AND DIRECTION: Assignor and Assignee hereby authorize and direct the Condominium to have the books and records of the Condominium reflect that Assignee has the exclusive right to use the Parking Space.

4. EFFECTIVE DATE: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto.

5. DEFINED TERMS: All terms not defined herein shall have the meanings ascribed to them in the Plan.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of Parking Space License on the day and year first above written.

ASSIGNOR:

_____
(signature)

ASSIGNEE:

_____
(signature)

APPROVED BY:

The 37 Walton Street Condominium

By: _____
Name:
Title:

CERTIFICATIONS

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS

The Department of Law of the State of New York
28 Liberty Street, 21st Floor
New York, NY 10271

Attention: Real Estate Finance Bureau

Re: The 37 Walton Street Condominium
37 Walton Street
Brooklyn, NY
Condominium Offering Plan

Sponsor: 33 WALTON HOLDINGS LLC

To whom it may concern;

We are the Sponsor and the principal of the Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23 A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereinafter by us which amend or supplement the Offering Plan will:

(i) Set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) Afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) Not omit any material fact;

(iv) Not contain any untrue statement of a material fact;

(v) Not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) Not contain any representation or statement which is false, we:

(a) Knew the truth;

(b) With reasonable effort could have known the truth;

(c) Made no reasonable effort to ascertain the truth; or

(d) Did not have knowledge concerning the representations or statements made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

We affirm this 2 day of March, 2016, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and we understand that this document may be filed in an action or proceeding in a court of law.

SPONSOR:
33 WALTON HOLDINGS LLC

By: _____
Abraham Brach

PRINCIPAL OF SPONSOR:

_____
Abraham Brach

PART 20: CERTIFICATION OF ENGINEER OR ARCHITECT

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

Re: Condominium Offering Plan
The 37 Walton Street Condominium
37 Walton Street
Brooklyn, New York 11206

Dear Sir/Madam:

The sponsor of the condominium offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by Vincent Martineau Architect P.C. dated November 9, 2020, and prepared the Report dated August 13, 2026, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We are a registered architect/licensed engineer in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) does not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

VINCENT MARTINEAU, ARCHITECT

By: _____
Name: Vincent Martineau
Title: President

We affirm this 13th day of August, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and we understand that this document may be filed in an action or proceeding in a court of law.

Executed on August 13, 2026.



(Engineer's or Architect's Seal)

STONE EDGE MANAGEMENT

670 Flushing Ave Suite #313
Brooklyn, NY 11206
718-302-5800

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

Real Estate Finance Bureau
The Department of Law of the State of New York
28 Liberty Street 21st Floor
New York, NY 10005

Re: The 37 Walton Street Condominium
37 Walton Street
Brooklyn, New York

To Whom It May Concern,

The Sponsor of the condominium offering plan for the captioned property retained me/our firm to review the Schedule B and B-1 containing projections of income and expenses for the first year of condominium operation. My experience in this field includes: I have been engaged in the real estate business for over twelve (12) years in the State of New York, during which time I have been involved in the purchase, sale, and management of real property. My management experience includes both residential and commercial properties. Of the many properties, my experience includes the management of the following properties: 525 Kent Avenue, Brooklyn, New York and 134 Broadway, Brooklyn, New York.

I understand that I am are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule B and B-1.

I have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience in managing residential buildings.

I certify that the projections in the Schedule B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that the Schedule:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(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 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.

I affirm this 10 day of April, 2026 under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Stone Edge Management

By: _____
Barry Ekstein

STONE EDGE MANAGEMENT

670 Flushing Ave Suite #313
Brooklyn, NY 11206
718-302-5800

CERTIFICATION BY EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER(S)

Real Estate Finance Bureau
The Department of Law of the State of New York
28 Liberty Street, 21st Floor
New York, NY 10005

Re: The 37 Walton Street Condominium
37 Walton Street
Brooklyn, New York

To Whom It May Concern,

The Sponsor of the condominium offering plan for the captioned property retained me/our firm to review the Schedule B which includes projections of common charges payable by the owners of the commercial unit(s). My experience in this field includes: I have been engaged in the real estate business for over twelve (12) years in the State of New York, during which time I have been involved in the purchase, sale, and management of real property. My management experience includes both residential and commercial properties. Of the many properties, my experience includes the management of the following properties: 525 Kent Avenue, Brooklyn, New York and 134 Broadway, Brooklyn, New York.

I understand that I am are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit(s) listed in Schedule B.

I have reviewed the Schedule as it impacts upon the commercial unit(s) and investigated the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience in managing mix use buildings.

I certify that the projections in the Schedule B for common charges payable by the owners of commercial unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit(s) also reflects special or exclusive use or availability or exclusive control of particular common areas.

I certify that the estimates in Schedule B for the common charges payable by the owners of the commercial unit(s):

(i) set forth in detail the projected common charges for the commercial unit(s) for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial units(s);

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where 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 common charges fairly attributable to the commercial unit(s) for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

I affirm this 10 day of April, 2026 under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

STONE EDGE MANAGEMENT

By: _____
Barry Ekstein